



## Service Description

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### IBM X-Force Exchange

This Service Description describes the Cloud Service IBM provides to Client. Client means the company and its authorized users and recipients of the Cloud Service.

#### 1. Cloud Service

The Cloud Service offering provided by IBM is described below.

The Cloud Service enables Client to research threats that may affect Client's enterprise and share information with other users about threat indicators. The Cloud Service provides the following features and capabilities:

- a. Ability to search the Cloud Service repository through the user interface or programmatic methods (such as API) for threat intelligence by using indicators such as IPs, URLs, malware, and vulnerabilities using the Common Vulnerability Expression (CVE);
- b. Creation of one or more collections in which to save the information Client has aggregated for reference at a future date;
- c. A platform for sharing information with other Cloud Service users; and
- d. Ability to export aggregated information to individuals in Client's company for internal use in accordance with Section 3 of this Service Description.

The Cloud Service will enable Client to input and manage content containing information which may be considered personal information under applicable privacy laws, including:

- Contact information (e.g. address, phone and cell numbers, email)
- Employment information (e.g. industry, company name)

Please refer to Section 4 (Personal Information) for additional information.

This Cloud Service is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this Cloud Service meets Client's needs with regard to the type of content Client uses in connection with the Cloud Service.

#### 2. Security Description

This Cloud Service follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

#### 3. Content

##### 3.1 Definitions

The Cloud Service involves use of, or access to, IBM Content, Client Content and Community Content. The following definitions apply:

- a. **Content** – means any information, data, files, text, graphics, software, code, messages, output from search queries, input to search queries, discussion forum content, methods or other materials accessible through the Cloud Service.
- b. **IBM Content** – means Content made available to Client from IBM through the Cloud Service, excluding Client Content and Community Content. IBM Content includes the IBM X-Force Exchange API and any accompanying API documentation.
- c. **Client Content** – means Content that Client inputs into, posts or displays on, transmits to, or otherwise makes available through the Cloud Service. Client Content also includes Content that Client makes available to other Cloud Service users through the Cloud Service.
- d. **Community Content** – means Content made available to Client through the Cloud Service from other Cloud Service users.

### **3.2 IBM Content**

IBM Content is owned by, licensed to, or otherwise made available to IBM. IBM, its licensors or its suppliers retain all right, title, and interest in the IBM Content. IBM Content is copyrighted by IBM, our licensors or our suppliers under United States or international copyright laws, and is subject to other intellectual property and proprietary rights and laws.

Subject to this Service Description, IBM grants Client a limited, nonexclusive, nontransferable license to view, use and make copies of the IBM Content solely for Client's personal, internal, non-commercial use. Client must abide by all copyright notices, information, and restrictions contained in or attached to any of IBM Content, and Client may not remove any text, copyright, or other proprietary notices contained in IBM Content.

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Although IBM Content is based upon information obtained from sources IBM believes to be reliable, IBM provides the IBM Content "as-is," and IBM does not represent, warrant or guarantee the accuracy, correctness, integrity, completeness or timeliness of any part of the IBM Content. Client acknowledges that IBM does not audit or verify the accuracy of the information provided to it by any third party.

### **3.3 Client Content**

Client is responsible for Client Content, and as between Client and IBM, Client retains any applicable ownership and intellectual property rights to Client Content subject to the licenses granted in this Service Description. By inputting, posting, displaying, transmitting, or otherwise making Client Content available on or through the Cloud Service, Client grants IBM a nonexclusive, worldwide, paid-up right and license to use, license, sublicense, edit, copy, reproduce, publicly display and/or perform, format, modify and/or make derivative works of, translate, re-arrange, publish, and distribute Client Content or any portions thereof within the Cloud Service or in other IBM products or services.

Client will not include in Client Content any information that is subject to any restriction on disclosure, injunction, order, or other limitation that would prohibit Client from inputting such Content into the Service. Client agrees to take appropriate steps concerning any personal information of any individual that may be included in Client Content. The laws of some jurisdictions may require the consent of the individuals prior to including their personal information in Client Content. Client agrees to comply with all applicable laws, to obtain all necessary consents, and to make all necessary disclosures before including any personal information in Client Content.

Client may choose to share Client Content with other users of the Cloud Service, and Client grants any such users a non-exclusive, worldwide, paid-up right and license to use, copy, reproduce, modify and/or make derivative works of, and distribute Client Content or portions thereof. Any Client Content that Client shares will be visible to, and may be used by, all other Cloud Service users.

Client represents and warrants that (a) Client has sufficient rights in Client Content necessary to grant the licenses and other rights described herein, (b) to the best of Client's knowledge Client Content does not infringe any copyright, patent, or other intellectual property right, or other right of any third party including privacy rights, (c) Client Content does not contain any viruses, malware or harmful code, (d) Client Content does not contain any information that is considered confidential or trade secret to Client or any third party, and (e) to the best of Client's knowledge Client Content is accurate and true.

IBM may, but is not obligated to, remove or refuse to display any Client Content on the Cloud Service for any reason, without liability to Client. IBM has no obligation to store Client Content, and will not be responsible or liable for the deletion of Client Content or the failure to store, transmit, or receive transmission of Client Content.

### **3.4 Community Content**

Client is responsible for Client's interactions with other users of the Cloud Service, including accessing Community Content. Client may be exposed to Community Content that violates IBM policies, this Service Description, or is otherwise offensive. Client accesses the Community Content at Client's own risk, and Client acknowledges that Community Content is provided "as-is". IBM does not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of Community Data. Under no circumstances will IBM be liable for Community Content, including but not limited to any errors or omissions in Community Content, or any loss or damage of any kind incurred as a result of the use of Community Content.

Community Content includes the user profile information of other Cloud Service users, as described in Section 4.1 below. Client may not data mine, copy or otherwise use profile information for any purpose other than to communicate with other Cloud Service users about threat intelligence information.

Community Content may include links to websites not operated by IBM. IBM is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Client understands that by accessing Community Content Client may be exposed to third-party websites that Client finds offensive, indecent or otherwise objectionable. IBM makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink or otherwise from Community Content.

## **4. Personal Information**

### **4.1 User Profile Information**

Client may choose to create a user profile by providing some or all of the information in the pre-configured profile menu, such as name, title, company, location, or industry. Client can choose to make profile information public (available to all Cloud Service users) or private (available only to the Client) by selecting the appropriate option within the Cloud Service. IBM will include public profile information in a searchable Cloud Service user directory. Client is not required to create a user profile, and may use the Cloud Service anonymously with respect to other Cloud Service users; however, Client must provide a name and email address to register for the IBM ID required to login to the Cloud Service.

### **4.2 Use of Personal Information**

In addition to personal information provided as part of a user profile, Client is aware and agrees that IBM may, as part of the normal operation and support of the Cloud Service, collect personal information from Client (Client's employees and contractors) related to the use of the Cloud Service, through tracking and other technologies (such as cookies). IBM does so to gather usage statistics and information about effectiveness of the Cloud Service for the purpose of improving user experience and/or tailoring interactions with Client.

Client confirms that Client will obtain or has obtained consent to allow IBM to process the collected personal information for the above purposes within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will store, use or transfer such information in accordance with the IBM Software Products and Software-as-a-Service Privacy Statement available at <http://www-01.ibm.com/software/info/product-privacy/>. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

## **5. No Warranties or Support**

The Cloud Service is provided "as-is". Subject to any statutory warranties that cannot be excluded, IBM, its developers, and its suppliers make no warranties or conditions, express or implied, regarding the Cloud Service, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and non-infringement. Without limitation, IBM makes no warranty or guarantee that the Cloud Service web site will be uninterrupted, timely, secure, or error-free.

Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above exclusion may not apply to Client. In that event, such warranties are limited in duration to the minimum period required by law. No warranties apply after that period. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Client. Client may have other rights that vary from state to state or jurisdiction to jurisdiction.

IBM may answer questions Client posts about the Cloud Service on IBM developerWorks. Information about posting questions on IBM developerWorks related to the Cloud Service is available in the "FAQ" section of the Cloud Service. Except for this question and answer support, IBM does not provide support of any kind for the Cloud Service. Any support provided is subject to the disclaimers and exclusions specified in this section.

## **6. Charges**

There are no charges for use of the Cloud Service. If any authority imposes a custom, duty, tax (including withholding tax), levy or fee for the import or export, transfer, access or use of the Cloud Service or third party service, then Client is responsible for paying any such amount imposed.

## **7. Modifications to the Cloud Service**

Client agrees that IBM may add, modify, limit (for example, introduce hard or tiered limits on storage or number of collections), or discontinue features of the Cloud Service, or the Cloud Service in its entirety, and may add, modify or discontinue any of the terms and conditions under which the Cloud Service is offered, at any time without notice.

## **8. General**

If Client believes Content posted on the Cloud Service may have been or is being infringed, Client should notify IBM via the instructions listed on the Digital Millennium Copyright Act Notices webpage, available at [www.ibm.com/legal/us/en/dmca.html](http://www.ibm.com/legal/us/en/dmca.html).

Where applicable, taxes are based upon the location(s) receiving the benefit of the Cloud Service. IBM will apply taxes based upon the business address listed in Client's order unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.