

Service Description

IBM X-Force Exchange

This Service Description describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The applicable Quotation and Proof of Entitlement (PoE) are provided as separate Transaction Documents.

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 public, private or group collections in which to save the information Client has aggregated for reference at a future date;
- c. Ability to export aggregated information to individuals in Client's company for internal use in accordance with Section 5.2 of this Service Description;
- d. Access to the IBM Security App Exchange; and
- e. Email notifications pertaining to content and updates in the Cloud Service that can be disabled or enabled by Client.

2. Content and Data Protection

The Data Processing and Protection data sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options. Client acknowledges that i) IBM may modify Data Sheet(s) from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to Data Sheet(s) will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to Data Sheet(s) will materially degrade the data protection of a Cloud Service.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=1399401809145>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and DPA Exhibit(s) apply and are referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet(s) for this Cloud Service will serve as the DPA Exhibit(s). If the DPA applies, IBM's obligation to provide notice of changes to Subprocessors and Client's right to object to such changes will apply as set out in DPA.

3. No Warranty and Technical 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.

4. Entitlement and Billing Information

4.1 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.

5. Additional Terms

5.1 General

Client may not use Cloud Services, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where failure of the Cloud Service could give rise to a material threat of death or serious personal injury.

5.2 Data

5.2.1 Definitions

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

- a. **Data** – means any information, content, 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 Data** – means Data made available to Client from IBM through the Cloud Service, excluding Client Data and Community Data. IBM Data includes the IBM X-Force Exchange API and any accompanying API documentation, and apps downloaded from the IBM Security App Exchange.
- c. **Client Data** – means Data that Client inputs into, posts or displays on, transmits to, or otherwise makes available through the Cloud Service. Client Data also includes Data that Client makes available to other Cloud Service users through the Cloud Service.
- d. **Community Data** – means Data made available to Client through the Cloud Service from other Cloud Service users.

5.2.2 IBM Data

IBM Data 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 Data. IBM Data 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 access the IBM Data through the Service via (i) the graphical user interface or (ii) the X-Force Exchange application programming interface (API) by a single-threaded, single-process computer program, in each case solely for Client's personal, internal, non-commercial use in support of Client's research and threat investigations. Client may not duplicate or attempt to duplicate major portions or the entire contents of the IBM Data or the Service. Client must abide by all copyright notices, information, and restrictions contained in or attached to any of IBM Data, and Client may not remove any text, copyright, or other proprietary notices contained in IBM Data. Client is not permitted to circumvent or attempt to circumvent any access limitations related to the Service. IBM may terminate or suspend Client's access to the Service at IBM's sole discretion, including if Client circumvents or attempts to circumvent any access limitations.

IBM Data is available for commercial use through the IBM X-Force Exchange Commercial API, described at <https://www.ibm.com/us-en/marketplace/threat-intelligence-api>. A subset of the IBM Data is available for commercial use through the IBM X-Force Exchange Software Development Kit, described at <https://www.ibm.com/us-en/marketplace/ibm-xforce-exchange-software-development>.

Except as explicitly set forth above, Client may not copy, modify, reproduce, transmit, sell, offer for sale, rent, lease, license, sublicense, redistribute, or otherwise make available to third parties the IBM Data.

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

5.2.3 Client Data

Client is responsible for Client Data, and as between Client and IBM, Client retains any applicable ownership and intellectual property rights to Client Data subject to the licenses granted in this Service Description. By inputting, posting, displaying, transmitting, or otherwise making Client Data 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 Data or any portions thereof within the Cloud Service or in other IBM products or services.

Client will not include in Client Data any information that is subject to any restriction on disclosure, injunction, order, or other limitation that would prohibit Client from inputting such Data into the Service. Client is responsible for complying with all applicable import, export control, and economic sanctions laws and regulations when inputting, posting, displaying, transmitting, or otherwise making Client Data available on or through the Cloud Service. Client will not include in the Client Data any information or source code that is subject to the International Traffic in Arms Regulations, requires an export license, or is otherwise restricted from export under applicable export laws and regulations.

Client agrees to take appropriate steps concerning any personal information of any individual that may be included in Client Data. The laws of some jurisdictions may require the consent of the individuals prior to including their personal information in Client Data. 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 Data.

Client may choose to share Client Data with other users of the Cloud Service through public, group or private collections. For Client Data shared in a public collection, Client grants Cloud Service users a non-exclusive, worldwide, paid-up right and license to use, copy, reproduce, modify and/or make derivative works of, and distribute Client Data or portions thereof (the "Public License"). Any Client Data that Client shares through a public collection will be visible to, and may be used by, all other Cloud Service users. For Client Data shared in a group collection, Client grants Cloud Service users who are members of the group collection a non-exclusive, worldwide, paid-up right and license to use, copy, reproduce, modify and/or make derivative works of such Client Data or portions thereof for internal, non-commercial use only.

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

IBM may, but is not obligated to, remove or refuse to display any Client Data on the Cloud Service for any reason, without liability to Client. IBM has no obligation to store Client Data, and will not be responsible or liable for the deletion of Client Data or the failure to store, transmit, or receive transmission of Client Data. If Client believes the Data includes personal information that is incorrect or otherwise should be removed, Client can contact IBM using the Contribute feature within an X-Force IP Report.

5.2.4 Community Data

Client is responsible for Client's interactions with other users of the Cloud Service, including accessing Community Data. If Client copies, reproduces, distributes or otherwise makes available Community Data in accordance with the Public License in Section 5.2.3, Client must provide attribution for the Community Data. Client may be exposed to Community Data that violates IBM policies, this Service Description, or is otherwise offensive. Client accesses the Community Data at Client's own risk, and Client acknowledges that Community Data 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 Data, including but not limited to any errors or omissions in Community Data, or any loss or damage of any kind incurred as a result of the use of Community Data.

Community Data includes the user profile information of other Cloud Service users. 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 Data 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 Data 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 Data.

5.2.5 IBM Security App Exchange

Apps or other materials downloaded from the IBM Security App Exchange may be governed by separate license terms accompanying such apps or materials. Such license terms may be between Client and IBM's third party licensor, partner, or supplier. Client acknowledges that IBM has no responsibility or liability related to use of or content included in an application provided by a third party on the IBM Security App Exchange.

5.3 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.