This Agreement governs your acquisition and use of the Cloud Services. You may select Cloud Services either on-line or through an Order Document libit sovides. The Order Document submit to IBM with specify the Cloud Services and quantifies selected. IBM phases and other details of your order. The Lucie Description of the selected Cloud Services and other details of your order. The Lucie Description of the selected Cloud Services and will supersede any long the Cloud Services and will supersed the Cloud Services are supersed to the Cloud Services and will supersed the Cloud Services and will supersed the Cloud Services and will supersed the Cloud Services are supersed to the Cloud Services and will supersed the Cloud Services are supersed to the Cloud Services and will supersed the Cloud Services are supersed to the Cloud Services are supersed to the Cloud Services and will supersed the Cloud Services and will supersed the Cloud Services

Service Performance and Commitments

When IBM accepts your Order Socument it a Cloud Service, IBM will possible you've entitlements specified in the Order Dockment, you may access the Cloud Service from any losation was a resuor connection. Cloud Services are besigned to be available 24/7 subject to maintenance. Service Leveromitments, if applicable, are specified in the Service Description. In addition, some Cloud Services include entitlement to use enabling software on your machines. If applicable, descriptions and details of the software and permitted use granted by IBM or third parties will be included in the Service Description.

You may access and use each Cloud Service that you order only to the extent of entitlements acquired by you. You are responsible for use of Cloud Services by any party who accesses the Service with your account credentials.

IBM does not authorize use of any Cloud Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, viruses or harmful code, harassment, unsolicited or deceptive messages, or evading filters. Any such use is prohibited. Unless expressly provided in this Agreement, you are not authorized to use the Cloud Services to provide hosting or timesharing services to any third party.

Integration, Configuration and Custom Services

IBM may offer additional standard customization and configuration Services. Such Services are detailed in an additional Service Description and may be ordered pursuant to the Order Document. At your request, IBM may perform additional custom services, as specified in a mutually agreed Statement of Work.

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Each Cloud Service is designed to protect the proprietary content that you input into the Cloud Service and to provide for access and use of such content only in accordance with the provision of the Cloud Service. Except as otherwise specified in a Service Description, Cloud Services limit access and use of your proprietary content to IBM employees and contractors as needed to deliver the Cloud Service. IBM will not disclose your proprietary

content and will himselve destroy-wur content boon the expiral or carcellation of the Courd service or earlier upon voor lequest. IBM lesentes the right to charge for vertical activities performed by your request or vertical legislation and as delivering content is a specific formed).

The Service Description for bear Cloud Service describes the security functions and features applicable to the Cloud Service. Bit Sclud Services applicable to the Cloud Service. Bit Sclud Services applicable to the Cloud Service. Bit Sclud Services and the Company of the Service Bescription. IBM agrees to provide the Company of the Country of the Co

Some of your content of other data may be subject to governivental regulation or otherwise may require security measures beyond those specified by IBM for the Cloud Service. You agrice not to input such content in the Cloud Services or to otherwise provide such data in conjunction with other Services unless we have first agreed in writing to provide additional required security measures. You are responsible for all necessary permissions to include the content in the Cloud Service and you grant IBM permission to use, store and process the content in the delivery of the Cloud Services.

Charges, Payments & Taxes

You agree to pay all applicable charges or a Service as set forth in the Agreement and any charges for use in excess of entitlements, any custom, duty, tax (including withholding tax), levy or fee imposed by any authority resulting from your purchase or use of a Service, and any late payment fees. Unless specified otherwise in an Order Document, amounts are due upon receipt of the invoice and payable electronically within 30 days of the invoice date to an account specified by IBM.

Changes

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Summary of Comments on IBM Cloud Service Agreement

I	Page: 1		
-	Author: Ken Sub	ject: Comment on Text	Date: 12/17/2014 7:49:05 AM
	Why the capital "A"? See		
	Author: Ken Sub	ject: Comment on Text	Date: 12/17/2014 7:49:52 AM
		han abstract nouns; see !	
_		ject: Comment on Text	Date: 12/17/2014 9:38:33 PM ract is inconsistent in how it uses this term. It's used to refer to both the range of services offered
			h the singular (purchase of a single service) and plural (purchase of services).
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			like language of policy, but it would make sense to instead express it as a condition to an
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\ '	You could omit this.		
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- [Use instead "may".		
\	Author: Ken Sub	ject: Comment on Text	Date: 12/17/2014 7:12:25 PM
`	Unnecessarily legalistic.		

Comments from page 1 continued on next page

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content, and will return a destroy your sontent spon the expiration or concluding of the cloud Service, or earlier stop your request. But services to the right to tharge for certain some performed at your request of direction (such as delivering content in a substitute format).

The Service Description for each Cloud Service describes the security functions and features applicable to the Cloud Service to the Cloud Service Security with the US-EU and US-Swise Security Service Security Service Security Secretical Security Security Secretical Secretion IBM Service to provide you notice of any unautherized had party seess to you notice of any unautherized had party seess to you content of which we become always and Service Security Secu

come of sur content or other data may be successful a governmental regulation or otherwise may result to governmental regulation or otherwise may result to governmental regulation. You agree not to input such content in the Cloud Services of to otherwise provide such data in obojunction with other services unless we have first agreed in writing to provide additional required security necessary. You are responsible for all necessary permissions to include this content in the Cloud Service and you cant laM permission to use, store and process the content in the delivery of the Cloud Services.

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Comments from page 1 continued on next page

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Some of your content or other data may be subject to governmental regulation or otherwise may require security measures beyond those specified by IBM for the Cloud Service. You agree most surprise provides content in the Cloud Services or to observice provides accountly the conjunction with other Services unless we have first agreed in writing to security measures. You are responsible is all necessary permissions to include the content in the George Services, store and process the content in the delivery of the Contest Services.

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Changes

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Comments from page 1 continued on next page

This Agreement governs your acquisition and use of IBM Cloud Services. You may select Cloud Services either on-line or through an Order Document IBM provides. The Order Document you submit to IBM will specify the Cloud Services and quantities selected, IBM charges and other details of your order. The Order Document, the Service Description(s) for the selected Cloud Service(s) and this Agreement will constitute the complete agreement for the Cloud Services and will supersede any prior discussions or representations; regarding the Cloud Services. Any reproduction of this Agreement made by reliable means is considered an original.

Service Performance and Commitments

When IBM accepts your Order Document for a Cloud Service, IBM will provide you the entitlements specified in the Order Document. You may access the Cloud Service from any location via a network connection. Cloud Services are designed to be available 24/7 subject to maintenance. You will be notified of scheduled maintenance. Service Level commitments, if applicable, are specified in the Service Description. In addition, some Cloud Services include entitlement to use enabling software on your machines. If applicable, descriptions and details of the software and permitted use granted by IBM or third parties will be included in the Service Description.

You may access and use each Cloud Service that you order only to the extent of entitlements acquired by you. You are responsible for use of Cloud Services by any party who accesses the Service with your account credentials.

IBM does not authorize use of any Cloud Service for any unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence misappropriation, unauthorized access or interference, viruses or harmful code, barassment, unsolicited or deceptive messages, of evading filters. Any such use is prohibited unless expressly provided in this Agreement, you are not authorized to use the Cloud Services to provide hosting or timesharing services to any thirid party.

Integration, Configuration and Custom Services

IBM may offer additional standary customization and configuration services. Such services are stataled as an additional Service Description and myy be ordered pursuant to the Order Document. As your request, IBM may refrom additional custom services, as specified in a mutually agreed.

Statement of Work.

Conficientiality and Data Protection

Each Cloud Service is designed to protect the proprietary content that you input into the Cloud Service and to pervide for access and use of such content pair in accordance with the provision of the Cloud Service. Except as otherwise specified in a Service Description, Cloud Services limit access and use of your proprietary content to IBM employees and contractors as needed to deliver the Cloud Service. IBM will not disclose your proprietary

content, and will return or destroy your content upon the expiration or cancellation of the Cloud Servicey or earlier upon your request. IBM reserves the regist to charge for certain activities performed at your request or direction (such as delivering content in a specific format).

The Service Description for each Clark Service describes the security functions and relatures applicable to the Cloud Service. IRM Cloud Services comply with the US-EU and US-Swiss Safe Harbor/Frameworks, unless otherwisk specified in the Service Description. IRM agrees to provide you notice of any unauthorized third party access to your content of which we become aware and to provide reasonable efforts to remediate identified scuylity vulneral-filties. If your content is lost or armayled, IBM-sill assist you in restoring the content to the Cloud Service from your last available back up chay in compatibly format.

Some of your content or other data transbe stoject to governmental regulation or otherwise my requires security measures beyond those specified by the forthe Cloud Service. You give no no invividual content in the Cloud Service of the store of the content in the Cloud Service of the store of the content in the Cloud Service of the store of the content in the cloud Service of the responsible for all necessary permissions to my detail the content in the Cloud Service of the content in the Cloud Service of the content in the cloud Services. The content in the deliveryone of the content in the content

Charges, Payments & 7/1/kes

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Changes

IBM may modify the complete environment used to provide a Cloud Service, provided that such change does not degrade the functionality or the security features of the Coud Service. Other changes to the Service Description made by IBM will not apply until any agreed renewal or extension.

Page 1 of 3

Z126-6304-US-2 02-2014 IBM Cloud Services Agreement.doc

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Term, Termination, Suspension

The term of a Cloud Service is described in the Service Description or Order Document. Any renewal terms for a Cloud Service will be as otherwise specified in the Service Description or Order Document. IBM may withdraw a Cloud Service on 12 months' notice, or as specified in the Service Description, and IBM will either costinue to provide the Cloud Service for the remainder of your unexpired term or work with you to migrate to another IBM Service. IBM may suspend, woke or limit use of a Cloud Service if in BM's sole discretion there is a breach of security, breach of your obligations under the Agreement or wolation of law Charges will continue to accrue for the floud Service during any suspension. If the laws of the suspension is reasonably capable of beil remedied, IBM will provide you notice of what actions you must take to reinstate the Cloud Service If you fail to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Liability and Indemnity

IBM's entire liability for all claims in the aggregate arising from your use of a Cloud Service acquired hereunder will not exceed the amount of any actual direct damages up to the amounts paid in the prior 12 months for the Cloud Service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries and contractors. IBM will not be liable for special, incidental, exemplary, indirect or economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.

If a third party asserts in a litigation against you that a Service acquired hereunder infringes that party's patent or copyright, IBM will defend you against that claim and pay damages that a court finally awards against you or that are included in a settlement approved by IBM, provided that you promptly notify IBM in writing of the claim, supply information requested by IBM, and allow IBM to control the defense and settlement. IBM reserves the right to modify or replace the Service with an equivalent nor-infringing one or, if replacement is not

reasonably available to discontinue the Cloud Service and provide a credit for any pregnant unexpired term. IBM has no liability for claims that include, in whole or part, liters not provided by IBM. You are reasonable for any visition of law or any third party rights creen by your content or, except as provided in this pagaraph, your use of the

Warranties and Disclaimers

IBM warrants it will play ide the Cloud Service using commentally hasonable care and skill in secondary with the Services Deschotion. The warrants period is the term of the Service.

IBM does not was not uninterrupted or error-free coeration of a cloud service. This is warranties are the exclusive warranties in an IRM. They replaced to the warranties, including the implied warranties or conditions of satisfactory quality, reperhautability, noty-infringement, and fitness for a particular purpose.

Compliance with Laws

Each party remains responsible for complying with laws, rules and regulations applyicable to its lower regulations applyicable to its lower resource, and content including applicable export and import laws. A cloud Service, and content including applicable export and import laws. A cloud Service, a delivared in, and the cooled forum and take in which you ordered the Cloud Services.

General

IBM may use global resources (personnel, and resources in locations workwide) and third pasuppliers to support the telelivery of Cloud Services.

Assignment of this Agreement and the rights and obligations under it, including entitlements to the Cloud Service, is not permitted except to a subsidiary or to a successor organization by nerger or acquisition. Assignment by IBM to conjunction with the sale of the portion of IBM's business that includes the Cloud Service is not restricted.

IBM Business Partners are independent from IBM and unitaterally determine their prices and terms. IBM set responsible for their actions, statements or the offender they provide under their agreements.

Page: 2

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Comments from page 2 continued on next page

Term, Termination, Suspension

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Liability and Indemnity

IBM's entire liability for all claims in the aggregate arising from your use of a Cloud Service acquired hereunder will not exceed the amount of any actua direct damages up to the amounts paid in the prior 12 months for the word Service that is the subjection of the claim, regardless of the basis of the claim. This limit applies conscively to 12M, its sussidiaries and contractors. IBM will not be liable for special incidental exemplary, indirect or economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.

If a third party asserts in a listination against you that a Service acquired hereunder intringes that party's patent or copyright, IBM will defend you against that claim and pay damages that a court finally awards against you or that are included in a settlement approved by IBM, provided that you promptly notify IBM in writing of the claim, supply information requested by IBM, and allow IBM to control the defense and settlement. IBM reserves the right to modify or replace the Service with an equivalent non-infringing one or, if replacement is not

reasonably available, to discontinue the Cloud Service and provide a credit for any pre-paid unexpired term. IBM has no liability for claims that include, in whole or part, items not provided by IBM. You are responsible for any violation of law or any third party rights caused by your content or, except as provided in this paragraph, your use of the

Warranties and Disclaining

IBM warrante it will provide the Claud Service using commercially easonable care and skill in accerdance with the Services Description. warranty period is the term of the Service.

IBM does not warrant uninterrypted or error-free operation of a Cloud Service. These warranties are the exclusive warranties from IBM. They replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability northingement, and fitness for a particular purpose.

Compliance with Laws

Each party remains responsible for complying with laws, rules and regulations applicable to its business, use of a Cloud Service, and content, including applicable export and import laws. A Cloud Service is delivered in, and the choice of forum and law (without regard to conflict or iaws) is the country nd state in which you ordered the Cloud Services

General (personnel, affiliates, IBM may use grant (personnel, affiliates, and third part) and resources in ocasions wordwide, and third party Assignment of this Agreement and the rights and obligations under it, including entitlements to the Cloud Service, is not permitted except to a subsidiary or to a successor aganization by merger or acquisition. Assignment by IBM-in conjunction with the sale of the portion at IBM's business that includes the Cloud Service is not IBM Busicess Partners are independent from IBM and

unilaterally determine their prises and terms.

responsible for their actions, statements or the offer they provide under their screements.

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Term, Termination, Suspension

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If a third party asserte in a litigation against with nat a Service acquired hereunder infringes that party's patent or copyright, IBM will defend you against that claim and pay damages that a court finally awards against you or that we included in a settlement approved by IBM, provided that you promptly notify IBM in writing of the claim, supply information requested by IBM, and allow IBM control the defense and settlement IBM reserves the right to modify erreplace the Service with an equivalent non-infringing one or, if replacement is not

reasonably available, to discontinue the Cloud Service and provide a credit for any pre-paid unexpired term. IBM has no liability for claims that include, in whole or part, items not provided by IBM. You are responsible for any violation of law or any third party rights caused by your content or, except as provided in this paragraph, your use of the Service.

Warranties and Disclaimers

General

IBM warrants if will provide the Cloud Service using commercially reasonable care and skill in accordance with the Services Description. The warranty period is the term of the Service

IBM does not warrant uninterruped or error 5-6 operation of a Cloud Service. These warranty's are the exclusive warrantes from IBM. hey replace all other warranties, including the implied warranties or conditions of saystactory quality, marchantability, ori-infringment, and fitness for a particular purpose.

Each party the sister responsibly for conting with laws, pries and regulations a straight to its business, use of a Cloud straight to its including applicable export and importants. A Cloud Service is straight and importants. A Cloud Service is straight and the rapice of forum and law tenthout repair to promite of laws) is the country and state is which you ordered the Cloud Services.

General

With may use global resources (personnel, affiliates, and esources in locations windwide) and the party suppliers to support the relivery of Cloud Services.

Assignment of this Agreement and the rights and obligations ander it including entitlements to the Cloud Service. Is not permitted except to a supplier or acquisition with the sale of the portion of IBM's business that includes the Cloud Service is not restricted.

IBM Business Partners are independent from MM and unilaterally determine their prices and terms. IBM is not responsible for their actions, statements or the offerings they provide under their agreements.

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After signing, please return a copy of this	s Acceptance Document to the "IBM Company address" shown above.

Page: 3

Nowhere else is this contract described as an "acceptance document". And why the initial capitals?