

IBM Cloud Services Agreement

This Agreement governs your acquisition and use of IBM Cloud Services. You may select Cloud Services either online 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 a 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, 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.

Confidentiality and Data Protection

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

The Service Description for each Cloud Service describes the security functions and features applicable to the Cloud Service. IBM Cloud Services comply with the US-EU and US-Swiss Safe Harbor Frameworks, unless otherwise specified in the Service Description. IBM 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 security vulnerabilities. If your content is lost or damaged, IBM will assist you in restoring the content to the Cloud Service from your last available back up copy in compatible format.

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 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 for 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.

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Summary of Comments on IBM Cloud Service Agreement

Page: 1

| | | | | |
|---|--|-------------|--------------------------|-----------------------------|
| 1 | Number: 1 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:49:05 AM |
| | Why the capital "A"? See MSDCD 2.110. | | | |
| 1 | Number: 2 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:49:52 AM |
| | Verbs would be better than abstract nouns; see MSCD 17.7. | | | |
| 1 | Number: 3 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:38:33 PM |
| | What does this mean? More generally, this contract is inconsistent in how it uses this term. It's used to refer to both the range of services offered and the services purchased. And it's used in both the singular (purchase of a single service) and plural (purchase of services). | | | |
| 1 | Number: 4 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:57:37 AM |
| | Omit; see Garner's Modern American Usage. | | | |
| 1 | Number: 5 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:50:52 AM |
| | Why the initial capitals? | | | |
| 1 | Number: 6 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:39:18 PM |
| | Awkward. To whom? | | | |
| 1 | Number: 7 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:52:21 AM |
| | What category of contract language? This looks like language of policy, but it would make sense to instead express it as a condition to an effective order document. | | | |
| 1 | Number: 8 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:40:10 PM |
| | Add serial comma after; see MSCD 12.55. | | | |
| 1 | Number: 9 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:40:35 PM |
| | Awkward; see MSCD 17.28. | | | |
| 1 | Number: 10 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:53:43 AM |
| | Same. | | | |
| 1 | Number: 11 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:58:37 AM |
| | Insert serial comma before; see MSCD 12.55. | | | |
| 1 | Number: 12 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:54:11 AM |
| | Awkward; "your" would be better. | | | |
| 1 | Number: 13 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:09:54 PM |
| | Add "between IBM and you". | | | |
| 1 | Number: 14 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:43:20 AM |
| | Which Cloud Services? | | | |
| 1 | Number: 15 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:09:29 PM |
| | If I were aiming for simplicity, one word I'd omit is "representations"; see MSCD 3.273. | | | |
| 1 | Number: 16 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:59:36 AM |
| | Why the passive voice? Why the simple present tense? Why the abstract noun "reproduction" instead of a verb ("If you reproduce")? More to the point, why include this sentence at all? The default rules cover this issue adequately. | | | |
| 1 | Number: 17 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:15:52 PM |
| | Omit. | | | |
| 1 | Number: 18 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:52:10 PM |
| | Do you really return content or just give access to it? | | | |
| 1 | Number: 19 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:27:56 PM |
| | Why not just "termination"? | | | |
| 1 | Number: 20 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:00:05 AM |
| | You could omit this. | | | |
| 1 | Number: 21 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:29:04 PM |
| | Use instead "may". | | | |
| 1 | Number: 22 | Author: Ken | Subject: 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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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.

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| | | | | |
|---|---|-------------|--------------------------|-----------------------------|
| T | Number: 23 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:29:45 PM |
| | Redundant; see MSCD 13.88. | | | |
| T | Number: 24 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:52:35 PM |
| | Use active voice, not passive. | | | |
| T | Number: 25 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:31:27 PM |
| | Should be able to use just one word. | | | |
| T | Number: 26 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:31:52 PM |
| | See previous comment regarding "such as". | | | |
| T | Number: 27 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:02:42 AM |
| | Use active voice, not passive voice. | | | |
| T | Number: 28 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:01:49 AM |
| | Jargon. | | | |
| T | Number: 29 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:02:00 AM |
| | Jargon. | | | |
| T | Number: 30 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:04:46 AM |
| | Use a verb instead of abstract noun. As is, obscure and bureaucratic. | | | |
| T | Number: 31 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:06:28 AM |
| | Avoidable. | | | |
| T | Number: 32 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:32:24 PM |
| | Use "of" instead. | | | |
| T | Number: 33 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:32:55 PM |
| | Why now qualify "Cloud Services" like this? | | | |
| T | Number: 34 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:05:04 AM |
| | Omit. | | | |
| T | Number: 35 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:33:17 PM |
| | What are these? And why initial capitals? | | | |
| T | Number: 36 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:12:54 PM |
| | Unnecessarily legalistic. And use verb instead of abstract noun. | | | |
| T | Number: 37 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:06:46 AM |
| | Avoidable. | | | |
| T | Number: 38 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:41:37 PM |
| | Use verb ("notify") instead of abstract noun ("notice"). | | | |
| T | Number: 39 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:34:11 PM |
| | Why use "agrees to" here (and nowhere else) to express an obligation? | | | |
| T | Number: 40 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:10:46 PM |
| | Redundancy? | | | |
| T | Number: 41 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:43:04 PM |
| | Archaic; see MSCD 13.679. Also, is a phrasal adjective, so should have hyphen. | | | |
| T | Number: 42 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:43:29 PM |
| | Use verb instead of abstract noun. | | | |
| T | Number: 43 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:45:49 PM |
| | Use active instead of passive voice? | | | |
| T | Number: 44 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:07:28 AM |
| | Active voice instead of passive voice. | | | |
| T | Number: 45 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:45:21 PM |
| | Archaic; see MSCD 13.679. | | | |
| T | Number: 46 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:54:03 AM |
| | Why shift to "we" to refer to IBM? Used only twice. Potential reader miscue, as "we" could refer to IBM and the customer. | | | |
| T | Number: 47 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:43:52 PM |
| | Unorthodox word choice. | | | |

Comments from page 1 continued on next page

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Some of your content or other data ⁵⁷may be subject to governmental regulation or otherwise ⁵⁸may ⁵⁹require security measures beyond those specified by IBM for the Cloud Service. You ⁶³agree not to input such content in the Cloud Services or to ⁶⁶otherwise provide such data in conjunction with other Services unless ⁷⁰you have first agreed in writing to provide additional ⁷¹required 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.

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| | | | | |
|---|---|-------------|--------------------------|------------------------------|
| T | Number: 48 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 3:55:10 PM |
| | Awkward; see MSCD 13.567. | | | |
| T | Number: 49 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:46:21 PM |
| | Unnecessary? | | | |
| T | Number: 50 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:08:58 AM |
| | Active voice, not passive voice. | | | |
| T | Number: 51 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:13:19 PM |
| | Unnecessarily legalistic. | | | |
| T | Number: 52 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 10:41:11 AM |
| | Presumably IBM doesn't care which copy the customer wants to restore. | | | |
| T | Number: 53 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 3:56:30 PM |
| | One word. | | | |
| T | Number: 54 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:09:29 AM |
| | Use verb, not abstract noun. | | | |
| T | Number: 55 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:10:35 AM |
| | Confusing; use instead "anyone". | | | |
| T | Number: 56 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:00:15 PM |
| | If the term is "Cloud Service," don't haphazardly use "Service" instead. | | | |
| T | Number: 57 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 10:12:07 AM |
| | Use "might" instead; see MSCD 3.162. | | | |
| T | Number: 58 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 6:57:50 PM |
| | Use "might" instead; see MSCD 3.162. | | | |
| T | Number: 59 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 6:59:25 PM |
| | Not a requirement, so instead say that the customer might want extra security measures. | | | |
| T | Number: 60 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:55:43 PM |
| | Wordy; use instead "You [must] [will] not use," depending on what verb structure you end up using to express obligations. | | | |
| T | Number: 61 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:36:52 AM |
| | What does this mean? Who determines what is inappropriate? | | | |
| T | Number: 62 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:12:10 PM |
| | This is conducive to confusion; see MSCD 13.624. Also, not clear when this aside ends and the next item in the list begins. | | | |
| T | Number: 63 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:00:43 PM |
| | Say "must not" instead. | | | |
| T | Number: 64 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:47:55 PM |
| | Do you have in mind a meaningful distinction? | | | |
| T | Number: 65 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:38:27 AM |
| | Saying "use of any Cloud Service for ... violence" sounds odd. | | | |
| T | Number: 66 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 10:16:16 AM |
| | More specific? | | | |
| T | Number: 67 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:38:38 AM |
| | Of what? | | | |
| T | Number: 68 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:38:47 AM |
| | With what? | | | |
| T | Number: 69 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:39:18 AM |
| | Saying "use of any Cloud Service for ... viruses or harmful code" sounds odd. | | | |
| T | Number: 70 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:03:33 PM |
| | Could be understood as referring to IBM and the customer. | | | |
| T | Number: 71 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:04:02 PM |
| | Redundant? | | | |
| T | Number: 72 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:39:51 AM |
| | Redundant to both withhold authorization and prohibit. | | | |

Comments from page 1 continued on next page

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| | | | | |
|----|-----|-----------------|------------------------|--|
| 73 | Ken | Comment on Text | 12/17/2014 8:40:55 AM | Rhetorical emphasis; see MSCD 1.55. |
| 74 | Ken | Comment on Text | 12/17/2014 7:05:27 PM | Say instead "permissions that you need" |
| 75 | Ken | Comment on Text | 12/17/2014 7:08:38 PM | Say instead "your". |
| 76 | Ken | Comment on Text | 12/17/2014 9:55:33 PM | Say instead "[must] [will] not use," depending on what verb structure you end up using to express obligations. |
| 77 | Ken | Comment on Text | 12/17/2014 7:06:51 PM | Say instead "IBM may"; see MSCD 3.205. |
| 78 | Ken | Comment on Text | 12/17/2014 8:43:44 AM | Omit. |
| 79 | Ken | Comment on Text | 12/17/2014 7:07:42 PM | Add serial comma after; see MSCD 12.55. |
| 80 | Ken | Comment on Text | 12/17/2014 7:08:20 PM | Say instead "your". |
| 81 | Ken | Comment on Text | 12/17/2014 7:09:31 PM | Say instead "delivering" (verb) instead of "delivery" (abstract noun). |
| 82 | Ken | Comment on Text | 12/17/2014 8:45:24 AM | Archaic; see MSCD 13.679. |
| 83 | Ken | Comment on Text | 12/17/2014 8:52:13 AM | Use serial comma; see MSCD 12.55. |
| 84 | Ken | Comment on Text | 12/18/2014 9:13:19 PM | Why language of discretion? There's no question that IBM has the discretion to offer additional services. Instead, give the customer the option of requesting additional services. |
| 85 | Ken | Comment on Text | 12/17/2014 7:09:52 PM | Say instead "must". |
| 86 | Ken | Comment on Text | 12/17/2014 7:10:26 PM | Omit; see MSCD 13.14. |
| 87 | Ken | Comment on Text | 12/17/2014 8:54:29 AM | Why capital "S"? |
| 88 | Ken | Comment on Text | 12/17/2014 8:58:31 AM | Tense? And "detailed" is an odd choice. |
| 89 | Ken | Comment on Text | 12/17/2014 7:10:56 PM | Stuffy legalism; see MSCD 17.14. |
| 90 | Ken | Comment on Text | 12/17/2014 7:11:06 PM | Say instead "this". |
| 91 | Ken | Comment on Text | 12/17/2014 9:49:38 PM | Use active, not passive voice. |
| 92 | Ken | Comment on Text | 12/17/2014 8:58:48 AM | Why initial capitals? |
| 93 | Ken | Comment on Text | 12/17/2014 7:12:05 PM | Redundancy. |
| 94 | Ken | Comment on Text | 12/17/2014 7:13:38 PM | Unnecessarily legalistic. |
| 95 | Ken | Comment on Text | 12/17/2014 8:55:12 AM | Stuffy legalism; see MSCD 17.14. |
| 96 | Ken | Comment on Text | 12/18/2014 10:11:20 AM | Doesn't make sense to structure this as language of discretion, giving IBM discretion to perform additional services. |
| 97 | Ken | Comment on Text | 12/17/2014 2:13:06 PM | Redundant; see MSCD 13.433. |

Comments from page 1 continued on next page

IBM Cloud Services Agreement

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, 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.

Confidentiality and Data Protection

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 in accordance with the provision of the Cloud Service. Except as otherwise specified in a Service Description, Cloud Services permit 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 Service, or earlier upon your request. IBM reserves the right to charge for certain activities performed at your request or direction (such as delivering content in a specific format).

The Service Description for each Cloud Service describes the security functions and features applicable to the Cloud Service. IBM Cloud Services comply with the US-EU and US-Swiss Safe Harbor Frameworks, unless otherwise specified in the Service Description. IBM 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 security vulnerabilities. If your content is lost or damaged, IBM will assist you in restoring the content to the Cloud Service from your last available back up copy in compatible format.

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 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 for 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 due upon receipt of the invoice and payable electronically within 30 days of the invoice date to an account specified by IBM.

Changes

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

| | | | |
|--|-------------|--------------------------|-----------------------------|
| Number: 98 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:14:54 PM |
| Stilted. | | | |
| Number: 99 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:13:58 PM |
| Phrasal adjective, so needs a hyphen. | | | |
| Number: 100 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:15:09 PM |
| Why initial capitals? | | | |
| Number: 101 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:15:01 PM |
| This is a "passive-type policy"; state instead as an obligation. See MSCD 3.244. | | | |
| Number: 102 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:15:28 PM |
| This is a "passive-type policy"; state instead as an obligation. See MSCD 3.244. | | | |
| Number: 103 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:16:01 PM |
| Best not to use "within"; see MSCD 10.49. | | | |
| Number: 104 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:16:34 PM |
| Use active voice, not passive. | | | |
| Number: 105 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:20:56 PM |
| Don't you mean "confidential"? | | | |
| Number: 106 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:21:12 PM |
| Jargon. | | | |
| Number: 107 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:15:10 PM |
| Omit? | | | |
| Number: 108 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:21:58 PM |
| Use "that" instead; see MSCD 13.635. | | | |
| Number: 109 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:14:56 PM |
| Unclear. | | | |
| Number: 110 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:16:55 PM |
| Jargon? | | | |
| Number: 111 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:17:40 PM |
| Say instead "on condition that"; see MSCD 13.541. | | | |
| Number: 112 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:19:06 PM |
| Say instead "any such"; see MSCD 13.635. | | | |
| Number: 113 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 9:51:04 PM |
| This could be understood as meaning "provide access and use ... to only". That's presumably not what you mean. | | | |
| Number: 114 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 2:25:08 PM |
| Why initial capitals? | | | |
| Number: 115 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:19:25 PM |
| Use active voice, not passive. | | | |
| Number: 116 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:20:28 PM |
| Could probably be clearer. | | | |

Term, Termination, Suspension

The ³term of a Cloud Service is ⁴described in the Service Description or Order Document. Any renewal terms for a Cloud Service will be as ⁹otherwise 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 ¹²continue to provide the Cloud Service for the remainder of your unexpired term or work with you to ¹⁴migrate to another IBM ¹⁶service. IBM may suspend, ¹⁷revoke or limit use of a Cloud Service if ²⁰IBM's sole discretion there is a breach of security, ²²breach of your obligations under the Agreement or ²³violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension is reasonably capable of being 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 non-infringing one or, if replacement is not

¹reasonably available, to discontinue the Cloud Service and provide a credit for any pre²paid unexpired term. IBM ⁵has no liability for claims that include, in whole or part, ⁶items not ⁷provided by IBM. You are responsible for any ⁸violation of law or any ¹⁰third party rights ¹¹caused by your content or, except as provided in this paragraph, your use of the Service.

Warranties and ¹³Disclaimers

IBM ¹⁵warrants it will provide the Cloud Service using ¹⁸commercially ¹⁹reasonable care and skill in accordance with the Services Description. ²¹The warranty period is the term of the Service.

IBM does not warrant uninterrupted 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, non-infringement, 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 of laws) is the country and state in which you ordered the Cloud Services.

General

IBM may use global resources (personnel, affiliates, and resources in locations worldwide) and third party suppliers to support the delivery 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 merger or acquisition. Assignment by IBM in 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 unilaterally determine their prices and terms. IBM is not responsible for their actions, statements or the offerings they provide under their agreements.

| | | | | |
|---|---|-------------|--------------------------|-----------------------------|
| 1 | Number: 1 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:53:51 PM |
| | Could perhaps use something less awkward. | | | |
| 1 | Number: 2 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:54:03 PM |
| | Omit. | | | |
| 1 | Number: 3 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:21:14 PM |
| | Could be understood to mean "provision". | | | |
| 1 | Number: 4 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:21:36 PM |
| | Say instead "stated". | | | |
| 1 | Number: 5 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:54:22 PM |
| | Use instead "liable". | | | |
| 1 | Number: 6 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:54:34 PM |
| | Awkward. | | | |
| 1 | Number: 7 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:54:57 PM |
| | Use active voice, not passive. | | | |
| 1 | Number: 8 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:18:43 PM |
| | Use verb instead of abstract noun. | | | |
| 1 | Number: 9 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:21:55 PM |
| | Awkward. | | | |
| 1 | Number: 10 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:55:50 PM |
| | Archaic; see MSCD 13.679. Also, is a phrasal adjective so needs a hyphen. | | | |
| 1 | Number: 11 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:56:28 PM |
| | Use active voice, not passive. | | | |
| 1 | Number: 12 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:23:33 PM |
| | Restructure so that it's clear that this applies after notice, not after withdrawal. | | | |
| 1 | Number: 13 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:11:57 PM |
| | Not a UCC term; see MSCD 13.163. | | | |
| 1 | Number: 14 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:23:54 PM |
| | Migrate what? | | | |
| 1 | Number: 15 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:57:48 PM |
| | Redundant; see MSCD 13.743. | | | |
| 1 | Number: 16 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:24:05 PM |
| | Why initial capital? | | | |
| 1 | Number: 17 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:26:12 PM |
| | Word choice? And add serial comma after; see MSCD 12.55. | | | |
| 1 | Number: 18 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:59:13 PM |
| | Redundant; see MSCD 8.16. | | | |
| 1 | Number: 19 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:59:57 PM |
| | Ideally, delete this and be specific in the Services Description as to what's required. | | | |
| 1 | Number: 20 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:29:10 PM |
| | To make it less awkward, add "determines" after. But bigger issue is that it wouldn't be fair to make this at IBM's discretion: any court would want to know whether, for example, the customer had in fact breached an obligation. | | | |
| 1 | Number: 21 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:00:18 PM |
| | Redundant. | | | |
| 1 | Number: 22 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:29:58 PM |
| | Use verb instead of abstract noun. | | | |
| 1 | Number: 23 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:30:15 PM |
| | Use verb instead of abstract noun. | | | |

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 continue 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, revoke or limit use of a Cloud Service if in IBM's sole discretion there is a breach of security, breach of your obligations under the Agreement or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension is reasonably capable of being 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, the aggregate arising from your use of a Cloud Service required hereunder will not exceed the amount of any actual direct damages up to the amounts paid in the 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 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

IBM warrants it 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 uninterrupted 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, non-infringement, 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. Cloud Service is delivered in, and the choice of forum and law (without regard to conflict of laws) is the country and state in which you ordered the Cloud Services.

General

IBM may use global resources (personnel, affiliates, and resources in locations worldwide) and third party suppliers to support the delivery 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 merger or acquisition. Assignment by IBM in 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 unilaterally determine their prices and terms. IBM is not responsible for their actions, statements or the offerings they provide under their agreements.

| | | | | |
|---|---|-------------|--------------------------|-----------------------------|
| T | Number: 24 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:13:40 PM |
| | Add the essence of this to the next sentence. | | | |
| T | Number: 25 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:12:51 PM |
| | Say instead "IBM is only the warranties stated in this agreement and is making no other warranties, including". | | | |
| T | Number: 26 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:33:05 PM |
| | What about something to track "revoke"? | | | |
| T | Number: 27 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:33:39 PM |
| | Awkward, including passive voice. | | | |
| T | Number: 28 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:34:27 PM |
| | Use verb not abstract noun. | | | |
| T | Number: 29 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:02:24 PM |
| | Omit. | | | |
| T | Number: 30 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:34:46 PM |
| | Use instead "those"; see MSCD 13.365. | | | |
| T | Number: 31 | Author: Ken | Subject: Comment on Text | Date: 12/18/2014 9:20:05 PM |
| | Best not to emphasize specific provisions; see MSCD 16.26. | | | |
| T | Number: 32 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:13:57 PM |
| | Word choice. | | | |
| T | Number: 33 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:38:50 PM |
| | Redundant. | | | |
| T | Number: 34 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:39:28 PM |
| | Move this elsewhere. | | | |
| T | Number: 35 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:14:52 PM |
| | Redundant. | | | |
| T | Number: 36 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:38:06 PM |
| | Redundant. | | | |
| T | Number: 37 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:39:37 PM |
| | Redundant. | | | |
| T | Number: 38 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:15:35 PM |
| | Could be clearer. | | | |
| T | Number: 39 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:40:16 PM |
| | Whose? | | | |
| T | Number: 40 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:40:57 PM |
| | Add "aggregate" concept here too. | | | |
| T | Number: 41 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:41:36 PM |
| | Use active voice, not passive. | | | |
| T | Number: 42 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:42:14 PM |
| | Use instead "previous". | | | |
| T | Number: 43 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:42:40 PM |
| | Say instead "that cloud service". | | | |
| T | Number: 44 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:43:03 PM |
| | Move this. | | | |
| T | Number: 45 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:43:21 PM |
| | Add serial comma after; see MSCD 12.55. | | | |
| T | Number: 46 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:44:18 PM |
| | If you're looking to simplify, this is an obvious candidate; see MSCD 13.105. | | | |
| T | Number: 47 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:43:37 PM |
| | Add "its" after. | | | |
| T | Number: 48 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:19:33 PM |
| | Omit. | | | |

Comments from page 2 continued on next page

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If a third party asserts in a litigation against you that a Service required 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 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.

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| | | | | |
|---|--|-------------|--------------------------|-----------------------------|
| 1 | Number: 49 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:20:40 PM |
| | Say instead "around the world". | | | |
| 1 | Number: 50 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:18:29 PM |
| | Archaic; see MSCD 13.679. Also, is a phrasal adjective so needs a hyphen. | | | |
| 1 | Number: 51 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:18:49 PM |
| | Say instead "in delivering". | | | |
| 1 | Number: 52 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:44:54 PM |
| | Archaic; see MSCD 13.679. | | | |
| 1 | Number: 53 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:45:32 PM |
| | Too narrow? | | | |
| 1 | Number: 54 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:21:33 PM |
| | Problematic in various respects. | | | |
| 1 | Number: 55 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:45:18 PM |
| | Redundant. | | | |
| 1 | Number: 56 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:45:56 PM |
| | Not clear enough? | | | |
| 1 | Number: 57 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:47:25 PM |
| | Add language to tie this to that claim. | | | |
| 1 | Number: 58 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:47:50 PM |
| | Say instead "on condition that"; see MSCD 13.541. | | | |
| 1 | Number: 59 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:22:10 PM |
| | Say instead "IBM may ..." | | | |
| 1 | Number: 60 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:48:49 PM |
| | Say instead "any". | | | |
| 1 | Number: 61 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:23:14 PM |
| | This is the only mention of IBM Business Partners. Who are they and what role do they play in this transaction? | | | |
| 1 | Number: 62 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:50:05 PM |
| | Say instead "may"; see MSCD 3.143. | | | |
| 1 | Number: 63 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 8:23:36 PM |
| | Awkward. | | | |
| 1 | Number: 64 | Author: Ken | Subject: Comment on Text | Date: 12/17/2014 7:52:42 PM |
| | Omit; see Garner's Modern American Usage 563 (3d ed. 2009) ("With few exceptions, the prefix "non-" does not take a hyphen unless it is attached to a proper noun ..."). | | | |

 Number: 1 Author: Ken Subject: Comment on Text Date: 12/18/2014 10:30:01 AM
Nowhere else is this contract described as an "acceptance document". And why the initial capitals?