IBM Cloud Services Agreement

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Service Performance and Commitments

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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

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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 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.

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Summary of Comments on IBM Cloud Service Agreement

Page: 1

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:49:05 AM
Why the capital "A"? See MSDCD 2.110.

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.

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).

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:57:37 AM
Omit; see Garner's Modern American Usage.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:50:52 AM
Why the initial capitals?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:39:18 PM
Awkward. To whom?

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:40:10 PM
Add serial comma after; see MSCD 12.55.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:40:35 PM
Awkward; see MSCD 17.28.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:53:43 AM
Same.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:58:37 AM
Insert serial comma before; see MSCD 12.55.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:54:11 AM
Awkward; "your" would be better.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:09:54 PM
Add "between IBM and you".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:43:20 AM
Which Cloud Services?

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.

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.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:15:52 PM
Omit.

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?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:27:56 PM
Why not just "termination"?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:00:05 AM
You could omit this.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:29:04 PM
Use instead "may".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:12:25 PM
Unnecessarily legalistic.

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Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:29:45 PM
Redundant; see MSCD 13.88.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:52:35 PM
Use active voice, not passive.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:31:27 PM
Should be able to use just one word.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:31:52 PM
See previous comment regarding "such as".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:02:42 AM
Use active voice, not passive voice.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:01:49 AM
Jargon.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:02:00 AM
Jargon.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:06:28 AM
Avoidable.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:32:24 PM
Use "of" instead.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:32:55 PM
Why now qualify "Cloud Services" like this?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:05:04 AM
Omit.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:33:17 PM
What are these? And why initial capitals?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:12:54 PM
Unnecessarily legalistic. And use verb instead of abstract noun.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:06:46 AM
Avoidable.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:41:37 PM
Use verb ("notify") instead of abstract noun ("notice").

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?

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:10:46 PM
Redundancy?

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:43:29 PM
Use verb instead of abstract noun.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:45:49 PM
Use active instead of passive voice?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:07:28 AM
Active voice instead of passive voice.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:45:21 PM
Archaic; see MSCD 13.679.

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.

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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Comments:

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 3:55:10 PM
Awkward; see MSCD 13.567.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 9:46:21 PM
Unnecessary?

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:08:58 AM
Active voice, not passive voice.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 7:13:19 PM
Unnecessarily legalistic.

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.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 3:56:30 PM
One word.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:09:29 AM
Use verb, not abstract noun.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:10:35 AM
Confusing; use instead "anyone".

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.

Author: Ken — Subject: Comment on Text — Date: 12/18/2014 10:12:07 AM
Use "might" instead; see MSCD 3.162.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 6:57:50 PM
Use "might" instead; see MSCD 3.162.

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.

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.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:36:52 AM
What does this mean? Who determines what is inappropriate?

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.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 7:00:43 PM
Say "must not" instead.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 9:47:55 PM
Do you have in mind a meaningful distinction?

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:38:27 AM
Saying "use of any Cloud Service for ... violence" sounds odd.

Author: Ken — Subject: Comment on Text — Date: 12/18/2014 10:16:16 AM
More specific?

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:38:38 AM
Of what?

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:38:47 AM
With what?

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.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 7:03:33 PM
Could be understood as referring to IBM and the customer.

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 7:04:02 PM
Redundant?

Author: Ken — Subject: Comment on Text — Date: 12/17/2014 8:39:51 AM
Redundant to both withhold authorization and prohibit.

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Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:40:55 AM
Rhetorical emphasis; see MSCD 1.55.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:05:27 PM
Say instead "permissions that you need"

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:08:38 PM
Say instead "your".

Author: Ken   Subject: Comment on Text   Date: 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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:06:51 PM
Say instead "IBM may"; see MSDC 3.205.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:43:44 AM
Omit.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:07:42 PM
Add serial comma after; see MSCD 12.55.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:08:20 PM
Say instead "your".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:09:31 PM
Say instead "delivering" (verb) instead of "delivery" (abstract noun).

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:45:24 AM
Archaic; see MSCD 13.679.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:52:13 AM
Use serial comma; see MSCD 12.55.

Author: Ken   Subject: Comment on Text   Date: 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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:09:52 PM
Say instead "must".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:10:26 PM
Omit; see MSCD 13.14.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:54:29 AM
Why capital "S"?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:58:31 AM
Tense? And "detailed" is an odd choice.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:10:56 PM
Stuffy legalism; see MSCD 17.14.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:11:06 PM
Say instead "this".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 9:49:38 PM
Use active, not passive voice.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:58:48 AM
Why initial capitals?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:12:05 PM
Redundancy.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:13:38 PM
Unnecessarily legalistic.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:55:12 AM
Stuffy legalism; see MSCD 17.14.

Author: Ken   Subject: Comment on Text   Date: 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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:13:06 PM
Redundant; see MSCD 13.433.

Comments from page 1 continued on next page

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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.

Changes

IBM may modify the computing 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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:14:54 PM
Stilted.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:13:58 PM
Phrasal adjective, so needs a hyphen.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:15:09 PM
Why initial capitals?

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.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:16:01 PM
Best not to use "within"; see MSCD 10.49.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:16:34 PM
Use active voice, not passive.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:20:56 PM
Don't you mean "confidential"?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:21:12 PM
Jargon.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:15:10 PM
Omit?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:21:58 PM
Use "that" instead; see MSCD 13.635.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:14:56 PM
Unclear.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:16:55 PM
Jargon?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:17:40 PM
Say instead "on condition that"; see MSCD 13.541.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:19:06 PM
Say instead "any such"; see MSCD 13.635.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 2:25:08 PM
Why initial capitals?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:19:25 PM
Use active voice, not passive.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:20:28 PM
Could probably be clearer.

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 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

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. 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.

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Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:53:51 PM
Could perhaps use something less awkward.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:54:03 PM
Omit.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:21:14 PM
Could be understood to mean "provision".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:21:36 PM
Say instead "stated".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:54:22 PM
Use instead "liable".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:54:34 PM
Awkward.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:54:57 PM
Use active voice, not passive.

Author: Ken   Subject: Comment on Text   Date: 12/18/2014 9:18:43 PM
Use verb instead of abstract noun.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:21:55 PM
Awkward.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:56:28 PM
Use active voice, not passive.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:11:57 PM
Not a UCC term; see MSCD 13.163.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:23:54 PM
Migrate what?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:57:48 PM
Redundant; see MSCD 13.743.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:24:05 PM
Why initial capital?

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:59:13 PM
Redundant; see MSCD 8.16.

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.

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:00:18 PM
Redundant.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:29:58 PM
Use verb instead of abstract noun.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:30:15 PM
Use verb instead of abstract noun.

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 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.

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Compliance with Laws

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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.

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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 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.

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Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:20:40 PM
Say instead "around the world".

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.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:18:49 PM
Say instead "in delivering".

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:44:54 PM
Archaic; see MSCD 13.679.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:45:32 PM
Too narrow?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:21:33 PM
Problematic in various respects.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:45:18 PM
Redundant.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:45:56 PM
Not clear enough?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:47:25 PM
Add language to tie this to that claim.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:47:50 PM
Say instead "on condition that"; see MSCD 13.541.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:22:10 PM
Say instead "IBM may ..."

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:48:49 PM
Say instead "any".

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?

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 7:50:05 PM
Say instead "may"; see MSCD 3.143.

Author: Ken   Subject: Comment on Text   Date: 12/17/2014 8:23:36 PM
Awkward.

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 ...").

Agreed to:

By_____
Authorized signature

Name (type or print):

Date:

Client address:

Agreed to:

By_____
Authorized signature

Name (type or print):

Date:

IBM Company address:

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

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?