International Passport Advantage Agreement

Under this Agreement, Client may order Eligible Products (EPs) from IBM. Details regarding EPs are provided in Attachments, and Transaction Documents (TDs) such as Terms of Use, Service Descriptions, quotes, and Proofs of Entitlement (PoEs). This Agreement, Attachments, and applicable TDs are the complete agreement regarding transactions by which Client acquires EPs. Client Originating Company (also identified as the Originating Site in the Passport Advantage Enrollment Form) and the IBM Originating Company that accepts the Client Originating Company's orders agree to coordinate the administration of this Agreement within their respective Enterprises, which includes the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the Originating Company. The Client Originating Company is responsible for compliance with the terms for all Client sites assigned a Passport Advantage Site Number (Site(s)) under this Agreement. In the event of conflict, an Attachment prevails over this Agreement and a TD prevails over both the Agreement and any Attachment.

1. General

1.1 Acceptance of Terms

The Client Originating Company and thereafter each of its participating Enterprise companies accept this Agreement by submitting an IBM International Passport Advantage Enrollment Form to IBM or Client's chosen reseller(s). This Agreement is effective on the date IBM accepts the initial order under this Agreement (the Effective Date) and remains in effect until the Client Originating Company or the IBM Originating Company terminates it under this Agreement.

An EP is subject to this Agreement when IBM accepts Client's order by i) sending an invoice or a PoE including the level of authorized use, ii) making the Program or Cloud Service available, iii) shipping the Appliance, or iv) providing the support, service, or solution.

1.2 Changes to Agreement Terms

Because this Agreement may apply to many future orders, IBM reserves the right to modify it by providing Client at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as otherwise provided in this Agreement, all changes must be in writing, signed by both parties.

1.3 Payment and Taxes

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, and any late payment fees. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

If, as a result of Client moving, accessing, or using an EP across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such EP), then Client agrees that it is responsible for, and will pay, any such customs duty, tax, levy or fee. This excludes those taxes based on IBM's net income.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

1.4 IBM Business Partners and Resellers

IBM Business Partners and resellers are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

1.5 Liability and Indemnity

IBM's entire liability for all claims related to this Agreement will not exceed any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months'

charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to IBM, its affiliates, contractors, subprocessors, and suppliers.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM EP acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM EPs, items not provided by IBM, or any violation of law or third party rights caused by Content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release. Each Non-IBM Program is governed by the terms of the third party end user license agreement that accompanies it. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

1.6   General Principles

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged, the confidentiality agreement is incorporated into, and subject to, this Agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party determines the assignment of its personnel and contractors, their direction, control, and compensation.

Content consists of all data, software, and information that Client or its authorized users provide, authorize access to, or inputs to an EP. Use of such EP will not affect Client's existing ownership or license rights in such Content. IBM and its contractors and subprocessors may access and use the Content solely for the purpose of providing and managing the EP, unless otherwise described in a TD.

Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM and its contractors and subprocessors to use, provide, store, and process Content in any EP. This includes Client providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated information in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering, Client will not input, provide, or allow such Content unless IBM has first agreed in writing to implement additional required security measures. IBM's Data Processing Addendum at https://www.ibm.com/terms applies and supplements the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) applies to Content.

Client is responsible for arranging for and paying applicable charges to their selected suppliers of telecommunications, including internet connectivity associated with accessing Cloud Services, Appliance Services, IBM Software Subscription and Support, and Select Support, unless IBM specifies otherwise in writing.

IBM and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example, name, business telephone, address, email, and user IDs, for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent.

IBM may use personnel and resources in locations worldwide, including third party contractors and subprocessors to support the delivery of EPs. IBM may transfer Content, including personally identifiable information, across country borders. A list of countries where Content may be processed for a Cloud

Service is available at http://www.ibm.com/cloud/datacenters or as described in a TD. IBM is responsible for the obligations under the Agreement even if IBM uses third party contractors or subprocessors unless otherwise set forth in a TD. IBM will require subprocessors with access to Content to maintain technical and organizational security measures that will enable IBM to meet its obligations for a Cloud Service. A current list of subprocessors and their roles will be provided upon request.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. EPs are for use within Client's Enterprise only, and may not be assigned, resold, rented, leased, or transferred to third parties. Any attempt to do so is void. Lease-back financing of Appliances is permitted. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.

To the extent permissible under applicable law, the parties consent to use electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement made by reliable means is considered an original. This Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

1.7 Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and Content, and ii) import, export and economic sanction laws and regulations, including the defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of EPs.

Both parties agree to the application of the laws of the country where the transaction is performed (or for services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If Client or any user exports or imports Content or makes use of any portion of an EP outside the country of Client's business address, IBM will not serve as the exporter or importer. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in this Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

1.8 Agreement Termination

The Client Originating Company may terminate this Agreement without cause on one month's notice to the IBM Originating Company, and the IBM Originating Company may terminate this Agreement on three months' notice to the Client Originating Company. Once terminated, no further EPs may be acquired by any participating Client Site under the Agreement.

If Client acquired or renewed IBM Software Subscription and Support, Selected Support, or Cloud Services, or if Client acquired or renewed a Program's license prior to the notice of termination, IBM may either continue to provide such services or allow Client to use the Program for the remainder of the current term(s), or give Client a prorated refund.

The Client Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for EPs for 24 consecutive months nor have Software Subscription and Support or Selected Support in effect.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one not complying is given written notice and reasonable time to comply.

Client agrees to promptly discontinue use of and destroy all of Client's copies of a Program upon termination of a license grant.

Any terms that by their nature extend beyond termination remain in effect until fulfilled, and apply to respective successors and assignees.

1.9   Eligible Products

IBM determines EPs, and assigns each EP a point value, which may be zero. IBM can add or withdraw EPs (including in CEO Product Categories), change an EP's SVPs, point values, or add or withdraw a license metric for an EP at any time. EPs may not be used to provide commercial hosting or other commercial information technology services to third parties.

For an EP, IBM may withdraw a Fixed Term License, Monthly License (ML), IBM Software Subscription and Support, or Selected Support, or a Cloud Service or an Appliance Service in its entirety, on 12 months' written notice to all then current Clients by published announcement, letter, or e-mail. Client understands that as of the effective date of such withdrawal, Client may not increase its level of use beyond the authorizations already acquired without IBM's written consent, renew or purchase that offering; and if Client renewed the offering prior to the notice of withdrawal, IBM may either (a) continue to provide that offering until the end of the then current term or (b) provide a prorated refund.

1.10   Renewal

The term for a Fixed Term License, Token License, IBM Software Subscription and Support, Selected Support or Appliance Services automatically renews at then current charges, unless Client provides written notice of termination prior to expiration of the term.

IBM may pro-rate charges for IBM Software Subscription and Support, Selected Support, Fixed Term Licenses of six months or more, and Appliance Services to align with Client's Passport Advantage Agreement Anniversary.

To reinstate any expired Software Subscription and Support coverage, Selected Support, a Fixed Term License or Appliance Services, Client may not renew and must acquire Software Subscription and Support Reinstatement, Selected Support Reinstatement, Appliance Services Reinstatement or a new initial Fixed Term License.

For an ML, Client selects a renewal option at the time of order. At each renewal of an ML Commitment Term, IBM may change the charges applicable to the renewed Commitment Term and Client agrees to pay then-current charges as specified in a TD or in a renewal quote made available to Client no less than 60 days prior to the expiration of the then current term. Client may change their selected renewal option for a Commitment Term by giving IBM notice in writing no less than 30 days before the end of that Commitment Term.

For a Cloud Service, Client selects a renewal option at the time of order.

1.11   Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP)

An RSVP level is determined by aggregating points for all EPs ordered during Client's Term (described below). The point value of Client's initial EP order determines Client's initial RSVP level. Client may attain a higher RSVP Level by placing additional EP orders. The higher RSVP level will apply to orders placed after the higher RSVP level is attained. An SVP level is also calculated for each order, and is based on the point value for that order. If the SVP level for a particular order is higher than Client's current RSVP level, the SVP level will apply to that order.

The initial Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior Term (the Anniversary), the next 12-month Term begins. For each Term after the initial Term, Client's RSVP Level is reset on the Anniversary, based on EPs acquired by all participating Client Sites during the prior Term. The RSVP Level for a new Term will not be lowered by more than one level below Client's RSVP level at the end of the prior Term. **RSVP/SVP Level Table:**

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

1.12 Compliance Verification

Client agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Client's use of all EPs is in compliance with this Agreement including the licensing and pricing qualification terms

referenced in this Agreement (Passport Advantage Terms). Client is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with Passport Advantage Terms.

Upon reasonable notice, IBM may verify Client's compliance with Passport Advantage Terms at all Sites and for all environments in which Client uses (for any purpose) EPs subject to Passport Advantage Terms. Such verification will be conducted in a manner that minimizes disruption to Client's business, and may be conducted on Client's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

Client agrees that, upon written notice from IBM and the independent auditor, any confidential information provided to the independent auditor or to IBM through the independent auditor, as reasonably required for compliance verification, shall be provided, and Client consents to the exchange of such information, pursuant to the terms of the IBM Agreement for the Exchange of Confidential Information (AECI) or such other general confidentiality agreement in place between Client and IBM, unless Client and the independent auditor agree, in writing, to the use of an alternate confidentiality agreement within 60 days of a request for verification information.

IBM will notify Client in writing if any such verification indicates that Client has used any EPs in excess of its authorized use or is otherwise not in compliance with Passport Advantage Terms. Client agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) IBM Software Subscription and Support and Selected Support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

1.13 Programs in a Virtualization Environment (Sub-Capacity Licensing Terms)

EPs that meet the operating system, processor technology, and virtualization environment requirements for Sub-Capacity usage may be licensed under Sub-Capacity Licensing terms (an Eligible Sub-Capacity Product); see https://www.ibm.com/software/passportadvantage/subcaplicensing.html. Product deployments that cannot meet Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.

PVU-based licenses for Eligible Sub-Capacity Products must be acquired for the total number of Processor Value Units (PVUs) associated with the virtualization capacity available to the Eligible SubCapacity Product as measured at https://www.ibm.com/software/howtobuy/passportadvantage/valueunitcalculator/vucalc.wss.

Prior to an increase in an Eligible Sub-Capacity Product's virtualization capacity, Client must first acquire sufficient licenses, including IBM Software Subscription and Support, if applicable, to cover that increase. If at any time IBM becomes aware of circumstances indicating that Client is not operating all or a portion of Client's environment in accordance with applicable Sub-Capacity Licensing requirements, IBM may declare Client's Enterprise, or any applicable portion of Client's Enterprise, ineligible for Sub-Capacity Licensing and will provide Client with notice of any such determination. Client shall have 30 days to provide IBM information sufficient for IBM to determine that Client is in full compliance with the applicable Sub-Capacity Licensing requirements, in which case IBM shall withdraw its determination of ineligibility. Otherwise, Client agrees to acquire sufficient additional licenses and IBM Software Subscription and Support entitlements necessary for full capacity usage within the identified Client environment at then current prices.

1.14 Client's Reporting Responsibilities

For Sub-Capacity usage of EPs, Client agrees to install and configure the most current version of IBM's license metric tool (ILMT) within 90 days of Client's first Sub-Capacity-based Eligible Sub-Capacity Product deployment, to promptly install any updates to ILMT that are made available, and to collect deployment data for each such EP. Exceptions to this requirement are i) when ILMT does not yet provide support for the Eligible Virtualization Environment or Eligible Sub-Capacity Product, ii) if Client's Enterprise has fewer than 1,000 employees and contractors, Client is not a Service Provider (an entity

that provides information technology services for end user customers, either directly or through a reseller), and Client has not contracted with a Service Provider to manage Client's environment in which EPs are deployed, and the total physical capacity of Client's Enterprise servers measured on a full capacity basis, but licensed under Sub-Capacity Licensing terms, is less than 1,000 PVUs, or iii) when Client's servers are licensed to full capacity.

For all instances where ILMT is not used, and for all non PVU-based licenses, Client is required to manually manage and track Client's licenses as described in the Compliance Verification section above. For all PVU-based EP licenses, reports must contain the information in the example Audit Report available at https://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html. Reports (generated by ILMT or manual if Client meets manual reporting exemptions) must be prepared at least once per quarter and retained for a period of not less than 2 years. Failure to generate Reports or provide Reports to IBM will cause charging under full capacity for the total number of physical processor cores activated and available for use on the server.

Client will promptly install new versions, releases, modifications, or code corrections ("fixes") of the ILMT that IBM makes available. Client will subscribe to the IBM Support notifications via https://www.ibm.com/support/mynotifications in order to be notified when such fixes become available.

Client will not alter, modify, omit, delete, or misrepresent by any means, directly or indirectly, i) the ILMT audit records, ii) the ILMT Program, or iii) Audit Reports that Client submits to IBM or to an independent auditor. The foregoing does not apply to changes, modifications or updates to ILMT expressly provided by IBM, including through notifications.

Client will assign a person in Client's organization with authority to manage and promptly resolve questions on Audit Reports or inconsistencies between report contents, license entitlement, or ILMT configuration; and promptly place an order with IBM or Client's IBM reseller if reports reflect EP use over Client's authorized level. IBM Software Subscription and Support and Selected Support coverage will be charged as of the date Client exceeded Client's authorized level.

2. Warranties

Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition.

The warranty for an IBM Program is stated in its license agreement.

IBM warrants it provides IBM Software Subscription and Support, Selected Support, Cloud Services, and Appliance Services using commercially reasonable care and skill as described in this Agreement, Attachment, and TD. These warranties end when such support or service ends.

IBM warrants that an IBM Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If an IBM Machine Component of an Appliance does not function as warranted during the warranty period and IBM is unable to either i) make it do so, or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

IBM does not warrant uninterrupted or error-free operation of an EP or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an EP. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Unless otherwise specified in an Attachment or TD, IBM offers Non-IBM EPs without warranties of any kind. Third parties provide services and licensed products directly to Client under their own agreements. Third parties may provide their own warranties to Client. IBM will identify IBM EPs it does not warrant.

3. Programs and IBM Software Subscription and Support

IBM Programs acquired under this Agreement are subject to IBM's International Program License Agreement (IPLA), including License Information (LI) documents.

A Program may include the following, including the original and all whole or partial copies: 1) machinereadable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

With the exception of certain Programs that IBM designates as platform or operating system specific, Client may use and install Programs in any commercially available national language for any platform or operating system available from IBM up to the level of Client's authorizations.

To acquire additional authorizations to use Programs under this Agreement, Client must have already acquired the Program code.

3.1 Money-back Guarantee

The IPLA's "money-back guarantee" only applies the first time Client licenses the IBM Program under this Agreement or any other valid agreement. If an IBM Program license is for an initial fixed term subject to renewal or for an initial Commitment Term, Client may obtain a refund only if Client returns the Program and its PoE within the first 30 days of such initial term. The IPLA's "money-back guarantee" does not apply to Appliances or Cloud Services.

3.2 Conflict between this Agreement and the IPLA

If there is a conflict between the terms of this Agreement, including its Attachments and TDs, and those of the IPLA, including its LI, the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at https://www.ibm.com/software/sla.

3.3 IBM Trade-ups and Competitive Trade-ups

Licenses for certain Programs that replace qualifying IBM Programs or qualifying Non-IBM Programs may be acquired for a reduced charge. Client agrees to terminate Client's use of the replaced Programs when Client installs the replacement Programs.

3.4 Monthly Licenses

Monthly License Programs (ML Programs) are IBM Programs provided to Client for a monthly license charge. Monthly Licenses have a term that begins on the date that Client's order is accepted by IBM and continues for a period Client commits to pay IBM (a Commitment Term) as specified in the TD.Client may terminate a current Commitment Term before its end date by giving at least 30 days' written notice to IBM and will receive a prorated refund for any whole months of remaining prepaid term.

3.5 Fixed Term Licenses

Fixed Term Licenses have a term that begins on the date that Client's order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the Anniversary date. A Fixed Term License is for the definite time period specified by IBM in a TD. Client may terminate a current Fixed Term License before its end date by giving at least 30 days' written notice to IBM and will receive a prorated refund for any whole months of remaining prepaid term.

3.6 Token Licenses

EPs which are Eligible Token Products or ETPs are assigned a Token Value. As long as the total Tokens required for all ETPs used concurrently does not exceed the number of Tokens authorized in Client's PoE(s), Client may use Token(s) for a single ETP or for a combination of ETPs.

Prior to exceeding current Token authorizations or using an Eligible Token Product not authorized, Client must acquire sufficient additional Tokens and authorizations.

ETPs may contain a disabling device that will prevent them from being used after the end of the Fixed Term. Client agrees not to tamper with this disabling device and take precautions to avoid any loss of data.

3.7 CEO (Complete Enterprise Option) Product Categories

Collections of EPs may be offered by IBM on a per user basis subject to a minimum initial user quantity (a CEO Product Category). For Client's first (primary) CEO Product Category, Client must acquire licenses for all users in their Enterprise who have been assigned a machine capable of copying, using, or extending the use of any Program in the CEO Product Category. For each additional (secondary) CEO Product Category, Client must meet the applicable minimum initial order quantity requirement but is not

required to acquire licenses for all users in their Enterprise who have been assigned a machine capable of copying, using, or extending the use of any Program in the CEO Product Category.

Any installs of any component of a CEO Product Category can only be made and used by or for users for whom licenses have been obtained. All client-side Programs (used on an end user device to access a Program on a server) must be acquired from the same CEO Product Category as the server Program they access.

3.8 IBM Software Subscription and Support

IBM provides IBM Software Subscription and Support with each IBM Program licensed under the IPLA. IBM Software Subscription and Support begins on the date of IBM Program acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from acquisition.

While IBM Software Subscription and Support is in effect, IBM makes available defect corrections, restrictions, bypasses, and any new versions, releases, or updates IBM makes generally available. Once IBM Software Subscription and Support has been allowed to lapse, these benefits will no longer be available to Client if they had been made available while IBM Software Subscription and Support was in effect and Client chose not to exercise that right.

While IBM Software Subscription and Support is in effect, IBM provides Client assistance for Client's i) routine, short duration installation and usage (how-to) questions; and ii) code-related questions (together "Support"). Consult the IBM Software Support Handbook for details at https://www.ibm.com/software/support/handbook.html. Support for a particular version or release of an IBM Program is available only until IBM withdraws Support for that IBM Program's version or release. When Support is withdrawn, Client must upgrade to a supported version or release of the IBM Program to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at https://www.ibm.com/software/support/lifecycle.

For selected Program versions or releases, as listed in the IBM Software Support Handbook, after Support has been withdrawn for such versions or releases and while Client has current Software Subscription and Support coverage in effect for such Programs, IBM will provide support for Client's i) routine, short duration installation and usage (how-to) questions; and ii) code-related questions. However, in such cases, IBM will only provide existing code patches and fixes and will not develop or provide new patches or fixes for those versions or releases.

If Client elects to continue IBM Software Subscription and Support for an IBM Program at a designated Client Site, Client must maintain IBM Software Subscription and Support for all uses and installations of the IBM Program at that Site.

If Client requests to renew expiring IBM Software Subscription and Support at a lesser quantity of IBM Program uses and installations than the expiring quantity, Client must provide a report that verifies current IBM Program usage and installation, and may be required to provide other compliance verification information.

Client shall not use IBM Software Subscription and Support benefits for IBM Programs for which Client has not fully paid for IBM Software Subscription and Support. If Client does, Client must acquire IBM Software Subscription and Support Reinstatement sufficient to cover all such unauthorized use at then current IBM prices.

3.9 Selected Support

Selected Support may be available for (i) Non-IBM Programs, or for (ii) Programs licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs").

The IBM Software Subscription and Support section above applies to Selected Programs under Selected Support except that 1) IBM may provide Client with assistance in designing and developing applications based on Client's subscription level; 2) the IBM "Software Support Lifecycle" policy does not apply; and 3) no new versions, releases or updates are provided by IBM.

IBM does not provide licenses under this Agreement for Selected Programs.

4.   Appliances

An Appliance is an EP which is any combination of Program Components, Machine Components (MCs) and any applicable Machine Code Components offered together as a single offering and designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program Component of an Appliance. Client shall not use an Appliance component independently of the Appliance of which it is a part

Each Appliance is manufactured from parts that may be new or used, and in some cases, an Appliance or its replacement parts may have been previously installed. Regardless, IBM's warranty terms apply.

For each Appliance, IBM bears the risk of loss or damage up to the time it is delivered to the IBMdesignated carrier for shipment to Client or Client's designated location. Thereafter, Client assumes the risk. Each Appliance will be covered by insurance, arranged and paid for by IBM for Client, covering the period until it is delivered to Client or Client's designated location. For any loss or damage, Client must i) report the loss or damage in writing to IBM within 10 business days of delivery, and ii) follow the claim procedure.

When Client acquires an Appliance directly from IBM, IBM transfers title to a MC to Client or, if applicable, Client's lessor, upon payment of all the amounts due except in the United States where title transfers upon shipment. For an upgrade acquired for an Appliance, IBM reserves transfer of title of the MC until IBM receives payment of all the amounts due and receives all removed parts, which then become IBM's property.

If IBM is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client installs a Client-set-up Appliance according to instructions provided with it.

A Machine Code Component is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided by, used with or generated by a Machine Component, that permit the operation of the Machine Component's processors, storage, or other functionality as stated in its specifications. Client acceptance of this Agreement includes acceptance of IBM's Machine Code license agreements provided with the Appliance. A Machine Code Component is licensed only for use to enable a Machine Component to function under its specifications and only for the capacity and capability for which Client has acquired IBM's written authorization. The Machine Code Component is copyrighted and licensed (not sold).

4.1   IBM Appliance Services

IBM provides Appliance Services for Appliances consisting of Machine maintenance and IBM Software Subscription and Support as a single offering as further described in the Appliance Support Handbook at https://www.ibm.com/software/support/handbook.html.

One year of Appliance Services, starting on the Warranty Start Date specified in a TD, is included with the purchase of an Appliance. Thereafter, automatic renewal terms apply. All renewals will be fulfilled with Appliance Services offered at the same level of service, if available, that Client was entitled to during that first year. Parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM within 30 calendar days. A replacement takes on the warranty or maintenance status of the replaced part. When Client returns an Appliance to IBM, Client will remove all features not supported under Appliance Services, securely erase all data, and ensure that it is free of any legal restrictions that would prevent its return.

Appliance Services cover undamaged and properly maintained and installed Appliances used as authorized by IBM with unaltered identification labels. Services do not cover alterations, accessories, supply items, consumables (such as batteries), structural parts (such as frames and covers), or failures caused by a product for which IBM is not responsible.

5.   Cloud Services

Cloud Services are EPs provided by IBM and made available via a network. Cloud Services are not Programs but may require Client to download enabling software to use a Cloud Service as specified in a TD.

Client may access and use a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any party who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive, or fraudulent Content or activity, such as advocating or causing harm, interfering with, or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly.

Additional terms, including data protection terms, for Cloud Services are provided in the General Terms for Cloud Offerings Terms of Use. Each Cloud Service is described in a TD. Terms of Use and Service Descriptions can be viewed at https://www-03.ibm.com/software/sla/sladb.nsf/sla/saas/. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in a TD.

IBM will provide the facilities, personnel, equipment, software, other resources necessary to provide the Cloud Services, and generally available user guides and documentation to support Client's use of the Cloud Service. Client will provide hardware, software, and connectivity to access and use the Cloud Service, including any required Client-specific URL addresses and associated certificates. A TD may have additional Client responsibilities.

A Cloud Service subscription period begins on the date that IBM notifies Client that Client has access and ends on the date specified in the TD. During a Cloud Service subscription period, Client may increase Client's subscribed level, but may only decrease the subscribed level at the end of a subscription period when renewing.

Country Required Terms (CRTs)

AMERICAS

Payment and Taxes

Add after the first sentence of the first paragraph:

Peru:

If Client does not pay such charges, Client will automatically incur in delay and the amount due will produce interests since the day in which the debt should have been cancelled, until the day in which it is fully paid, both days included, with the highest rate of interest authorized by the Banco Central de Reserva del Perú and published by the Superintendencia de Banca, Seguros y AFP used in this kind of transactions, considering for this purpose both the compensating interests as well as the late fees. If these interest rates were changed, the highest authorized for each term of the delay will be charged. The interests will be required jointly with the capital and any partial payment should be regulated by the imputation laws contained in the Peruvian Civil Code, specially its article 1257.

Add at the end of the first paragraph:

United States and Canada:

Where taxes are based upon the location(s) receiving the benefit of a Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable TD.

Liability and Indemnity

Insert the following disclaimer at the end of this section:

Peru:

In accordance with Article 1328 of the Peruvian Civil Code this limitations and exclusions will not apply in the cases of willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

Governing Laws and Geographic Scope

Replace the phrase, "the country where the transaction is performed (or for services, the laws of the country of Client's business address)" with:

Argentina:

the Republic of Argentina.

Brazil:

the Federative Republic of Brazil

Canada: the Province of

Ontario **Chile:**

Chile

Colombia:

the Republic of Colombia

Ecuador: the Republic

of Ecuador **Peru:**

Peru

United States, Anguilla, Antigua/Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, Grenada, Guyana, Jamaica, Montserrat, Saba, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines, Suriname, Tortola, Trinidad and Tobago, Turks and Caicos:

the State of New York, United States

Uruguay:

Uruguay **Venezuela:**

Venezuela

Add the following at the end of the second paragraph:

Argentina:

Any proceeding regarding the rights, duties, and obligations arising from this Agreement will be brought in the Ordinary Commercial Court of the City of "Ciudad Autónoma de Buenos Aires".

Brazil:

All disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the court of São Paulo, SP, Brazil.

Chile:

Any conflict, interpretation or breach related to this Agreement that can not be solved by the Parties should be remitted to the jurisdiction of the Ordinary Courts of the city and district of Santiago.

Colombia:

All rights, duties and obligations are subject to the judges of the Republic of Colombia.

Ecuador:

Any dispute arising out or relating to this Agreement will be submitted to the civil judges of Quito and to the verbal summary proceeding.

Peru:

Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Jurisdiction and Competence of the Judges and Tribunals of the 'Cercado de Lima' Judicial District.

Uruguay:

Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Montevideo Courts ("Tribunales Ordinarios de Montevideo").

Venezuela:

The parties agree to submit any conflict related to this Agreement, existing between them to the Courts of the Metropolitan Area of the City of Caracas.

General Principles

Add after the fourth paragraph the following new paragraph:

Argentina, Chile, Colombia, Ecuador, Peru, Uruguay, Venezuela:

If Client provides, or authorizes others to provide, personal data in any Content, Client represents that it is either the data controller or that, prior to providing any such personal data from, or extending the benefit of the EPs to, any other data controller, Client has been instructed by or obtained the consent of the relevant data controllers. Client appoints IBM as a data processor to process such personal data. Client will not use an EP in conjunction with personal data to the extent that doing so would violate applicable data protection laws.

Delete the second sentence of the ninth paragraph:

Argentina, Chile, Colombia, Ecuador, Peru, Uruguay, Venezuela:

"Any reproduction of this Agreement made by reliable means is considered an original."

Delete the second sentence of the last paragraph ("Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.") and replace it with the following sentence:

Brazil:

Neither party will bring a legal action arising out of or related to this Agreement beyond the time limitations established in Articles 205 and 206 of the Brazilian Civil Code, Law n. 10.406 of January 10, 2002.

Canada:

In Province of Quebec, add the following paragraph:

Both parties agree to write this document in English. Les parties ont convenu de rédiger le présent document en langue anglaise.

ASIA PACIFIC

Payment and Taxes

In the last paragraph, remove the word "and" before "(iv)", and at the end of the sentence, add:

India:

and (v) file accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

Liability and Indemnity

In first paragraph, add at the end of the first sentence the following:

Australia:

(for example, whether based in contract, tort, negligence, under statute or otherwise)

In first paragraph, second sentence after the word "special" and before the word "incidental," add the following:

Philippines:

(including nominal and exemplary damages), moral, *Add*

as a new paragraph at the end of the first paragraph:

Australia:

Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to (a) for services, the supplying of services again or the payment of the cost of having the services supplied again; and (b) for goods, the repair or replacement of goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or having the good repaired. Where a guarantee relates to the right to sell, quiet possession, or clear title of a good under schedule 2 of the Competition and Consumer Act, then none of these limitations apply.

Governing Laws and Geographic Scope

In the first sentence of the second paragraph, replace the phrase, "the country where the transaction is performed (or for services, the laws of the country of Client's business address)" with:

Cambodia, Laos:

the State of New York, United States **Australia:**

the State or Territory in which the transaction is performed **Hong**

Kong:

Hong Kong S.A.R. of the PRC **Korea:**

the Republic of Korea, and subject to the Seoul Central District Court of the Republic of Korea **Macau:**

Macau S.A.R. of the PRC **Taiwan:**

Taiwan

In the second sentence of the second paragraph, replace the phrase "the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use" with:

Hong Kong:

Hong Kong S.A. R. of the PRC **Macau:**

Macau S.A.R. of the PRC **Taiwan:**

Taiwan

Add as a new paragraph:

Cambodia, Laos, Philippines, and Vietnam:

Disputes will be finally settled by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Center ("SIAC Rules").

India:

Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

Indonesia:

Disputes will be finally settled by arbitration in Jakarta, Indonesia, under the rules of the Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI").

Malaysia:

Disputes will be finally settled by arbitration in Kuala Lumpur, under the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration ("KLRCA Rules").

People's Republic of China:

Either party has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration.

Agreement Termination

Add at the end of the section as a new paragraph:

Indonesia:

Both parties waive in this regard, the provisions of article 1266 of the Indonesian Civil Code to the extent it requires a court decree for the termination of an agreement creating mutual obligations.

General Principles

In the fourth paragraph, insert into the first sentence after "store"; **India:**

, transfer,

In the second sentence of the last paragraph, replace "two" with the following:

India: three

Add as a new paragraph:

Indonesia:

This Agreement is made in the English and Indonesian languages. To the extent permitted by the prevailing law, the English language translation of this Agreement will prevail in the case of any inconsistencies or differences of interpretation with the Indonesian language translation.

EMEA

Add the following new paragraphs after the opening paragraph:

Italy:

Pursuant to the art. 1341 and 1342 of Italian Civil Code, Client expressly accepts the following articles of this Agreement: General – Acceptance of Terms; Changes to Agreement Terms; Payment and Taxes; IBM Business Partners and Resellers; Liability and Indemnity; General Principles; Governing Laws and Geographic Scope; Agreement Termination; Eligible Products; Renewal; Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP); Compliance Verification; Programs in a Virtualization Environment (Sub-Capacity Licensing Terms); and Client's Reporting Responsibilities; Warranties; Programs and IBM Software Subscription and Support – Money-back Guarantees; Conflict between this Agreement and the IPLA; IBM Trade-ups and Competitive Trade-ups; Monthly Licenses; Fixed Term Licenses; Token Licenses; CEO (Complete Enterprise Option) Product Categories; IBM Software Subscription and Support; and Selected Support; Appliances; and Cloud Services.

Czech Republic:

Client expressly accepts the terms of this agreement which include the following important commercial terms: (i) limitation and disclaimer of liability for defects (Warranties), (ii) IBM's right to verify Client's usage data and other information affecting the calculation of charges (Compliance Verification), (iii) limitation of Client's entitlement to damages (Liability and Indemnity), (iv) binding nature of export and import regulations (Governing Laws and Geographic Scope), (v) shorter limitation periods (General), (vii) exclusion of applicability of provisions on adhesion contracts (General), (vii) acceptance of the risk of a change of circumstances (General), and (viii) exclusion of rules permitting the execution of a contract in cases where the parties fail to reach full consensus (General).

Romania:

The Client expressly accepts the following standard clauses that may be deemed 'unusual clauses' as per the provisions of article 1203 Romanian Civil Code: clauses 1.3, 1.5, 1.7 and 1.8. The Client hereby acknowledges that it was sufficiently informed of all the provisions of this Agreement, including the clauses mentioned above, it properly analyzed and understood such provisions and had the opportunity to negotiate the terms of each clause.

Payment and Taxes

Add the following to the end of the first sentence of the first paragraph:

France:

that are equal to the most recent European Central Bank rate plus 10 points, in addition to debt collection costs of forty (40) euros or, if these costs exceed forty euros, complementary indemnification subject to justification of the amount claimed).

Italy:

that are due based on IBM's notice to Client. **Ukraine:**

based on the overdue amount from the next day after the due date up to the date of actual payment, prorated for each day of delay, at the interest rate of double the discount rate determined by the National Bank of Ukraine (NBU) during the delay period (paragraph 6 of article 232 of Commercial Code of Ukraine does not apply).

Replace the third sentence of the first paragraph with the following:

France:

Amounts are due and payable within 10 days of the invoice date to an account specified by IBM.

Add the following to the end of the last sentence of the first paragraph:

Lithuania:

, except as provided by law.

At the end of the first paragraph, add the following: **Italy:**

In the instance of no payment or partial payment, and also following a formal credit claim procedure or trial that IBM may initiate, in derogation of article 4 of Legislative Decree n. 231 dated October 9, 2002, and according to article 7 of the same Legislative Decree, IBM will notify Client in writing by registered, return receipt mail of late payment fees due.

Liability and Indemnity

France, Germany, Italy, Malta, Portugal, and Spain:

In the first sentence of the first paragraph, insert after "exceed" and before "the amounts":

the greater of €500,000 (five hundred thousand euro) or Ireland

and UK:

In the first sentence of the first paragraph, replace the phrase "up to the amounts paid" with:

up to 125% of the amounts paid Spain:

In the first sentence of the first paragraph, replace the phrase "direct damages incurred by Client" with:

and proven damages incurred by Client as a direct consequence of the IBM default Slovakia:

Insert after the first sentence of the first paragraph:

Referring to § 379 of the Commercial Code, Act No. 513/1991 Coll. as amended, and concerning all conditions related to the conclusion of the Agreement, both parties state that the total foreseeable damage, which may accrue, shall not exceed the sum set forth in paragraph above, and it is the maximum for which IBM is liable.

Russia:

Insert before the last sentence of the first paragraph:

IBM will not be liable for the forgone benefit.

Ireland and UK:

In the second sentence of the first paragraph, delete:

economic Portugal:

Replace the last sentence of the first paragraph with:

IBM will not be liable for indirect damages, including loss of profit.

Replace the last sentence of the first paragraph with:

Belgium, Netherlands, and Luxembourg:

IBM will not be liable for indirect or consequential damages, lost profits, business, value, revenue, goodwill, damage to reputation or anticipated savings, any third party claim against Client, and loss of (or damage to) data.

France:

IBM will not be liable for damages to reputation, indirect damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. Spain:

IBM will not be liable for damage to reputation, lost profits, business, value, revenue, goodwill, or anticipated savings.

Germany:

In the second paragraph, replace "and (ii) damages that cannot be limited under applicable law" with the following:

and (ii) loss or damage caused by a breach of guarantee assumed by IBM in connection with any transaction under this Agreement; and (iii) caused intentionally or by gross negligence.

General Principles

In the sixth paragraph, insert the following new sentence at the end of the first sentence:

Spain:

IBM will comply with requests to access, update, or delete such contact information if a request is submitted to the following address: IBM, c/ Santa Hortensia 26-28, 28002 Madrid, Departamento de Privacidad de Datos.

Add after the fourth paragraph the following new paragraphs:

EU Member States, Iceland, Liechtenstein, Norway, Switzerland, and Turkey:

If Client provides, or authorizes others to provide, personal data in any Content, Client represents that it is either the data controller or that, prior to providing any such personal data from, or extending the benefit of the EPs to, any other data controller, Client has been instructed by or obtained the consent of the relevant data controllers. Client appoints IBM as a data processor to process such personal data. Client will not use an EP in conjunction with personal data to the extent that doing so would violate applicable data protection laws. IBM shall reasonably cooperate with Client in its fulfillment of any legal requirement, including providing Client with access to personal data.

Client agrees that IBM may transfer Client's personal data across a country border, including outside the European Economic Area (EEA). If a Cloud Service is included in IBM's Privacy Shield certification listed at http://www.ibm.com/privacy/details/us/en/privacy_shield.html and Client chooses to have the Cloud Service hosted in a data center located in the United States, Client may rely on such certification for the transfer of personal data outside the EEA. Alternatively, the parties or their relevant affiliates may enter into separate standard unmodified EU Model Clause agreements in their corresponding roles pursuant to EC Decision 2010/87/EU (as amended or replaced, from time to time) with optional clauses removed. If IBM makes a change to the way it processes or secures personal data as part of the Cloud Services and such change causes Client to be noncompliant with data protection laws, Client may terminate the affected Cloud Services by providing written notice to IBM within 30 days of IBM's notification of the change to Client.

Add to the end of the last paragraph:

Czech Republic:

Pursuant to Section 1801 of Act No. 89/2012 Coll. (the "Civil Code"), Section 1799 and Section 1800 of the Civil Code as amended, do not apply to transactions under this Agreement. The parties exclude application of Section 1740 (3) and Section 1751 (2) of the Civil Code, which provide that the Agreement is concluded even in the absence of full compatibility of the parties' expression of intent. Client accepts the risk of a change of circumstances under Section 1765 of the Civil Code.

In the last paragraph, delete the following sentence:

Bulgaria, Croatia, Russia, Serbia, and Slovenia:

Neither party will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.

In the last paragraph, add to the end of the second sentence:

Lithuania:

, except as provided by law.

In the last paragraph, second sentence, replace the word "two" with: **Latvia,**

Poland, and Ukraine:

three

Slovakia: four

In the last paragraph, add to the end of the following sentence: "Neither party is responsible for failure to fulfil its non-monetary obligations due to causes beyond its control":

Russia:

, including but not limited to earthquakes, floods, fires, acts of God, strikes (excluding strikes of the parties' employees), acts of war, military actions, embargoes, blockades, international or governmental sanctions, and acts of authorities of the applicable jurisdiction.

Governing Laws and Geographic Scope

In the first sentence of the second paragraph, replace the phrase, "the country where the transaction is performed (or for services, the laws of the country of Client's business address)" with:

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:

Austria

Algeria, Andorra, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna:

France

Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe:

England

Estonia, Latvia, and Lithuania:

Finland

Liechtenstein:

Switzerland **Russia:**

Russia

South Africa, Namibia, Lesotho and Swaziland:

the Republic of South Africa **Spain:**

Spain

Switzerland:

Switzerland

United Kingdom:

England

Add to the end of the second paragraph:

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kosovo, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: All disputes arising out of this Agreement shall be finally settled by the International Arbitral Centre of the Austrian Federal Economic Chamber (Arbitration Body), under the Rules of Arbitration of that Arbitral Centre (Vienna Rules), in Vienna, Austria, with English as the official language, by three impartial arbitrators appointed in accordance with the Vienna Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Vienna Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

Estonia, Latvia, and Lithuania:

All disputes arising out of this Agreement shall be finally settled by the Arbitration Institute of the Finland Chamber of Commerce (FAI) (Arbitration Body), under the Arbitration Rules of the Finland Chamber of

Commerce (Rules), in Helsinki, Finland, with English as the official language, by three impartial arbitrators appointed in accordance with those Rules. Each party will nominate one arbitrator, who will jointly appoint

an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

Afghanistan, Angola, Bahrain, Botswana, Burundi, Cape Verde, Djibouti, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Madagascar, Malawi, Mauritius, Mozambique, Nigeria, Oman, Pakistan, Palestinian Territory, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Seychelles, Sierra Leone, Somalia, South Sudan, Tanzania, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe:

All disputes arising out of this Agreement shall be finally settled by the London Court of International Arbitration (LCIA) (Arbitration Body), under the LCIA Arbitration Rules (the Rules), in London, UK, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo Republic, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia:

All disputes arising out of this Agreement shall be finally settled by the ICC International Court of Arbitration, in Paris (Arbitration Body), under its arbitration rules (the Rules), in Paris, France, with French as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

South Africa, Namibia, Lesotho, and Swaziland:

All disputes arising out of this Agreement shall be finally settled by the Arbitration Foundation of Southern Africa (AFSA) (Arbitration Body), under the Rules of the Arbitration of the AFSA (the Rules), in Johannesburg, South Africa, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

Add to the end of the second paragraph:

Andorra, Austria, Belgium, Cyprus, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Poland, Portugal, South Africa, Namibia, Lesotho, Swaziland, Spain, Switzerland, Turkey and United Kingdom:

All disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

Andorra:

the Commercial Court of Paris.

Austria:

the court of Vienna, Austria (Inner-City).

Belgium: the courts

of Brussels.

Cyprus:

the competent court of Nicosia.

France:

Commercial Court of Paris.

Germany: the courts

of Stuttgart.

Greece:

the competent court of Athens.

Israel:

the courts of Tel Aviv-Jaffa.

Italy:

the courts of Milan.

Luxembourg: the courts

of Luxembourg.

Netherlands:

the courts of Amsterdam.

Poland:

the courts of Warsaw.

Portugal:

the courts of Lisbon.

Spain:

the courts of Madrid. **Switzerland:**

the courts of Zurich.

Turkey:

the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkey.

United Kingdom: the English courts.

Agreement Termination

Insert the following after the last paragraph:

Netherlands:

The Parties waive their rights under Title 7.1 ('Koop') of the Dutch Civil Code, and their rights to invoke a full or partial dissolution ('gehele of partiele ontbinding') of this Agreement under section 6:265 of the Dutch Civil Code.

Warranties

Add to all countries in Western Europe, after the fourth paragraph:

The warranty for IBM Machine Components of an Appliance acquired in Western Europe will be valid and applicable in all Western European countries, provided the IBM Machine Components of an Appliance have been announced and made available in such countries. For purposes of this paragraph, "Western Europe" means Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country that subsequently joins the European Union, from date of accession.

In the fifth paragraph, replace the second sentence with the following:

Poland:

These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied or statutory warranties ('rękojmia') or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

In the fifth paragraph, add to the end of the second sentence the following:

Italy: to the extent permitted

by law.

In the fifth paragraph, at the end of the fourth sentence after "without warranties of any kind", insert the following:

Czech Republic, Estonia and Lithuania:

, or liabilities for defects. The parties hereby exclude any liability of IBM for defects beyond the agreed warranties.

Appliances

In the fourth paragraph, first sentence, add the following after "United States": **Portugal,**

Spain, Switzerland, and Turkey:

, Portugal, Spain, Switzerland and Turkey,

Agreed to: The School Board of Broward County	Agreed to: International Business Machines Corporation

_____
  Donna P. Korn, Chair
 	
_____
  Robert W. Runcie, Superintendent of Schools
	
	Emily Loos
	_____
	  Emily Loos, Client Executive

Approved as to Form and Legal Content: _____ Office of the General Counsel	
Date:	Date: February 11, 2020

Client address: 600 Southeast Third Avenue
          Fort Lauderdale, Florida 33301
	IBM address: 1 Alhambra Plaza, Suite 1415
	          Coral Gables, FL. 33134

IBM Maximo EAM SaaS Flex

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1.   Cloud Service

IBM Maximo EAM SaaS Flex is an enterprise asset management solution that includes or supports the following processes and functions:

- Enterprise asset management – Track and manage asset and location data throughout the asset lifecycle. Identify asset characteristics, classifications, metering, inspection routes, and maintenance plans.

- Work management – Manage planned and unplanned work activities, preventive and predictive maintenance, multi-phased projects, services, emergency, and corrective maintenance from initial request through completion and recording. Promote workforce efficiency through assignments, work balancing, and automated reporting.

- Inventory management – Track and manage details of asset and spare parts inventory, including quantity, location, usage, and value across multiple storerooms and warehouses. Perform cycle and physical counts.

- Procurement management – Support direct purchasing and inventory replenishment through automated replenishment, requisitions, requests for quotes, purchase orders, receiving, and invoice matching.

- Contract management – Manage and use purchase, lease, rental, warranty, labor rate, software, master, blanket and user-defined contracts to improve purchasing efficiency and leverage standard agreements.

- Service management – Define service offerings, establish service level agreements (SLAs), monitor service level delivery and implement escalation procedures. Provide access across an organization for service requests.

IBM Maximo EAM SaaS Flex provides tools for application tailoring and administration including support for integrations with other systems. Tailoring tools include database configuration, application design, workflow design and management, report writing (including automated report processing and ad-hoc reporting), security profile definition and assignment, data validation rules, and configuration migration tools.

Client's subscription to IBM Maximo EAM SaaS Flex includes one production environment and one non-production environment. The number of users in a production environment is limited by the quantities of subscriptions ordered. No more than 30 users can access the non-production Instance simultaneously.

1.1   Offerings

The Client may select from the following available offerings.

1.1.1   Cloud Service Subscription User Subscriptions

IBM Maximo EAM SaaS Flex is a subscription-based service offering different levels of access and frequency of use. The types of subscriptions are defined here.

1.1.2   IBM Maximo EAM SaaS Flex Authorized User

An IBM Maximo EAM SaaS Flex Authorized User subscription allows a single end user entitlement to read and write access to Maximo applications including configuration and platform tools. An Authorized User is a unique person who is given access to the program through security controls.

1.1.3   IBM Maximo EAM SaaS Flex Concurrent User

An IBM Maximo EAM SaaS Flex Concurrent User subscription allows the utilization of the program to be monitored for the number of users who are accessing the system at any given time. The number of individuals who are allowed to access the system can exceed the number of concurrent subscriptions as long as the number using the system at any given time does not exceed the concurrent user limit.

1.1.4 IBM Maximo EAM SaaS Flex Limited Use User

An IBM Maximo EAM SaaS Flex Limited Use User subscription allows a single end user entitlement to read and write access to a limit of three (3) modules within the Maximo program based on their security profile. The modules that can be selected from consist of: Assets, Analytics, Building Information Models, Contracts, Financial, Inventory, Planning, Preventive Maintenance, Purchasing, Service Levels, Task Management, and Work Orders. Excluded from the list of modules from which Limited Use users can access are: Administration, Integration, Security, and System Configuration. A Limited Use User is a unique person who is given access to the program through security controls.

1.1.5 IBM Maximo EAM SaaS Flex Express Use Authorized User

An IBM Maximo EAM SaaS Flex Express Use Authorized User subscription allows a single end user entitlement to access Maximo for the purpose of running and viewing reports, viewing read-only records, changing status on records that have the ability to have their status changed, and making updates to Work Orders or Inspections that have been assigned to that person. Work Order updates can be made using the Work Order, Quick Reporting, or Labor Reporting applications. Inspections can be updated using the Work Order application or the Conduct Inspection work center. Express Use users can insert new Work Orders to report problems found while working on their assigned work. An Express Use Authorized User is a unique person who is given access to the program through security controls.

1.1.6 IBM Maximo EAM SaaS Flex Express Use Concurrent User

An IBM Maximo EAM SaaS Flex Express Use Concurrent User subscription allows the same access privileges as defined for the IBM Maximo EAM SaaS Flex Express Use Authorized User. The Concurrent User subscription allows the utilization of the program to be monitored for the number of users who are accessing the system at any given time and are controlled for their access rights as defined for an Express Use user in the security profiles. The number of individuals who are allowed to access the system can exceed the number of concurrent subscriptions as long as the number using the system at any given time does not exceed the concurrent user limit.

1.2 Optional Services

Industry Solutions and Add-Ons

1.2.1 IBM Maximo EAM SaaS Flex Scheduler

IBM Maximo EAM SaaS Flex Scheduler is an end-to-end work management tool for IBM Maximo Asset Management. It enables planners and schedulers to graphically view work orders and preventive maintenance schedules on a Gantt chart, providing access to critical factors needed for the creation of an accurate and meaningful work schedule. It also accommodates the needs of the supervisors, dispatchers, and the field technicians in an effort to streamline the entire Maximo work management process.

1.2.2 IBM Maximo EAM for Managed Service Provider Add-On SaaS Flex

IBM Maximo EAM for Managed Service Provider Add-On SaaS Flex delivers a suite of service-as-a-business applications, such as those allowing Client to manage customers, customer agreements with billing and price schedules, service delivery, supplier contracts, and customer billing. This add-on supports service as a business and ensures that only authorized users can view information about its customers.

1.2.3 IBM Maximo EAM SaaS Flex Calibration Add-On

IBM Maximo EAM SaaS Flex Calibration Add-On provides a solution to manage calibrated assets and the standards used to calibrate them, with features such as traceability and reverse traceability, calibration history data, calibration data sheets, and reporting.

1.2.4 IBM Maximo EAM SaaS Flex Health, Safety, and Environment Manager Add-On

IBM Maximo EAM SaaS Flex Health, Safety and Environment Manager Add-On supports enterprises in improving safety, reliability, and compliance with regulations. This solution provides a central application for reporting incidents spanning work, personnel, safety, health, and environmental areas.

1.2.5 IBM Maximo EAM SaaS Flex Linear Asset Manager Add-On

IBM Maximo EAM SaaS Flex Linear Asset Manager Add-On extends the capabilities of IBM Maximo EAM SaaS Flex to include management of linear assets, enabling the change of characteristics over the span of a linear asset using dynamic segmentation.

1.2.6 IBM Maximo EAM SaaS Flex Spatial Asset Management Add-On

IBM Maximo EAM SaaS Flex Spatial Asset Management Add-On allows users to view geographic information systems (GIS) information inside IBM Maximo EAM. This add-on provides a geospatial context of work, assets, and land-based features.

1.2.7 IBM Maximo EAM SaaS Flex Transportation Add-On

IBM Maximo EAM SaaS Flex Transportation Add-On provides users with enterprise asset management practices for transportation assets including fleets of cars, trucks, buses, locomotives, rail vehicles, aircraft, vessels, and related linear assets, such as power lines and highways.

1.2.8 IBM Maximo EAM SaaS Flex Aviation Add-On

IBM Maximo EAM SaaS Flex Aviation Add-On provides aviation organizations with aircraft related configuration management, airworthiness evaluations, maintenance planning, scheduling and management features.

1.2.9 IBM Maximo EAM SaaS Flex Life Sciences Add-On

IBM Maximo EAM SaaS Flex Life Sciences Add-On provides users with the ability to monitor, track, and manage tools, equipment, facilities, mobile, and IT assets on a validated platform.

1.2.10 IBM Maximo EAM SaaS Flex Nuclear Add-On

IBM Maximo EAM SaaS Flex Nuclear Add-On provides asset advanced capabilities required for nuclear power managers and nuclear asset lifecycle management via a single platform.

1.2.11 IBM Maximo EAM SaaS Flex Oil and Gas Add-On

IBM Maximo EAM SaaS Flex Oil and Gas Add-On offers users the ability to manage production equipment, facilities, transportation, and infrastructure assets on a single, integrated platform combining health, safety, and environment tracking with asset lifecycle management.

1.2.12 IBM Maximo EAM SaaS Flex Utilities Add-On

IBM Maximo EAM SaaS Flex Utilities Add-On provides a consolidated solution to manage power generation and distribution systems via a single platform and database.

1.2.13 IBM Maximo EAM SaaS Flex Asset Configuration Manager Add-On

IBM Maximo EAM SaaS Flex Asset Configuration Manager Add-On provides configuration management including the definition of standard model to which assets are compared to validate the real-time calculation of an asset's configuration and the component life of the asset.

1.2.14 IBM Maximo EAM Anywhere SaaS Flex

IBM Maximo EAM Anywhere SaaS Flex provides Clients without IBM Maximo EAM SaaS Flex subscriptions remote access only from mobile devices to IBM Maximo EAM SaaS Flex processes, work, and asset management via a customizable interface. The Maximo Anywhere solution supports disconnected operations through a download of required data when connectivity is available.

1.2.15 IBM Maximo EAM Anywhere SaaS Flex Add-On

IBM Maximo EAM Anywhere SaaS Flex Add-On provides Clients with IBM Maximo EAM SaaS Flex subscriptions remote access from mobile devices to IBM Maximo EAM SaaS Flex processes, work, and asset management via a customizable interface. The Maximo Anywhere solution supports disconnected operations through a download of required data when connectivity is available.

1.2.16 IBM Maximo Asset APM Health Insights SaaS Flex Add-On

IBM Maximo Asset Health Insights SaaS Flex allows reliability engineers and maintenance supervisors to gain a better understanding of the health of their assets. IBM Maximo Asset Health Insights SaaS Flex has capabilities that:

- Provide the capability to define and normalize asset health based on key drivers, such as remaining useful life, maintenance and failure history, overdue preventive maintenance, and condition based on real-time and historical meter and sensor information and weather

- Consolidate information around business asset health for reliability engineers and maintenance supervisors, including asset history and real-time and historical sensor data from the assets

- Provide users with the capability to drill into business assets by location, hierarchy, or asset class to understand the full context of the health of critical assets
- Leverage real-time information and analytics using the IBM Watson Internet of Things Platform, along with other information sources such as current and historical weather

This set of capabilities provides a single view as part of the Maximo system instead of having to use multiple views from several different tools to achieve the same result. IBM Maximo Asset APM Health Insights is delivered with basic content covering reports, templates, user roles, and security groups, enables support for integrations for certain systems, and provides tools to help support application configuration.

1.2.17 IBM Maximo EAM SaaS Flex Scheduler Plus Add-On

IBM Maximo EAM SaaS Flex Scheduler Plus Add-On is an advanced work management tool for Maximo Asset Management that extends Maximo Scheduler's capabilities to enable users to manage large projects (such as shutdowns, outages, and turnarounds) as well as planned and unplanned maintenance, across either a broad geographic area or where weather plays an important factor in asset availability. With this Maximo embedded solution, end-to-end work management can be accomplished managed using a single system of record.

IBM Maximo Asset Management Scheduler Plus capabilities include:

- A Customer Appointment Booking application that enables the Customer Service Representative to schedule appointments by factoring in the customer and technician availability as well as the weather forecast for the day that the appointment is needed.
- Streamlined interface that enables users to model complex work order networks so that dependencies between tasks under different parent work orders or between a task and a different parent work order can easily be managed graphically.
- Integration with The Weather Company weather data that enables users to factor weather while planning, scheduling, and assigning work and react to changes based on weather events. This includes the capability to configure the weather data, enabling users to set up the attributes they wish to see in the Graphical Scheduling, Graphical Assignment, and Graphical Appointment Book applications.

IBM Maximo EAM SaaS Flex Scheduler is a prerequisite for this Cloud Service. Client must acquire appropriate user entitlements of the same type in order to use this Cloud Service.

1.2.18 IBM Maximo EAM SaaS Flex Adapter for Oracle Applications

The IBM Maximo EAM SaaS Adapter for Oracle Applications provides pre-built configurable integration and business process support to allow Maximo to interface with the Oracle enterprise resource planning system.

1.2.19 IBM Maximo EAM SaaS Flex Adapter for SAP Applications

The IBM Maximo EAM SaaS Adapter for SAP Applications provides pre-built configurable integration and business process support to allow Maximo to interface with the SAP enterprise resource planning system.

Cloud Infrastructure and Environment Services

1.2.20 IBM Maximo EAM SaaS Flex Non-Production Instance

IBM Maximo EAM SaaS Flex Non-Production is an optional service that provides all of the capability available with the base offering described in Section 1 but provided in a Non-Production Instance. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

1.2.21 IBM Maximo EAM SaaS Flex Non-Production Capacity Add-On

IBM Maximo EAM SaaS Flex Non-Production Capacity Add-On is an optional service that increases the size of one IBM Maximo EAM SaaS Flex Non-Production Instance to allow an additional 30 users to access the instance simultaneously.

1.2.22 IBM Maximo EAM SaaS Flex Full Access Development Environment Non-Production Add-On

The IBM Enterprise Asset Management on Cloud Flex Full Access Development Environment (Maximo) Non-Production Add-On provides Client with a Non-Production instance and enhanced access for

development purposes. This includes enhanced level of access to support development tasks, database access and SQL tools, BIRT report development, ability to deploy code as well as rebuild/redeploy the maximo.war file and WebSphere console access.

1.2.23 IBM Maximo EAM SaaS Flex Enhanced Disaster Recovery Add-On

The IBM Maximo EAM Enhanced Disaster Recovery option provides a second Maximo environment in a second data center configured for a base number of users, scalable if necessary. Database replication is enabled such that transactions are recorded in each environment. The objective is to minimize data loss and return a system to operations in 24 hours.

1.2.24 IBM Maximo EAM SaaS Flex Capacity for Production Instance

The IBM Maximo EAM SaaS Flex Capacity for Production Instance option add an instance of the Maximo program to the Production instance in order to support improved performance and load balancing above the default level based on the user subscription capacity. Each Add-On Capacity instance increases the horizontal size of the Production environment by adding a user interface server with 4 processor cores and 32GB RAM.

1.2.25 IBM Maximo EAM SaaS Flex Bare Metal Server Deployment

- All SaaS environments are deployed using virtual servers by default. The IBM Maximo EAM SaaS Flex Bare Metal Server Deployment option will install the database server for the Maximo environment directly onto servers as opposed to using virtualized servers. The default sizing of the Bare Metal Server Deployment option is a single quad-core processor with 32GB or RAM. Multiple quantities can be ordered to build larger deployments if required.

- The Bare Metal Server Deployment option is required when the client elects to retain an existing Oracle relational database management system and provides appropriate licensing to IBM to support the full production environment and all non-production environments.

1.2.26 IBM Maximo EAM SaaS Flex Reporting Database

The IBM Maximo EAM SaaS Flex Reporting Database option provides a second Maximo database to support frequent and complex reporting and analytics requirements that are impacting end user performance in the original Maximo database. Database replication is enabled such that transactions are recorded in each environment.

1.2.27 IBM Maximo EAM SaaS Flex Capacity for Flex Enhanced Access Development Environment

Each IBM Maximo EAM SaaS Flex Capacity for Flex Enhanced Access Development Environment option increases the size of one Enhanced Access Development Environment to allow an additional Maximo user interface server consisting of one quad-core processor and 32GB RAM. Once this additional capacity is configured for an environment, it is not transferable to another environment.

1.2.28 IBM Maximo EAM SaaS Flex SFTP Account

The IBM Maximo EAM SaaS Flex SFTP Account option provides a second Secure File Transfer Protocol (SFTP) account for the movement of data between the Maximo cloud environment and locally hosted systems over a Secure Shell (SSH) data stream. Up to five (5) SFTP accounts can be created.

1.2.29 IBM Maximo EAM SaaS Flex VPN IPsec Tunnel Setup

The IBM Maximo EAM SaaS Flex VPN IPSEC Tunnel Setup option provides setup and continuous operation of a Virtual Private Network (VPN) Internet Protocol Security (IPsec) connection between the IBM Maximo EAM SaaS Flex environment and locally hosted systems. An IPSec site-to-site VPN tunnel is used to encrypt traffic between security IPSec gateways. This can be used to support certain system interfaces, read-only database access, LDAP synchronization, and other communications that the client is unwilling or unable to support over Secure Socket Layer (SSL, or HTTPS://) connections.

1.2.30 IBM Maximo EAM SaaS Flex IP Whitelisting

The IBM Maximo EAM SaaS Flex IP Whitelisting option provides configurations to the IBM Maximo EAM SaaS Flex environment to restrict access to a client-defined and approved list of trusted Internet Protocol (IP) addresses or IP ranges.

1.2.31 IBM Maximo EAM SaaS Flex Availability for Non-Production Systems

The IBM Maximo EAM SaaS Flex Availability for Non-Production Systems option configures a single Non-Production Maximo environment to support the same level of uptime standards as the Production environment.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at http://ibm.com/dpa (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://www.ibm.com/dpa/dpl apply.

https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=91E58490BC4911E499F1528B5A128231

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at https://www.ibm.com/support/home/pages/support-guide/.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Instance is each access to specific configuration of the Cloud Services.
- Concurrent User is a user simultaneously accessing the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) at any particular point in time. A person who is simultaneously accessing the Cloud Service multiple times counts only as a single Concurrent User.

- Asset is a uniquely identified tangible resource or item of value to be accessed or managed by the Cloud Services.
- Item is an occurrence of a specific item that is managed by, processed by, or related to the use of the Cloud Service.

  For this Cloud Service, an Item is a Work Order. A Work Order is an object used to record authorization for a particular job or project, in context to a location, asset or GL account. It may contain multiple tasks (job steps), labor, material, and services required to perform the job or project correctly. A Work Order managed by both the IBM Maximo EAM SaaS Flex and IBM Maximo EAM SaaS Flex Scheduler counts as a single Work Order for purposes of entitlements.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at https://www.ibm.com/acs apply.

5.1 Verification

Client will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, and ii) promptly order and pay for required entitlements at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

5.2 Backups

Backups are performed within a four (4) hour period daily for production instances and within a twelve (12) hour period daily for non-production instances. IBM will retain a backup copy of Client's data for a maximum period of 28 days for production instances and up to 7 days for non-production instances. Client is responsible for configuring the Cloud Service security to prohibit individual users from deleting data, and once the data is deleted Client acknowledges and agrees IBM is not obligated to recover the deleted data and, if available, may charge for such effort.

5.3 Disaster Recovery

If Client has purchased at least one non production environment, in the event of a major system disruption caused by a natural disaster (e.g. fire, earthquake, flood, etc.), disaster recovery will be accomplished by using commercially reasonable efforts to restore Client's production data to one of Client's non-production environments with a recovery objective of 72 hours. This is not a warranty and no service level agreement is available.

5.4 Non-Production Limitation

If the Cloud Service is designated as "Non-Production", the Cloud Service can be used by Client only for internal non-production activities, including testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally-used additions or extensions to the Cloud Service using published application programming interfaces. Client is not authorized to use any part of the Cloud Service for any other purpose without acquiring the appropriate production entitlements.

Users of one or more Non-Production Instances of the Cloud Service must be entitled to IBM Maximo EAM SaaS Flex.

IBM Maximo EAM SaaS Flex Non-Production instances do not include high availability or the same frequency of backup as provided with the production instance. For performance reasons, no more than 30 users can use the non-production Instance simultaneously in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

Each IBM Maximo EAM SaaS Flex Non-Production Capacity Add-On entitlement increases the size of one IBM Maximo EAM SaaS Flex Non-Production instance to allow an additional 30 users to access the instance simultaneously. If Client adds capacity to an IBM Maximo EAM SaaS Flex Non-Production instance by purchasing the IBM Maximo EAM SaaS Flex (Maximo) Non-Production Capacity Add-On, that additional capacity cannot be re-assigned to another IBM Maximo EAM SaaS Flex Non-Production instance at a later date.

With IBM Maximo EAM SaaS Flex Full Access Development Environment Non-Production Add-On, up to 5 users are provided remote access with an enhanced level of control in the environment. Client must be entitled to the IBM Maximo EAM SaaS Flex to access an IBM Maximo EAM SaaS Flex Full Access Development Environment (Maximo) Non Production Add-On instance(s) of the Cloud Service.

5.5 IBM Maximo EAM SaaS Flex Product Limitations

All entitled users of the following products must also have an entitlement of the same user type to IBM Maximo EAM SaaS Flex:

- IBM Maximo EAM SaaS Flex Scheduler
- IBM Maximo EAM SaaS Flex Asset Configuration Manager Add-On
- IBM Maximo EAM SaaS Flex Aviation Add-On
- IBM Maximo EAM SaaS Flex Calibration Add-On
- IBM Maximo EAM for Managed Service Provider Add-On SaaS Flex
- IBM Maximo EAM SaaS Flex Health, Safety and Environment Manager Add-On
- IBM Maximo EAM SaaS Flex Life Sciences Add-On
- IBM Maximo EAM SaaS Flex Linear Asset Manager Add-On
- IBM Maximo EAM SaaS Flex Nuclear Add-On
- IBM Maximo EAM SaaS Flex Oil and Gas Add-On
- IBM Maximo EAM SaaS Flex Spatial Asset Management Add-On
- IBM Maximo EAM SaaS Flex Transportation Add-On
- IBM Maximo EAM SaaS Flex Utilities Add-On
- IBM Maximo EAM Anywhere SaaS Flex (Maximo) Add-On

IBM Maximo Asset Health Insights, IBM Maximo Asset Management Scheduler Plus and IBM Maximo Asset Management Scheduler Plus Bundle require the prerequisite and separate purchase of the appropriate user entitlements to IBM Maximo EAM SaaS Flex.

Clients that are using the Cloud Service solely for the following purposes or are using only the following functions of the Cloud Service do not require entitlements to the Cloud Service:

- Entering service requests and viewing the status of their service requests.
- Creating and viewing requisitions, viewing templates and viewing drafts via the Desktop Requisitions application.
- Use of the Graphical Appointment Book application in IBM Maximo EAM Scheduler Plus SaaS Flex.

If the Cloud Service is designated as "Limited Use" the user is only entitled to use up to three (3) modules within the applicable Cloud Service, excluding the Administration, Integration, Security, and System Configuration modules.

If the Cloud Service is designated as "Express Use" the user is only entitled to access the Cloud Service for the purpose of running and viewing reports, read only view of records, changing status of records and updating work orders that have been assigned to the Client.

General Terms for Cloud Offerings

This General Terms for Cloud Offerings TOU provides additional terms applicable for IBM Cloud Services Client may order under either the International Passport Advantage Agreement or the International Passport Advantage Express Agreement, as applicable ("Base Agreement") and are in addition to other applicable Transaction Documents (TDs) and Attachments, collectively the complete agreement ("Agreement") regarding transactions for a Cloud Service.

1. Content and Data Protection

a. IBM's Data Security and Privacy Principles for IBM Cloud Services (DSP), at http://www.ibm.com/cloud/data-security, apply for generally available Cloud Service offerings. Specific security features and functions of a Cloud Service may be provided in an Attachment and TDs. Client is responsible to assess the suitability of each Cloud Service for Client's intended use and Content and to take necessary actions to order, enable, or use available data protection features appropriate for the Content being used with a Cloud Service. By using the Cloud Service, Client accepts responsibility for use of the Cloud Services, and acknowledges that it meets Client's requirements and processing instructions to enable compliance with applicable laws.

b. IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and only to the extent necessary to deliver the Cloud Service.

c. IBM's Data Processing Addendum at http://www.ibm.com/dpa and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://ibm.com/dpa/dpl apply.

d. IBM will return or remove Content from IBM computing resources upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering Content in a specific format). IBM does not archive Content, however some Content may remain in Cloud Service backup files until expiration of such files as governed by IBM's backup retention practices.

e. Upon request by either party, IBM, Client or affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that of their respective affiliates) that such additional agreements will be subject to the terms of the Agreement.

2. Changes

a. Client acknowledges that IBM may modify: i) a Cloud Service; and ii) the DSP, from time to time at IBM's sole discretion and such modifications will replace prior versions as of the effective date. Updates to a TD (such as a service description or statement of work) will take effect upon a new order or for TDs previously agreed to by the Client will take effect upon the change effective date for ongoing services, or upon the renewal date for Cloud Services that automatically renew. The intent of any modification will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional features and functionality. Modifications will not degrade the security or data protection features or functionality of a Cloud Service.

b. IBM may withdraw a Cloud Service on 12 months' notice and IBM will continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM offering. Access to non-IBM services may be withdrawn at any time.

3. Payment and Taxes

a. Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears. One time charges will be billed upon acceptance of an order.

b. If IBM has not otherwise committed to pricing during the term of a Cloud Service, then IBM may change charges on thirty days' notice.

4. Compliance with Laws

a. Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

b.   If Client or any user exports or imports Content or use of any portion of the Cloud Service outside the country of Client's business address, IBM will not serve as the exporter or importer, except as required by data protection laws.

5.   Term and Termination

a.   The term of a Cloud Service begins on the date IBM notifies Client that Client can access the Cloud Service. IBM will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term. For automatic renewal, unless Client provides written notice to IBM or the IBM Business Partner involved in the Cloud Service not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the specified term. For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 30 days written notice to IBM or the IBM Business Partner involved in the Cloud Service of termination. The Cloud Service will remain available to the end of the calendar month after such 30 day period.

b.   IBM may suspend or limit, to the extent necessary, Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, violation of law, or breach of the use terms, including prohibited uses, set forth in Base Agreement and section 7(g) below. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service. Failure to pay is a material breach.

c.   Client may terminate a Cloud Service on one month's notice: i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Services; ii) if IBM's modification to the computing environment used to provide the Cloud Service causes Client to be noncompliant with applicable laws; or iii) if IBM notifies Client of a modification that has a material adverse effect on Client's use of the Cloud Service, provided that IBM will have 90 days to work with Client to minimize such effect. In the event of such termination, IBM shall refund a portion of any prepaid amounts for the applicable Cloud Service for the period after the date of termination. If a Cloud Service is terminated for any other reason, Client shall pay to IBM, on the date of termination, the total amounts due per the Cloud Service terms. Upon termination, IBM may assist Client in transitioning Client's Content to an alternative technology for an additional charge and under separately agreed terms.

6.   Hybrid and Dual Entitlement Offerings

a.   Hybrid and Dual Entitlement offerings are Cloud Services which provide Client with access to Programs for use in the environment of Client's choice as well as software as a service functions provided in an IBM cloud environment. Programs, Support, and Program updates are provided in accordance with the Agreement and the section titled "Programs and IBM Software Subscription and Support" of the IBM International Passport Advantage Agreement (Z125-5831-10) (or equivalent agreement in place between the parties), with the following modifications:

(1)   Client's Program license ends when the Cloud Service subscription ends. Client agrees to promptly remove all such Programs from all Client selected computing environments and destroy all copies;

(2)   any specified money back guarantee does not apply for identified Programs;

(3)   for Hybrid Entitlement offerings, separate entitlements are required for the simultaneous use of the Cloud Service and use of the Programs in a Client computing environment; and

(4)   for Dual Entitlement offerings, entitlements permit simultaneous use of the Cloud Services and use of the identified Programs in a Client computing environment.

7.   General

a.   IBM is as an information technology provider only. Any directions, suggested usage, or guidance provided by IBM or a Cloud Service does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client and its authorized users are responsible for the use of the Cloud Service within any professional practice and should obtain their own expert advice. Client is responsible for its use of IBM and Non-IBM products and services.

b.   IBM may offer Non-IBM services, or an IBM Cloud Service may enable access to Non-IBM services, that may require acceptance of third party terms identified in the TD. Linking to or use of Non-IBM services constitutes Client's agreement with such terms. IBM is not a party to such third party agreements and is not responsible for such Non-IBM services.

c.   Client may use enabling software only in connection with use of the Cloud Service and according to any licensing terms if specified in a TD. Enabling software is provided as-is, without warranties of any kind.

d.   A Cloud Service or feature of a Cloud Service is considered "Preview" when IBM makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated Cloud Services). Preview services are

excluded from available service level agreements. A Preview service may not be covered by support and IBM may change or discontinue a Preview service at any time and without notice. IBM is not obligated to release a Preview service or make an equivalent service generally available. Preview services are made available as-is, without warranties of any kind.

e. Account Data is information, other than Content and BCI, that Client provides to IBM to enable Client's use of a Cloud Service or that IBM collects using tracking technologies, such as cookies and web beacons, regarding Client's use of a Cloud Service. IBM, its affiliates, and contractors of either, may use Account Data, for example, to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service. The IBM Privacy Statement at https://www.ibm.com/privacy/ (or equivalent country version) provides additional details with respect to Account Data and BCI as described in the Base Agreement.

f. IBM may use personnel and resources in locations worldwide, including contractors to support the delivery of the Cloud Services. IBM may transfer Content, including personal data, across country borders. A list of countries where Content may be processed for a Cloud Service offering is described in a TD. IBM is responsible for the obligations under the Agreement even if IBM uses a contractor and will have appropriate agreements in place to enable IBM to meet its obligations for a Cloud Service.

g. Client may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Client may not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or iii) combine Cloud Services with Client's value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed.

h. IBM may offer additional customization, configuration or other services to support Cloud Services, as detailed in a TD.

8. Previous Base Agreement Versions

a. For Clients acquiring Cloud Services under a Base Agreement version prior to version 10 dated Nov 2017, IBM SaaS offerings are IBM Cloud Services and the following additional terms apply.

8.1 Content and Data Protection

a. Content consists of all data, software, and information that Client or its authorized users provides, authorizes access to, or inputs to the Cloud Service. Use of the Cloud Service will not affect Client's ownership or license rights in such Content. IBM, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the Cloud Service.

b. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM, its affiliates, and contractors of either, to use, provide, store and otherwise process Content in the Cloud Service. This includes Client making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for a Cloud Service, Client will not input, provide, or allow such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures.

8.2 Warranty

a. IBM warrants that it provides Cloud Services using commercially reasonable care and skill in accordance with the applicable Attachment or SD. The warranty for a Cloud Service ends when the Cloud Service ends.

8.3 Scheduled Maintenance

a. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance.

IBM IoT Architect One Day Service

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

1. Cloud Service

For purposes of this Service Description, the definition of "Cloud Services" is professional services provided by IBM personnel described herein.

1.1 IBM IoT Architect One Day Service

IBM provides this remotely delivered architectural consultation service (One Day Architect Service) to assist Clients with their identification and validation of actionable use cases; defining or reviewing architecture; migration approach; defining business value, expectations, current state, and future state; or high-level roadmaps pertaining to Client's architecture, solution design, build and implementation.

Each Engagement of this One Day Architect Service includes consultation and delivery of a maximum of 8 person-hours via virtual sessions.

Activity 1 – Conduct Project Kickoff Meeting

IBM will conduct a kick-off meeting (once for each scoped project) for up to two (2) hours on a mutually agreed to date at the commencement of this One Day Architect Service to:

● review Client requirements for the One Day Architect Service;

● understand Client objectives for the One Day Architect Service;

● define Client and IBM roles and responsibilities for the One Day Architect Service;

● document planned activities, priorities and timelines for the One Day Architect Service; and

● verify scope of Client goals to validate required quantity of One Day Architect Service purchased.

Activity 2 – Architect Service

As prioritized and defined in Activity 1, and as time permits, IBM will spend the remainder of the eight (8) hours to perform interviews, review documentation and perform prioritized activities defined in Activity 1 that can include:

● use case identification and validation;

● delivery proposal development;

● defining or reviewing architecture;

● defining business value;

● defining migration approach;

● Client data assessment;

● use case demonstration and pilots;

● solution validation; or

● solution enablement.

2. Content and Data Protection

Client agrees that no Client personal data that is subject to European General Data Protection Regulations (GDPR) requirements will be provided to IBM under this transaction.

In the event of a change, Client will notify IBM in writing and IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa will apply and supplements the Agreement. Additionally, IBM and Client will agree on a DPA Exhibit (as described in the DPA). The DPA Exhibit and, if applicable, a custom services DPA amendment will be added as an Appendix to this transaction.

3. Entitlement and Billing Information

3.1 Charge Metrics

The Cloud Service is available under the charge metric specified in the Transaction Document:

- Engagement is a unit of measure by which the services can be obtained. An Engagement consists of professional and/or training services related to the Cloud Service. Sufficient entitlements must be obtained to cover each Engagement.

3.2 Remote Services Charges

A remote service charge will be billed at the rate specified in the Transaction Document for such remote service and will expire 90 days from purchase regardless of whether the remote service has been used.

4. Additional Terms

4.1 General

Client agrees IBM may publicly refer to Client as a subscriber to the Cloud Services in a publicity or marketing communication.

4.2 Ownership of Delivered Materials

Materials created by IBM in the performance of these offerings and delivered to Client (excluding any pre-existing works on which those materials may be based) are works made for hire, to the extent permitted under applicable law, and are owned by Client. Client grants to IBM an irrevocable, perpetual, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on those materials.

IBM Support Guide

Product support details

Product support details

Product support details

Product support details

Note: If your product is not listed here or you are looking for supplemental information, refer *[http://www.ibm.com/support/guide]*.

This page provides contact information, support center hours, supported languages and othe provided for individual IBM product offerings. If your product is listed here, the specific details

Please note, the IBM Support Guide *[http://www.ibm.com/support/guide]* is the replacement f The IBM Support Guide *[https://www-01.ibm.com/support/docview.wss?uid=ibm10733923#p*

- IBM Appliance Support Guide *[https://www.ibm.com/software/appliance/support]* - the rep Handbook.

- IBM Cloud Service overview *[https://www.ibm.com/software/support/saas_support_overv* Cloud Service Support Handbook.

Any reference to these handbooks should be directed to the IBM Support Guide *[http://www..*

Support details for Maximo Asset Management

Description

IBM Maximo Asset Management also includes:

- IBM Maximo Archiving Adapter for Infosphere Optim Data Growth Solution

- IBM Maximo Everyplace

- IBM Maximo Health, Safety and Environment Manager

- IBM Maximo Linear Asset Manager

- IBM Maximo Network on Blockchain

- IBM Maximo Asset Management Scheduler

- IBM Maximo Asset Management Scheduler Plus

- IBM Maximo for Internal Service Provider

- IBM Maximo for Managed Service Provider

Contact

There are two channels to contact Customer Support

- 24x7 IBM Support Community https://www.ibm.com/mysupport (Recommended)

- Voice Access: In most cases, we provide native language support. For individual countri
  section of the IBM Directory of worldwide contacts *[https://www.ibm.com/planetwide/]*.

Hours

Support Center Hours (IBM prime shift business hours)
IBM Support Center hours cover the prevailing business hours in the country where your pr
registered.

Offshift Support

Offshift hours are defined as all other hours outside of normal country business hours. Durir
efforts to respond within two hours to customer critical problems (severity 1). Offshift supp
we will try to accommodate local language where possible.

Offshift Weekend/Holiday Support (Severity 1 Only)

If you require support between the hours of Friday 8pm to Sunday 6pm U.S. Eastern Time (a
a Severity 1 case, the following steps are required:

1. Log a new case via the IBM Support Community *[https://www.ibm.com/mysupport]* and s
   related to an existing SEV1). Provide as much detail as possible, including the business
   system issue.

2. Call your local IBM Support Center (IBM Directory of worldwide contacts *[https://www.il
   to the duty engineer.

Failure to follow this process will result in no support during off-shift hours.

Escalation

If our support services fail to meet your expectations, please ensure the service representa
your issue and you may do any or all of the following:

1. Raise the Severity Level of the problem.

2. Ask to speak to the person's manager.

3. Ask for a "Duty Manager" - The Duty Manager will work with our technical staff to ensure
   appropriately. You can find contact numbers for your geographic area in the IBM Directo
   [http://www.ibm.com/planetwide/].

4. After allowing the Duty Manager time to make an impact, if further escalation is required
   as a Critical Situation ("CritSit"), if warranted, by asking any member of your IBM Client

Languages

Electronic support is in English

For voice support, in most cases IBM provides native language support. Please refer to IBM
[https://www.ibm.com/planetwide/] for specific country phone numbers.

Severity

The following table defines severity levels and provides some examples:

Level	Definition

Level	Definition
Severity 1	Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This usually applies to a producti environment and indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution. Note: We will work with you 7x24 to resolve critical problems providing you have a technical resource available to work those hours.
Severity 2	Significant business impact: A software component is severely restricted ir use or you are in jeopardy of missing business deadlines because of proble with a new application roll-out.
Severity 3	Some business impact: Indicates the program is usable with less significar features (not critical to operations) unavailable.
Severity 4	Minimal business impact: A non-critical software component is malfunctio causing minimal impact, or a non-technical request is made.

IBM Support Community Resources

The following video will assist new users getting started with the IBM Support Community: Note: You will be asked to enter your IBMid.

IBM Cloud Service overview

The guidelines in this document apply only to the IBM Cloud Service offerings listed on the IBM Product Support Details page.

- If the information about the Cloud Service offering in the IBM Product Support Details page is different than the information in this document, then the IBM Product Support Details page applies.

- For IBM Cloud Service offerings not included in the IBM Product Support Details page, refer to the respective support product page for more information.

Cloud and SaaS support

IBM's Cloud Service support teams are available to assist with technical issues of varying degrees of severity. There may be occasions where the support teams may not be able to answer all your questions, but they will engage other groups within the company, including operations and/or development teams, to help provide answers to you.

Severity level guidelines and response time objectives

The following table outlines response time objectives that IBM strives* to achieve, measured from the time IBM receives your initial request for support to the time IBM provides an initial communication back to you regarding your request.

Severity	Severity definition	Response time objectives	Response time coverage

Severity	Severity definition	Response time objectives	Response time coverage
1	**Critical business impact/Service Down:** Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution. You must log a Service Down case within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available. **Note:** We will work with you 24 hours a day, seven days a week to resolve critical problems provided you have a technical resource available to work during those hours. You must reasonably assist IBM with any problem diagnosis and resolution.	Within 1 hour	24×7
2	**Significant business impact:** A service, business feature, or function of the service is severely restricted in its use, or you are in jeopardy of missing business deadlines.	Within 2 business hours	Monday – Friday business hours
3	**Minor business impact:** The service or functionality is usable and the issue does not represent a critical impact on operations.	Within 4 business hours	Monday – Friday business hours
4	**Minimal business impact:** An inquiry or non-technical request.	Within 1 business day	Monday – Friday business hours

*__Please note:__ *Response time objectives described in this document and in the* IBM support guide *are intended to describe IBM's goals only, and* **do not represent a guarantee of performance***.

Customer responsibilities

You play a key role in assisting us when you have questions about or have encountered problems with your Cloud Service offering. Information that you provide about your system and/or problem is often critical to resolving your issue. The following practices can help our customer support team to better understand your problem and more effectively respond to your concerns, as well as help you make the best use of your time:

- Submitting problems electronically
- Keeping different issues (questions or problems) separate (one issue per support ticket, incident or case)
- Selecting a Severity based on your judgment of the business impact
- Keeping IBM support informed of major upgrades/implementations of your system (where applicable)
- Providing timely feedback on recommendations, so the IBM support team can close out the issue when it has been resolved. If the issue reoccurs, you may reopen the original support ticket, incident or can resubmitting it electronically

You will be required to provide the following information when contacting support:

- Your name, company name, email address, and telephone number with extension (if applicable)
- Ticket, incident, or case number (as applicable)
- Support entitlement identifiers such as client ID, mailbox ID, or IBM customer number, as appropriate for the offering
- Product name (release level and any product maintenance level, if applicable)
- Any additional information required by the IBM support team

Availability Service Level Agreement (SLA) Considerations

You must submit a support case claim for failure to meet an availability SLA within 3 business days after the end of the contracted month. The support case must be related to a production system that is not available (a Severity 1 / Service Down case). The availability SLA for the Cloud Service can be found in your Transaction Document. Service Down is the time measured from the time you report the Severity 1 case until the time the Cloud Service is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM's control; problems with your content or third party content or

technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing.

Satisfaction surveys

IBM periodically surveys its customers to obtain additional feedback on recent experiences with customer support. The survey focuses on quality of support provided and overall experience. The survey results are reviewed by management. IBM reserves all rights, title and interest in and to any feedback that you provide to IBM, including without limitation, in the form of suggestions, ideas, concepts, improvements, reports and any other materials, whether written or oral.

Premium support

The IBM Software Accelerated Value Program for SaaS ("AVP for SaaS") is an evolving suite of flexible and premium support services tailored to customers' needs and delivered on a recurring basis for an additional charge. The offerings include:

1. **Client advocacy** — An assigned account manager who will work with you to gain an understanding of your business objectives and how the Cloud Service offering you purchased fits into your business eco-system. Your account manager acts as a point of contact and is your assigned advocate within IBM.

2. **Technical account management** — An assigned technical team or resource for technical consulting.

3. **Business support** — An assigned team of product and industry experts who provide ongoing assistance to help you leverage the Cloud Service offerings to help you achieve your targeted business objectives.

4. **Dedicated business support** — An assigned product expert to supplement the needs of your team. Provides functional expertise for a particular area of your business.

5. **Custom support** — Assigned resources to provide you with a level of support above our basic customer support model. This may include customized after hours support, language support, and response times.

Not all premium support offerings are available for all IBM Cloud Service offerings. The level of support, service and cost for premium support are defined in the customer's contract.

Addendum for Cloud Services

IBM

This Addendum for Cloud Services provides supplementary terms to the Client's existing Cloud Service Agreement or Client Relationship Agreement (or equivalent cloud base agreement between the parties) (Base Agreement) that were executed prior to October 1, 2018. These supplementary terms were previously in TDs and moved to our base agreements to improve Client acquisition experience.

An Attachment and TD prevail over conflicting terms of the Base Agreement and this Addendum, any terms that override the Base Agreement and this Addendum will be identified in the TD or Attachment accepted by the Client. Terms are organized in sections which may have a different name from your Base Agreement. IBM will be happy to clarify any such terms if requested.

1. Cloud Service

a. IBM may offer Non-IBM services, or an IBM Cloud Service may enable access to Non-IBM services, that may require acceptance of third party terms identified in the TD. Linking to or use of Non-IBM services constitutes Client's agreement with such terms. IBM is not a party to such third party agreements and is not responsible for such Non-IBM services.

b. A Cloud Service may require the use of enabling software that Client downloads to Client systems to facilitate use of the Cloud Service. Client may use enabling software only in connection with use of the Cloud Service and according to any licensing terms if specified in a TD. Enabling software is provided as-is, without warranties of any kind.

c. Client may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Client may not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or iii) combine Cloud Services with Client's value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed.

d. A Cloud Service or feature of a Cloud Service is considered "Preview" when IBM makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated Cloud Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and IBM may change or discontinue a Preview service at any time and without notice. IBM is not obligated to release a Preview service or make an equivalent service generally available. Preview services are made available under the Agreement as-is, without warranties of any kind.

2. Charges, Taxes, and Payment

a. If IBM has not otherwise committed to pricing during the term of the Cloud Service, then IBM may change charges on thirty days' notice.

b. Based on selected billing frequency, IBM will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears. One time charges will be billed upon acceptance of an order.

3. Term and Termination of a Cloud Service

a. The term of a Cloud Service begins on the date IBM notifies Client that Client can access the Cloud Service. IBM will specify whether the Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term. For automatic renewal, unless Client provides written notice to IBM or the IBM Business Partner involved in the Cloud Service not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the specified term. For continuous use, the Cloud Service will continue to be available on a month to month basis until Client provides 30 days written notice to IBM or the IBM Business Partner involved in the Cloud Service of termination. The Cloud Service will remain available to the end of the calendar month after such 30 day period.

4. General

a. Updates to a TD (such as a service description or statement of work) will take effect upon a new order or for TDs previously agreed by the Client will take effect upon the change effective date for ongoing services, or upon the renewal date for Cloud Services that automatically renew.

b. IBM is an information technology provider only. Any directions, suggested usage, or guidance provided by IBM or a Cloud Service does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client and its authorized users are responsible for the use of the Cloud Service within any professional practice and should obtain their own expert advice. Client is responsible for its use of IBM and Non-IBM products and services.

c. The IBM Privacy Statement at https://www.ibm.com/privacy/ provides additional details with respect to BCI and Account Data.

Data Security and Privacy Principles for IBM Cloud Services

The technical and organizational measures provided in this Data Security and Privacy attachment (DSP) apply to IBM Cloud Services, including any underlying applications, platforms, and infrastructure components operated and managed by IBM in providing the Cloud Service (components), except where Client is responsible for security and privacy and otherwise specified in a transaction document (TD). Client is responsible for: a) determining whether the Cloud Service is suitable for Client's use and; b) implementing and managing security and privacy measures for elements not provided and managed by IBM within the Cloud Service described in applicable Attachments and TDs (such as systems and applications built or deployed by Client upon an Infrastructure as a Service offering, or Client end-user access control to Software as a Service offerings). The measures implemented and maintained by IBM within each Cloud Service will be subject to annual certification of compliance with ISO 27001 or SSAE SOC 2 or both.

1. Data Protection

a. Security and privacy measures for each Cloud Service are designed in accordance with IBM's secure engineering and privacy-by-design practices to protect Content input into a Cloud Service, and to maintain the availability of such Content pursuant to the Agreement, including applicable Attachments and TDs. Client is the sole controller for any personal data included in the Content and appoints IBM as a processor to process such personal data (as those terms are defined in Regulation (EU) 2016/679, General Data Protection Regulation). IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and subprocessors, and only to the extent necessary to deliver the Cloud Service, unless otherwise specified in a TD.

b. IBM will securely sanitize physical media intended for reuse prior to such reuse, and will destroy physical media not intended for reuse, consistent with National Institute of Standards and Technology, United States Department of Commerce (NIST), guidelines for media sanitization.

c. Upon request, IBM will provide evidence of stated compliance and accreditation, such as certificates, attestations, or reports resulting from accredited independent third-party audits, such as ISO 27001, SSAE SOC 2, and other industry standards as specified in a TD. Where applicable, the accredited independent third-party audits will occur at the frequency required by the relevant standard to maintain the Cloud Service's stated compliance and accreditation.

d. Additional security and privacy information specific to a Cloud Service may be available in the relevant TD or other standard documentation to aide in Client's initial and ongoing assessment of a Cloud Service's suitability for use. Such information may include evidence of stated certifications and accreditations, information related to such certifications and accreditations, data sheets, FAQs, and other generally available documentation. IBM will direct Client to available standard documentation if asked to complete Client-preferred questionnaires or forms and Client agrees such documentation will be utilized in lieu of any such request. IBM may charge an additional fee to complete any Client-preferred questionnaires or forms or to provide consultation to Client for such purposes.

2. Security Policies

a. IBM will maintain and follow IT security policies and practices that are integral to IBM's business and mandatory for all IBM employees. The IBM CIO will maintain responsibility and executive oversight for such policies, including formal governance and revision management, employee education, and compliance enforcement.

b. IBM will review its IT security policies at least annually and amend such policies as IBM deems reasonable to maintain protection of Cloud Services and Content processed therein.

c. IBM will maintain and follow its standard mandatory employment verification requirements for all new hires and will extend such requirements to wholly owned IBM subsidiaries. In accordance with IBM internal process and procedures, these requirements will be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation, and additional checks as deemed necessary by IBM. Each IBM company is responsible for implementing these requirements in its hiring process as applicable and permitted under local law.

d. IBM employees will complete security and privacy education annually and certify each year that they will comply with IBM's ethical business conduct, confidentiality, and security policies, as set out in IBM's Business Conduct Guidelines. Additional policy and process training will be provided to persons granted administrative access to Cloud Service components that is specific to their role within IBM's operation and support of the Cloud Service, and as required to maintain compliance and certifications stated in the relevant TD.

3. Security Incidents

a. IBM will maintain and follow documented incident response policies consistent with NIST guidelines for computer security incident handling and will comply with data breach notification terms of the Agreement.

b. IBM will investigate unauthorized access and unauthorized use of Content of which IBM becomes aware (security incident), and, within the Cloud Service scope, IBM will define and execute an appropriate response plan. Client may notify IBM of a suspected vulnerability or incident by submitting a technical support request.

c. IBM will notify Client without undue delay upon confirmation of a security incident that is known or reasonably suspected by IBM to affect Client. IBM will provide Client with reasonably requested information about such security incident and the status of any IBM remediation and restoration activities.

4. **Physical Security and Entry Control**

   a. IBM will maintain appropriate physical entry controls, such as barriers, card-controlled entry points, surveillance cameras, and manned reception desks, to protect against unauthorized entry into IBM facilities used to host the Cloud Service (data centers). Auxiliary entry points into data centers, such as delivery areas and loading docks, will be controlled and isolated from computing resources.

   b. Access to data centers and controlled areas within data centers will be limited by job role and subject to authorized approval. Use of an access badge to enter a data center and controlled areas will be logged, and such logs will be retained for not less than one year. IBM will revoke access to controlled data center areas upon separation of an authorized employee. IBM will follow formal documented separation procedures that include, but are not limited to, prompt removal from access control lists and surrender of physical access badges.

   c. Any person duly granted temporary permission to enter a data center facility or a controlled area within a data center will be registered upon entering the premises, must provide proof of identity upon registration, and will be escorted by authorized personnel. Any temporary authorization to enter, including deliveries, will be scheduled in advance and require approval by authorized personnel.

   d. IBM will take precautions to protect the Cloud Service's physical infrastructure against environmental threats, both naturally occurring and man-made, such as excessive ambient temperature, fire, flood, humidity, theft, and vandalism.

5. **Access, Intervention, Transfer and Separation Control**

   a. IBM will maintain documented security architecture of networks managed by IBM in its operation of the Cloud Service. IBM will separately review such network architecture, including measures designed to prevent unauthorized network connections to systems, applications and network devices, for compliance with its secure segmentation, isolation, and defense-in-depth standards prior to implementation. IBM may use wireless networking technology in its maintenance and support of the Cloud Service and associated components. Such wireless networks, if any, will be encrypted and require secure authentication and will not provide direct access to Cloud Service networks. Cloud Service networks do not use wireless networking technology.

   b. IBM will maintain measures for a Cloud Service that are designed to logically separate and prevent Content from being exposed to or accessed by unauthorized persons. IBM will maintain appropriate isolation of its production and non-production environments, and, if Content is transferred to a non-production environment, for example in order to reproduce an error at Client's request, security and privacy protections in the non-production environment will be equivalent to those in production.

   c. To the extent described in the relevant TD, IBM will encrypt Content not intended for public or unauthenticated viewing when transferring Content over public networks and enable use of a cryptographic protocol, such as HTTPS, SFTP, and FTPS, for Client's secure transfer of Content to and from the Cloud Service over public networks.

   d. IBM will encrypt Content at rest when specified in a TD. If the Cloud Service includes management of cryptographic keys, IBM will maintain documented procedures for secure key generation, issuance, distribution, storage, rotation, revocation, recovery, backup, destruction, access, and use.

   e. If IBM requires access to Content, it will restrict such access to the minimum level required. Such access, including administrative access to any underlying components (privileged access), will be individual, role-based, and subject to approval and regular validation by authorized IBM personnel following the principles of segregation of duties. IBM will maintain measures to identify and remove redundant and dormant accounts with privileged access and will promptly revoke such access upon the account owner's separation or the request of authorized IBM personnel, such as the account owner's manager.

   f. Consistent with industry standard practices, and to the extent natively supported by each component managed by IBM within the Cloud Service, IBM will maintain technical measures enforcing timeout of inactive sessions, lockout of accounts after multiple sequential failed login attempts, strong password or passphrase authentication, and measures requiring secure transfer and storage of such passwords and passphrases.

   g. IBM will monitor use of privileged access and maintain security information and event management measures designed to: a) identify unauthorized access and activity; b) facilitate a timely and appropriate response; and c) enable internal and independent third-party audits of compliance with documented IBM policy.

   h. Logs in which privileged access and activity are recorded will be retained in compliance with IBM's worldwide records management plan. IBM will maintain measures designed to protect against unauthorized access, modification, and accidental or deliberate destruction of such logs.

   i. To the extent supported by native device or operating system functionality, IBM will maintain computing protections for its end-user systems that include, but may not be limited to, endpoint firewalls, full disk encryption, signature-based malware detection and removal, time-based screen locks, and endpoint management solutions that enforce security configuration and patching requirements.

6. **Service Integrity and Availability Control**

   a. IBM will: a) perform security and privacy risk assessments of its Cloud Services at least annually; b) perform penetration testing and vulnerability assessments, including automated system and application security scanning and manual ethical hacking, before production release and annually thereafter; c) enlist a qualified independent third-party to perform penetration testing at least annually; d) perform automated management and routine verification of underlying components' compliance with security configuration requirements; and e) remediate identified vulnerabilities or noncompliance with its security

configuration requirements based on associated risk, exploitability, and impact. IBM will take reasonable steps to avoid Cloud Service disruption when performing its tests, assessments, scans, and execution of remediation activities.

b. IBM will maintain policies and procedures designed to manage risks associated with the application of changes to its Cloud Services. Prior to implementation, changes to a Cloud Service, including its systems, networks, and underlying components, will be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, a risk statement addressing impact to the Cloud Service and its clients, expected outcome, rollback plan, and documented approval by authorized personnel.

c. IBM will maintain an inventory of all information technology assets used in its operation of the Cloud Service. IBM will continuously monitor and manage the health, including capacity, and availability of the Cloud Service and underlying components.

d. Each Cloud Service will be separately assessed for business continuity and disaster recovery requirements pursuant to documented risk management guidelines. Each IBM Cloud Service will have, to the extent warranted by such risk assessment, separately defined, documented, maintained, and annually validated business continuity and disaster recovery plans consistent with industry standard practices. Recovery point and time objectives for the Cloud Service, if provided, will be established with consideration given to the Cloud Service's architecture and intended use, and will be described in the relevant TD. Physical media intended for off-site storage, if any, such as media containing Cloud Service backup files, will be encrypted prior to transport.

e. IBM will maintain measures designed to assess, test, and apply security advisory patches to the Cloud Service and its associated systems, networks, applications, and underlying components within the Cloud Service scope. Upon determining that a security advisory patch is applicable and appropriate, IBM will implement the patch pursuant to documented severity and risk assessment guidelines. Implementation of security advisory patches will be subject to IBM change management policy.

Data Processing Addendum

This Data Processing Addendum (DPA) and its applicable DPA Exhibits apply to the Processing of Personal Data by IBM on behalf of Client (Client Personal Data) subject to the General Data Protection Regulation 2016/679 (GDPR) or any other data protection laws identified at http://www.ibm.com/dpa/dpl (together 'Data Protection Laws') in order to provide services (Services) pursuant to the Agreement between Client and IBM. DPA Exhibits for each Service will be provided in the applicable Transaction Document (TD). This DPA is incorporated into the Agreement. Capitalized terms used and not defined herein have the meanings given them in the applicable Data Protection Laws. In the event of conflict, the DPA Exhibit prevails over the DPA which prevails over the rest of the Agreement.

1. Processing

1.1 Client is: (a) a Controller of Client Personal Data; or (b) acting as Processor on behalf of other Controllers and has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Client Personal Data by IBM as Client's subprocessor as set out in this DPA. Client appoints IBM as Processor to Process Client Personal Data. If there are other Controllers, Client will identify and inform IBM of any such other Controllers prior to providing their Personal Data, in accordance with the DPA Exhibit.

1.2 A list of categories of Data Subjects, types of Client Personal Data, Special Categories of Personal Data and the processing activities is set out in the applicable DPA Exhibit for a Service. The duration of the Processing corresponds to the duration of the Service, unless otherwise stated in the DPA Exhibit. The purpose and subject matter of the Processing is the provision of the Service as described in the Agreement.

1.3 IBM will Process Client Personal Data according to Client's documented instructions. The scope of Client's instructions for the Processing of Client Personal Data is defined by the Agreement, and, if applicable, Client's and its authorized users' use and configuration of the features of the Service. Client may provide further legally required instructions regarding the Processing of Client Personal Data (Additional Instructions) as described in Section 10.2. If IBM notifies Client that an Additional Instruction is not feasible, the parties shall work together to find an alternative. If IBM notifies the Client that neither the Additional Instruction nor an alternative is feasible, Client may terminate the affected Service, in accordance with any applicable terms of the Agreement. If IBM believes an instruction violates the Data Protection Laws, IBM will immediately inform Client, and may suspend the performance of such instruction until Client has modified or confirmed its lawfulness in documented form.

1.4 Client shall serve as a single point of contact for IBM. As other Controllers may have certain direct rights against IBM, Client undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. IBM shall be discharged of its obligation to inform or notify another Controller when IBM has provided such information or notice to Client. Similarly, IBM will serve as a single point of contact for Client with respect to its obligations as a Processor under this DPA.

1.5 IBM will comply with all Data Protection Laws in respect of the Services applicable to IBM as Processor. IBM is not responsible for determining the requirements of laws or regulations applicable to Client's business, or that a Service meets the requirements of any such applicable laws or regulations. As between the parties, Client is responsible for the lawfulness of the Processing of the Client Personal Data. Client will not use the Services in a manner that would violate applicable Data Protection Laws.

2. Technical and organizational measures

2.1 Client and IBM agree that IBM will implement and maintain the technical and organizational measures set forth in the applicable DPA Exhibit (TOMs) which ensure a level of security appropriate to the risk for IBM's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, IBM reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

3. Data Subject Rights and Requests

3.1 IBM will inform Client of requests from Data Subjects exercising their Data Subject rights (e.g., including but not limited to rectification, deletion and blocking of data) addressed directly to IBM regarding Client Personal Data. Client shall be responsible to handle such requests of Data Subjects. IBM will reasonably assist Client in handling such Data Subject requests in accordance with Section 10.2.

3.2 If a Data Subject brings a claim directly against IBM for a violation of their Data Subject rights, Client will reimburse IBM for any cost, charge, damages, expenses or loss arising from such a claim, to the extent that IBM has notified Client about the claim and given Client the opportunity to cooperate with IBM in the defense and settlement of the claim. Subject to the terms of the Agreement, Client may claim from IBM damages resulting from Data Subject claims for a violation of their Data Subject rights caused by IBM's breach of its obligations under this DPA and the respective DPA Exhibit.

4. Third Party Requests and Confidentiality

4.1 IBM will not disclose Client Personal Data to any third party, unless authorized by the Client or required by law. If a government or Supervisory Authority demands access to Client Personal Data, IBM will notify Client prior to disclosure, unless such notification is prohibited by law.

4.2 IBM requires all of its personnel authorized to Process Client Personal Data to commit themselves to confidentiality and not Process such Client Personal Data for any other purposes, except on instructions from Client or unless required by applicable law.

5. Audit

5.1 IBM shall allow for, and contribute to, audits, including inspections, conducted by the Client or another auditor mandated by the Client in accordance with the following procedures:

a. Upon Client's written request, IBM will provide Client or its mandated auditor with the most recent certifications and/or summary audit report(s), which IBM has procured to regularly test, assess and evaluate the effectiveness of the TOMs, to the extent set out in the DPA Exhibit.

b. IBM will reasonably cooperate with Client by providing available additional information concerning the TOMs, to help Client better understand such TOMs.

c. If further information is needed by Client to comply with its own or other Controllers audit obligations or a competent Supervisory Authority's request, Client will inform IBM in writing to enable IBM to provide such information or to grant access to it.

d. To the extent it is not possible to otherwise satisfy an audit right mandated by applicable law or expressly agreed by the Parties, only legally mandated entities (such as a governmental regulatory agency having oversight of Client's operations), the Client or its mandated auditor may conduct an onsite visit of the IBM facilities used to provide the Service, during normal business hours and only in a manner that causes minimal disruption to IBM's business, subject to coordinating the timing of such visit and in accordance with any audit procedures described in the DPA Exhibit in order to reduce any risk to IBM's other customers.

Any other auditor mandated by the Client shall not be a direct competitor of IBM with regard to the Services and shall be bound to an obligation of confidentiality.

5.2 Each party will bear its own costs in respect of paragraphs a. and b. of Section 5.1, otherwise Section 10.2 applies accordingly.

6. Return or Deletion of Client Personal Data

6.1 Upon termination or expiration of the Agreement IBM will either delete or return Client Personal Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

7. Subprocessors

7.1 Client authorizes the engagement of other Processors to Process Client Personal Data (Subprocessors). A list of the current Subprocessors is set out in the respective DPA Exhibit. IBM will notify Client in advance of any addition or replacement of the Subprocessors as set out in the respective DPA Exhibit. Within 30 days after IBM's notification of the intended change, Client can object to the addition of a Subprocessor on the basis that such addition would cause Client to violate applicable legal requirements. Client's objection shall be in writing and include Client's specific reasons for its objection and options to mitigate, if any. If Client does not object within such period, the respective Subprocessor may be commissioned to Process Client Personal Data. IBM shall impose substantially similar but no less protective data protection obligations as set out in this DPA on any approved Subprocessor prior to the Subprocessor initiating any Processing of Client Personal Data.

7.2 If Client legitimately objects to the addition of a Subprocessor and IBM cannot reasonably accommodate Client's objection, IBM will notify Client. Client may terminate the affected Services as set out in the

Agreement, otherwise the parties shall cooperate to find a feasible solution in accordance with the dispute resolution process.

8. Transborder Data Processing

8.1 In the case of a transfer of Client Personal Data to a country not providing an adequate level of protection pursuant to the Data Protection Laws (Non-Adequate Country), the parties shall cooperate to ensure compliance with the applicable Data Protection Laws as set out in the following Sections. If Client believes the measures set out below are not sufficient to satisfy the legal requirements, Client shall notify IBM and the parties shall work together to find an alternative.

8.2 By entering into the Agreement, Client is entering into EU Standard Contractual Clauses as set out in the applicable DPA Exhibit (EU SCC) with (i) each Subprocessor listed in the respective DPA Exhibit that is an IBM affiliate located in a Non-Adequate Country (IBM Data Importers) and (ii) IBM, if located in a Non-Adequate Country, as follows:

    a. if Client is a Controller of all or part of the Client Personal Data, Client is entering into the EU SCC in respect to such Client Personal Data; and

    b. if Client is acting as Processor on behalf of other Controllers of all or part of the Client Personal Data, then Client is entering into the EU SCC:

        (i) as back-to-back EU SCC in accordance with Clause 11 of the EU Standard Contractual Clauses (Back-to-Back SCC), provided that Client has entered into separate EU Standard Contractual Clauses with the Controllers; or

        (ii) on behalf of the other Controller(s).

Client agrees in advance that any new IBM Data Importer engaged by IBM in accordance with Section 7 shall become an additional data importer under the EU SCC and/or Back-to-Back SCC.

8.3 If a Subprocessor located in a Non-Adequate Country is not an IBM Data Importer (Third Party Data Importer) and EU SCC are entered into in accordance with Section 8.2, then, IBM or an IBM Data Importer shall enter into Back-to-Back SCC with such a Third Party Data Importer. Otherwise, Client on its own behalf and/or, if required, on behalf of other Controllers shall enter into separate EU Standard Contractual Clauses or Back-to-Back SCC as provided by IBM.

8.4 If Client is unable to agree to the EU SCC or Back-to-Back SCC on behalf of another Controller, as set out in section 8.2 and 8.3, Client will procure the agreement of such other Controller to enter into those agreements directly. Additionally, Client agrees and, if applicable, procures the agreement of other Controllers that the EU SCC or the Back-to-Back SCC, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU SCC and Back-to-Back SCC shall prevail.

9. Personal Data Breach

9.1 IBM will notify Client without undue delay after becoming aware of a Personal Data Breach with respect to the Services. IBM will promptly investigate the Personal Data Breach if it occurred on IBM infrastructure or in another area IBM is responsible for and will assist Client as set out in Section 10.

10. Assistance

10.1 IBM will assist Client by technical and organizational measures for the fulfillment of Client's obligation to comply with the rights of Data Subjects and in ensuring compliance with Clients obligations relating to the security of Processing, the notification and communication of a Personal Data Breach and the Data Protection Impact Assessment, including prior consultation with the responsible Supervisory Authority, if required, taking into account the nature of the processing and the information available to IBM.

10.2 Client will make a written request for any assistance referred to in this DPA. IBM may charge Client no more than a reasonable charge to perform such assistance or an Additional Instruction, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable change control provision of the Agreement. If Client does not agree to the quote, the parties agree to reasonably cooperate to find a feasible solution in accordance with the dispute resolution process.

IBM Online Privacy Statement

This Statement is effective as of 31 December 2019. The previous version of this Statement is availak

Your privacy is important to IBM; maintaining your trust is paramount to us.

This Statement discloses the information practices for IBM's and our subsidiaries' websites, what typ websites' users is gathered and tracked, and how the information is used, shared or otherwise proces cookies, web beacons and other technologies may be used in our IBM Cloud services and software pr websites, products and services in this Privacy Statement include apps, programs, and devices.

This IBM Online Privacy Statement supplements the IBM Privacy Statement.

This Statement applies to IBM websites that link to this Statement but does not apply to those IBM w Privacy Statement. Additionally, it does not apply to instances where we merely process information (benefit, such as when we act as a web hosting service provider.

We may supplement this Statement with additional information relating to a particular interaction we transaction document or a specific privacy statement when you order or use an online service.

IBM's privacy practices as it pertains to information collected through ibm.com, as described in this F the APEC Cross Border Privacy Rules System. The APEC CBPR system provides a framework for organ personal information transferred among participating APEC economies. More information about the A here (PDF, 89 KB).

If you have questions or complaints regarding our privacy policy or practices, please contact the IBM an unresolved privacy or data use concerns that we have not addressed satisfactorily, please contact dispute resolution provider (free of charge) here.

↓   Collection of Personal Information

↓   Use of Personal Information

↓   Retention

↓   Cookies, Web Beacons and Other Technologies

↓   Online Advertising

↓   Links to Non-IBM Websites and Third-Party Applications

↓   Notification of Changes

↓   Privacy Questions and Access

Collection of Personal Information

Introduction

You may choose to give us personal information directly in a variety of situations. For example, you m
contact information to communicate with you, to order a product, to process an order, to register for a
subscription, or to do business with us if you are a supplier or a business partner. You may also provic
something from us or may share a description of your education and work experience in connection v
which you wish to be considered. If you tell us that you do not want us to use your information to mak
beyond fulfilling your request, we will respect your wishes.

Registration

When you wish to receive information, download publications, enroll for a live or virtual event or requ
provide your name and business contact information, as well as other information in connection with
information in connection with your request and to communicate with you. This information may, in n
when you visit our websites. We will retain your information for potential future interactions with you.
no longer use your registration information, contact us at NETSUPP@us.ibm.com.

We may also ask you to register an IBMid, in which case you need to provide us with your name, emai
other information if needed for the purpose for which you are asked to register. The IBMid serves to u
visit our websites, have a request or order or use a product or service. For ordering of most services a
have registered an IBMid. Registration with IBMid may allow you to customize and control your privac
and services may require unique registration specifically for the purpose of providing these products
registration details provided by you for a product or service will only be used for the specific purpose
product or service.

Website visits and IBM Cloud services

We may also collect information relating to your use of our websites and IBM Cloud services through
For example, when you visit our websites or access our IBM Cloud services, we may log certain inforr
us, such as your IP address (including information deriving from your IP address such as your geograj
version and language, access time, duration of access, and referring website addresses; we may also

pages you view within our sites, the time you spent on each site and other actions you take while visi access our website without an IBMid or signing in, we will still collect some of this personal informati websites to function properly.

In addition, some of our software products and IBM Cloud services include technologies that allow IE about the use of our products and services. We may also use such technologies to determine whethe clicked on a link contained in an e-mail. For details regarding the technologies we employ, see Cookie Technologies below.

Marketing information

Most information we collect about you comes from our direct interactions with you.

From time to time, we may also collect information that pertains to you indirectly through other sourc we do so, we ask the vendors to confirm that the information was legally acquired by the third party a obtain it from them and use it.

When you register for an event we may collect additional information (online or offline) in relation to t an event, such as participation in sessions and survey results. Events may be recorded and group phc to use photos for promotional use. When you provide us with your business contact information (such card) we may use this to communicate with you.

The information that we collect, either directly or indirectly, may be combined to help us improve its c completeness, and to help us better tailor our interactions with you.

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Use of Personal Information

The following paragraphs describe in more detail how IBM may use your personal information.

Fulfilling your Transaction Request

If you request something from IBM, for example, a product or service, a callback, or specific marketir personal information you provide to fulfill your request. To help us do this, we may share information business partners, financial institutions, shipping companies, postal or government authorities, such in fulfillment. We may also contact you as part of our customer satisfaction surveys or for market rese

Personalizing your Experience on our Websites

We may use the personal information we collect about you to provide you with a personalized experie services, such as providing you with content you may be interested in and making navigation on our s

information to improve our websites.

Providing Support

We may use your personal information to support products or services you have obtained from us, su update or fix. We may combine your information with information from other interactions with you to suggestions in relation to product support.

We also provide "Live Chat" sessions on our websites to assist you while you're navigating through ou can be raised and solutions proposed; we will use personal information you provide in these sessions with this Privacy Statement.

In the course of providing technical support to you, we may sometimes have incidental access to data data that is located on your system. This data may contain information about you, your organization's or suppliers. This Privacy Statement does not apply to our access to or handling of this personal infor the handling and processing of this data is covered by the applicable Terms of Use or other agreemen the Terms of Use for Exchanging Diagnostic Data.

IBM Cloud services

We may use information collected on your use of the IBM Cloud services to allow us to: establish stat effectiveness of our software products and our IBM Cloud services; improve and personalize your use and services; tailor our interactions with you; inform our clients on overall use of their products and s our products and services.

Marketing

The personal information you provide to IBM, as well as the personal information we have collected a by IBM for marketing purposes, i.e, to keep you informed about events, products, services and solutio complement an existing product portfolio. Before we do so, however, we will offer you the opportunity have your personal information used in this way. You may at any time choose not to receive marketing the unsubscribe instructions included in each e-mail you may receive, by indicating so when we call y (please refer to "Privacy Questions and Access" below).

Some of our offerings or events may be co-branded or sponsored by IBM and third parties, such as bu providers, that use, resell or complement IBM products or services. Offerings and events that are co-such partnership exists. If you sign up for these offerings or events, be aware that your information m shared with those third parties. We encourage you to familiarize yourself with those third-party privac understanding of the manner in which they will handle information about you.

If you choose to "Email This Page" to a friend or colleague, we will ask for their name and e-mail addr
one-time e-mail sharing the page you indicated, but will not use that information for other purposes.

Recruitment

In connection with a job application or inquiry, whether advertised on an IBM website or otherwise, y
information about yourself, such as a resume. We may use this information throughout IBM in order t
consider you for employment purposes.

Monitoring or Recording of Calls, Chats and Other Interactions

Certain online transactions may involve you calling us or us calling you. They may also involve online
IBM's general practice to monitor and, in some cases, record such interactions for staff training or qu
retain evidence of a particular transaction or interaction.

Use of Information in the Social Computing Environment

IBM provides social computing tools on some of its websites to enable online sharing and collaboratic
registered to use them. These include forums, wikis, blogs and other social media platforms.

When downloading and using these applications or registering to use these social computing tools, yo
certain personal information. Registration information will be subject to and protected in accordance
except for the information that is automatically made available to other participants as part of your p
tools may also include supplemental privacy statements with specific information about collection ar
supplemental statements to understand what the tools and applications may do.

Any other content you post, such as pictures, information, opinions, or any other type of personal info
to other participants on these social platforms or applications, is not subject to this Privacy Statemen
to the Terms of Use of those applications or platforms, and any additional guidelines and privacy info
their use, as well as the process by which you can remove your content from such tools or get help to
better understand yours, IBM's, and other parties' rights and obligations with regard to such content.
content you post on any such social computing platforms may be made broadly available to others in

Protect the Rights and Property of IBM and Others

We may also use or share your personal information to protect the rights or property of IBM, our busi
or others when we have reasonable grounds to believe that such rights or property have been or coul
reserve the right to disclose your personal information as required by law, and when we believe that
our rights, or the rights of others, to comply with a judicial proceeding, court order, or legal process se

Information for Business Partners

If you represent an IBM business partner, you may visit IBM websites intended specifically for IBM bu
information provided on that site to administer and develop our business relationship with you, the bu
and IBM business partners generally. For instance, this may involve using your information to send yo
programs. It may also include sharing certain information with other business partners (subject to an
may exist), or IBM clients or prospects. In connection with a particular transaction or program, we ma
client satisfaction surveys or for market research purposes.

Information for Suppliers

If you represent an IBM supplier, you may visit IBM websites intended specifically for use by IBM sup
information provided on that site in connection with entering into or performing a transaction with yo
sharing information with other parts of IBM, IBM's business partners, clients, shipping companies, fir
government authorities involved in fulfillment. It may also be used to administer and develop our rela
you represent, and other IBM suppliers generally.

Children

Unless otherwise indicated, our websites, products and services are not intended for use by children

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Retention

IBM will retain your personal information for as long as is required to fulfill the purposes for which the
other valid reasons to retain your personal information (for example to comply with our legal obligatio
our agreements).

Your registration information will be retained for as long as your account or IBMid is active or as need
wish to request that we no longer use your registration information to provide you services, contact u
relation to IBM Cloud services which you are authorized to use by the IBM client contracting for that s
registration information may be retained to fulfill certain requirements of that IBM client.

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Cookies, Web Beacon and Other Technologies

As mentioned above, we collect information from your visits to our websites and your use of our IBM
products to help us gather statistics about usage and effectiveness, personalize your experience, tail
improve our products and services. We do so through the use of various technologies, including scrip
(Flash cookies), Local Storage (HTML5) beacons, and "cookies".

What are cookies and why are cookies used

A cookie is a piece of data that a website can send to your browser, which may then be stored on your
your computer. While cookies are often only used to measure website usage (such as number of visito
effectiveness (such as topics visitors are most interested in) and to allow for ease of navigation or use
with any personal information, they are also used at times to personalize a known visitor's experience
associated with profile information or user preferences. Over time this information provides valuable
experience.

Cookies are typically categorized as "session" cookies or "persistent" cookies. Session cookies help y
efficiently, keeping track of your progression from page to page so that you are not asked for informat
during the current visit, or information needed to be able to complete a transaction. Session cookies a
and erased when the web browser is closed. Persistent cookies on the other hand, store user prefere
visits. They are written on your device's hard disk, and are still valid when you restart your browser. W
example, to record your choice of language and country location.

How to express privacy preferences regarding the use of cookies

When visiting our websites or online services, you may have the possibility to set your preferences re
technologies by using the options and tools made available to you by either your web browser or IBM
implemented by IBM, it will be displayed at your first visit to our website. By clicking 'cookie preferen
website you can choose and change at any time which types of cookies you would like our websites a
You can indicate your preference for required, required and functional or required, functional and per
can also find more information on the types of cookies used. Using the cookie preferences does not re
are already on your device. You can delete cookies already on your device via the settings of your wel

While IBM websites, online and Cloud services at this time do not recognize automated browser signal
mechanisms, such as "do not track" instructions, you can generally express your privacy preferences
cookies and similar technologies through your web browser. Look under the heading "Tools" (or simila
browser for information about controlling cookies. In most instances you can set your browser to noti
cookie, giving you the option to decide whether to accept it or not. You can also generally set your bro
in our software products can be turned off in the product itself. Since cookies allow you to take advan
features or features of our software products and IBM Cloud services, we recommend that you leave
turn off or otherwise reject our cookies, some web pages may not display properly or you will not be a
your shopping cart, proceed to checkout, or use any website or IBM Cloud services that require you to

Web beacons or other technologies

Some IBM websites, IBM Cloud services and software products may also use web beacons or other te
sites to provide better customer service. These technologies may be in use on a number of pages acro

visitor accesses these pages, a non-identifiable notice of that visit is generated which may be process
These web beacons usually work in conjunction with cookies. If you don't want your cookie informati
visits to these pages or use of these products, you can set your browser to turn off cookies or turn off
respectively. If you turn off cookies, web beacon and other technologies will still detect visits to these
associated with information otherwise stored in cookies.

For more information about the technologies employed by our IBM Cloud services and software prod
off, please consult the user guide for the particular software product or IBM Cloud services you are us

We use Local Shared Objects, such as Flash cookies, and Local Storage, such as HTML5, to store cont
Third parties with whom we partner to provide certain features on our website or to display IBM adve
upon your web browsing activity also use Flash cookies or HTML5 to collect and store information. Va
own management tools for removing HTML5. To manage Flash cookies, please click here .

We may also include web beacons in marketing e-mail messages or our newsletters in order to deter
been opened and links contained within clicked on.

Some of our business partners set web beacons and cookies on our site. In addition, third-party socia
information such as your IP address, browser type and language, access time, and referring website a
in to those social media sites, they may also link such collected information with your profile informat
control these third party tracking technologies. Note that the "s81c.com" domain used to deliver stati
sites, is managed by IBM, and not by a third party.

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Online Advertising

IBM does not deliver third party online advertisements on our web sites but we advertise our product
websites. Please familiarize yourself with those website operators' or network advertisers' privacy po
practices relating to advertising, including what type of information they may collect about your Inter

Some advertising networks we may use may be members of the Network Advertising Initiative (NAI)
Digital Advertising Alliance (EDAA).

Individuals may opt-out of targeted advertising delivered by NAI or EDAA member ad networks by us
following sites:

- Digital Advertising Alliance (DAA)

- Network Advertising Initiative (NAI)

- European Interactive Digital Advertising Alliance (EDAA)

We have also engaged with certain third parties to manage some of our advertising on other sites. The
and web beacons to collect information (such as your IP address) about your activities on IBM's and
targeted IBM advertisements based upon your interests:

- In the U.S. and Canada, those IBM advertisements that are targeted to you will be identified with
  participates in the Digital Advertising Alliance self-regulatory program for online behavioural adve
  and youradchoices.ca). You can click on the icon in the advertisements themselves to manage yo

- Or, if you wish to not have this information used for the purpose of serving you targeted ads, you

Please note that this does not opt you out of being served non-targeted advertising. You will continue
ads.

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Links to Non-IBM Websites and Third-Party Applications

To allow you to interact with other websites on which you may have accounts (such as Facebook and
communities on such sites, we may provide links or embed third-party applications that allow you to
communities from our websites.

We may also provide you with general links to non-IBM websites.

Your use of these links and applications is subject to the third parties' privacy policies, and you shoul
party sites' privacy policies before using the links or applications. IBM is not responsible for the priva
those other websites.

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Notification of Changes

We may update this Privacy Statement from time to time to reflect changes to our data governance pi
Statement will be posted here with an updated revision date. We encourage you to check back period
updates. If we make a material change to our Privacy Statement, we will post a notice at the top of th
continuing to use our websites after such revision takes effect we consider that you have read and un

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Privacy Questions and Access

If you have a question about this Privacy Statement or IBM's handling of your information, you can se coordinator. You can also contact us at:

IBM's Chief Privacy Office

1 New Orchard Road

Armonk, NY 10504

U.S.A.

In certain cases, you may have the ability to view, edit or delete your personal information online. In t accessible online, and you wish to obtain a copy of particular information you provided to IBM, or if yc is incorrect and you would like us to correct it, contact us. More information on Your Rights can be fou

If you no longer wish to receive marketing e-mails from IBM, please send an e-mail to NETSUPP@us. unsubscribe instructions included in each marketing email.

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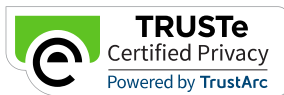
IBM Privacy Statement

This Privacy Statement is effective as of May 2018.

At IBM we recognize the importance of protecting your personal information and are committed to processing it responsibly and in compliance with applicable data protection laws in all countries in which IBM operates.

This Privacy Statement describes IBM's general privacy practices that apply to personal information we collect, use and share about consumers and other individuals within our clients, business partners, supplier and other organizations with which IBM has or contemplates a business relationship.

This Privacy Statement is supplemented by the IBM Online Privacy Statement, which provides more information in the online context, including recruitment. We may provide additional or more specific information on the collection or use of personal information on websites or related to a specific product or service.

Why and how we collect and use your personal information

We may collect your personal information as an individual for various purposes, such as the following:

- **Access and use of websites or other online services**
  When entering one of our websites, or using an online service, we will record information necessary to provide you with access, for the operation of the website and for us to comply with security and legal requirements in relation to operating our site, such as passwords, IP address and browser settings. We also collect information about your activities during your visit in order to personalize your website experience, such as recording your preferences and settings, and to collect statistics to help us improve and further develop our websites, products and services.

- **Responding to your request for information, order, or support**
  When you contact us (online or offline) in connection with a request for information, to order a product or service, to provide you with support, or to participate in a forum or other social computing tool, we collect information necessary to fulfill your request, to grant you access to the product or service, to provide you with support and to be able to contact you. For instance, we collect your name and contact information, details about your request and your agreement with us and the fulfillment, delivery and invoicing of your order and we may include client satisfaction survey information. We retain such information for administrative purposes, defending our rights, and in connection with our relationship with you.

  When you provide your name and contact information to register in connection with such a request, the registration may serve to identify you when you visit our websites. For ordering of most services and products we require you to have registered an IBMid. Registration may also allow you to customize and control your privacy settings.

- **Your use of IBM Cloud services**
  We collect information about your use of IBM Cloud services to enable product features to operate, improve your user experience, tailor our interactions with you, inform our clients on the overall use of the services, provide support and improve and develop our products and services. For details regarding the technologies we employ, the personal information we collect, as well as how to control or block tracking or to delete cookies, please refer to the IBM Online Privacy Statement.

- **Contacting employees of our clients, prospects, partners and suppliers**
  In our relationship with clients or prospects, partners and suppliers, they also provide us with business contact information (such as name, business contact details, position or title of their employees, contractors, advisors and authorized users) for purposes such as contract management, fulfillment, delivery of products and services, provision of support, invoicing and management of the services or the relationship.

- **Visitor information**
  We register individuals visiting our sites and locations (name, identification and business contact information) and use camera supervision for reasons of security and safety of persons and belongings, as well as for regulatory purposes.

- **Marketing**

  Most information we collect about you comes from our direct interactions with you. When you register for an event we may collect information (online or offline) in relation to the event organization, and during an event, such as participation in sessions and survey results. We combine the personal information we collect to develop aggregate analysis and business intelligence for conducting our business and for marketing purposes. You can choose to receive information by email, telephone or postal mail about our products and services, or sign-up for subscriptions. When visiting our websites or using our services we may provide you with personalized information. You can always opt-out from receiving personalized communication by sending an e-mail to NETSUPP@us.ibm.com. More information can be found in the IBM Online Privacy Statement.

Where we reference that we use your personal information in connection with a request, order, transaction or agreement (or preparing for the same), or to provide you with services that you requested (such as a website), we do this because it is necessary for the performance of an agreement with you.

Where we reference that we use your personal information in relation to marketing, improvement or development of our products or services, for reasons of safety and security, or regulatory requirements other than in connection with your agreement or request, we do this on the basis of our or a third party's legitimate interests, or with your consent. When we collect and use your personal information subject to the EU Privacy Legislation this may have consequences for Your Rights.

Sharing of Personal Information

As a global organization offering a wide range of products and services, with business processes, management structures and technical systems that cross borders, IBM has implemented global policies, along with standards and procedures, for consistent protection of personal information. As a global company, we may share information about you with our subsidiaries world-wide and transfer it to countries in the world where we do business in accordance with this Privacy Statement.

Between IBM controlled subsidiaries we only grant access to personal information on a need-to-know basis, necessary for the purposes for which such access is granted. In some cases, IBM uses suppliers located in various countries to collect, use, analyze, and otherwise process personal information on its behalf.

Where appropriate, IBM may also share your personal information with selected partners to help us provide you, or the company you work for, products or services, or to fulfill your requests, or with your consent. When selecting our suppliers and partners, we take into account their data handling processes.

If IBM decides to sell, buy, merge or otherwise reorganize businesses in some countries, such a transaction may involve the disclosure of personal information to prospective or actual purchasers, or the receipt of such information from sellers. It is IBM's practice to require appropriate protection for personal information in these types of transactions.

Please be aware that in certain circumstances, personal information may be subject to disclosure to government agencies pursuant to judicial proceeding, court order, or legal process. We may also share your personal information to protect the rights or property of IBM, our business partners, suppliers or clients, and others when we have reasonable grounds to believe that such rights or property have been or could be affected.

International Transfers

The international footprint of IBM involves a large number of transfers of personal information between different subsidiaries, as well as to third parties located in the countries where we do business. Some countries have implemented transfer restrictions for personal information, in connection with which IBM takes various measures, including:

- Where required, IBM implements Standard Contractual Clauses approved by the EU Commission, or similar contractual clauses in other jurisdictions. This includes transfers to suppliers or other third parties. You can request a copy of the EU Standard Contractual Clauses here.
- IBM certified to the APEC Cross Border Privacy Rules ⬈.
- IBM certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks. More information can be found here ⬈.

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Information Security and Accuracy

We intend to protect your personal information and to maintain its accuracy. IBM implements reasonable physical, administrative and technical safeguards to help us protect your personal information from unauthorized access, use and disclosure. For example, we encrypt certain sensitive personal information such as credit card information when we transmit such information over the Internet. We also require that our suppliers protect such information from unauthorized access, use and disclosure.

Retention Period

We will not retain personal information longer than necessary to fulfill the purposes for which it is processed, including the security of our processing complying with legal and regulatory obligations (e.g. audit, accounting and statutory retention terms), handling disputes, and for the establishment, exercise or defense of legal claims in the countries where we do business.

Because the circumstances may vary depending on the context and the services, the information provided in Online Privacy Statement or provided in a specific notice may provide more detailed information on applicable retention terms.

How to contact us

If you have a question related to this Privacy Statement, please contact us by using this form. Your message will be forwarded to the appropriate member of IBM's Data Privacy Team, such as Data Protection Officers or members of their teams.

For the purposes of the EU General Data Protection Regulation (GDPR), the controller of your personal information is International Business Machines Corporation (IBM Corp.), 1 New Orchard Road, Armonk, New York, United States, unless indicated otherwise. Where IBM Corp. or a subsidiary it controls (not established in the European Economic Area (EEA)) is required to appoint a legal representative in the EEA, the representative for all such cases is IBM United Kingdom Limited, PO Box 41, North Harbour, Portsmouth, Hampshire, United Kingdom PO6 3AU.

IBM Corp. is not the controller in situations such as:

- Personal information processed in connection with a contractual relationship, or with entering into a contractual relationship with a specific IBM subsidiary. In this case the controller of personal information is the IBM contracting company, which is the legal entity with which you or your employer have, or will have, the contract.

- Personal information collected on the physical site or location of an IBM subsidiary. In this case that subsidiary is the controller of the personal information.

Your Rights

You can request to access, update or correct your personal information. You also have the right to object to direct marketing. You can access the request process here.

You may have additional rights pursuant to your local law applicable to the processing. For example, if the processing of your personal information is subject to the EU General Data Protection Regulation ("GDPR"), and your personal information is processed based on legitimate interests, you have the right to object to the processing on grounds relating to your specific situation. Under GDPR you may also have the right to request to have your personal information deleted or restricted and ask for portability of your personal information.

Right to Lodge a Complaint

In the event you consider our processing of your personal information not to be compliant with the applicable data protection laws, you can lodge a complaint:

- Directly with IBM by using this form.

- With the competent data protection authority. The name and contact details of the Data Protection Authorities in the European Union can be found here ⬈.

Changes to our Privacy Statements

From time to time we may update this Privacy Statement, as well as any other specific privacy statement. When making changes to this Privacy Statement, we will add a new date at the top of this Privacy Statement.

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PRIVACY FEEDBACK
Powered by TRUSTe

TRUSTe
APEC Privacy
Powered by TrustArc

How to contact us

Questions about this Statement or about IBM's handling of your information may be sent to:

IBM Web site coordinator, or

IBM's Corporate Privacy Office
1 New Orchard Road
Armonk, NY 10540
U.S.A.

If you do not want to receive future marketing communications from IBM, including subscriptions, please send an email to
NETSUPP@us.ibm.com.

Other useful privacy links

→   IBM Mobile Application Privacy Statement

→   IBM Privacy Shield Privacy Policy for Certified IBM Cloud Services

→   IBM Controller Binding Corporate Rules

Software Product Compatibility Reports

Detailed System Requirements

Software as a Service

IBM Maximo EAM SaaS Flex

Contents

Data Processing and Protection Datasheet

Prerequisites **(No prerequisites specified for this product)**

Supported software **(No supported software specified for this product)**

Hardware **(No hardware specified for this product)**

Translations **(No translations specified for this product)**

Glossary

Disclaimers

Data Processing and Protection Datasheet

1. Categories of Data Subjects

Data Subjects of any Client Personal Data that generally can be processed in this Cloud Service may include Client's and its affiliates' employees, contractors, business partners, or customers, and to the extent required by law any other legal entities whose personal data is processed by the Cloud Service.

IBM will process Personal Data of all Data Subjects listed above in accordance with the Agreement. Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above list of Categories of Data Subjects. Therefore, if Client will not use this Cloud Service with all the Data Subjects as set out above, then Client is responsible for providing complete, accurate, and up-to-date information to IBM on the actual Data Subjects from within the above list that Client will process in this Cloud Service via Additional Instructions to IBM as set out in the IBM Data Processing Addendum (DPA). https://ibm.com/dpa

2. Personal Data

The lists as set out below are the Types of Personal Data and Special Categories of Personal Data that generally can be processed within this Cloud Service. IBM will process all Types of Personal Data and Special Categories of Personal Data listed below in accordance with the Agreement. Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the below lists of Types of Personal Data and Special Categories of Personal Data. Therefore, if Client will not use this Cloud Service for all the Types of Personal Data and Special Categories of Personal Data as set out below, then Client is responsible for providing complete, accurate, and up-to-date information to IBM on the actual Types of Personal Data and Special Categories of Personal Data from within the below list that Client will process in this Cloud Service via Additional Instructions to IBM as set out in the DPA.

2.1 Types of Personal Data

- Basic Personal Information (such as name, address, phone number, email, etc.)

- Technically Identifiable Personal Information (such as device IDs, usage based identifiers, static IP address, etc. - when linked to an individual)

- Employment Related Identifiable Information (any HR data such as job history, performance review information, etc.)

- Healthcare Information (data related to physical or mental health of an individual, or which otherwise reveals information about his or her health status. such as patient record, health insurance information, diagnostic and treatment information)

- Personal Location Information (such as geolocation data)

2.2 Special Categories of Personal Data

- Health data.

3. Processing Activities

The processing activities with regard to Client Content (including Client Personal Data) within this Cloud Service include:

- Receipt of Content from Data Subjects and/or third parties

- Computer processing of Content, including data transmission, data retrieval, data access, and network access to allow data transfer if required

- Technical customer support involving Content at Customer request, including monitoring, problem determination, and problem resolution

- Transformation and transition of Content as necessary to deliver the Cloud Service

- Storage and associated deletion of Content

- Backup of Content

4. Duration of Processing

- IBM will remove Content (including Client Personal Data) that is stored or persisted within this Cloud Service within 7 days after termination or expiration of the Cloud Service. Some Content (including Client

Personal Data) may remain in the Cloud Service backups until the expiration of such backups 31 days after data is removed from the online service.

5. Technical and Organizational Measures

The following Technical and Organization Measures (TOMs) apply to all Content processed by IBM within this Cloud Service (including Client Personal Data):

5.1 Base Technical and Organizational Measures

IBM's foundational Technical and Organizational Measures for data protection within its Cloud Services are as described in IBM's Data Security and Privacy Principles for IBM Cloud Services (https://www.ibm.com/cloud/data-security), or as otherwise described below or within the specific Cloud Service Description (https://www.ibm.com/software/sla/sladb.nsf/sla/sd).

5.2 Amendment to TOMs

This cloud service makes the following Amendments to the foundational TOMs as described within IBM's Data Security and Privacy Principles for IBM Cloud Services:

- This section is intentionally left blank.

5.3 Additional TOMs

The following additional TOMs are applicable to this Cloud Service:

5.3.1 Data Protection

- Client Content is encrypted when transmitted by IBM on any public networks.

- Client Content is encrypted at rest within the IBM Cloud Datacenter.

5.3.2 Business Continuity

- The Cloud Service has Business Continuity plans in place to provide for the recovery of both the Cloud Service, and the associated Client Content, within days in the event of a corresponding disaster.

5.4 Certifications

This Cloud Service provides the following industry recognized compliance, certifications, attestations, or reports as one measure of proof of this Cloud Service's implementation of these Technical and Organizational Measures:

• ISO 27001

• ISO 27017

• ISO 27018

6. Deletion and Return of Content

• If requested prior to termination or expiration of the Service, IBM will return a copy of Client Content that is accessible to IBM within a reasonable period and in a reasonable format.

• Client may also request removal of Content (including Client Personal Data) at any time prior to termination or expiration of the Cloud Service.

7. IBM Hosting and Processing Locations

The following IBM data hosting and processing locations are utilized for this Cloud Service. Client may be able to request that IBM utilize a subset of these locations.

• IBM Data Hosting Locations:
    • Australia

    • Canada

    • France

    • Netherlands

    • United Kingdom

    • United States

- IBM Data Processing Locations:
    - Australia

    - Brazil

    - Canada

    - China

    - India

    - Ireland

    - United States

- The IBM legal entities associated with each of the IBM Data Hosting and IBM Data Processing Locations set out above are Subprocessors and can be found at https://www.ibm.com/cloud/subprocessors.

8. Third Party Sub-Processors

This Cloud Service involves the following third party Sub-processors in the Processing of Content, including Client Personal Data:

- Third Party Sub-Processors:
    - None

- Any changes to Sub-processors will be communicated via update of this document as published on https://www.ibm.com/software/sla/sladb.nsf/sla/sd. Additional details on each 3rd party sub-processor are available upon request.

9. International Data Transfer

- EU Standard Contractual Clauses signed by all IBM Data Importers, if applicable, are available at: https://www.ibm.com/software/sla/sladb.nsf/sla/eumc.

- IBM's Privacy Shield Privacy Policy for Cloud Services (https://www.ibm.com/privacy/details/us/en/privacy_shield.html) applies to this Cloud Service for any personal data transferred from the European Economic Area (EEA) to the United States. This Policy does not apply when clients choose to have their offering content hosted in other countries.

10. Privacy Contact and Customer Notifications

- The general privacy contact for IBM Cloud Services is DPA.Help.project@uk.ibm.com.

- A self service portal is also available at mycloudservices.ibm.com to allow subscribed customers to sign up for push notifications of any changes to the data processing or technical and organizational measures associated with this IBM Cloud service.

Glossary

Bitness	Compatibility of the product with the bit version support that is provided by an operating system. Different parts of a product might run on the same operating system but support different application bitness. For example, one part of the product might run only in 32-bit mode, whereas another might support 64-bit tolerate mode.
	31: The product or part of the product runs as a 31-bit application in a 31-bit operating environment.
	32: The product or part of the product runs as a 32-bit application in a 32-bit operating environment.
	64-tolerate: The product or part of the product runs as a 32-bit application in a 64-bit operating environment.
	64-exploit: The product or part of the product runs natively as a 64-bit application in a 64-bit operating environment.
Co-packaged	Additional products that are included in the product package.
Co-installed	Additional products that are included in the product package and installed when the product is installed.
Deployment unit	**Deployment Structure** identifies pieces of a product that can be independently deployed onto one or more machines in a distributed infrastructure.

For the Deployment unit section:

Deployment Structure identifies pieces of a product that can be independently deployed onto one or more machines in a distributed infrastructure.

- The top level of the deployment structure consists of one or more deployment units. There are four possible deployment units that a product might support: Desktop, Server, Agent or client, Mobile.

- Deployment units may be further divided into deployable **components**

Desktop deployment unit: Part of the deployment structure intended for use by a single user, typically installed on the user desktops. Examples of desktop deployment units include development tools, administrative tools, stand-alone business applications.

Server deployment unit: Part of the deployment structure that can provide services to multiple clients, providing the server in a client-server architecture. Examples of server deployment units include application servers, management servers, database servers and server-based business applications.

Agent or client deployment unit: Part of the deployment structure that allows remote connection between software. Examples of agent of client deployment

units include agents in management system that are installed in the same tier as the managed resources, a remote application, or database clients that are installed with the software accessing the remote services.

Mobile deployment unit: Part of the deployment structure intended for use by a single user, typically installed on a mobile device. An example of a mobile deployment unit is a mobile application.

Hypervisor	A virtual machine in which a product can run on a guest operating system.
Limited operating system support	By default, the supported guest operating systems for a product and a hypervisor are the operating systems that are supported by both the product and the hypervisor. If a product restricts support to a subset of these operating systems, this restriction will be indicated by specifying that there is Limited Operating System Support.
Operating system minimum	The minimum operating system maintenance level that is required to run on the product.
Prerequisite minimum	The minimum maintenance level that is required for the prerequisite to work with the product.
Product minimum	The minimum maintenance level that is required for the product to run on the operating system, on an hypervisor, or work with a prerequisite product or supported software.
Supported software minimum	The minimum maintenance level that is required for the supported software to work with the product.

Disclaimers

The following disclaimer is NOT applicable to the "Data Processing and Protection Datasheet" or "Data Processing and Protection Datasheet - Preview" tabs/sections of this report.

The following is applicable to the "Prerequisites", "Supported Software" , "Hardware" and "Translations" tabs/sections.

This report is subject to the Terms of Use (https://www.ibm.com/legal/us/en/) and the following disclaimers:

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International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

IBM Quotation (Updated 2/10/2020)

Attn: Phillip H Dunn II
School Board of Broward County
600 SE Third Ave
FORT LAUDERDALE FL 33301-3125
UNITED STATES

IBM Site Number: 3450188
IBM Agreement Number: 222547
IBM Customer Number: 9194861

Dear Phillip H Dunn II

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

We appreciate the opportunity to extended and advance your Maximo solution. Quote 18587340 has been custom generated and aggressively priced focused to achieve three core objectives.

1. Right size the software licenses
   a. Convert to concurrent licenses which are easier to manage and deploy
   b. Apply user ramps to align projected end user ramp up
2. Provide IBM Lab Services to address identified key functional areas
   a. Anywhere mobile deployment
   b. Workcenter service request and work order automation
   c. Enhanced reporting with built-in report features
   d. Review system and data integration
3. Provide a monthly retainer (months 3-12) for ad hoc configuration and development assistance

Two items of note: 1) your current Maximo licensing expires on February 22, 2020, 2) your Maximo dev/test environment should be upgraded to the latest release in advance of Lab Services tasks. Please contact your IBM support to schedule the upgrade, which will be performed by IBM CDS resources.

Quote 18584484, provided in a separate document has also been aggressively priced and provides, premiere support services, including a named technical account manager (25 hours per month), proactive preemptive assistance, expedited response to cases, up to 4 hours per month of advice and best practices, regular account review, reports, strategic skills plans and enablement.

We look forward to continuing our partnership with you. If you have any questions, do not hesitate to contact me.

Yours sincerely,

LAWRENCE A WHITE
Phone Number: 1-470-349-9032
E-mail Address: whitela@us.ibm.com

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

IBM Quotation

Quotation Information
Number: **18587340**
Effective Date: **17-Jan-2020**
Expiration Date: **31-Mar-2020**

Customer Information
Attn: **Phillip H Dunn II**
School Board of Broward County
600 SE Third Ave
FORT LAUDERDALE FL 33301-3125
UNITED STATES

Sales Representative
IBM Contact: **LAWRENCE A WHITE**
Phone Number: **1-470-349-9032**
E-mail Address: whitela@us.ibm.com

IBM Site Number: **3450188**
IBM Customer Number: **9194861**
IBM Agreement Number: **222547**

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	334,998.47
Total	**334,998.47 USD**

Software as a Service

Professional Service Entitlements

IBM IoT Service Offerings
IoT Architect One Day Services Engagement Remotely Del Svc

Part#: **D00YAZX**
Billing: **Upfront**

Unit Price: **2,463.25 Per Use**

Item	Quantity	Item Price
1	53	130,552.25

Professional Services Sub-Total   **130,552.25 USD**

Subscription Entitlements

IBM Maximo EAM SaaS Flex
Projected Service Start Date: **23-Feb-2020**
IBM Maximo EAM SaaS Flex Service Level Agreement

Subscription Part#: **D1C72LL**
Billing: **Upfront**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
2	1	1-12	0.00	0.00
Subtotal				**0.00 USD**
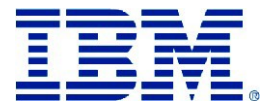
IBM Maximo EAM Transportation Add-On SaaS Flex Service Level Agreement

Subscription Part#: **D1M7ULL**
Billing: **Upfront**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
3	1	1-12	0.00	0.00
Subtotal				**0.00 USD**

IBM Maximo EAM Flex Full Access Development Environment Non Production Add-On SaaS Flex - Instance per Month Instance

Subscription Part#: **D1M9HLL**
Billing: **Annual**
Unit Price: **26,326.80**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
4	2	1-12	52,653.60	52,653.60
Subtotal				**52,653.60 USD**

IBM Maximo EAM SaaS Flex Concurrent User Subscription per Month (Including Ramp Period)

Subscription Part#: **D1UJ0LL**
Overage Part#: **D1UJ1LL**
Billing: **Annual**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
5	10	1-3	27,871.20	6,967.80	278.88
6	15	4-9	41,806.80	20,903.40	278.88
7	20	10-12	55,742.40	13,935.60	278.88
Subtotal				**41,806.80 USD**	

IBM Maximo EAM Transportation Add-on SaaS Flex Concurrent User Subscription per Month (Including Ramp Period)

Subscription Part#: **D1UJRLL**
Overage Part#: **D1UJSLL**
Billing: **Annual**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
8	15	1-3	7,711.20	1,927.80	51.66
9	20	4-9	10,281.60	5,140.80	51.66
10	20	10-12	10,281.60	2,570.40	51.66
Subtotal				**9,639.00 USD**	

IBM Maximo EAM SaaS Flex Express Use Concurrent User Subscription per Month (Including Ramp Period)

Subscription Part#: **D1V1CLL**
Overage Part#: **D1V1DLL**
Billing: **Annual**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
11	40	1-3	21,508.20	5,377.05	49.98
12	50	4-9	26,523.00	13,261.50	49.98
13	50	10-12	31,575.00	7,893.75	49.98
Subtotal				**26,532.30 USD**	

IBM Maximo EAM Scheduler SaaS Flex Concurrent User Subscription per Month (Including Ramp Period)

Subscription Part#: **D1V1ELL**
Overage Part#: **D1V1FLL**
Billing: **Annual**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
14	2	1-3	1,249.92	312.48	62.16
15	1	4-9	624.96	312.48	62.16
16	4	10-12	2,499.84	624.96	62.16
Subtotal				**1,249.92 USD**	

IBM Maximo EAM Additional Non Production SaaS Flex Instance Per Month

Subscription Part#: **D1WV2LL**
Billing: **Annual**
Unit Price: **28,968.00**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
17	2	1-12	57,936.00	57,936.00
Subtotal				**57,936.00 USD**

IBM Maximo EAM Anywhere SaaS Flex
Projected Service Start Date: **23-Feb-2020**
IBM Maximo EAM Anywhere Add On SaaS Flex Service Level Agreement

Subscription Part#: **D1M8ZLL**
Billing: **Upfront**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
18	1	1-12	0.00	0.00
Subtotal				**0.00 USD**

IBM Maximo EAM Anywhere Add-On SaaS Flex Concurrent User Subscription per Month (Including Ramp Period)

Subscription Part#: **D1UHGLL**
Overage Part#: **D1UHHLL**
Billing: **Annual**
Unit Price: **Tiered**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
19	10	1-3	5,443.20	1,360.80	54.60
20	30	4-9	16,057.44	8,028.72	49.14
21	40	10-12	20,956.32	5,239.08	49.14
Subtotal				**14,628.60 USD**	

Subscriptions Sub-Total	**204,446.22 USD**

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	130,552.25	126,535.53	257,087.78
4	0.00	47,646.90	47,646.90
10	0.00	30,263.79	30,263.79
Total in USD	130,552.25	204,446.22	334,998.47

IBM Terms and Conditions

IBM International Passport Advantage Agreement

The quote or order to which this document relates is governed by the terms of your Passport Advantage Agreement and its associated attachment(s).

IBM Terms for IBM Cloud Offerings

The referenced Cloud Services are governed by the terms of your International Passport Advantage Agreement, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents
IBM Terms of Use - General Terms for IBM Cloud Offerings at:
https://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms

Service Description(s) for ordered Cloud Services:
IBM IOT ARCHITECT ONE DAY SERVICE
https://www.ibm.com/software/sla/sladb.nsf/sla/sd-8185-01
IBM MAXIMO EAM SAAS FLEX
https://www.ibm.com/software/sla/sladb.nsf/sla/sd-6391-11

CLIENT ADDENDUM to IBM International Passport Advantage Agreement under this IBM Quotation No. 18587340 (attached)

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated, please refer to the IBM Software as a Service(SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:
Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla
IBM Software Support Web site:https://www.ibm.com/software/support/handbook.html
IBM Customer Number: 9194861

<u>**CLIENT ADDENDUM to IBM International Passport Advantage Agreement under IBM Quotation No. 18587340**</u>

The unnumbered paragraph at the beginning of page 1 is deleted and replaced with the following:

Under this Agreement School Board of Broward County, Florida (Client or Client Originating Company also identified as the Originating Site in the Passport Advantage Enrollment Form) may order Eligible Products (EPs) from IBM. Details regarding EPs are provided in Attachments, and Transaction Documents (TDs) such as Terms of Use, Service Descriptions, quotes, and Proofs of Entitlement (PoEs). This Agreement, Attachments, and applicable TDs are the complete agreement regarding transactions by which Client acquires EPs. Client and the IBM Originating Company that accepts the Client's orders agree to coordinate the administration of this Agreement within their respective Enterprises, which includes the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the Client. The Client is responsible for compliance with the terms for all Client sites assigned a Passport Advantage Site Number (Site(s)) under this Agreement. In the event of conflict between this Agreement and an Addendum, an Addendum prevails over this Agreement and a TD prevails over both the Agreement and the Addendum.

1. **General**
Section 1.1 is deleted and replaced with the following:

1.1 Acceptance of Terms

The Client Originating Company and thereafter each of its participating Enterprise companies accept this
Agreement by submitting an IBM International Passport Advantage Enrollment Form to IBM or Client's
chosen reseller(s). This Agreement is effective on the date IBM accepts the initial order under this Agreement (the Effective
Date) and remains in effect for the duration approved by Client unless terminated earlier by Client or the IBM Originating
Company under this Agreement.

An EP is subject to this Agreement when IBM accepts Client's order by i) sending an invoice or a PoE
including the level of authorized use, ii) making the Program or Cloud Service available, iii) shipping the
Appliance, or iv) providing the support, service, or solution.

The last paragraph of section 1.6 is deleted and replaced with the following:

1.6 General Principles

. . .

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than five years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

The last paragraph of section 1.7 is deleted and replaced with the following:

1.7 Governing Laws and Geographic Scope

. . .

Both parties agree to the application of the laws of the country where the transaction is performed (or for services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If Client or any user exports or imports Content or makes use of any portion of an EP outside the country of Client's business address, IBM will not serve as the exporter or importer. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in this Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.   Notwithstanding any provisions to the contrary in this Agreement, any cause of action arising out of this Agreement or involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the United States District Court for the Southern District of Florida.

The last paragraph of section 1.11 is deleted and replaced with the following:

1.11 Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP)

The initial Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior Term (the Anniversary), the next 12-month Term begins. For each Term after the initial Term, Client's RSVP Level is reset on the Anniversary, based on EPs acquired by all participating Client Sites during the prior Term. The RSVP Level for a new Term will not be lowered by more than one level below Client's RSVP level at the end of the prior Term. RSVP/SVP Level Table:

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,00	2,500	5,000	10,000

The following paragraphs are inserted at the end of section 1.12:

1.12 Compliance Verification, Public Records, and Disclosure of Education Records

. . .

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. IBM shall keep and maintain public records required by Client to perform the services under this Agreement. Upon request from Client's custodian of public records, IBM shall provide Client with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. IBM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if IBM does not transfer the public records to Client. Upon completion of the Agreement, IBM shall transfer, at no cost, to Client all public records in possession of IBM or keep and maintain public records required by Client to perform services required under the Agreement. If IBM transfers all public records to Client upon completion of the Agreement, IBM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IBM keeps and maintains public records upon completion of the Agreement, IBM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with Client's information technology systems.

Although no student education records shall be disclosed pursuant to this Agreement, should IBM come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

Notwithstanding any provision to the contrary within this Agreement, IBM shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222,
Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Client upon request;

(d) safeguard each education record through administrative, physical and technological
safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) utilize the education records solely for the purposes of providing products and services
as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

(f) notify Client promptly upon discovery of a breach of confidentiality of education records by telephone 754-321-0300 (Director, Information Security), and 754-321-1900 (Privacy Officer), and email at ITSecurity@Browardschools.com and privacy@browardschools.com and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.

Client will provide the following employee records to IBM, but not limited to:

1) Personnel identification (ID) number
2) last name
3) first name
4) Client email address
5) position title
6) employment status (Active)
7) department / school name
8) supervisor's personnel identification (ID) number

(a) IBM will utilize employee's records to allow accounts to be set up based on user and user's role so that maintenance work orders may be created, assigned and tracked.

(b) IBM shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

Notwithstanding any provision to the contrary within this Agreement, IBM shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify Client promptly upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Director, Information Security), and 754-321-1900 (Privacy Officer), and email at ITSecurity@Browardschools.com and privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

For any breach of confidentiality resulting from IBM's breach of its obligations herein, IBM agrees to promptly reimburse Client for actual and reasonable costs incurred by Client, including but not limited to the cost of notification of affected individuals, establishing call center(s), credit monitoring and/or identity restoration services, civil or criminal penalties levied against the Client, attorney's fees, and court costs. The foregoing will be considered direct damages, subject to IBM's limitation of liability set forth in this Agreement. Any material breach of the obligations herein may be grounds for immediate termination of this Agreement by the Client.

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

IBM

IBM Quotation
(Updated 2/10/2020)
Quotation Information
Number: **18584484**
Effective Date: **16-Jan-2020**
Expiration Date: **31-Mar-2020**

Customer Information
Attn: **Phillip H Dunn II**
School Board of Broward County
600 SE Third Ave
FORT LAUDERDALE FL 33301-3125
UNITED STATES

Sales Representative
IBM Contact: **LAWRENCE A WHITE**
Phone Number: **1-470-349-9032**
E-mail Address: **whitela@us.ibm.com**

IBM Site Number: **3450188**
IBM Customer Number: **9194861**
IBM Agreement Number: **222547**

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	85,000.00
Total	**85,000.00 USD**

Software as a Service

Subscription Entitlements

IBM Maximo EAM SaaS Flex
Projected Service Start Date: **28-Mar-2020**
IBM Maximo EAM SaaS Flex - Premier Support Add-on Instance per Month

Subscription Part#: **D022PZX**
Billing: **Annual**
Unit Price: **85,000.00**

Committed Term: **12 Months**
Renewal Type: **Terminate at end of current term**

Item	Quantity	Month	Subscription Rate	Item Price
1	1	1-12	85,000.00	85,000.00
Subtotal				**85,000.00 USD**
Subscriptions Sub-Total				**85,000.00 USD**

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Potential Price Adjustment for Other Billing Frequency Options*

This quotation is currently based on Annual billing frequency for the Subscription Entitlements. The following table shows the potential price adjustment of placing the order under alternative billing options:

Billing Options	Subscription Price	Potential Price Adjustment
Monthly in Advance/Quarterly	89,250.00 USD	Increase by 4,250.00 USD
Upfront	85,000.00 USD	Not applicable
Annual	85,000.00 USD	Not applicable

If you would like to place your order using a different billing frequency than Annual, please notify the IBM contact for this quotation so they can provide you with an updated quotation that reflects your desired billing frequency.

*Billing frequency price adjustments are applicable when term criteria are met (minimum 9 months for annual billing and minimum 24 months for upfront billing).

PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	0.00	85,000.00	85,000.00
Total in USD	0.00	85,000.00	85,000.00

IBM

IBM Terms and Conditions

IBM International Passport Advantage Agreement

The quote or order to which this document relates is governed by the terms of your Passport Advantage Agreement and its associated attachment(s).

IBM Terms for IBM Cloud Offerings

The referenced Cloud Services are governed by the terms of your International Passport Advantage Agreement, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents
IBM Terms of Use - General Terms for IBM Cloud Offerings at:
https://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms

Service Description(s) for ordered Cloud Services:
IBM MAXIMO EAM SAAS FLEX
https://www.ibm.com/software/sla/sladb.nsf/sla/sd-6391-11

CLIENT ADDENDUM to IBM International Passport Advantage Agreement under this IBM Quotation No. 18584484 (attached)

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated, please refer to the IBM Software as a Service(SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:
Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage
IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla
IBM Software Support Web site:https://www.ibm.com/software/support/handbook.html
IBM Customer Number: 9194861

<u>CLIENT ADDENDUM to IBM</u> International Passport Advantage Agreement under IBM Quotation No. 18584484

The unnumbered paragraph at the beginning of page 1 is deleted and replaced with the following:

Under this Agreement School Board of Broward County, Florida (Client or Client Originating Company also identified as the Originating Site in the Passport Advantage Enrollment Form) may order Eligible Products (EPs) from IBM. Details regarding EPs are provided in Attachments, and Transaction Documents (TDs) such as Terms of Use, Service Descriptions, quotes, and Proofs of Entitlement (PoEs). This Agreement, Attachments, and applicable TDs are the complete agreement regarding transactions by which Client acquires EPs. Client and the IBM Originating Company that accepts the Client's orders agree to coordinate the administration of this Agreement within their respective Enterprises, which includes the set of legal entities that, by more than 50%, owns, are owned by, or are under common ownership with the Client. The Client is responsible for compliance with the terms for all Client sites assigned a Passport Advantage Site Number (Site(s)) under this Agreement. In the event of conflict between this Agreement and an Addendum, an Addendum prevails over this Agreement and a TD prevails over both the Agreement and the Addendum.

1. **General**

Section 1.1 is deleted and replaced with the following:

1.1 Acceptance of Terms

The Client Originating Company and thereafter each of its participating Enterprise companies accept this
Agreement by submitting an IBM International Passport Advantage Enrollment Form to IBM or Client's
chosen reseller(s). This Agreement is effective on the date IBM accepts the initial order under this Agreement (the Effective
Date) and remains in effect for the duration approved by Client unless terminated earlier by Client or the IBM Originating
Company under this Agreement.

An EP is subject to this Agreement when IBM accepts Client's order by i) sending an invoice or a PoE
including the level of authorized use, ii) making the Program or Cloud Service available, iii) shipping the
Appliance, or iv) providing the support, service, or solution.

The last paragraph of section 1.6 is deleted and replaced with the following:

1.6 General Principles

. . .

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than five years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

The last paragraph of section 1.7 is deleted and replaced with the following:

1.7 Governing Laws and Geographic Scope

. . .

Both parties agree to the application of the laws of the country where the transaction is performed (or for services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If Client or any user exports or imports Content or makes use of any portion of an EP outside the country of Client's business address, IBM will not serve as the exporter or importer. If any provision of this Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in this Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement. Notwithstanding any provisions to the contrary in this Agreement, any cause of action arising out of this Agreement or involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the United States District Court for the Southern District of Florida.

The last paragraph of section 1.11 is deleted and replaced with the following:

1.11 Relationship Suggested Volume Price (RSVP) Level and Suggested Volume Pricing (SVP)

The initial Term commences with Client's first order after enrollment and continues until the last day of the twelfth full month thereafter (i.e., the initial PA term includes 12 full months, plus if the order was not placed on the first day of a month, the remainder of the first month). On the first day of the month following the end of the prior Term (the Anniversary), the next 12-month Term begins. For each Term after the initial Term, Client's RSVP Level is reset on the Anniversary, based on EPs acquired by all participating Client Sites during the prior Term. The RSVP Level for a new Term will not be lowered by more than one level below Client's RSVP level at the end of the prior Term. RSVP/SVP Level Table:

RSVP/SVP Level	BL	D	E	F	G	H
Points	<500	500	1,00	2,500	5,000	10,000

The following paragraphs are inserted at the end of section 1.12:

1.12 Compliance Verification, Public Records, and Disclosure of Education Records

. . .
The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. IBM shall keep and maintain public records required by Client to perform the services under this Agreement. Upon request from Client's custodian of public records, IBM shall provide Client with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. IBM shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if IBM does not transfer the public records to Client. Upon completion of the Agreement, IBM shall transfer, at no cost, to Client all public records in possession of IBM or keep and maintain public records required by Client to perform services required under the Agreement. If IBM transfers all public records to Client upon completion of the Agreement, IBM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If IBM keeps and maintains public records upon completion of the Agreement, IBM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with Client's information technology systems.

Although no student education records shall be disclosed pursuant to this Agreement, should IBM come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family

Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

Notwithstanding any provision to the contrary within this Agreement, IBM shall:

(a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

(b) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Client upon request;

(d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

(e) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

(f) notify Client promptly upon discovery of a breach of confidentiality of education records by telephone 754-321-0300 (Director, Information Security), and 754-321-1900 (Privacy Officer), and email at ITSecurity@Browardschools.com and privacy@browardschools.com and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.

Client will provide the following employee records to IBM, but not limited to:

1) Personnel identification (ID) number
2) last name
3) first name
4) Client email address
5) position title
6) employment status (Active)
7) department / school name
8) supervisor's personnel identification (ID) number

(a) IBM will utilize employee's records to allow accounts to be set up based on user and user's role so that maintenance work orders may be created, assigned and tracked.

(b) IBM shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

Notwithstanding any provision to the contrary within this Agreement, IBM shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement;

(d) protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information;

(e) notify Client promptly upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Director, Information Security), and 754-321-1900 (Privacy Officer), and email at ITSecurity@Browardschools.com and privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

For any breach of confidentiality resulting from IBM's breach of its obligations herein, IBM agrees to promptly reimburse Client for actual and reasonable costs incurred by Client, including but not limited to the cost of notification of affected individuals, establishing call center(s), credit monitoring and/or identity restoration services, civil or criminal penalties levied against the Client, attorney's fees, and court costs. The foregoing will be considered direct damages, subject to IBM's limitation of liability set forth in this Agreement. Any material breach of the obligations herein may be grounds for immediate termination of this Agreement by the Client.