Addendum for Cloud Services

This Addendum for Cloud Services provides supplementary terms to the Client's existing Cloud Services Agreement version 8 or below or Client Relationship Agreement version 7 or below (or equivalent cloud base agreement between the parties) (Base Agreement) that was executed prior to January 1, 2019. These supplementary terms were previously in TDs and moved to Company's base agreements to improve Client acquisition experience.

Any conflicting terms in an Attachment or TD that override terms of the Base Agreement and this Addendum will be identified in the TD or Attachment accepted by the Client and only apply to the specific transaction. Terms are organized in sections which may have a different name from your Base Agreement. Cloud Services and SaaS have the same meaning.

1. Cloud Service

a. Company may offer third party Cloud Services, or a Company Cloud Service may enable access to third party Cloud Services (non-Company services). A TD will identify any applicable third party terms that govern Client's use of non-Company services. Use of non-Company services constitutes Client's agreement with the third party terms. Company is not a party to any third party agreements and is not responsible for non-IBM Cloud Services.

b. Enabling Software is software that Client downloads to Client systems to facilitate use of a Cloud Service and will be identified in a TD. Enabling Software is not part of the Cloud Service and Client may use Enabling Software only in connection with use of the Cloud Service in accordance with any licensing terms specified in a TD. The licensing terms will specify applicable warranties, if any. **Otherwise, Enabling Software is provided as-is, without warranties of any kind.**

c. Client may not use Cloud Services if failure or interruption of the Cloud Services could lead to death, serious 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 a Cloud Service with Client's value add to create a Client branded solution that Client markets to its end user customers unless otherwise agreed by Company in writing.

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

2. Charges, Taxes, and Payment

a. If Company commits to pricing as specified in a TD, Company will not change such pricing during the specified term. If there is not a specified commitment, then Company may change pricing on thirty days' notice.

b. Company will invoice: (i) recurring charges at the beginning of the billing frequency term; (ii) overage and usage charges in arrears; and one-time charges upon Company's acceptance of an order.

3. Term and Termination of a Cloud Service

a. The term begins on the date Company notifies Client that Client can access the Cloud Services. The ordering TD will specify whether the Cloud Services renew automatically, proceed on a continuous use basis, or terminate at the end of the term. For automatic renewal, unless Client provides written notice of non-renewal to Company or the Company Business Partner involved in the Cloud Services 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 Services will continue to be available on a month to month basis until Client provides 30 days written termination notice to Company or the Company Business Partner involved in the Cloud Service. The Cloud Services will remain available until the end of the calendar month after such 30-day period.

4. General

a. At any time and at Company's discretion, Company may change: (i) the Company Cloud Services, including the corresponding published descriptions; and (ii) the DSP and other published data security and privacy documentation for the Company Cloud Services. The intent of any change to the above will be to: (i) make available additional features and functionality; (ii) improve and clarify existing commitments; or (iii) maintain alignment to current adopted operational and security standards or applicable laws. The intent is not to degrade the security or data protection features or functionality of the Company Cloud Services. Changes to the published descriptions, DSP, or published other documents as specified above, will be effective when published or on the specified effective date. Any changes that do not meet conditions specified above will only take effect, and Client accepts, upon: (i) a new order, (ii) the term renewal date for the Cloud Services that automatically renew; or (iii) notification from Company of the change effective date for ongoing services that do not have a specified term.

b. Company is acting as an information technology provider only. Company's directions, suggested usage, or guidance or use of the Cloud Services do 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 Cloud Services.

c. The Company Privacy Statement at https://www.merative.com/content/dam/merative/terms/privacy/Privacy_Statement.pdf provides additional details with respect to BCI and Account Data.