

# **IBM Cloud Services Agreement – Attachment for Startup with IBM**

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The terms of this IBM Cloud Services Agreement – Attachment for Startup with IBM (the “Attachment”) are in addition to the terms of the IBM Cloud Services Agreement, including any applicable Transaction Documents such as Services Descriptions (collectively, the “Agreement”) agreed to between the parties.

BY CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE PARTICIPATING IN THE PROGRAM, YOU AGREE TO THE TERMS OF THIS ATTACHMENT AND THE AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF CLIENT, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CLIENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE "ACCEPT" BUTTON.

## **1. Overview**

This Attachment sets forth the terms for your participation in Startup with IBM (the “Program”), which is more fully described at <https://developer.ibm.com/startups/>. In addition to the terms of this Attachment and the Agreement, each Cloud Service you use is governed by a Service Description that supplements the IBM Cloud Service Agreement. You will be required to accept the Service Description before using each applicable Cloud Service. IBM may modify the terms of this Attachment at any time, without notice. Capitalized terms used but not defined in this Attachment have the meanings set forth in the Agreement.

## **2. Program Goals and Rules**

Eligibility requirements are set forth in the application for the Program. As part of the Program application process, Client may choose to receive US\$1,000 of IBM Cloud credits per month for 12 months, or US\$3,000 of IBM Cloud credits per month for six months. Once accepted into the Program, Client may apply for an upgrade if certain eligibility criteria are met, as described in the upgrade application form. IBM will determine if Client is eligible for an upgrade in IBM's sole discretion. If IBM approves an upgrade, Client may receive US\$10,000 of IBM Cloud credits per month.

By participating in the Program, Client agrees to serve as an IBM reference account and assist in the creation of a case study for publication by IBM (as described in more detail below).

## **3. Cloud Usage Credit**

Each month, Client will be provided with a monthly IBM Cloud usage credit in the amount set forth above.

For those IBM Cloud services that offer separately priced support offerings, part of the Cloud usage credit will be applied to those support offerings. Trial usage or usage within a free tier for a service does not constitute paying for Cloud services.

Cloud usage credits are available on a monthly basis. Cloud usage credits not used in any given month will not carry over to subsequent months. IBM will bill Client for use of a Cloud Service above the level of the available Cloud usage credits in accordance with the standard rates and terms for that Cloud Service.

## **4. Client Obligations**

Client's use of the Cloud Services under this Attachment are for Client's internal use only. If Client wishes to release a public facing application leveraging the Cloud Service, Client must agree to additional terms governing such use.

Client agrees to act as a worldwide reference account for IBM, without any fee, including allowing IBM to use its name, logo, and participation and product details in IBM's marketing materials, web sites, internal and external presentations, and advertising for IBM and the Cloud Services. IBM agrees to comply with Client's reasonable logo usage guidelines for any use of Client's logo. Client agrees to assist IBM in the creation of a case study, if requested by IBM, on Client's use of the Cloud Services offered under the Program. IBM may use and distribute this case study, without any fee.

Participation in this Program is personal to Client. Client may not assign its rights under this Attachment to any other organization or entity without IBM's prior written approval.

## **5. IBM Right to Modify Program**

IBM reserves the right to modify or terminate the Program at any time, without notice. Subject to the preceding sentence, once Client is accepted into the Program, IBM will not reduce the Cloud usage credits available to Client except as provided in the Term and Termination section below.

## **6. Term and Termination**

The Attachment shall remain in effect from Client's the date it is accepted until the expiration of the Cloud usage credits. Unless otherwise approved in writing by IBM, the Cloud usage credits, and Client's participation in the Program, expire twelve (12) months Client accepts the terms of this Attachment (the "Term").

Upon termination or expiration of the Attachment, Client accounts may continue to use the Cloud Services pursuant to such Cloud Services' standard terms and conditions. Under the standard terms and conditions for Cloud Services, Client will be automatically billed monthly for use of any Cloud Services at the then-current rates based on the metrics described in the applicable Service Description.

After the Term, IBM may continue to use Client's name, logo, participation and product details, and any developed case study as permitted under this Attachment, at no charge.

IBM may terminate Client's Cloud usage credits available under this Program for any reason in IBM's discretion, including if (1) any information provided by, or on behalf of, Client to determine Client's eligibility for the Program is untrue, (2) Client breaches the Agreement, or (3) Client fails to fulfill any of its obligations under the Program.