

Startup with IBM Addendum

Last Updated April 25, 2019

1. Program Goals and Rules

The Startup with IBM program (the “Program”) is intended to help start-up businesses around IBM’s key initiatives by providing resources, global reach and in-depth knowledge and experience with the world's largest enterprise customers. More information about the Program is available at <https://developer.ibm.com/startups/>.

You may apply for participation in the Program at the “Builder” level, and, if additional criteria are met, you may also apply for the “Premium” level. Once you are accepted to the Program, you will be referred to as a “participant.”

Participants at the Builder level will be eligible for IBM Cloud credits of \$1,000 per month.

Participants at the Premium level will be eligible for IBM Cloud credits of up to \$10,000 per month.

By participating in the Program, the participant 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).

When you apply to the Program, you agree to accept the terms of the IBM Cloud Service Agreement and the terms of this Startup with IBM Addendum, which we refer to collectively as the “Program Terms and Conditions.” The Program Terms and Conditions govern your participation in the Program and your use of the IBM Cloud services. In addition, each individual IBM Cloud service you use has its own Service Description that supplements the IBM Cloud Service Agreement, which you must accept before using the applicable IBM Cloud service. IBM reserves the right to modify the terms of this Startup with IBM Addendum at any time, without notice.

2. Eligibility

This Program is designed for start-up businesses. To be eligible to participate, an applicant must:

- Have been founded as a business entity (e.g., incorporated as a corporation) within the 5 years immediately preceding the application;
- Have less than US\$ 1,000,000 in revenues during the 12 months immediately preceding the application;
- Not have been a paying customer for any of the covered IBM Cloud services prior to the application; and
- Not have received IBM Cloud credits from another IBM program.

An entity can participate in and receive benefits from the Program, or any of its predecessors (such as IBM Global Entrepreneur), only once. An individual person may participate in and receive benefits from the Program more than once provided the entity for which they are involved with is developing a different solution than previous companies and the ownership of the new entity is different.

3. Acceptance into the Program

Applicants must complete the application process as described on the Program's website. For participation at the Builder level, acceptance or rejection will be based on the submitted information as verified by IBM. For participation at the Premium level, IBM will contact the applicant to discuss additional factors necessary to determine eligibility. Decisions regarding participation in this Program are made by IBM in its sole discretion. IBM may, in the interest of furthering the goals of the Program as a whole, modify or waive eligibility requirements on a case-by-case basis.

4. Cloud Usage Credit

Participants in the Program will be provided with a monthly Cloud usage credit.

For those IBM Cloud services that offer separately priced support offerings, part of the Cloud usage credit will be applied to those support offerings.

Upon acceptance into Program, the participant must identify to IBM the share of the available credit to be allocated to each IBM Cloud service (platform-as-a-service and infrastructure-as-a-service) that the participant wishes to use. Credits may not be allocated to an IBM Cloud service for which participant was paying prior to acceptance into the Program. Trial usage or usage within a free tier for a service does not constitute paying for Cloud services.

Cloud usage credits are available to Program participants on a monthly basis. Excess credits above actual usage in any month will not carry over to subsequent months. Usage of an IBM Cloud service above the level of the available credits will be billed in accordance with the standard rates and terms for that service.

5. Participant Obligations

Participants in the Program are expected to release public facing applications which leverage the services and functionality of the IBM Cloud services included in the Program.

Participant 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 IBM Cloud services. IBM agrees to comply with participant's reasonable logo usage guidelines for any use of participant's logo. Participant commits to assist IBM in the creation of a case study, if requested by IBM, on participant's use of the IBM Cloud services offered under this Program. IBM may use and distribute this case study, without any fee.

Participation in this Program is personal to participant. Participant may not assign its participation in this Program to any other organization or entity without IBM's prior written approval.

6. 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 a participant is accepted into the Program, IBM will not reduce the credit available to that participant except as provided in the Term and Termination section, below.

7. Term and Termination

The Program Terms and Conditions shall remain in effect from a participant's acceptance into the Program until the expiration of the Cloud usage credits. Unless otherwise approved in writing by IBM, the Cloud usage credits, and participant's participation in the Program, expire twelve (12) months after acceptance into the Program.

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

In addition, after termination or cancelation of the Program Terms and Conditions or participant's participation in the Program, IBM may continue to use the participant's name, logo, participant and product details, and any developed case study as permitted under these terms, at no charge.

IBM may terminate a participant's credits available under this Program for any reason in IBM's discretion, including if (1) any information provided by, or on behalf of, participant to determine participant's

eligibility for the Program is untrue, (2) the participant breaches the Program Terms and Conditions or the terms and conditions for any of the individual IBM Cloud services, or (3) participant fails to fulfill any of its obligations under the Program.