

Startup with IBM Addendum

Program Rules

1. Program Goals

The Startup with IBM <https://developer.ibm.com/startups/>

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.

Participants in the Program will be eligible for:

- IBM Cloud credits of \$1,000 per month
- Cloud credits up to 10,000 per month on approved uplift

In exchange, the participant agrees to serve as an IBM reference account and assist in the creation of a case study for publication by IBM (more detail below). By applying for participation in this Program or accepting Program benefits, you agree to these Terms and Conditions.

2. Eligibility

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

- Have been founded (if the applicant is a corporation, must have been incorporated) 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 all of the covered IBM Cloud services prior to the application; and
- If requesting participation at the US\$ 10,000 per month level, must be working with an approved entrepreneurial community partner (ie. VC, Accelerator, or Incubator). Start-ups can contact their community partner to find out more.

A company entity can participate in and receive benefits from the Startup with IBM only once. A person may participate in and receive benefits from the Startup with IBM more than once provided the company for which they are involved with is developing a different solution than previous companies and the ownership of the new company is different.

3. Acceptance into the Program

Applicants must complete the application process as described on the Program's website. For participation at the US\$ 1,000 per month level, acceptance or rejection will be based on the submitted information as verified by IBM. For participation at the US\$ 10,000 per month level, IBM will contact the applicant to discuss additional factors necessary to determine eligibility for the higher credit. 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 Cloud usage credit. Except for the applicability of this credit, participant's usage of the individual IBM Cloud services will be subject to the normal terms and conditions associated with that IBM Cloud service.

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). Note that 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.
- Under the Program, Cloud usage credits are available on a monthly basis. Excess credits above actual usage in any month are lost. Usage of an IBM Cloud service above the level of the available credits will be billed in accordance with the normal terms for that service.

5.Participant Obligations

Participants in the Program are expected to use the included IBM Cloud services and release public facing applications which leverage their services and functionality. Participant authorizes IBM to use it, without additional fee, as a reference account worldwide, including the use of its name, logo, and participation and product details in IBM's marketing materials, web sites, internal and external presentations, and advertising for IBM and its 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 offerings under this Program. IBM may use and distribute this case study, without additional 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. Once a participant is accepted into the Program, IBM will not reduce the credit available to that participant except for participant's breach as provided in the Term and Termination section, below.

7.Term and Termination

These terms and conditions shall remain in effect from a participant's acceptance into the Program until the expiration of the credits, generally one year after the credit start date. Upon termination or expiration of these terms and conditions, participants can continue to use the IBM Cloud services pursuant to the services' normal terms. In addition, IBM can continue to use the participant's name, logo, participant and product details, and any developed case study as permitted under these terms.

IBM may terminate a participant's credits available under this Program 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 terms of use for any of the individual IBM Cloud services, or (3) participant fails to fulfill any of its obligations under the Program.