Addendum for Cloud Services

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.