



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM X-Force Exchange Commercial API

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL:[www.ibm.com/software/sla/slabd.nsf/sla/tou-gen-terms/](http://www.ibm.com/software/sla/slabd.nsf/sla/tou-gen-terms/).

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Client agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable (“Agreement”) and together with the ToU make the complete agreement.

### 1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM X-Force Exchange Commercial API

### 2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

- Item is a unit of measure by which the IBM SaaS can be obtained. An Item is an occurrence of a specific item that is processed by, managed by, or related to the use of the IBM SaaS. Sufficient entitlements must be obtained to cover every Item processed by, managed by, or related to the use of the IBM SaaS during the measurement period specified in Client’s Proof of Entitlement ( PoE) or Transaction Document.

### 3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

#### 3.1 Overage Charges

If Client’s actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

### 4. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the IBM SaaS will automatically renew for the term specified in the PoE.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90-day period.

### 5. Technical Support

During the subscription period and after IBM notifies Client that access to the IBM SaaS is available, technical support is provided via online forums and an online ticketing system or chat session. From within the IBM SaaS, Client can submit a support ticket or open a chat session for assistance. IBM will make available the IBM Software as a Service Support Handbook which provides technical support contact information and other information and processes.

Forum support is monitored regularly by IBM support representatives and developers.

- a. Ask Questions: <https://developer.ibm.com/answers/questions/ask/?topics=xforce-exchange-api>
- b. View Current Posts: <https://developer.ibm.com/answers/topics/xforce-exchange-api/>

For more information about support procedures, please consult the IBM support web portal at: <https://support.ibmcloud.com>.

Severity	Severity Definition	Response Time Objectives During Support Hours
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Refer to IBM Software as a Service Support Handbook
2	Significant business impact: A service feature or function is severely restricted in its use or Client is in jeopardy of missing business deadlines.	Refer to IBM Software as a Service Support Handbook
3	Minor business impact: Indicates the service or functionality is usable and it is not presenting a critical impact on operations.	Refer to IBM Software as a Service Support Handbook
4	Minimal business impact: An inquiry or non-technical request.	Refer to IBM Software as a Service Support Handbook

## 6. IBM SaaS Offering Additional Terms

### 6.1 Cookies

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### 6.2 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

### 6.3 Additional Terms for Content

#### 6.3.1 Definitions

The IBM SaaS involves use of, or access to, IBM Content and Community Content. The following definitions apply:

- a. **Content** – means any information, data, files, text, graphics, software, code, messages, output from search queries, input to search queries, discussion forum content, methods or other materials accessible through the IBM SaaS.
- b. **IBM Content** – means Content made available to Client from IBM through the IBM SaaS, excluding Community Content.
- c. **Community Content** – means Content made available to Client through the IBM SaaS from other IBM SaaS users.

#### 6.3.2 IBM Content

IBM Content is owned by, licensed to, or otherwise made available to IBM. IBM, its licensors or its suppliers retain all right, title, and interest in the IBM Content. IBM Content is copyrighted by IBM, our

licensors or our suppliers under United States or international copyright laws, and is subject to other intellectual property and proprietary rights and laws.

Subject to this ToU and for the subscription term, IBM grants Client a limited, nonexclusive, nontransferable license to access the IBM Content through the IBM SaaS (i) for Client's personal use in support of Client's research and threat investigations, or (ii) for purposes of integrating the IBM Content into Client's products. Client must abide by all copyright notices, information, and restrictions contained in or attached to any of IBM Content, and Client may not remove any text, copyright, or other proprietary notices contained in IBM Content.

If Client incorporates IBM Content into Client's products, Client is responsible for the creation and implementation of an end user agreement which must be contractually binding on an end user and which must: (a) limit liabilities to a reasonable amount; (b) state expressly that third party suppliers disclaim any and all liability for consequential and other indirect damages and implied warranties, including implied warranties of non-infringement, merchantability and fitness for a particular purpose; (c) state that the collective liability of Client and its third party suppliers are subject to the limitation of liability in the end user agreement (d) include a statement that all remedies available to Client's end user for all claims or damages arising out of the end user agreement are solely against Client and not against any third party supplier; (e) not permit the end user to use the Content separately from Client's products or services; and (f) not permit Client's end user to sublicense or otherwise further distribute the Content.

Further, if Client incorporates the IBM Content into Client's products, then in addition to damages for which Client may be liable under applicable law or the terms of the Agreement, Client will defend, indemnify and hold harmless IBM against and with respect to all third party claims arising from: (a) noncompliance with the terms of the preceding paragraph; or (b) representations, statements, claims or warranties regarding the IBM Content not authorized by IBM.

For the avoidance of doubt, Client is not authorized to integrate the IBM SaaS into its products or services.

Except as explicitly set forth above, Client may not copy, modify, reproduce, transmit, sell, offer for sale, rent, lease, license, sublicense, redistribute, or otherwise make available to third parties the IBM Content.

Although IBM Content is based upon information obtained from sources IBM believes to be reliable, IBM provides the IBM Content "as-is," and IBM does not represent, warrant or guarantee the accuracy, correctness, integrity, completeness or timeliness of any part of the IBM Content. Client acknowledges that IBM does not audit or verify the accuracy of the information provided to it by any third party.

### **6.3.3 Community Content**

Client is responsible for Client's interactions with other users of the IBM SaaS, including accessing Community Content. For Content shared in a public collection, Client is granted a non-exclusive, worldwide, paid-up right and license to use, copy, reproduce, modify and/or make derivative works of, and distribute such Content or portions thereof. If Client copies, reproduces, distributes or otherwise makes available Community Content in accordance with the preceding license grant, Client must provide attribution for the Community Content. Client may use Content made available in a group collection for Client's internal, non-commercial use only. Client may be exposed to Community Content that violates IBM policies, this ToU, or is otherwise offensive. Client accesses the Community Content at Client's own risk, and Client acknowledges that Community Content is provided "as-is". IBM does not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of Community Content. Under no circumstances will IBM be liable for Community Content, including but not limited to any errors or omissions in Community Content, or any loss or damage of any kind incurred as a result of the use of Community Content.

Community Content may include the user profile information of other IBM SaaS users. Client may not data mine, copy or otherwise use profile information for any purpose other than to communicate with other IBM SaaS users about threat intelligence information.

Community Content may include links to websites not operated by IBM. IBM is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Client understands that by accessing Community Content Client may be exposed to third-party websites that Client finds offensive, indecent or otherwise objectionable. IBM makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink or otherwise from Community Content.

## Appendix A

### 1. IBM SaaS Description

The IBM X-Force Exchange Commercial API provides programmatic access to IBM X-Force Exchange through a RESTful API that returns information in JavaScript Object Notation (JSON). The IBM SaaS also supports the Structured Threat Information eXpression (STIX) and Trusted Automated eXchange of Indicator Information (TAXII) standards. The IBM SaaS is designed to provide the following key capabilities that help the user:

- Access information on specific security investigations, known as 'Collections', consisting of both unstructured and structured content.
- Access descriptions of the type of incident, such as malware, data breach, or vulnerability, as well as the associated observables that are relevant to that particular incident.
- Obtain up-to-date and comprehensive intelligence across the threat indicators that are most often the starting point for further research, and the context to understand these indicators.
- Integrate Content with Client's products to leverage threat intelligence information.

This IBM SaaS follows IBM's data security and privacy principles for IBM SaaS which are available at <https://www.ibm.com/cloud/resourcecenter/content/80> and any additional terms provided in this section. Any change to IBM's data security and privacy principals will not degrade the security of the IBM SaaS.

### 2. Personal Information and Regulated Content

The IBM SaaS will enable Client to access content in collections containing information which may be considered personal information under applicable privacy laws:

- Names of individuals who report or contribute threat intelligence content
- Contact information (e.g. address, phone and cell numbers, email)
- Employment information (e.g. education, job history, work location)

This IBM SaaS is not designed to any specific security requirements for regulated content, such as personal information or sensitive personal information. Client is responsible to determine if this IBM SaaS meets Client's needs with regard to the type of content Client uses in connection with the IBM SaaS.