Client Relationship Agreement   - Federal Government   IBM

This Client Relationship Agreement (CRA) and applicable Attachments and Transaction Documents (TDs) are the complete agreement regarding transactions under this CRA (together, the "Agreement") under which Client may order Programs, Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products). TDs detail the specifics of transactions such as charges and a description of and information about the Product. Examples of TDs include statements of work, service descriptions, ordering documents, supplements, or invoices. Attachments provide supplemental terms that apply to certain types of Products, such as product capacity or trial services. In the event of conflict, an Attachment prevails over this CRA and a TD prevails over both the CRA and any Attachment and only apply to the specific transaction.

1. Programs

a. A Program is an IBM-branded computer program and related material available for license subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, Client is granted a nonexclusive license to: i) use the Program only up to its authorizations and subject to its LI; ii) make and install copies to support such authorized use; and iii) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available for additional fees or under different terms. Client is not granted unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

b. The license granted for a Program is subject to Client:

   (1) reproducing copyright notices and other markings;

   (2) ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;

   (3) not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and

   (4) not using any of the elements of the Program or related licensed material separately from the Program.

c. The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements and terms as set forth in Attachments and TDs.

d. Acceptance – the Government's acceptance of a Program is the earlier of the second business day after the Programs' standard transit allowance, or receipt of the Program, or when IBM provides the Government authorization to download the product via a Proof of Entitlement. Notwithstanding anything herein to the contrary, the parties agrees as follows: (i) the ordering activity may negotiate an extension regarding the time of acceptance before issuing a delivery order; and (ii) the parties may mutually agree on the acceptance period for overseas orders.

e.

Mainframe Monthly License Charge Programs

The provisions below govern IBM's provision of monthly license charge Programs for mainframe servers (MLC Programs)

a. **Definitions**

Date of Installation – for an MLC Program, the second business day after the Program's standard transit allowance period; for a copy of an MLC Program, the date (specified in a TD) on which IBM authorizes Client to make a copy of the Program; for a chargeable component (also called a feature), the date Client uses the chargeable component or a copy.

Designated Machine –a Machine or non-IBM machine specified in the "Mainframe Exhibits" at:

http://www.ibm.com/systems/z/resources/swprice/reference/exhibits/hardware.html and available upon request.

Program Services -- defect correction information, restrictions, or bypasses that IBM provides for an MLC Program.

. b.. **Charges**

Client incurs the initial charge for an MLC Program upon its Date of Installation. Client agrees to promptly notify IBM of any changes to its environment that impact usage charges and pay any applicable charges; recurring charges will be adjusted accordingly.

a. **MLC Program Warranty**

During the warranty period, which expires when the applicable Program Services are no longer generally available, IBM provides Program Services without charge instead of S&S. An MLC Program is only eligible for warranty if Client obtained its license for the MLC Program while Program Services were available for the MLC Program.

b. **License for MLC Programs**

Client may use the MLC Program only in the country in which the MLC Program's license is acquired.

c. **Authorized Use**

Under each license, IBM authorizes Client to: (a) run or execute the MLC Program only on the Designated Machine specified by Client to IBM under the terms of Section (f -Additional Obligations) below; (b) solely in support of the level of use authorized by IBM, make and install copies of the MLC Program on the following: (i) the Designated Machine, and (ii) on an additional Designated Machine, for backup purposes, and not for productive work (for example, production, development, test, program maintenance, mirroring, etc.); and (c) use any portion of the MLC Program IBM i) provides in source form, or ii) marks restricted (for example, marked "Restricted Mate-rials of IBM") only to (i) resolve problems related to the use of the MLC Program, and (ii) modify the MLC Program so that, while not otherwise violating the terms of this Agreement, it will work together with other products.

d. **Client's Additional Obligations**

For each MLC Program, Client agrees to: (a) provide IBM with the type/model and serial number of the Designated Machine, and provide advance written notice and the effective date of any change from one Designated Machine to another Designated Ma-chine; (b) notify IBM of the Date of Installation of each chargeable component; (c) comply with any additional or different terms in its LPS or another Attachment or Transaction Document; and (d) ensure that anyone who uses it (accessed either locally or re-motely) does so only for Client's authorized use and complies with IBM's terms regarding MLC Programs.

e. **Distributed System License Option**

For eligible MLC Programs, as announced by IBM, Client may make a copy, referred to as a "Distributed System License Option" (DSLO Copy), provided the Client: (a) also maintains a basic license for the MLC Program (Basic License); (b) provides problem documentation and receives Program Services (if any) only through the location of the Basic License; and (c) distributes to, and installs on, the DSLO Copy's Designated Machine, any release, correction, or bypass that IBM provides for the Basic License.

h. Program Services

IBM Provides Program Services for an MLC Program instead of S&S. Program Services are available only (a) for the unmodified portion of the current release of a warranted MLC Program, and (b) for at least one year following the MLC Program's general availability. If IBM can reproduce Client's reported problem in the specified operating environment, IBM will issue Program Services. IBM provides Program Services on an on-going basis until IBM terminates them with at least six months' prior written no-tice.

i. License Termination

Client may terminate the license for an MLC Program at any time, in accordance with the Federal Acquisition Regulations, by providing at least one month's prior written notice to IBM.

j. **Additional Definitions**

The following definitions may be used in other IBM agreements which apply to MLC Programs and solely for the purpose of such other IBM agreements, modify or are in addition to the definitions specified in the Agreement:

IBM Product – a Machine, MLC Program, or Other IBM Program. ICA Program –an MLC Program. Non-IBM Program – a non-IBM program licensed under a third party's license agreement. Other IBM Program – a Program that is not an MLC Program. Product –a Machine, non-IBM machine, Program or non-IBM program.

2.   Services - Cloud Services

See IBM Appendix T – IBM Federal Cloud Services Agreement

3.   Services – Other Services

a. IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

b. Subject to the Contract's Disputes Act, IBM may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will be invoiced for charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and IBM will invoice for adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

c. Acceptance of IBM services occurs when IBM completes the services as defined in the completion criteria stated in the Statement of Work, or for hourly service engagements, upon completion of the service hours identified in the Statement of Work.

4.   Machines and Appliances

a. A Machine is an IBM-branded device including its features, upgrades, and accessories. An Appliance is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

b. When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. Additional charges may apply for IBM installation more than six months after shipment. Client must follow instructions provided to install Client set up Machines.

c. Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

d. Unless otherwise specified in a TD, IBM's prices cover equipment delivery to destination for any location within the United States.

e. Acceptance of Machines and Appliances is the date of delivery to the location designated on the Purchase Order. Notwithstanding anything to the contrary, the parties agree as follows: (i) the ordering activity may negotiate an extension regarding the time of acceptance before issuing a delivery order; and (ii) the parties may mutually agree on the acceptance period for overseas orders.

1.1   Machine Code and Built in Capacity

f. Machines may include Machine Code (MC) and Built in Capacity (BIC). MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which may be subject to additional charges. Client agrees that all copies, fixes or replacements for MC will be obtained solely as authorized by IBM. Client is granted a nonexclusive license to use MC only: i) on the Machine for which IBM provided it; and ii) to access and use BIC only to the extent paid for by Client, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html. BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Client agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides. Client may not alter, reverse assemble, reverse compile, translate or reverse engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. While Client's license to MC is in effect, Client may transfer possession of the entire MC along with all of Client's rights and obligations only with corresponding transfer of the Machine and a hardcopy of this MC license, and only if the transferee agrees to the terms of this MC license. Client's MC license terminates immediately upon transfer. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

5. Content and Data Protection

a. Content consists of all data, software, and information that Client or its authorized users provides, authorizes access to, or inputs to the Cloud Service or information or data Client may provide, make available or grant access to, in connection with IBM providing other Services, such as consulting, maintenance, or Program support. Providing Content or otherwise using Cloud Services will not affect Client's ownership or license rights in such Content. IBM, its affiliates, and contractors of either may access and use the Content solely for the purpose of providing and managing the applicable Cloud Services or other Services. IBM will treat all Content as confidential by not disclosing Content except to IBM employees and contractors and only to the extent necessary to deliver the Cloud Services or perform other Services.

b. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, IBM, its affiliates, and contractors of either to use, provide, store and otherwise process Content in the Cloud Services or other Services. This includes Client providing required information, making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. Client is responsible for adequate back-up of Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by IBM for Cloud Services or other Services, Client will not input, provide. or allow access to such Content unless specifically permitted in the terms of the relevant TD or unless IBM has otherwise first agreed in writing to implement additional security and other measures.

c. IBM's Data Security and Privacy Principles for IBM Cloud Services (DSP), at http://www.ibm.com/cloud/data-security, apply for generally available Cloud Service offerings. Specific security features and functions of a Cloud Service may be provided in an Attachment and TDs. Client is responsible to assess the suitability of each Cloud Service for Client's intended use and Content and to take necessary actions to order, enable, or use available data protection features for a Cloud Service appropriate for the Content being used with a Cloud Service. By using the Cloud Service, Client accepts responsibility for use of the Cloud Services, and acknowledges that it meets Client's requirements and processing instructions to enable compliance with applicable laws.

d. IBM's Data Processing Addendum at www.ibm.com/dpa (DPA) and applicable DPA Exhibit(s) apply to any personal data that the Government requires IBM to process, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679) (GDPR); ii) other data protection laws identified at http://ibm.com/dpa/dpl apply. Please contact your IBM representative for the applicable Data Processing Exhibit.

For Cloud Services, the applicable Data Processing Exhibit(s), known as a "Data Sheet", may be accessed here: http://www-03.ibm.com/software/sla/sladb.nsf/sla/dpa/

For Technical Support Services (TSS) and Software Subscription and Support (S&S), the applicable Data Processing Exhibit may be accessed here: https://www.ibm.com/mysupport/s/article/support-privacy?language=en_US

For other IBM Products Services, including custom IT Professional Services, please contact your IBM representative for the applicable Data Processing Exhibit.

e. Upon request by either party, IBM, Client, affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

f. IBM will return or remove Content from IBM computing resources upon the expiration or cancellation of the Cloud Service, other Services, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering Content in a specific format). IBM does not archive Content, however some Content may remain in backup files until expiration of such files as governed by IBM's backup retention practices.

6. Warranties and Post Warranty Support

a. IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Software Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, Client must provide a funded Delivery Order for the annual S&S renewal at then-current charges. IBM will offer S&S until the S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

b. IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

c. IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Warranty does not apply to Machines that Client did not allow IBM to install as required by the TD. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S. The warranty period for machines that require IBM installation will commence upon the earlier of the calendar day following the completion of the installation by IBM, or 45 days following shipment from IBM. The warranty period for customer set up (CSU) machines will commence upon the earlier of two calendar days after delivery to IBM's end client by IBM's common carrier, or two calendar days after the standard transit allowance period from the last IBM location.

d. If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

e. IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, or failure to comply with instructions provided by IBM. Preview services and non-IBM Products are sold under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

7.   Charges, Taxes, Payment and Verification

a. Client will be invoiced all applicable charges specified for an IBM Product or non-IBM Product, and charges for use in excess of authorizations. The Government will be invoiced for products upon shipment.   IBM shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice receipt date, in accordance with the Prompt Payment Act, to an account specified by IBM.. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

b. If applicable, Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; and iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. Where taxes are based upon the location(s) receiving the benefit of the Cloud Service, Client has an ongoing obligation to notify IBM of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

Client will: i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage; and ii) Client shall order and IBM will invoice for required entitlements (including associated S&S or maintenance) at IBM's then current rates and for other charges and liabilities determined as a result of such verification, as IBM specifies in an invoice. These compliance verification obligations remain in effect during the term of any TD and for two years thereafter.

8. Liability and Indemnity

a. IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) (for the product or service that is the subject of the claim, regardless of the basis of the claim. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to IBM, its affiliates, contractors, and suppliers.

b. b. The following amounts, are not subject to the above cap: (i) third party payments referred to in the paragraph below; (ii) damages for personal injury or death resulting from IBM's negligence; (iii) for fraud by IBM; or (iv) any other damages for which liability cannot be limited by law. If a third party asserts a claim against Client that an IBM Product acquired under the Agreement infringes a patent or copyright, IBM will indemnify the Client against that claim, at IBM's expense and and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly: i) notifies IBM in writing of the claim; ii) and supplies information requested by IBM. The Government shall make every effort to permit IBM to fully participate in the defense and/or settlement of such claim. However, IBM understands such participation will be under the control of the Department of Justice.

c. IBM has no responsibility for claims based on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Content, or any Client materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

9. Governing Laws and Geographic Scope

a. Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

b. Both parties agree to the application of the laws of the US Federal Government apply without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. IBM will not serve as Client's exporter or importer, except as required by data protection laws, for: i) any Content; or ii) use of any portion of the Cloud Service from a country outside Client's business address. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

1. General

a. Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with the Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this CRA. This paragraph does not apply to Content provided in the use of a Cloud Service.

b. IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. IBM is an information technology provider only. Any directions, suggested usage, or guidance provided by the IBM or an IBM Product does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain its own expert advice. Client is responsible for its use of IBM Products and Non-IBM Products. Each party is

responsible for determining the assignment of its and its affiliates personnel and their respective contractors, and for their direction, control, and compensation.

c. IBM maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. IBM and its personnel comply with such policies and require contractors to have similar policies.

d. IBM Business Partners who use or make available IBM Products or non-IBM products are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

e. IBM may offer Non-IBM Products as part of an offering, or an IBM Product may enable access to Non-IBM Product, that may require acceptance of third party terms presented to the Client. Terms are reviewed and accepted by the Client. Linking to or use of Non-IBM Products 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 Products. Access to Non-IBM Cloud Services or other Services may be withdrawn at any time.

f. IBM, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel, and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent. The IBM Privacy Statement at https://www.ibm.com/privacy/us/en/ provides additional details with respect to BCI and Account Data described below.

g. Account Data is information, other than Content and BCI, that Client provides to IBM to enable Client's acquisition or use of IBM Products or Non-IBM Products or that IBM collects using tracking technologies, such as cookies and web beacons, regarding Client's acquisition or use of IBM Products or non-IBM Products. IBM, its affiliates, and contractors of either, may use Account Data, for example, to enable product features, administer use, personalize experience, and otherwise support or improve use of IBM Products and non-IBM Products.

h. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments is not restricted (e.g., Leases).

i. All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

j. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

k. IBM may use personnel and resources in locations worldwide, including third party contractors to support the delivery of IBM Products and Non-IBM Products. As allowable per the Client Contract, IBM may transfer Content, including personally identifiable information, across country borders. A list of countries where Content may be processed is described in the TD or as specified in service support documentation. IBM is responsible for the obligations under the Agreement even if IBM uses a third party contractor and will have appropriate agreements in place to enable IBM to meet its obligations.

l. US Government Enterprise is define as the US Government Agency acquiring IBM products and/or services for the exclusive use by that Agency.