

IBM – End user terms and conditions

1. Definitions

- **BP (Business Partner)** – a business partner of IBM.
- **Embedded Solution** – combination of IBM and/or non-IBM product(s) with BP's solution

2. End user agreement

- a. To the extent provided by law: (i) limit liabilities to a reasonable amount; (ii) state expressly that BP's third party suppliers disclaim any and all liability for consequential and other indirect damages and implied warranties, including the implied warranties of non- infringement, merchantability and fitness for a particular purpose; (iii) state that the collective liabilities of BP and its third party suppliers are subject to the limitation of liability; and (iv) when BP makes the Embedded Solution available to End Users, state that End User is not authorized to use the IBM Product or the Non-IBM Product separately from the Embedded Solution.

3. Warranties

- a. IBM does not warrant (i) that the IBM Products or Embedded Solutions will meet the requirements of BP, Downstream Sellers or End Users; (ii) uninterrupted or error-free operation of an IBM Product; or (iii) that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. The 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, failure to comply with instructions provided by IBM. Non-IBM Products are sold under the Agreement as-is, without warranties of any kind. These warranties are in addition to any rights under, and only limited to the extent permitted by, the Competition and Consumer Act 2010