

Doing Business with IBM

A guide for StrongLoop customers in Asia Pacific



Welcome to IBM!

As you likely know, IBM recently acquired StrongLoop, Inc. Beginning 1 February 2016, StrongLoop, an IBM Company's business will be transferred to IBM.

As a customer of IBM, you will continue to have access to StrongLoop offerings, now under the IBM brand, as well as the extensive IBM portfolio of software solutions and services offerings, while enjoying the high-quality, responsive service you have come to expect from both StrongLoop and IBM.

The following "Doing Business with IBM" guide describes changes to expect and actions needed to maximize the benefits of your relationship with IBM. It will also help to ensure a smooth transition to IBM's business systems and processes. Most of your contacts in sales, service delivery and support will remain the same.

You will be contacted with detailed information regarding any changes to how you obtain StrongLoop products, services and support with ample lead time to allow for planning and implementation.

In the meantime, the IBM team and your IBM StrongLoop representatives are available to answer any questions and assist with your ongoing business needs.

Table of Contents

To skip to a section, click on the page number.

| | |
|--|-------------|
| 1. Important actions for StrongLoop customers | p. 2 |
| 2. Accounts Payable and Purchasing | p. 3 |
| 3. Customer "Administrative" Support OnLine | p. 5 |
| 4. Support | p. 5 |
| 5. License Renewals | p. 6 |
| 6. Education | p. 7 |
| 7. Professional Services | p. 7 |
| 8. Privacy Policy | p. 7 |
| 9. Currency Table | p. 8 |
| Appendix A | p. 8 |

Please watch for a letter from IBM containing important information and key actions including:

- Your IBM Customer Number
- Your Site Number
- Software and services tool and registration

1. Important actions for StrongLoop customers

If you are the original recipient of the notification directing you to this document, then you have been identified as the Primary Contact for your company.

Step 1: Create an IBM Registration ID

Your company's Primary Contact will need to create an IBM Registration ID

Your IBM Registration ID, also known as an IBM ID, is your single point of access to IBM web applications which are used to manage your site contact roles. You need just one IBM ID and one password to access any IBM Registration-based application

Furthermore, your information is centralized so you can update it in a convenient and secure location. You can create or update your IBM ID here: <https://www.ibm.com/account/profile/us?page=reg>

Please note there may be a delay of up to 15 minutes before you will be able to use your new IBM ID.

Step 2: Create an IBM Profile

*Your company's Primary Contact will need to create an IBM Profile**

Once you have created your IBM ID (Step 1), you can create an IBM Profile. With an IBM Profile, you can view, update or add personal contact details, job title or registration settings.

Create or update your IBM Profile here: <https://www.ibm.com/account/profile/us>

*Current IBM customers may use their existing profile.

Need assistance?

For additional information and guidance on setting up your IBM Profile and IBM ID, consult our Help and FAQ page at: <https://www.ibm.com/account/profile/us?page=fqghelp>.

Alternatively, contact the Worldwide IBM Registration Helpdesk at the following link: <https://www.ibm.com/account/profile/us?page=helpdesk>

2. Accounts Payable and Purchasing

Beginning 1 February 2016, StrongLoop accounts payable and purchasing processes will migrate to IBM processes. Please update your Vendor Master records and POs, as necessary, to reflect the new Vendor name and remit-to address. Details on these and other changes to StrongLoop accounts payable and purchasing process can be found below.

Important changes: Please check the following items on your internal vendor records:

Indirect Taxes

IBM's prices do not include any taxes; these include value added tax/goods and services tax or business tax or consumption tax or surcharge. Where applicable the IBM company that does business in your country will charge taxes at the required rate and will include these taxes on the invoice.

Please refer to Appendix A for any information relating specifically to your country.

Invoice delivery

Invoices from IBM will be physically mailed to the Bill To Contact of record. Please visit the Customer "Administrative" Support OnLine website for e-invoicing options. Details on Customer "Administrative" Support OnLine can be found in the following section.

Vendor name

Vendor name will change from StrongLoop to the applicable local/regional IBM operation covering your location (the term "Vendor" below represents the applicable IBM entity).

Vendor remit-to addresses

Vendor remit-to address for cheques, wire transfers and overnight payments will change with your first IBM issued invoice. The new remit-to information will appear at the bottom of your IBM invoice(s).

If your recurring payment is tied to your credit card, your current on file credit card will continue to be charged.

Important note: Invoices issued from StrongLoop prior to your first IBM invoice should still be made payable to StrongLoop, an IBM Company and remitted per the instructions on the invoice.

Vendor standard payment terms

In most countries, Vendor standard payment terms of "due upon receipt" may be applicable. You can find this information on either your invoice or quote.

| | |
|--|--|
| Currency | <p>In some countries, the currencies used by StrongLoop are different than those used by IBM, thus you may be transacting in a different currency with IBM. Refer to the currency table at the end of this document.</p> |
| Languages | <p>In some countries, the correspondence you will receive from IBM may be in the local language.</p> <p>* Language preferences can be set in your IBM Profile</p> |
| Customer numbers | <p>Effective 1 February 2016, StrongLoop customers will have an assigned IBM Customer Number (ICN). In a few weeks, you will receive your ICN in a welcome letter from IBM. Please note that your ICN will be referenced in all order-related communications.</p> |
| Purchase documentation | <p>Correspondence related to new purchases will be sent to the contact(s) listed in the IBM Profile associated with your ICN unless specified otherwise in your order.</p> |
| Part numbers and product descriptions | <p>New IBM part numbers and product and services descriptions for the IBM StrongLoop portfolio will replace the existing StrongLoop product and services descriptions. These new part numbers and product and services descriptions will appear on quotes and invoices you receive from IBM.</p> |
| Document formats | <p>The format of documents (invoices, quotes, services statements of work, etc.) you receive will change after 1 February 2016 and they will be issued from the local/regional IBM entity covering your location.</p> |
| PO requirements | <p>If your company requires a purchase order (PO) to facilitate payment for any goods or services, IBM may require a new PO. Customers with future billing requirements for active contracts may be contacted by IBM to submit a new PO.</p> |
| New contracting process | <p>IBM offerings are governed by agreements which can be found here http://www-05.ibm.com/support/operations/us/en/documents.html</p> <p>*Your legacy StrongLoop contract continues to apply to your existing licenses until such time as you move to the IBM license agreement</p> |

3. Customer "Administrative" Support OnLine

For any IBM issued invoice or payment questions, please contact Customer Support On-Line for Asia Pacific at: <http://www-05.ibm.com/support/operations/www/selectcountrylang.html>

This site contains access to self-service online tools and provides the ability to email, call or chat directly with the IBM Customer Support On-Line team.

Invoices On-Line for IBM

Invoices On-Line for IBM lets you see your invoices with your Internet browser, so you can eliminate paper if you choose, and take advantage of functions that allow you to view, print, route, download invoice information to a spreadsheet and create reports for your account. If you have a problem with your invoice or a question, you can create an electronic invoice inquiry while viewing your invoice at the same time. No longer do you have to pick up the phone and call someone for assistance. At login, you will be able to specify a customer number, invoice number (and optionally, a date range) to bring up a list of invoices that are associated with your account and select one to view. When we have issued a new invoice you will receive an email notification, so you can login to Invoices On-Line and see it immediately.

4. Support

Customer support for the StrongLoop products will continue as is until further notice, meaning the entry points and tools used to obtain support will not change.

Support and Product Services

Support is provided per your existing StrongLoop contract. All existing StrongLoop electronic, phone and email support access will remain the same based upon your contract, along with access to the StrongLoop [website](#).

Support Tickets

StrongLoop customers will continue to use the same process concerning logging and tracking support issues. Where applicable, IBM's world-class customer support team may assist.

Software Downloads

The existing IBM StrongLoop products are now also available through IBM, and active customers may download the software if needed from the IBM FCT download site here: <https://www-112.ibm.com/software/howtobuy/softwareandservices/softwareandserviceofferings>.

To access the IBM FCT download site, sign in using your IBM ID and password. Please refer to the “Important actions for StrongLoop customers” section of this document for information and instructions regarding your IBM ID.

Over time as any changes occur, information will be communicated to clients and partners with ample lead time to allow for planning and a smooth transition.

5. License Renewals

The process for renewing StrongLoop licenses will be integrated into IBM processes in a phased approach.

Renewal dates and actions

License expires before 1 February 2016

The StrongLoop license renewal process will remain unchanged until 1 February 2016, utilizing StrongLoop business processes and offerings. If your StrongLoop contract expires before 1 February 2016, you should have received a notice from StrongLoop and should proceed with confirming your new licenses by the current renewal date.

License expires on or after 1 February 2016

StrongLoop customers who already have StrongLoop licenses will be able to buy additional 12 month term licenses from IBM until they are withdrawn from marketing. All customers will be presented with an IBM agreement when they wish to purchase additional term licenses.

6. Education

After 1 February 2016, StrongLoop Education offerings supported by StrongLoop Learning Services will continue to be available and accessed as they are today.

Work will continue after 1 February 2016 to integrate training into IBM's broader infrastructure. Prior to any changes being made, however, clients and partners will receive a notification with specific dates and details outlining any changes.

7. Professional Services

IBM will now provide StrongLoop Professional Services that may include API Architecture and strategy, enablement on development and operations, implementation, and consulting.

Changes in Professional Services as of 1 February 2016

IBM will assume any ongoing StrongLoop Professional Services engagements and statements of work (SOW) and will perform as originally contracted. Certain customers may receive more than one invoice for their StrongLoop offering where they previously received a single invoice, i.e., Professional Services on one invoice and License Renewals on a different invoice.

All new services specific orders will be contracted using standard IBM services agreements, rate structure and SOWs.

8. Privacy Policy

As part of the acquisition, personal information may be transferred from StrongLoop to IBM. IBM's privacy policy may be viewed online at <http://www.ibm.com/privacy>.

9. Currency Table

The table details the currency that IBM or its Business Partners do business in for various countries in Asia Pacific.

| Currency | Country |
|---------------|--|
| AUD | Australia, Cocos Islands, Christmas Island, Norfolk Island, Papua New Guinea, Solomon Islands, Western Samoa |
| NZD | New Zealand, Cook Islands, Fiji, |
| KRW | Korea |
| CNY | China |
| INR | India |
| USD or SGD | Singapore |
| USD | Brunei, Cambodia, Hong Kong, Indonesia, , Sri Lanka, , Macao, Maldives, Malaysia, Philippines, Taiwan, Thailand, Vietnam |

* Note: Services and other offerings covered by Statements of Work are usually provided in local currency.

Appendix A

Australia

All prices or other sums payable or consideration to be provided under or in accordance with your agreement/s are exclusive of goods and services tax ("GST") or similar/like taxes imposed in Australia. If GST is imposed on any supply made under or in accordance with your agreement/s, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required to be made.

India:

In order to comply with India tax requirements, the following will apply:

Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this agreement, a duty, tax, levy or fee, excluding those based on IBM's net income, then the customer agrees to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If the customer supplies exemption documentation, acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, customer shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

Customer is responsible for any personal property taxes for each product from the date IBM ships it to customer. Additional taxes and tax related charges may apply if IBM personnel are required to perform services outside their normal tax jurisdiction. As practical IBM will work to mitigate such additional tax and tax related charges and will inform customer in advance if these additional charges apply and are payable by the customer.

The customer shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, the customer shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of the customer not mentioning the correct PAN of IBM, the customer shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by the customer, the customer shall compensate IBM to the extent to which credit is not provided to IBM."