



## Service Description

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### Participation Confirmation for IBM Virtual Private Cloud Beta

The terms of this Participation Confirmation apply to your use of the IBM Cloud next generation portal, user experience, and cloud services deployed on the next generation environment (IaaS G2 VPC) as Beta Services. The terms of your IBM Cloud Service Agreement (or equivalent Cloud Service terms between us), the Service Description for IBM Cloud, including term regarding Beta Services, and other applicable TDs and this Participation Confirmation are the complete Agreement governing Client's use of these Beta Services.

There is no charge to participate in the Beta Services itself however, Client agrees to pay all charges associated with Client's use of any service deployed in IaaS G1 (current platform) or any IaaS G2 service if a charge is specified, that Client orders from a IBM Cloud Console per the terms of the Agreement.

Client agrees to receive and participate in surveys for the purpose of gathering feedback from the Client.

Client agree that the Beta Services, including Client's access to, use of, experience with, and any feedback Client provides are considered IBM confidential information. The terms of an existing signed confidentiality agreement between the parties applies.

If there is not an existing confidentiality agreement between us, Client will i) use the IBM confidential information only for the purpose for which it was disclosed and ii) use reasonable care to avoid disclosure of the confidential information other than to its employees, subcontractors, or financial or legal advisors, and then only to those who have a need to know. Before any such disclosure, Client will have a written agreement with the party being disclosed that provides substantially the same protection for the IBM confidential information as do these terms.

If compelled by law or court order, Client may disclose IBM confidential information, however only to the extent so required and only after first providing IBM reasonable notice of such compulsion as allowed by law in order to allow IBM time to obtain a protective order. Client may disclose, disseminate, and use any confidential information that is subsequently made publicly available by IBM, such as in a general release of the Gen2 Cloud Services.

Confidential information not disclosed publicly by IBM will be subject to these terms for two years after the end of the Beta period.