



Services Description

IBM z Operational Insights Open Beta Cloud Service

IBM will provide the IBM z Operational Insights Open Beta Cloud Service (the “Beta Cloud Service”) to Client under the terms of this Service Description and the IBM Cloud Service Agreement. This Service Description prevails in the event of conflicts with the Cloud Service Agreement. Client means and includes the company, its authorized users and/or recipients of the Beta Cloud Service.

1. Cloud Service

The Beta Cloud Service is a Cloud Service IBM is developing and testing. Client is authorized to use the Beta Cloud Service during the Term specified below for the purpose of evaluating its functionality and to provide feedback to IBM or the third party service provider. IBM may provide additional supporting details and information that apply to Client’s access and use of a Beta Cloud Service.

2. Confidentiality and Data Protection

The Beta Cloud Service may not be at a level of performance or compatibility of generally available services IBM markets and is not fully tested, including any data protection and security features. The Beta Cloud Service is not designed for use in a production environment or for commercial purposes and any such use is at Client’s own risk. IBM does not guarantee it will make the Beta Cloud Service or any similar services available, or if made available, it will be similar to the Beta Cloud Service. If a generally available service is offered, IBM is under no obligation to offer migration capabilities or services, however upon mutual agreement IBM may transfer Client’s content to any such generally available service. Content will otherwise be destroyed following the expiry or cancellation of the Beta Cloud Service.

Beta Cloud Services are not designed to comply with any specific governmental regulation or specific security measures. Client agrees not to input content that may be subject to any such regulations or required additional security measures.

3. Charges

Generally there are no charges for use of a Beta Cloud Service during the beta period, unless specified by IBM or a third party service provider. If any authority imposes a custom, duty, tax (including withholding tax), levy or fee for the import or export, transfer, access or use of a Beta Cloud Service or third party service, then Client is responsible to pay any such amount imposed.

4. Term

Client may use the Beta Cloud Service for the beta period IBM specified or until IBM withdraws or terminates the Beta Cloud Service.

Client may terminate use of the Beta Cloud Service at any time by notifying IBM. Client is responsible to remove any proprietary content Client wishes to retain prior to expiration or termination of a Beta Cloud Service

IBM may at any time suspend, revoke, limit or refuse participation in or use of a Beta Cloud Service.

5. Changes

IBM may in its reasonable discretion, change the terms applicable to a Beta Cloud Service, modify the computing environment, or withdraw features of a Beta Cloud Service, in whole or in part by providing notice. Continued use is Client’s acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

6. Liability and Indemnity

If there are no charges, IBM’s entire liability for all claims in the aggregate arising from Client’s use of a Beta Cloud Service acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000.00 (or equivalent in local currency).

7. Warranties and Disclaimers

A Beta Cloud Service and any resulting report is provided without warranties of any kind.

8. Enabling Software

If a Beta Cloud Service includes enabling software, Client may use the enabling software only in association with Client's use of the Beta Cloud Service for the specified Term in accordance with the terms set forth in this Service Description. To the extent that the enabling software contains sample code, Client may have the additional right to make derivative works of the sample code and use for the Beta Cloud Service.

9. Use of Content, Reports, and Derived Client Data

Content the Client uploads to the Beta Cloud Service is intended to be system operational data and the Beta Cloud Service is not intended for the storage or receipt of any personally identifiable information ("PII"), and Client therefore agrees not to include any PII in the content Client provides, uploads, or transfers to the Beta Cloud Service.

Client agrees International Business Machines Corporation or its subsidiaries ("IBM") may use any content Client provides or has already provided in the use of the Beta Cloud Service, to create operational insight reports. Client understands and agrees that IBM may use the content and reports to: 1) resolve problems related to the use of the Beta Cloud Service; 2) improve the Beta Cloud Service and related IBM offerings; and 3) create anonymized derived trends and usage data using Client's content and content provided by other clients of the Beta Cloud Service. IBM may from time to time make available and update such anonymized derived trends and usage data as part of any operational insight report.

IBM may occasionally contact Client to discuss the analysis of such reports and derived data in the furtherance of IBM's business relationship with Client. Any additional services provided by IBM as a result of any analysis will be provided under separate agreement. IBM is free to use any feedback Client provides to IBM.

Client may provide a written request to IBM at any time to withdraw from and terminate use of the Beta Cloud Service. IBM may however continue to make use of any anonymized derived trends and usage data created from previously uploaded Client content for the Beta Cloud Service and any related IBM offerings.

10. Additional Information

IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with the IBM Software Products and Software-as-a-Service Privacy Statement, available at <http://www.ibm.com/software/info/product-privacy/index.html>. Where required by applicable law Client has notified the users and obtained their consent to do all of the above.