IBM Cloud Services Agreement

IBM Cloud Service Description: IBM dashDB

Except as noted below, the terms of the IBM Bluemix Service Description or Terms of Use, as applicable, apply.

The following is the Service Description for the Cloud Service:

1. Cloud Service Description
   IBM dashDB is a managed service which assists in the development of online analytical application processing. The service includes a database that stores user data in a structured format. This database can be accessed and modeled according to the user’s requirements through the service’s console. The service’s console allows users to create tables, load data into the tables and query the data loaded by the user. Tools and environments to help develop, store and share analytical reports are included with the service. The service includes samples and documentation to help create the online analytical applications.

2. Entitlement and Billing Information
   2.1 Charge Metrics
   The Cloud Service is offered in accordance with the following charge metric:
   Instance - An instance is access to a specific configuration of the Cloud Service. You will be charged for each instance of the Cloud Service that is deployed during the billing period.

2.2 Partial Monthly Charges
   Each Instance is billed on a monthly basis. Partial month deployment/usage will be pro-rated.

3. Safe Harbor Framework
   The Cloud Service does not comply with the US-EU and US-Swiss Safe Harbor Frameworks.

4. Beta Service Terms and Conditions
   If a Cloud Service you are using is designated “beta” or “early release” (a “Beta Service”), the following terms apply to the Beta Service in addition to the Beta Service terms of the IBM Bluemix Service Description:

   4.1 Confidentiality.
   You agree to treat the following as “IBM Confidential Information” regardless of whether they contain restrictive markings indicating the confidential nature thereof or have been identified as IBM Confidential Information prior to disclosure: (a) the Beta Service, (b) any information provided to you by IBM with regard to the Beta Service including, but not limited to, Beta Service-related materials such as specifications, plans, trends, strategies, benchmarks, performance characteristics, comparisons and other assessments of the Beta Service, (c) any information related to your access to the Beta Service including, but not limited to, passwords or other access codes, and (d) all data, feedback, suggestions and/or written materials that you provide to IBM related to the Beta Service. You are authorized to use the IBM Confidential Information for the purpose for which it was disclosed or otherwise for the benefit of IBM. Notwithstanding any other terms of this Agreement, you agree not to communicate, publish, disseminate or otherwise discuss with or disclose to any third party the IBM Confidential Information (including but not limited to articles, papers or other written materials pertaining to the IBM Confidential Information) prior to IBM making such IBM Confidential Information publicly available without a non-disclosure obligation.
   You agree to use the same care and discretion to avoid disclosure of the IBM Confidential Information as you use with your own similar information that you do not wish to disclose, but in no event will such degree of care be less than reasonable care. Your obligations with respect to the IBM Confidential Information will continue for a period of two years from your receipt of the IBM Confidential Information. You agree not to disclose to IBM any information that is considered confidential or proprietary to you or any third party except under a signed, separate, written confidentiality agreement. Notwithstanding the existence of any confidentiality or other agreement you may have with IBM pertaining to confidential information, the preceding paragraphs will govern the treatment of the IBM Confidential Information.