IBM z Systems Trial Program: Cloud Service for Program Evaluation

BY ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE CLOUD SERVICE, CLIENT AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF THE CLIENT, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THE CLIENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE CLOUD SERVICE.

This Service Description is governed by the IBM Cloud Services Agreement for Client's country (available at http://ibm.com/terms) which together with the Service Description makes the complete agreement.

1. Cloud Service Description

IBM makes the Cloud Service available for a limited period to allow Client to evaluate the functionality and technology of certain IBM on-premise software programs (Programs), specified in the applicable Transaction Document. Client is authorized to use the Cloud Service during the Evaluation Period specified in the Transaction Document for the purpose of evaluating the Programs' functionality and technology. Some of the Programs' capabilities may not be available in the Cloud Service; therefore use in a production environment or for commercial purposes is not recommended or supported. Any such use is solely at Client's own risk. If Client wishes to use the generally available Programs upon expiration of the evaluation, Client may submit an order for the Program(s).

2. Confidentiality and Data Protection

IBM uses our security standards, processes, and tools to protect Client's content, ranging from system architecture to monitoring, detection, and prevention of unauthorized access. IBM regularly audits our services against these processes. We have a world-wide security incident handling process monitored 24/7/365 by trained personnel. We provide security education and annually require IBM employees to certify that they will comply with established Business Conduct Guidelines. IBM will provide Client notice of any unauthorized third party access to Client's content of which we become aware. The Cloud Service is available for Program evaluation. It may have certain features disabled and is 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

There are no charges for use of the Cloud Service during the Evaluation Period. 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 Cloud Service or third party service, then Client is responsible to pay any such amount imposed.

4. Changes

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

5. Term

Client may use the Cloud Service for the Evaluation Period IBM specifies in the Transaction Document or until IBM withdraws or terminates it.

Client may cancel use of the Cloud Service at any time by notifying IBM. Client is responsible to remove any of Client's proprietary content Client wish to retain prior to any such expiration or termination.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the Cloud Service. Content will be destroyed upon the expiration or cancellation of the Cloud Service.

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 the 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**  
The Cloud Service is provided without warranties of any kind.

8. **Restricted Use of Enabling Programs**  
The Cloud Service includes enabling programs, specified in a Transaction Document, that are only for use in the evaluation of the specified Programs during the term of the Cloud Service.