

IBM Cognos Analytics on Cloud Trial

1. IBM Cognos Analytics on Cloud Trial Description

The IBM Cognos Analytics on Cloud Trial is a Cloud Service IBM makes available for a limited period to enable Client to evaluate its functionality and technology. Client is authorized to use the IBM Cognos Analytics on Cloud Trial during a specified trial period for the purpose of evaluating its functionality and technology. The IBM Cognos Analytics on Cloud Trial may only provide a limited set of features and function; 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. The generally available IBM Cognos Analytics on Cloud service may be ordered at any time. Client may only participate in a trial for a Cloud Service one time. If Client wishes to continue with IBM Cognos Analytics on Cloud upon expiration of the trial period, Client will need to submit an order for the generally available IBM Cognos Analytics on Cloud offering. IBM is under no obligation to offer migration capabilities or services.

2. Content and Data Protection

The Data Processing and Protection Data Sheet (Data Sheet) provides information specific to the Cloud Service regarding the type of Content enabled to be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. Any details or clarifications and terms, including Client responsibilities, around use of the Cloud Service and data protection features, if any, are set forth in this section. There may be more than one Data Sheet applicable to Client's use of the Cloud Service based upon options selected by Client. Client acknowledges that i) IBM may modify the Data Sheet from time to time at IBM's sole discretion and ii) such modifications will supersede prior versions. The intent of any modification to the Data Sheet will be to i) improve or clarify existing commitments, ii) maintain alignment to current adopted standards and applicable laws, or iii) provide additional commitments. No modification to the Data Sheet will materially degrade the security of a Cloud Service. The Data Sheet may only be available in English and not available in local language. Despite any practices of local law or custom, the parties agree that they understand English and it is an appropriate language regarding acquisition and use of the Cloud Services. The following Data Sheet(s) apply to the Cloud Service and its available options.

Link(s) to the applicable Data Sheet(s):

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=E7BC3AD0240411E58BCB3FD1A5DC388F>

Client is responsible to take necessary actions to order, enable, or use available data protection features for a Cloud Service and accepts responsibility for use of the Cloud Services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) applies and is referenced in as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content. The applicable Data Sheet for this Cloud Service will serve as the DPA Exhibit.

3. Charges

Generally, there are no charges for use of the IBM Cognos Analytics on Cloud Trial, 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 Trial 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 IBM Cognos Analytics on Cloud Trial, modify the computing environment, or withdraw features of the IBM Cognos Analytics on Cloud Trial, in whole or in part by providing notice. Continued use of a IBM Cognos Analytics on Cloud Trial for the remainder of the trial period is Client's acceptance of any such change. If Client does not accept a change, Client is responsible to discontinue use upon such notice.

5. **Term**

Client may use the IBM Cognos Analytics on Cloud Trial for up to 90 days, subject to the following use limitations:

- Single user environment
- Access to sample data and analytic content
- Ability to upload, model, report, and explore .xls, .xlsx, or .csv files
- Total uploads, after compression, not to exceed 1 GB
- No access to any Cognos Analytics administrative capabilities, including the ability to create data source connections.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the IBM Cognos Analytics on Cloud Trial. Content will be destroyed upon the expiration of the IBM Cognos Analytics on Cloud Trial, or after 28 days of inactivity in Client's account.

Client is responsible to remove any of Client proprietary content Client wish to retain prior to any such expiration or termination.

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 IBM Cognos Analytics on Cloud Trial 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 IBM Cognos Analytics on Cloud Trial is provided without warranties of any kind.