

## Service Description

---

### IBM Business Process Manager on Cloud Trial

This Service Description (SD) describes the Cloud Service IBM provides to Client. Client means the contracting party and its authorized users and recipients of the Cloud Service. The SD is in addition to the IBM Cloud Services Agreement (CSA) and together is the complete agreement regarding access to the trial Cloud Service. The applicable local country CSA can be found at <http://www.ibm.com/terms>.

#### 1. IBM Business Process Manager on Cloud Trial Description

The IBM Business Process Manager 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 Business Process Manager on Cloud Trial during a specified trial period for the purpose of evaluating its functionality and technology. The IBM Business Process Manager on Cloud Trial may only provide a limited set of features and function and may be provided as a shared environment or a dedicated environment. A shared environment may include one or more Clients. A dedicated environment includes a single Client. It is not recommended the Client store any proprietary code or data within the shared Trial environment, this includes but is not limited to Personal Information, Sensitive Personal Information, and Protected Health Information in any form. The Trial is not supported for commercial or production purposes. Any such use is solely at Client's own risk. The generally available IBM Business Process Manager 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 Business Process Manager on Cloud upon expiration of the trial period, Client will need to submit an order for the generally available IBM Business Process Manager 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=1413347452462>

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 Business Process Manager 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 Business Process Manager on Cloud Trial, modify the computing environment, or withdraw features of the IBM Business Process Manager on Cloud Trial, in whole or in part by providing notice. Continued use of an IBM Business Process Manager 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 Business Process Manager on Cloud Trial for up to 30 days, subject to the following use limitations:

- Shared environment
  - BPM environment with Process Center and Process Server
  - No BPM Advanced or Administrative capabilities
  - No VPN or Single Sign-On capabilities
- Dedicated environment
  - BPM environment with Process Center and Process Server

IBM may at any time suspend, revoke, limit or refuse participation in or use of the IBM Business Process Manager on Cloud Trial. Content will be destroyed within 30 days of the expiration of the IBM Business Process Manager on Cloud Trial.

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 Business Process Manager 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 Business Process Manager on Cloud Trial is provided without warranties of any kind.