

## Service Description

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### IBM Digital Learning Education Subscription

Upon acceptance of Client's order, this Service Description applies to the Acceleration Services to support your Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

#### 1. Acceleration Service

##### 1.1 Services

The Client may select from the following available services.

##### 1.1.1 IBM Cloud Digital Learning

This service provides access to cloud training material/content hosted on IBM's Digital Learning Platform, in the form of:

- Self-Paced Virtual Classes (SPVC)
- Web Based Training (WBT)

Each Subscription is limited to a single named Authorized User. Subscriptions may not be shared among multiple individuals.

##### Digital Learning training materials

Web Based Training (WBT) Classes include:

- Unlimited access to view all course material in the catalogue during the subscription period for the entitled Authorized User.
- Self-Paced Virtual Classes (SPVC) include the above plus
  - Hands-on demos and exercises using IBM software
  - Access to a hosted lab environment over a 30-day period to allow ample time to complete the class. Please note: the 30-day period starts when the Authorized User launches the lab within the course. Once the 30-day period is over, you will be unable to access that lab environment.
  - Limited access to SPVC Hosted Labs environments: 6 per subscription period

Additional Information:

- Each course is accessible 24 hours a day, 7 days a week.
- There is no instructor/mentoring as part of the Digital Learning Subscription.

##### Client Responsibilities

Client will:

- a. serve as the interface with IBM;
- b. obtain and provide applicable information, data, consents, decisions and approvals as required by IBM to perform the Services, within two business days of IBM's request;
- c. help resolve services issues and escalate issues within Client organization; and
- d. ensure student devices meet the minimum requirements for the course(s).

#### 2. Data Processing and Protection Data Sheets

No applicable Data Sheet for this Service Description.

##### Personal Data Processing

- a. This Service is not intended for the processing of Personal Data subject to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). Therefore, Client is obligated to ensure, under its own responsibility, that no Personal Data are or will be processed by IBM as a Processor on behalf of the Client as part of the Service provision falling inside the scope of the GDPR
- b. Client shall communicate to IBM in writing, without undue delay, any anticipated change affecting Client's obligation set out in the previous Section and shall instruct IBM on GDPR-applicable

requirements. In such case, the parties then shall agree to enter into IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and an applicable DPA Exhibit consistent with the law.

### **3. Service Levels and Technical Support**

No Service Level Agreement is available for this Service Description.

IBM will provide an email address for Self-Paced Virtual Classes (SPVC) for Clients who have difficulty completing the labs.

### **4. Entitlement and Billing Information**

#### **4.1 Charge Metrics**

The Acceleration Service is available under the charge metric specified in the Transaction Document:

- Authorized User is a unique user authorized to access to the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.

### **5. Additional Terms**

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

#### **5.1 Restrictions**

Client agrees:

- not to copy course content, examples, exercises, or any other material within the Digital Learning Platform without IBM's express written consent;
- not to use recording equipment in the Digital Learning Platform; and
- not to use IBM trademarks, trade names, or other designations in any promotion or publication without IBM's prior written consent.