



Service Description

IBM Automatic Binary Optimizer for z/OS Trial Cloud Service

BY ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE IBM AUTOMATIC BINARY OPTIMIZER FOR Z/OS TRIAL CLOUD SERVICE, YOU AGREE 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 TRIAL CLOUD SERVICE.

This Service Description applies to the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service. This Service Description and any associated order documents, as applicable, are Transaction Documents (TD) governed by the Cloud Services Agreement applicable for Client's country of business (available at <http://ibm.com/terms>) and are the complete Agreement governing use of the Trial Cloud Service.

1. Cloud Service

1.1 Offerings

The Client may select from the following available offerings.

1.1.1 IBM Automatic Binary Optimizer for z/OS Trial Cloud Service

IBM Automatic Binary Optimizer for z/OS Trial Cloud Service is a service that allows Client to evaluate the on premises IBM Automatic Binary Optimizer for z/OS product without having to install the IBM Automatic Binary Optimizer for z/OS product on Client's IBM Z server.

Client is authorized to use the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service during the specified trial period for the purpose of evaluating its functionality and technology. The optimized binaries produced by the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service are not allowed to be used in a production environment or for commercial purposes. The generally available on premises IBM Automatic Binary Optimizer for z/OS product may be ordered at any time. Client may only participate in the trial for IBM Automatic Binary Optimizer for z/OS Trial Cloud Service one time. If Client wishes to continue with the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service upon expiration of the trial period, Client will need to submit an order for the generally available on premises IBM Automatic Binary Optimizer for z/OS product.

2. Data Processing and Protection Data Sheets

The IBM Automatic Binary Optimizer for z/OS Trial Cloud Service available on a trial basis may have certain features disabled and are not designed to comply with any specific governmental regulation or specific security measures. Client agrees that no Client Content that includes personal data will be provided to IBM under this TD, including such that may be subject to European General Protection Regulations (GDPR) requirements. In the event of a change, Client will notify IBM in writing and IBM and Client will agree on an applicable Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) to provide additional data protection information for the Trial Cloud Service and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://www.ibm.com/dpa/dpl> apply.

3. Service Levels and Technical Support

3.1 Service Level Agreement

Service Level Agreements are not applicable for IBM Automatic Binary Optimizer for z/OS Trial Cloud Service.

3.2 Technical Support

Technical support is not applicable for IBM Automatic Binary Optimizer for z/OS Trial Cloud Service.

4. Charges

Generally, there are no charges for use of the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service, 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 the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service or third-party service, then Client is responsible to pay any such amount imposed.

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 Term

Client may use the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service for the period IBM specifies or until IBM withdraws or terminates the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service.

Client may terminate use of the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service at any time by notifying IBM. Client is responsible to remove any Content Client wishes to retain prior to expiration or termination of the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service. Content will be destroyed upon the expiration or cancellation of the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service.

5.2 Changes

IBM may in its reasonable discretion, change these terms, modify the computing environment, or withdraw the IBM Automatic Binary Optimizer for z/OS Trial Cloud Service, in whole or in part by providing notice. Continued use is Client's acceptance of any such change. If Client does not accept a change, Client is responsible to terminate Client's use.