

## Service Description

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### 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, the IBM Cloud Services Agreement applicable for Client's country (available at <http://ibm.com/terms>), and applicable Transaction Document, are the complete Agreement governing the Cloud Service.

#### 1. Cloud Service

##### 1.1 Offerings

The Client may select from the following available offerings.

##### 1.1.1 IBM z Systems Trial Program: Cloud Service for Program Evaluation

IBM makes the Cloud Service available as a Preview 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. The Cloud Service includes access to other software programs, specified in the Transaction Document, that are only for use in the evaluation of the specified Programs during the term of the Cloud Service. 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. Data Processing and Protection Data Sheets

The Cloud Service may only provide a limited set of features and functions from the generally available offering and may not be appropriate for production purposes or for use with Content that may be regulated. Client agrees Content will not contain personal data or data that may be subject to governmental regulation or that requires specific security measures, including data subject to European General Data Protection Regulations (GDPR) requirements. If the parties agree Content containing regulated or personal data is required to enable evaluation of the Cloud Service, Client and IBM will first agree in writing to appropriate security and other measures and amend this Agreement to provide additional data protection terms including use of IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and an agreed DPA Exhibit as it applies to GDPR regulated data.

#### 3. Service Levels and Technical Support

##### 3.1 Service Level Agreement

Service Level Agreements are not applicable for Trials.

##### 3.2 Technical Support

Technical support is not applicable for Trials.

#### 4. Charges

Generally, there are no charges for use of the Cloud Service 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.

## **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.

## **6. Overriding Terms**

### **6.1 Content Removal**

The following prevails over anything to the contrary in the Content and Data Protection, and Term and Termination sections of the base Cloud Service terms between the parties. Client is responsible for removing Content that Client wishes to retain prior to expiration or termination of the Cloud Service. Content will be destroyed upon the expiration or termination of the Cloud Service.