

## Service Description

---

### IBM z Systems Open Beta Cloud Service for Early Programs

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 Open Beta Cloud Service for Early Programs

The Service is a Beta Cloud Service IBM makes available as a Preview for a limited period to allow Client to test the functionality and technology of certain early release IBM on-premise software programs (Programs), specified by IBM. Client is authorized to use the IBM z Systems Open Beta Cloud Service during the specified beta period for the purpose of evaluating the Programs' functionality and to provide feedback to IBM. IBM may provide additional supporting details and information that apply to Client's access and use of a Beta Cloud Service.

#### 2. Data Processing and Protection

The Beta Cloud Service may have certain features disabled and is not designed to comply with any specific governmental regulation or specific security measures. 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 i) the European General Data Protection Regulations (GDPR) requirements; or ii) other data protection laws identified at <http://ibm.com/dpa/dpl>. 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 upon DPA Exhibit as it applies to GDPR or other data protection laws identified at <http://ibm.com/dpa/dpl> regulated data.

#### 3. Service Levels and Technical Support

##### 3.1 Service Level Agreement

Service Level Agreements are not applicable for this Cloud Service.

##### 3.2 Technical Support

Technical support is not applicable for this Cloud Service.

#### 4. Charges

Generally, there are no charges for use of the 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 a 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 Feedback**

Client agrees IBM may freely use all feedback and suggestions Client provides.

## **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.