

Beta Cloud Services

BY ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE BETA 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 BETA CLOUD SERVICE.

This Service Description is governed by the IBM Cloud Services Agreement for Client's country (available at <http://ibm.com/terms>) which together with the Service Description makes the complete agreement.

1. Use of Beta Services

A Beta Service is an offering IBM is developing and testing for release as a cloud service or as an on-premise offering. Client is authorized to use the Beta Service during the specified beta period for the purpose of evaluating its functionality and to provide feedback to IBM or the third party service provider. Beta Services are not designed for use in a production environment or for commercial purposes and any such use is at Client's own risk. IBM may provide additional supporting details and information that apply to Client's access and use of a Beta Service. If the offering becomes generally available, IBM is under no obligation to offer migration capabilities or services.

2. Confidentiality

Client agrees to treat the following as "IBM Confidential Information" regardless of whether they contain restrictive markings indicating the confidential nature thereof or have been identified as IBM Confidential Information prior to disclosure: (a) the Beta Cloud Service, (b) any information provided to Client by IBM with regard to the Beta Cloud Service including, but not limited to, Beta Cloud Service related materials such as specifications, plans, trends, strategies, benchmarks, performance characteristics, comparisons and other assessments of the Beta Cloud Service, (c) any information related to Client's access to the Beta Cloud Service including, but not limited to, passwords or other access codes, and (d) all data, feedback, suggestions and/or written materials that Client provides to IBM related to the Beta Cloud Service. Client is authorized to use the IBM Confidential Information solely for the purpose of enabling Client to evaluate the Programs and provide feedback to IBM. Notwithstanding any other terms of this Agreement, Client agrees not to communicate, publish, disseminate or otherwise discuss with or disclose to any third party the IBM Confidential Information (including but not limited to articles, papers or other written materials pertaining to the IBM Confidential Information) prior to IBM making such IBM Confidential Information publicly available without a non-disclosure obligation.

Client agrees to use the same care and discretion to avoid disclosure of the IBM Confidential Information as Client uses with their own similar information that Client does not wish to disclose, but in no event will such degree of care be less than reasonable care. Client's obligations with respect to the IBM Confidential Information will continue for a period of five years from disclosure of the IBM Confidential Information. Client agrees not to disclose to IBM any information that is considered confidential or proprietary to Client or any third party except under a signed, separate, written confidentiality agreement.

Notwithstanding the existence of any confidentiality or other agreement Client may have with IBM pertaining to confidential information, the preceding paragraphs will govern the treatment of the IBM Confidential Information.

3. Content and Data Protection

Beta Services may not be at a level of performance or compatibility of generally available services. 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 Beta Services, 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 any GDPR regulated data.

4. Charges

Generally there are no charges for use of a Beta Service during the beta period, 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 Beta Cloud Service or third party service, then Client is responsible to pay any such amount imposed.

5. Term

Client may use a Beta Cloud Service for the beta period IBM specified or until IBM withdraws or terminated the Beta Service.

Client may terminate use of a Beta Service at any time by notifying IBM. Client is responsible to remove any proprietary Content Client wishes to retain prior to expiration or termination of a Beta Cloud Service.

IBM may at any time suspend, revoke, limit or refuse participation in or use of a Beta Service. Content will be destroyed upon the expiration or cancellation of the Beta Cloud Service unless specific migration to the related generally available Cloud Services is available.

6. Changes

IBM may in its reasonable discretion, change the terms applicable to a Beta Service, modify the computing environment, or withdraw features of a Beta 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 discontinue use upon such notice.

7. Additional Information

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