IBM Cloud Service Description: Beta Cloud Services

1. Cloud Service Description

A Beta Cloud Service is a Cloud Service IBM is developing and testing. You are authorized to use the Beta Cloud 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. IBM may provide additional supporting details and information that apply to your access and use of a Beta Cloud Service.

2. Confidentiality and Data Protection

A Beta Cloud Service may not be at a level of performance or compatibility of generally available services IBM markets and is not fully tested, including any data protection and security features. Beta Cloud Services are not designed for use in a production environment or for commercial purposes and any such use is at your own risk. IBM does not guarantee it will make a Beta Cloud Service or any similar services available, or if made available, it will be similar to the Beta Cloud Service. If a generally available service is offered, IBM is under no obligation to offer migration capabilities or services.

Beta Cloud Services do not comply with the US-EU and US-Swiss Safe Harbor Frameworks and are not designed to comply with any specific governmental regulation or specific security measures. You agree not to input content that may be subject to any such regulations or required additional security measures.

3. 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 you are responsible to pay any such amount imposed.

4. Term

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

You may terminate use of a Beta Cloud Service at any time by notifying IBM. You are responsible to remove any of your proprietary content you wish 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 Cloud 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.

5. Changes

IBM may in its reasonable discretion, change the terms applicable to a Beta Cloud Service, modify the computing environment, or withdraw features of a Beta Cloud Service, in whole or in part by providing notice. Continued use is your acceptance of any such change. If you do not accept a change, you are responsible to discontinue use upon such notice.

6. Liability and Indemnity

If there are no charges, IBM's entire liability for all claims in the aggregate arising from your use of a Beta Cloud Service acquired hereunder will not exceed the amount of any actual direct damages up to U.S. $1,000.00 (or equivalent in local currency).

7. Warranties and Disclaimers

A Beta Cloud Service is provided without warranties of any kind.

8. Enabling Software

If a Beta Cloud Service includes enabling software, you may use the enabling software only in association with your use of the Beta Cloud Service for the specified term in accordance with the terms set forth in this Service Description. To the extent that the enabling software contains sample code, you have the additional right to make derivative works of the sample code and use for the Beta Cloud Service.

9. Additional Information

You agree IBM may use all feedback and suggestions you provide. IBM may use cookies and tracking technologies to collect personally identifiable information in gathering usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with **http://www-01.ibm.com/software/info/product-privacy/index.html**. Where required by applicable law, you have notified the users and obtained their consent to do all of the above.