Service Description

"Try Brunel Visualization" Web Application

Except as noted below the terms of the <u>IBM Bluemix Service Description</u> or Terms of Use, as applicable, apply.

The following is the Service Description for the Cloud Service:

1. Cloud Service Description

The "Try Brunel Visualization" web application is an Experimental Service site that provides a gallery of sample code using Brunel Visualization.

Brunel defines a highly succinct and novel language that defines interactive data visualizations based on tabular data. The language is well suited for both data scientists and more aggressive business users. The web application interprets the Brunel Visualization language and produces visualizations that the user can then edit and deploy on the web.

2. Experimental Services

This Cloud Service is made available within Bluemix as an Experimental Service subject to the following:

- .a The Experimental Service is a Cloud Service IBM is developing and testing. Client is authorized to use the Experimental Service during the specified period for any purpose.
- .b The Experimental service may not comply with the normal Bluemix security practices and 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. Client agrees not to input content that may be subject to any such regulations or required additional security measures.
- .c The Experimental 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. Experimental 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 does not guarantee it will make a Experimental Service or any similar services available, or if made available, it will be similar to the Experimental Service. If a generally available service is offered, IBM is under no obligation to offer migration capabilities or services.

- .d Generally there are no charges for use of a Experimental Service unless specified otherwise 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 Experimental Service or third party service, then Client is responsible to pay any such amount imposed.
- .e Client may use the Experimental Service for the period IBM specified or until IBM withdraws or terminates the Experimental Service. Client may terminate use of the Experimental Service at any time by discontinuing use of the Experimental Service. IBM may at any time suspend, revoke, limit or refuse participation in or use of an Experimental Service. Client's content may be destroyed upon the termination of the Experimental Service.
- .f IBM may in its reasonable discretion, change the terms applicable to the Experimental Service, modify the computing environment, or withdraw features of the Experimental Service, in whole or in part at any time. 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.
- .g In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall IBM be liable to Client for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of the use or inability to use the Experimental Service (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if IBM has been advised of the possibility of such damages. Experimental Services are provided without warranties of any kind.
- .h Client agrees IBM may use all feedback and suggestions Client provides. 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, Client has notified the users and obtained their consent to do all of the above.