

### IBM IT Architect Assistant Multi-Tenant Cloud Service

**BY ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE IBM IT ARCHITECT ASSISTANT MULTI-TENANT CLOUD SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE IBM IT ARCHITECT ASSISTANT MULTI-TENANT CLOUD SERVICE.**

This Service Description, associated order documents and the Cloud Services Agreement applicable for Client's country of business (available at <http://ibm.com/terms>) are the complete agreement (Agreement) governing use of the IBM IT Architect Assistant Multi-Tenant Cloud Service.

#### 1. Cloud Service

The IBM IT Architect Assistant Multi-Tenant Cloud Service is a service. Client / Business Partner is authorized to use this Cloud Service for the purpose of collaborating with the IBM Team and/or evaluating its functionality and technology for a limited time period. This Cloud Service may only provide a limited set of features and functions; therefore, use in a production environment or for commercial purposes is not recommended or supported. Any such use is solely at Client's / Business Partner's own risk. The generally available IBM IT Architect Assistant Cloud Service may be ordered at any time. IBM is under no obligation to offer migration capabilities or services.

#### 2. Confidentiality and Data Protection

This Cloud Service may have certain features disabled and are not designed to comply with any specific governmental regulation or specific security measures. This Cloud Service will enable Client / Business Partner to input personal data, such as email, name, and IP address in order to share workspace or information with third parties and Client / Business Partner, as the data controller, determines that the technical and organizational security measures are appropriate to the risks presented by the processing and the nature of such data to be protected. Client / Business Partner agrees not to input any Content that contains any other personal data than those indicated above, sensitive personal data or data subject to additional regulatory requirements without agreement of IBM. If Client / Business Partner includes such data in its Content, it instructs IBM to process such data in accordance with this Agreement after determining that the security measures set forth in this section are appropriate to the risks presented by the processing and the nature of the data to be protected. Client acknowledges that IBM has no knowledge of the types of data that have been included in the Content and cannot make an assessment as to the suitability of the Cloud Service or the security protections in place.

##### 2.1 Security Policies

This Cloud Service follows IBM's Data Security and Privacy Principles for IBM Cloud Services available at <http://www.ibm.com/cloud/data-security>. Any change to IBM's data security and privacy principals will not degrade the security of the Cloud Service.

##### 2.2 Security Features and Responsibilities

This Cloud Service encrypts Content during data transmission between the IBM network and the Client's / Business Partner's network access point using secure transfer protocols and encrypts Content when at rest awaiting data transmission for systems and backups. This Cloud Service provides each authorized user the ability to set up restricted access to profiles. Client / Business Partner is responsible for providing appropriate access credentials to securely connect to the Cloud Service.

##### 2.3 Data Processing Addendum

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and attached DPA Exhibit (Appendix A) apply to personal data contained in Content, if and to the extent: i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

Client / Business Partner is responsible to perform its responsibilities and take necessary actions to order, enable, or use available data protection features for the Cloud Service and accepts responsibility for use of the Cloud Service if Client / Business Partner fails to take such actions, including meeting any data protection or other legal requirements regarding Content.

#### 3. Service Levels and Technical Support

##### 3.1 Service Level Agreement

Service Level Agreements are not applicable for the IBM IT Architect Assistant Multi-Tenant Cloud Service.

### **3.2 Technical Support**

Technical Support is not available for the IBM IT Architect Assistant Multi-Tenant Cloud Service.

## **4. Charges**

There are no charges for use of this Cloud Service. 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 / Business Partner is responsible to pay any such amount imposed.

## **5. Additional Terms**

### **5.1 Term**

Client / Business Partner may use the IBM IT Architect Assistant Multi-Tenant Cloud Service for the period of 60 calendar days or until IBM withdraws or terminates the IBM IT Architect Assistant Multi-Tenant Cloud Service.

Client / Business Partner may terminate use of the IBM IT Architect Assistant Multi-Tenant Cloud Service at any time by notifying IBM. Client / Business Partner is responsible to remove any Content Client / Business Partner wishes to retain prior to expiration or termination of the IBM IT Architect Assistant Multi-Tenant Cloud Service.

IBM may at any time suspend, revoke, limit or refuse participation in or use of the IBM IT Architect Assistant Multi-Tenant Cloud Service. Content will be destroyed upon the expiration or cancellation of the IBM IT Architect Assistant Multi-Tenant Cloud Service unless specific migration to the related generally available IBM IT Architect Assistant Cloud Service is available.

Client / Business Partner may order the generally available IBM IT Architect Assistant Cloud Service at any time under separate terms.

### **5.2 Changes**

IBM may in its reasonable discretion, change these terms, modify the computing environment, or withdraw the IBM IT Architect Assistant Multi-Tenant Cloud Service, in whole or in part by providing notice. Continued use is Client's / Business Partner's acceptance of any such change. If Client / Business Partner does not accept a change, Client / Business Partner is responsible to terminate Client's / Business Partner's use.

## **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 Cloud Service for collaborating with the IBM Team and/or evaluating acquired hereunder will not exceed the amount of any actual direct damages up to U.S. \$1,000.00 (or equivalent in local currency). This Cloud Service is provided without warranties of any kind.

## Appendix A: DPA Exhibit for IBM IT Architect Assistant

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the identified Service.

### 1. Processing

IBM will process Client Personal Data for the Service, as described in the TD and as supplemented and specified by this DPA Exhibit.

#### 1.1 Duration of Processing

The duration of processing corresponds to the duration of the service. All content is deleted at expiration/termination of the service, including all backup images of the content.

#### 1.2 Processing Activities

The processing activities with regard to Client Personal Data are:

- Copies
- Reads
- Stores

### 2. Client Personal Data

#### 2.1 Categories of Data Subjects

- Client's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)
- Client's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)

The list set out above is information about the Categories of Data Subjects whose Personal Data generally can be processed within the Service.

Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above list of Categories of Data Subjects. Therefore, Client will notify IBM about any required changes of the list above by emailing the IBM Product owner during the POC phase and submitting via management system of help desk tickets during the Feedback Phase. IBM will process Personal Data of all Data Subjects listed above in accordance with the Agreement. If changes to the list of Categories of Data Subjects require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

#### 2.2 Types of Personal Data and Special Categories of Personal Data

##### 2.2.1 Types of Personal Data

The following list sets out what Types of Client Personal Data will be processed within the Service:

- Individual Identity: Person Name – Full name, Business Contact Information (email address)  
[Note: Based on use of AppID service for authentication]

##### 2.2.2 Special Categories of Personal Data

The following list sets out what Special Categories of Client Personal Data will be processed within the Service:

- None

##### 2.2.3 General

The lists set out in sections 2.2.1 and 2.2.2 above are information about the Types of Client Personal Data and Special Categories of Client Personal Data are processed within the Service.

Given the nature of the Services, Client acknowledges that IBM is not able to verify or maintain the above lists of Types of Client Personal Data and Special Categories of Client Personal Data. Therefore, Client will notify IBM about any required changes of the lists above by emailing the IBM Product owner during the POC phase and submitting via management system of help desk tickets during the Feedback Phase. IBM will process all Types of Client Personal Data and Special Categories of Client Personal Data listed above in accordance with the Agreement. If changes to the lists of Types of Client Personal Data and Special Categories of Client Personal Data require changes of the agreed Processing, Client shall provide Additional Instructions to IBM as set out in the DPA.

### 3. Technical and Organizational Measures

The following Technical and Organizational Measures (TOMs) apply to all Content, including Client Personal Data processed by IBM within this Service.

#### 3.1 Base Technical and Organizational Measures

IBM's foundational Technical and Organizational Measures for data protection within its Cloud Services are as described in IBM's Data Security and Privacy Principles for IBM Cloud Services (<https://www.ibm.com/cloud/data-security>).

### 3.2 Amendment to TOMs

This Cloud Service makes the following amendments to the above referenced TOMs for the Service:

- This Cloud Service does not provide for an annual ISO 27001 Certification, nor SOC2 Audit.
- This Cloud Service does not provide annual independent third-party penetration testing.

### 3.3 Additional TOMs

The following additional TOMs are applicable to the Service:

- Data protection – Client content is encrypted when transmitted by IBM on any public networks. Client content is encrypted at rest within the IBM Cloud Datacenter.
- Business Continuity – This is not provided.
- Certifications – This service does not provide any industry recognized compliance, certifications, attestations, or reports, at this time.

Client confirms its obligation to implement appropriate TOMs within its own area of responsibility as defined in the Agreement or as required by applicable Data Protection Laws.

## 4. Deletion and return of Client Personal Data

IBM will delete Client Personal Data at the end of the Cloud Services. However, if instructed in writing prior to such expiration or termination of the Cloud Services, IBM will return a copy of Client Personal Data that is accessible to IBM within a reasonable period and in a reasonable format at Client's expense according to the terms for Assistance as set forth in the DPA.

## 5. Subprocessors

IBM may use the following Subprocessor(s) in the Processing of Client Personal Data:

- a. IBM companies located in the European Economic Area or countries considered by the European Commission to have adequate protection

Name of Subprocessor	Address of Subprocessor
None	

- b. Third Party Subprocessors located in the European Economic Area or countries considered by the European Commission to have adequate protection

Name of Subprocessor	Address of Subprocessor
None	

- c. IBM Data Importers (IBM companies established outside either the European Economic Area or countries considered by the European Commission to have adequate protection)

Name of IBM Data Importer	Address of IBM Data Importer
None	

- d. Third Party Data Importer (non-IBM companies established outside either the European Economic Area or countries considered by the European Commission to have adequate protection)

Name of Third Party Data Importer	Address of Third Party Data Importer
None	

## 6. International Data Transfer

None.

## 7. Data Privacy Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about its data privacy officer and each other Controllers (including their data privacy officer) by *emailing the IBM Product owner during the POC phase and submitting via management system of help desk tickets during the Feedback Phase.*

## 8. IBM Privacy Contact

The IBM privacy contact can be contacted at [DPA.Help.project@uk.ibm.com](mailto:DPA.Help.project@uk.ibm.com).