



License Information

许可信息

授權手冊

Licenční informace

Informations sur la Licence

Lizenzinformation

Πληροφορίες για την άδεια χρήσης

Informasi lisensi

Informazioni di Licenza

ライセンス情報

라이선스 정보

Informacija apie Licenciją

Informacje Licencyjne

Informações sobre Licenciamento

Лицензионная Информация

Licenčne informacije

Información sobre Licencia

Lisans Bilgileri

Terms for Separately Licensed Code

5765-SF3 - IBM SmartCloud Entry for Flex System, V3.1

5641-SC4 - IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

5641-SC6 - IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

5641-S31 - IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

5641-S33 - IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

5765-SC3 - IBM SmartCloud Entry for Power, V3.1

5765-SB3 - IBM SmartCloud Entry for Power bundle, V3.1

5641-SB1 - IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

5641-SB3 - IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

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Program Name: IBM SmartCloud Entry for Flex System, V3.1
Program Number: 5765-SF3

Program Name: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Program Number: 5641-SC4

Program Name: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Program Number: 5641-SC6

Program Name: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Program Number: 5641-S31

Program Name: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Program Number: 5641-S33

Program Name: IBM SmartCloud Entry for Power, V3.1
Program Number: 5765-SC3

Program Name: IBM SmartCloud Entry for Power bundle, V3.1
Program Number: 5765-SB3

Program Name: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Program Number: 5641-SB1

Program Name: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Program Number: 5641-SB3

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IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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1.1. Authorization for IBM SmartCloud Entry for Flex System

In Section 1.1, "Program" refers to IBM SmartCloud Entry for Flex System

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1.3. Authorization for IBM SmartCloud Entry for Power and IBM SmartCloud Entry for Power bundle

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程序名称: IBM SmartCloud Entry for Flex System, V3.1
程序号: 5765-SF3

程序名称: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
程序号: 5641-SC4

程序名称: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
程序号: 5641-SC6

程序名称: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
程序号: 5641-S31

程序名称: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
程序号: 5641-S33

程序名称: IBM SmartCloud Entry for Power, V3.1
程序号: 5765-SC3

程序名称: IBM SmartCloud Entry for Power bundle, V3.1
程序号: 5765-SB3

程序名称: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
程序号: 5641-SB1

程序名称: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
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IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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注意：IBM 可对某些“单独许可代码”提供有限支持。如果提供了此类支持，将在“许可信息”文档中规定与此类支持有关的详细信息和任何附加条款。

以下是单独许可代码：

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyncons, libcanberra, libcap-ng, libccgroup, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnck, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procps, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, scc3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, ttmkfsdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptiutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JAACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Plat-

form, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4
python-amqplib 0.6.1, python-websocketify 0.2.0

技术预览代码

技术许可代码 (TPC) 可能包含在本程序内或与本程序一起分发的或至今已更新但不包含在本程序内的技术预览代码 (TPC)。TPC 在本程序的相同条款下许可，下述规定除外。TPC 将标识在“Notices 文件”（或更新版本随附的已更新的“Notices 文件”）中。IBM 可能不会将 TPC 的一部分或全部作为一个产品全面上市。被许可方被允许仅将 TPC 用于内部评估用途，而不得用于生产环境。Notices 文件可能仅将此评估用户限制在评估期内。若如此，评估期结束时被许可方必需停止使用并卸载 TPC。IBM “按现状”提供 TPC 不承担任何支持义务，也不带有任何明示或暗含的保证，包括但不限于有关所有权、不侵权、不干涉以及暗含的适销性和适用于某特定用途的保证和条件。

被许可方不得将 TPC 转让给另一方，除非本程序随附的转让。TPC 可能包含禁用设置，将防止该代码在评估期限结束之后仍然被使用。被许可方不得擅自改动该禁用设置或 TPC。被许可方务必谨慎从事，以免因 TPC 不再能够使用而可能导致的任何数据的损失。

程序特别条款

1. 授权

1.1. 针对 IBM SmartCloud Entry for Flex System 的授权

在第 1.1 节中，“程序”是指 IBM SmartCloud Entry for Flex System

“受管机箱”是获取本程序许可所使用的计量单位。机箱是一个物理机柜结构，提供的服务包括电源、冷却、联网、各种互连以及对机柜中 IT 元素的管理。被许可方必须为通过本程序管理的每个机箱获取受管机箱权利。

1.2. 针对 IBM SmartCloud Entry for System x 和 IBM SmartCloud Entry for System x 捆绑软件的授权

在第 1.2 节中，“程序”是指 IBM SmartCloud Entry for System x 和 IBM SmartCloud Entry for System x 捆绑软件。

“受管服务器”是获取本程序许可所使用的计量单位。服务器是一台物理计算机，由处理单元、内存和输入/输出功能组成，并且这些功能为一个或多个用户或客户机设备执行所请求的过程、命令或应用程序。如果使用了机架、刀片机箱或其他类似的设备，那么具有所需组件的每台可分离的物理设备（例如一台刀片服务器或安装在机架上的设备）其本身均被视为是一台独立的服务器。被许可方必须为通过本程序进行管理的每台服务器获取受管服务器权利。除了本程序管理的每个服务器所需的受管服务器权利外，被许可方还必须为运行本程序的每个服务器获取一份额外的受管服务器权利。

1.3. 针对 IBM SmartCloud Entry for Power 和 IBM SmartCloud Entry for Power 捆绑软件的授权

在第 1.3 部分中，“程序”是指 IBM SmartCloud Entry for Power 和 IBM SmartCloud Entry for Power 捆绑软件。

“处理器”是获取本程序许可所使用的计量单位。“处理器”（通常称作处理器核或 CPU）指计算设备中用于解读和执行指令的功能单元。一个处理器至少包括一个指令控制单元和一个或多个算术或逻辑单元。对于多核心技术，每个核心都被视为一个处理器。

本程序的授权基于运行本程序的机器上活动处理器（包括任何临时处理器）及本程序所管理的机器上活动处理器（包括任何临时处理器）的总数量。

2. 程序权利和义务的转让

“第 1 部分 - 一般条款”的条款；“第 7 部分 本协议的程序转让”不适用，将替换为以下内容：

被许可方不得将本程序转让给另一方。根据被许可方的权利证明，被许可方可以将本程序权利移至被许可方企业内部的另一台机器上。“企业”是指任何法律实体（包括但不限于，个人、合伙或公司）及其子公司。“子公司”是指由“企业”在相应期间内直接或间接地拥有或控制 50% 以上的表决权股票或者决策权（如果没有表决权股票）的任何法律实体。

如果将本程序权利移到被许可方企业内部的另一台机器上，则对本程序的使用须受本协议的管辖。如果被许可方希望在被许可方企业内部的比原机器具有不同或更大权利的另一台机器上使用本程序权利，那么被许可方必须从 IBM 或其授权转售商获得适当的权利，并且必须更新被许可方获得的对此类程序的任何软件维护和支持的权利。将本程序权利转移到被许可方企业内部的另一台机器将终止被许可方在原机器上使用本程序权利的授权。

3. 已部署的软件产品

本程序允许被许可方部署其他第三方软件和其他 IBM 软件来作为其管理功能的一部分。被许可方对这些“已部署的软件产品”的使用受“已部署的软件产品”许可而非本协议的条款管辖。被许可方同意在具有有效许可的情况下使用与本程序关联的已部署的软件产品。

4. 商业托管服务

无论本协议中有任何相反规定，被许可方都可以使用本程序，为其最终用户客户（“最终用户”）提供商业托管服务，直至被许可方以授权方式使用为止。出于本协议的目的，商业托管服务定义为向单个或多个最终用户提供的处理、存储、网络和其他基本计算资源。被许可方可以将本程序再许可给最终用户，专门用于使用被许可方的商业托管服务。任何此类再许可的条款都应基本上类似于 IBM 国际程序许可协议 (IPLA)，包括第

三方声明；前提是，被许可方不得授权其最终用户移交、再许可、出租或租赁本程序。而且，(i) 一旦被许可方的 IBM 被许终止，那么每个最终用户许可也必须终止，(ii) 被许可方必须将 IBM 作为被许可方与最终用户的协议的第三方受益人，而且 (iii) 被许可方必须保证 IBM、其供应商和分销商免于承担因最终用户使用被许可方的商业托管服务而引起任何索赔。

5. 支持程序详细信息 - IBM DB2

以下内容适用于本“许可信息”的“支持程序”部分中指定的 IBM DB2 版本的使用。

- 使用限制：由“主体程序”使用

“由主体程序使用”指的是该支持程序仅供“主体程序”使用。任何被许可方、应用程序、程序或设备都无权直接使用或访问支持程序的服务，但存在例外，即被许可方可以访问支持程序以执行支持程序的管理功能，如备份、恢复和授权配置。

授權手冊

除IBM 國際程式授權合約（IBM 書號 Z125-3301-14）外，以下條款亦適用於下列程式。

程式名稱：IBM SmartCloud Entry for Flex System, V3.1
程式編號：5765-SF3

程式名稱：IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
程式編號：5641-SC4

程式名稱：IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
程式編號：5641-SC6

程式名稱：IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
程式編號：5641-S31

程式名稱：IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
程式編號：5641-S33

程式名稱：IBM SmartCloud Entry for Power, V3.1
程式編號：5765-SC3

程式名稱：IBM SmartCloud Entry for Power bundle, V3.1
程式編號：5765-SB3

程式名稱：IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
程式編號：5641-SB1

程式名稱：IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
程式編號：5641-SB3

如國際程式授權合約（“IPLA”）及本授權手冊所述，IBM 授予被授權人本程式之限制使用權利。此授權以被授權人依權利證明書之指示付款之授權使用層級為限，例如處理器價值單位（“PVU”）、價值單位（“VU”）或其他指定使用層級。此外，前述授權，可能被授權人之使用以指定機器為限，或僅限將本程式當作支援程式，或受其他限制拘束。因被授權人未就本程式之一切經濟價值而付款，是以，未支付額外費用者，不得行使其他使用行為。此外，如 IPLA 所示，被授權人未獲授權使用本程式提供商用 IT 服務予任何第三人、提供商用主機作業或分時，或對本程式行使再授權、出租或租賃之行為；但被授權

人據以取得本程式使用授權之適用合約另有明文規定者不在此限。是否享有額外權利，依被授權人支付額外費用或依不同或補充條款之規定而定。IBM 保留決定是否授予被授權人前項額外權利之權利。

程式之規格載明於本程式通知函之統稱「說明與技術資訊」章節中。

支援程式

本程式係以多重產品套裝軟體之方式授權，並包括以下載明之支援程式。依本合約及於本程式權利證明書之限制範圍內，被授權人僅限於為支援被授權人對主要程式之使用，而安裝及使用該等支援程式（但本「授權手冊」文件另有規定較多權利者不在此限）。「為支援被授權人使用」之用語，僅包括必要之使用，或與主要程式或其他支援程式之授權使用直接相關之使用。「支援程式」不得用於任何其他用途。被授權人不得獨立於主要程式之外，而轉讓或轉售支援程式。「支援程式」可能檢附授權條款，有檢附者，該等授權條款適用於被授權人對該支援程式之使用。有抵觸者，本授權手冊中之條款較該支援程式之條款優先適用。被授權人之本程式使用權到期或終止時，被授權人須停用、銷毀或立即歸還支援程式之一切複本予被授權人所有取得本程式之他方。若被授權人係下載取得支援程式，被授權人應與所由取得本程式之他方聯絡。若被授權人欲取得逾越上述限制規定之授權以使用支援程式，請被授權人與 IBM 業務代表或與被授權人所有取得本程式之該方聯絡，以取得適當授權。

下列為隨本程式一併授權之支援程式：

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

獨立授權程式碼

倘規範本授權合約之國家/地區法令認定本段落之條款無效或無法執行，則不適用。下列每一個元件被視為「獨立授權程式碼」。依訂於檢附於本程式之 NON_IBM_LICENSE 檔內適用第三人授權合約條款之規定，授予被授權人 IBM「獨立授權程式碼」。縱使於本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款，但除非以下另有規定者，否則該等第三人授權合約之條款規範被授權人之所有一切「獨立授權程式碼」之使用行為。

未來之程式更新或修正程式可能包含額外之「獨立授權程式碼」，該等額外「獨立授權程式碼」及相關之授權列於另一份檢附於本程式更新或修正程式之 NON_IBM_LICENSE 檔內。被授權人承認被授權人業已閱讀並同意內含於 NON_IBM_LICENSE 檔之授權合約。若被授權人不同意該等第三人授權合約之條款，則被授權人不得使用「獨立授權程式碼」。

凡依「國際程式授權合約」(“IPLA”)或「國際程式授權合約 - 無保證程式」(“ILAN”)取得之程式，且被授權人為該程式原始被授權人者，若被授權人不同意第三人授權合約，被授權人須依照 IBM 合約內之「退款保證」一節內之條款，且於合約載明之時限內，退還本程式。

附註：縱使於第三人授權合約、本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款：

- (a) IBM 提供本「獨立授權程式碼」予被授權人，不附帶任何保證；
- (b) 就「獨立授權程式碼」而言，IBM 不提供任何明示及默示之保證與擔保，其中包括且不限於所有權、無侵權行為或干擾之保證，以及適售性與符合特殊目的之默示保證與擔保；
- (c) 凡因「獨立授權程式碼」所致或與其相關之任何主張，IBM 對於被授權人均不負責，亦不予以辯護、賠償或使其免受損害；且
- (d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害，包括且不限於資料滅失、盈餘損失、營利損失，IBM 概不負責。

縱使有此等排除條款，在德國及奧地利，IBM 對「獨立授權程式碼」之保證與責任，僅由適用於德國與奧地利之 IBM 授權合約個別條款所拘束。

附註：IBM 得就某些「獨立授權程式碼」提供有限支援，若可取得此等支援，關於此等支援之詳細資料與任何額外條款將於本授權手冊中明文規定。

下列為「獨立授權程式碼」：

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyncons, libcanberra, libcap-ng, libccgroup, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnck, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pyobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, scc3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, tmkfd, tunc, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptiutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JAACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JAACL

v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4
python-amqplib 0.6.1, python-websocketify 0.2.0

技術預覽程式碼

本程式或其更新版可能檢附或散布「技術預覽程式碼」(TPC)，但該等程式碼非本程式之一部分。TPC 之授權依本程式之相同條款提供，但以下另有規定者不在此限。TPC 將於「注意事項檔案」(或更新版檢附之已更新「注意事項檔案」)中驗明。IBM 可能並未以產品形式或於產品中廣泛提供部分或全部之 TPC，被授權人僅限就評估目的所為之內部使用而使用 TPC，不得將其用於正式作業環境中。該「注意事項檔案」可能限制此評估用途之評估期。如有限制，被授權人應於該評估期結束時停止使用 TPC 並予以解除安裝。IBM 係以「現狀」提供 TPC，並無支援之義務，亦不提供任何明示或默示之保證，包括但不限於所有權、未涉侵權或未涉干擾之保證，以及適售性與符合特定目的之默示保證及條件。

被授權人不得將 TPC 轉讓予第三人，但係與本程式一同檢附之轉讓者不在此限。TPC 可能含有一個停用裝置，以避免於試用期終止後繼續使用之。被授權人不得竄改此停用裝置或 TPC。當 TPC 無法繼續使用時，被授權人應採取預防措施，以避免可能引起之資料流失。

程式特別條款

1. 授權

1.1. IBM SmartCloud Entry for Flex System 之授權

第 1.1 節中所稱「程式」，係指 IBM SmartCloud Entry for Flex System

「受管理機箱」係指本程式之授權計量單位。單一「機箱」係指為安置於實體外殼之 IT 元件提供各項服務(例如：電力、冷卻、網路功能、各種交互連接及管理)之實體外殼結構。被授權人應為本程式所管理之每一「機箱」取得「受管理機箱」授權。

1.2. IBM SmartCloud Entry for System x 及 IBM SmartCloud Entry for System x 軟體組之授權

第 1.2 節中所稱「程式」，係指 IBM SmartCloud Entry for System x 及 IBM SmartCloud Entry for System x 軟體組。

「受管理伺服器」係指本程式之授權計量單位。「伺服器」係指由處理單位、記憶體及輸入/輸出功能組成，並為一或多個使用者或用戶端裝置執行所需之程序、指令或應用程式之一具實體電腦。就已配置框架、刀鋒伺服器基座或其他類似設備而言，每一個具備所需元件之可分離實體裝置(例如：刀鋒伺服器或裝有框架之裝置)，均被單獨視為個別伺服器。被授權人應為本程式所管理之每一伺服器取得「受管理伺服器」授權。除本程式管理之各伺服器所需之「受管理伺服器」授權外，被授權人另需為執行本程式之各伺服器取得額外「受管理伺服器」授權。

1.3. IBM SmartCloud Entry for Power 及 IBM SmartCloud Entry for Power 軟體組之授權

第 1.3 節中所稱「程式」，係指 IBM SmartCloud Entry for Power 及 IBM SmartCloud Entry for Power 軟體組。

「處理器」係本程式之授權計量單位。「處理器」（通常稱為處理器核心或 CPU）係指於運算裝置內解譯及執行指令之功能單位。一個處理器由至少一個指令控制單位及一或多個算術或邏輯單位所構成。每一個具有多重核心技術之核心視為一個處理器。

本程式之授權，係以用於執行本程式之機器中之已啟動處理器（包括任何暫時處理器）及本程式所管理機器中之已啟動處理器（包括任何暫時處理器）二者之總數為基礎。

2. 程式權利與義務之轉讓

第 1 部分 - 一般條款；第 7 節「本合約之程式轉讓」之條款不予適用，應由下列條款取代之：

被授權人不得將本程式轉讓予第三人。被授權人得依被授權人權利證明書之規定，將本程式授權移至被授權人企業內之另一機器上。所稱企業，係指任何法律實體（包括且不限於個人、合夥或公司）及其子公司。所稱子公司者，係指任何法律實體，在一定期間內其百分之五十以上之有表決權股份，或（若該法人無具表決權股份，其決策權力），係由前述「企業」所直接或間接持有或掌控。

若本程式授權被移動至其他位於被授權人企業內之機器時，本程式之使用仍受本合約所規範。若被授權人欲於企業內具有不同於原機器之授權或較原機器具有更大授權之不同機器上使用本程式授權，被授權人應從 IBM 或其授權經銷商取得適當之授權，且必須更新該程式之軟體維護及支援之授權。若將本程式授權移轉至被授權人企業內之其他機器，被授權人於原該機器上使用本程式之授權，於移轉出本程式授權時隨即終止。

3. 已部署軟體產品

本程式可讓被授權人部署其他第三方軟體及其他 IBM 軟體，作為本程式管理功能之一部分。被授權人使用該等「已部署軟體產品」時，受該「已部署軟體產品」授權合約（而非本合約）之條款拘束。被授權人同意取得有效授權以結合本程式使用「已部署軟體產品」。

4. 商用主機服務

縱使本合約中有任何相反規定，被授權人仍得使用本程式提供「商用主機服務」予其終端使用者客戶（「終端用戶」），惟應以被授權人之「授權使用」範圍內為限。所稱「商用主機服務」，基於本合約之目的，係指提供予一或多位「終端用戶」之處理、儲存、網路及其他基礎計算資源。被授權人得再授權本程式予「終端用戶」，惟須以使用被授權人之「商用主機服務」為目的。前揭再授權之條款，實質適用於 IBM 國際程式授權合約 (IPLA)，包括第三人注意事項；惟被授權人不得授予其「終端用戶」對本程式為轉讓、再授權、租用或租賃之權利。此外，(i) 各「終端用戶」之授權，於 IBM 提供予被授

權人之授權終止時即須終止；(ii) 被授權人應將 IBM 納併為被授權人與「終端用戶」所立合約之第三方受益人；及 (iii) 被授權人就「終端用戶」對被授權人「商用主機服務」之使用所致一切索賠，應對 IBM、其供應商及經銷商負損害賠償之責，並使其免於蒙受損害。

5. 「支援程式」詳細資料 - IBM DB2

以下各項規定適用於本授權手冊中「支援程式」一節所特定 IBM DB2 版本之使用：

- 使用限制：由「主程式」使用

「由「主程式」使用」係指「支援程式」僅限供「主程式」使用。被授權人、任何應用程式、程式或裝置均不得直接使用或存取「支援程式」之服務，但被授權人得存取「支援程式」以執行「支援程式」適用之管理功能，例如：備份、回復及授權配置。

LICENČNÍ INFORMACE

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Název Programu: IBM SmartCloud Entry for Flex System, V3.1

Číslo Programu: 5765-SF3

Název Programu: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

Číslo Programu: 5641-SC4

Název Programu: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

Číslo Programu: 5641-SC6

Název Programu: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

Číslo Programu: 5641-S31

Název Programu: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

Číslo Programu: 5641-S33

Název Programu: IBM SmartCloud Entry for Power, V3.1

Číslo Programu: 5765-SC3

Název Programu: IBM SmartCloud Entry for Power bundle, V3.1

Číslo Programu: 5765-SB3

Název Programu: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

Číslo Programu: 5641-SB1

Název Programu: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

Číslo Programu: 5641-SB3

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S Programem jsou licencovány následující Podpůrné programy:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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Kód TPC (Technology Preview Code)

Kód TPC může být zahrnut do Programu nebo distribuován s Programem nebo jeho aktualizacemi, není však jeho součástí. Kód TPC je licencován na základě stejných podmínek jako Program, s níže uvedenými výjimkami. Kód TPC bude identifikován jako takový v souboru "Notices" (nebo v některém aktualizovaném souboru Notices připojeném k aktualizacím). IBM nemusí některý nebo všechny kódy TPC učinit obecně dostupnými jako produkt. Držitel licence je oprávněn používat kód TPC výhradně pro účely interního hodnocení, a nikoli pro užívání v produktivním prostředí. Soubor Notices File může toto užívání pro účely hodnocení omezovat na určité období hodnocení. Je-li tomu tak, pak je Držitel licence povinen přestat po uplynutí období hodnocení Kód TPC používat a je povinen jej odinstalovat. IBM poskytuje kód TPC bez závazku podpory a "JAK JE", BEZ ZÁRUKY JAKÉHOKOLIV DRUHŮ, VYJÁDRĚNÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ –

NIKOLIV VŠAK POUZE – ZÁRUKY VLASTNICKÉHO NÁROKU, NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL.

Držitel licence nesmí převádět kód TPC na jinou stranu, s výjimkou případů, kdy se jedná o převod současně s Programem. Kód TPC může obsahovat blokovací zařízení, které zabrání jeho používání po uplynutí období hodnocení. Držitel licence nesmí toto blokovací zařízení porušit, ani jiným způsobem změnit kód TPC. Držitel licence je povinen učinit taková opatření, aby se vyhnul ztrátě dat, ke které může dojít, když TPC nemůže být nadále používán.

Podmínky specifické pro Program

1. Oprávnění

1.1. Oprávnění k produktu IBM SmartCloud Entry for Flex System

V článku 1.1 se výraz "Program" vztahuje k produktu IBM SmartCloud Entry for Flex System.

Spravovaná skříň je měrnou jednotkou, na jejímž základě může být Program licencován. Skříň je fyzický kryt, který poskytuje služby, jako je napájení, chlazení, síť, různé propojení a správu pro prvky IT umístěné v krytu. Držitel licence musí získat oprávnění pro Spravované skříně pro každou Skříň spravovanou Programem.

1.2. Oprávnění k produktům IBM SmartCloud Entry for System x a balíku IBM SmartCloud Entry for System x Bundle

V článku 1.2 se výraz "Program" vztahuje k produktům IBM SmartCloud Entry for System x a IBM SmartCloud Entry for System x Bundle.

Spravovaný server je měrnou jednotkou, na jejímž základě může být Program licencován. Server je fyzický počítač, který se skládá z procesních jednotek, paměti a funkcí vstupu a výstupu a který provádí požadované procedury, příkazy nebo aplikace pro jednoho či několik uživatelů nebo klientských zařízení. V případech, kdy jsou využívány stojany (rack), skříně pro servery typu "blade" nebo jiné podobné vybavení, je každé samostatné fyzické zařízení (například blade server nebo zařízení montované do stojanu (rack)) obsahující požadované komponenty považováno za samostatný server. Držitel licence si pro každý server spravovaný prostřednictvím Programu musí opatřit oprávnění pro Spravovaný server. Kromě oprávnění pro Spravovaný server, která jsou nezbytná pro každý server spravovaný prostřednictvím Programu, musí Držitel licence získat dodatečná oprávnění pro Spravovaný server, a to pro každý server, na němž je Program spouštěn.

1.3. Oprávnění k balíku IBM SmartCloud Entry for Power a IBM SmartCloud Entry for Power

V článku 1.3 se výraz "Program" vztahuje na balík IBM SmartCloud Entry for Power a IBM SmartCloud Entry for Power.

Processor je měrnou jednotkou, na jejímž základě může být Program licencován. Processor (obecně procesorové jádro nebo CPU) je funkční jednotka v rámci výpočetního zařízení, která interpretuje a provádí instrukce. Processor sestává přinejmenším z jedné instrukční řídicí jednotky a z jedné nebo více aritmetických a logických jednotek. V případě vícejádrové technologie je každé jádro považováno za procesor.

Oprávnění k Programu je založeno na celkovém počtu aktivovaných procesorů (včetně všech dočasných procesorů) na stroji (strojích), na němž je provozován Program, a na počtu aktivovaných procesorů (včetně všech dočasných procesorů) na stroji (strojích), který je spravován Programem.

2. Převod práv a povinností k Programu

Podmínky této Smlouvy uvedené v Části 1 - Všeobecné podmínky; v článku 7 Převod Programu neplatí a nahrazují se textem:

Držitel licence není oprávněn převést Program na jinou smluvní stranu. V souladu s podmínkami dokumentu o oprávnění (Proof of Entitlement), který získal Držitel licence, je Držitel licence oprávněn přesunout oprávnění k Programu na jiný stroj v rámci svého Podniku. Podnikem se rozumí jakákoliv právnická nebo fyzická osoba (včetně, a to zejména, jednotlivce, obchodní společnosti nebo korporace) a její příbuzné společnosti. Příbuzná společnost je jakákoliv právnická osoba, jejíž akcie představující právo za takový subjekt rozhodovat vlastní nebo kontroluje ? přímo či nepřímo ? z více než 50% podnik, nebo - v případě, že neexistují akcie s hlasovacím právem - je její rozhodovací většina, tj. 50%, podnikem kontrolována či reprezentována.

V případě, že oprávnění k Programu bude přesunuto na jiný stroj v rámci Podniku Držitele licence, bude se na užívání tohoto Programu i nadále vztahovat tato Smlouva. Chce-li Držitel licence používat oprávnění k Programu na jiném stroji v rámci svého Podniku s jiným nebo rozsáhlejším oprávněním, než jaké se vztahuje na původní stroj, musí Držitel licence získat od IBM nebo jejího oprávněného prodejce řádné oprávnění a je povinen aktualizovat své oprávnění k jakékoli softwarové údržbě a podpoře pro tento Program. Převodem oprávnění k Programu na jiný stroj v rámci podniku Držitele licence je ukončeno oprávnění Držitele licence užívat Program na stroji, z něhož bylo oprávnění k Programu převedeno.

3. Implementované softwarové produkty

Tento Program může umožnit Držiteli licence, aby implementoval jiný software třetích stran a jiný software IBM jako součást jeho funkce správy. Užívání těchto "Implementovaných softwarových produktů" Držitelem licence se řídí podmínkami licence na Implementovaný softwarový produkt, nikoliv touto Smlouvou. Držitel licence se zavazuje, že bude mít platnou licenci na užívání Implementovaného softwarového produktu ve spojení s tímto Programem.

4. Komerční hostingové služby

Bez ohledu na ostatní podmínky této Smlouvy smí Držitel licence užívat Program k poskytování Komerčních hostingových služeb svým koncovým zákazníkům ("Koncoví uživatelé") v rozsahu oprávněného užívání Držitelem licence. Pro účely této Smlouvy jsou Komerční hostingové služby definovány jako zpracování, úložiště, síť a další základní výpočetní prostředky poskytované jednomu nebo více Koncovým uživatelům. Držitel licence smí Program sublicencovat Koncovým uživatelům výhradně pro účely využívání jeho Komerčních hostingových služeb. Podmínky jakékoli takové sublicence musí být v podstatě stejné jako podmínky Mezinárodní licenční smlouvy IBM pro programy (IPLA) včetně upozornění třetích stran; a to za předpokladu, že Držitel licence nemusí svým Koncovým uživatelům udělit právo převést, sublicencovat, pronajímat nebo najímat Program. Dále (i) platnost každé licence Koncového uživatele musí skončit v okamžiku ukončení platnosti licence, kterou Držitel licence poskytla IBM, (ii) Držitel licence musí zahrnout IBM jako příjemce plnění třetí stranu smlouvy, kterou Držitel licence uzavřel s Koncovým uživatelem, a (iii) Držitel licence musí IBM, její dodavatele a distributory zbavit odpovědnosti a poskytnout jim náhradu škody v souvislosti s jakýmikoli nároky vzniklými na základě užívání Komerčních hostingových služeb Držitele licence Koncovým uživatelem.

5. Podrobné informace o Podpůrném programu - IBM DB2

Na užívání vydání IBM DB2 uvedených v článku Podpůrné programy v tomto dokumentu Licenční informace se vztahují následující podmínky:

- Omezení užívání: Užívání Základním programem

"Užívání Základním programem" znamená, že Podpůrný program je dodáván výhradně pro užívání Základním programem. Ani Držitel licence, ani žádná aplikace, program nebo zařízení nejsou oprávněni přímo užívat služby Podpůrného programu nebo k nim přistupovat. Výjimku tvoří případ, kdy Držitel licence může přistupovat k Podpůrnému programu za účelem provádění administračních funkcí pro Podpůrný program, jako je například zálohování, obnova a oprávněná konfigurace.

INFORMATIONS SUR LA LICENCE

Les dispositions suivantes s'ajoutent à celles contenues dans le document IBM Conditions Internationales d'Utilisation de Logiciel (référence IBM : Z125-3301-14), pour l'utilisation des Logiciels indiqués ci-dessous.

Nom du Logiciel : IBM SmartCloud Entry for Flex System, V3.1

Référence du Logiciel : 5765-SF3

Nom du Logiciel : IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

Référence du Logiciel : 5641-SC4

Nom du Logiciel : IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

Référence du Logiciel : 5641-SC6

Nom du Logiciel : IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

Référence du Logiciel : 5641-S31

Nom du Logiciel : IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

Référence du Logiciel : 5641-S33

Nom du Logiciel : IBM SmartCloud Entry for Power, V3.1

Référence du Logiciel : 5765-SC3

Nom du Logiciel : IBM SmartCloud Entry for Power bundle, V3.1

Référence du Logiciel : 5765-SB3

Nom du Logiciel : IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

Référence du Logiciel : 5641-SB1

Nom du Logiciel : IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

Référence du Logiciel : 5641-SB3

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Les spécifications de ce Logiciel se trouvent dans les sections collectives "Description" et "Technical Information" des Lettres d'annonce dudit Logiciel.

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Les Logiciels Auxiliaires suivants sont concédés sous licence avec le Logiciel :
IBM DB2 Workgroup Server Edition Version, V10.1
IBM SmartCloud Entry for System x bundle:
- IBM SmartCloud Entry for System x, V3

- IBM Systems Director Standard Edition for IBM x86, V6.3
 - IBM Systems Director Storage Control, V4.2
- IBM SmartCloud Entry for Power bundle:
- IBM SmartCloud Entry for Power, V3
 - IBM Systems Director Standard Edition for Power, V6.3
 - IBM Systems Director Storage Control, V4.2
 - IBM Systems Director VMControl Enterprise Edition, V2.4

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HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4, python-amqplib 0.6.1, python-websocketify 0.2.0

Code d'Aperçu Technique

Un Code d'Aperçu Technique peut être inclus ou distribué avec le Logiciel ou les mises à jour de celui-ci, cependant, ce code ne fait pas partie du Logiciel. Le Code d'Aperçu Technique est concédé sous les mêmes dispositions que celles du Logiciel, à l'exception des indications qui suivent. Le Code d'Aperçu Technique sera identifié comme tel dans le Fichier Notices (ou dans un Fichier Notices mis à jour et fourni avec les mises à jour). Il est possible que tout ou partie dudit Code ne soit pas commercialisé par IBM en tant que produit ou avec un produit. Le Détenteur de la Licence n'est autorisé à utiliser le Code d'Aperçu Technique qu'en interne, à des fins d'évaluation et en aucun cas dans un environnement de production. Le Fichier Notices peut restreindre cette utilisation à des fins d'évaluation à une période d'évaluation. Le cas échéant, le Détenteur de la Licence devra cesser d'utiliser et désinstaller le Code d'Aperçu Technique à l'issue de la période d'évaluation. IBM fournit ledit Code d'Aperçu Technique sans obligation de support. Le Code d'Aperçu Technique est fourni "EN L'ÉTAT", SANS GARANTIE D'AUCUNE SORTE, EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, TOUTE GARANTIE DE TITRE, DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, AINSI QUE TOUTE GARANTIE IMPLICITE EN MATIÈRE DE VALEUR MARCHANDE ET D'APTITUDE À UNE UTILISATION PARTICULIÈRE.

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Dispositions particulières au Logiciel

1. Autorisation

1.1. Autorisation d'utilisation du Dispositif IBM SmartCloud Entry for Flex System

Dans le Chapitre 1.1, le terme "Logiciel" fait référence à IBM SmartCloud Entry for Flex System

Le terme "Châssis Géré" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Un châssis est une structure de boîtier physique qui fournit des services d'alimentation, de refroidissement, de mise en réseau,

d'interconnexion et de gestion aux éléments informatiques qui se trouvent à l'intérieur. Le Détenteur de la Licence doit obtenir une Autorisation d'Utilisation de type Châssis Géré pour chaque Châssis géré par le Logiciel.

1.2. Autorisation d'utilisation des Dispositifs IBM SmartCloud Entry for System x et IBM SmartCloud Entry for System x bundle

Dans le Chapitre 1.2, le terme "Logiciel" fait référence à IBM SmartCloud Entry for System x et IBM SmartCloud Entry for System x bundle.

Le terme "Serveur Géré" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Un serveur est un ordinateur physique constitué d'unités de traitement, de mémoire et de fonctions d'entrée-sortie, qui exécute les procédures, les commandes ou les applications demandées pour un ou plusieurs utilisateurs ou unités client. Lorsque les armoires, les boîtiers de blades ou tout autre matériel similaire est utilisé, chaque unité physique distincte (blade ou unité montée en armoire, par exemple) qui dispose des composants requis est considérée comme un serveur à part entière. Le Détenteur de la Licence doit obtenir une Autorisation d'Utilisation de type Serveur Géré pour chaque serveur géré par le Logiciel. En plus des Autorisations d'Utilisation de type Serveur Géré nécessaires pour chacun des serveurs gérés par le Logiciel, le Détenteur de la Licence doit obtenir une Autorisation d'Utilisation de type Serveur Géré supplémentaire pour chaque serveur exécutant le Logiciel.

1.3. Autorisation pour l'utilisation des Dispositifs IBM SmartCloud Entry for Power et IBM SmartCloud Entry for Power bundle

Dans le Chapitre 1.3, le terme "Logiciel" fait référence aux Dispositifs IBM SmartCloud Entry for Power et IBM SmartCloud Entry for Power bundle.

Le terme "Coeur Processeur" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Le Coeur Processeur (souvent appelé Coeur Processeur ou UC) désigne l'unité fonctionnelle d'une unité informatique qui interprète et exécute des instructions. Un Coeur Processeur est composé d'au moins une unité de contrôle des instructions et d'une ou plusieurs unités logiques ou arithmétiques. Dans le cadre de la technologie "multi-core", chaque "core" est considéré comme un Coeur Processeur.

L'Autorisation pour le Logiciel est basée sur le nombre total de Coeurs Processeur activés (y compris les Coeurs Processeur temporaires) résidant sur la ou les machine(s) exécutant le Logiciel et sur le nombre de Coeurs Processeur activés (y compris les Coeurs Processeur temporaires) résidant sur la ou les machine(s) gérée(s) par le Logiciel.

2. Transfert du Logiciel - droits et obligations

Les dispositions de la Partie 1 - Dispositions Générales ; article 7. "Transfert du Logiciel" du présent Contrat ne s'appliquent pas et sont remplacées par les dispositions suivantes :

Le Détenteur de la Licence n'est pas autorisé à transférer le Logiciel à un tiers. Le Détenteur de la Licence est autorisé à transférer l'Autorisation d'Utilisation du Logiciel sur une autre machine au sein de son entreprise dans le cadre de l'Autorisation d'Utilisation du Détenteur de la Licence. Le terme "Entreprise" désigne toute personne morale (y compris, et de façon non limitative, une personne physique, une société de personnes ou société par actions) et ses Filiales. Le terme "Filiale" désigne toute personne morale dont plus de 50 % des titres comportant droit de vote ou, en l'absence de titres comportant droit de vote, du pouvoir de décision, sont détenus ou contrôlés, directement ou indirectement, par l'Entreprise.

Si l'Autorisation d'Utilisation du Logiciel est transférée sur une autre machine de l'Entreprise du Détenteur de la Licence, l'utilisation du Logiciel restera soumise aux dispositions du présent Contrat. Si le Détenteur de la Licence souhaite utiliser l'Autorisation d'Utilisation du Logiciel sur une autre machine de son Entreprise avec une Autorisation d'Utilisation différente ou supérieure à celle de la machine d'origine, le Détenteur de la Licence doit acquérir une Autorisation d'Utilisation auprès d'IBM ou de son revendeur agréé et mettre à jour son Autorisation d'Utilisation en vue d'obtenir la maintenance et le support pour ce Logiciel. Le transfert de l'Autorisation d'Utilisation du Logiciel vers une autre machine de l'Entreprise du Détenteur de la Licence met fin à son Autorisation d'Utilisation du Logiciel sur la machine à partir de laquelle l'Autorisation d'Utilisation du Logiciel a été transférée.

3. Produits Logiciels Déployés

Le Logiciel peut autoriser le Détenteur de la Licence à déployer d'autres logiciels tiers et d'autres logiciels IBM dans le cadre de la fonction de gestion. L'utilisation des "Produits Logiciels Déployés" par le Détenteur de la Licence est régie par les dispositions de la licence des Produits Logiciels Déployés, et non par le présent Contrat. Le Détenteur de la Licence accepte de faire l'acquisition d'une licence valable lui permettant d'utiliser les Produits Logiciels Déployés avec le présent Logiciel.

4. Services d'hébergement commerciaux

Nonobstant toute mention contraire dans le présent Contrat, le Détenteur de la Licence est autorisé à utiliser le Logiciel pour fournir des Services d'hébergement commerciaux à ses clients utilisateurs finals ("Utilisateurs finals"), dans les limites de l'Utilisation Autorisée du Détenteur de la Licence. Les Services d'hébergement commerciaux, dans le cadre du présent Contrat, sont définis en tant que ressources de traitement, de stockage, réseaux et autres ressources fondamentales, fournies à un ou plusieurs Utilisateurs finals. Le Détenteur de la Licence est autorisé à accorder

des sous-licences du Logiciel aux Utilisateurs finals uniquement à des fins d'utilisation des Services d'hébergement commerciaux du Détenteur de la Licence. Les dispositions de toute sous-licence doivent être substantiellement similaires à celles des Conditions Internationales d'Utilisation des Logiciels IBM (IPLA), y compris les avis de tiers ; sous condition que le Détenteur de la Licence ne puisse pas accorder à ses Utilisateurs finals le droit de transférer, d'accorder des sous-licences, de louer ou de prêter le Logiciel. De plus, (i) chaque licence d'Utilisateur final doit être résiliée lors de la résiliation de la licence IBM par le Détenteur de la Licence, (ii) le Détenteur de la Licence doit inclure IBM en tant que tiers bénéficiaire de son contrat avec l'Utilisateur final, et (iii) le Détenteur de la Licence doit défendre et indemniser IBM, ses fournisseurs et ses distributeurs de toute réclamation liée à l'utilisation par l'Utilisateur final des Services d'hébergement commerciaux du Détenteur de la Licence.

5. Détails relatifs aux Logiciels Auxiliaires - IBM DB2

Les dispositions suivantes s'appliquent à l'utilisation de la ou des éditions IBM DB2 indiquée(s) dans l'article "Logiciels Auxiliaires" du présent document Informations sur la Licence :

- Restrictions d'utilisation : Utilisation par le Logiciel Principal

Le terme "Utilisation par le Logiciel Principal" signifie que le Logiciel Auxiliaire est fourni uniquement en vue de son utilisation par le Logiciel Principal. Ni le Détenteur de la Licence ni aucun(e) application, logiciel ou périphérique n'est autorisé(e) à utiliser ou accéder directement aux services du Logiciel Auxiliaire. Le Détenteur de la Licence est autorisé à accéder au Logiciel Auxiliaire uniquement afin de réaliser des opérations d'administration, telles que la sauvegarde, la récupération ou la configuration autorisée dans le cadre de l'utilisation dudit Logiciel Auxiliaire.

LIZENZINFORMATION

Für die Lizenzierung der nachfolgend aufgelisteten Programme gelten zusätzlich zu den 'IBM Internationale Nutzungsbedingungen für Programmpakete' (IBM Formnummer Z125-3301-14) die folgenden Bedingungen.

Programmname: IBM SmartCloud Entry for Flex System, V3.1
Programmnummer: 5765-SF3

Programmname: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Programmnummer: 5641-SC4

Programmname: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Programmnummer: 5641-SC6

Programmname: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Programmnummer: 5641-S31

Programmname: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Programmnummer: 5641-S33

Programmname: IBM SmartCloud Entry for Power, V3.1
Programmnummer: 5765-SC3

Programmname: IBM SmartCloud Entry for Power bundle, V3.1
Programmnummer: 5765-SB3

Programmname: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Programmnummer: 5641-SB1

Programmname: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Programmnummer: 5641-SB3

Gemäß der Beschreibung in den Internationalen Nutzungsbedingungen für Programmpakete ("IPLA") und dieser Lizenzinformation gewährt IBM dem Lizenznehmer ein beschränktes Recht zur Nutzung des Programms. Dieses Recht ist auf die Art der Nutzungsberechtigung, z. B. Prozessor-Value-Unit ("PVU") oder Value-Unit ("VU"), oder eine andere angegebene Nutzungsstufe beschränkt, für die der Lizenznehmer laut Berechtigungsnachweis (Proof of Entitlement = PoE) bezahlt hat. Die Nutzung des Lizenznehmers kann auf eine bestimmte Maschine beschränkt

sein, ggf. darf er das Programm nur als Unterstützungsprogramm verwenden oder die Nutzung kann sonstigen Beschränkungen unterliegen. Da der Lizenznehmer nicht für den gesamten wirtschaftlichen Wert des Programms bezahlt hat, sind andere Nutzungsarten ohne Zahlung zusätzlicher Gebühren untersagt. Ferner ist der Lizenznehmer, wie in den IPLA festgelegt, nicht berechtigt, das Programm zur Bereitstellung kommerzieller IT-Services für Dritte, zur Bereitstellung kommerzieller Hosting-Services oder für kommerziell betriebenes Time-Sharing einzusetzen oder das Programm zu vermieten, zu verleasen oder Unterlizenzen für das Programm zu vergeben, sofern dies in den maßgeblichen Vereinbarungen, unter denen der Lizenznehmer die Berechtigungen zur Nutzung des Programms erworben hat, nicht ausdrücklich vorgesehen ist. Dem Lizenznehmer werden abhängig von der Zahlung zusätzlicher Gebühren oder unter abweichenden oder ergänzenden Bedingungen ggf. weitere Rechte eingeräumt. IBM behält sich das Recht vor, darüber zu entscheiden, ob dem Lizenznehmer weitere Rechte gewährt werden.

Die Programmspezifikationen sind in den Abschnitten "Description" und "Technical Information" der Ankündigungsschreiben des Programms zu finden.

Unterstützungsprogramme

Das Programm wird als Multiproduktpaket lizenziert und enthält die nachfolgend aufgeführten Unterstützungsprogramme. Der Lizenznehmer darf die Unterstützungsprogramme unter dieser Vereinbarung und im Rahmen der Berechtigungsnachweise (Proofs of Entitlement = PoEs) für das Programm nur zur Unterstützung des Hauptprogramms installieren und nutzen (sofern an anderer Stelle in dieser Lizenzinformation keine weitergehenden Rechte erteilt werden). Der Ausdruck "nur zur Unterstützung" umfasst nur die erforderliche Nutzung oder diejenige Nutzung, die im direkten Zusammenhang mit der lizenzierten Nutzung des Hauptprogramms oder eines anderen Unterstützungsprogramms steht. Die Unterstützungsprogramme dürfen nicht für andere Zwecke verwendet werden. Der Lizenznehmer ist nicht berechtigt, die Unterstützungsprogramme ohne das Hauptprogramm zu übertragen oder weiterzuverbreiten. Einem Unterstützungsprogramm können Lizenzbedingungen beigelegt sein, denen die Nutzung des betreffenden Unterstützungsprogramms durch den Lizenznehmer unterliegt. Im Falle eines Widerspruchs haben die Bedingungen dieses Lizenzinformationsdokuments Vorrang vor den Bedingungen des Unterstützungsprogramms. Wenn das Recht des Lizenznehmers zur Nutzung des Programms abläuft oder erlischt, muss er die Nutzung der Unterstützungsprogramme einstellen und alle Kopien der Unterstützungsprogramme vernichten oder unverzüglich bei der Stelle zurückgeben, von der er das Programm bezogen hat. Hat der Lizenznehmer die Unterstützungsprogramme heruntergeladen, sollte er sich an die Stelle wenden, von der er das Programm bezogen hat. Um die Unterstützungsprogramme für eine Nutzung ohne die obigen Beschränkungen zu lizenzieren, sollte sich der Lizenznehmer bitte an seinen IBM Vertriebsbeauftragten oder an die Stelle wenden, von der er das Programm bezogen hat, um die entsprechende Lizenz zu erwerben.

Diese Liste enthält die Unterstützungsprogramme, die mit dem Programm lizenziert werden:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Separat lizenzierter Code

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen des geltenden Rechts, dem diese Lizenz unterliegt, als ungültig oder undurchführbar erachtet werden. Jede Komponente in der folgenden Liste wird als "separat lizenzierter Code" eingestuft. IBM stellt dem Lizenznehmer diesen Code unter Lizenz auf Basis der Bedingungen der geltenden Lizenzvereinbarungen der Dritthersteller in den NON_IBM_LICENSE-Dateien zur Verfügung, die dem Programm beige packt sind. Ungeachtet der Bedingungen in der Vereinbarung oder einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM unterliegt die Nutzung des gesamten separat lizenzierten Codes durch den Lizenznehmer den Bedingungen der Lizenzvereinbarungen der Dritthersteller, sofern nachfolgend nichts anderes angegeben ist.

Zukünftige Programmupdates oder Fixes können weiteren separat lizenzierten Code enthalten, der zusammen mit den zugehörigen Lizenzen ebenfalls in einer NON_IBM_LICENSE-Datei aufgeführt ist, die dem Programmupdate oder Fix beige packt ist. Der Lizenznehmer bestätigt, dass er die Lizenzvereinbarungen in den NON_IBM_LICENSE-Dateien gelesen und akzeptiert hat. Wenn der Lizenznehmer die Bedingungen dieser Lizenzvereinbarungen der Dritthersteller nicht akzeptiert, darf er den separat lizenzierten Code nicht nutzen.

Für ein Programm, das der Lizenznehmer unter den Internationalen Nutzungsbedingungen für Programmpakete (IPLA) oder den Internationalen Nutzungsbedingungen für Programme ohne Gewährleistung (ILAN) bezogen hat, gilt Folgendes: Wenn der Lizenznehmer der ursprüngliche Lizenznehmer des Programms ist und die Lizenzvereinbarungen der Dritthersteller nicht akzeptiert, kann er in Übereinstimmung mit den Bedingungen im Abschnitt "Geld-zurück-Garantie" in den beiden oben genannten IBM Vereinbarungen und unter Einhaltung der dort angegebenen Frist das Programm zurückgeben.

Hinweis: Ungeachtet der Bedingungen in der Lizenzvereinbarung des Drittherstellers, der Vereinbarung oder einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM gilt Folgendes:

- (a) IBM stellt den separat lizenzierten Code ohne jede Gewährleistung zur Verfügung;
- (b) IBM übernimmt keine Gewährleistung (ausdrücklich oder stillschweigend) für den separat lizenzierten Code, einschließlich, aber nicht beschränkt auf die Gewährleistung für Rechtsmängel, für die Freiheit von Rechten Dritter, für das Recht auf Nichtbeeinträchtigung, für die Handelsüblichkeit und für die Verwendungsfähigkeit für einen bestimmten Zweck;
- (c) IBM ist dem Lizenznehmer gegenüber nicht haftbar und übernimmt keine Verpflichtung, ihn für irgendwelche Schäden hinsichtlich des separat lizenzierten Codes schadlos zu halten, zu entschädigen oder Ansprüche abzuwehren; und
- (d) IBM haftet nicht für unmittelbare, mittelbare oder sonstige Folgeschäden, einschließlich, aber nicht beschränkt auf Datenverlust, entgangene Gewinne und entgangene Einsparungen hinsichtlich des separat lizenzierten Codes.

Ungeachtet der genannten Ausschlüsse unterliegen die Gewährleistung und Haftung von IBM für den separat lizenzierten Code in Deutschland und Österreich ausschließlich den Bedingungen, die in den IBM Lizenzvereinbarungen für Deutschland und Österreich angegeben sind.

Hinweis: IBM kann für Teile des separat lizenzierten Codes unter Umständen eingeschränkte Unterstützung bereitstellen. Wenn Unterstützung angeboten wird, sind Einzelheiten und zusätzlich geltende Bedingungen in der Lizenzinformation (LI) zu finden.

Diese Liste enthält den separat lizenzierten Code:

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gpxe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyncons, libcanberra, libcap-ng, libcgrouper, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwncn, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procps, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krb5, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, s390-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, ttmkfdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700

Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4
python-amqplib 0.6.1, python-websckify 0.2.0

Technology Preview Code

Technology Preview Code (TPC, Code für Technologievorschau) kann in das Programm oder in Programmupdates integriert sein oder damit verteilt werden, ist aber nicht Bestandteil des Programms. Der TPC wird auf Basis derselben Bedingungen lizenziert wie das Programm, sofern nachstehend nicht anders angegeben. Hinweise auf den TPC sind in der Notices-Datei zu finden (oder in einer aktualisierten Notices-Datei, die den Updates beige packt ist). Möglicherweise werden Teile des TPC oder der gesamte TPC von IBM nie als Produkt allgemein zur Verfügung gestellt. Der TPC darf nur intern für Bewertungszwecke und nicht in einer Produktionsumgebung verwendet werden. In der Notices-Datei kann ein Bewertungszeitraum angegeben sein. Ist dies der Fall, muss der Lizenznehmer die Nutzung des TPC bei Ablauf des Bewertungszeitraums einstellen und den TPC deinstallieren. IBM stellt den TPC ohne eine Verpflichtung zur Unterstützung, ohne Wartung (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne Gewährleistung für Rechtsmängel, für die Freiheit von Rechten Dritter, für das Recht auf Nichtbeeinträchtigung, für die Handelsüblichkeit und für die Verwendungsfähigkeit für einen bestimmten Zweck.

Der Lizenznehmer darf den TPC nicht an Dritte übertragen, außer in Verbindung mit der Übertragung des Programms. Der TPC kann eine Inaktivierungseinheit enthalten, die verhindert, dass er nach Ablauf des Bewertungszeitraums weiter verwendet werden kann. Es ist dem Lizenznehmer nicht gestattet, die Inaktivierungseinheit oder den TPC zu manipulieren. Der Lizenznehmer sollte entsprechende Vorkehrungsmaßnahmen treffen, um Datenverluste für den Fall zu vermeiden, dass der TPC nicht mehr ausgeführt werden kann.

Programmspezifische Bedingungen

1. Berechtigung

1.1 Berechtigung für IBM SmartCloud Entry for Flex System

In Abschnitt 1.1 bezieht sich der Begriff "Programm" auf IBM SmartCloud Entry for Flex System

"Managed Chassis" ist eine Maßeinheit für die Lizenzierung des Programms. Ein Chassis ist eine physische Gehäusestruktur, die die Stromversorgung, Kühlung, Netze, diverse Verbindungen und die Managementfunktionen für die in das Gehäuse einschiebbaren IT-Elemente bereitstellt. Der Lizenznehmer muss für jedes Chassis, das von dem Programm verwaltet wird, Managed-Chassis-Berechtigungen erwerben.

1.2 Berechtigung für IBM SmartCloud Entry for System x und IBM SmartCloud Entry for System x bundle

In Abschnitt 1.2 bezieht sich der Begriff "Programm" auf IBM SmartCloud Entry for System x und IBM SmartCloud Entry for System x bundle.

"Managed Server" ist eine Maßeinheit für die Lizenzierung des Programms. Ein Server ist ein physischer Computer, der aus Verarbeitungseinheiten sowie Speicher und Ein-/Ausgabefunktionalität besteht und die angeforderten Prozeduren, Befehle oder Anwendungen für einen oder mehrere Benutzer oder Clienteinheiten ausführt. Werden Racks, Bladegehäuse oder ähnliche Bauteile verwendet, wird jede individuelle physische Einheit (z. B. ein Blade oder eine in einem Rack installierte Einheit), die aus den erforderlichen Komponenten besteht, als separater Server betrachtet. Der Lizenznehmer muss für jeden Server, der von dem Programm verwaltet wird, eine Managed-Server-Berechtigung erwerben. Zusätzlich zu den Managed-Server-Berechtigungen, die für jeden von dem Programm verwalteten Server erforderlich sind, muss der Lizenznehmer weitere Managed-Server-Berechtigungen für jeden Server erwerben, auf dem das Programm ausgeführt wird.

1.3 Berechtigung für IBM SmartCloud Entry for Power und IBM SmartCloud Entry for Power bundle

In Abschnitt 1.3 bezieht sich der Begriff "Programm" auf IBM SmartCloud Entry for Power und IBM SmartCloud Entry for Power bundle.

"Prozessor" ist eine Maßeinheit für die Lizenzierung des Programms. Ein Prozessor (wird üblicherweise als Prozessorkern oder CPU bezeichnet) ist eine Funktionseinheit innerhalb einer Datenverarbeitungseinheit, die Anweisungen interpretiert und ausführt. Ein Prozessor besteht aus mindestens einem Steuerwerk und einem oder mehreren Rechenwerken für arithmetische oder logische Operationen. Bei der Multi-Core-Technologie wird jeder 'Core' (Kern) als eigenständiger Prozessor betrachtet.

Die Berechtigung für das Programm basiert auf der Gesamtzahl der aktivierten Prozessoren (einschließlich der temporär genutzten Prozessoren) in den Maschinen, auf denen das Programm ausgeführt wird, und der aktivierten Prozessoren (einschließlich der temporär genutzten Prozessoren) in den Maschinen, die vom Programm verwaltet werden.

2. Rechte und Pflichten bei der Programmübertragung

Die Bedingungen in Teil 1 - Allgemeine Bedingungen; Abschnitt 7. Programmübertragung dieser Vereinbarung kommen nicht zur Anwendung und werden folgendermaßen ersetzt:

Der Lizenznehmer darf das Programm nicht an Dritte übertragen. Abhängig vom Berechtigungsnachweis darf der Lizenznehmer die Programmberechtigung auf eine andere Maschine in seinem Unternehmen übertragen. Ein Unternehmen ist definiert als eine juristische Person (Einzelperson, Personen- oder Kapitalgesellschaft), einschließlich der zugehörigen Tochtergesellschaften. Eine juristische Person ist dann eine Tochtergesellschaft, wenn sich mehr als 50 Prozent ihrer Stimmrechtsaktien im Besitz des Hauptunternehmens befinden oder wenn sie bei Abwesenheit von Stimmrechtsaktien direkt oder indirekt vom Hauptunternehmen kontrolliert wird.

Wird die Programmberechtigung im Unternehmen des Lizenznehmers auf eine andere Maschine übertragen, unterliegt die Nutzung des Programms weiterhin dieser Vereinbarung. Für den Fall, dass die Programmberechtigung auf einer anderen Maschine im Unternehmen des Lizenznehmers mit abweichenden oder höheren Berechtigungsanforderungen als die ursprüngliche Maschine eingesetzt werden soll, muss der Lizenznehmer eine entsprechende Berechtigung von IBM oder einem autorisierten IBM Reseller erwerben und seine Berechtigung für Software-Maintenance und Support für das betreffende Programm aktualisieren. Mit der Übertragung der Programmberechtigung auf eine andere Maschine im Unternehmen des Lizenznehmers endet die Berechtigung zur Nutzung des Programms auf der Maschine, von der die Programmberechtigung übertragen wurde.

3. Implementierte Softwareprodukte

Dieses Programm bietet dem Lizenznehmer ggf. die Möglichkeit, weitere Software von Drittherstellern und weitere IBM Software als Teil der Managementfunktionen des Programms zu implementieren. Die Nutzung dieser "implementierten Softwareprodukte" durch den Lizenznehmer unterliegt den Bedingungen der Lizenz für das jeweilige implementierte Softwareprodukt und nicht dieser Vereinbarung. Der Lizenznehmer verpflichtet sich, eine gültige Lizenz zu erwerben, die ihm die Nutzung des jeweiligen implementierten Softwareprodukts in Verbindung mit diesem Programm gestattet.

4. Kommerzielle Hosting-Services

Ungeachtet gegenteiliger Bestimmungen in dieser Vereinbarung darf der Lizenznehmer das Programm zur Bereitstellung kommerzieller Hosting-Services für seine Endkunden bzw. Endbenutzer ("Endbenutzer") bis zum berechtigten Nutzungsumfang einsetzen. Für die Zwecke dieser Vereinbarung sind kommerzielle Hosting-Services definiert als Verarbeitungs-, Speicher-, Netz- und sonstige fundamentale IT-Ressourcen, die für einen einzelnen oder mehrere Endbenutzer bereitgestellt werden. Der Lizenznehmer darf Endbenutzern Unterlizenzen für das Programm ausschließlich zur Nutzung der von ihm angebotenen kommerziellen

Hosting-Services erteilen. Die Bedingungen der Unterlizenzen müssen im Wesentlichen mit den Internationalen Nutzungsbedingungen für Programmpakete (IPLA) einschließlich der Hinweise für Dritthersteller übereinstimmen, abgesehen davon, dass der Lizenznehmer seinen Endbenutzern keine Rechte zum Übertragen, Unterlizenzieren, Vermieten oder Verleasen des Programms einräumen darf. Darüber hinaus (i) muss jede Endbenutzerlizenz mit der Beendigung der IBM Lizenz des Lizenznehmers ebenfalls erlöschen, (ii) der Lizenznehmer muss IBM als Drittbegünstigte in seine Endbenutzervereinbarung aufnehmen und (iii) der Lizenznehmer muss IBM, deren Lieferanten und Distributoren für jegliche Ansprüche, die aus der Nutzung der kommerziellen Hosting-Services des Lizenznehmers durch einen Endbenutzer entstehen, schadlos halten und dafür entschädigen.

5. Einzelheiten zum Unterstützungsprogramm - IBM DB2

Die folgenden Erläuterungen beziehen sich auf die Nutzung der IBM DB2-Edition(en), die im Abschnitt "Unterstützungsprogramme" dieser Lizenzinformation aufgeführt ist/sind:

- Nutzungsbeschränkungen: Nutzung durch Hauptprogramm

"Nutzung durch Hauptprogramm" bedeutet, dass das Unterstützungsprogramm ausschließlich zur Nutzung durch das Hauptprogramm bereitgestellt wird. Weder der Lizenznehmer noch eine Anwendung, ein Programm oder eine Einheit sind berechtigt, direkt auf die Services des Unterstützungsprogramms zuzugreifen oder diese zu nutzen; ausgenommen von dieser Einschränkung ist der Zugriff des Lizenznehmers auf das Unterstützungsprogramm zur Ausführung von Verwaltungsfunktionen für das Unterstützungsprogramm, wie Sicherung, Wiederherstellung und berechtigte Konfiguration.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Για τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα χορηγείται άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων, επιπλέον των όρων και προϋποθέσεων του εγγράφου «IBM Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος» (αριθμός εντύπου IBM Z125-3301-14).

Όνομα Προγράμματος: IBM SmartCloud Entry for Flex System, V3.1
Αριθμός Προγράμματος: 5765-SF3

Όνομα Προγράμματος: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Αριθμός Προγράμματος: 5641-SC4

Όνομα Προγράμματος: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Αριθμός Προγράμματος: 5641-SC6

Όνομα Προγράμματος: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Αριθμός Προγράμματος: 5641-S31

Όνομα Προγράμματος: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Αριθμός Προγράμματος: 5641-S33

Όνομα Προγράμματος: IBM SmartCloud Entry for Power, V3.1
Αριθμός Προγράμματος: 5765-SC3

Όνομα Προγράμματος: IBM SmartCloud Entry for Power bundle, V3.1
Αριθμός Προγράμματος: 5765-SB3

Όνομα Προγράμματος: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Αριθμός Προγράμματος: 5641-SB1

Όνομα Προγράμματος: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Αριθμός Προγράμματος: 5641-SB3

Όπως περιγράφεται στη Διεθνή Σύμβαση Άδειας Χρήσης Προγράμματος (International Program License Agreement - "Σύμβαση IPLA") και στις παρούσες Πληροφορίες για την Άδεια Χρήσης, η IBM εκχωρεί στο Δικαιούχο Άδειας Χρήσης ένα περιορισμένο δικαίωμα χρήσης του Προγράμματος. Το εν λόγω δικαίωμα περιορίζεται στο επίπεδο Εξουσιοδοτημένης Χρήσης, το οποίο ορίζεται σε Μονάδες Αξίας Επεξεργαστών (Processor Value Units - "Μονάδες PVU"), Μονάδες Αξίας (Value Units - "Μονάδες VU") ή

ως οποιοδήποτε άλλο καθορισμένο επίπεδο χρήσης, για το οποίο ο Δικαιούχος Άδειας Χρήσης κατέβαλε την απαιτούμενη πληρωμή, όπως τεκμηριώνεται στην Απόδειξη Δικαιώματος. Η χρήση από το Δικαιούχο Άδειας Χρήσης μπορεί επίσης να περιορίζεται σε μια συγκεκριμένη μηχανή, ή σε χρήση του Προγράμματος μόνο ως Υποστηρικτικό Προγράμματος, ή να υπόκειται σε άλλους περιορισμούς. Εάν ο Δικαιούχος Άδειας Χρήσης δεν έχει καταβάλει πληρωμή για το σύνολο της οικονομικής αξίας του Προγράμματος, δεν επιτρέπεται άλλη χρήση του Προγράμματος χωρίς την καταβολή πρόσθετων χρεώσεων. Επιπλέον, όπως δηλώνεται στη Σύμβαση IPLA, ο Δικαιούχος Άδειας Χρήσης δεν είναι εξουσιοδοτημένος να χρησιμοποιεί το Πρόγραμμα για την παροχή εμπορικών υπηρεσιών πληροφορικής σε οποιοδήποτε τρίτο μέρος, την παροχή εμπορικών υπηρεσιών "φιλοξενίας" (hosting) ή χρονομεριστικής μίσθωσης (timesharing), ή την περαιτέρω χορήγηση αδειών χρήσης σε τρίτους, την ενοικίαση ή την εκμίσθωση του Προγράμματος, εκτός εάν προβλέπεται ρητώς στις ισχύουσες συμβάσεις βάσει των οποίων ο Δικαιούχος Άδειας Χρήσης αποκτά τις εξουσιοδοτήσεις να χρησιμοποιεί το Πρόγραμμα. Μπορεί να διατίθενται πρόσθετα δικαιώματα στο Δικαιούχο Άδειας Χρήσης υπό την προϋπόθεση της καταβολής πρόσθετων χρεώσεων ή βάσει διαφορετικών ή συμπληρωματικών όρων. Η IBM διατηρεί το δικαίωμα να καθορίσει αν τα εν λόγω πρόσθετα δικαιώματα θα καθίστανται διαθέσιμα στο Δικαιούχο Άδειας Χρήσης.

Οι προδιαγραφές του Προγράμματος διατίθενται στις ενότητες Description και Technical Information των επιστολών ανακοίνωσης του Προγράμματος.

Υποστηρικτικά Προγράμματα

Το Πρόγραμμα διατίθεται με άδεια χρήσης ως πακέτο πολλαπλών προϊόντων και περιλαμβάνει τα Υποστηρικτικά Προγράμματα που προσδιορίζονται παρακάτω. Ο Δικαιούχος Άδειας Χρήσης είναι εξουσιοδοτημένος να εγκαθιστά και να χρησιμοποιεί τα εν λόγω Υποστηρικτικά Προγράμματα μόνο για την υποστήριξη της εκ μέρους του χρήσης του Κύριου Προγράμματος βάσει των όρων της παρούσας Σύμβασης και εντός των ορίων των Απόδειξεων Δικαιώματος για το Πρόγραμμα (εκτός εάν παρέχονται ευρύτερα δικαιώματα σε άλλο σημείο του παρόντος εγγράφου με τίτλο Πληροφορίες για την Άδεια Χρήσης). Η φράση "για την υποστήριξη της εκ μέρους του χρήσης" περιλαμβάνει μόνο εκείνες τις χρήσεις οι οποίες είναι απαραίτητες ή κατά άλλον τρόπο άμεσα συνδεδεμένες με μια εξουσιοδοτημένη χρήση του Κύριου Προγράμματος ή κάποιου άλλου Υποστηρικτικού Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης. Δεν επιτρέπεται η χρήση των Υποστηρικτικών Προγραμμάτων για οποιοδήποτε άλλο σκοπό. Ο Δικαιούχος Άδειας Χρήσης δεν έχει εξουσιοδότηση για τη μεταβίβαση ή μεταπώληση των Υποστηρικτικών Προγραμμάτων χωριστά από το Κύριο Πρόγραμμα. Ένα Υποστηρικτικό Πρόγραμμα μπορεί να συνοδεύεται από όρους άδειας χρήσης και οι εν λόγω όροι, εάν υπάρχουν, διέπουν τη χρήση του εν λόγω Υποστηρικτικού Προγράμματος από το Δικαιούχο Άδειας Χρήσης. Σε περίπτωση αντίθεσης μεταξύ των όρων, οι όροι του παρόντος εγγράφου Πληροφορίες για την Άδεια Χρήσης κατισχύουν των όρων για το Υποστηρικτικό Πρόγραμμα. Όταν το δικαίωμα του Δικαιούχου Άδειας Χρήσης να χρησιμοποιεί το Πρόγραμμα λήξει ή καταγγελθεί, ο Δικαιούχος Άδειας Χρήσης θα πρέπει να διακόψει τη χρήση και να καταστρέψει ή να επιστρέψει άμεσα όλα τα αντίγραφα των Υποστηρικτικών Προγραμμάτων στο μέρος από το οποίο ο Δικαιούχος Άδειας Χρήσης απέκτησε το Πρόγραμμα. Εάν ο Δικαιούχος Άδειας Χρήσης μεταφόρτωσε

(download) τα Υποστηρικτικά Προγράμματα, θα πρέπει να επικοινωνήσει με τη νομική οντότητα από την οποία απέκτησε το Πρόγραμμα. Εάν ο Δικαιούχος Άδειας Χρήσης θέλει να του χορηγηθεί άδεια χρήσης των Υποστηρικτικών Προγραμμάτων για χρήση πέραν των ορίων που καθορίζονται ανωτέρω, ο Δικαιούχος Άδειας Χρήσης πρέπει να επικοινωνήσει με έναν Εκπρόσωπο Πωλήσεων της IBM ή με τη νομική οντότητα από την οποία απέκτησε το Πρόγραμμα, ώστε να του χορηγηθεί η απαιτούμενη άδεια χρήσης.

Τα ακόλουθα προγράμματα είναι Υποστηρικτικά Προγράμματα για τα οποία χορηγείται άδεια χρήσης με το Πρόγραμμα:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Κώδικας με Χωριστή Άδεια Χρήσης

Οι διατάξεις αυτής της παραγράφου δεν ισχύουν στο βαθμό που θεωρούνται άκυρες ή μη εφαρμόσιμες βάσει του νόμου που διέπει την παρούσα άδεια χρήσης. Κάθε ένα από τα στοιχεία που περιλαμβάνονται στην παρακάτω λίστα θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης". Για τον Κώδικα της IBM με Χωριστή Άδεια Χρήσης χορηγείται άδεια χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων μίας ή περισσότερων αντίστοιχων συμβάσεων άδειας χρήσης με τρίτες εταιρείες όπως καθορίζονται στο (στα) αρχείο(-α) NON_IBM_LICENSE που συνοδεύει(-ουν) το Πρόγραμμα. Ανεξαρτήτως οποιωνδήποτε όρων της Σύμβασης ή οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM, οι όροι της (των) εν λόγω σύμβασης(-ων) άδειας χρήσης τρίτου μέρους διέπουν τη χρήση όλου του Κώδικα με Χωριστή Άδεια Χρήσης από το Δικαιούχο Άδειας Χρήσης, εκτός εάν ορίζεται διαφορετικά παρακάτω.

Σε μελλοντικές αναβαθμίσεις ή επιδιορθώσεις του Προγράμματος μπορεί να περιέχεται πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης. Ο εν λόγω πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης και οι αντίστοιχες άδειες χρήσης θα προσδιορίζονται σε άλλο αρχείο NON_IBM_LICENSE που θα συνοδεύει την αναβάθμιση ή επιδιόρθωση του Προγράμματος. Ο Δικαιούχος Άδειας Χρήσης δηλώνει ότι έχει διαβάσει και συμφωνεί με τις συμβάσεις άδειας χρήσης που περιέχονται στο (στα) αρχείο(-α) NON_IBM_LICENSE. Εάν ο Δικαιούχος Άδειας Χρήσης δεν συμφωνεί με τους όρους των εν λόγω συμβάσεων άδειας χρήσης τρίτων, ο Δικαιούχος Άδειας Χρήσης δεν έχει το δικαίωμα να χρησιμοποιεί τον Κωδικό με Χωριστή Άδεια Χρήσης.

Για Προγράμματα που αποκτήθηκαν βάσει των όρων της Διεθνούς Σύμβασης Άδειας Χρήσης Προγράμματος (International Program License Agreement – "Σύμβαση IPLA") ή της Διεθνούς Σύμβασης Άδειας Χρήσης για Προγράμματα χωρίς Εγγύηση (International

Program License Agreement for Non-Warranted Programs – "Σύμβαση ILAN") και εφόσον ο Δικαιούχος Άδειας Χρήσης είναι ο αρχικός δικαιούχος άδειας χρήσης του Προγράμματος, εάν ο Δικαιούχος Άδειας Χρήσης δεν συμφωνεί με τις συμβάσεις άδειας χρήσης τρίτων, μπορεί να επιστρέψει το Πρόγραμμα σύμφωνα με τους όρους του άρθρου "Εγγύηση Επιστροφής Χρημάτων" της Σύμβασης IPLA ή ILAN της IBM και εντός της χρονικής προθεσμίας που ορίζεται στο εν λόγω άρθρο.

Σημείωση: Ανεξαρτήτως οποιωνδήποτε όρων της σύμβασης άδειας χρήσης του τρίτου μέρους, της Σύμβασης και οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM:

(α) Η IBM παρέχει αυτό τον Κώδικα με Χωριστή Άδεια Χρήσης στο Δικαιούχο Άδειας Χρήσης ΧΩΡΙΣ ΕΓΓΥΗΣΕΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ,

(β) Η IBM ΑΠΟΠΟΙΕΙΤΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΡΗΤΩΝ ΚΑΙ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟΝ ΚΩΔΙΚΑ ΜΕ ΧΩΡΙΣΤΗ ΑΔΕΙΑ ΧΡΗΣΗΣ,

(γ) Η IBM δεν φέρει ευθύνη προς το Δικαιούχο Άδειας Χρήσης και δεν θα υποστηρίξει, θα αποζημιώνει ή θα απαλλάσσει το Δικαιούχο Άδειας Χρήσης έναντι οποιωνδήποτε αξιώσεων που απορρέουν από ή σχετίζονται με τον Κώδικα με Χωριστή Άδεια Χρήσης, και

(δ) Η IBM δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημίες, ζημίες ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

Παρά τους αποκλεισμούς αυτούς, στη Γερμανία και στην Αυστρία η εγγύηση και η ευθύνη της IBM για τα Κώδικα με Χωριστή Άδεια Χρήσης διέπονται μόνο από τους αντίστοιχους όρους για τη Γερμανία και την Αυστρία στις συμβάσεις άδειας χρήσης της IBM.

Σημείωση: Η IBM μπορεί να παρέχει περιορισμένη υποστήριξη για ορισμένα στοιχεία Κώδικα με Χωριστή Άδεια Χρήσης. Εάν διατίθεται τέτοια υποστήριξη, οι λεπτομέρειες και οποιοδήποτε πρόσθετοι όροι που διέπουν την εν λόγω υποστήριξη θα καθορίζονται στο έγγραφο Πληροφορίες για την Άδεια Χρήσης.

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, grpxe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hives, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyns, libcanberra, libcap-ng, libgroup, libdaemon, libcrypt, libgpg-error, libguestfs, libIDL, libidn,

libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwncn, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, scc3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, smstmp, startup-notification, strongswan, sysvinit, texinfo, tmkfdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

Κώδικας Προεπισκόπησης Τεχνολογίας

Μπορεί να περιλαμβάνεται ή να διανέμεται Κώδικας Προεπισκόπησης Τεχνολογίας (Technology Preview Code – "Κώδικας TPC") με το Πρόγραμμα ή με ενημερωμένες εκδόσεις του Προγράμματος, ο οποίος όμως δεν αποτελεί μέρος του Προγράμματος. Για τον Κώδικα TPC χορηγείται άδεια χρήσης βάσει των ίδιων όρων που ισχύουν για το Πρόγραμμα, με την εξαίρεση των όσων προβλέπονται παρακάτω. Ο Κώδικας TPC θα προσδιορίζεται ως Κώδικας TPC στο Αρχείο Notices (ή σε ένα ενημερωμένο Αρχείο Notices που συνοδεύει την ενημερωμένη έκδοση του Προγράμματος). Η IBM ενδέχεται να μην καταστήσει τμήμα ή το σύνολο του Κώδικα TPC γενικώς διαθέσιμο ως προϊόν ή ως τμήμα ενός προϊόντος. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να χρησιμοποιεί τον Κώδικα TPC μόνο για εσωτερική χρήση για σκοπούς αξιολόγησης και όχι για χρήση σε περιβάλλον παραγωγής. Στο Αρχείο Notices μπορεί να περιορίζεται αυτή τη χρήση για σκοπούς αξιολόγησης σε μια καθορισμένη περίοδο αξιολόγησης. Στην περίπτωση αυτή, ο Δικαιούχος Άδειας Χρήσης θα πρέπει στο τέλος της εν λόγω περιόδου αξιολόγησης να πάψει να χρησιμοποιεί τον Κώδικα TPC και να προβεί στην απεγκατάστασή του. Η IBM παρέχει τον Κώδικα TPC χωρίς υποχρέωση υποστήριξης και "ΩΣ ΕΧΕΙ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ, ΡΗΤΗ Ή ΣΙΩΠΗΡΗ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΜΗ ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ.

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να μεταβιβάσει τον Κώδικα TPC σε τρίτους παρά μόνο μέσα στα πλαίσια μεταβίβασης του Προγράμματος. Ο Κώδικας TPC ενδέχεται να περιέχει κάποιο μηχανισμό απενεργοποίησης που θα εμποδίζει τη χρήση του μετά τη λήξη της περιόδου αξιολόγησης. Ο Δικαιούχος Άδειας Χρήσης δεν θα επιχειρήσει καμία

επέμβαση στον εν λόγω μηχανισμό απενεργοποίησης ή στον Κώδικα TPC. Ο Δικαιούχος Άδειας Χρήσης πρέπει να λάβει τις αναγκαίες προφυλάξεις έτσι ώστε να αποφύγει οποιαδήποτε απώλεια δεδομένων που μπορεί να προκύψει με την απενεργοποίηση του Κώδικα TPC.

Όροι για το Συγκεκριμένο Πρόγραμμα

1. Εξουσιοδότηση

1.1. Εξουσιοδότηση για το IBM SmartCloud Entry for Flex System

Στο Άρθρο 1.1, ο όρος "Πρόγραμμα" παραπέμπει στο IBM SmartCloud Entry for Flex System

Διαχειριζόμενο Πλαίσιο (Managed Chassis) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Πλαίσιο (Chassis) είναι μια δομή φυσικού περιβλήματος που παρέχει υπηρεσίες όπως π.χ. ηλεκτροδότηση, ψύξη, δικτύωση, διάφορες διασυνδέσεις και διαχείριση σε στοιχεία πληροφορικής που είναι τοποθετημένα εντός του περιβλήματος. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης Διαχειριζόμενου Πλαισίου για κάθε Πλαίσιο το οποίο διαχειρίζεται το Πρόγραμμα.

1.2. Εξουσιοδότηση για το IBM SmartCloud Entry for System x και το IBM SmartCloud Entry for System x bundle

Στο Άρθρο 1.2, ο όρος "Πρόγραμμα" παραπέμπει στο IBM SmartCloud Entry for System x και στο IBM SmartCloud Entry for System x bundle.

Διαχειριζόμενος Εξυπηρετητής (Managed Server) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγείται άδεια χρήσης του Προγράμματος. Εξυπηρετητής (Server) είναι ένας φυσικός υπολογιστής που αποτελείται από μονάδες επεξεργασίας, μνήμη και δυνατότητες εισόδου/εξόδου πληροφοριών (I/O) και εκτελεί ζητούμενες διαδικασίες, εντολές ή εφαρμογές για έναν ή περισσότερους χρήστες ή συσκευές πελάτη (client devices). Όταν χρησιμοποιούνται ικρίωματα (racks), περιβλήματα blades (blade enclosures) ή άλλος παρόμοιος εξοπλισμός, κάθε μεμονωμένη φυσική συσκευή (π.χ. κάθε blade ή κάθε συσκευή που έχει τοποθετηθεί σε ικρίωμα) η οποία έχει τα απαιτούμενα στοιχεία θεωρείται χωριστός εξυπηρετητής. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης Διαχειριζόμενου Εξυπηρετητή για κάθε εξυπηρετητή τον οποίο διαχειρίζεται το Πρόγραμμα. Επιπλέον των δικαιωμάτων χρήσης Διαχειριζόμενου Εξυπηρετητή (Managed Server) που απαιτούνται για κάθε εξυπηρετητή τον οποίο διαχειρίζεται το Πρόγραμμα, ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει από ένα πρόσθετο δικαίωμα χρήσης Διαχειριζόμενου Εξυπηρετητή για κάθε εξυπηρετητή στον οποίο εκτελείται το Πρόγραμμα.

1.3. Εξουσιοδότηση για το IBM SmartCloud Entry for Power και το IBM SmartCloud Entry for Power bundle

Στο Άρθρο 1.3, ο όρος "Πρόγραμμα" παραπέμπει στο IBM SmartCloud Entry for Power και στο IBM SmartCloud Entry for Power bundle.

Επεξεργαστής (Processor) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Επεξεργαστής (κοινώς καλούμενος πυρήνας επεξεργαστή ή μονάδα CPU) είναι μια λειτουργική μονάδα σε έναν υπολογιστή που ερμηνεύει και εκτελεί οδηγίες. Ένας επεξεργαστής αποτελείται από μία τουλάχιστον μονάδα ελέγχου οδηγιών και μία ή περισσότερες αριθμητικές ή λογικές μονάδες. Όταν χρησιμοποιείται τεχνολογία πολλαπλών πυρήνων (multi-core), κάθε πυρήνας θεωρείται ένας επεξεργαστής.

Η εξουσιοδότηση για το Πρόγραμμα βασίζεται στο συνολικό αριθμό των ενεργοποιημένων επεξεργαστών (συμπεριλαμβανομένων οποιωνδήποτε προσωρινών επεξεργαστών) της μηχανής ή των μηχανών στις οποίες εκτελείται το Πρόγραμμα και των ενεργοποιημένων επεξεργαστών (συμπεριλαμβανομένων οποιωνδήποτε προσωρινών επεξεργαστών) της μηχανής ή των μηχανών τις οποίες διαχειρίζεται το Πρόγραμμα.

2. Μεταβίβαση Δικαιωμάτων και Υποχρεώσεων αναφορικά με το Πρόγραμμα

Οι όροι του Μέρους 1 - Γενικοί Όροι, άρθρο 7. Μεταβίβαση Προγράμματος της παρούσας Σύμβασης δεν ισχύουν και αντικαθίστανται με τους εξής όρους:

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να μεταβιβάσει το Πρόγραμμα σε τρίτους. Ο Δικαιούχος Άδειας Χρήσης μπορεί να μεταφέρει το δικαίωμα χρήσης του Προγράμματος, υπό τους όρους της Απόδειξης Δικαιώματος του Δικαιούχου Άδειας Χρήσης, σε άλλη μηχανή εντός της Επιχείρησής του. Επιχείρηση (Enterprise) είναι οποιοδήποτε νομικό πρόσωπο (όπως, ενδεικτικά και όχι περιοριστικά, ένα άτομο, μια προσωπική εταιρεία ή μια εμπορική εταιρεία) και οι θυγατρικές του. Θυγατρική (Subsidiary) είναι οποιοδήποτε νομικό πρόσωπο του οποίου οι μετοχές με δικαίωμα ψήφου ή, σε περίπτωση που δεν υπάρχουν μετοχές με δικαίωμα ψήφου, τα δικαιώματα λήψης αποφάσεων, ανήκουν ή ελέγχονται κατά ποσοστό μεγαλύτερο του 50%, είτε άμεσα είτε έμμεσα, από την Επιχείρηση.

Εάν το δικαίωμα χρήσης του Προγράμματος μεταφερθεί σε άλλη μηχανή εντός της Επιχείρησής του Δικαιούχου Άδειας Χρήσης, η χρήση του Προγράμματος θα εξακολουθεί να διέπεται από την παρούσα Σύμβαση. Σε περίπτωση που ο Δικαιούχος Άδειας Χρήσης επιθυμεί να χρησιμοποιεί το δικαίωμα χρήσης του Προγράμματος σε διαφορετική μηχανή εντός της Επιχείρησής του για την οποία απαιτούνται διαφορετικά ή μεγαλύτερα δικαιώματα από αυτά της αρχικής μηχανής, τότε ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει τα κατάλληλα δικαιώματα από την IBM ή τον εξουσιοδοτημένο μεταπωλητή της και θα πρέπει να αναβαθμίσει τα όποια δικαιώματά του για συντήρηση και υποστήριξη λογισμικού για το εν λόγω Πρόγραμμα. Η μεταβίβαση του δικαιώματος χρήσης του Προγράμματος σε άλλη μηχανή εντός της Επιχείρησής του Δικαιούχου Άδειας Χρήσης τερματίζει την εξουσιοδότηση του Δικαιούχου Άδειας Χρήσης να χρησιμοποιεί το Πρόγραμμα στη μηχανή από την οποία μεταβιβάστηκε το δικαίωμα χρήσης του Προγράμματος.

3. Χρησιμοποιούμενα Προϊόντα Λογισμικού

Αυτό το Πρόγραμμα μπορεί να επιτρέπει στο Δικαιούχο Άδειας Χρήσης να θέσει σε εφαρμογή άλλο λογισμικό τρίτων και άλλο λογισμικό IBM ως τμήμα της λειτουργίας διαχείρισής του. Η χρήση των εν λόγω "Χρησιμοποιούμενων Προϊόντων Λογισμικού" εκ μέρους του Δικαιούχου Άδειας Χρήσης διέπεται από τους όρους και προϋποθέσεις της άδειας χρήσης του Χρησιμοποιούμενου Προϊόντος Λογισμικού και όχι από την παρούσα Σύμβαση. Ο Δικαιούχος Άδειας Χρήσης συμφωνεί ότι θα διαθέτει έγκυρη άδεια χρήσης που θα καλύπτει τη χρήση του Χρησιμοποιούμενου Προϊόντος Λογισμικού σε συνάρτηση με αυτό το Πρόγραμμα.

4. Εμπορικές Υπηρεσίες "Φιλοξενίας"

Παρά τα όσα προβλέπονται περί του αντιθέτου στην παρούσα Σύμβαση, ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να χρησιμοποιεί το Πρόγραμμα για την παροχή Εμπορικών Υπηρεσιών Φιλοξενίας (Commercial Hosting Services) στους πελάτες-τελικούς χρήστες του ("Τελικοί Χρήστες"), μέχρι τα όρια της Εξουσιοδοτημένης Χρήσης από το Δικαιούχο Άδειας Χρήσης. Οι Εμπορικές Υπηρεσίες Φιλοξενίας, για τους σκοπούς της παρούσας Σύμβασης, ορίζονται ως παροχή πόρων επεξεργασίας, αποθήκευσης, δικτύωσης και άλλων βασικών υπολογιστικών πόρων σε έναν ή περισσότερους Τελικούς Χρήστες. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να προβεί στην περαιτέρω χορήγηση αδειών χρήσης του Προγράμματος σε Τελικούς Χρήστες μόνο για το σκοπό της εκ μέρους τους χρήσης Εμπορικών Υπηρεσιών Φιλοξενίας του Δικαιούχου Άδειας Χρήσης. Οι όροι κάθε τέτοιας περαιτέρω χορηγηθείσας άδειας χρήσης θα είναι ουσιαστικά παρόμοιες με εκείνους της Διεθνούς Σύμβασης Άδειας Χρήσης Προγράμματος της IBM (IBM International Program License Agreement - "Σύμβαση IPLA"), συμπεριλαμβανομένων των ειδοποιήσεων για κώδικα τρίτων, με την προϋπόθεση ότι ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να εκχωρήσει στους Τελικούς Χρήστες του το δικαίωμα μεταβίβασης, περαιτέρω χορήγησης αδειών χρήσης, ενοικίασης ή εκμίσθωσης του Προγράμματος. Επιπλέον, (i) η ισχύς κάθε άδειας χρήσης Τελικού Χρήστη πρέπει να τερματίζεται με τον τερματισμό της ισχύος της άδειας χρήσης που παρέχει η IBM στο Δικαιούχο Άδειας Χρήσης, (ii) ο Δικαιούχος Άδειας Χρήσης πρέπει να περιλαμβάνει την IBM ως τρίτο δικαιούχο στη σύμβαση του Δικαιούχου Άδειας Χρήσης με τον Τελικό Χρήστη, και (iii) ο Δικαιούχος Άδειας Χρήσης πρέπει να αποζημιώνει και να καλύπτει την IBM, τους προμηθευτές της και τους διανομείς της έναντι οποιασδήποτε αξίωσης που απορρέει από τη χρήση των Εμπορικών Υπηρεσιών Φιλοξενίας του Δικαιούχου Άδειας Χρήσης από τον Τελικό Χρήστη.

5. Λεπτομέρειες Υποστηρικτικού Προγράμματος - IBM DB2

Οι παρακάτω διατάξεις διέπουν τη χρήση της έκδοσης ή των εκδόσεων της IBM DB2 που προσδιορίζονται στο άρθρο Υποστηρικτικά Προγράμματα στις παρούσες Πληροφορίες για την Άδεια Χρήσης:

- Περιορισμοί Χρήσης: Χρήση από το Κύριο Πρόγραμμα

"Χρήση από το Κύριο Πρόγραμμα" (Use by Principal Program) σημαίνει ότι το Υποστηρικτικό Πρόγραμμα παρέχεται αποκλειστικά για χρήση από το Κύριο Πρόγραμμα. Ούτε ο Δικαιούχος Άδειας Χρήσης ούτε οποιαδήποτε εφαρμογή, πρόγραμμα ή συσκευή δεν είναι εξουσιοδοτημένη να κάνει απευθείας χρήση ή να αποκτά απευθείας πρόσβαση στις υπηρεσίες του Υποστηρικτικού Προγράμματος. Εξαιρέση αποτελεί η πρόσβαση στο Υποστηρικτικό Πρόγραμμα εκ μέρους του Δικαιούχου Άδειας Χρήσης για την εκτέλεση διαχειριστικών λειτουργιών για το Υποστηρικτικό Πρόγραμμα, όπως π.χ. εφεδρική αποθήκευση (backup), αποκατάσταση (recovery) και εξουσιοδοτημένη παραμετροποίηση (configuration).

INFORMASI LISENSI

Program-program yang tercantum di bawah ini diberi lisensi berdasarkan syarat dan ketentuan berikut ini selain syarat dan ketentuan dari IBM Perjanjian Lisensi Program Internasional (nomor formulir IBM Z125-3301-14).

Nama Program: IBM SmartCloud Entry for Flex System, V3.1
Nomor Program: 5765-SF3

Nama Program: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Nomor Program: 5641-SC4

Nama Program: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Nomor Program: 5641-SC6

Nama Program: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Nomor Program: 5641-S31

Nama Program: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Nomor Program: 5641-S33

Nama Program: IBM SmartCloud Entry for Power, V3.1
Nomor Program: 5765-SC3

Nama Program: IBM SmartCloud Entry for Power bundle, V3.1
Nomor Program: 5765-SB3

Nama Program: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Nomor Program: 5641-SB1

Nama Program: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Nomor Program: 5641-SB3

Sebagaimana dijelaskan dalam Perjanjian Lisensi Program Internasional (International Program License Agreement/"IPLA") dan Informasi Lisensi ini, IBM memberikan kepada Pemegang lisensi, suatu hak terbatas atas penggunaan Program. Hak ini terbatas pada tinggak Penggunaan yang Sah, seperti Unit Nilai Prosesor (Processor Value Unit/"PVU"), Unit Nilai (Value Unit/"VU"), atau tingkat lain yang ditetapkan, dibayarkan oleh Pemegang Lisensi sebagai Bukti dalam Bukti Kepemilikan. Penggunaan Pemegang Lisensi juga dapat dibatasi pada mesin

tertentu, atau hanya sebagai Program Pendukung, atau tunduk kepada pembatasan lainnya. Jika Pemegang Lisensi tidak membayar untuk semua nilai ekonomis dari Program, tidak ada penggunaan lain yang diijinkan tanpa pembayaran biaya tambahan. Selain itu, sebagaimana dinyatakan dalam IPLA, Pemegang Lisensi tidak berhak menggunakan Program untuk memberikan layanan TI komersil kepada pihak ketiga, untuk memberikan hosting atau timesharing komersil, atau untuk mensub-lisensikan, menyewakan, atau meminjamkan Program kecuali dinyatakan secara jelas dalam perjanjian yang berlaku di mana Pemegang Lisensi memperoleh kewenangan untuk menggunakan Program. Hak tambahan dapat diberikan kepada Pemegang Lisensi sesuai dengan pembayaran biaya tambahan atau sesuai dengan syarat tambahan atau syarat berbeda. IBM berhak untuk menentukan apakah akan memberikan hak tambahan tersebut kepada Pemegang Lisensi atau tidak.

Spesifikasi Program dapat ditemukan dalam bagian Informasi Teknis dan Deskripsi kolektif pada Surat Pemberitahuan Program.

Program Pendukung

Program diberi lisensi sebagai sebuah paket multiproduk dan termasuk Program-program Pendukung yang diidentifikasi di bawah ini. Pemegang Lisensi berhak untuk memasang dan menggunakan Program-program Pendukung tersebut hanya untuk mendukung penggunaan Pemegang Lisensi atas Program Utama berdasarkan Perjanjian ini dan dalam batas-batas Bukti Kepemilikan untuk Program (kecuali apabila hak-hak yang lebih luas ditetapkan di suatu tempat dalam dokumen Informasi Lisensi ini). Frasa "untuk mendukung penggunaan Pemegang Lisensi" hanya akan termasuk penggunaan-penggunaan tersebut yang diperlukan atau dengan cara lain, yang terkait secara langsung dengan penggunaan yang diberi lisensi atas Program Utama dan Program Pendukung lainnya. Program-program Pendukung tidak dapat digunakan untuk tujuan lainnya. Pemegang Lisensi tidak berhak untuk mentransfer atau memasarkan kembali Program-program Pendukung secara terpisah dari Program Utama. Program Pendukung dapat disertai dengan syarat-syarat lisensi, dan syarat-syarat tersebut, apabila ada, berlaku untuk penggunaan Pemegang Lisensi atas Program Pendukung. Apabila terdapat ketidaksesuaian, syarat-syarat dalam dokumen Informasi tentang Lisensi ini menggantikan syarat-syarat Program Pendukung. Pada saat hak Pemegang Lisensi untuk menggunakan Program habis waktunya atau berakhir, Pemegang Lisensi harus berhenti menggunakan, memusnahkan atau segera mengembalikan semua salinan dari Program-program Pendukung kepada pihak yang darinya Pemegang Lisensi memperoleh Program. Apabila Pemegang Lisensi telah mengunduh Program-program Pendukung, Pemegang Lisensi sebaiknya menghubungi pihak yang darinya Pemegang Lisensi memperoleh Program. Apabila Pemegang Lisensi ingin memberi lisensi untuk Program-program Pendukung untuk digunakan melampaui batas-batas yang tercantum di atas, hubungi Perwakilan Penjualan IBM atau pihak yang darinya Pemegang Lisensi memperoleh Program untuk mendapatkan lisensi yang sesuai.

Berikut ini adalah Program-program Pendukung yang diberi lisensi bersama dengan Program:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Kode Berlisensi Terpisah

Ketentuan-ketentuan ayat ini tidak berlaku sepanjang ketentuan-ketentuan tersebut dianggap tidak sah atau tidak dapat diberlakukan berdasarkan undang-undang yang mengatur lisensi ini. Masing-masing komponen yang tercantum di bawah ini dianggap sebagai "Kode Berlisensi Terpisah". Kode Berlisensi Terpisah IBM dilisensikan kepada Pemegang Lisensi berdasarkan syarat-syarat perjanjian lisensi pihak ketiga yang berlaku yang tercantum dalam file(-file) NON_LISENSI_IBM yang menyertai Program. Meskipun terdapat syarat-syarat dalam Perjanjian, atau setiap perjanjian lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM, syarat-syarat perjanjian lisensi pihak ketiga tersebut mengatur penggunaan Pemegang Lisensi atas semua Kode Berlisensi Terpisah kecuali apabila disebutkan lain di bawah ini.

Pembaruan-pembaruan atau perbaikan-perbaikan Program di masa yang akan datang dapat memuat Kode Berlisensi Terpisah tambahan. Kode Berlisensi Terpisah tambahan tersebut dan lisensi-lisensi terkait tercantum dalam file NON_LISENSI_IBM lainnya yang menyertai pembaruan atau perbaikan Program. Pemegang Lisensi mengakui bahwa Pemegang Lisensi telah membaca dan menyetujui perjanjian-perjanjian lisensi yang terdapat dalam file(-file) NON_LISENSI_IBM. Apabila Pemegang Lisensi tidak menyetujui syarat-syarat perjanjian lisensi pihak ketiga ini, Pemegang Lisensi tidak dapat menggunakan Kode Berlisensi Terpisah.

Untuk Program-program yang diperoleh berdasarkan Perjanjian Lisensi Program Internasional (International Program License Agreement) ("IPLA") atau Perjanjian Lisensi Program Internasional untuk Program Tanpa Garansi (International Program License Agreement for Non Warranted Program) ("ILAN") dan Pemegang Lisensi adalah pemegang lisensi asli Program, apabila Pemegang Lisensi tidak setuju dengan perjanjian-perjanjian lisensi pihak ketiga, Pemegang Lisensi dapat mengembalikan Program sesuai dengan syarat-syarat, dan dalam batas-batas waktu yang ditetapkan yang dinyatakan dalam, pasal "Jaminan Uang Kembali" Perjanjian IPLA atau ILAN IBM.

Catatan: Meskipun terdapat syarat dalam perjanjian lisensi pihak ketiga, Perjanjian, atau perjanjian lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM:

- (a) IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA GARANSI APA PUN;
- (b) IBM MELEPASKAN SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT TERMASUK, TETAPI TIDAK TERBATAS PADA, GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU, TERKAIT DENGAN KODE BERLISENSI TERPISAH;
- (c) IBM tidak bertanggung jawab kepada Pemegang Lisensi, dan tidak akan membela, memberikan ganti rugi kepada, atau membebaskan Pemegang Lisensi atas setiap tuntutan yang timbul dari atau terkait dengan Kode Berlisensi Terpisah; dan
- (d) IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tak langsung, tambahan, khusus, biasa, hukuman atau sebab-akibat termasuk, tetapi tidak terbatas pada, kehilangan data, simpanan, dan laba yang terkait dengan Kode Berlisensi Terpisah.

Meskipun terdapat pengecualian-pengecualian ini, di Jerman dan Austria, jaminan dan kewajiban IBM untuk Kode Berlisensi Terpisah diatur hanya oleh syarat masing-masing yang berlaku untuk Jerman dan Austria dalam perjanjian-perjanjian lisensi IBM.

Catatan: IBM dapat memberikan dukungan yang terbatas untuk beberapa Kode Berlisensi Terpisah. Apabila dukungan tersebut tersedia, rincian dan setiap syarat tambahan yang terkait dengan dukungan tersebut akan dicantumkan dalam dokumen Informasi Lisensi.

Berikut ini adalah Kode Berlisensi Terpisah:

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gpxe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyns, libcanberra, libcap-ng, libcgrou, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwncn, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pyobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode,

python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, scc3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, ttmkfd, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

Kode Tinjauan Teknologi (Technology Preview Code)

Kode Tinjauan Teknologi (TPC) dapat dimasukkan atau didistribusikan dengan Program atau pembaruan-pembaruan terhadap Program tetapi bukan merupakan bagian dari Program. TPC dilisensikan berdasarkan syarat-syarat yang sama dengan Program, kecuali sebagaimana dinyatakan di bawah ini. TPC akan diidentifikasi sebagai pembaruan dalam File NOTICES (atau dalam File NOTICES yang telah diperbarui yang menyertai pembaruan-pembaruan). Beberapa atau semua TPC pada umumnya tidak dapat disediakan oleh IBM sebagai atau dalam sebuah produk. Pemegang Lisensi diizinkan untuk menggunakan TPC hanya untuk penggunaan internal untuk tujuan-tujuan evaluasi dan tidak untuk digunakan dalam lingkungan produksi. File NOTICES dapat membatasi penggunaan evaluasi ini sampai periode evaluasi. Apabila demikian, pada akhir periode evaluasi tersebut, Pemegang Lisensi harus berhenti menggunakan dan melepaskan TPC. IBM memberikan TPC tanpa adanya kewajiban dukungan dan "APA ADANYA", TANPA GARANSI APA PUN, SECARA TEGAS ATAU TERSIRAT, TERMASUK, TIDAK TERBATAS PADA, GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU.

Pemegang Lisensi tidak dapat mentransfer TPC kepada pihak lainnya kecuali sebagai transfer yang menyertai Program. TPC dapat berisi alat yang menonaktifkan yang akan membuat TPC tidak dapat digunakan setelah periode evaluasi berakhir. Pemegang Lisensi tidak akan merusak alat yang menonaktifkan ini atau TPC. Pemegang Lisensi sebaiknya melakukan pencegahan untuk mencegah kehilangan data yang mungkin terjadi apabila TPC tidak dapat digunakan kembali.

Syarat-syarat unik Program

1. Hak

1.1. Hak untuk IBM SmartCloud Entry for Flex System

Dalam Pasal 1.1, "Program" mengacu pada IBM SmartCloud Entry for Flex System

Sasis yang Dikelola adalah unit ukuran yang olehnya Program dapat diberi lisensi. Sasis adalah sebuah susunan enclosure dalam bentuk fisik yang memberikan layanan-layanan seperti daya, pendingin, jaringan, berbagai interkoneksi, dan manajemen untuk unsur-unsur TI yang terkait di dalam enclosure. Pemegang Lisensi harus mendapatkan kepemilikan-kepemilikan Sasis yang Dikelola untuk masing-masing Sasis yang dikelola oleh Program.

1.2. Hak untuk IBM SmartCloud Entry for System x dan IBM SmartCloud Entry for System x bundle

Dalam Pasal 1.2, "Program" mengacu pada IBM SmartCloud Entry for System x dan IBM SmartCloud Entry for System x bundle.

Server yang Dikelola adalah unit ukuran yang olehnya Program dapat diberi lisensi. Server adalah komputer dalam bentuk fisik yang terdiri atas unit-unit pemrosesan, memori, dan kemampuan-kemampuan masukan/keluaran dan yang menjalankan prosedur-prosedur, perintah-perintah atau aplikasi-aplikasi yang diminta untuk seorang atau beberapa orang pengguna atau untuk sebuah atau beberapa client device. Apabila rak, blade enclosure, atau peralatan serupa lainnya sedang dijalankan, masing-masing alat dalam bentuk fisik yang dapat dipisahkan (sebagai contoh, blade atau alat yang tersusun dalam rak) yang memiliki komponen-komponen yang diperlukan menganggap dirinya sebagai server yang terpisah. Pemegang Lisensi harus mendapatkan kepemilikan-kepemilikan atas Server yang Dikelola untuk masing-masing server yang dikelola oleh Program. Selain kepemilikan-kepemilikan Server yang Dikelola yang dibutuhkan untuk masing-masing server yang dikelola oleh Program, Pemegang Lisensi harus mendapatkan kepemilikan Server yang Dikelola tambahan untuk masing-masing server yang menjalankan Program.

1.3. Hak untuk IBM SmartCloud Entry for Power dan IBM SmartCloud Entry for Power bundle

Dalam Pasal 1.3, "Program" mengacu pada IBM SmartCloud Entry for Power dan IBM SmartCloud Entry for Power bundle.

Prosesor adalah unit ukuran yang olehnya Program dapat diberi lisensi. Prosesor (biasanya disebut sebagai inti prosesor atau CPU) adalah unit fungsional di dalam alat komputerisasi yang menerjemahkan dan melaksanakan instruksi-instruksi.

Prosesor terdiri atas setidaknya sebuah unit kendali instruksi dan sebuah atau beberapa unit aritmetika atau unit logika. Dengan teknologi beberapa inti, masing-masing inti dianggap sebagai sebuah prosesor.

Hak untuk Program didasarkan pada total jumlah prosesor yang diaktifkan (termasuk prosesor sementara apa pun) pada mesin(-mesin) yang menjalankan Program dan prosesor yang diaktifkan (termasuk prosesor sementara apa pun) pada mesin(-mesin) yang sedang dikelola oleh Program.

2. Hak dan Kewajiban Transfer Program

Syarat-syarat Bagian 1 - Syarat-syarat Umum; Pasal 7. Transfer Program dari Perjanjian ini tidak berlaku dan digantikan oleh hal-hal berikut ini:

Pemegang Lisensi tidak dapat mentransfer Program kepada pihak lainnya. Pemegang Lisensi dapat memindahkan kepemilikan Program, dengan tunduk kepada Bukti Kepemilikan Pemegang Lisensi, ke mesin lainnya di dalam Perusahaan Pemegang Lisensi. Perusahaan adalah setiap badan hukum (termasuk, tetapi tidak terbatas pada, individu, kemitraan atau korporasi) dan Anak-anak Perusahaannya. Anak Perusahaan adalah setiap badan hukum, yang selama itu memiliki lebih dari 50% saham dengan hak suara, atau apabila tidak memiliki saham dengan hak suara, kekuasaan pengambilan keputusannya, dimiliki atau dikendalikan, secara langsung atau tidak langsung, oleh Perusahaan.

Apabila kepemilikan Program dipindahkan ke mesin lainnya di dalam Perusahaan Pemegang Lisensi, penggunaan Program harus tetap diatur oleh Perjanjian ini. Apabila Pemegang Lisensi ingin menggunakan kepemilikan Program pada mesin yang berbeda di dalam Perusahaan Pemegang Lisensi dengan kepemilikan yang berbeda atau lebih besar daripada mesin aslinya, maka Pemegang Lisensi harus mendapatkan kepemilikan yang tepat dari IBM atau pencecernya yang sah dan harus memperbarui kepemilikan Pemegang Lisensi atas pemeliharaan dan dukungan perangkat lunak untuk Program tersebut. Transfer kepemilikan Program ke mesin lainnya di dalam Perusahaan Pemegang Lisensi mengakhiri hak Pemegang Lisensi untuk menggunakan Program pada mesin dari mana kepemilikan Program telah ditransfer.

3. Produk Perangkat Lunak yang Disebarkan

Program ini dapat memungkinkan Pemegang Lisensi untuk menyebarkan perangkat lunak pihak ketiga lainnya dan perangkat lunak IBM lainnya sebagai bagian dari fungsi manajemennya. Penggunaan "Produk Perangkat Lunak yang Disebarkan" oleh Pemegang Lisensi ini diatur oleh syarat dan ketentuan lisensi Produk Perangkat Lunak yang Disebarkan, dan bukan diatur oleh Perjanjian ini. Pemegang Lisensi setuju untuk memperoleh lisensi yang sah untuk menggunakan Produk Perangkat Lunak yang Didelegasikan sejalan dengan Program ini.

4. Layanan Penyelenggaraan Komersial

Meskipun terdapat ketentuan lain yang menetapkan sebaliknya dalam Perjanjian ini, Pemegang Lisensi dapat menggunakan Program untuk menyediakan Layanan Penyelenggaraan Komersial kepada pelanggan pengguna akhirnya ("Pengguna Akhir"), hingga Penggunaan yang Sah oleh Pemegang Lisensi. Layanan Penyelenggaraan Komersial, untuk tujuan Perjanjian ini, didefinisikan sebagai pemrosesan, penyimpanan, jaringan, dan sumber penghitungan fundamental lainnya, yang diberikan kepada seorang atau beberapa Pengguna Akhir. Pemegang Lisensi dapat mensublisensikan Program kepada Para Pengguna Akhir untuk tujuan memanfaatkan Layanan Penyelenggaraan Komersial Pemegang Lisensi. Syarat-syarat sublisensi tersebut pada hakikatnya sama dengan syarat-syarat Perjanjian Lisensi Program Internasional IBM (IPLA), termasuk pemberitahuan dari pihak ketiga; dengan ketentuan bahwa, Pemegang Lisensi tidak dapat memberikan kepada Para Pengguna Akhirnya hak untuk mentransfer, mensublisensikan, menyewakan atau menyewa Program. Selanjutnya, (i) setiap lisensi Pengguna Akhir harus berakhir setelah IBM mengakhiri lisensi IBM Pemegang Lisensi, (ii) Pemegang Lisensi harus memasukkan IBM sebagai penerima manfaat pihak ketiga perjanjian Pemegang Lisensi dengan Pengguna Akhir, dan (iii) Pemegang Lisensi harus memberikan ganti rugi dan membebaskan IBM, para pemasok, dan distributornya dari dan terhadap setiap klaim yang timbul dari penggunaan Pengguna Akhir atas Layanan Penyelenggaraan Komersial Pemegang Lisensi.

5. Perincian Program Pendukung - IBM DB2

Hal-hal berikut ini berlaku untuk penggunaan edisi(-edisi) DB2 IBM yang ditetapkan dalam pasal Program Pendukung pada Informasi tentang Lisensi ini:

- Batasan-batasan Penggunaan: Penggunaan berdasarkan Program Utama

"Penggunaan berdasarkan Program Utama" berarti Program Pendukung diberikan secara eksklusif untuk digunakan berdasarkan Program Utama. Tidak ada satu Pemegang Lisensi atau aplikasi, program, atau alat apa pun yang berhak menggunakan atau mengakses secara langsung layanan-layanan Program Pendukung, kecuali Pemegang Lisensi dapat mengakses Program Pendukung untuk melaksanakan fungsi-fungsi administratif untuk Program Pendukung seperti cadangan, pemulihan, dan konfigurasi yang sah.

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi descritti di seguito sono forniti in licenza in base alle seguenti clausole e condizioni che integrano quelle di IBM Accordo Internazionale di Licenza di Programmi (Form number IBM Z125-3301-14).

Nome Programma: IBM SmartCloud Entry for Flex System, V3.1
Numero Programma: 5765-SF3

Nome Programma: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Numero Programma: 5641-SC4

Nome Programma: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Numero Programma: 5641-SC6

Nome Programma: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Numero Programma: 5641-S31

Nome Programma: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Numero Programma: 5641-S33

Nome Programma: IBM SmartCloud Entry for Power, V3.1
Numero Programma: 5765-SC3

Nome Programma: IBM SmartCloud Entry for Power bundle, V3.1
Numero Programma: 5765-SB3

Nome Programma: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Numero Programma: 5641-SB1

Nome Programma: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Numero Programma: 5641-SB3

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Programmi di Supporto

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Di seguito i Programmi di Supporto concessi in licenza con il Programma:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3

- IBM Systems Director Standard Edition for IBM x86, V6.3

- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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Disposizioni specifiche al Programma

1. Autorizzazione

1.1. Autorizzazione per IBM SmartCloud Entry for Flex System

Nella Sezione 1.1, per "Programma" si intende IBM SmartCloud Entry for Flex System

Un Chassis Gestito è l'unità di misura per cui il Programma può essere concesso in licenza. Un Chassis è una struttura enclosure fisica che offre servizi come alimentazione, raffreddamento, interconnessioni varie e gestione per elementi IT che si inseriscono nell'enclosure. Il licenziatario deve ottenere titolarità per Chassis Gestito per ogni Chassis gestito dal Programma.

1.2. Autorizzazione per il pacchetto IBM SmartCloud Entry for System x ed IBM SmartCloud Entry for System x

Nella Sezione 1.2, per "Programma" si intende il pacchetto IBM SmartCloud Entry for System x ed IBM SmartCloud Entry for System x.

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1.3. Autorizzazione per il pacchetto IBM SmartCloud Entry for Power ed IBM SmartCloud Entry for Power

Nella Sezione 1.3, per "Programma" si intende IBM SmartCloud Entry for Power e il pacchetto IBM SmartCloud Entry for Power.

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L'autorizzazione per il Programma si basa sul numero di processori attivati totali (inclusi i processori temporanei) sulle macchine che eseguono il Programma e i processori attivati (inclusi i processori temporanei) sulle macchine gestite dal Programma.

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プログラム番号: 5765-SF3

プログラム名: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

プログラム番号: 5641-SC4

プログラム名: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

プログラム番号: 5641-SC6

プログラム名: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

プログラム番号: 5641-S31

プログラム名: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

プログラム番号: 5641-S33

プログラム名: IBM SmartCloud Entry for Power, V3.1

プログラム番号: 5765-SC3

プログラム名: IBM SmartCloud Entry for Power bundle, V3.1

プログラム番号: 5765-SB3

プログラム名: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

プログラム番号: 5641-SB1

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IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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- (b) IBM は、別途使用許諾されるコードに関して、法律上の瑕疵担保責任を含め、第三者の権利の不侵害の保証、商品性の保証、特定目的適合性の保証、権原の保証を含むすべての明示または黙示のいかなる保証責任も負わないものとします。
- (c) IBM は、別途使用許諾されるコードに起因する、または別途使用許諾されるコードに関するいかなる請求についても、ライセンシーを防御することなく、ライセンシーに対していかなる賠償責任または補償責任も負わないものとします。
- (d) IBM は、データの喪失、節約すべかりし費用および逸失利益など別途使用許諾されるコードに関するいかなる直接的、間接的、特別、偶発的、懲罰的、あるいは結果的損害に対しても責任を負わないものとします。

ドイツおよびオーストリアにおいては、これらの免責にかかわらず、「別途使用許諾されるコード」に対する IBM の保証および賠償責任は、IBM 使用許諾条件中のドイツおよびオーストリアに適用されるそれぞれの条項にのみ従うものとします。

注: IBM は、別途使用許諾されるコードに対して、制限付きサポートを提供する場合があります。かかるサポートが提供される場合、そのサポートに関わる詳細、および追加の使用条件は、本ライセンス情報に記載されるものとします。

以下は、別途使用許諾されるコードです。

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gpxe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasynens, libcanberra, libcap-ng, libcgroup, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnck, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, sce3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, ttmkfsdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgbios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcpiutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JAACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JAACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

テクノロジー・プレビュー・コード

テクノロジー・プレビュー・コード (以下「TPC」といいます。)は「プログラム」または「プログラム」の更新版に含まれるか、それらにより配布されますが、「プログラム」の一部ではありません。TPCは、以下に規定がある場合を除き、「プログラム」と同じ条件で使用許諾されます。TPCは、Notices File (または更新版に付随する更新された Notices File) で特定されます。IBMは、TPC またはその一部を、一般的に利用可能な製品またはその一部として発表しない場合があります。ライセンサーは、実稼働環境での使用ではなく、社内評価を行う目的にのみ、TPCを使用することができます。Notices Fileにおいて、当該評価目的での使用を評価期間に限定する場合があります。その場合、ライセンサーは、かかる評価期間終了時に TPC の使用を停止し、アンインストールするものとします。IBMは、TPCをサポート義務を負わずに現存のままの状態を提供し、法律上の瑕疵担保責任を含め、権原の保証、第三者の権利の不侵害の保証、商品性の保証、特定目的適合性の保証を含む明示または黙示のいかなる保証責任も負わないものとします。

ライセンサーは、プログラムに付随して移転する場合を除き、TPC を第三者に移転することはできません。TPC には、評価期間終了後の使用を防ぐ使用停止デバイスが含まれています。ライセンサーは、本使用停止デバイスまたは TPC を改ざんしないものとします。ライセンサーは、TPC が使用できなくなった場合に生ずるデータの喪失を防ぐ予防措置を講じるものとします。

特記事項

1. 使用許諾

1.1. IBM SmartCloud Entry for Flex System の使用許諾

1.1 項において「プログラム」とは、IBM SmartCloud Entry for Flex System のことです。

管理対象シャーシは、「プログラム」が使用許諾される際の算定単位です。シャーシとは、筐体の内部にある IT 部品に対して電源供給、冷却、ネットワーク、各種相互接続、および管理などのサービスを提供する、物理的な筐体の構造体です。ライセンサーは、「プログラム」が管理するシャーシごとに、管理対象シャーシの使用権を取得するものとします。

1.2. IBM SmartCloud Entry for System x および IBM SmartCloud Entry for System x のバンドルの使用許諾

1.2 項において「プログラム」とは、IBM SmartCloud Entry for System x および IBM SmartCloud Entry for System x のバンドルのことです。

管理対象サーバーは、「プログラム」が使用許諾される際の算定単位です。サーバーとは、処理装置、メモリーおよび入出力機能から構成され、1 人もしくは複数のユーザー、もしくは 1 つまたは複数のクライアント・デバイスが要求するプロセス、コマンドまたはアプリケーションを実行する物理コンピューターをいいます。ラック、ブレード筐体、または他の類似の装置が使用されている場合、必要なコンポーネントを持つ分離可能な各物理デバイス (例えば、ブレードまたはラック・マウントのデバイス) は、それ自体が個別のサーバーと見なされます。ライセンサーは、「プログラム」が管理するサーバーごとに、管理対象サーバーの使用権を取得するものとします。ライセンサーは、「プログラム」が管理するそれぞれのサーバーに必要な管理対象サーバーの使用権に加え、「プログラム」を実行するそれぞれのサーバーに対しても管理対象サーバーの使用権を追加で取得するものとします。

1.3. IBM SmartCloud Entry for Power および IBM SmartCloud Entry for Power のバンドルの使用許諾

1.3 項において「プログラム」とは、IBM SmartCloud Entry for Power および IBM SmartCloud Entry for Power のバンドルのことです。

プロセッサは、「プログラム」が使用許諾される際の算定単位です。「プロセッサ」(一般にプロセッサ・コアまたは CPU と呼ばれます。)は、指示を解釈し実行するコンピューター・デバイス内の機能単位です。1つのプロセッサは、少なくとも1つの命令制御装置および1つ以上の演算装置または論理装置によって構成されています。マルチコア・テクノロジーでは、それぞれのコアはプロセッサとしてみなされます。

「プログラム」の使用許諾は、「プログラム」が稼働している機械上のアクティブなプロセッサ数(一時的なプロセッサを含みます。)および「プログラム」が管理する機械上のアクティブなプロセッサ数(一時的なプロセッサを含みます。)の合計数に基づいて設定されます。

2. 「プログラム」に対する権利および義務の移転

「プログラムのご使用条件」の第1章- 共通条項 の第7条「プログラムの移転」は適用されず、以下に置き換えられます。

ライセンシーは、「プログラム」を第三者に移転することはできません。ライセンシーは、保有するライセンス証書に従って、ライセンシーの企業グループ内の別の機械に「プログラム」の使用権を移動することができます。企業グループとは、任意の法人(個人、パートナーシップ、あるいは株式会社を含みますが、これらに限りません。)およびその子会社です。子会社とは、企業グループが、議決権付株式または持分の過半数を直接または間接に保有または支配する法人格を有する者、あるいは議決権付株式がない場合、意思決定権を直接または間接に保有もしくは支配する法人格を有する者です。

「プログラム」の使用権をライセンシーの企業グループ内の別の機械に移動する場合も、「プログラム」は本使用条件に従って使用するものとします。ライセンシーは、ライセンシーの企業グループ内の別の機械上で、元の機械とは異なる、または元の機械より大きな権限で「プログラム」の使用権を使用する場合、IBM または IBM 認定ビジネス・パートナーから適切な使用権を取得し、かかる「プログラム」のソフトウェア・メンテナンスならびにサポートの使用権をアップデートしてください。「プログラム」の使用権をライセンシーの企業グループ内の別の機械に移転する場合、移転元の機械上でのライセンシーの「プログラム」の使用権は終了するものとします。

3. Deployed Software Products

「プログラム」によりライセンシーは、その管理機能の一部として、その他の第三者ソフトウェアおよび IBM ソフトウェアを展開することができます。ライセンシーによるこれらの「Deployed Software Products」の使用は、その Deployed Software Product の使用許諾が適用され、本使用条件は適用されません。ライセンシーは、「プログラム」と共に Deployed Software Product を使用するために有効な使用許諾を持つものとします。

4. コマーシャル・ホスティング・サービス

本契約のこれと異なる条項にかかわらず、ライセンサーは、ライセンサーの許諾を得た使用の範囲で、コマーシャル・ホスティング・サービスのエンド・ユーザー・カスタマー（以下「エンド・ユーザー」といいます。）にコマーシャル・ホスティング・サービスを提供する目的で「プログラム」を使用することができます。本契約において、コマーシャル・ホスティング・サービスは、単一または複数のエンド・ユーザーに提供されたプロセッシング、ストレージ、ネットワークおよびその他の基本的コンピューター・リソースとして定義されます。ライセンサーは、もっぱらライセンサーのコマーシャル・ホスティング・サービスを利用するためだけに、エンド・ユーザーに対して「プログラム」にサブライセンスを許諾することができます。かかるサブライセンスの条項は、第三者の特記事項を含み、実質上 IBM プログラムのご使用条件 (IPLA) の条項と同様のものとします。ただし、ライセンサーは、そのエンド・ユーザーに「プログラム」を移転、サブライセンスを許諾、賃借または賃貸する権利は付与しません。また、(i) それぞれのエンド・ユーザーの使用権は、ライセンサーに対する IBM の使用権の期間満了により終了し、(ii) ライセンサーは、ライセンサーによるエンド・ユーザーへの使用条件の第三者の受益者として IBM を含む必要があり、(iii) ライセンサーは、ライセンサーのコマーシャル・ホスティング・サービスをエンドユーザーが使用したことにより生ずる一切の損害に対する申し立てに対し IBM、IBM のサプライヤーおよびディストリビューターを補償し無害に保ちます。

5. 従プログラムの詳細 - IBM DB2

以下は、本ライセンス情報の従プログラムの項で規定される版の IBM DB2 の使用に適用されます。

• 使用制限: 主プログラムによる使用

「主プログラムによる使用」とは、従プログラムが、主プログラムによる使用のためにのみ提供されることを意味します。ライセンサーおよびすべてのアプリケーション、プログラム、またはデバイスのいずれも従プログラムの直接の使用またはアクセスが許可されていません。ただし、ライセンサーは、バックアップ、リカバリー、および許可された構成などの従プログラムの管理業務を実行するためにのみ従プログラムにアクセスすることができます。

라이선스 정보

아래에 나열된 프로그램은 IBM 국제 프로그램 라이선스 계약 (IBM 문서 번호 Z125-3301-14) 외에 다음 조건에 의거하여 라이선스가 부여됩니다.

프로그램 이름: IBM SmartCloud Entry for Flex System, V3.1
프로그램 번호: 5765-SF3

프로그램 이름: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
프로그램 번호: 5641-SC4

프로그램 이름: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
프로그램 번호: 5641-SC6

프로그램 이름: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
프로그램 번호: 5641-S31

프로그램 이름: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
프로그램 번호: 5641-S33

프로그램 이름: IBM SmartCloud Entry for Power, V3.1
프로그램 번호: 5765-SC3

프로그램 이름: IBM SmartCloud Entry for Power bundle, V3.1
프로그램 번호: 5765-SB3

프로그램 이름: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
프로그램 번호: 5641-SB1

프로그램 이름: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
프로그램 번호: 5641-SB3

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체적으로 명시하지 않는 한, 본 프로그램을 사용하여 상업용 IT 서비스를 제3자에게 제공하거나 상업용 호스팅 또는 시분할을 제공하거나 본 프로그램을 재라이선스, 임대 또는 리스할 수 없습니다. 추가 사용료를 지불한 경우 또는 다른 조항이나 보충 조항에 의거하여, 라이선스 사용자에게 추가적인 권리가 제공될 수 있습니다. IBM은 라이선스 사용자에게 이러한 추가적인 권리를 부여할지 여부를 결정하는 권리를 보유합니다.

프로그램의 명세는 프로그램 발표 문서의 종합적인 설명 및 기술 정보 절에서 확인할 수 있습니다.

보조 프로그램

본 프로그램은 다중 제품 패키지로 라이선스가 부여되며 본 프로그램에는 아래 보조 프로그램이 포함되어 있습니다. 라이선스 사용자는 본 계약 및 본 프로그램 라이선스 증서의 제한 범위 내에서(본 라이선스 정보 문서에서 더 많은 권리를 제공한 경우는 제외) 주 프로그램의 사용을 지원하기 위해서만 해당 보조 프로그램을 설치하고 사용할 수 있습니다. "사용을 지원하기 위해"에서 사용이란 라이선스가 부여된 주 프로그램 또는 다른 보조 프로그램을 사용하는 데 필요하거나 직접적으로 관련이 있는 사용만 의미합니다. 기타 다른 용도를 위해서는 보조 프로그램을 사용할 수 없습니다. 라이선스 사용자는 주 프로그램과 별도로 보조 프로그램을 양도하거나 재판매할 수 없습니다. 보조 프로그램에는 라이선스 조항이 포함되어 있을 수 있으며 라이선스 사용자가 보조 프로그램을 사용하는 경우 해당 조항이 적용됩니다. 계약 조항이 상충하는 경우에는 라이선스 정보 문서의 조항이 보조 프로그램 조항에 우선하여 적용됩니다. 본 프로그램에 대한 사용 권한이 만료되거나 해지된 경우, 라이선스 사용자는 보조 프로그램의 모든 사본을 사용 중단하거나 파괴하거나 프로그램 구입처에 즉시 반환해야 합니다. 라이선스 사용자가 보조 프로그램을 다운로드한 경우에는 프로그램 구입처에 연락해야 합니다. 상기한 제한 범위를 넘어서 보조 프로그램을 사용하고자 하는 경우에는 IBM 판매 담당자나 프로그램 구입처에 문의하여 필요한 라이선스를 취득해야 합니다.

본 프로그램과 함께 라이선스가 부여된 보조 프로그램은 다음과 같습니다.

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

별도로 라이선스가 부여된 코드

본 조항의 규정은 본 라이선스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 나열된 각 구성요소는 "별도로 라이선스가 부여된 코드"로 간주됩니다. IBM은 라이선스 사용자에게 본 프로그램의 NON_IBM_LICENSE 파일에서 명시한 해당 제3자 라이선스 계약의 조항에 의거하여 별도로 라이선스가 부여된 코드를 제공합니다. 본 계약

또는 라이선스 사용자와 IBM 간의 기타 모든 계약의 조항에도 불구하고, 아래에서 달리 명시하지 않는 한 별도로 라이선스가 부여된 코드의 사용에 대해서는 이러한 제3자 라이선스 계약의 조항이 적용됩니다.

향후 프로그램의 업데이트나 수정판에는 추가된 별도로 라이선스가 부여된 코드가 포함될 수 있습니다. 이와 같이 추가된 별도로 라이선스가 부여된 코드 및 관련 라이선스는 본 프로그램의 업데이트 또는 수정판에 있는 다른 NON_IBM_LICENSE 파일에 명시됩니다. 라이선스 사용자는 NON_IBM_LICENSE 파일에 들어 있는 라이선스 계약을 읽고 이에 동의했음을 인정합니다. 라이선스 사용자가 이러한 제3자 라이선스 계약의 조항에 동의하지 않으면 별도로 라이선스가 부여된 코드를 사용할 수 없습니다.

국제 프로그램 라이선스 계약(IPLA)이나 무보증 프로그램에 대한 국제 프로그램 라이선스 계약(ILAN)에 의거하여 취득한 프로그램의 경우 그리고 라이선스 사용자가 본 프로그램의 최초 라이선스 사용자인 경우, 라이선스 사용자가 제3자 라이선스 계약에 동의하지 않으면 IPLA 또는 ILAN IBM 계약에 명시된 "환불 보증" 조항에 따라 명시된 기간 내에 프로그램을 반환할 수 있습니다.

주: 제3자 라이선스 계약, 본 계약 또는 라이선스 사용자와 IBM 간의 기타 모든 계약의 조건에도 불구하고, 다음 조건이 적용됩니다.

- (a) IBM은 일체의 보증없이 별도로 라이선스가 부여된 코드를 라이선스 사용자에게 제공합니다.
- (b) IBM은 별도로 라이선스가 부여된 코드에 대한 소유권, 타인의 권리 비침해에 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.
- (c) IBM은 별도로 라이선스가 부여된 코드와 관련된 어떠한 배상 청구에 대해서도 라이선스 사용자에게 대해 책임을 지거나 라이선스 사용자를 방어하거나 면책하지 않습니다.
- (d) IBM은 별도로 라이선스가 부여된 코드와 관련하여 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여, 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

이러한 제외사항에도 불구하고, 독일과 오스트리아의 경우에는 별도로 라이선스가 부여된 코드에 대한 IBM의 보증 및 책임과 관련하여 IBM 라이선스 계약 조항 중 독일과 오스트리아에 적용할 수 있는 개별 조항만 적용합니다.

주: IBM은 별도로 라이선스가 부여된 코드 일부에 대하여 제한적인 지원을 제공할 수 있습니다. 이러한 지원이 제공되는 경우에는 라이선스 정보 문서에 자세한 지원 사항과 추가 조항을 명시합니다.

다음은 별도로 라이선스가 부여된 코드입니다.

acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyncns, libcanberra, libcap-ng, libccgroup, libdaemon, libcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage,

libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnc, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, portreserve, procps, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, sce3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, ssmtp, startup-notification, strongswan, sysvinit, texinfo, ttmkfsdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptiutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4
python-amqplib 0.6.1, python-websocketify 0.2.0

기술 프리뷰 코드(Technology Preview Code)

기술 프리뷰 코드(TPC)는 본 프로그램 또는 본 프로그램의 업데이트에 포함되어 있거나 함께 배포될 수 있지만 프로그램의 일부는 아닙니다. 기술 프리뷰 코드는 아래에서 명시한 경우를 제외하고는 본 프로그램과 동일한 조항에 준하여 라이선스가 부여됩니다. 기술 프리뷰 코드는 주의사항 파일(Notices File)(또는 업데이트에 포함되는 갱신된 주의사항 파일)에서 찾을 수 있습니다. 기술 프리뷰 코드의 전체 또는 일부는 GA(generally available)되지 않을 수도 있습니다. 라이선스 사용자는 프로그램 평가를 위한 내부적인 용도로만 기술 프리뷰 코드를 사용할 수 있으며 프로덕션 환경에는 사용할 수 없습니다. 주의사항 파일에 의해 이러한 평가 용도의 사용은 평가 기간으로 제한될 수 있습니다. 이 경우, 평가 기간이 종료되면 기술 프리뷰 코드의 사용을 중단하고 기술 프리뷰 코드를 설치 제거해야 합니다. IBM은 소유권, 타인의 권리 침해 또는 비간섭에 대한 보증, 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증 및 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 없이, 기술 프리뷰 코드를 지원 서비스가 제공되지 않는 "현 상태대로" 제공합니다.

라이선스 사용자는 본 프로그램이 포함된 양도의 경우를 제외하고는 제3자에게 기술 프리뷰 코드를 양도할 수 없습니다. 기술 프리뷰 코드에는 평가 기간이 종료된 후에는 사용할 수 없도록 하는 기능 억제 장치가 포함되어 있습니다. 라이선스 사용자는 기능 억제 장치나 기술 프리뷰 코드를 무단으로 변경할 수 없습니다. 기술 프리뷰 코드를 더 이상 사용할 수 없는 경우 데이터가 유실되지 않도록 사전 조치를 취해야 합니다.

프로그램 고유 조항

1. 권한

1.1. IBM SmartCloud Entry for Flex System에 대한 권한

제1.1조의 본 "프로그램"은 IBM SmartCloud Entry for Flex System을 의미합니다.

관리 대상 새시는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 새시는 엔클로저 내부를 연결하는 IT 요소에 대한 관리, 전원, 냉방, 네트워킹, 다양한 상호 연결 등의 서비스를 제공하는 물리적 엔클로저 구조입니다. 라이선스 사용자는 본 프로그램에서 관리하는 각 새시에 대한 관리 대상 새시 권한을 취득해야 합니다.

1.2. IBM SmartCloud Entry for System x 및 IBM SmartCloud Entry for System x 번들에 대한 권한

제1.2조의 본 "프로그램"은 IBM SmartCloud Entry for System x 및 IBM SmartCloud Entry for System x 번들을 의미합니다.

관리 대상 서버는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 서버는 프로세싱 유닛, 메모리 및 입/출력 기능으로 구성되고 하나 이상의 사용자나 클라이언트 디바이스에 대해 요청된 프로세서, 명령 또는 애플리케이션을 실행하는 물리적 컴퓨터입니다. 랙, 블레이드 엔클로저 또는 기타 유사한 장치를 사용하는 경우, 필수 구성요소가 포함된 분리 가능한 각 물리적 디바이스(예: 블레이드, 랙 마운트 디바이스 등)는 그 자체가 개별적인 하나의 서버로 간주됩니다. 라이선스 사용자는 본 프로그램에서 관리하는 각 서버에 대한 관리 대상 서버 권한을 취득해야 합니다. 본 프로그램에서 관리하는 각 서버에 대한 관리 대상 서버(Managed Server) 권한에 추가하여, 라이선스 사용자는 본 프로그램을 실행 중인 각 서버에 대한 관리 대상 서버 권한도 추가로 취득해야 합니다.

1.3. IBM SmartCloud Entry for Power 및 IBM SmartCloud Entry for Power 번들에 대한 권한

제1.3조의 "프로그램"은 IBM SmartCloud Entry for Power 및 IBM SmartCloud Entry for Power 번들을 의미합니다.

프로세서는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 프로세서(일반적으로 프로세서 코어 또는 CPU라 함)는 명령을 해석하고 실행하는 컴퓨팅 디바이스의 기능적 단위입니다. 프로세서는 최소 하나의 명령 제어 장치와 하나 이상의 산술 또는 논리 장치로 구성됩니다. 멀티 코어 기술의 각 코어는 하나의 프로세서로 간주됩니다.

본 프로그램에 대한 권한은 본 프로그램을 실행 중인 기계의 활성 프로세서(임시 프로세서 포함)와 본 프로그램에서 관리 중인 기계의 활성 프로세서(임시 프로세서 포함)의 총 수에 따라 다릅니다.

2. 프로그램 권리 및 의무의 이전

본 계약의 제 1 부 - 일반 조항 7. 프로그램 양도 조항은 적용되지 않으며 다음 조항으로 대체됩니다.

라이선스 사용자는 본 프로그램을 제3자에게 양도할 수 없습니다. 라이선스 사용자는 라이선스 증서에 의거하여 자신의 기업집단 내에서 본 프로그램 권한을 다른 기계로 이동할 수 있습니다. 기업집단이란 법인(개인, 파트너쉽 또는 기업 포함) 및 해당 법인의 계열사를 말합니다. 계열사란, 의결권주(voting stock), 혹은 의결권주가 없는 경우 의결권(decision-making power)의 50%를 초과하는 부분을 기업집단이 소유하거나, 기업집단이 이를 직접 또는 간접적으로 지배하는 법인을 말합니다.

본 프로그램 권한을 라이선스 사용자의 기업집단 내에서 다른 기계로 이동해도 본 계약은 프로그램 사용에 대하여 계속 적용됩니다. 라이선스 사용자가 원래 기계보다 더 많거나 상이한 권한이 있는 라이선스 사용자의 기업집단 내의 다른 기계에서 본 프로그램 권한을 사용하고자 하는 경우, 라이선스 사용자는 IBM이나 인가된 리셀러로부터 필요한 권한을 취득해야 하고, 그러한 프로그램에 대한 소프트웨어 유지보수 및 지원 서비스에 대한 라이선스 사용자의 권한을 업데이트해야 합니다. 라이선스 사용자의 기업집단 내에서 본 프로그램 권한을 다른 기계로 이전하는 경우, 본 프로그램 권한이 있던 기존의 기계에서 본 프로그램을 사용할 수 있는 라이선스 사용자의 권한은 해지됩니다.

3. 배치 소프트웨어 제품

본 프로그램으로 라이선스 사용자는 관리 기능의 일부로 다른 제3자 소프트웨어 및 다른 IBM 소프트웨어를 전개할 수 있습니다. 이러한 "배치 소프트웨어 제품"을 사용하는 경우에는 본 계약이 아닌, 해당 배치 소프트웨어 제품 라이선스의 조건이 적용됩니다. 라이선스 사용자는 본 프로그램과 연계해서 전개 소프트웨어 제품을 사용할 수 있는 유효한 라이선스를 보유한다는 것에 동의합니다.

4. 상업 호스팅 서비스

본 계약의 상반되는 조항에도 불구하고, 라이선스 사용자는 라이선스 사용자의 허가된 사용 범위 내에서 본 프로그램을 사용하여 최종 사용자 고객(이하 "최종 사용자")에게 상업 호스팅 서비스를 제공할 수 있습니다. 본 계약의 목적상, 상업 호스팅 서비스란 단일 또는 다수의 최종 사용자에게 제공되는 프로세싱, 스토리지, 네트워크 및 기타 기본 컴퓨팅 자원을 의미합니다. 라이선스 사용자는 라이선스 사용자의 상업 호스팅 서비스를 이용하기 위한 목적으로만 최종 사용자에게 본 프로그램을 재라이선스할 수 있습니다. 재라이선스 조항은 제3자 주의사항을 포함한 IBM 국제 프로그램 라이선스 계약(IPLA)의 조항과 실질적으로 유사하여야 합니다. 단, 라이선스 사용자는 최종 사용자에게 본 프로그램을 양도, 재라이선스, 임대 또는 리스할 수 있는 권리를 부여할 수 없습니다. 또한 (i) 라이선스 사용자의 IBM 라이선스가 해지되면 각 최종 사용자의 라이선스를 해지해야 하며 (ii) 라이선스 사용자는 IBM을 라이선스 사용자와 최종 사용자와의 계약에 대한 제3의 수혜자로 포함해야 하고 (iii) 라이선스 사용자는 최종 사용자가 라이선스 사용자의 상업 호스팅 서비스를 이용하여 발생한 모든 배상 청구에서 IBM, IBM 공급자 및 디스트리뷰터를 면책하고 손해가 없도록 보호해야 합니다.

5. 보조 프로그램 세부사항 - IBM DB2

본 라이선스 정보의 보조 프로그램 조항에 명시된 IBM DB2 에디션을 사용하는 경우 다음 조항이 적용됩니다.

- 사용 제한사항: 주 프로그램(Principal Program)에 의한 사용

"주 프로그램에 의한 사용"이란 보조 프로그램이 주 프로그램에 의해 사용되는 목적으로만 제공된다는 것을 의미합니다. 라이선스 사용자가 보조 프로그램에 액세스하여 백업, 복구, 허가된 구성 등의 보조 프로그램에 대한 관리 기능을 수행하는 경우를 제외하고, 라이선스 사용자 및 모든 애플리케이션, 프로그램 또는 디바이스는 보조 프로그램의 서비스를 직접 사용하거나 액세스할 수 없습니다.

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias ir IBM Tarptautinė programos licencinė sutartis sąlygas (IBM formos numeris Z125-3301-14).

Programos pavadinimas: IBM SmartCloud Entry for Flex System, V3.1

Programos numeris: 5765-SF3

Programos pavadinimas: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

Programos numeris: 5641-SC4

Programos pavadinimas: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

Programos numeris: 5641-SC6

Programos pavadinimas: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

Programos numeris: 5641-S31

Programos pavadinimas: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

Programos numeris: 5641-S33

Programos pavadinimas: IBM SmartCloud Entry for Power, V3.1

Programos numeris: 5765-SC3

Programos pavadinimas: IBM SmartCloud Entry for Power bundle, V3.1

Programos numeris: 5765-SB3

Programos pavadinimas: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

Programos numeris: 5641-SB1

Programos pavadinimas: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

Programos numeris: 5641-SB3

Kaip nurodyta Tarptautinėje programos licencinėje sutartyje (IPLA) ir šioje Licencijos informacijoje, IBM suteikia licenciatui ribotą teisę naudoti Programą. Ši teisė apsiriboja Įgaliotojo naudojimo lygiu, pvz., Procesoriaus vertės vieneto (PVV), Vertės vieneto (VV) ar kitu nurodytu naudojimo lygiu, apmokamu Licenciatui ir nurodytu Teisių suteikimo dokumente. Licenciatui naudojimas taip pat gali būti apribotas tik nurodytame kompiuteryje ar tik kaip Pagalbinės programos, ar taikant kitus apribojimus. Kai Licenciatas nėra sumokėjęs už visą Programos ekonominę vertę, joks kitas naudojimas neleidžiamas nemokant papildomų mokesčių. Be to, kaip nurodyta IPLA, Licenciatas neturi teisės naudoti Programos komercinėms

IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstą, teikti antrinę Programos licenciją ar ją nuomoti, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokesčių ar pagal kitas papildomas sąlygas. IBM pasilieka teisę nuspręsti, ar Licenciatas galės pasinaudoti tokiomis papildomomis teisėmis.

Programos specifikacijas galima rasti Programos pranešimų bendruosiuose Aprašo ir techninės informacijos skyriuose.

Pagalbinės programos

Programa yra licencijuojama kaip kelių produktų paketas ir apima toliau nurodytas Pagalbinės programos. Licenciatas įgaliotas diegti ir naudoti tokias Pagalbinės programos tik Licenciatas Pagrindinės programos naudojimui palaikyti pagal šią Sutartį, kaip nurodyta Programos Teisių suteikimo dokumente (nebent šiame Licencijos informacijos dokumente yra suteiktos platesnės teisės). Frazė „palaikyti Licenciatas naudojimą“ apima tik tą naudojimą, kuris reikalingas ar kitaip tiesiogiai susijęs su Pagrindinės ar kitos Pagalbinės Programos licencijuotu naudojimu. Pagalbinių programų negalima naudoti jokiai kitam tikslui. Licenciatas nėra įgaliotas perduoti arba perparduoti Pagalbinių programų atskirai nuo Pagrindinės Programos. Pagalbinė programa gali būti pateikiama su licencijos sąlygomis ir šios sąlygos, jei tokių yra, taikomos Pagalbinę programą naudojančiam Licenciatui. Įvykus ginčui šiame Licencijos informacijos dokumente pateiktos sąlygos pakeičia Pagalbinės programos sąlygas. Kai Licenciatas teisę naudoti Programą baigiasi arba nutraukiama, Licenciatas privalo nutraukti naudojimą, sunaikinti arba nedelsdamas grąžinti visas Pagalbinių Programų kopijas šaliai, iš kurios Licenciatas įsigijo Programą. Jeigu Licenciatas Pagalbinės Programos atsisuntė, jis turi susisiekti su šalimi, iš kurios Licenciatas įsigijo Programą. Jei Licenciatas nori licencijuoti Pagalbinės programos naudoti ilgiau, nei nurodyta anksčiau, norėdami gauti atitinkamą licenciją, kreipkitės į IBM pardavimo atstovą arba šalį, iš kurios Licenciatas įsigijo Programą.

Toliau išvardytos kartu su Programa licencijuotos Pagalbinės programos:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Atskirai licencijuotas kodas

Šios dalies nuostatos netaikomos ta apimtimi, kai jos laikomos negaliojančios arba netaikytinos atsižvelgiant į įstatymą, kuriuo remiasi ši licencija. Visi toliau išvardyti komponentai vadinami „Atskirai licencijuotu kodu“. IBM Atskirai licencijuotas kodas yra licencijuotas Licenciatui remiantis taikomomis trečiosios šalies licencijos sutarties (-čių) sąlygomis, kurios išdėstytos

kartu su Programa pateikiamame faile (-uose) NON_IBM_LICENSE. Nepaisant šios Sutarties sąlygų arba kitos sutarties, kurią Licenciatas gali turėti su IBM, tokios trečiosios šalies licencijos sutarties (-čių) sąlygos, jei toliau nenurodyta kitaip, apibrėžia, kaip naudoti visus Licenciatu Atskirai licencijuotus kodus.

Būsimouose Programos naujinimuose arba taisymuose gali būti papildomų Atskirai licencijuotų kodų. Tokie papildomi Atskirai licencijuoti kodai ir susijusios licencijos išvardijami kitame NON_IBM_LICENSE faile, kuris pateikiamas su Programos naujinimu arba taisymu. Licenciatas patvirtina, kad Licenciatas perskaitė ir sutinka su licencijos sutartimis, kurios yra NON_IBM_LICENSE faile (-uose). Jei Licenciatas nesutinka su šiomis trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas negali naudoti Atskirai licencijuoto kodo.

Jei Programos įsigyta pagal Tarptautinę programos licencijos sutartį („IPLA“) arba Tarptautinę programos licencijos sutartį, skirtą negarantinei programai („ILAN“) ir Licenciatas yra pradinis Programos licenciatas, jei licenciatas nesutinka su trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas turi grąžinti Programą pagal IPLA arba ILAN IBM sutarties „Pinigų grąžinimo garantijos“ skyriuje nurodytą laiką ir sąlygas.

Pastaba: nepaisant jokių trečiosios šalies sutarties, Sutarties ar kitos sutarties, kurią Licenciatas gali sudaryti su IBM, sąlygų:

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(b) IBM PANEIGIA BET KOKIAS IR VISAS SU ATSKIRAI LICENCIJUOTU KODU SUSIJUSIAS APIBRĖŽTAS IR NUMANOMAS GARANTIJAS IR SĄLYGAS, ĮSKAITANT, BET NEAPSIRIBOJANT, PAVADINIMO, NEPAŽEIDŽIAMUMO AR ĮSIKIŠIMO GARANTIJAS IR NUMANOMAS TINKAMUMO PREKYBAI IR TAM TIKRAM TIKSLUI GARANTIJAS BEI SĄLYGAS;

(c) IBM nėra įsipareigoję Licenciatui ir negins, neatlygins žalos ar nelaikys nekaltu dėl visų ieškinių, tiesiogiai arba netiesiogiai susijusių su Atskirai licencijuotu kodu; ir

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Toliau išvardyti Atskirai licencijuoti kodai:

acl, acpid, als-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib,

device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hives, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasynens, libcanberra, libcap-ng, libcgrou, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libidn, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnc, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, s3e3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, smst, startup-notification, strongswan, sysvinit, texinfo, tmkfd, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgbios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptuil 0.5.6, 7Zip 4.64, Tivco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

Technologijos peržiūros kodas

Technologijos peržiūros kodas (TPK) gali būti įtrauktas į Programą ar jos naujinimus arba platinamas su jais, bet jis nėra Programos dalis. TPK licencijuojamas pagal tas pačias sąlygas kaip ir Programa, išskyrus toliau nurodytus atvejus. TPK bus nustatytas Pastabų faile (arba atnaujintame Pastabų faile prie naujinimų). IBM negali padaryti dalies arba viso TPK visiems pasiekiamo kaip produkto arba produkte. Licenciatui leidžiama naudoti TPK tik vidinio vertinimo tikslais, bet ne naudoti gamybos aplinkoje. Pastabų faile gali būti nurodytas šio vertinimo naudojimo vertinimo laikotarpis. Jei taip, pasibaigus tokiam vertinimo laikotarpiui Licenciatas privalo nebenaudoti TPK ir pašalinti jo įdiegtį. IBM pateikia TPK be palaikymo išpareigojimo ir TOKI, KOKS YRA, NESUTEIKDAMA JOKIOS APIBRĖŽTOS AR NUMANOMOS GARANTIJOS, ĮSKAITANT, BET NEAPSIRIBOJANT, PAVADINIMO, NEPAŽEIDŽIAMUMO AR NEĮSIKIŠIMO GARANTIJAS IR NUMANOMAS TINKAMUMO PREKYBAI IR TAM TIKRAM TIKSLUI GARANTIJAS IR SĄLYGAS.

Licenciatas negali perduoti TPK kitai šaliai, išskyrus kai jis perduodamas kartu su Programa. TPK gali būti išjungimo įrenginys, kuris apsaugos jį nuo naudojimo, pasibaigus vertinimo laikotarpiui. Licenciatas nelines šio išjungimo įrenginio ir nekeis TPK. Licenciatas turi imtis atsargumo priemonių, kad neprarastų duomenų tada, kai TPK nebebus galima naudoti.

Unikalios programos sąlygos

1. Įgaliojimas

1.1. „IBM SmartCloud Entry for Flex System“ įgaliojimas

1.1 skyriuje „Programa“ reiškia „IBM SmartCloud Entry for Flex System“

Valdomasis blokas yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Blokas yra fizinė struktūra, teikianti tokias paslaugas, kaip viduje prijungtų prie doko IT elementų maitinimas, aušinimas, sujungimas su tinklais, įvairios sąsajos ir valdymas. Licenciatas privalo įsigyti kiekvieno Valdomojo bloko, kurį valdo Programa, teises.

1.2. „IBM SmartCloud Entry for System x“ ir „IBM SmartCloud Entry for System x bundle“ įgaliojimas

1.2 skyriuje „Programa“ reiškia „IBM SmartCloud Entry for System x“ ir „IBM SmartCloud Entry for System x bundle“.

Valdomasis serveris yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Serveris yra fizinis kompiuteris, kurį sudaro procesoriai, atmintis ir įvesties / išvesties funkcinės galimybės, vykdomasis užklauso procedūras, komandas arba taikomašias programas viename arba keliuose vartotojo arba kliento įrenginiuose. Kai naudojami stelažai, moduliai ar kita panaši įranga, kiekvienas atskiras fizinis įrenginys (pvz., modulis arba į stelažą įmontuotas įrenginys), turintis reikiamus komponentus, yra laikomas atskiru serveriu. Licenciatas privalo įsigyti kiekvieno Valdomojo serverio, kurį valdo Programa, teises. Licenciatas privalo įsigyti ne tik kiekvienam Programos valdomam serveriui reikalingas „Managed Server“ teises, bet ir papildomas „Managed Server“ teises kiekvienam Programą vykdančiam serveriui.

1.3. „IBM SmartCloud Entry for Power“ ir „IBM SmartCloud Entry for Power bundle“ įgaliojimas

1.3 skyriuje „Programa“ reiškia „IBM SmartCloud Entry for Power“ ir „IBM SmartCloud Entry for Power bundle“.

Procesorius yra matavimo vienetas, kuris gali būti naudojamas vartotojams, turintiems teisę naudotis Programa, apskaičiuoti. Procesorius (paprastai vadinamas procesoriaus šerdimi arba CPU) yra instrukcijas interpretuojantis ir vykdomasis kompiuterinio įrenginio funkcinis vienetas. Procesorių sudaro bent jau instrukcijų valdymo vienetas ir vienas ar daugiau aritmetinių ir loginių vienetų. Kai naudojama kelių šerđžių technologija, kiekviena šerdis laikoma procesoriumi.

Programos įgaliojimas pagrįstas bendru suaktyvintų procesorių skaičiumi (įskaitant laikinus procesorius) įrenginyje (-iuose), kuriame (-iuose) veikia Programa, ir skaičiumi suaktyvintų procesorių (įskaitant laikinus procesorius), kuriuos įrenginyje (-iuose) valdo Programa.

2. Programos teisių ir įsipareigojimų perdavimas

1 dalies „Bendrosios sąlygos“ 7 skyriaus „Šios Sutarties Programos perdavimas“ sąlygos netaikomos ir yra pakeičiamos toliau nurodyta informacija:

Licenciatas negali perduoti Programos kitai šaliai. Licenciatas gali perkelti Programos teises, remdamasis Licencianto Teisių suteikimo dokumentu, į kitą Licencianto organizacijoje esantį įrenginį. Organizacija yra bet koks juridinis asmuo (įskaitant, be apribojimų, asmenį, bendrovę arba korporaciją) ir Antrinės bendrovės. Antrinė bendrovė ? tai bet koks juridinis asmuo, kurio daugiau nei 50 % balso teisių arba, jei balso teisių nėra, sprendimų priėmimo teisių, tiesiogiai arba netiesiogiai priklauso Organizacijai arba yra jos valdoma.

Jei Programos teisės perkeliama į kitą įrenginį Licencianto Organizacijoje, lieka galioti ši Programos naudojimą apibrėžianti Sutartis. Jeigu Licenciatas nori naudoti Programos teises kitame Licencianto Organizacijoje esančiame įrenginyje kitokiomis arba didesnėmis nei originalaus įrenginio teisėmis, Licenciatas privalo įsigyti atitinkamas teises iš IBM arba jos įgaliotojo atstovo ir atnaujinti Licencianto teises į bet kokią tokios Programos programinės įrangos priežiūrą ir palaikymą. Programos teisių perkėlimas į kitą įrenginį Licencianto organizacijoje nutraukia Licencianto įgaliojimą naudoti Programą įrenginyje, iš kurio Programos teisės perkeliama.

3. Visuotinai įdiegti programinės įrangos produktai

Ši Programa gali leisti Licenciantui visuotinai diegti kitą trečiosios šalies programinę įrangą ir kitą IBM programinę įrangą, kaip valdymo funkcijos dalį. Šių „Visuotinai įdiegtų programinės įrangos produktų“ Licencianto naudojimą nustato Visuotinai įdiegto programinės įrangos produkto licencijos sąlygos, o ne ši Sutartis. Licenciatas sutinka, kad turės galiojančią licenciją naudoti Visuotinai įdiegtą programinės įrangos produktą kartu su šia Programa.

4. Komerčinės išteklių nuomos paslaugos

Neatsižvelgiant į prieštaraujančias šios sutarties nuostatas, Licenciatas gali naudoti Programą Komerčinės išteklių nuomos paslaugoms teikti savo galutiniams vartotojams („Galutiniai vartotojai“), kiek tai leidžia Licencianto Įgaliotasis naudojimas. Komerčinės išteklių nuomos paslaugos šios Sutarties tikslais apibrėžiamos kaip apdorojimo, saugojimo, tinklų ir kitokios fundamentalios kompiuterijos ištekliai, teikiami vienam ar keliems Galutiniams vartotojams. Licenciatas gali suteikti antrinę Programos licenciją Galutiniams vartotojams tik Licencianto Komerčinės išteklių nuomos paslaugų naudojimo tikslais. Bet kokios tokios antrinės licencijos sąlygos turi būti iš esmės panašios į IBM tarptautinės programos licencinės sutarties (IPLA), įskaitant trečiosios šalies pranešimus; su sąlyga, kad Licenciatas negali savo Galutiniams vartotojams suteikti teisės perduoti, teikti antrinės licencijos ar nuomoti Programos. Be to, (i) kiekvienos Galutinio vartotojo licencijos galiojimas turi baigtis pasibaigus Licencianto IBM licencijos galiojimui, (ii) Licenciatas privalo įtraukti IBM kaip Licencianto sutarties su Galutiniu vartotoju trečiosios šalies naudos gavėją ir (iii) Licenciatas turi atlyginti visus IBM, jos teikėjų ir platintojų patirtus nuostolius dėl trečiųjų šalių pareikštų pretenzijų dėl Galutinio vartotojo Licencianto Komerčinės išteklių nuomos paslaugų naudojimo ir nelaikyti jų už tai atsakingais.

5. Pagalbinės programos išsami informacija ? IBM DB2

Toliau nurodytos sąlygos taikomos šio Licencijos informacijos dokumento skyriuje „Pagalbinės programos“ nurodyto (-ų) IBM DB2 leidimo (-ų) naudojimui:

- Naudojimo apribojimai: naudoja Pagrindinė programa

„Naudoja Pagrindinė programa“ reiškia, kad Pagalbinė programa suteikiama naudoti išskirtinai tik Pagrindinei programai. Nei Licenciatas, nei jokia taikomoji programa, programa ar įrenginys nėra įgalioti tiesiogiai naudoti Pagalbinės programos paslaugų arba gauti prieigą prie jų.

Licenciatas gali gauti prieigą prie Pagalbinės programos tik tam, kad galėtų vykdyti Pagalbinės programos administravimo funkcijas, pvz., kurti atsargines kopijas, atkurti ir atlikti įgaliotąją konfigūraciją.

INFORMACJE LICENCYJNE

Wymienione poniżej Programy są licencjonowane na poniższych warunkach, które uzupełniają warunki dokumentu IBM Międzynarodowa Umowa Licencyjna na Program (numer formularza IBM Z125-3301-14).

Nazwa Programu: IBM SmartCloud Entry for Flex System, V3.1

Numer Programu: 5765-SF3

Nazwa Programu: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

Numer Programu: 5641-SC4

Nazwa Programu: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

Numer Programu: 5641-SC6

Nazwa Programu: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

Numer Programu: 5641-S31

Nazwa Programu: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

Numer Programu: 5641-S33

Nazwa Programu: IBM SmartCloud Entry for Power, V3.1

Numer Programu: 5765-SC3

Nazwa Programu: IBM SmartCloud Entry for Power bundle, V3.1

Numer Programu: 5765-SB3

Nazwa Programu: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

Numer Programu: 5641-SB1

Nazwa Programu: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

Numer Programu: 5641-SB3

Zgodnie z Międzynarodową Umową Licencyjną na Program ("IPLA") i niniejszym dokumentem Informacje licencyjne IBM udziela Licencjobiorcy ograniczonego prawa do używania Programu. Prawo to jest ograniczone do poziomu Autoryzowanego Używania, takiego jak Procesorowa Jednostka Wartości ("PVU"), Jednostka Wartości ("VU") lub inny określony poziom używania, opłacony przez Licencjobiorcę i potwierdzony dokumentem Proof of Entitlement (PoE). Używanie Programu przez Licencjobiorcę może być również ograniczone do określonej maszyny, może podlegać innym ograniczeniom lub może obejmować używanie

Programu wyłącznie jako Programu Wspierającego. Jako że Licencjobiorca nie zapłacił za całą wartość ekonomiczną Programu, używanie Programu w dowolnym innym celu bez uiszczenia dodatkowych opłat jest zabronione. Ponadto, zgodnie z zapisami Międzynarodowej Umowy Licencyjnej na Program (IPLA), Licencjobiorca nie jest upoważniony do używania Programu do świadczenia osobom trzecim komercyjnych usług informatycznych, usług serwerowych ani usług podziału czasu, jak również nie jest upoważniony do udzielania dalszych licencji na Program oraz wypożyczania i wdzierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjobiorca jest upoważniony do używania Programu, wyraźnie stanowią inaczej. Licencjobiorca może uzyskać dodatkowe prawa pod warunkiem uiszczenia dodatkowych opłat lub na mocy innych bądź uzupełniających warunków. IBM zastrzega sobie prawo do decydowania, czy takie dodatkowe prawa zostaną przyznane Licencjobiorcy.

Specyfikacje Programu znajdują się w zbiorczych punktach zawierających opisy i informacje techniczne w dokumentach "Aktualności produktowe" dotyczących Programu.

Programy Wspierające

Program jest licencjonowany w postaci pakietu wieloproduktowego, zawierającego Programy Wspierające określone poniżej. Licencjobiorca jest upoważniony do zainstalowania i używania takich Programów Wspierających jedynie w celu umożliwienia Licencjobiorcy używania Programu Głównego na mocy niniejszej Umowy i w zakresie ograniczeń nakładanych przez dokumenty Proof of Entitlement dla Programu (chyba że w innej części niniejszego dokumentu "Informacje Licencyjne" oferowane są szersze uprawnienia). Fraza "w celu umożliwienia Licencjobiorcy używania" obejmuje jedynie te zastosowania, które są niezbędne do licencjonowanego używania Programu Głównego lub innego Programu Wspierającego albo bezpośrednio związane z takim licencjonowanym używaniem. Programów Wspierających nie można wykorzystywać do jakichkolwiek innych celów. Licencjobiorca nie jest upoważniony do przenoszenia ani odsprzedaży Programów Wspierających oddzielnie od Programu Głównego. Do Programu Wspierającego mogą być dołączone warunki licencji. W takim przypadku warunki te mają zastosowanie do używania takiego Programu Wspierającego przez Licencjobiorcę. W przypadku sprzeczności między warunkami niniejszych Informacji licencyjnych a warunkami licencji Programu Wspierającego znaczenie rozstrzygające mają warunki niniejszych Informacji licencyjnych. Kiedy prawo Licencjobiorcy do korzystania z Programu wygaśnie lub zostanie mu wypowiedziane, Licencjobiorca musi zaprzestać korzystania z Programów Wspierających oraz zniszczyć lub niezwłocznie zwrócić wszystkie ich egzemplarze do strony, od której Licencjobiorca nabył Program. Jeśli Licencjobiorca pobrał Programy Wspierające, powinien skontaktować się ze stroną, od której nabył Program. Jeśli Licencjobiorca zamierza licencjonować Programy Wspierające w celu używania nieobjętego ograniczeniami wyszczególnionymi powyżej, powinien skontaktować się z przedstawicielem handlowym IBM lub z podmiotem, od którego nabył Program, w celu uzyskania odpowiedniej licencji.

Poniżej wymieniono Programy Wspierające licencjonowane z Programem:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3

- IBM Systems Director Standard Edition for IBM x86, V6.3

- IBM Systems Director Storage Control, V4.2
- IBM SmartCloud Entry for Power bundle:
- IBM SmartCloud Entry for Power, V3
 - IBM Systems Director Standard Edition for Power, V6.3
 - IBM Systems Director Storage Control, V4.2
 - IBM Systems Director VMControl Enterprise Edition, V2.4

Kod Licencjonowany Oddzielnie

Postanowienia niniejszego akapitu nie mają zastosowania w zakresie, w jakim są nieważne lub niewykonalne na mocy prawa, któremu podlega niniejsza licencja. Każdy z wymienionych poniżej komponentów uznawany jest za "Kod Licencjonowany Oddzielnie". Kod Licencjonowany Oddzielnie IBM jest licencjonowany na rzecz Licencjobiorcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON_IBM_LICENSE dołączonym (dołączonych) do Programu. Bez względu na jakiegokolwiek inne warunki Umowy lub jakiegokolwiek innej umowy z IBM, używanie całego Kodu Licencjonowanego Oddzielnie podlega warunkom takiej umowy licencyjnej osoby trzeciej (takich umów licencyjnych osób trzecich), chyba że poniższe warunki stanowią inaczej.

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W przypadku Programów nabytych na warunkach Międzynarodowej Umowy Licencyjnej na Program (International Program License Agreement, zwanej dalej "IPLA") lub Międzynarodowej Umowy Licencyjnej na Programy nieobjęte Gwarancją (International Program License Agreement for Non Warranted Program, zwanej dalej "ILAN"), jeśli Licencjobiorca nie wyrazi zgody na umowy licencyjne osób trzecich, wówczas może zwrócić Program zgodnie z warunkami paragrafu "Gwarancja zwrotu pieniędzy" umowy z IBM (IPLA lub ILAN), z uwzględnieniem określonych tam ram czasowych.

Uwaga: Bez względu na jakiegokolwiek warunki umów licencyjnych z osobami trzecimi, niniejszej Umowy czy też jakiegokolwiek innej umowy, jaką Licencjobiorca mógł zawrzeć z IBM:

- IBM dostarcza Licencjobiorcy niniejszy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI);
- IBM NIE UDZIELA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI) I NIE USTALA JAKICHKOLWIEK WARUNKÓW, WYRAŻNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH LUB NIEINGEROWANIA W NIE, DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI

HANDLOWEJ ANI TEŻ PRZYDATNOŚCI DO OKREŚLONEGO CELU W
ODNIESIENIU DO KOMPONENTÓW KODU LICENCJONOWANEGO ODDZIELNIE;
(c) IBM nie ponosi wobec Licencjobiocy odpowiedzialności za jakiegokolwiek roszczenia
wynikające z używania Kodu Licencjonowanego Oddzielnie lub z nim związane ani też nie
będzie zabezpieczać ani bronić Licencjobiocy przed takimi roszczeniami oraz;
(d) IBM nie ponosi odpowiedzialności za jakiegokolwiek szkody bezpośrednie, pośrednie,
uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy
oraz szkody związane z naruszeniem dóbr osobistych, w tym w szczególności utratę danych
czy spodziewanych korzyści, w odniesieniu do Kodu Licencjonowanego Oddzielnie.

Bez względu na powyższe zastrzeżenia w Niemczech i w Austrii gwarancja i odpowiedzialność
IBM w odniesieniu do Kodu Licencjonowanego Oddzielnie podlega jedynie odpowiednim
warunkom umów licencyjnych IBM dla Niemiec i Austrii.

Uwaga: IBM może świadczyć usługi wsparcia w ograniczonym zakresie dla określonych
komponentów Kodu Licencjonowanego Oddzielnie. Jeśli wsparcie takie będzie dostępne,
szczegółowe informacje o nim oraz dodatkowe dotyczące go warunki zostaną przedstawione w
dokumencie "Informacje licencyjne".

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

acl, acpid, alsalib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap,
binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit,
coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib,
device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables,
eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2,
glibc, gpgme, gpxe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hives,
initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasyns,
libcanberra, libcap-ng, libcgrou, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn,
libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser,
libutempter, libvirt, libwnc, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm,
mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils,
notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted,
pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve,
procps, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM,
python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg,
PyXML, qemu-kvm, readline, rpm, s390-release, scrub, scsi-target-utils, sed, selinux-policy,
sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, smstmp,
startup-notification, strongswan, sysvinit, texinfo, tmkfd, tunc, udev, upstart, usbredir,
util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum,
yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component,
Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0,
libvirt-cim 0.5.14, libcmptool 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL,
HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2
Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL
v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyattr 0.5.0,
paramiko 1.8.0, bugtool (openswitch 1.4.2), dnsmasq 2.59, novnc 0.4
python-amqplib 0.6.1, python-websocketify 0.2.0

Kod Wstępny do Oceny Technicznej

Kod Wstępny do Oceny Technicznej (Technology Preview Code, zwany dalej "TPC") może być zawarty w Programie lub w jego aktualizacji lub też z nimi dystrybuowany, nie stanowi jednak części Programu. Kod TPC jest licencjonowany na tych samych warunkach, co Program, z wyjątkiem sytuacji przedstawionych poniżej. Kod TPC zostanie wskazany w pliku Notices (lub w zaktualizowanym pliku Notices, dołączonym do aktualizacji). IBM może nie udostępnić powszechnie kodu TPC jako produktu lub w produkcie, w całości ani w części. Licencjobiorca może używać kodu TPC jedynie do wewnętrznej oceny, a nie w środowisku produkcyjnym. Plik Notices może ograniczać tę ocenę do okresu próbnego używania. Jeśli tak jest, to z końcem takiego okresu próbnego używania Licencjobiorca musi zaprzestać używania kodu TPC i zdeinstalować go. IBM dostarcza kod TPC bez zobowiązania do wsparcia, W STANIE, W JAKIM SIĘ ZNAJDUJE ("AS IS"), BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (REKOJMIĘ WYŁĄCZA SIĘ), WYRAŹNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI i WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

Licencjobiorca nie może przenieść kodu TPC na inny podmiot, z wyjątkiem przenoszenia z Programem. Kod TPC może zawierać mechanizm blokujący, który zapobiegnie używaniu kodu po zakończeniu okresu próbnego używania. Licencjobiorca nie ma prawa dokonywać żadnych modyfikacji w mechanizmie blokującym ani w kodzie TPC. Należy przedsięwziąć środki ostrożności w celu uniknięcia utraty danych, kiedy kodu TPC nie można już używać.

Warunki specyficzne dla Programów

1. Upoważnienie

1.1. Upoważnienie dla produktu IBM SmartCloud Entry for Flex System

W paragrafie 1.1 termin "Program" odnosi się do produktu IBM SmartCloud Entry for Flex System.

Zarządzana Kasetka Stelażowa to jednostka miary, według której licencjonowany jest Program. "Kasetka stelażowa" to fizyczna struktura obudowy zapewniająca umieszczonym w niej elementom informatycznym takie usługi jak zasilanie, chłodzenie, połączenia sieciowe i inne oraz zarządzanie. Licencjobiorca musi nabyć uprawnienia dla Zarządzanej Kasetki Stelażowej dla każdej Kasetki zarządzanej przez Program.

1.2. Upoważnienie dla produktu IBM SmartCloud Entry for System x i pakunku IBM SmartCloud Entry for System x

W paragrafie 1.2 termin "Program" odnosi się do produktu IBM SmartCloud Entry for System x i pakunku IBM SmartCloud Entry for System x.

Serwer Zarządzany to jednostka miary, według której licencjonowany jest Program. Serwer to komputer fizyczny, składający się z jednostek przetwarzających, pamięci i funkcji

wyjścia/wyjścia, na którym wykonuje się żądane procedury lub komendy albo uruchamia aplikacje na użytek użytkowników końcowych lub urządzeń klienckich (jednego lub więcej). W przypadku wykorzystania stelaży przemysłowych, obudów na serwery kasetowe czy innych podobnych urządzeń każde oddzielne urządzenie fizyczne (np. serwer kasetowy czy urządzenie instalowane w stelażu), które ma wymagane komponenty, uznawane jest za oddzielny serwer. Licencjobiorca musi nabyć uprawnienia Serwera Zarządzanego dla każdego serwera zarządzanego przez Program. Poza uprawnieniami Serwera Zarządzanego wymaganymi dla każdego serwera zarządzanego przez Program Licencjobiorca musi nabyć dodatkowo uprawnienia Serwera Zarządzanego dla każdego serwera, na którym Program jest uruchamiany.

1.3. Upoważnienie dla produktu IBM SmartCloud Entry for Power i pakunku IBM SmartCloud Entry for Power

W paragrafie 1.3 termin "Program" odnosi się do produktu IBM SmartCloud Entry for Power i pakunku IBM SmartCloud Entry for Power.

Processor to jednostka miary, według której licencjonowany jest Program. Processor (zwany również rdzeniem) to jednostka funkcjonalna w urządzeniu komputerowym, która interpretuje i wykonuje instrukcje. Processor składa się co najmniej: z jednostki sterującej oraz z jednej lub więcej jednostek arytmetyczno-logicznych. W przypadku zastosowania technologii wielordzeniowej, każdy rdzeń uważany jest za Processor.

Upoważnienia do używania Programu opiera się na łącznej liczbie aktywowanych procesorów (w tym wszystkich tymczasowych procesorów) w maszynach, na których uruchamiany jest Program oraz aktywowanych procesorów (w tym wszystkich tymczasowych procesorów) w maszynach zarządzanych przez Program.

2. Przeniesienie praw i obowiązków w zakresie Programu

Warunki Części 1 - Warunki ogólne, paragraf 7, "Przenoszenie Programu" niniejszej Umowy nie mają zastosowania i zostają zastąpione poniższymi:

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Jeśli uprawnienia do Programu zostaną przeniesione na inną maszynę w Przedsiębiorstwie Licencjobiorcy, używanie Programu będzie nadal podlegać niniejszej Umowie. Jeśli Licencjobiorca chce używać uprawnień do Programu na innej maszynie w obrębie swojego Przedsiębiorstwa, przy czym uprawnienia te mają być inne lub większe niż w przypadku pierwotnej maszyny, wówczas Licencjobiorca musi uzyskać odpowiednie uprawnienia od IBM

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3. Zainstalowane Oprogramowanie

Program ten może umożliwiać Licencjodawcy instalowanie innego oprogramowania osób trzecich oraz innego oprogramowania IBM w ramach swojej funkcji zarządzania. Korzystanie przez Licencjodawcę z tego "Zainstalowanego Oprogramowania" podlega warunkom licencji na nie, a nie niniejszej Umowie. Licencjodawca musi posiadać ważną licencję na używanie Zainstalowanego Oprogramowania w połączeniu z Programem.

4. Komercyjne usługi serwerowe

Bez względu na stanowiące inaczej warunki niniejszej Umowy Licencjodawca może używać Programu, w ramach Autoryzowanego Używania, do świadczenia Komercyjnych Usług Serwerowych swoim Klientom (zwanym dalej "Użytkownikami Końcowymi"). Na potrzeby niniejszej Umowy Komercyjne Usługi Serwerowe oznaczają zasoby procesorowe, pamięci masowej, sieciowe i inne podstawowe zasoby obliczeniowe udostępniane co najmniej jednemu Użytkownikowi Końcowemu. Licencjodawca może udzielać Użytkownikom Końcowym dalszych licencji na Program w celu umożliwienia im korzystania z Komercyjnych Usług Serwerowych Licencjodawcy. Warunki takiej dalszej licencji muszą być zasadniczo tożsame z warunkami Międzynarodowej Umowy Licencyjnej IBM na Program (IPLA), w tym pod kątem powiadomień osób trzecich; w przeciwnym wypadku Licencjodawca nie może udzielać swoim Użytkownikom Końcowym prawa do przenoszenia, wypożyczania i wydzierżawiania Programu oraz udzielania na niego dalszych licencji. Ponadto (i) każda licencja dla Użytkownika Końcowego musi zostać rozwiązana w momencie rozwiązania licencji Licencjodawcy; (ii) Licencjodawca musi uwzględnić IBM jako osobę trzecią będącą beneficjentem umowy Licencjodawcy z Użytkownikiem Końcowym; (iii) Licencjodawca musi zabezpieczać i chronić IBM, dostawców IBM i dystrybutorów IBM przed wszelkimi roszczeniami wynikającymi z używania przez Użytkownika Końcowego Komercyjnych Usług Serwerowych Licencjodawcy.

5. Szczegółowe informacje o Programie Wspierającym - IBM DB2

Poniższe warunki mają zastosowanie do używania wersji IBM DB2 wyszczególnionych w paragrafie "Programy Wspierające" niniejszego dokumentu "Informacje Licencyjne":

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Nome do Programa: IBM SmartCloud Entry for Flex System, V3.1
Número do Programa: 5765-SF3

Nome do Programa: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Número do Programa: 5641-SC4

Nome do Programa: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Número do Programa: 5641-SC6

Nome do Programa: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Número do Programa: 5641-S31

Nome do Programa: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Número do Programa: 5641-S33

Nome do Programa: IBM SmartCloud Entry for Power, V3.1
Número do Programa: 5765-SC3

Nome do Programa: IBM SmartCloud Entry for Power bundle, V3.1
Número do Programa: 5765-SB3

Nome do Programa: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Número do Programa: 5641-SB1

Nome do Programa: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Número do Programa: 5641-SB3

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A seguir estão os Programas de Suporte que são licenciados com o Programa:
IBM DB2 Workgroup Server Edition Version, V10.1
IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
 - IBM Systems Director Standard Edition for IBM x86, V6.3
 - IBM Systems Director Storage Control, V4.2
- IBM SmartCloud Entry for Power bundle:
- IBM SmartCloud Entry for Power, V3
 - IBM Systems Director Standard Edition for Power, V6.3
 - IBM Systems Director Storage Control, V4.2
 - IBM Systems Director VMControl Enterprise Edition, V2.4

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Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websckify 0.2.0

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1. Autorização

1.1. Autorização para o IBM SmartCloud Entry for Flex System

Na Seção/Secção 1.1, "Programa" se refere ao IBM SmartCloud Entry for Flex System

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1.2. Autorização para o IBM SmartCloud Entry for System x e o pacote configurável do IBM SmartCloud Entry for System x

Na Seção/Secção 1.2, "Programa" se refere ao IBM SmartCloud Entry for System x e ao pacote configurável do IBM SmartCloud Entry for System x.

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1.3. Autorização para o IBM SmartCloud Entry for Power e o pacote configurável IBM SmartCloud Entry for Power

Na seção/secção 1.3, "Programa" se refere ao IBM SmartCloud Entry for Power e ao pacote configurável do IBM SmartCloud Entry for Power.

Processador é uma unidade de medida pela qual o Programa pode ser licenciado. Processador (geralmente chamado de núcleo de processador ou CPU) é uma unidade funcional dentro de um dispositivo informático que interpreta e executa instruções. Um processador consiste pelo menos numa unidade de controle de instrução e uma ou mais unidades aritméticas ou lógicas. Com a tecnologia multi-núcleo, cada núcleo é considerado um processador.

A autorização para o Programa é baseada no número total de processadores ativados/activados (incluindo quaisquer processadores temporários) na(s) máquina(s) que executam o Programa e os processadores ativados/activados (incluindo quaisquer processadores temporários) na(s) máquina(s) que são gerenciadas/geridas pelo Programa.

2. Transferência dos Direitos e Obrigações do Programa

Os termos da Parte 1- Termos Gerais; seção/secção 7. Transferência do Programa deste Contrato/Acordo não se aplicam e são substituídos pelo seguinte:

O Licenciado não pode transferir o Programa para outra entidade. O Licenciado pode mover a titularidade do Programa, sujeito à Prova de Titularidade do Licenciado, para outra máquina dentro da empresa do Licenciado. Uma Empresa é qualquer entidade legal (incluindo, mas sem se limitar a um indivíduo, uma parceria ou uma sociedade) e as suas Subsidiárias. Uma Subsidiária é qualquer entidade legal, durante o período, em que mais de 50% das suas ações/acções com direito de voto, ou, caso não haja ações/acções com direito de voto, com poder para tomar decisões, são detidas ou controladas, direta/directa ou indiretamente/indirectamente, pela Empresa.

Se a titularidade do Programa for movida para outra máquina dentro da Empresa do Licenciado, o uso/a utilização do Programa deverá permanecer governado por este Contrato/Acordo. Caso o Licenciado deseje usar/utilizar a titularidade do Programa numa máquina diferente dentro da Empresa do Licenciado com uma titularidade diferente ou superior à da máquina original, o Licenciado deverá obter uma titularidade adequada da IBM ou de seu revendedor autorizado e deverá atualizar/actualizar a titularidade do Licenciado para qualquer manutenção de software e suporte para o Programa. A transferência da titularidade do Programa para outra máquina dentro da empresa do Licenciado rescinde a autorização do Licenciado para usar/utilizar o Programa na máquina da qual a titularidade do Programa foi transferida.

3. Produtos de Software Implementados

Este Programa pode possibilitar que o Licenciado implemente outro software de terceiros e outro software IBM como parte de sua função de gerenciamento/gestão. O uso/A utilização, pelo Licenciado, destes "Produtos de Software Implementados" rege-se pelos termos e condições da licença do Produto de Software Implementado e não por este Contrato/Acordo. O Licenciado concorda que terá uma licença válida para usar/utilizar o Produto de Software Implementado em conjunto com este Programa.

4. Serviços de Hosting Comercial

Não obstante qualquer disposição em contrário no presente Contrato/Acordo, o Licenciado pode usar/utilizar o Programa para fornecer Serviços de Hosting Comercial aos seus clientes usuários/utilizadores finais ("Usuários/Utilizadores Finais"), até o Uso/a Utilização Autorizado(a) do Licenciado. Os Serviços de Hosting Comercial, para os propósitos/fins do presente Contrato/Acordo, são definidos como processamento, armazenamento, redes e outros recursos informáticos fundamentais, fornecidos aos Usuários/Utilizadores Finais únicos ou diversos. O Licenciado pode sublicenciar o Programa para Usuários/Utilizadores Finais, exclusivamente para os propósitos/fins de uso/utilização dos Serviços de Hosting

Comercial pelo Licenciado. Os termos de qualquer sublicença devem ser substancialmente semelhantes aos do Contrato de Licença Internacional de Programas IBM (IPLA), incluindo avisos de terceiros, desde que, o Licenciado não possa conceder aos seus Usuários/Utilizadores Finais o direito de transferir, sublicenciar, alugar ou arrendar o Programa. Além disso, (i) cada Licença de Usuário/Utilizador Final deve terminar após o término da licença da IBM para o Licenciado, (ii) o Licenciado deve incluir a IBM como um terceiro beneficiário do contrato/acordo do Licenciado com o Usuário/Utilizador Final, e (iii) o Licenciado deverá indenizar/indemnizar e isentar de responsabilidades a IBM, seus fornecedores e distribuidores de e contra qualquer reivindicação decorrente do uso/da utilização, pelo Usuário/Utilizador Final, dos Serviços de Hosting Comercial do Licenciado.

5. Detalhes do Programa de Suporte - IBM DB2

O seguinte aplica-se ao uso/à utilização da(s) edição(ões) do IBM DB2 especificada(s) na seção/secção de Programas de Suporte desta Informação sobre a Licença:

- Limitações de Uso/Utilização: Uso/Utilização pelo Programa Principal

"Uso/Utilização pelo Programa Principal" significa que o Programa de Suporte é fornecido exclusivamente para uso/utilização pelo Programa Principal. Nem o Licenciado nem qualquer aplicativo/aplicação, programa ou dispositivo está autorizado a usar/utilizar ou acessar/aceder diretamente/directamente aos serviços do Programa de Suporte, exceto/excepto o Licenciado que pode acessar o/aceder ao Programa de Suporte para realizar funções administrativas para o Programa de Suporte tais como backup, recuperação e configuração autorizada.

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

Перечисленные ниже Программы лицензируются в соответствии со следующими положениями и условиями в дополнение к положениям и условиям документа IBM Международное Лицензионное Соглашение в отношении Программ (номер документа IBM Z125-3301-14).

Название Программы: IBM SmartCloud Entry for Flex System, V3.1
Номер Программы: 5765-SF3

Название Программы: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Номер Программы: 5641-SC4

Название Программы: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Номер Программы: 5641-SC6

Название Программы: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Номер Программы: 5641-S31

Название Программы: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Номер Программы: 5641-S33

Название Программы: IBM SmartCloud Entry for Power, V3.1
Номер Программы: 5765-SC3

Название Программы: IBM SmartCloud Entry for Power bundle, V3.1
Номер Программы: 5765-SB3

Название Программы: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Номер Программы: 5641-SB1

Название Программы: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Номер Программы: 5641-SB3

Как указано в Международном Лицензионном Соглашении в отношении Программ ("IPLA") и настоящей Лицензионной Информации, IBM предоставляет Лицензиату ограниченное право на использование Программы. Это право ограничивается уровнем Авторизованного Использования, например, Единицами Мощности Процессора ("PVU"), Единицами Оценки ("VU") или другим указанным уровнем использования, оплаченным Лицензиатом, как явствует из Свидетельства о Правах. Использование

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Спецификации Программы можно найти в объединенных разделах "Описание и техническая информация" Объявлений о выпуске Программы.

Вспомогательные Программы

Программа лицензируется как пакет из нескольких продуктов и включает Вспомогательные Программы, указанные ниже. Лицензиату разрешается устанавливать и использовать такие Вспомогательные Программы только для поддержки использования Лицензиатом Основной Программы в соответствии с настоящим Соглашением и в пределах Свидетельств о Правах на Программу (если более широкие права не предоставлены другими положениями настоящего документа с Лицензионной Информацией). Фраза "для поддержки использования Лицензиатом" подразумевает только такие способы использования, которые необходимы для или иным образом непосредственно связаны с лицензионным использованием Основной Программы или другой Вспомогательной Программы. Вспомогательные Программы не должны использоваться для какой-либо другой цели. Лицензиату не разрешается передавать или перепродавать Вспомогательные Программы отдельно от Основной Программы. К Вспомогательной Программе могут прилагаться лицензионные положения, и эти положения, при наличии таковых, применяются к использованию Лицензиатом такой Вспомогательной Программы. В случае противоречий положения настоящего документа с Лицензионной Информацией заменяют собой положения для Вспомогательной Программы. Когда право Лицензиата на использование Программы истекает или прекращается, Лицензиат должен перестать использовать, уничтожить или незамедлительно вернуть все копии Вспомогательных Программ стороне, у которой Лицензиат приобрел Программу. Если Лицензиат загрузил Вспомогательные Программы, Лицензиат должен обратиться к стороне, у которой он приобрел Программу. Если Лицензиат хочет получить лицензию на использование Вспомогательных Программ сверх пределов, указанных выше, обращайтесь к Представителю IBM по Продажам или к стороне, у которой Лицензиат приобрел Программу, чтобы получить соответствующую лицензию.

Нижеперечисленное является Вспомогательными Программами, лицензируемыми вместе с Программой:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Отдельно Лицензируемый Программный Код

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Для Программ, приобретаемых по Международному Лицензионному Соглашению в отношении Программ ("IPLA") или Международному Лицензионному Соглашению в отношении Программ, предоставляемых Без Гарантий ("ILAN"), и для которых Лицензиат является исходным лицензиатом Программы, если Лицензиат не согласен с лицензионными соглашениями третьих сторон, Лицензиат может вернуть Программу в соответствии с условиями и в указанные сроки, заявленные в разделе "Гарантия возврата Оплаты" Соглашения IBM IPLA или ILAN.

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- (b) IBM ОТКАЗЫВАЕТСЯ ОТ ЛЮБЫХ И ВСЕХ ЯВНЫХ И ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ И УСЛОВИЙ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ И ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ, В ОТНОШЕНИИ ОТДЕЛЬНО ЛИЦЕНЗИРУЕМОГО ПРОГРАММНОГО КОДА;
- (c) IBM не несет ответственности перед Лицензиатом и не будет защищать Лицензиата, возмещать Лицензиату или оберегать Лицензиата в отношении любых претензий, возникающих из или связанных с Отдельно Лицензируемым Программным Кодом; и
- (d) IBM не несет ответственности за какие-либо прямые, не прямые, непредвиденные, особые, типовые или косвенные убытки или штрафные санкции, включая, но не ограничиваясь этим, потерянные данные, утраченные сбережения и упущенные доходы, в отношении Отдельно Лицензируемого Программного Кода.

Невзирая на эти исключения, в Германии и Австрии гарантия и ответственность IBM за Отдельно Лицензируемый Программный Код регулируется только соответствующими условиями лицензионных соглашений IBM, применимыми к Германии и Австрии.

Примечание: IBM может предоставлять ограниченную поддержку для некоторого Отдельно Лицензируемого Программного Кода. Если такая поддержка доступна, подробная информация и любые дополнительные условия, связанные с такой поддержкой, будут приведены в документе с Лицензионной Информацией.

Нижеперечисленное является Отдельно Лицензируемым Программным Кодом: acl, acpid, alsa-lib, anthy, atk, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hivex, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasynccns, libcanberra, libcap-ng, libcgrou, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnc, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pygobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, s3c2-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, smstmp, startup-notification, strongswan, sysvinit, texinfo, ttmkfdir, tunctl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum,

yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptiutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyattr 0.5.0, paramiko 1.8.0, bugtool (openswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

Код Предварительного Технологического Просмотра

Код Предварительного Технологического Просмотра (ТРС) может быть включен в состав или может распространяться вместе с Программой или ее обновлениями, но не является частью Программы. Код ТРС лицензируется на тех же условиях, что и Программа, за исключением оговоренных ниже случаев. Код ТРС будет указан в качестве такового в Файле Notices (или в обновленном Файле Notices, прилагаемом к обновлениям). IBM может не выпустить в виде продукта или в составе продукта какую-либо часть или весь код ТРС. Лицензиату разрешается использовать код ТРС только для внутренних целей оценки и не разрешается использовать код ТРС в производственной среде. В Файле Notices такое использование в целях оценки может ограничиваться периодом оценки. В таком случае по истечении такого периода оценки Лицензиат должен прекратить использование и удалить ТРС. IBM предоставляет код ТРС без обязательств по обеспечению поддержки и на условиях "КАК ЕСТЬ", БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ, КАК ЯВНЫХ, ТАК И ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ, БЕЗ ОГРАНИЧЕНИЙ, ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ ОТСУТСТВИЯ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ, А ТАКЖЕ ЛЮБЫЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ.

Лицензиату запрещается передавать код ТРС другой стороне, за исключением передачи вместе с Программой. Код ТРС может содержать отключающий механизм, который не позволит использовать его после окончания периода оценки. Лицензиат не будет взламывать этот отключающий механизм или код ТРС. Лицензиат должен принять меры предосторожности, чтобы избежать любую потерю данных, которая может произойти в случае невозможности дальнейшего использования кода ТРС.

Особые Положения для Программы

1. Разрешение

1.1. Разрешение на IBM SmartCloud Entry for Flex System

В Разделе 1.1. термин "Программа" означает IBM SmartCloud Entry for Flex System.

Управляемое Шасси ? это единица измерения, по которой может лицензироваться Программа. Шасси - это физический корпус, который предоставляет услуги, такие как

электропитание, охлаждение, возможности сетевого взаимодействия, различные межкомпонентные соединения и управление ИТ-элементам, расположенным внутри корпуса. Лицензиат должен приобрести разрешения на Управляемые Шасси для каждого Шасси, которым управляет Программа.

1.2. Разрешение на IBM SmartCloud Entry for System x и комплект IBM SmartCloud Entry for System x

В Разделе 1.2. термин "Программа" означает IBM SmartCloud Entry for System x и комплект IBM SmartCloud Entry for System x.

Управляемый Сервер ? это единица измерения, по которой может лицензироваться Программа. Сервер ? это физический компьютер, который состоит из процессоров, памяти и средств ввода/вывода и который выполняет процедуры, команды или приложения по запросу одного или нескольких пользователей или клиентских устройств. В случае использования стоек, корпусов для blade-серверов или иного подобного оборудования каждое отдельное физическое устройство (например, blade-сервер или устройство, установленное в стойку), содержащее необходимые компоненты, считается как таковое отдельным сервером. Лицензиат должен приобрести разрешения на Управляемые Серверы для каждого Сервера, которым управляет Программа. Кроме разрешений на Управляемый Сервер, необходимых для каждого сервера, которым управляет Программа, Лицензиат должен приобрести дополнительное разрешение на Управляемый Сервер для каждого сервера, на котором выполняется Программа.

1.3. Разрешение на IBM SmartCloud Entry for Power и комплект IBM SmartCloud Entry for Power

В Разделе 1.3. термин "Программа" означает IBM SmartCloud Entry for Power и комплект IBM SmartCloud Entry for Power.

Процессор ? это единица измерения, по которой может лицензироваться Программа. Процессор (обычно называемый ЦП или ядро процессора) ? это функциональный модуль в вычислительном устройстве, который интерпретирует и выполняет команды. Процессор состоит, по меньшей мере, из одного блока обработки команд и одного или нескольких арифметических или логических устройств. При использовании многоядерной технологии каждое ядро считается процессором.

Объем разрешений на Программу зависит от общего числа активированных процессоров (включая любые временно подключенные процессоры) на машине (машинах), на которой выполняется Программа, и активированных процессоров (включая любые временно подключенные процессоры) на машине (машинах), которой управляет Программа.

2. Передача Прав и Обязанностей в отношении Программы

Положения раздела 7 "Передача Программы" Части 1 "Общие Положения" настоящего Соглашения не применяются и заменяются следующими положениями:

Лицензиату запрещается передавать Программу другой стороне. Лицензиат может перенести разрешение на Программу, в соответствии со Свидетельством о Правах Лицензиата, на другую машину в пределах предприятия Лицензиата. Предприятие ? это любое юридическое лицо (включая, без ограничений, физическое лицо, товарищество или корпорацию) и его Дочерние Компании. Дочерняя Компания ? это любое юридическое лицо, в котором более 50% акций с правом голоса или, если таковых нет, полномочий на принятие решений принадлежит Предприятию или контролируется Предприятием напрямую или опосредованно.

Если разрешение на Программу переносится на другую машину в пределах Предприятия Лицензиата, использование Программы по-прежнему регулируется настоящим Соглашением. Если Лицензиат хочет использовать разрешение на Программу на другой машине в пределах Предприятия Лицензиата, для которой требуется разрешение другого или большего объема, чем для исходной машины, Лицензиат должен получить соответствующее разрешение у IBM или ее авторизованного реселлера, а также обновить разрешение Лицензиата на любое обслуживание и поддержку такой Программы. Перенос разрешения на Программу на другую машину в пределах Предприятия Лицензиата аннулирует разрешение Лицензиата на использование Программы на машине, с которой переносится разрешение на Программу.

3. Внедренные Программные Продукты

Данная Программа может позволять Лицензиату внедрять другое программное обеспечение третьих сторон и другое программное обеспечение IBM как часть ее функций управления. Использование Лицензиатом таких "Внедренных Программных Продуктов" регулируется положениями и условиями лицензии на Внедренный Программный Продукт, а не настоящего Соглашения. Лицензиат соглашается иметь действующую лицензию на использование Внедренного Программного Продукта в сочетании с Программой.

4. Коммерческие услуги хостинга

Независимо от каких положений настоящего Соглашения, противоречащие данному, Лицензиат может использовать Программу для предоставления Коммерческих услуг хостинга своим заказчикам-конечным пользователям ("Конечные пользователи"), в объемах Разрешенного Использования Лицензиатом. Под Коммерческими услугами хостинга в настоящем Соглашении понимаются ресурсы обработки, хранения, сетевые ресурсы или другие основные вычислительные ресурсы, предоставляемые отдельным или многим Конечным пользователям. Лицензиат может сублицензировать Программы Конечным пользователям исключительно с целью использования ими Коммерческих услуг хостинга Лицензиата. Условия любых таких сублицензий должны в значительной степени быть подобными условиям Международного Лицензионного

Соглашения IBM в отношении Программ (IPLA), включая замечания третьих лиц, при условии что Лицензиат не может предоставлять своим Конечным пользователям право на передачу, сублицензирование, аренду или лизинг Программы. Кроме того, (i) действие лицензии каждого Конечного пользователя заканчивается при завершении действия лицензии, предоставленной IBM Лицензиату, (ii) Лицензиат должен включить IBM в качестве третьестороннего бенефициара соглашения Лицензиата с Конечным пользователем, и (iii) Лицензиат должен ограждать IBM, ее поставщиков и дистрибьюторов от ответственности в отношении любых претензий, возникающих в результате использования Конечными пользователями Коммерческих услуг хостинга Лицензиата.

5. Сведения о Вспомогательной Программе - IBM DB2

Следующие положения применяются в отношении использования выпусков IBM DB2, указанных в разделе "Вспомогательные Программы" настоящей Лицензионной Информации:

- Ограничения на Использование: Использование Основной Программой

"Использование Основной Программой" означает, что Вспомогательная Программа предоставляется исключительно для использования Основной Программой. Ни Лицензиату, ни любым приложениям, программам или устройствам не разрешается непосредственно использовать службы Вспомогательной Программы или осуществлять доступ к ним, за исключением того, что Лицензиат может осуществлять доступ к Вспомогательной Программе для выполнения функций администрирования Вспомогательной Программы, таких как резервное копирование, восстановление и разрешенное конфигурирование.

PODATKI O LICENCIRANJU

Licence za programe, navedene spodaj, se izdajajo v skladu z naslednjimi določbami in pogoji, in veljajo poleg tistih iz IBM Mednarodna licenčna pogodba za program (IBM-ova številka obrazca Z125-3301-14.

Ime programa: IBM SmartCloud Entry for Flex System, V3.1

Številka programa: 5765-SF3

Ime programa: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)

Številka programa: 5641-SC4

Ime programa: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)

Številka programa: 5641-SC6

Ime programa: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)

Številka programa: 5641-S31

Ime programa: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)

Številka programa: 5641-S33

Ime programa: IBM SmartCloud Entry for Power, V3.1

Številka programa: 5765-SC3

Ime programa: IBM SmartCloud Entry for Power bundle, V3.1

Številka programa: 5765-SB3

Ime programa: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)

Številka programa: 5641-SB1

Ime programa: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)

Številka programa: 5641-SB3

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noben drug način. Kot je navedeno v pogodbi IPLA, imetnik licence poleg tega nima pooblastil za uporabo programa za namen izvajanja komercialnih storitev IT za katero koli tretjo osebo, za omogočanje komercialnega gostovanja ali dodeljevanja časa oziroma za podlicenciranje ali najem programa, razen če je to izrecno navedeno v ustreznih pogodbah, po katerih imetnik licence pridobi pooblastila za uporabo programa. Imetniku licence so lahko na voljo dodatne pravice na podlagi doplačila oziroma različnih ali dodatnih pogojev. Družba IBM si pridržuje pravico odločanja o tem, ali bo imetniku licence omogočila takšne dodatne pravice.

Specifikacije tega programa so na voljo v skupnih razdelkih Opis in tehnične informacije v obvestilih za program.

Podporni programi

Program je licenciran kot paket, sestavljen iz več izdelkov, in vključuje podporne programe, določene spodaj. Imetnik licence lahko namesti in uporablja takšne podporne programe samo v podporo svoji uporabi glavnega programa na podlagi te pogodbe in znotraj obsega potrdila o upravičenosti za program (razen če niso kjerkoli v tem dokumentu s podatki o licenciranju ponujene pravice v večjem obsegu). Fraza "v podporo svoji uporabi" vključuje samo tisto uporabo, ki je potrebna ali kako drugače neposredno povezana z licencirano uporabo glavnega programa ali drugega podpornega programa. Podpornih programov ni dovoljeno uporabljati za noben drug namen. Imetnik licence ne sme prenesti ali znova tržiti podpornih programov ločeno od glavnega programa. Podpornemu programu so lahko priložena licenčna določila, ki (če obstajajo) veljajo za uporabo podpornega programa s strani imetnika licence. V primeru neskladij določbe iz teh licenčnih informacij prevladajo nad določbami podpornega programa. Ko pravica imetnika licence za uporabo programa ugasne ali preneha, mora prenehati z uporabo, uničiti ali nemudoma vrniti vse kopije podpornih programov pogodbeni stranki, pri kateri je pridobil program. Če je imetnik licence prenesel podporne programe, se mora obrniti na stranko, pri kateri je pridobil program. Če želi imetnik licence licencirati podporne programe za kakršnokoli uporabo, ki presega zgornje omejitve, naj se za pridobitev ustrezne licence obrne na IBM-ovega prodajnega predstavnika ali na stranko, pri kateri je pridobil program.

Sledijo podporni programi, ki so licencirani s programom:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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Opomba: ne glede na katerekoli pogoje v licenčni pogodbi drugega proizvajalca, tej pogodbi ali katerikoli drugi pogodbi, ki jo lahko sklene imetnik licence z IBM-om, velja naslednje:

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Pogoji, specifični za program

1. Pooblašcanje

1.1. Pooblastilo za IBM SmartCloud Entry for Flex System

V razdelku 1.1 se "program" nanaša na IBM SmartCloud Entry for Flex System

Upravljanje ohišje je merska enota, na podlagi katere je lahko licenciran program. Ohišje je fizična struktura za shranjevanje, ki omogoča storitve, kot je napajanje, hlajenje, omrežne storitve, različne medsebojne povezave in upravljanje za elemente IT, ki so vstavljeni v ohišje. Imetnik licence mora pridobiti pooblastila upravljanega ohišja za vsako ohišje, ki ga upravlja program.

1.2. Pooblastilo za IBM SmartCloud Entry for System x in paket IBM SmartCloud Entry for System x

V razdelku 1.2 se "program" nanaša na IBM SmartCloud Entry for System x in paket IBM SmartCloud Entry for System x.

Upravljeni strežnik je merska enota, na podlagi katere je lahko licenciran program. Strežnik je fizični računalnik, sestavljen iz procesorskih enot, pomnilnika in vhodno/izhodnih zmožnosti, ki izvaja zahtevane procedure, ukaze ali aplikacije za enega ali več uporabnikov ali odjemalskih naprav. Če uporablja imetnik licence omare, ohišja strežniških rezin ali drugo podobno opremo, šteje vsaka ločena fizična naprava (to je rezina ali ohišna naprava), ki vsebuje zahtevane komponente, kot ločen strežnik. Imetnik licence mora pridobiti pooblastila upravljanega strežnika za vsak strežnik, ki ga upravlja program. Poleg pooblastil za upravljeni strežnik, potrebnih za vsak strežnik, ki ga program upravlja, mora imetnik licence pridobiti še dodatno pooblastilo za upravljeni strežnik za vsak strežnik, v katerem se program izvaja.

1.3. Pooblastilo za IBM SmartCloud Entry za napajanje in IBM SmartCloud Entry za napajalni paket

V razdelku 1.3 se "Program" nanaša na IBM SmartCloud Entry za napajanje in IBM SmartCloud Entry za napajalni paket.

Procesor je merska enota, na podlagi katere je lahko licenciran program. Procesor (običajno imenovan procesorsko jedro ali CPU) je funkcionalna enota znotraj računalniške naprave, ki

interpretira in izvaja navodila. Procesor je sestavljen iz vsaj ene krmilne enote za navodila in ene ali več aritmetičnih ali logičnih enot. Pri večjedrni tehnologiji velja za procesor vsako jedro.

Pooblastilo za program temelji na skupnem številu aktiviranih procesorjev (vključno z vsemi začasnimi procesorji) na računalniku(ih), na katerem(ih) se izvaja program, in aktiviranih procesorjev (vključno z vsemi začasnimi procesorji) na računalniku(ih), ki ga(jih) upravlja program.

2. Prenos pravic in obveznosti za program

Določbe iz 7. razdelka te pogodbe z naslovom Prenos programa iz 1. dela Splošne določbe ne veljajo in so nadomeščene z naslednjim:

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3. Izdelki razmeščene programske opreme

Ta program lahko imetniku licence kot del svoje funkcije za upravljanje omogoči namestitve druge programske opreme tretjih oseb in druge IBM-ove programske opreme. Imetnik licence mora pri uporabi teh "nameščenih izdelkov programske opreme" upoštevati določbe in pogoje licence za nameščen izdelek programske opreme in ne določb te pogodbe. Imetnik licence soglašaja, da bo pridobil veljavno licenco za uporabo nameščenega izdelka programske opreme skupaj s tem programom.

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5. Podrobnosti podpornega programa - IBM DB2

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- Omejitve uporabe: uporaba z glavnim programom

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Número de Programa: 5765-SF3

Nombre de Programa: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Número de Programa: 5641-SC4

Nombre de Programa: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Número de Programa: 5641-SC6

Nombre de Programa: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Número de Programa: 5641-S31

Nombre de Programa: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Número de Programa: 5641-S33

Nombre de Programa: IBM SmartCloud Entry for Power, V3.1
Número de Programa: 5765-SC3

Nombre de Programa: IBM SmartCloud Entry for Power bundle, V3.1
Número de Programa: 5765-SB3

Nombre de Programa: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Número de Programa: 5641-SB1

Nombre de Programa: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Número de Programa: 5641-SB3

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IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

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HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4 python-amqplib 0.6.1, python-websocketify 0.2.0

Código de Avance de Novedades Tecnológicas

El Código de Avance de Novedades Tecnológicas (TPC) puede incluirse o distribuirse con el Programa o con sus actualizaciones pero no forma parte del Programa. El TPC se licencia bajo los mismos términos del Programa, salvo por lo que se estipula a continuación. El TPC se identificará como tal en el Archivo de Avisos (o en un Archivo de Avisos actualizado que se distribuya con las actualizaciones). IBM podría no poner, bajo disponibilidad general, todo o parte del código como un producto o en un producto. El Licenciario está autorizado para utilizar el TPC únicamente para uso interno con fines de evaluación y no para su uso en un entorno de producción. El Archivo de Avisos puede limitar este uso de evaluación a un periodo de evaluación. En ese caso, al final de dicho periodo de evaluación, el Licenciario deberá dejar de utilizar y desinstalar el TPC. IBM proporciona el TPC sin ningún tipo de obligación de soporte y "TAL CUAL", "SIN GARANTÍA DE NINGÚN TIPO, NI IMPLÍCITA NI EXPLÍCITA, INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO, LA GARANTÍA DE NO INFRACCIÓN DE DERECHOS DE TERCEROS O LIBRE DE INTERFERENCIAS Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA.

El Licenciario no puede transferir el TPC a terceros, salvo como una transferencia distribuida con el Programa. TPC puede contener un dispositivo inhabilitador que impedirá que se siga utilizando una vez haya finalizado el periodo de evaluación. El Licenciario no manipulará dicho dispositivo inhabilitador ni el TPC. El Licenciario debe tomar precauciones para evitar la posible pérdida de datos por no poder seguir utilizando el TPC.

Términos Exclusivos del Programa

1. Autorización

1.1. Autorización para IBM SmartCloud Entry for Flex System

En la Cláusula 1.1, "Programa" hace referencia a IBM SmartCloud Entry for Flex System

Chasis gestionado es una unidad de medida por la que se puede licenciar el Programa. Un Chasis es una estructura de alojamiento físico que proporciona servicios como alimentación, refrigeración, trabajo en red, interconexiones diversas y

gestión de elementos de TI conectados dentro del alojamiento. El Licenciario debe obtener las autorizaciones de Chasis Gestionado para cada Chasis gestionado por el Programa.

1.2. Autorización para el paquete IBM SmartCloud Entry for System x e IBM SmartCloud Entry for System x

En la Cláusula 1.2, "Programa" hace referencia al paquete IBM SmartCloud Entry for System x e IBM SmartCloud Entry for System x.

Servidor gestionado es una unidad de medida por la que se puede licenciar el Programa. Un servidor es un sistema físico que consta de unidades de proceso, memoria y funciones de entrada/salida y que ejecuta los procedimientos, mandatos o aplicaciones solicitados para uno o varios usuarios o dispositivos cliente. Siempre que se utilizan bastidores, alojamientos blade u otro equipo similar, cada dispositivo físico desmontable (por ejemplo, un blade o un dispositivo montado en bastidor) que tenga los componentes solicitados se considera un servidor independiente. El Licenciario debe obtener las autorizaciones de Servidor Gestionado para cada servidor gestionado por el Programa. Además de los derechos de Servidor Gestionado para cada servidor controlado por el Programa, el Licenciario debe obtener una autorización de Servidor Gestionado adicional para cada servidor que ejecute el Programa.

1.3. Autorización para el paquete IBM SmartCloud Entry for Power and IBM SmartCloud Entry for Power

En la Cláusula 1.3, "Programa" hace referencia al paquete IBM SmartCloud Entry for Power e IBM SmartCloud Entry for Power.

Procesador es una unidad de medida por la que se puede licenciar el Programa. Procesador (denominado de forma común núcleo o CPU) es una unidad funcional de un dispositivo informático que interpreta y ejecuta instrucciones. Un procesador consta de, al menos, una unidad de control de instrucciones y una o más unidades lógicas o aritméticas. En el caso de tecnología de varios núcleos, cada núcleo se considera un procesador.

La autorización para el Programa se basa en la cantidad total de procesadores activados (incluido cualquier procesador temporal) en la máquina que ejecuta el Programa y los procesadores activados (incluido cualquier procesador temporal) en la máquina gestionada por el Programa.

2. Transferencia de los derechos y obligaciones del Programa

Las condiciones de la Parte 1- Condiciones Generales; cláusula 7. Transferencia del Programa de este Acuerdo no se aplican y se sustituyen por lo siguiente:

El Licenciario no puede transferir el Programa a terceros. El Licenciario puede mover la autorización del Programa, conforme a su Documento de Titularidad, a otra máquina en la Empresa del Licenciario. Una Empresa es cualquier entidad legal (incluido pero sin limitación, un socio o una corporación) y sus Subsidiarias. Una Subsidiaria es cualquier entidad legal, en la que más del 50% de sus accionistas, o no accionistas, con poder para la toma de decisiones, poseen o controlan, directa o indirectamente, la Empresa.

Si la autorización del Programa se instala en otra máquina dentro de la Empresa del Licenciario, el presente Acuerdo regirá el uso del Programa. En el supuesto de que el Licenciario deseara utilizar la autorización del Programa en una máquina diferente dentro de la Empresa del Licenciario con una autorización diferente o más amplia que la de la máquina original, el Licenciario deberá obtener la autorización adecuada de IBM o de su distribuidor autorizado y deberá actualizar la autorización del mantenimiento del software y soporte de dicho Programa. La transferencia de la autorización del Programa a otra máquina de la Empresa del Licenciario finalizará la autorización de uso del Programa en la máquina desde la cual se haya transferido la autorización del Programa.

3. Productos de Software Desplegados

Este Programa podrá habilitar al Licenciario para desplegar software de terceros y otro software de IBM como parte de su función de gestión. El uso por parte del Licenciario de estos "Productos de software desplegados" se rige por los términos y condiciones de la licencia del Producto de software desplegado y no por el presente Acuerdo. El Licenciario acepta que tendrá una licencia válida para utilizar el Producto de software desplegado conjuntamente con este Programa.

4. Servicios de alojamiento comercial

Sin perjuicio de disposición en contrario en el presente Acuerdo, el Licenciario podrá utilizar el Programa para prestar Servicios de alojamiento comercial a sus clientes finales ("Usuarios finales"), en la medida especificada en la autorización de uso del Licenciario. Los Servicios de alojamiento comercial, a efectos del presente acuerdo, se definen como procesamiento, almacenamiento, redes y otros recursos informáticos fundamentales, puestos a disposición de uno o varios Usuarios finales. El Licenciario podrá otorgar licencias de terceros del Programa a Usuarios finales únicamente con el fin de utilizar los Servicios de alojamiento comercial del Licenciario. Los términos de dicha licencia a terceros serán esencialmente equivalentes a los del Acuerdo Internacional de Programas Bajo Licencia de IBM (IPLA), incluyendo avisos a terceros, teniendo en cuenta que el Licenciario no podrá otorgar a sus Usuarios finales el derecho a transferir, otorgar licencias a terceros, alquilar o arrendar el Programa. Asimismo, (i) la licencia del Usuario final habrá de extinguirse con la terminación de la licencia otorgada por IBM al Licenciario, (ii) el Licenciario deberá incluir a IBM como tercera parte beneficiaria del acuerdo de licencia con el Usuario final y (iii) el Licenciario habrá de mantener

indemnes y asumir la defensa de IBM, sus proveedores y distribuidores frente a cualquier reclamación o demanda que pudiera derivarse del uso que el Usuario final hiciera de los Servicios de alojamiento comercial.

5. Detalles del Programa de Soporte - IBM DB2

Lo siguiente se aplica al uso de las ediciones de IBM DB2 especificadas en la cláusula Programas de Soporte de la presente Información de Licencia:

- Limitaciones de uso: Uso desde el Programa Principal

?Uso por parte del Programa Principal? significa que el Programa de Soporte se proporciona exclusivamente para su uso por parte del Programa Principal. Ni el Licenciario ni ninguna aplicación, programa o dispositivo está autorizado para utilizar directamente el Programa de Soporte o para acceder a sus servicios, salvo cuando el Licenciario necesite acceder al Programa de Soporte para realizar funciones administrativas para el Programa de Soporte como copias de seguridad, recuperación y configuración autorizada.

LİSANS BİLGİLERİ

Aşağıda listelenen programlar, IBM Uluslararası Program Lisans Sözleşmesi (IBM form numarası Z125-3301-14) koşullarına ek olarak aşağıdaki koşullar kapsamında lisanslanır.

Program Adı: IBM SmartCloud Entry for Flex System, V3.1
Program Numarası: 5765-SF3

Program Adı: IBM SmartCloud Entry for Flex System, V3.1, with 1 year subscription (00Y4536, 00Y4538)
Program Numarası: 5641-SC4

Program Adı: IBM SmartCloud Entry for Flex System, V3.1, with 3 year subscription (00Y4537, 00Y4539)
Program Numarası: 5641-SC6

Program Adı: IBM SmartCloud Entry for System x, V3.1, with 1 year subscription (00Y4540, 00Y4542)
Program Numarası: 5641-S31

Program Adı: IBM SmartCloud Entry for System x, V3.1, with 3 year subscription (00Y4541, 00Y4543)
Program Numarası: 5641-S33

Program Adı: IBM SmartCloud Entry for Power, V3.1
Program Numarası: 5765-SC3

Program Adı: IBM SmartCloud Entry for Power bundle, V3.1
Program Numarası: 5765-SB3

Program Adı: IBM SmartCloud Entry for System x bundle, V3.1, with 1 year subscription (00AE316, 00Y4534)
Program Numarası: 5641-SB1

Program Adı: IBM SmartCloud Entry for System x bundle, V3.1, with 3 year subscription (00AE317, 00Y4535)
Program Numarası: 5641-SB3

Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") ve bu Lisans Bilgileri belgesinde açıklandığı şekilde IBM, Lisans Alan Tarafa bu Programı kullanması için sınırlı bir hak verir. Bu hak, Yetki Belgesinde (PoE) kanıtlandığı şekilde, Lisans Alan Tarafa ödemesi yapılmış olan İşlemci Değer Birimi ("PVU"), Değer Birimi ("VU") ya da belirlenmiş diğer bir kullanım seviyesi gibi bir Yetkili Kullanım seviyesiyle sınırlanmıştır. Ayrıca, Lisans Alan Tarafın kullanımı, ayrıca belirli bir makineyle ya da yalnızca bir Destekleyici Programla ya da başka kısıtlamalara tabi olarak sınırlanabilir. Lisans Alan Taraf bu Programın ekonomik değerinin tümünü ödemediğinde, ek ücretler ödenmedikçe Programın başka hiçbir şekilde kullanılmasına

izin verilmez. Ayrıca, Lisans Alan Tarafın bu Programı kullanmak üzere edindiği yetkiler kapsamındaki geçerli sözleşmeler için açıkça belirtilmediği sürece ve Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") belirtildiği şekilde Lisans Alan Tarafa bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak, ticari barındırma ya da zaman paylaşımı sunmak ya da alt lisanslamak, kiralamak ya da finansal olarak kiralamak üzere kullanım yetkisi de verilmez. Ek ücretlerin ödenmesine bağlı olarak ya da farklı veya tamamlayıcı koşullar kapsamında Lisans Alan Tarafa ek haklar sağlanabilir. IBM, Lisans Alan Tarafa bu tür ek hakları sağlayıp sağlamamaya ilişkin karar verme hakkını saklı tutar.

Programın belirtileri, Programın Duyuru Mektuplarındaki toplu Tanıtım ve Teknik Bilgiler (Description and Technical Information) başlıklı bölümlerde bulunabilir.

Destekleyici Programlar

Bu Program birden çok ürünün bulunduğu bir paket olarak lisanslanır ve aşağıda belirtilen Destekleyici Programları içerir. Lisans Alan Tarafa, bu tür Destekleyici Programları, Lisans Alan Tarafın Asıl Programı (Principal Program) (işbu Lisans Bilgileri Belgesinin başka herhangi bir yerinde daha geniş yetkiler sağlanmadığı sürece) yalnızca bu Sözleşme kapsamında ve bu Programa ilişkin Yetki Belgesinin (POE) sınırları içinde kullanımını desteklemek üzere kurması ve kullanması için yetki verilir. "Lisans Alan Tarafınkullanımını desteklemek üzere" ifadesi, Asıl Programın veya diğer bir Destekleyici Programın lisanslı kullanımı için gerekli olan veya Asıl Programın veya diğer bir Destekleyici Programın lisanslı kullanımıyla başka bir şekilde doğrudan ilişkili olan bu tür kullanımları içerir. Destekleyici Programlar, başka hiçbir amaçla kullanılamaz. Lisans Alan Tarafın, Destekleyici Programları Asıl Programdan ayrı olarak devretme ya da yeniden pazarlama yetkisi yoktur. Bir Destekleyici Programla birlikte lisans koşulları ve eğer varsa, Lisans Alan Tarafın bu Destekleyici Programı kullanımı için geçerli olan koşullar da gönderilebilir. Asıl Programın koşullarıyla Destekleyici Programın koşulları arasında bir çelişki olması durumundan işbu Lisans Bilgileri belgesinin koşulları, Destekleyici Programın koşullarını hükümsüz kılarak onların yerine geçer. Lisans Alan Tarafın bu Programı kullanım hakkı sona erdiğinde ya da sonlandırıldığında, Destekleyici Programların tüm kopyalarını kullanmaya son vermesi, bunları yok etmesi veya derhal Programı edindiği üçüncü kişiye iade etmesi gerekir. Lisans Alan Taraf, Destekleyici Programları yüklediyse, bu Programı edindiği tarafla bağlantıya geçmelidir. Lisans Alan Taraf, Destekleyici Programları, yukarıda belirtilen sınırları aşacak şekilde kullanmak amacıyla lisanslamak isterse, uygun lisansı edinmek için IBM Satış Temsilcisiyle veya bunları edindiği tarafla görüşmelidir.

Bu Programlarla birlikte lisanslanan Destekleyici Programlar aşağıda belirtilmiştir:

IBM DB2 Workgroup Server Edition Version, V10.1

IBM SmartCloud Entry for System x bundle:

- IBM SmartCloud Entry for System x, V3
- IBM Systems Director Standard Edition for IBM x86, V6.3
- IBM Systems Director Storage Control, V4.2

IBM SmartCloud Entry for Power bundle:

- IBM SmartCloud Entry for Power, V3
- IBM Systems Director Standard Edition for Power, V6.3
- IBM Systems Director Storage Control, V4.2
- IBM Systems Director VMControl Enterprise Edition, V2.4

Ayrıca Lisanslanan Kod

Bu paragrafta yer alan hükümler, bu lisansın tabi olduğu yasalar kapsamında geçersiz sayıldıkları veya uygulanamaz olarak değerlendirildikleri sürece geçerli olmazlar. Aşağıda listelenen bileşenlerden her biri "Ayrıca Lisanslanan Kod" olarak değerlendirilir. Ayrıca Lisanslanan Kod, Lisans Alan Tarafa, IBM tarafından bu Programla birlikte gönderilen NON_IBM_LICENSE dosyasında/dosyalarında belirtilen geçerli üçüncü kişi lisans sözleşmesi/sözleşmeleri koşulları kapsamında lisanslanır. Bu Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer bir sözleşmede yer alan koşullar dikkate alınmaksızın, Ayrıca Lisanslanan Kodların tümünün kullanımı, aşağıda aksi belirtilmedikçe, bu tür üçüncü kişi lisans sözleşmelerinin koşullarına tabidir.

Program için gerçekleştirilecek güncellemeler veya düzeltmeler, ek bir Ayrıca Lisanslanan Kod içerebilir. Bu tür bir ek Ayrıca Lisanslanan Kod ve bununla ilgili lisanslar Program güncellemesi veya düzeltilmesiyle birlikte gönderilen diğer bir NON_IBM_LICENSE dosyasında yer alır. Lisans Alan Taraf, NON_IBM_LICENSE dosyasında/dosyalarında bulunan lisans sözleşmelerini okuduğunu ve kabul ettiğini belirtmiş sayılır. Lisans Alan Taraf, bu tür üçüncü kişi lisans sözleşmelerinin koşullarını kabul etmiyorsa, Ayrıca Lisanslanan Kodu kullanamaz.

Lisans Alan Taraf, Uluslararası Program Lisans Sözleşmesi ("UPLS") veya Garanti Verilmeyen Programlar İçin Uluslararası Program Lisans Sözleşmesi (International Program License Agreement for Non Warranted Programs – "ILAN") kapsamında edinilen Programlar için, Programın ilk lisans alan tarafı ise ve üçüncü kişi lisans sözleşmelerinde belirtilen koşulları kabul etmiyorsa, Uluslararası Program Lisans Sözleşmesi ("UPLS") veya Garanti Verilmeyen Programlar İçin Uluslararası Program Lisans Sözleşmesi (International Program License Agreement for Non Warranted Programs – "ILAN") adlı sözleşmelerin "Para İadesi Garantisi" bölümünün koşullarına uygun olarak ve bu bölümde belirtilen süreler içinde Programı iade edebilir.

Not: Üçüncü kişi lisans sözleşmesinde, bu Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer herhangi bir sözleşmede yer alan koşullar dikkate alınmaksızın:

- (a) IBM, bu Ayrıca Lisanslanan Kodu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- (b) IBM, AYRICA LİSANSLANAN KODA İLİŞKİN OLARAK MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİ VE KOŞULLAR DA DAHİL OLMAK, ANCAK BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VE ZİMNİ HİÇBİR GARANTİ VERMEZ VE HİÇBİR KOŞUL ÖNE SÜRMEZ;
- (c) IBM, Ayrıca Lisanslanan Kod ile ilgili veya Ayrıca Lisanslanan Koddan kaynaklanan herhangi bir iddiada Lisans Alan Tarafa karşı yükümlü değildir ve Lisans Alan Tarafı bu iddialara karşı tazmin etmek, savunmak ve Lisans Alan Tarafın zarara uğramamasını sağlamakla sorumlu olmayacaktır; ve
- (d) IBM, Ayrıca Lisanslanan Kod ile ilgili olarak veri kaybı, tasarruf kaybı ve kar kaybı da dahil, ancak bunlarla sınırlı olmaksızın doğrudan, dolaylı, arızı, özel, örnek niteliğinde, cezai veya sonuçta ortaya çıkan herhangi bir zarardan sorumlu değildir.

Bu istisnalar dikkate alınmaksızın, Almanya ve Avusturya'da Ayrıca Lisanslanan Kod ile ilgili olarak IBM'in garanti ve yükümlülüğü yalnızca, IBM lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullara tabidir.

Not: IBM, bazı Ayrıca Lisanslanan Kodlara ilişkin sınırlı destek sağlayabilir. Bu tür bir destek sağlandığında, bu tür bir desteğe ilişkin ayrıntılar ve tüm ek koşullar Lisans Bilgileri belgesinde belirtilecektir.

Ayrıca Lisanslanan Kod aşağıdadır:

acl, acpid, alsa-lib, anthy, attr, audit, augeas, autofs, avahi, bash, bind, bind-dyndb-ldap, binutils, bridge-utils, btrfs-progs, busybox, cairo, cdrkit, checkpolicy, chkconfig, ConsoleKit, coreutils, cronie, crontabs, cryptsetup-luks, cups, cvs, dbus, dbus-c++, dbus-glib, device-mapper-multipath, dmidecode, dnsmasq, dosfstools, dracut, e2fsprogs, ebttables, eggdbus, elfutils, ethtool, febootstrap, filesystem, gamin, gawk, GConf2, gdbm, gettext, glib2, glibc, gpgme, gppe, grep, groff, grub, grubby, gstreamer, gzip, hicolor-icon-theme, hives, initscripts, iproute, iptables, iscsi-initiator-utils, kbd, kernel, keyutils, libaio, libasynens, libcanberra, libcap-ng, libcgroun, libdaemon, libgcrypt, libgpg-error, libguestfs, libIDL, libidn, libnih, libnl, libnotify, libsemanage, libsepol, libsndfile, libthai, libtool, libusb, libusb1, libuser, libutempter, libvirt, libwnc, lm_sensors, logrotate, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, module-init-tools, mysql, MySQL-python, netcf, net-tools, nfs-utils, notification-daemon, notify-python, numactl, numad, ORBit2, pam, pam_krb5, pango, parted, pciutils, php-pear, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, portreserve, procs, psmisc, pth, pulseaudio, pycairo, pyobject2, pygpgme, pygtk2, pyOpenSSL, PyPAM, python-dmidecode, python-ethtool, python-krbV, python-paramiko, python-urlgrabber, pyxdg, PyXML, qemu-kvm, readline, rpm, scc3-release, scrub, scsi-target-utils, sed, selinux-policy, sg3_utils, sgml-common, shadow-utils, sound-theme-freedesktop, spice-server, smpt, startup-notification, strongswan, sysvinit, texinfo, tmkfdir, tunccl, udev, upstart, usbredir, util-linux-ng, vconfig, vgabios, vim, vsftpd, watchdog, xfsprogs, xkeyboard-config, xz, yum, yum-metadata-parser, Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component, Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component, libsysfs 2.1.0, libvirt-cim 0.5.14, libcmptutil 0.5.6, 7Zip 4.64, Tibco Rendezvous, GTK+, Glib+, JACL, HP-UX SDK for the Java(tm) 2 Platform, HP-UX Runtime Environment for the Java(tm) 2 Platform, Oracle Instant Client, HP-UX SDK for the Java(tm) 2 Platform Version 5.0, JACL v.1.3.2, Libxslt 1.1.28, microsoft-hyper-v-rhel63 3.4, python-pyudev 0.15, pyxattr 0.5.0, paramiko 1.8.0, bugtool (openvswitch 1.4.2), dnsmasq 2.59, novnc 0.4, python-amqplib 0.6.1, python-websocketify 0.2.0

Teknoloji Önizleme Kodu (TPC)

Teknoloji Önizleme Kodu (TPC), Programda veya Programa ilişkin güncellemelerde yer alabilir veya bunlardan biriyle birlikte dağıtılabilir, ancak bu Programın bir parçası değildir. Teknoloji Önizleme Kodu, aşağıda aksi belirtilmedikçe, bu Programla aynı koşullar kapsamında lisanslanır. Teknoloji Önizleme Kodu, bu tür bir "Notices" Dosyasında (ya da güncellemelerle birlikte gönderilen güncellenmiş bir "Notices" Dosyasında) tanımlanır. Teknoloji Önizleme Kodunun bir bölümü ya da tümü, IBM tarafından bir ürün olarak veya bir ürünle birlikte sağlanmayabilir. Lisans Alan Taraf Teknoloji Önizleme Kodunu, yalnızca dahili olarak değerlendirme amaçlarıyla kullanabilir; bu Kodu üretim ortamında kullanamaz. "Notices"

Dosyası, bu değerlendirme kullanımını belirli bir değerlendirme süresiyle sınırlayabilir. Değerlendirme amaçlı kullanım Notices Dosyasında belirli bir süreyle sınırlandırılmışsa, bu değerlendirme süresinin sonunda, Lisans Alan Tarafın Teknoloji Önizleme Kodunu kullanmaya son vermesi ve bu kodu kaldırması gerekir. IBM, Teknoloji Önizleme Kodunu, herhangi bir destek yükümlülüğü olmaksızın ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALE EDİLMEMEYECEĞİ DAİR GARANTİLER İLE TİCARİLİĞE VE BELİRLİ BİR AMACA UYGUNLUĞA DAİR ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL OLMAK, ANCAK TÜMÜ BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEKSİZİN "OLDUĞU GİBİ" ESASIYLA SAĞLAR.

Lisans Alan Taraf, Teknoloji Önizleme Kodunu yalnızca bu Programla birlikte başka bir tarafa devredebilir. Teknoloji Önizleme Kodu, değerlendirme süresinin sona ermesinden sonra programın kullanılmasını engelleyen bir kullanımdan çıkarma aygıtı içerebilir. Lisans Alan Taraf, bu tür bir kullanımdan çıkarma aygıtına ya da Teknoloji Önizleme Koduna müdahale edemez. Lisans Alan Tarafın, Program Teknoloji Önizleme Kodu kullanılamaz olduğunda ortaya çıkabilecek veri kaybını önlemek için önlemler alması gerekir.

Programa Özgü Koşullar

1. Yetki

1.1. IBM SmartCloud Entry for Flex System İçin Yetki

Bölüm 1.1'de, "Program" terimiyle, IBM SmartCloud Entry for Flex System ürününe atıfta bulunulur.

Yönetilen Gövde, bu Programın lisanslandığı ölçüm birimidir. Gövde; güç, soğutma, ağ oluşturma, çeşitli arabağlantılar gibi hizmetler sunan ve kasanın içiyle bağlantı kuran BT öğelerini yöneten fiziksel bir kasa yapısıdır. Lisans Alan Taraf, bu Program tarafından yönetilen her bir Gövde için için Yönetilen Gövde yetkilerini edinmelidir.

1.2. IBM SmartCloud Entry for System x ve IBM SmartCloud Entry for System x Paketi İçin Yetki

Bölüm 1.2'de, "Program" terimiyle, IBM SmartCloud Entry for System x ve IBM SmartCloud Entry for System x paketine atıfta bulunulur.

Yönetilen Sunucu, bu Programın lisanslandığı ölçüm birimidir. Sunucu, bir veya daha fazla kullanıcı ve istemci aygıtında istenen yordamları, komutları veya uygulamaları yürüten ve işlemci birimleri, bellek, ve girdi/çıkıtı kapasitesine sahip fiziksel bir bilgisayardır. Rafların, blade kasalarının ve diğer benzer ekipmanın kullanılması durumunda, gerekli bileşenlere sahip her bir ayrılabılır fiziksel aygıt (örneğin, bir blade aygıtı veya rafa monte edilen bir aygıt) kendi başına ayrı bir Sunucu olarak değerlendirilir. Lisans Alan Taraf, bu Program tarafından yönetilen her Sunucu için Yönetilen Sunucu yetkilerini edinmelidir. Bu Program tarafından

yönetilen her bir Sunucu için gereken Yönetilen Sunucu yetkilerine ek olarak Lisans Alan Tarafın bu Programın üzerinde çalıştırıldığı her sunucu için ek bir Yönetilen Sunucu yetkisi edinmesi gerekir.

1.3. IBM SmartCloud Entry for Power ve IBM SmartCloud Entry for Power Paketi İçin Yetki

Bölüm 1.3'de, "Program" terimiyle, IBM SmartCloud Entry for Power ve IBM SmartCloud Entry for Power paketine atıfta bulunulur.

İşlemci, bu Programın lisanslandığı ölçüm birimidir. İşlemci (genellikle bir işlemci çekirdeği veya CPU olarak adlandırılır) bir bilgi işlem aygıtı içinde yer alan ve yönergeleri yorumlayan ve yürüten işlevsel birim anlamına gelir. Bir işlemci, en az bir yönerge denetim birimini ve bir veya daha fazla aritmetik veya mantıksal birim içerir. Çoklu çekirdek teknolojisinde, her bir çekirdek bir işlemci olarak değerlendirilir.

Bu Programa ilişkin yetki, bu Programı çalıştırmak için kullanılan makine(ler)de etkinleştirilen işlemcilerin (herhangi bir geçici işlemci dahil olmak üzere) ve bu Program tarafından yönetilen makine(ler)de etkinleştirilen işlemcilerin toplam sayısı (herhangi bir geçici işlemci dahil olmak üzere) esas alınarak belirlenir.

2. Program Hak ve Yükümlülüklerinin Devri

Bu Sözleşmede, Bölüm 1 - Genel Koşullar altında yer alan Madde 7. Programın Devri başlıklı maddenin koşulları geçerli değildir ve bunlar aşağıda belirtilen koşullar ile değiştirilir:

Lisans Alan Taraf, bu Programı başka bir tarafa devredemez. Lisans Alan Taraf, Yetki Belgesine (PoE) bağlı olarak bu Programın yetkisini Teşebbüsünün içindeki başka bir makineye taşıyabilir. Teşebbüs, bir tüzel kişilik (bir birey, bir ortaklık veya bir şirket de dahil olmak, ancak tümü bununla sınırlı olmamak üzere) ve onun Bağlı Kuruluşları anlamına gelir. Bağlı Kuruluş, oy hakkına sahip hisselerinin %50'sinden fazlasının veya hisse paylaşımı yoksa, karar alma yetkisinin doğrudan veya dolaylı olarak Teşebbüs'ün mülkiyetinde olduğu ya da Teşebbüs tarafından kontrol edildiği bir tüzel kişiliktir.

Bu Programın yetkisi, Lisans Alan Tarafın Teşebbüsü içinde başka bir makineye taşınrsa, bu Programın kullanımı bu Sözleşmeye tabi olmaya devam edecektir. Lisans Alan Tarafın bu Programın yetkisini, Teşebbüsünün içinde, orijinal makineden daha farklı ya da daha fazla yetkiyle farklı bir makinede kullanmayı istemesi durumunda, IBM'den veya IBM yetkili satıcısından uygun yetkiyi edinmesi ve bu Programa ilişkin yazılım bakım ve destek yetkisini güncellemesi gerekir. Bu Programın yetkisinin, Lisans Alan Tarafın Teşebbüsü içinde başka bir makineye taşınmasından sonra, diğer makineye taşımak için Lisans Alan Tarafın Programın yetkisini aldığı makinede söz konusu Programı kullanma yetkisi sona erer.

3. Devreye Alınan Yazılım Ürünleri

Bu Program, Lisans Alan Tarafa diğer üçüncü kişi yazılımlarını ve diğer IBM yazılımlarını kendi yönetim işlevinin bir bölümü olarak devreye alma olanağını sağlar. Lisans Alan Tarafın

işbu ?Devreye Alınan Yazılım Ürünleri?ni kullanımı, işbu Sözleşmenin değil Devreye Alınan Yazılım Ürününün lisansında yer alan kayıt ve koşullara tabidir. Lisans Alan Taraf, Devreye Alınan Yazılım Ürününü bu Programla bağlantılı olarak kullanmak üzere Devreye Alınan Yazılım Ürünü için geçerli bir lisans edinmeyi kabul etmiş sayılır.

4. Ticari Barındırma Hizmetleri

Bu Sözleşmede aksini belirten hiçbir ifade dikkate alınmaksızın, Lisans Alan Taraf bu Programı sahip olduğu Yetkili Kullanım kapsamında son kullanıcı müşterilerine ("Son Kullanıcılar") Ticari Barındırma Hizmetleri sağlamak amacıyla kullanabilir. Bu Sözleşmenin amaçları açısından Ticari Barındırma Hizmetleri bir ya da birden çok Son Kullanıcıya sağlanan işleme, depolama, ağlar ve diğer temel bilgi işlem kaynakları olarak tanımlanır. Lisans Alan Taraf bu Programı Son Kullanıcılara yalnızca Lisans Alan Tarafın Ticari Barındırma Hizmetlerini kullanmaları amacıyla altlisanslayabilir. Bu tür bir altlisanslama işleminin koşulları, üçüncü kişi bildirimleri de dahil olmak üzere, Uluslararası Program Lisans Sözleşmesinin (UPLS) koşullarına temel olarak benzer olmalıdır; ancak, Lisans Alan Taraf bu Programın altlisansını verdiği Son Kullanıcılara Programı devretme, altlisanslama, kiralama ya da finansal olarak kiralama yetkisini veremez. Bütün bunların dışında; (i) IBM'in, Lisans Alan Tarafa verdiği lisansı sona erdirmesi üzerine, her bir Son Kullanıcının lisansının da sona erdirilmesi gerekir, (ii) Lisans Alan Taraf, Son Kullanıcı ile yaptığı sözleşmeye, IBM'i de bir üçüncü kişi lehdar olarak dahil etmelidir ve (iii) Lisans Alan Taraf, Son Kullanıcının Lisans Alan Tarafın Ticari Barındırma Hizmetlerini kullanımından kaynaklanan iddialarla ilgili olarak ve bu iddialara karşı IBM'i, IBM'in sağlayıcılarını ve distribütörlerini tazmin etmeyi ve IBM'in ve belirtilenlerin herhangi bir zarara uğramalarını sağlamamayı kabul eder.

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 - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.
- b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall

apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

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ISD SLC

Software:

Broadcom Corp. BCM5401/5700 Series Diagnostic Software Component
Broadcom Corp. BCM5401/5700 Series PXE 2.0 Software Component

These software components are from Broadcom Corporation, a Californian corporation with its principal office at 16215 Alton Parkway, Irvine, California 92618.

These software components are covered under the following IBM license:

International License Agreement for Non-Warranted Programs

Part 1 - General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM;
AND

- PROMPTLY RETURN THE PROGRAM AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID. IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

"IBM" is International Business Machines Corporation or one of its subsidiaries.

"License Information" ("LI") is a document that provides information specific to a Program. The Program's LI is available at <http://www.ibm.com/software/sla/> . The LI may also be found in a file in the Program's directory, by the use of a system command, or as a booklet which accompanies the Program.

"Program" is the following, including the original and all whole or partial copies: 1)

machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

A "Proof of Entitlement" ("PoE") is evidence of Your authorization to use a Program at a specified level. That level may be measured, for example, by the number of processors or users. The PoE is also evidence of Your eligibility for future upgrade prices, if any, and potential special or promotional opportunities. If IBM does not provide You with a PoE, then IBM may accept the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

"You" and "Your" refer either to an individual person or to a single legal entity.

This Agreement includes Part 1 - General Terms, Part 2 - Country-unique Terms (if any), License Information, and Proof of Entitlement and is the complete agreement between You and IBM regarding the use of the Program. It replaces any prior oral or written communications between You and IBM concerning Your use of the Program. The terms of Part 2 and License Information may replace or modify those of Part 1. To the extent there is a conflict between the terms of this Agreement and those of the IBM International Passport Advantage Agreement, the terms of the latter agreement prevail.

1. Entitlement

License

The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants You a nonexclusive license to use the Program when You lawfully acquire it.

You may 1) use the Program up to the level of use specified in the PoE and 2) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in

this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

IBM may terminate Your license if You fail to comply with the terms of this Agreement. If IBM does so, You must destroy all copies of the Program and its PoE.

Money-back Guarantee

If for any reason You are dissatisfied with the Program and You are the original licensee, You may obtain a refund of the amount You paid for it, if within 30 days of Your invoice date You return the Program and its PoE to the party from whom You obtained it. If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund.

Program Transfer

You may transfer a Program and all of Your license rights and obligations to another party only if that party agrees to the terms of this Agreement. When You transfer the Program, You must also transfer a copy of this Agreement, including the Program's PoE. After the transfer, You may not use the Program.

2. Charges

The amount payable for a Program license is a one-time charge.

One-time charges are based on the level of use acquired which is specified in the PoE. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify IBM or the party from whom You acquired it and pay any applicable charges.

If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

3. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY.

The exclusion also applies to any of IBM's Program developers and suppliers.

Manufacturers, suppliers, or publishers of non-IBM Programs may provide their own warranties.

IBM does not provide technical support, unless IBM specifies otherwise.

4. Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, You are entitled to recover damages from IBM. In each such instance, regardless of the basis on which You may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to IBM's Program developers and suppliers. It is the maximum for which they and IBM are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. LOSS OF, OR DAMAGE TO, DATA;
2. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
3. You agree to comply with all applicable export and import laws and regulations.

4. You agree to allow IBM to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

5. Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

6. Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.

6. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and IBM consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license.

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ.

CANADA: General (Section 5): The following replaces item 7:

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable."

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws in the Province of Ontario"

PERU: Limitation of Liability (Section 4): The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5): The following is added to this section:

U.S. Government Users Restricted Rights - Use, duplication or disclosure restricted by the GSA ADP Schedule Contract with the IBM Corporation.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

ASIA PACIFIC

AUSTRALIA: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4): The following is added:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State or Territory in which You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4): The following replaces the terms of items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): The following replaces the terms of item 5:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such

proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5): The following is inserted after item 5:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4): The word "SPECIAL" in item 2 of the third paragraph is deleted:

NEW ZEALAND: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4): The following is added:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): The following is added:

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4): The following replaces the terms of item 2 of the third paragraph:

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4): The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.

General (Section 5): The following replaces the terms of item 7:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

No Warranty (Section 3): In the European Union, the following is added at the beginning of this section:

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions of this Section 3.

Limitation of Liability (Section 4): In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4): In France and Belgium, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by:

- 1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;
- 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna;
- 3) "the laws of Finland" in Estonia, Latvia, and Lithuania;
- 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and
- 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

Jurisdiction

The following exceptions are added to this section:

- 1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City);
- 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts;
- 3) in Belgium and Luxembourg, all disputes arising out of this Agreement or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of Your registered office and/or commercial site location only are competent;

- 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris;
- 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow;
- 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg;
- 7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey;
- 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and
- 9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules.

The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: No Warranty (Section 3): The terms of this section are completely replaced by the following:

The following limited warranty applies if You have paid a charge to obtain the Program:

The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. You are responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available. You may return the Program to the party from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it to obtain the refund.

This is our sole obligation to You, except as otherwise required by applicable statutory law.

General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

GERMANY: No Warranty (Section 3): The same changes apply as those in No Warranty (Section 3) under Austria above.

Limitation of Liability (Section 4): The following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence.

General (Section 5): The following replaces the terms of item 5:

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (No Warranty) of this Agreement.

HUNGARY: Limitation of Liability (Section 4): The following is added at the end of this section:

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: No Warranty (Section 3): The following is added to this section:

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Z125-5589-03 (11/2002)

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libsysfs 2.1.0

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There was a minor bug in the sysutils that caused sysfs library to return the wrong host when there are more than nine hosts in the system. The code was patched to fix this. The source code for this modification can be obtained from IBM by sending a request to isdoss@us.ibm.com .

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libcmptutil 0.5.6

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END OF ISD SLC

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Last modified May 22, 2013



Part Number: CT6PXML

Printed in USA

LC23-5134-04



(1P) P/N: CT6PXML

