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5648-AE1 - IBM Wave for z/VM Version 1 Release 1

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Program Number: 5648-AE1

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- b. 修改本程式以與其他產品共同運作

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Název Programu: IBM Wave for z/VM Version 1 Release 1

Číslo Programu: 5648-AE1

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Specifikace Programu naleznete ve souhrnných člancích Popis a Technické informace, které jsou uvedeny v Oznamovacích letácích Programu.

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- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11
 - MariaDB 1.1.1
 - Pentaho 0.8.9.3
- LESSER GENERAL PUBLIC LICENSE V3
- Crystal project (no version)

Podmínky specifické pro Program

Omezení užívání

IBM Wave for z/VM Version 1 Release 1 lze provozovat na serverech IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) a IBM System z10 Business Class (z10 BC).

Oprávnění Držitele licence existuje pouze pro počet jednotek VU (Value Unit) licencovaných na bázi prostředku. Tyto jednotky VU na bázi prostředku mohou být buď pro standardní procesory ("Centrální procesory" neboli "CP"), nebo pro procesory IFL (Integrated Facility for Linux).

Chcete-li Program provozovat na procesorech CP na stroji, musíte si zakoupit takový počet oprávnění VU, který se bude přinejmenším rovnat počtu Aktivních procesorů CP na stroji. Chcete-li Program provozovat na nějakých procesorech IFL na stroji, musíte si zakoupit takový počet oprávnění VU, který se bude přinejmenším rovnat počtu Aktivních procesorů IFL na stroji. "Aktivní procesor CP" nebo "Aktivní procesor IFL" je procesor CP nebo procesor IFL (v tomto pořadí), který je nakonfigurován takovým způsobem, aby byl dostupný pro užívání.

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(VÝSLOVNĚ VYJÁDŘENÉ NEBO VYPLÝVAJÍCÍ Z OKOLNOSTÍ) VČETNĚ - NIKOLIV VŠAK POUZE - JAKÉKOLIV ZÁRUKY PRODEJNOSTI NEBO VHODNOSTI PRO URČITÝ ÚČEL A ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN.

Program může zahrnovat vzorový kód nebo jiné materiály ve formě zdrojového kódu zobrazující programovací postupy. Držitel licence je oprávněn kopírovat a modifikovat tyto materiály pro účely interního užívání pouze pod podmínkou, že toto užívání bude v souladu s licenčními oprávněními stanovenými touto Smlouvou. IBM poskytuje tyto materiály bez závazku podpory a "JAK JSOU", BEZ ZÁRUKY JAKÉHOKOLIV DRUHU, VYJÁDŘENÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ, VČETNĚ ZÁRUKY VLASTNICKÉHO NÁROKU, NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL. Vyloučení záruky se vztahuje rovněž na všechny vývojáře a dodavatele IBM. IBM neposkytuje technickou podporu pro vzorový kód.

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- b. modifikaci Programu takovým způsobem, aby pracoval s ostatními produkty.

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 Wave for z/VM Version 1 Release 1

Référence du Logiciel : 5648-AE1

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LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Dispositions particulières au Logiciel

Restrictions d'utilisation

IBM Wave for z/VM version 1.1 fonctionne sur les systèmes IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) et IBM System z10 Business Class (z10 BC).

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Avant d'exécuter le Logiciel sur n'importe tout Processeur Central sur une machine, vous devez acquérir une quantité d'autorisations de type Unité de Valeur au moins égale à la quantité de Processeur Centraux Actifs sur la machine. Avant d'exécuter le Logiciel sur tout Coeur Processeur IFL sur une machine, vous devez acquérir une quantité d'autorisations de type Unité de Valeur au moins égale à la quantité de Coeurs Processeur IFL Actifs sur la machine. Un "Processeur Central Actif" ou un "Coeurs Processeur IFL Actif" est un Processeur Central ou un Coeurs Processeur IFL, respectivement, configuré de sorte qu'il soit utilisable.

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Certains composants du Logiciel sont fournis sous forme de code source. Nonobstant toute mention contraire dans les Conditions Internationales d'Utilisation des Logiciels IBM ("IPLA"), le Support est uniquement fourni pour les versions non modifiées et en code binaire des composants fournis avec le Logiciel, et non pour le code source desdits composants ou pour toute modification desdits composants que le Détenteur de la Licence pourrait créer. IBM fournit ce code source "EN L'ÉTAT" SANS GARANTIE D'AUCUNE SORTE. IBM DÉCLINE TOUTE RESPONSABILITÉ, EXPLICITE OU IMPLICITE, Y COMPRIS, DE FAÇON NON LIMITATIVE, CONCERNANT LES GARANTIES D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ ET DE NON-CONTREFAÇON.

Le Logiciel peut contenir des exemples de code ou d'autres éléments sous forme de code source, qui illustrent les techniques de programmation. Le Détenteur de la Licence est autorisé à copier et modifier ces éléments à des fins internes uniquement, sous réserve que ladite utilisation soit conforme aux droits de licence concédés au titre du présent Contrat. IBM fournit lesdits éléments sans obligation de support. Les éléments sont fournis "EN L'ÉTAT", SANS GARANTIE D'AUCUNE SORTE, EXPLICITE OU IMPLICITE, Y COMPRIS TOUTE GARANTIE DE TITRE, DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, AINSI QUE LES GARANTIES IMPLICITES EN MATIÈRE DE VALEUR MARCHANDE ET D'APTITUDE À L'EXECUTION D'UN TRAVAIL DONNE. Cette exclusion s'applique également aux développeurs et fournisseurs d'un Logiciel IBM. IBM ne fournit aucun support technique pour le code exemple.

Disponibilité des éléments du Logiciel sous licence

Pour chaque licence, IBM autorise le Détenteur de la Licence à utiliser toute partie du Logiciel 1) qu'IBM fournit sous la forme de code source ou 2) dont l'usage est restreint (par exemple, "Éléments IBM à usage restreint") à la seule fin de :

- a. résoudre les incidents liés à l'utilisation du Logiciel ; et
- b. modifier le Logiciel de sorte qu'il fonctionne conjointement avec d'autres produits.

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 Wave for z/VM Version 1 Release 1

Programmnummer: 5648-AE1

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.

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:
CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3
- LESSER GENERAL PUBLIC LICENSE V2.1
- JCommon 1.0.12
- Jcommon-serializer 0.2.0
- JFreeChart 1.0.8
- Libfonts 0.3.4
- libformula 0.1.17
- libloader 0.3.7
- Librepository 0.1.6
- Libxml 0.9.11
- MariaDB 1.1.1
- Pentaho 0.8.9.3
- LESSER GENERAL PUBLIC LICENSE V3
- Crystal project (no version)

Programmspezifische Bedingungen

Nutzungsbeschränkungen

IBM Wave for z/VM Version 1 Release 1 kann auf IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) und IBM System z10 Business Class (z10 BC) ausgeführt werden.

Die Berechtigung des Lizenznehmers gilt nur für die Anzahl der lizenzierten Value-Units auf Enginebasis. Die Value-Units auf Enginebasis beziehen sich entweder auf Standardprozessoren ("Zentralprozessoren" oder "CPs") oder Integrated Facility for Linux-Prozessoren ("IFLs").

Wenn das Programm auf CPs in einer Maschine ausgeführt wird, muss der Lizenznehmer mindestens die Anzahl an Value-Unit-Berechtigungen erworben haben, die der Anzahl aktiver CPs auf der Maschine entspricht. Wenn das Programm auf IFLs in einer Maschine ausgeführt wird, muss der Lizenznehmer mindestens die Anzahl an Value-Unit-Berechtigungen erworben haben, die der Anzahl aktiver IFLs auf der Maschine entspricht. Ein "aktiver CP" oder ein "aktiver IFL" ist ein CP bzw. ein IFL, der so konfiguriert ist, dass er zur Nutzung verfügbar ist.

Der Lizenznehmer darf das Programm nur zusammen mit der Maschine, auf der er zur Ausführung des Programms berechtigt ist, an Dritte übertragen (wird als "eingeschränkte Übertragung" bezeichnet). Voraussetzung für die eingeschränkte Übertragung des Programms an einen Dritten ist, dass der Lizenznehmer seine Rechte und Verpflichtungen aus der Vereinbarung ebenfalls an den Empfänger überträgt, der die Maschine erhält. Damit endet die Berechtigung des Lizenznehmers zur weiteren Nutzung des Programms. Bei der Übertragung der Maschine und des Programms muss der Lizenznehmer entweder ein gedrucktes Exemplar der Vereinbarung mitliefern oder, für den Fall der elektronischen Lizenzierung des

Programms, die Aktionen durchführen, die erforderlich sind, damit der Empfänger der Maschine vor der ersten Nutzung des Programms zur elektronischen Bestätigung der Vereinbarung aufgefordert wird.

Dieses Programm ist nicht für den Einsatz bei der Planung, der Errichtung, dem Betrieb oder der Wartung von Nuklearanlagen ausgelegt, lizenziert oder vorgesehen.

Gewährleistungsausschluss

Einige Komponenten des Programms werden im Quellcodeformat zur Verfügung gestellt. Ungeachtet gegenteiliger Regelungen in den Internationalen Nutzungsbedingungen für Programmpakete (IPLA) wird Unterstützung nur für die unveränderten Binärcodeversionen der im Programmpaket enthaltenen Komponenten zur Verfügung gestellt, und nicht für den Quellcode dieser Komponenten oder die vom Lizenznehmer erstellten Bearbeitungen dieser Komponenten. IBM stellt den Quellcode ohne Wartung (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne stillschweigende Gewährleistung für die Handelsüblichkeit, die Verwendungsfähigkeit für einen bestimmten Zweck und die Freiheit von Rechten Dritter.

Das Programm kann Beispielcode oder andere Materialien im Quellenformat enthalten, die Programmiertechniken veranschaulichen. Der Lizenznehmer darf diese Materialien nur für den internen Gebrauch kopieren und bearbeiten, sofern eine solche Verwendung den Lizenzrechten unter dieser Vereinbarung entspricht. IBM stellt diese Materialien ohne eine Verpflichtung zur Unterstützung oder Wartung (auf "as-is"-Basis) und ohne 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. Dieser Gewährleistungsausschluss gilt auch für die Programmentwickler und Lieferanten von IBM. IBM leistet keine technische Unterstützung für den Beispielcode.

Verfügbarkeit des Lizenzprogrammmaterials

Im Rahmen jeder Lizenz ist dem Lizenznehmer die Nutzung der Programmteile, die IBM 1) im Quellenformat bereitstellt oder 2) als beschränkt nutzbar kennzeichnet (z. B. "Restricted Materials of IBM") nur für folgende Zwecke gestattet:

- a. zur Behebung von Problemen, die bei der Nutzung des Programms auftreten, und
- b. zur Durchführung von Programmänderungen, damit das Programm zusammen mit anderen Produkten ausgeführt werden kann.

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 Wave for z/VM Version 1 Release 1

Αριθμός Προγράμματος: 5648-AE1

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.

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(-εων) 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 αποζημιώσει 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 ζημιές, ζημιές 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:

CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Όροι για το Συγκεκριμένο Πρόγραμμα

Περιορισμοί Χρήσης

To IBM Wave for z/VM Version 1 Release 1 λειτουργεί στα IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) και IBM System z10 Business Class (z10 BC).

Τα δικαιώματα του Δικαιούχου Άδειας Χρήσης αφορούν μόνο την ποσότητα βασιζόμενων σε κινητήρια μηχανή Μονάδων Αξίας (engine-based Value Units) για την οποία του χορηγήθηκε άδεια χρήσης. Αυτές οι βασιζόμενες σε κινητήρια μηχανή Μονάδες Αξίας μπορεί να αφορούν είτε σε τυπικούς επεξεργαστές (που αναφέρονται ως Κεντρικοί Επεξεργαστές (Central Processors - "CP")) είτε σε επεξεργαστές IFL (Integrated Facility for Linux).

Για την εκτέλεση του Προγράμματος σε οποιουδήποτε Κεντρικούς Επεξεργαστές σε μια μηχανή, θα πρέπει να έχετε αποκτήσει αριθμό εξουσιοδοτήσεων επί Μονάδων Αξίας τουλάχιστον ίσο με τον αριθμό των Ενεργών Κεντρικών Επεξεργαστών στη μηχανή. Για την εκτέλεση του Προγράμματος σε οποιουδήποτε επεξεργαστές IFL σε μια μηχανή, θα πρέπει να έχετε αποκτήσει αριθμό εξουσιοδοτήσεων επί Μονάδων Αξίας τουλάχιστο ίσο με τον αριθμό των Ενεργών Κεντρικών Επεξεργαστών στη μηχανή. "Ενεργός Κεντρικός

Επεξεργαστής" (Active CP) ή "Ενεργός Επεξεργαστής IFL" (Active IFL) είναι ένας Κεντρικός Επεξεργαστής ή Επεξεργαστής IFL, αντίστοιχα, που έχει παραμετροποιηθεί έτσι ώστε να είναι διαθέσιμος για χρήση.

Ο Δικαιούχος Άδειας Χρήσης μπορεί να μεταβιβάσει στο Πρόγραμμα σε τρίτο μέρος μόνο σε συνάρτηση με τη μεταβίβαση της μηχανής του Δικαιούχου Άδειας Χρήσης στην οποία ο Δικαιούχος Άδειας Χρήσης έχει το δικαίωμα να εκτελεί το Πρόγραμμα (αναφερόμενη ως "Περιορισμένη Μεταβίβαση"), δεδομένου ότι για κάθε εν λόγω Περιορισμένη Μεταβίβαση του Προγράμματος, ο Δικαιούχος Άδειας Χρήσης απαιτείται να μεταβιβάσει τα δικαιώματα και τις υποχρεώσεις του βάσει της Σύμβασης στο τρίτο μέρος στο οποίο μεταβιβάζεται το Πρόγραμμα και κατά συνέπεια τερματίζεται η εξουσιοδότηση του Δικαιούχου Άδειας Χρήσης να χρησιμοποιεί το Πρόγραμμα. Όταν προβεί στη μεταβίβαση της μηχανής και του Προγράμματος, ο Δικαιούχος Άδειας Χρήσης θα πρέπει να παράσχει είτε ένα έντυπο αντίγραφο της Σύμβασης είτε, εάν χρησιμοποιείται η ηλεκτρονική χορήγηση αδειών χρήσης για το Πρόγραμμα, θα πρέπει να προβεί στη λήψη των απαραίτητων μέτρων για την εξασφάλιση της αποδοχής της Σύμβασης άδειας χρήσης από το τρίτο μέρος στο οποίο μεταβιβάζεται το Πρόγραμμα πριν την πρώτη του χρήση του Προγράμματος.

Το Πρόγραμμα δεν έχει σχεδιαστεί και δεν προορίζεται για χρήση στα πλαίσια του σχεδιασμού, της κατασκευής, της λειτουργίας ή της συντήρησης οποιωνδήποτε πυρηνικών εγκαταστάσεων και ότι η άδεια χρήσης δεν εξουσιοδοτεί τη χρήση του Προγράμματος στα πλαίσια των ανωτέρω δραστηριοτήτων.

Δήλωση Αποποίησης Εγγυήσεων

Ορισμένα από τα λειτουργικά τμήματα του Προγράμματος παρέχονται σε μορφή πηγαίου κώδικα (source code). Παρά την ύπαρξη οποιουδήποτε αντίθετου όρου στη Διεθνή Σύμβαση Άδειας Χρήσης Προγράμματος της IBM (IBM International Program License Agreement - IPLA), παρέχεται Υποστήριξη μόνο για τις μη τροποποιημένες εκδοχές σε μορφή δυαδικού κώδικα (binary code) των εν λόγω λειτουργικών τμημάτων που περιλαμβάνονται στη συσκευασία του Προγράμματος, και όχι για τον πηγαίο κώδικα των εν λόγω λειτουργικών τμημάτων, ούτε για οποιεσδήποτε τροποποιημένες εκδοχές των εν λόγω λειτουργικών τμημάτων που μπορεί να δημιουργήσει ο Δικαιούχος Άδειας Χρήσης. Η IBM παρέχει τον εν λόγω πηγαίο κώδικα "ΩΣ ΕΧΕΙ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ (ΡΗΤΗ Ή ΣΙΩΠΗΡΗ), ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΟΠΟΙΩΝΔΗΠΟΤΕ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ ΚΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΕΓΓΥΗΣΕΩΝ ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ ΤΡΙΤΩΝ.

Το Πρόγραμμα μπορεί να περιέχει δείγματα κώδικα ή άλλα υλικά σε μορφή πηγαίου κώδικα τα οποία απεικονίζουν τεχνικές προγραμματισμού. Ο Δικαιούχος Άδειας Χρήσης μπορεί να αντιγράψει και να τροποποιήσει αυτά τα υλικά για εσωτερική χρήση, υπό τον όρο ότι η εν λόγω χρήση συνάδει με τα δικαιώματα χρήσης που του παρέχονται στα πλαίσια της παρούσας Σύμβασης. Η IBM παρέχει τα εν λόγω υλικά χωρίς υποχρέωση

υποστήριξης και "ΩΣ ΕΧΟΥΝ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ, ΡΗΤΗ Ή ΣΙΩΠΗΡΗ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ. Η εξαίρεση αυτή ισχύει επίσης για οποιεσδήποτε εταιρείες ανάπτυξης Προγραμμάτων και προμηθευτές της IBM. Η IBM δεν παρέχει τεχνική υποστήριξη για δείγματα κώδικα.

Διαθεσιμότητα Υλικών Κατοχυρωμένων Προγραμμάτων

Με κάθε άδεια χρήσης, η IBM εξουσιοδοτεί το Δικαιούχο Άδειας Χρήσης να χρησιμοποιεί οποιοδήποτε τμήμα του Προγράμματος που η IBM 1) παρέχει σε μορφή πηγαίου κώδικα ή 2) προσδιορίζει ως υλικό περιορισμένης χρήσης (π.χ. με την ένδειξη "Restricted Materials of IBM") μόνο για:

α. την επίλυση προβλημάτων που σχετίζονται με τη χρήση του Προγράμματος, και

β. την τροποποίηση του Προγράμματος έτσι ώστε να μπορεί να λειτουργεί σε συνδυασμό με άλλα προϊόντα.

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 Wave for z/VM Version 1 Release 1

Nomor Program: 5648-AE1

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.

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:

CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Syarat-syarat unik Program

Pembatasan Penggunaan

IBM Wave for z/VM Version 1 Release 1 beroperasi pada IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC), dan IBM System z10 Business Class (z10 BC).

Kepemilikan Pemegang Lisensi adalah hanya untuk sejumlah Unit-unit Nilai berbasis mesin yang dilisensikan. Unit-unit Nilai berbasis mesin dapat digunakan untuk prosesor-prosesor standar (CP) atau prosesor-prosesor Fasilitas Bersama untuk Linux (Integrated Facility for Linux - IFL).

Ketika menjalankan Program di CP pada mesin, Anda harus memperoleh kuantitas otorisasi Unit Nilai yang setidaknya setara dengan kuantitas CP yang Aktif pada mesin. Ketika menjalankan Program di IFL pada mesin, Anda harus memperoleh kuantitas otorisasi Unit Nilai yang setidaknya setara dengan kuantitas CP yang Aktif pada mesin. "CP yang Aktif" atau "IFL yang Aktif" merupakan CP atau IFL, yang dikonfigurasi sedemikian rupa sehingga untuk pengguna.

Pemegang Lisensi hanya dapat mentransfer Program kepada pihak lainnya, yang berkaitan dengan transfer mesin Pemegang Lisensi di mana Pemegang Lisensi berhak menjalankan Program (disebut sebagai "Transfer Terbatas"), dengan ketentuan bahwa Transfer Terbatas dari Program tersebut mewajibkan Pemegang Lisensi untuk

mentransfer hak-hak dan kewajiban-kewajiban Pemegang Lisensi berdasarkan Perjanjian kepada pihak penerima transfer dan oleh karena itu, mengakhiri hak Pemegang Lisensi untuk tetap menggunakan Program. Pada saat mesin dan Program ditransfer, Pemegang Lisensi harus memberikan salinan cetak Perjanjian atau, apabila pemberian lisensi elektronik digunakan untuk Program, mengambil tindakan-tindakan yang diperlukan yang akan mewajibkan penerimaan Perjanjian dengan cara elektronik oleh pihak penerima transfer sebelum penggunaan Program pertama kali oleh pihak penerima transfer.

Program ini tidak dirancang, dilisensikan, atau ditujukan bagi penggunaan di bidang rancangan, konstruksi, operasi atau pemeliharaan fasilitas nuklir.

Sanggahan atas Jaminan

Beberapa komponen Program diberikan dalam bentuk sumber kode. Meskipun terdapat ketentuan apa pun yang menetapkan sebaliknya dalam Perjanjian Lisensi Program Internasional (IPLA) IBM, Dukungan diberikan hanya untuk versi-versi kode biner yang tidak dimodifikasi dari komponen-komponen ini yang dimasukkan di dalam kemasan Program, dan tidak untuk sumber kode untuk komponen-komponen ini atau untuk setiap modifikasi dari komponen-komponen tersebut yang dapat dibuat oleh Pemegang Lisensi. IBM memberikan sumber kode ini ATAS DASAR "SEBAGAIMANA ADANYA", TANPA ADANYA JAMINAN DALAM BENTUK APA PUN (SECARA TEGAS ATAU TERSIRAT) TERMASUK, TETAPI TIDAK TERBATAS PADA, SETIAP JAMINAN SECARA TERSIRAT TENTANG KEMAMPUAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU DAN SETIAP JAMINAN TENTANG TIDAK ADANYA PELANGGARAN.

Program dapat berisi kode contoh atau material-material lainnya dalam bentuk sumber yang menggambarkan teknik-teknik pemrograman. Pemegang Lisensi dapat menyalin dan memodifikasi material-material ini untuk penggunaan internal hanya dengan ketentuan bahwa penggunaan tersebut sesuai dengan hak-hak lisensi berdasarkan Perjanjian ini. IBM memberikan material-material ini tanpa adanya kewajiban dukungan dan "SEBAGAIMANA ADANYA", TANPA ADANYA JAMINAN DALAM BENTUK APA PUN, SECARA TEGAS ATAU TERSIRAT, TERMASUK JAMINAN TENTANG HAK MILIK, TIDAK ADANYA PELANGGARAN ATAU TIDAK ADANYA CAMPUR TANGAN SERTA JAMINAN-JAMINAN DAN KETENTUAN-KETENTUAN SECARA TERSIRAT TENTANG KEMAMPUAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU. Pengecualian juga berlaku untuk setiap pengembang dan pemasok Program IBM. IBM tidak memberikan dukungan teknis untuk kode contoh.

Ketersediaan Material Program yang Dilisensikan

Berdasarkan masing-masing lisensi, IBM memberikan hak kepada Pemegang Lisensi untuk menggunakan sebagian Program yang 1) diberikan dalam bentuk sumber, atau 2) diberi tanda dibatasi (sebagai contoh, "Material IBM yang Dibatasi") oleh IBM hanya untuk:

- a. menyelesaikan permasalahan-permasalahan yang terkait dengan penggunaan Program, dan
- b. memodifikasi Program sehingga Program dapat bekerja sama dengan produk-produk lainnya.

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 Wave for z/VM Version 1 Release 1

Numero Programma: 5648-AE1

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- JFreeChart 1.0.8

- Libfonts 0.3.4
- libformula 0.1.17
- libloader 0.3.7
- Librepository 0.1.6
- Libxml 0.9.11
- MariaDB 1.1.1
- Pentaho 0.8.9.3

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- Crystal project (no version)

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プログラム名: IBM Wave for z/VM Version 1 Release 1

プログラム番号: 5648-AE1

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- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

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特記事項

使用上の制限

IBM Wave for z/VM Version 1 Release 1 は、IBM zEnterprise EC12 (zEC12)、IBM zEnterprise BC12 (zBC12)、IBM zEnterprise 196 (z196)、IBM zEnterprise 114 (z114)、IBM System z10 Enterprise Class (z10 EC)、および IBM System z10 Business Class (z10 BC) 上で稼働します。

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프로그램 이름: IBM Wave for z/VM Version 1 Release 1
프로그램 번호: 5648-AE1

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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 "한불 보증" 조항에 따라 명시된 기간 내에 프로그램을 반환할 수 있습니다.

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다음은 별도로 라이선스가 부여된 코드입니다.

- CREATIVE COMMONS LICENSE
- FAMFAMFAM Silk icons v1.3
- LESSER GENERAL PUBLIC LICENSE V2.1
- JCommon 1.0.12
 - Jcommon-serializer 0.2.0
 - JFreeChart 1.0.8
 - Libfonts 0.3.4
 - libformula 0.1.17
 - libloader 0.3.7
 - Librepository 0.1.6
 - Libxml 0.9.11
 - MariaDB 1.1.1
 - Pentaho 0.8.9.3
- LESSER GENERAL PUBLIC LICENSE V3
- Crystal project (no version)

프로그램 고유 조항

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Programos pavadinimas: IBM Wave for z/VM Version 1 Release 1

Programos numeris: 5648-AE1

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CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Unikalios programos sąlygos

Naudojimo apribojimai

„IBM Wave for z/VM“ 1 versijos 1 leidimas veikia „IBM zEnterprise EC12“ („zEC12“), „IBM zEnterprise BC12“ („zBC12“), „IBM zEnterprise 196“ („z196“), „IBM zEnterprise 114“ („z114“), „IBM System z10 Enterprise Class“ („z10 EC“) ir „IBM System z10 Business Class“ („z10 BC“).

Licenciatui suteikiama teisė tik į modulių pagrįstų licencijuotų Vertės vienetų kiekį. Šie moduliai pagrįsti Vertės vienetai gali būti skirti standartiniams procesoriams (vadinamiems centriniais procesoriais arba CP) arba „Integrated Facility for Linux“ procesoriams (IFL).

Vykdydami Programą bet kuriame kompiuteryje esančiame CP, turite turėti bent tiek Vertės vienetų įgaliojimų, kiek kompiuteryje yra Aktyvių CP. Vykdydami Programą bet kuriame kompiuteryje esančiame IFL, turite turėti bent tiek Vertės vienetų įgaliojimų, kiek kompiuteryje yra Aktyvių IFL. Aktyvus CP arba Aktyvus IFL yra, atitinkamai, CP arba IFL, kuris yra sukonfigūruotas naudoti.

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Ši Programa nesukurta, nelicencijuota ar neskirta naudoti kuriant, konstruojant, valdant arba tvarkant bet kokią branduolinę objektą.

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- a. su Programa susijusioms problemoms spręsti ir
- b. Programai modifikuoti taip, kad ji veiktų kartu su kitais produktais

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Nazwa Programu: IBM Wave for z/VM Version 1 Release 1

Numer Programu: 5648-AE1

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Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

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- JCommon 1.0.12
- Jcommon-serializer 0.2.0
- JFreeChart 1.0.8
- Libfonts 0.3.4
- libformula 0.1.17
- libloader 0.3.7
- Librepository 0.1.6
- Libxml 0.9.11
- MariaDB 1.1.1
- Pentaho 0.8.9.3

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- Crystal project (no version)

Warunki specyficzne dla Programów

Ograniczenia w używaniu

Produkt IBM Wave for z/VM, wersja 1, wydanie 1 działa na komputerach IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) oraz IBM System z10 Business Class (z10 BC).

Uprawnienie dla Licencjobiorcy obejmuje wyłącznie licencjonowane jednostki wartości oparte na mechanizmach. Takie jednostki wartości mogą opierać się na procesorach standardowych (zwanym dalej "CP") lub procesorach Integrated Facility for Linux (zwanym dalej "IFL").

W przypadku uruchamiania Programu w oparciu o dowolne procesory CP w ramach danej maszyny Licencjobiorca musi nabyć upoważnienia do Jednostek Wartości w liczbie co najmniej równej liczbie Aktywnych procesorów CP w tej maszynie. W przypadku uruchamiania Programu w oparciu o dowolne procesory IFL w ramach danej maszyny Licencjobiorca musi nabyć upoważnienia do Jednostek Wartości w liczbie co najmniej równej liczbie Aktywnych procesorów IFL w tej maszynie. Pojęcia "Aktywny procesor CP" i "Aktywny procesor IFL" oznaczają odpowiednio procesor CP lub procesor IFL skonfigurowany w sposób umożliwiający jego natychmiastowe użycie.

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Nome do Programa: IBM Wave for z/VM Version 1 Release 1

Número do Programa: 5648-AE1

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- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

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- Crystal project (no version)

Termos Exclusivos do Programa

Restrições de Uso/Utilização

O IBM Wave for z/VM Versão 1 Release 1 opera no IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) e IBM System z10 Business Class (z10 BC).

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Название Программы: IBM Wave for z/VM Version 1 Release 1

Номер Программы: 5648-AE1

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- (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
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- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Особые Положения для Программы

Ограничения на Использование

IBM Wave for z/VM, версия 1, выпуск 1 работает на IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) и IBM System z10 Business Class (z10 BC).

Лицензиату предоставляется право только на лицензированное количество Единиц Мощности на основе процессоров. Эти Единицы Мощности на основе процессоров могут применяться для стандартных процессоров (называемых "Центральными процессорами", или "ЦП") или процессоров Integrated Facility for Linux ("IFL").

При выполнении Программы на любых ЦП на машине вы должны приобрести количество разрешений на основе Единиц Оценки, по крайней мере равное количеству Активных ЦП на машине. При выполнении Программы на любых IFL на машине вы должны приобрести количество разрешений на основе Единиц Оценки, по крайней мере равное количеству Активных IFL на машине. "Активный ЦП" или "Активный IFL" - это ЦП или IFL, соответственно, который сконфигурирован таким образом, что он доступен для использования.

Лицензиату разрешается передавать Программу другой стороне только в связи с передачей Лицензиатом машины, на которой Лицензиату разрешено запускать Программу (называется "Ограниченной Передачей"), при условии что любая такая Ограниченная Передача Программы требует от Лицензиата передачи прав и обязательств Лицензиата по Соглашению правопробретателю и, следовательно, прекращает действие разрешений Лицензиата на дальнейшее использование Программы. В случае передачи машины и Программы Лицензиат должен либо предоставить печатную копию Соглашения, либо, если используется электронное

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Программа может содержать образец программного кода или другие материалы в виде исходного кода, которые иллюстрируют техники программирования. Лицензиат может копировать и изменять эти материалы только для внутреннего использования, при условии что такое использование соответствует лицензионным правам по данному Соглашению. IBM предоставляет эти материалы без обязательств обеспечения поддержки и "КАК ЕСТЬ", БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ, КАК ЯВНЫХ, ТАК И ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ И ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ. Это исключение также распространяется на всех разработчиков и поставщиков Программ IBM. IBM не предоставляет техническую поддержку для образца кода.

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Ime programa: IBM Wave for z/VM Version 1 Release 1

Številka programa: 5648-AE1

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Sledijo ločeno licencirane kode:

CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Pogoji, specifični za program

Omejitve uporabe

IBM Wave for z/VM, različica 1, izdaja 1, deluje v okoljih IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) in IBM System z10 Business Class (z10 BC).

Upravičenje imetnika licence se nanaša samo na količino licenciranih vrednostnih enot na osnovi procesorja. Te vrednostne enote, ki temeljijo na procesorju, so lahko uporabljene ali za standardne procesorje (imenovane "centralni procesorji" oziroma "CP-ji") ali pa za integrirano funkcijo za procesorje Linux ("IFL").

Za izvajanje programa v poljubnih CP-jih v računalniku morate pridobiti količino pooblastil za vrednostne enote, ki je najmanj enaka količini aktivnih CP-jev v računalniku. Za izvajanje programa v poljubnih IFL-jih v računalniku morate pridobiti količino pooblastil za vrednostne enote, ki je najmanj enaka količini aktivnih IFL-jev v računalniku. "Aktivni CP" ali "aktivni IFL" je CP oziroma IFL, ki je konfiguriran tako, da je razpoložljiv za uporabo.

Imetnik licence lahko prenese program na drugo pogodbeno stranko samo v povezavi s svojim prenosom računalnika, na katerem lahko izvaja program (to imenujemo "omejen prenos"), pod pogojem, da mora imetnik licence pri vsakem takšnem omejenem prenosu programa prenesti svoje pravice in obveznosti, ki izhajajo iz te pogodbe, na prevzemnika, s čimer preneha veljati pooblastilo imetnika licence za uporabo programa. Ob prenosu računalnika in programa mora imetnik licence posredovati natisnjeno kopijo pogodbe, v primeru elektronskega licenciranja programa pa poskrbeti za ustrezne ukrepe, ki bodo od prevzemnika zahtevali, da pred prvo uporabo programa elektronsko soglaša s pogodbo.

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Program lahko vsebuje vzorčno kodo in drugo gradivo v izvorni obliki, ki prikazuje programske tehnike. Imetnik licence lahko prekopira in spremeni to gradivo samo za interno uporabo, vendar pod pogojem, da je takšna uporaba skladna z licenčnimi pravicami, ki izhajajo iz te pogodbe. IBM nudi to gradivo brez obveznosti za podporo in "TAKŠNO, KAKRŠNO JE", BREZ GARANCIJ KAKRŠNEKOLI VRSTE, PA NAJ BODO IZRECNE ALI NAKAZANE, KAR VKLJUČUJE TUDI GARANCIJO ZA NASLOV, NEKRŠENJE ALI OVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA PRIMERNOST ZA PRODAJO IN ZA

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Nombre de Programa: IBM Wave for z/VM Version 1 Release 1

Número de Programa: 5648-AE1

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LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1

- Pentaho 0.8.9.3

LESSER GENERAL PUBLIC LICENSE V3

- Crystal project (no version)

Términos Exclusivos del Programa

Restricciones de uso

IBM Wave for z/VM Versión 1 Release 1 funciona en IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) e IBM System z10 Business Class (z10 BC).

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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 Wave for z/VM Version 1 Release 1

Program Numarası: 5648-AE1

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

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Ayrıca Lisanslanan Kod aşağıdadır:

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LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializer 0.2.0

- JFreeChart 1.0.8

- Libfonts 0.3.4

- libformula 0.1.17

- libloader 0.3.7

- Librepository 0.1.6

- Libxml 0.9.11

- MariaDB 1.1.1
- Pentaho 0.8.9.3
LESSER GENERAL PUBLIC LICENSE V3
- Crystal project (no version)

Programa Özgü Koşullar

Kullanım Sınırlamaları

IBM Wave for z/VM Version 1 Release 1, IBM zEnterprise EC12 (zEC12), IBM zEnterprise BC12 (zBC12), IBM zEnterprise 196 (z196), IBM zEnterprise 114 (z114), IBM System z10 Enterprise Class (z10 EC) ve IBM System z10 Business Class (z10 BC) üzerinde çalışır.

Lisans Alan Tarafın yetkisi, yalnızca lisanslanan motor esasına dayalı Değer Birimlerinin sayısı içindir. Bu motor esasına dayalı Değer Birimleri, standart işlemciler ("Merkezi İşlemciler" ya da "CP'ler" olarak atıfta bulunulur) veya Integrated Facility for Linux işlemcileri ("IFL'ler") için kullanılabilir.

Bu Programı bir makine üzerindeki herhangi bir Merkezi İşlemcide ("CP") çalıştırırken, en az söz konusu makine üzerindeki Etkin Merkezi İşlemcilerin ("CP") miktarına eşit miktarda Değer Birimi (VU) yetkisi edinmiş olmanız gerekir. Bu Programı bir makine üzerindeki herhangi bir Integrated Facility for Linux işlemcilerinde ("IFL'ler") çalıştırırken, en az söz konusu makine üzerindeki Integrated Facility for Linux işlemcilerinin ("IFL'ler") miktarına eşit miktarda Değer Birimi (VU) yetkisi edinmiş olmanız gerekir. "Etkin CP" ya da "Etkin IFL", sırasıyla kullanılacak şekilde yapılandırılmış olan bir Merkezi İşlemci ("CP") ya da Integrated Facility for Linux ("IFL") olarak tanımlanır.

Lisans Alan Taraf, bu Programı başka bir tarafa, yalnızca bu Programı çalıştırmaya yetkili olduğu makineyi devretmesiyle bağlantılı olarak devredebilir (bu işlem "Sınırlı Devir" olarak adlandırılır). Ancak, bu Programın bu türlü her Sınırlı Devri, Lisans Alan Tarafın, bu Sözleşme kapsamındaki haklarını ve yükümlülüklerini devredilen kişiye devretmesini gerektirir ve bu nedenle bu Programı kullanımına ilişkin yetkisini sona erdirir. Makine ve Program devredildiğinde, Lisans Alan Taraf, Sözleşmenin yazılı bir kopyasını sağlamalı ya da Program için elektronik lisanslama yöntemi kullanıldıysa, Programı ilk kullanımdan önce, devredilen kişinin Sözleşmeye ilişkin elektronik onayını zorunlu kılacak şekilde gerekli önlemleri almalıdır.

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Crystal project

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