



License Information

許可信息

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

5648-AE1 - IBM Wave for z/VM Version 1 Release 2

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the IBM International Program License Agreement (Z125-3301-14) applies.

Program Name: IBM Wave for z/VM Version 1 Release 2
Program Number: 5648-AE1

As described in the International Program License Agreement ("IPLA") and this License Information, IBM grants Licensee a limited right to use the Program. This right is limited to the level of Authorized Use, such as a Processor Value Unit ("PVU"), a Resource Value Unit ("RVU"), a Value Unit ("VU"), or other specified level of use, paid for by Licensee as evidenced in the Proof of Entitlement. Licensee's use may also be limited to a specified machine, or only as a Supporting Program, or subject to other restrictions. As Licensee has not paid for all of the economic value of the Program, no other use is permitted without the payment of additional fees. In addition, Licensee is not authorized to use the Program to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Program unless expressly provided for in the applicable agreements under which Licensee obtains authorizations to use the Program. Additional rights may be available to Licensee subject to the payment of additional fees or under different or supplementary terms. IBM reserves the right to determine whether to make such additional rights available to Licensee.

Program's specifications can be found in the collective Description and Technical Information sections of the Program's Announcement Letters.

Limited Use Program

This Program is supplied only for use with named hardware or hardware configuration(s) identified below or upgrades to them. Licensee is prohibited from using this Program in connection with any other hardware.

Named hardware or hardware configuration(s):

IBM z13
IBM z13s
IBM LinuxONE Emperor
IBM LinuxONE Rockhopper
IBM zEnterprise EC12 (zEC12)
IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Separately Licensed Code

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. Each of the components listed below is considered "Separately Licensed Code". IBM Separately Licensed Code is licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program. Notwithstanding any of the terms in the Agreement, or any other agreement Licensee may have with IBM, the terms of such third party license agreement(s) governs Licensee's use of all Separately Licensed Code unless otherwise noted below.

Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in another NON_IBM_LICENSE file that accompanies the Program update or fix. Licensee acknowledges that Licensee has read and agrees to the license agreements contained in the NON_IBM_LICENSE file(s). If Licensee does not agree to the terms of these third party license agreements, Licensee may not use the Separately Licensed Code.

For Programs acquired under the International Program License Agreement ("IPLA") or International Program License Agreement for Non Warranted Program ("ILAN") and Licensee is the original licensee of the Program, if Licensee does not agree with the third party license agreements, Licensee may return the Program in accordance with the terms of, and within the specified time frames stated in, the "Money-back Guarantee" section of the IPLA or ILAN IBM Agreement.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement Licensee may have with IBM:

- (a) IBM provides this Separately Licensed Code to Licensee WITHOUT WARRANTIES OF ANY KIND;
- (b) IBM DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;
- (c) IBM is not liable to Licensee, and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

Notwithstanding these exclusions, in Germany and Austria, IBM's warranty and liability for the Separately Licensed Code is governed only by the respective terms applicable for Germany and Austria in IBM license agreements.

Note: IBM may provide limited support for some Separately Licensed Code. If such support is available, the details and any additional terms related to such support will be set forth in the License Information document.

The following are Separately Licensed 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)

Source Components and Sample Materials

The Program may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Licensee may copy and modify Source Components and Sample Materials for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Value Unit

Value Unit (VU) is a unit of measure by which the Program can be licensed. Value Unit entitlements are based on the number of units of a specific designated measure used or managed by the Program. Licensee must obtain sufficient entitlements for the number of Value Units required for Licensee's environment for the designated measure specified in the Value Unit Exhibit (VUE) provided below. Value Unit entitlements are specific to the Program and may not be exchanged, interchanged, or aggregated with Value Unit entitlements of another Program.

The designated measure for the purpose of Value Unit calculation is Engines. An Engine is a central processor (CP) or a speciality processor, such as an Integrated

Facility for Linux (IFL) processor, configured for use on a System z server. If the Program is used on any CP Engine on a System z server, Licensee must acquire entitlements sufficient to cover all CP Engines on that System z server. If the Program is used on any IFL Engine on a System z server, Licensee must acquire entitlements sufficient to cover all IFL Engines on that System z server.

The Value Unit Exhibit for this Program is VUE021.

From 1 to 3 Engines, 10 VUs per Engine

From 4 to 6 Engines, 30 VUs plus 9 VUs per Engine above 3

From 7 to 9 Engines, 57 VUs plus 8 VUs per Engine above 6

From 10 to 12 Engines, 81 VUs plus 7 VUs per Engine above 9

From 13 to 16 Engines, 102 VUs plus 6 VUs per Engine above 12

From 17 to 20 Engines, 126 VUs plus 5 VUs per Engine above 16

From 21 to 25 Engines, 146 VUs plus 4 VUs per Engine above 20

For more than 25 Engines, 166 VUs plus 3 VUs per Engine above 25

Program-unique Terms

Usage Restrictions

Licensee may not use or authorize others to use the Program or any part of the Program, alone or in combination with other products, in support of design, construction, control, operation, or maintenance of any nuclear facility.

Licensed Program Materials Availability

Under each license, Licensee may only use Program components in source form or marked as restricted to resolve problems related to the use of the Program, and to modify the Program to work together with other products.

许可信息

下面列出的这些程序按照以下许可信息条款和条件以及获得客户与 IBM 事先同意的程序许可条款授予许可。如果客户事先未同意对本程序生效的许可条款，那么 IBM 国际程序许可协议 (Z125-3301-14) 适用。

程序名称: IBM Wave for z/VM Version 1 Release 2
程序号: 5648-AE1

根据国际程序许可协议（“IPLA”）和本许可信息中的描述，IBM 授予被许可方有限的使用本程序的权利。本权限仅限于授权使用级别，如被许可方根据“权利证明”支付的处理器价值单元（“PVU”）、资源价值单元（“RVU”）、价值单元（“VU”）或其他指定使用级别。被许可方的使用还可能限于特定的机器，或仅作为支持程序，或遵循其他限制。由于被许可方未购买程序的整个经济价值，因此在未支付额外费用时，不允许使用其他项。此外，除非适用的协议中明确表明被许可方可获得使用本程序的授权，否则被许可方无权使用本程序向任何第三方提供商业 IT 服务、提供商业托管或时间共享，或再许可、出租或租赁本程序。通过支付额外费用或根据其他或补充条款，被许可方可能获得更多权利。IBM 保留决定是否向被许可方提供此类额外权利的权利。

本程序的规格详见本程序公告函的统一描述和技术信息部分。

有限使用程序

本程序仅提供用于以下标识的指定硬件或硬件配置，或对其的升级。禁止被许可方将本程序与任何其他硬件连接使用。

指定的硬件或硬件配置:

- IBM z13
- IBM z13s
- IBM LinuxONE Emperor
- IBM LinuxONE Rockhopper
- IBM zEnterprise EC12 (zEC12)
- IBM zEnterprise BC12 (zBC12)
- IBM zEnterprise 196 (z196)
- IBM zEnterprise 114 (z114)
- IBM System z10 Enterprise Class (z10 EC)
- IBM System z10 Business Class (z10 BC).

单独许可代码

如果本段的规定在管辖本许可的法律下无效或无法执行，则不适用本段的规定。下面所列的每个组件均视为“单独许可代码”。根据本程序随附的 NON_IBM_LICENSE 文件中规定的适用的第三方许可协议的条款将“IBM 单独许可代码”许可给被许可方。无论本协议或被许可方与 IBM 签署的任何其他协议中有任何条款，此类第三方许可协议将管辖您对所有“单独许可代码”的使用，下面另行声明的除外。

将来本程序的更新版本或修订可能包含附加的“单独许可代码”。此类附加的“单独许可代码”及相关许可列在本程序的更新版本或修订随附的另一个 NON_IBM_LICENSE 文件中。被许可方承认已阅读并同意 NON_IBM_LICENSE 文件中包含的许可协议。如果被许可方不同意这些第三方许可协议的条款，则不得使用“单独许可代码”。

对于根据“国际程序许可协议”（“IPLA”）或“无保证程序的国际许可协议”（“ILAN”）获得的程序，如果被许可方不同意这些第三方许可协议，但被许可方是本程序原始的被许可方，被许可方可以按照 IBM IPLA 或 ILAN 协议中“退款保证”部分的条款退还本程序。

请注意：无论第三方许可协议、本协议或被许可方与 IBM 签署的任何其他协议中有任何条款：

- (a) IBM 将此单独许可代码提供给被许可方，但不提供任何种类的保证；
- (b) IBM 声明免除任一和全部的明示的和暗含的保证和条件，包括但不限于，关于单独许可代码的所有权、非侵权或冲突的保证以及暗含的关于适销和适用于某种特定用途的保证和条件；
- (c) 对于由于“单独许可代码”引起的或与之相关的任何索赔，IBM 将无须向被许可方负责，也不为被许可方抗辩、向被许可方赔偿或使被许可方免遭损失；并且
- (d) 对于与“单独许可代码”相关的任何直接的、间接的、附带的、特别的、惩戒性的、惩罚性的或后果性的损害赔偿，包括但不限于数据的丢失、可节省金额的损失和利润的损失，IBM 无须负责。

尽管有这些排除情况，在德国和奥地利，IBM 对单独许可代码的保证和责任仅受 IBM 许可协议中分别适用于德国和奥地利的条款的管辖。

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：

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)

源组件和样本材料

本程序可能包含一些源代码形式的组件（“源组件”）和其他材料（“样本材料”）。被许可方可以仅出于内部使用目的，复制和修改“源组件”和“样本材料”，前提是此类使用受到本协议规定的许可权利的限制，但是被许可方不得更改或删除“源组件”或“样本材料”中包含的任何版权信息或声明。IBM“按现状”提供“源组件”或“样本材料”，不承担任何支持责任，不提供任何形式的（无论是明示的还是暗含的）保证，包括有关权利、非侵权、非干扰以及暗含的有关适销和适用于某种特定用途的保证。

价值单元

“价值单元 (VU)” 是获取本程序许可所使用的计量单位。价值单元权利基于本程序使用或管理的特定指定度量的单位数。被许可方必须为下面提供的价值单元附表 (VUE) 中规定的指定度量的被许可方环境所需的价值单元数获取足够的权利。价值单元权利特定于本程序，不得与另一个程序的价值单元权利进行交换、互换或合并。

用于价值单元计算的指定计量单位是引擎数。“引擎”是一个中央处理器 (CP) 或专业处理器，如为在 System z 服务器上使用而配置的 Integrated Facility for Linux (IFL) 处理器。如果要将被程序用于某台 System z 服务器上的任意 CP 引擎，那么被许可方必须获取足够的权利数以涵盖该 System z 服务器上的所有 CP 引擎。如果要将被程序用于某台 System z 服务器上的任意 IFL 引擎，那么被许可方必须获取足够的权利数以涵盖该 System z 服务器上的所有 IFL 引擎。

本程序的价值单元附表为 VUE021。

- 1 到 3 台引擎，每台引擎 10 个 VU
- 4 到 6 台引擎，30 个 VU + 超过 3 的每台引擎 9 个 VU
- 7 到 9 台引擎，57 个 VU + 超过 6 的每台引擎 8 个 VU
- 10 到 12 台引擎，81 个 VU + 超过 9 的每台引擎 7 个 VU
- 13 到 16 台引擎，102 个 VU + 超过 12 的每台引擎 6 个 VU
- 17 到 20 台引擎，126 个 VU + 超过 16 的每台引擎 5 个 VU
- 21 到 25 台引擎，146 个 VU + 超过 20 的每台引擎 4 个 VU
- 超过 25 台引擎，166 个 VU + 超过 25 的每台引擎 3 个 VU

程序特别条款

使用限制

被许可方不得使用或授权其他人独自或与其他产品结合使用本程序或本程序的任意部分，来为设计、构造、控制、操作或维护任何核设施提供支持。

许可程序材料可用性

在每份许可下，被许可方只能以源代码形式或标明为受限制的来使用本程序组件，用于解决与本程序的使用有关的问题，并且修改本程序以使本程序可与其他产品一起使用。

授權手冊

下列本程式之授權除係依客戶與 IBM 先前同意之授權條款外，並依下述授權手冊條款授權。若客戶先前就本程式未同意生效任何授權條款，則本程式適用 IBM 國際程式授權合約 (Z125-3301-14)。

程式名稱：IBM Wave for z/VM Version 1 Release 2

程式編號：5648-AE1

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")、資源價值單元 ("RVU")、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，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為「說明與技術資訊」章節中。

有限使用程式

本程式僅供與以下載明之指明硬體或硬體配置或其昇級搭配使用而提供。被授權人不得結合任何其他硬體而使用本程式。

指明硬體或硬體配置：

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

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」：

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)

原始碼元件及範例著作物

本程式可能內含若干原始碼格式之元件（「原始碼元件」）及其他標示為「範例著作物」之著作物。於本合約規定之授權使用限制範圍內，被授權人僅限基於內部使用之目的而複製及修改原始碼元件及範例著作物，但被授權人不得更改或刪除原始碼元件或範例著作物所含任何著作權資訊或注意事項。IBM 對於原始碼元件及範例著作物之提供，不含支援義務，並以「現狀」提供，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。

價值單位

「價值單位 (VU)」係本程式之授權計量單位。價值單位授權係以本程式所使用或管理之特定指定計量單位數量為基礎。被授權人應就下列價值單位附件 (VUE) 規定之特定計量方式，為被授權人環境所需之價值單位數量取得足夠之授權數量。價值單元授權係特定予本程式，不得與其他程式價值單位授權交換、對調或累計。價值單位授權係特定予本程式，不得與其他程式價值單位授權交換、對調或累計。

基於價值單位計算之目的而指定之計量方式為「引擎」。「引擎」係指中央處理器 (CP) 或特殊處理器，例如：配置於 System z 伺服器上供使用之 Integrated Facility for Linux (IFL) 處理器。若本程式用於 System z 伺服器上之 CP 引擎中，被授權人應取得足以涵蓋 System z 伺服器上之所有 CP 引擎之授權。若本程式用於 System z 伺服器上之任何 IFL 引擎中，被授權人應取得足以涵蓋 System z 伺服器上之所有 IFL 引擎之授權。

本程式之價值單位附件為 VUE021。

- 1 至 3 個引擎：每個引擎 10 個 VU
- 4 至 6 個引擎：30 個 VU，逾 3 個引擎之部分，每個引擎另加 9 個 VU
- 7 至 9 個引擎：57 個 VU，逾 6 個引擎之部分，每個引擎另加 8 個 VU
- 10 至 12 個引擎：81 個 VU，逾 9 個引擎之部分，每個引擎另加 7 個 VU
- 13 至 16 個引擎：102 個 VU，逾 12 個引擎之部分，每個引擎另加 6 個 VU
- 17 至 20 個引擎：126 個 VU，逾 16 個引擎之部分，每個引擎另加 5 個 VU
- 21 至 25 個引擎：146 個 VU，逾 20 個引擎之部分，每個引擎另加 4 個 VU
- 25 個以上引擎：166 個 VU，逾 25 個引擎之部分，每個引擎另加 3 個 VU

程式特別條款

使用限制

被授權人不得為支援核能設施之設計、建構、管控、操作或維護而使用或授權他人使用「本程式」或其任一部分，不論係單獨使用或結合其他產品一併使用，均同。

授權程式資料可用性

對於每份授權，被授權人僅限以原始碼形式使用程式元件，或標明其限制性用以解決與該程式使用有關之問題，並用以修改該程式，使其能與其他產品一同運作。

LICENČNÍ INFORMACE

Níže uvedené Programy jsou licencovány na základě následujících podmínek uvedených v dokumentu Licenční informace, které doplňují licenční podmínky pro Program, s nimiž dříve Zákazník a IBM vyjádřili souhlas. Pokud Zákazník dříve nevyjádřil souhlas s účinnými licenčními podmínkami pro Program, uplatní se licence IBM Mezinárodní licenční smlouva pro programy (Z125-3301-14).

Název Programu: IBM Wave for z/VM Version 1 Release 2

Číslo Programu: 5648-AE1

Jak je popsáno v Mezinárodní licenční smlouvě IBM pro programy ("IPLA") a v tomto dokumentu Licenční informace, IBM uděluje Držiteli licence omezené právo k užívání Programu. Toto právo je omezeno na úroveň Oprávněného užívání, jako je například Hodnotová jednotka procesoru ("Jednotka PVU"), Hodnotová jednotka prostředku ("Jednotka RVU"), Hodnotová jednotka ("Jednotka VU"), nebo na jinou specifickou úroveň užívání, za níž Držitel licence zaplatil, jak je doloženo Dokumentem o oprávnění. Užívání Držitelem licence může být omezeno rovněž na nějaký specifikovaný stroj nebo na užívání pouze jako Podpůrného programu nebo v souladu s jinými omezeními. Jelikož Držitel licence nezaplatil za celou ekonomickou hodnotu Programu, není povoleno žádné jiné užívání, ledaže by byly zaplacený dodatečné poplatky. Kromě toho není Držitel licence oprávněn užívat Program k poskytování komerčních služeb v oblasti IT jakékoli třetí straně nebo k poskytování komerčního hostingu nebo služeb v oblasti sdílení času, ani není oprávněn Program sublicencovat, půjčovat nebo pronajímat, ledaže by to bylo výslovně uvedeno v příslušných platných smlouvách, na jejichž základě získal Držitel licence oprávnění k užívání Programu. Držitel licence může mít na základě úhrady dodatečných poplatků nebo na základě odlišných či dodatečných podmínek dodatečná práva. IBM si vyhrazuje právo stanovit, zda budou Držiteli licence taková dodatečná práva poskytnuta.

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

Program s omezením užívání

Tento Program je dodáván k užívání pouze s vyjmenovaným hardwarem nebo hardwarovou(ými) konfigurací(emi) uvedenými níže nebo s jejich aktualizacemi. Držiteli licence není povoleno užívat tento Program ve spojení s jakýmkoliv jiným hardwarem.

Vyjmenovaný hardware nebo hardwarová(é) konfigurace:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Samostatně licencovaný kód

Podmínky tohoto odstavce se neaplikují v míře, v níž jsou považována za neplatná nebo nevymahatelná na základě právních předpisů, jimiž se řídí tato licence. Každá z komponent uvedených níže je považována za "Samostatně licencovaný kód". Licence na Samostatně licencovaný kód IBM je udělována Držiteli licence na základě podmínek platné licenční smlouvy (platných licenčních smluv) třetích stran, jak je uvedeno v souboru(ech) NON_IBM_LICENSE připojeném(ých) k Programu. Nestanoví-li tato Smlouva nebo jiná licenční smlouva, kterou může Držitel licence uzavřít s IBM, jinak, řídí se jeho užívání veškerého Samostatně licencovaného kódu podmínkami takové(vých) licenční(ch) smlouvy (smluv) třetích stran, pokud není níže uvedeno jinak.

Budoucí aktualizace Programu nebo sady oprav k Programu mohou obsahovat dodatečný Samostatně licencovaný kód. Takový dodatečný Samostatně licencovaný kód a související licence jsou uvedeny v jiném souboru "NON_IBM_LICENSE" připojeném k aktualizaci Programu nebo sadě oprav k Programu. Držitel licence potvrzuje, že přečetl podmínky licenční smlouvy obsažené v souboru(ech) NON_IBM_LICENSE a že s nimi souhlasí. Jestliže Držitel licence nesouhlasí s podmínkami těchto licenčních smluv třetích stran, nesmí užívat Samostatně licencovaný kód.

Pro Programy zakoupené na základě Mezinárodní licenční smlouvy na programy ("IPLA") nebo Mezinárodní licenční smlouvy pro programy bez záruky ("ILAN") a za předpokladu, že Držitel licence je původním držitelem licence na Program, platí, že jestliže Držitel licence nesouhlasí s podmínkami licenčních smluv třetích stran, může vrátit Program v souladu s podmínkami (a v rámci stanoveného časového období) uvedenými v oddíle "Záruka vrácení peněz" ve smlouvě IBM IPLA nebo ILAN.

Poznámka: Bez ohledu na jakékoliv podmínky licenční smlouvy třetí strany, této Smlouvy s IBM nebo jakékoliv jiné smlouvy, kterou můžete mít s IBM uzavřenou:

- (a) IBM poskytuje Držiteli licence tento Samostatně licencovaný kód BEZ ZÁRUK JAKÉHOKOLIV DRUHU;
- (b) IBM VYLUČUJE VEŠKERÉ ZÁRUKY A PODMÍNKY VÝSLOVNĚ VYJÁDŘENÉ A VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ – A TO ZEJMÉNA – ZÁRUKY VLASTNICKÉHO NÁROKU, ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO URČITÝ ÚČEL, POKUD JDE O SAMOSTATNĚ LICENCOVANÝ KÓD;
- (c) IBM nenese vůči Držiteli licence odpovědnost, ani jej nebude hájit a neodškodní jej v souvislosti s jakýmkoli nároky na náhradu škody vztahujícími se k Samostatně licencovanému kódu; a
- (d) IBM nenese odpovědnost za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody ani za sankční náhrady škody nebo za následné škody včetně – a to zejména – ztráty dat, ztráty úspor, ušlého zisku, v souvislosti se Samostatně licencovaným kódem.

Bez ohledu na tato vyloučení se záruka a odpovědnost IBM za Samostatně licencovaný kód řídí na území Německa a Rakouska pouze příslušnými podmínkami platnými pro Německo a Rakousko v licenčních smlouvách IBM.

Poznámka: IBM může poskytnout omezenou podporu pro určitý Samostatně licencovaný kód. Je-li taková podpora dostupná, budou podrobné informace a dodatečné podmínky vztahující se k takové podpoře stanoveny v dokumentu Licenční informace.

Níže je uveden Samostatně licencovaný kód:

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)

Komponenty ve vzorovém kódu a Vzorové materiály

Program může obsahovat některé komponenty ve formě zdrojového kódu ("Komponenty ve zdrojovém kódu") a jiné materiály označované jako Vzorové materiály. Držitel licence smí kopírovat a měnit Komponenty ve zdrojovém kódu a Vzorové materiály pouze pro interní užívání a pouze pod podmínkou, že toto užívání bude v souladu s omezeními licenčních oprávnění stanovenými touto Smlouvou. Držitel licence však nesmí měnit ani odstraňovat žádné informace nebo výhrady týkající se autorských práv obsažené v Komponentách ve zdrojovém kódu nebo ve Vzorových materiálech. IBM poskytuje tyto Komponenty ve zdrojovém kódu a Vzorové materiály bez závazku podpory a "JAK JSOU", BEZ ZÁRUKY JAKÉHOKOLIV DRUHU, VYJÁDRĚNÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ, VČETNĚ ZÁRUKY VLASTNICTVÍ, NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL.

Jednotka VU

Jednotka Value Unit (VU) je měrnou jednotkou, na jejímž základě může být Program licencován. Oprávnění pro jednotky VU jsou založena na počtu jednotek v rámci konkrétního stanoveného měření užívaného a spravovaného Programem. Držitel licence musí získat dostatečný počet oprávnění pro počet jednotek VU nezbytný pro prostředí Držitele licence a pro stanovené měření specifikované v dokumentu Value Unit Exhibit (VUE) níže. Oprávnění pro

jednotky VU jsou specifická pro daný Program a nelze je vyměňovat, vzájemně zaměňovat nebo agregovat s oprávněními pro jednotky VU jiného Programu.

Měřením určeným pro výpočet jednotek VU jsou Procesory. Procesor je centrální procesor (CP) nebo speciální procesor, jako je nějaký procesor Integrated Facility for Linux (IFL) nakonfigurovaný pro používání na serveru System z. Jeli Program používán na nějakém procesoru CP Engine na serveru System z, musí si Držitel licence zakoupit dostatečný počet oprávnění k pokrytí všech procesorů CP na daném serveru System z. Jeli Program používán na nějakém procesoru IFL Engine na serveru System z, musí si Držitel licence zakoupit dostatečná oprávnění k pokrytí všech procesorů IFL na daném serveru System z.

Dokumentem VUE pro tento Program je VUE021.

1 až 3 Prostředky: 10 jednotek VU na každý Prostředek

4 až 6 Prostředků: 30 jednotek VU plus 9 jednotek VU na každý Prostředek nad 3 Prostředky

7 až 9 Prostředků: 57 jednotek VU plus 8 jednotek VU na každý Prostředek nad 6 Prostředků

10 až 12 Prostředků: 81 jednotek VU plus 7 jednotek VU na každý Prostředek nad 9 Prostředků

13 až 16 Prostředků: 102 jednotek VU plus 6 jednotek VU na každý Prostředek nad 12

Prostředků

17 až 20 Prostředků: 126 jednotek VU plus 5 jednotek VU na každý Prostředek nad 16

Prostředků

21 až 25 Prostředků: 146 jednotek VU plus 4 jednotky VU na každý Prostředek nad 20

Prostředků

Více než 25 Prostředků: 166 jednotek VU plus 3 jednotky VU na každý Prostředek nad 25

Prostředků

Podmínky specifické pro Program

Omezení užívání

Držitel licence není oprávněn užívat nebo opravňovat ostatní k užívání Programu nebo kterékoli části Programu samostatně nebo v kombinaci s jinými produkty na podporu návrhu, konstrukce, ovládání, provozu nebo údržby jakéhokoli jaderného zařízení.

Dostupnost materiálů k licencovaným programům

Na základě každé licence může Držitel licence používat komponenty Programu ve zdrojovém formátu nebo označené jako omezené pouze za účelem vyřešení problémů souvisejících s užíváním Programu a upravit Program tak, aby fungoval společně s ostatními produkty.

INFORMATIONS SUR LA LICENCE

Les Logiciels spécifiés ci-dessous sont concédés sous licence conformément aux dispositions des Informations sur la Licence suivantes qui s'ajoutent à celles des dispositions de la licence du Logiciel précédemment acceptée par le Client et IBM. Si le Client n'a pas précédemment accepté les dispositions de la licence en vigueur pour le Logiciel, le IBM Conditions Internationales d'Utilisation de Logiciel (Z125-3301-14) s'applique.

Nom du Logiciel : IBM Wave for z/VM Version 1 Release 2

Référence du Logiciel : 5648-AE1

Tel que décrit dans les Conditions Internationales d'Utilisation de Logiciel ("IPLA") et dans le présent document Informations sur la Licence, IBM concède au Détenteur de la Licence un droit limité pour utiliser le Logiciel. Ce droit est limité au niveau d'Utilisation Autorisée, telle qu'une Unité de Valeur par Coeur Processeur ("PVU"), une Unité de Valeur Ressource ("RVU"), une Unité de Valeur ("VU") ou tout autre niveau d'utilisation spécifié, payé par le Détenteur de la Licence comme en témoigne l'Autorisation d'Utilisation. L'utilisation par le Détenteur de la Licence peut également être limitée à une machine spécifiée, ou à une utilisation en tant que Logiciel Auxiliaire, ou être soumise à d'autres restrictions. Si que le Détenteur de la Licence n'a pas payé la totalité de la valeur économique du Logiciel, aucune autre utilisation n'est autorisé sans le paiement de frais supplémentaires. En outre, le Détenteur de la Licence n'est pas autorisé à utiliser le Logiciel pour fournir des services informatiques commerciaux à une tierce partie, pour fournir un hébergement ou un partage de temps commercial, ou pour accorder des sous-licences pour le Logiciel ni pour le louer, sauf indication contraire expresse dans les contrats applicables au titre desquels le Détenteur de la Licence a obtenu les Autorisations d'Utilisation du Logiciel. Des droits supplémentaires pourront être concédés au Détenteur de la Licence sous réserve du paiement de frais supplémentaires ou sous des conditions différentes ou supplémentaires. Ces droits supplémentaires seront concédés au Détenteur de la Licence à la seule discrétion d'IBM.

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

Logiciel à Utilisation Restreinte

Ce Logiciel n'est fourni que dans le cadre de l'utilisation du matériel nommé/de la configuration matérielle nommée répertoriés ci-dessous ou de leurs mises à niveau. Le Détenteur de la Licence n'est pas autorisé à utiliser ledit Logiciel en relation avec tout autre matériel.

Matériel nommé ou configuration(s) matérielle(s) nommée(s) :

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper
IBM zEnterprise EC12 (zEC12)
IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Code sous Licence Distincte

Les dispositions du présent paragraphe s'appliquent, sauf si elles sont considérées comme non valables ou inapplicables dans le cadre de la loi en vigueur régissant la présente licence. Chacun des composants répertoriés ci-dessous doit être considéré comme du "Code sous Licence Distincte". Le Code sous Licence Distincte est concédé sous licence au Détenteur de la Licence par IBM dans le cadre des dispositions du contrat de licence tiers applicable indiqué dans le(s) fichier(s) NON_IBM_LICENSE joint(s) au Logiciel. Nonobstant toute disposition du Contrat ou de tout autre contrat conclu entre le Détenteur de la Licence et IBM, les dispositions de ce contrat de licence tiers régissent l'utilisation de l'intégralité du Code sous Licence Distincte par le Détenteur de la Licence, sauf indication contraire ci-après.

Les mises à jour ou correctifs ultérieurs du Logiciel pourront contenir du Code sous Licence Distincte supplémentaire. Ce Code sous Licence Distincte supplémentaire et les licences correspondantes seront répertoriés dans un autre fichier NON_IBM_LICENSE joint à la mise à jour ou au correctif du Logiciel. Le Détenteur de la Licence reconnaît avoir lu le(s) fichier(s) NON_IBM_LICENSE et accepte les dispositions de licence y figurant. Si le Détenteur de la Licence n'accepte pas les dispositions des contrats de licence tiers, il n'est pas autorisé à utiliser le Code sous Licence Distincte.

Pour les Logiciels dont la licence a été acquise dans le cadre des Conditions Internationales d'Utilisation de Logiciels IBM ou des Conditions Internationales d'Utilisation de Logiciels IBM non garantis, si le Détenteur de la Licence est le détenteur initial de la licence et qu'il n'accepte pas les dispositions des contrats de licence tiers, le Détenteur de la Licence est autorisé à renvoyer le Logiciel conformément aux dispositions énoncées dans la clause "Garantie "satisfait ou remboursé"" du Contrat IBM et ce, durant la période qui y est spécifiée.

Remarque : Sauf disposition contraire énoncée dans le Contrat de licence tiers, dans le Contrat ou dans tout autre contrat conclu entre le Détenteur de la Licence et IBM :

- (a) IBM fournit ce Code sous Licence Distincte au Détenteur de la Licence SANS GARANTIE D'AUCUNE SORTE ;
- (b) IBM NE FOURNIT AUCUNE GARANTIE EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, EN MATIÈRE DE DROIT DE PROPRIÉTÉ, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE

D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ EN CE QUI CONCERNE LE CODE SOUS LICENCE DISTINCTE ;

(c) IBM ne pourra être tenue responsable envers le Détenteur de la Licence ni ne l'indemniser pour toute réclamation relative au Code sous Licence Distincte ; et
(d) IBM ne pourra être tenue responsable pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, à titre d'exemple, à caractère répressif (notamment perte de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage lié au Code sous Licence Distincte.

Nonobstant ces exclusions, en Allemagne et en Autriche, la garantie et la responsabilité d'IBM en ce qui concerne le Code sous Licence Distincte sont régies uniquement par les dispositions respectives applicables à l'Allemagne et à l'Autriche dans les contrats de licence IBM.

Remarque : IBM peut fournir un support limité pour certains composants du Code sous Licence Distincte. Si ce support est disponible, les détails et les éventuelles dispositions supplémentaires y afférents seront énoncés dans le document Informations sur la Licence.

Les composants suivants sont du Code sous Licence Distincte :

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)

Composants Source, Échantillons et Exemples

Le Logiciel peut contenir des composants inclus sous la forme de code source ("Composants Source") ainsi que d'autres éléments appelés Échantillons et Exemples. Le Détenteur de la Licence est autorisé à copier et modifier les Composants Source ainsi que les Échantillons et Exemples à des fins internes, sous réserve que ladite utilisation reste dans les limites des droits de licence concédés au titre du présent Contrat et ce, à condition que le Détenteur de la Licence ne modifie ni ne supprime les mentions de droits d'auteur ou les Fichiers Notices contenus dans les Composants Source ou les Échantillons et Exemples. IBM fournit les Composants Source ainsi que

les Échantillons et Exemples sans obligation de support. Ces Composants Source, Échantillons et Exemples 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 UNE UTILISATION PARTICULIÈRE.

Unité de Valeur

Le terme "Unité de Valeur (UV)" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Les Autorisations d'Utilisation du Logiciel par Unité de Valeur dépendent du nombre d'unités d'une mesure désignée particulière, utilisées ou gérées par le Logiciel. Le Détenteur de la Licence doit se procurer le nombre d'Autorisations d'Utilisation du Logiciel approprié pour le nombre d'Unités de Valeur requises par son environnement au titre de la mesure désignée tel qu'indiqué dans la Répartition des Unités de Valeur (VUE) présentée ci-dessous. Les Autorisations d'Utilisation par Unité de Valeur sont spécifiques au Logiciel et ne peuvent en aucun cas être échangées, remplacées ou regroupées avec les Autorisations d'Utilisation par Unité de Valeur d'un autre Logiciel.

La mesure désignée pour le calcul des Unités de Valeur est basée sur le nombre de Moteurs. Le terme "Moteur" désigne un processeur central (CP) ou un processeur spécialisé (un processeur Integrated Facility for Linux (IFL), par exemple) configuré pour être utilisé sur un serveur System z. Si le Logiciel est utilisé sur n'importe quel Moteur CP d'un serveur System z, le Détenteur de la Licence doit acquérir un nombre suffisant d'Autorisations d'Utilisation pour tous les Moteurs CP dudit serveur System z. Si le Logiciel est utilisé sur n'importe quel Moteur IFL d'un serveur System z, le Détenteur de la Licence doit acquérir un nombre suffisant d'Autorisations d'Utilisation pour tous les Moteurs IFL dudit serveur System z.

La Répartition des Unités de Valeur pour ce Logiciel est VUE021.

De 1 à 3 Moteurs, 10 Unités de Valeur par Moteur

De 4 à 6 Moteurs, 30 Unités de Valeur plus 9 Unités de Valeur par Moteur au-delà de 3

De 7 à 9 Moteurs, 57 Unités de Valeur plus 8 Unités de Valeur par Moteur au-delà de 6

De 10 à 12 Moteurs, 81 Unités de Valeur plus 7 Unités de Valeur par Moteur au-delà de 9

De 13 à 16 Moteurs, 102 Unités de Valeur plus 6 Unités de Valeur par Moteur au-delà de 12

De 17 à 20 Moteurs, 126 Unités de Valeur plus 5 Unités de Valeur par Moteur au-delà de 16

De 21 à 25 Moteurs, 146 Unités de Valeur plus 4 Unités de Valeur par Moteur au-delà de 20

Pour plus de 25 Moteurs, 166 Unités de Valeur plus 3 Unités de Valeur par Moteur au-delà de 25

Dispositions particulières au Logiciel

Restrictions d'utilisation

Le Détenteur de la Licence n'est pas autorisé à utiliser ou à permettre à d'autres personnes d'utiliser le Logiciel ou l'un de ses composants, que ce soit dépendamment ou indépendamment d'autres produits, dans le cadre de la conception, de la construction, du contrôle, du fonctionnement ou de la maintenance d'installations nucléaires.

Disponibilité des éléments du Logiciel sous licence

Pour chaque licence, le Détenteur de la Licence est autorisé à utiliser les composants du Logiciel uniquement au format source ou marqués comme restreints pour résoudre les problèmes liés à l'utilisation du Logiciel et pour modifier le Logiciel afin qu'il fonctionne avec d'autres produits.

LIZENZINFORMATION

Für die Lizenzierung der nachstehend aufgelisteten Programme gelten zusätzlich zu den bereits zwischen dem Kunden und IBM vereinbarten Programmlicenzbedingungen die Bedingungen der folgenden Lizenzinformation. Falls der Kunde den für das Programm geltenden Lizenzbedingungen nicht bereits zugestimmt hat, kommt IBM Internationale Nutzungsbedingungen für Programmpakete (Z125-3301-14) zur Anwendung.

Programmname: IBM Wave for z/VM Version 1 Release 2

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"), Ressourcen-Value-Unit ("RVU") 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 außerdem 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 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.

Programm mit beschränktem Nutzungsrecht

Dieses Programm wird nur für die Nutzung mit der Hardware oder der/den Hardwarekonfiguration(en), die nachfolgend genannt ist/sind, oder mit Upgrades für die Hardware bzw. die Hardwarekonfiguration(en) bereitgestellt. Die Nutzung dieses Programms in Verbindung mit anderer Hardware ist dem Lizenznehmer untersagt.

Genannte Hardware oder Hardwarekonfiguration(en):

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

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 beigelegt 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 beigelegt 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)

Quellenkomponenten und Mustermaterialien

Das Programm kann einige Komponenten in Form von Quellcode ("Quellenkomponenten") und sonstige Materialien, die als Mustermaterialien gekennzeichnet sind, enthalten. Der Lizenznehmer darf die Quellenkomponenten und Mustermaterialien nur für den internen Gebrauch kopieren und ändern, sofern

eine solche Verwendung im Rahmen der Lizenzrechte dieser Vereinbarung erfolgt und der Lizenznehmer die in den Quellenkomponenten oder Mustermaterialien enthaltenen Copyrightvermerke oder Hinweise weder ändert noch löscht. IBM stellt die Quellenkomponenten und Mustermaterialien 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.

Value-Unit

"Value-Unit" (VU) ist eine Maßeinheit für die Lizenzierung des Programms. Value-Unit-Berechtigungen basieren auf der Anzahl der Units einer bestimmten angegebenen Maßeinheit, die von dem Programm verwendet oder verwaltet wird. Der Lizenznehmer muss eine ausreichende Anzahl an Berechtigungen für die Anzahl der Value-Units erwerben, die entsprechend der nachfolgenden VU-Tabelle (Value Unit Exhibit = VUE) in der Umgebung des Lizenznehmers für die bestimmte Maßeinheit erforderlich sind. Value-Unit-Berechtigungen beziehen sich auf das Programm und dürfen nicht gegen die Value-Unit-Berechtigungen eines anderen Programms ausgetauscht, umgetauscht oder mit diesen zusammengefasst werden.

Die der Value-Unit-Berechnung zugrunde liegende bestimmte Maßeinheit sind Engines. Eine Engine ist ein Zentralprozessor (Central Processor = CP) oder ein Prozessor mit speziellem Verwendungszweck, wie z. B. ein Integrated Facility for Linux-Prozessor (IFL-Prozessor), der für die Nutzung in einem System z-Server konfiguriert ist. Wird das Programm auf einer CP-Engine auf einem System z-Server ausgeführt, muss der Lizenznehmer ausreichende Berechtigungen zur Abdeckung aller CP-Engines auf dem betreffenden System z-Server erwerben. Wird das Programm auf einer IFL-Engine auf einem System z-Server ausgeführt, muss der Lizenznehmer ausreichende Berechtigungen zur Abdeckung aller IFL-Engines auf dem betreffenden System z-Server erwerben.

Die VU-Tabelle für dieses Programm ist VUE021.

1 bis 3 Engines, 10 VUs pro Engine
4 bis 6 Engines, 30 VUs plus 9 VUs pro Engine bei mehr als 3
7 bis 9 Engines, 57 VUs plus 8 VUs pro Engine bei mehr als 6
10 bis 12 Engines, 81 VUs plus 7 VUs pro Engine bei mehr als 9
13 bis 16 Engines, 102 VUs plus 6 VUs pro Engine bei mehr als 12
17 bis 20 Engines, 126 VUs plus 5 VUs pro Engine bei mehr als 16
21 bis 25 Engines, 146 VUs plus 4 VUs pro Engine bei mehr als 20
Mehr als 25 Engines, 166 VUs plus 3 VUs pro Engine bei mehr als 25

Programmspezifische Bedingungen

Nutzungsbeschränkungen

Der Lizenznehmer darf das Programm oder Teile des Programms, allein oder in Kombination mit anderen Produkten, nicht zur Unterstützung bei der Planung, der Errichtung, der Kontrolle, dem Betrieb oder der Wartung von Nuklearanlagen verwenden oder Dritten die Berechtigung zu einer solchen Nutzung des Programms erteilen.

Verfügbarkeit des Lizenzprogrammmaterials

Mit jeder Lizenz darf der Lizenznehmer Programmkomponenten nur im Quellcodeformat oder mit einem Hinweis auf die Nutzungsbeschränkung verwenden, um Probleme zu lösen, die mit der Nutzung des Programms zusammenhängen, und um Änderungen am Programm vorzunehmen, damit es zusammen mit anderen Produkten eingesetzt werden kann.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα παραχωρούνται με άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων των Πληροφοριών για την Άδεια Χρήσης, επιπλέον των όρων άδειας χρήσης του Προγράμματος τους οποίους αποδέχθηκαν προηγουμένως ο Πελάτης και η IBM. Εάν ο Πελάτης δεν έχει αποδεχθεί προηγουμένως τους όρους άδειας χρήσης που διέπουν τη χρήση του Προγράμματος, τότε η ισχύει η IBM Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος (Z125-3301-14).

Όνομα Προγράμματος: IBM Wave for z/VM Version 1 Release 2

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 Πόρων (Resource Value Units - "Μονάδες RVU"), 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 Υποστηρικτικού 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, 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.

Πρόγραμμα Περιορισμένης Χρήσης

Αυτό το Πρόγραμμα παρέχεται μόνο για χρήση με τον κατονομασμένο υλικό εξοπλισμό ή την (τις) κατονομασμένη(-ες) σύνθεση(-εις) υλικού εξοπλισμού που προσδιορίζονται παρακάτω ή με τις αναβαθμισμένες εκδοχές τους. Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να χρησιμοποιεί αυτό το Πρόγραμμα σε συνάρτηση με οποιονδήποτε άλλο υλικό εξοπλισμό.

Κατονομασμένος υλικός εξοπλισμός ή κατονομασμένη(-ες) σύνθεση(-εις) υλικού εξοπλισμού:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

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 οποιονδήποτε 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:

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)

Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων

Το Πρόγραμμα μπορεί να περιλαμβάνει ορισμένα λειτουργικά τμήματα σε μορφή πηγαίου κώδικα ("Λειτουργικά Τμήματα Πηγαίου Κώδικα") και άλλα υλικά που προσδιορίζονται ως Υλικά Δειγμάτων. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να αντιγράψει και να τροποποιεί Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων μόνο για εσωτερική χρήση, υπό τον όρο ότι η εν λόγω χρήση γίνεται εντός των ορίων των δικαιωμάτων χρήσης που παρέχονται βάσει της παρούσας Σύμβασης, υπό την προϋπόθεση όμως ότι ο Δικαιούχος Άδειας Χρήσης δεν προβαίνει στην τροποποίηση ή διαγραφή οποιωνδήποτε πληροφοριών περί πνευματικών δικαιωμάτων ή ειδοποιήσεων που περιέχονται στα Λειτουργικά Τμήματα Πηγαίου Κώδικα ή στα Υλικά Δειγμάτων. Η IBM παρέχει τα Λειτουργικά Τμήματα Πηγαίου Κώδικα και τα Υλικά Δειγμάτων χωρίς υποχρέωση υποστήριξης και "ΩΣ ΕΧΟΥΝ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ, ΡΗΤΗ Ή ΣΙΩΠΗΡΗ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΜΗ ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ.

Μονάδα Αξίας

Μονάδα Αξίας (Value Unit - "Μονάδα VU") είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Τα δικαιώματα επί Μονάδων Αξίας βασίζονται στον αριθμό μονάδων ενός συγκεκριμένου καθορισμένου μέτρου που το χρησιμοποιεί ή το διαχειρίζεται το Πρόγραμμα. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα για τον αριθμό Μονάδων Αξίας που απαιτούνται για το περιβάλλον του Δικαιούχου Άδειας Χρήσης για το συγκεκριμένο μέτρο που καθορίζεται στην Έκθεση Μονάδων Αξίας (Value Unit Exhibit - VUE) που παρέχεται παρακάτω. Τα δικαιώματα επί Μονάδων Αξίας αφορούν στο συγκεκριμένο Πρόγραμμα και δεν επιτρέπεται η ανταλλαγή, αλλαγή ή συνάθροισή τους με τα δικαιώματα επί Μονάδων Αξίας ενός άλλου Προγράμματος.

Το καθορισμένο μέτρο που χρησιμοποιείται για τον υπολογισμό Μονάδων Αξίας είναι Κινητήριες Μηχανές. Κινητήρια Μηχανή (Engine) είναι ένας κεντρικός επεξεργαστής ή ένας εξειδικευμένος επεξεργαστής, όπως π.χ. ένας επεξεργαστής Integrated Facility for Linux (IFL), παραμετροποιημένος για χρήση σε έναν εξυπηρετητή System z. Εάν το Πρόγραμμα χρησιμοποιείται σε οποιαδήποτε Κινητήρια Μηχανή CP σε έναν εξυπηρετητή System z, ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα για την κάλυψη όλων των Κινητήριων Μηχανών CP στον εν λόγω εξυπηρετητή System z. Εάν το Πρόγραμμα χρησιμοποιείται σε οποιαδήποτε Κινητήρια Μηχανή IFL σε έναν εξυπηρετητή System z, ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα για την κάλυψη όλων των Κινητήριων Μηχανών IFL στον εν λόγω εξυπηρετητή System z.

Η Έκθεση Μονάδων Αξίας για αυτό το Πρόγραμμα είναι η VUE021.

Από 1 έως 3 Κινητήριες Μηχανές (Engines): 10 μονάδες VU ανά Κινητήρια Μηχανή
Από 4 έως 4 Κινητήριες Μηχανές: 30 μονάδες VU συν 9 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 3 Κινητήριων Μηχανών

Από 7 έως 9 Κινητήριες Μηχανές: 57 μονάδες VU συν 8 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 6 Κινητήριων Μηχανών

Από 10 έως 12 Κινητήριες Μηχανές: 81 μονάδες VU συν 7 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 9 Κινητήριων Μηχανών

Από 13 έως 16 Κινητήριες Μηχανές: 102 μονάδες VU συν 6 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 12 Κινητήριων Μηχανών

Από 17 έως 20 Κινητήριες Μηχανές: 126 μονάδες VU συν 5 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 16 Κινητήριων Μηχανών

Από 21 έως 25 Κινητήριες Μηχανές: 146 μονάδες VU συν 4 μονάδες VU ανά Κινητήρια

Μηχανή άνω των 20 Κινητήριων Μηχανών

Για περισσότερες από 25 Κινητήριες Μηχανές: 166 μονάδες VU συν 3 μονάδες VU ανά

Κινητήρια Μηχανή άνω των 25 Κινητήριων Μηχανών

Όροι για το Συγκεκριμένο Πρόγραμμα

Περιορισμοί Χρήσης

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να χρησιμοποιεί ή να εξουσιοδοτεί άλλους να χρησιμοποιούν το Πρόγραμμα ή οποιοδήποτε τμήμα του Προγράμματος, μόνο του ή σε συνδυασμό με άλλα προϊόντα, για την υποστήριξη του σχεδιασμού, της κατασκευής, του ελέγχου, της λειτουργίας ή της συντήρησης οποιωνδήποτε πυρηνικών εγκαταστάσεων.

Διαθεσιμότητα Υλικών Κατοχυρωμένων Προγραμμάτων

Βάσει κάθε άδειας χρήσης, ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να χρησιμοποιεί μόνο λειτουργικά τμήματα του Προγράμματος που είναι σε μορφή πηγαίου κώδικα ή προσδιορίζονται ως υλικά περιορισμένης χρήσης για την επίλυση προβλημάτων που σχετίζονται με τη χρήση του Προγράμματος, και να τροποποιήσει το Πρόγραμμα ώστε να συνεργάζεται με άλλα προϊόντα.

INFORMASI LISENSI

Program-program yang tercantum di bawah ini dilisensikan dengan syarat dan ketentuan Informasi Lisensi berikut ini selain syarat lisensi Program yang sebelumnya telah disetujui oleh Klien dan IBM. Apabila Klien sebelumnya tidak menyetujui syarat lisensi yang berlaku untuk Program, IBM Perjanjian Lisensi Program Internasional (Z125-3301-14) akan berlaku.

Nama Program: IBM Wave for z/VM Version 1 Release 2

Nomor Program: 5648-AE1

Sebagaimana yang 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 tingkat Penggunaan yang Sah, seperti Unit Nilai Prosesor ("PVU"), Unit Nilai Sumber Daya ("RVU"), Unit Nilai ("VU"), atau tingkat penggunaan yang ditentukan lainnya, yang dibayarkan oleh Pemegang Lisensi sebagaimana yang dibuktikan 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, Pemegang Lisensi tidak berhak untuk menggunakan Program untuk memberikan layanan TI komersial kepada pihak ketiga mana pun, untuk memberikan hosting atau pembagian waktu (timesharing) komersial, atau mensublisensikan, menyewakan Program kecuali secara tegas diatur dalam perjanjian-perjanjian yang berlaku berdasarkan Pemegang Lisensi yang mana yang memperoleh otorisasi 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 untuk Penggunaan Terbatas

Program ini dipasok hanya untuk digunakan dengan perangkat keras atau konfigurasi(-konfigurasi) perangkat keras yang diberi nama yang telah diidentifikasi di bawah ini atau peningkatan-peningkatan perangkat keras dan konfigurasi perangkat keras tersebut. Pemegang Lisensi dilarang menggunakan Program ini terkait dengan perangkat keras lainnya.

Perangkat keras atau konfigurasi(-konfigurasi) perangkat keras yang diberi nama:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper
IBM zEnterprise EC12 (zEC12)
IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

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)

Komponen Sumber dan Material Contoh

Program dapat mencakup beberapa komponen dalam bentuk kode sumber ("Komponen Sumber") dan beberapa material lain yang dikenal sebagai Material Contoh. Pemegang Lisensi dapat menyalin dan memodifikasi Komponen-komponen Sumber dan Material Contoh untuk penggunaan internal hanya dengan ketentuan bahwa penggunaan tersebut dalam batas-batas hak lisensi berdasarkan Perjanjian ini, akan tetapi dengan ketentuan bahwa Pemegang Lisensi tidak dapat mengubah atau menghapus setiap informasi atau pemberitahuan tentang hak cipta yang terdapat dalam Komponen-komponen Sumber atau Material Contoh. IBM memberikan Komponen-komponen Sumber dan Material Sampel tanpa adanya kewajiban dukungan dan "APA ADANYA", TANPA GARANSI APA PUN, SECARA TEGAS ATAU TERSIRAT, TERMASUK GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU.

Unit Nilai

Unit Nilai (Value Unit – VU) adalah unit ukuran yang olehnya Program dapat diberi lisensi. Kepemilikan-kepemilikan Unit Nilai didasarkan pada jumlah unit-unit ukuran tertentu yang ditentukan yang digunakan atau dikelola oleh Program. Pemegang Lisensi harus mendapatkan kepemilikan-kepemilikan yang memadai untuk jumlah Unit-unit Nilai yang diperlukan untuk lingkungan Pemegang Lisensi untuk ukuran yang ditentukan yang ditetapkan dalam Tampilan Unit Nilai (Value Unit Exhibit – VUE) yang ada di bawah ini. Kepemilikan-kepemilikan Unit Nilai dikhususkan untuk Program dan tidak dapat dipertukarkan, digantikan satu sama lain atau disatukan dengan kepemilikan-kepemilikan Program lainnya.

Ukuran yang ditentukan untuk tujuan penghitungan Unit Nilai adalah Mesin-mesin. Mesin adalah prosesor pusat (CP) atau prosesor khusus, seperti prosesor Fasilitas Bersama untuk Linux (IFL), dalam sebuah server Sistem z. Jika Program digunakan di server CP Engine pada System z, Penerima Lisensi harus mendapatkan kepemilikan yang memadai untuk mencakup semua CP Engine pada server System z. Jika Program digunakan di server CP Engine pada System z, Penerima Lisensi harus mendapatkan kepemilikan yang memadai untuk mencakup semua CP Engine pada server System.

Lampiran Unit Nilai untuk Program ini adalah VUE021.

Antara 1 sampai 3 MSU, 10 VU per Mesin

Antara 4 sampai 6 Mesin, 30 VU ditambah 9 VU per Mesin di atas 3

Antara 7 sampai 9 Mesin, 57 VU ditambah 8 VU per Mesin di atas 6

Antara 10 sampai 12 Mesin, 81 VU ditambah 7 VU per Mesin di atas 9

Antara 13 sampai 16 Mesin, 102 VU ditambah 6 VU per Mesin di atas 12

Antara 17 sampai 20 Mesin, 126 VU ditambah 5 VU per Mesin di atas 16

Antara 21 hingga 25 Mesin, 146 VU ditambah 4 VU per Mesin di atas 20
Untuk jumlah yang lebih besar dari 25 Mesin, 166 VU ditambah 3 VU per Mesin di atas 25

Syarat-syarat unik Program

Pembatasan Penggunaan

Pemegang Lisensi tidak diperbolehkan menggunakan atau memberikan hak kepada pihak lain untuk menggunakan Program atau setiap bagian dari program, baik secara terpisah maupun bersama dengan produk-produk lain, untuk kepentingan perancangan, pembangunan, pengendalian, pengoperasian, atau pemeliharaan setiap fasilitas-fasilitas nuklir.

Ketersediaan Materi Program yang Dilisensikan

Berdasarkan tiap-tiap lisensi, Pemegang Lisensi hanya boleh menggunakan komponen Program dalam bentuk sumber atau yang masuk dalam kategori terbatas untuk menyelesaikan masalah yang terkait dengan penggunaan Program dan untuk memodifikasi Program agar bekerja bersama dengan produk-produk lain.

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi elencati di seguito sono concessi in licenza in base alle seguenti clausole e condizioni License Information in aggiunta alle clausole della licenza del Programma precedentemente accettate dal Cliente e IBM. Se il Cliente non ha accettato precedentemente le clausole della licenza in vigore per il Programma, si applica IBM Accordo Internazionale di Licenza di Programmi (Z125-3301-14).

Nome Programma: IBM Wave for z/VM Version 1 Release 2

Numero Programma: 5648-AE1

Come descritto nell'International Program License Agreement ("IPLA") e in queste Informazioni sulla Licenza, IBM concede al licenziatario un diritto limitato di utilizzare il Programma. Questo diritto è limitato al livello di Uso Autorizzato, come Processor Value Unit ("PVU"), Resource Value Unit ("RVU"), Value Unit ("VU") o altro livello di utilizzo specificato, pagato dal licenziatario come evidenziato nella Prova di Titorarietà. L'utilizzo del licenziatario può anche essere limitato ad una macchina specifica, o solo come Programma di Supporto, o soggetto ad altre limitazioni. Poiché il licenziatario non ha pagato per tutto il valore economico del Programma, non è consentito nessun altro utilizzo senza il pagamento di canoni aggiuntivi. Inoltre, il licenziatario non può utilizzare il Programma per fornire servizi IT commerciali a terze parti, fornire hosting o timesharing commerciali o sublicenziare, noleggiare o concedere in leasing il Programma, se non espressamente stabilito negli accordi applicabili, in base ai quali il licenziatario ottiene autorizzazioni all'utilizzo del Programma. Il licenziatario può ottenere altri diritti a seguito del pagamento di canoni aggiuntivi o in base a clausole diverse o supplementari. IBM si riserva il diritto di determinare se tali diritti aggiuntivi possano essere disponibili per il licenziatario.

Le specifiche del Programma si possono trovare nelle sezioni pubbliche Descrizioni e Informazioni Tecniche delle Lettere d'Annuncio del Programma.

Programma ad utilizzo limitato

Questo Programma è fornito solo per essere utilizzato con l'hardware stabilito o le configurazioni hardware definite di seguito o i loro aggiornamenti. Al licenziatario è vietato utilizzare questo Programma insieme ad altro hardware.

Hardware stabilito o configurazioni hardware:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Codice concesso in licenza separatamente

Le dichiarazioni di questo paragrafo non si applicano laddove ritenute invalide o inapplicabili in base alle norme che regolano la presente licenza. Ciascuna delle componenti elencate di seguito viene considerata "Codice concesso in licenza separatamente". Il Codice concesso in licenza separatamente di IBM è concesso in licenza al licenziatario in base alle clausole dell'accordo di licenza di terze parti applicabile stabilite nei file NON_IBM_LICENSE che accompagnano il Programma. Nonostante le clausole dell'Accordo, o di qualsiasi altro accordo stipulato dal licenziatario con IBM, le clausole di tali accordi di licenza di terze parti regoleranno l'utilizzo di tutto il Codice concesso in licenza separatamente da parte del licenziatario salvo quanto diversamente dichiarato di seguito.

Futuri aggiornamenti o fix al Programma possono contenere ulteriore Codice concesso in licenza separatamente. Tale Codice concesso in licenza separatamente aggiuntivo e le relative licenze sono elencati in un altro file NON_IBM_LICENSE che accompagna l'aggiornamento o fix al Programma. Il licenziatario conferma di aver letto e accetta gli accordi di licenza contenuti nei file NON_IBM_LICENSE. Se il licenziatario non accetta le clausole di questi accordi di licenza di terze parti, non potrà utilizzare il Codice concesso in licenza separatamente.

Per i Programmi acquisiti in base all'IPLA (International Program License Agreement) o all'ILAN (International Program License Agreement for Non Warranted Program) e il licenziatario è il licenziatario iniziale del Programma, se il licenziatario non accetta gli accordi di licenza di terze parti, il licenziatario potrà restituire il Programma in conformità con le clausole della sezione "Garanzia di rimborso", e all'interno dei tempi specificati stabiliti, dell'IPLA o dell'Accordo ILAN IBM.

Nota: Nonostante le clausole dell'Accordo di licenza di terze parti, dell'Accordo o di qualsiasi altro accordo stipulato dal licenziatario con IBM e fatti salvi i limiti inderogabili di legge:

- (a) IBM fornisce questo Codice concesso in licenza separatamente al licenziatario **SENZA GARANZIE DI ALCUN TIPO**;
- (b) IBM **NON FORNISCE ALCUNA GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O SENZA INTERFERENZE E GARANZIE IMPLICITE E CONDIZIONI DI COMMERCIALIZZABILITÀ ED IDONEITÀ PER UNO SCOPO PARTICOLARE, RELATIVAMENTE AL CODICE CONCESSO IN LICENZA SEPARATAMENTE**;
- (c) IBM non è responsabile nei confronti del licenziatario, e non difenderà, indennizzerà o proteggerà il licenziatario da qualsiasi pretesa derivante dal Codice concesso in licenza separatamente o ad esso relativa; e

(d) IBM non è responsabile per alcun danno diretto, indiretto, incidentale o consequenziale, inclusi a titolo di esempio, perdita di dati, perdita di risparmi o mancati profitti, relativi al Codice concesso in licenza separatamente.

Nonostante tali esclusioni, in Germania ed Austria, la garanzia e responsabilità di IBM per il Codice concesso in licenza separatamente è regolata solo dalle clausole rispettivamente applicabili alla Germania e all'Austria negli accordi di licenza IBM.

Nota: IBM può fornire supporto limitato per determinato Codice concesso in licenza separatamente. Se tale supporto è disponibile, i dettagli e qualsiasi clausola aggiuntiva relativi a tale supporto saranno presentati nel documento di Informazioni relative alla Licenza.

I seguenti sono Codici concessi in licenza separatamente:

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)

Componenti Sorgente e Materiali di Esempio

Il Programma può includere alcune componenti in formato di codice sorgente ("Componenti Sorgente") e altri materiali identificati come Materiali di esempio. Il licenziatario può copiare e modificare le Componenti Sorgente e i Materiali di Esempio per uso interno solo a condizione che tale uso sia nei limiti dei diritti di licenza previsti in base al presente Accordo, a condizione tuttavia che il licenziatario non possa alterare o eliminare alcuna informazione sul copyright o avviso contenuto nelle Componenti Sorgente e nei Materiali di Esempio. IBM fornisce le Componenti Sorgente e i Materiali di Esempio senza obbligo di supporto e "NELLO STATO IN CUI SI TROVANO," SENZA GARANZIE, ESPRESSE O IMPLICITE, INCLUSE GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O INTERFERENZA E LE GARANZIE E LE CONDIZIONI IMPLICITE DI COMMERCIALIZZABILITA' E IDONEITA' PER UNO SCOPO PARTICOLARE.

Value Unit

Value Unit (VU) è l'unità di misura per cui il Programma può essere concesso in licenza. Le titolarità Value Unit si basano sul numero di unità di una specifica misura utilizzata o gestita dal Programma. Il licenziatario deve ottenere titolarità sufficienti per il numero di Value Unit richieste per l'ambiente del licenziatario per la misura designata specificata nel Value Unit Exhibit (VUE) di cui sotto. Le titolarità per Value Unit sono specifiche al Programma e non possono essere scambiate, intercambiate o aggregate con titolarità per Value Unit di un altro Programma.

La misura designata ai fini del calcolo di Value Unit è Motori. Un Motore è un processore centrale (CP) o un processore speciale, come un processore Integrated Facility for Linux (IFL), configurato per l'uso su un server di System z. Se il Programma viene utilizzato su un qualsiasi Motore CP su un server System z, il licenziatario deve acquisire titolarità sufficienti per coprire tutte i Motori CP su tale server System z. Se il Programma viene utilizzato su un qualsiasi Motore IFL su un server System z, il licenziatario deve acquisire titolarità sufficienti per coprire tutte i Motori IFL su tale server System z.

Il Value Unit Exhibit per questo Programma è VUE021.

Da 1 a 3 Motori, 10 VU per Motore

Da 4 a 6 Motori, 30 VU più 9 VU per Motore oltre 3

Da 7 a 9 Motori, 57 VU più 8 VU per Motore oltre 6

Da 10 a 12 Motori, 81 VU più 7 VU per Motore oltre 9

Da 13 a 16 Motori, 102 VU più 6 VU per Motore oltre 12

Da 17 a 20 Motori, 126 VU più 5 VU per Motore oltre 16

Da 21 a 25 Motori, 146 VU più 4 VU per Motore oltre 20

Per oltre 25 Motori, 166 VU più 3 VU per Motore oltre 25

Disposizioni specifiche al Programma

Limitazioni di Utilizzo

Il licenziatario non può utilizzare o autorizzare altri ad utilizzare il Programma o qualsiasi sua parte, da solo o insieme ad altri prodotti, in supporto della progettazione, costruzione, controllo, funzionamento manutenzione di qualsiasi apparecchiatura nucleare.

Disponibilità dei materiali del Programma concesso in licenza

Sotto ciascuna licenza, il licenziatario può utilizzare le componenti del Programma in formato sorgente o contrassegnate come riservate per risolvere problemi relativi all'utilizzo del Programma e per modificare il Programma in modo da farlo funzionare insieme ad altri prodotti.

ライセンス情報

以下の「プログラム」は、お客様と IBM とが事前に合意した「プログラム」の使用許諾条件に加えて、次のライセンス情報の使用条件に基づいて使用許諾されます。お客様が「プログラム」の有効な使用許諾条件に事前に合意していない場合、IBM プログラムのご使用条件 (Z125-3301-14) が適用されます。

プログラム名: IBM Wave for z/VM Version 1 Release 2

プログラム番号: 5648-AE1

IBM プログラムのご使用条件 (以下「IPLA」といいます。)、および本「ライセンス情報」に記載されている通り、IBM は、ライセンシーに対し、「プログラム」を使用する制限付き権利を付与されます。この権利は、プロセッサ・バリュウ・ユニット (以下「PVU」といいます。)、リソース・バリュウ・ユニット (以下「RVU」といいます。)、バリュウ・ユニット (以下「VU」といいます。)、またはその他の特定の使用レベルなど、ライセンス証書に明記されている通り、ライセンシーが支払う料金により許可された使用レベルに限定されます。ライセンシーの使用は、特定の機械、従プログラムとしてのみ、またはその他の制約事項に制限される場合もあります。ライセンシーが、すべての「プログラム」の経済的価値を支払っていない場合、追加料金を支払わない限り、他のいかなる使用も許可されません。さらに、ライセンシーが「プログラム」の使用許諾を得るときに適用される使用条件で明示されている場合を除き、ライセンシーは、第三者に対し商業用 IT サービスを提供し、商業用ホスティング、またはタイム・シェアリングの提供、「プログラム」のサブライセンス、賃借、あるいはリースするために「プログラム」を使用することはできません。追加の権利は、ライセンシーによる追加料金の支払い、もしくは別または補足の条件に基づき利用可能となります。IBM は、ライセンシーがかかる追加の権利を利用できるか決定する権限を有するものとします。

「プログラム」の仕様は、「プログラム」の発表レターに共通の「技術情報」の項で確認してください。

使用制限付きプログラム

「プログラム」は、以下の指定ハードウェアもしくはハードウェア構成、またはそれらのアップグレードと共に使用する目的に限って提供されます。ライセンシーは、「プログラム」を他のハードウェアと関連して使用することはできません。

指定ハードウェアまたはハードウェア構成:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

別途使用許諾されるコード

本項の条項が、適用法により無効または履行強制ができないとされた場合、当該条項は適用されません。下記コンポーネントはそれぞれ、「別途使用許諾されるコード」と見なされます。IBM の別途使用許諾されるコードは「プログラム」に添付される NON_IBM_LICENSE ファイルに記載されている該当する第三者の使用条件の条項に基づいてライセンシーに使用許諾されます。本使用条件またはライセンシーが IBM との間で取り交わしたその他の契約にかかわらず、下記に別段の記載がない限り、かかる第三者の使用条件の条項が、すべての別途使用許諾されるコードの使用に適用されます。

将来の「プログラム」の更新版もしくはフィックスには、別途使用許諾されるコードが追加される場合があります。追加された別途使用許諾されるコードおよび関連する使用権は、「プログラム」の更新版もしくはフィックスに添付される NON_IBM_LICENSE ファイルに記載されます。ライセンシーは、NON_IBM_LICENSE ファイルに含まれている使用許諾契約を読み、同意したものとみなされます。これらの第三者の使用許諾契約の条項に同意しない限り、ライセンシーは別途使用許諾されるコードを使用することはできません。

ライセンシーが最初の使用権取得者であり IBM プログラムのご使用条件 (以下「IPLA」といいます。) もしくは IBM プログラムのご使用条件 (保証適用外プログラム用) (以下「ILAN」といいます。) に基づいて取得した「プログラム」について、第三者の使用許諾契約に同意しない場合には、IPLAまたは ILANの「解約可能期間」の条項に従って「プログラム」を返却することができます。

注: 第三者の使用条件、本使用条件またはライセンシーが IBM との間で取り交わしたその他の条件にかかわらず、以下の各号が適用されます。

- (a) IBM はライセンシーに別途使用許諾されるコードを提供しますが、いかなる保証も提供しません。
- (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、節約すべき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。

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)

ソース・コンポーネントおよびサンプル資料

「プログラム」には、ソース・コード形式のいくつかのコンポーネント (以下「ソース・コンポーネント」といいます。) およびサンプル資料として規定されるその他の資料が含まれています。ライセンシーは、本使用条件に基づく使用権の制限の範囲内で、ソース・コンポーネントおよびサンプル資料を社内での使用に限り、複製および修正することができます。ただし、ライセンシーは、ソース・コンポーネントまたはサンプル資料に含まれている著作権情報または特記事項を変更または削除することはできません。IBM は、ソース・コンポーネントおよびサンプル資料を、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、商品性の保証および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。

Value Unit

Value Unit (以下「VU」といいます。) は、「プログラム」が使用許諾される際の算定単位です。Value Unit 使用権は、「プログラム」が使用または管理する特定の設定された算定単位の数に基づきます。ライセンシーは、下記の Value Unit Exhibit (以下「VUE」といいます。) で特定されるライセンシーの設定された算定単位の環境に必要な Value Units 数に応じた、適正数の使用権を取得するものとします。Value Unit 使用権は、「プログラム」に固有のものであり、別のプログラムの Value Unit 使用権と交換、置き換え、または合算することはできません。

バリュー・ユニット数を算定するための指定算定単位はエンジンです。エンジンは、System z サーバー上の中央処理装置 (CP) または特殊プロセッサ (Integrated Facility for Linux (IFL) プロセッサなど) です。「プログラム」を System z サーバ

ー上の CP エンジンで使用する場合、ライセンシーは、その System z サーバー上のすべての CP エンジンに対応する十分な使用権を取得する必要があります。「プログラム」を System z サーバー上の IFL エンジンで使用する場合、ライセンシーは、その System z サーバー上のすべての IFL エンジンに対応する十分な使用権を取得する必要があります。

本「プログラム」の Value Unit Exhibit は、VUE021 です。

1 から 3 エンジンについて、エンジンあたり 10 VU
4 から 6 エンジンについて、30 VU に加え、3 を超えるエンジンあたり 9 VU
7 から 9 エンジンについて、57 VU に加え、6 を超えるエンジンあたり 8 VU
10 から 12 エンジンについて、81 VU に加え、9 を超えるエンジンあたり 7 VU
13 から 16 エンジンについて、102 VU に加え、12 を超えるエンジンあたり 6 VU
17 から 20 エンジンについて、126 VU に加え、16 を超えるエンジンあたり 5 VU
21 から 25 エンジンについて、146 VU に加え、20 を超えるエンジンあたり 4 VU
25 を超えるエンジンについて、166 VU に加え、25 を超えるエンジンあたり 3 VU

特記事項

使用上の制限

ライセンシーは、いかなる原子力施設の設計、建設、制御、稼働、または保守を支援するために、「プログラム」または「プログラム」の一部を単独または他の製品と組み合わせて使用したり、第三者に使用を許可することはできません。

ライセンス・プログラム資料の有用性

各ライセンスに基づいて、ライセンシーはソース形式または制限が設定された「プログラム」のコンポーネントを使用して、「プログラム」の使用に関連する問題を解決し、他の製品と連携させるために「プログラム」を変更することのみを行うことができます。

라이선스 정보

아래 나열된 프로그램은 이전에 고객과 IBM이 합의한 프로그램 라이선스 조건에 추가하여 다음 라이선스 정보 이용 약관에 의거하여 라이선스가 부여됩니다. 이전에 고객이 해당 프로그램에 적용되는 라이선스 조항에 동의하지 않은 경우 IBM 국제 프로그램 라이선스 계약(Z125-3301-14)이(가) 적용됩니다.

프로그램 이름: IBM Wave for z/VM Version 1 Release 2

프로그램 번호: 5648-AE1

국제 프로그램 라이선스 계약("IPLA")과 본 라이선스 정보에서 설명한 바와 같이, IBM은 라이선스 사용자에게 본 프로그램을 사용할 수 있는 제한적인 권리를 부여합니다. 이러한 권리는 프로세서 밸류 유닛("PVU"), 리소스 밸류 유닛("RVU"), 밸류 유닛("VU") 등 허가된 사용(Authorized Use) 레벨이나 라이선스 증서에 명시된 대로 라이선스 사용자가 지불한 기타 지정된 사용 레벨로 제한됩니다. 라이선스 사용자의 사용은 지정된 기계로 제한되거나 보조 프로그램으로만 사용하도록 제한되거나 다른 제한사항에 의해 제한될 수도 있습니다. 라이선스 사용자는 본 프로그램의 경제적 가치를 모두 지불하지 않았으므로 추가 사용료를 지불하지 않으면 기타 다른 사용이 허용되지 않습니다. 또한 라이선스 사용자는 본 프로그램에 대한 사용 권한을 취득한 준거 계약에서 구체적으로 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.

제한 사용(Limited Use) 프로그램

본 프로그램은 아래 지정된 하드웨어나 하드웨어 구성 또는 관련 업그레이드와 함께 사용하기 위한 용도로만 제공됩니다. 라이선스 사용자는 기타 다른 하드웨어와 관련해서는 본 프로그램을 사용할 수 없습니다.

지정된 하드웨어 또는 하드웨어 구성:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

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.
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)

소스 구성요소 및 샘플 자료

본 프로그램에는 소스 코드 형식의 일부 구성요소(이하 "소스 구성요소") 및 샘플 자료로 식별된 기타 자료가 포함될 수 있습니다. 라이선스 사용자는 본 계약에 의거한 라이선스 권리의 제한 범위 내에서 사용하는 경우에 한해 내부적인 용도로만 소스 구성요소 및 샘플 자료를 복사하고 수정할 수 있습니다. 단, 소스 구성요소 또는 샘플 자료에 포함된 저작권 정보나 주의사항은 변경하거나 삭제할 수 없습니다. IBM은 소유권, 타인의 권리 침해를 또는 비간섭에 대한 보증, 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증 및 조건을 포함하여 명시적이거나 묵시적인 일체의 보증 없이, 소스 구성요소 및 샘플 자료를 지원 서비스가 제공되지 않는 "현상태대로" 제공합니다.

밸류 유닛(VU)

밸류 유닛(Value Unit: VU)은 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 밸류 유닛 권한은 본 프로그램에서 사용하거나 관리하는 특정한 지정된 측정 단위의 수를 기준으로 부여됩니다. 라이선스 사용자는 아래 밸류 유닛 별첨(VUE)에 지정된 해당 측정 단위에 대해 라이선스 사용자의 환경에서 필요한 밸류 유닛 수에 해당하는 충분한 권한을 취득해야 합니다. 밸류 유닛 권한은 프로그램에 따라 다르며 다른 프로그램의 밸류 유닛 권한으로 대체하거나 상호 교환하거나 통합할 수 없습니다.

밸류 유닛 계산 용도로 지정된 측정 단위는 엔진입니다. 엔진은 중앙 처리 장치(CP) 또는 System z 서버에서 사용하도록 구성된 IFL(Integrated Facility for Linux) 프로세서 등의 특화 프로세서를 의미합니다. 본 프로그램이 System z 서버의 CP 엔진에서 사용되는 경우, 라이선스 사용자는 반드시 해당하는 System z 서버의 모든 CP 엔진을 포괄하는 충분한 수의 권한을 취득해야 합니다. 본 프로그램이 System z 서버의 IFL 엔진에서 사용되는 경우, 라이선스 사용자는 반드시 해당하는 System z 서버의 모든 IFL 엔진을 포괄하는 충분한 수의 권한을 취득해야 합니다.

본 프로그램의 밸류 유닛 별첨(Value Unit Exhibit)은 VUE021입니다.

- 1 - 3개 엔진의 경우, 엔진당 10 VU
- 4 - 6개 엔진의 경우, 30 VU + 3개를 넘는 엔진당 9 VU

7 - 9개 엔진의 경우, 57 VU + 6개를 넘는 엔진당 8 VU
10 - 12개 엔진의 경우, 81 VU + 9개를 넘는 엔진당 7 VU
13 - 16개 엔진의 경우, 102 VU + 12개를 넘는 엔진당 6 VU
17 - 20개 엔진의 경우, 126 VU + 16개를 넘는 엔진당 5 VU
21 - 25개 엔진의 경우, 146 VU + 20개를 넘는 엔진당 4 VU
25개를 넘는 엔진의 경우, 166 VU + 25개를 넘는 엔진당 3 VU

프로그램 고유 조항

사용 제한사항

라이선스 사용자는 핵 시설의 설계, 건설, 제어, 운영 또는 유지보수를 지원하기 위해서는 본 프로그램이나 본 프로그램의 일부를 독립적으로 또는 다른 제품과 조합하여 사용하거나 타인이 사용하도록 허가할 수 없습니다.

라이선스가 있는 프로그램 자료 사용가능성

각 라이선스에 의거해서, 라이선스 사용자는 프로그램 구성요소를 소스 양식으로만 사용할 수 있으며, 그렇지 않은 경우 본 프로그램의 사용과 관련된 문제점을 해결하고 다른 제품과 함께 작동하도록 본 프로그램을 수정하는 것으로 제한되도록 표시됩니다.

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias Licencijos informacijos sąlygas, kurios papildo Programos licencijos sąlygas, dėl kurių susitarė Klientas ir IBM. Jei Klientas anksčiau nėra sutikęs su Programai taikomomis licencijos sąlygomis, taikoma IBM Tarptautinė programos licencinė sutartis (Z125-3301-14).

Programos pavadinimas: IBM Wave for z/VM Version 1 Release 2

Programos numeris: 5648-AE1

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) Išteklių vertės vieneto (IVV), Vertės vieneto (VV) ar kitu nurodytu naudojimo lygiu, apmokamu Licencianto ir nurodytu Teisių suteikimo dokumente. Licencianto 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, Licenciatas neturi teisės naudoti Programos komercinėms IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstymą, teikti antrinę Programos licenciją ar ją nuomotį, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokestį 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.

Ribotojo naudojimo Programa

Ši Programa pateikiama naudoti tik su toliau nurodyta technine įranga arba techninės įrangos konfigūracija (-omis) ar jų naujiniais. Licenciatui draudžiama naudoti šią Programą kartu su bet kokia kita technine įranga.

Nurodyta techninė įranga arba techninės įrangos konfigūracija (-jos):

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

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.

Būsimuose 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 įsigytos 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:

- (a) IBM pateikia Licenciatui Atskirai licencijuotą kodą NETAIKYDAMA JOKIŲ GARANTIJŲ;
- (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
- (d) IBM neatsako už jokių su Atskirai licencijuotu kodu susijusių tiesioginių, netiesioginių, atsitiktinių, ypatingų, pavyzdinių, baudžiamuosius ar priežastinių nuostolių, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

Nepaisant šių išimčių, Vokietijoje ir Austrijoje IBM garantijas ir įsipareigojimus, susijusius su Atskirai licencijuotu kodu, lemia tik atitinkamos Vokietijai ir Austrijai taikomos sąlygos, nurodytos IBM kliento sutartyje.

Pastaba: IBM gali teikti kai kurių Atskirai licencijuotų kodų ribotą palaikymą. Jei toks palaikymas teikiamas, išsami informacija ir papildomos tokio palaikymo sąlygos nurodomos dokumente „Licencijos informacija“.

Toliau išvardyti Atskirai licencijuoti kodai:

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)

Šaltinio komponentai ir pavyzdinė medžiaga

Į Programą gali būti įtraukti keli komponentai išeitinio kodo forma („Šaltinio komponentai“) ir kita medžiaga, apibrėžta kaip Pavyzdinė medžiaga. Licenciatas gali kopijuoti ir modifikuoti Šaltinio komponentus ir Pavyzdinę medžiagą tik naudoti viduje, jei toks naudojimas nepažeidžia šios Sutarties licencijos teisių ir jei Licenciatas nekeičia ar nenaikina jokios Šaltinio komponentuose ir Pavyzdinėje medžiagoje esančios autoriaus teisių informacijos ar pranešimų. IBM pateikia Šaltinio komponentus ir Pavyzdinę medžiagą be palaikymo išpareigojimo ir TOKIĄ, KOKIA YRA, NESUTEIKIANT JOKIŲ AIŠKIAI NURODYTŲ AR NENURODYTŲ GARANTIJŲ, ĮSKAITANT NUOSAVYBĖS TEISĖS, NEPAŽEIDŽIAMUMO AR NEĮSIKIEŠIMO GARANTIJAS IR NENURODYTAS TINKAMUMO PREKIAUTI IR TAM TIKRAM TIKSLUI GARANTIJAS IR SĄLYGAS.

Vertės vienetas

Vertės vienetas (VV) yra matavimo vienetas, pagal kurį licencijuojama Programa. Vertės vienetų teisės pagrįstos konkretaus paskirto mato, kurį naudoja arba valdo Programa, vienetų skaičiumi. Licenciatas privalo įsigyti pakankamas tokio Vertės vienetų skaičiaus teises, koks yra reikalingas pagal Licenciatą aplinkoje priskirtą matą, kuris nurodytas toliau pateiktame Vertės vieneto pristatyme (VVP). Vertės vieneto teisės priskiriamos konkrečiai Programai, jų negalima pakeisti, sukeisti arba sujungti su kitos Programos Vertės vieneto teisėmis.

Vertės vieneto skaičiavimo tikslais paskirtasis matas yra moduliai. Modulis yra centrinis procesorius (CP) arba specialusis procesorius, pvz., „Integrated Facility for Linux“ (IFL) procesorius, sukonfigūruotas naudoti „System z“ serveryje. Jei Programa naudojama bet kuriame „System z“ serverio CP modulyje, Licenciatas turi įsigyti pakankamai teisių, kad jos apimtų visus tame „System z“ serveryje veikiančius CP modulius. Jei Programa naudojama bet kuriame „System z“ serverio IFL modulyje, Licenciatas turi įsigyti pakankamai teisių, kad jos apimtų visus tame „System z“ serveryje veikiančius IFL modulius.

Šios programos Vertės vieneto pristatymas yra VUE021.

Nuo 1 iki 3 Modulių, 10 VV už Modulį

Nuo 4 iki 6 Modulių, 30 VV pridedant 9 VV už Modulį, jei daugiau nei 3

Nuo 7 iki 9 Modulių, 57 VV pridedant 8 VV už Modulį, jei daugiau nei 6

Nuo 10 iki 12 Modulių, 81 VV pridedant 7 VV už Modulį, jei daugiau nei 9

Nuo 13 iki 16 Modulių, 102 VV pridedant 6 VV už Modulį, jei daugiau nei 12

Nuo 17 iki 20 Modulių, 126 VV pridedant 5 VV už Modulį, jei daugiau nei 16

Nuo 21 iki 25 Modulių, 146 VV pridedant 4 VV už Modulį, jei daugiau nei 20

Daugiau nei 25 Moduliai, 166 VV pridedant 3 VV už Modulį, jei daugiau nei 25

Unikalios programos sąlygos

Naudojimo apribojimai

Licenciatas negali naudoti arba suteikti kitiems teisės naudoti Programos ar bet kurios Programos dalies atskirai ar kartu su kitais produktais bet kokių branduolinių objektų kūrimui, konstravimui, kontrolei, valdymui arba priežiūrai palaikyti.

Prieinamumas prie licencijuotos Programos medžiagos

Pagal kiekvieną licenciją Licenciatas gali naudoti Programos komponentus tik šaltinio forma ar pažymėtus kaip apribotus su Programos naudojimu susijusioms problemoms spręsti ir Programai modifikuoti norint dirbti kartu su kitais produktais.

INFORMACJE LICENCYJNE

Programy wymienione poniżej są licencjonowane na podstawie przedstawionych poniżej warunków Informacji licencyjnych, które stanowią uzupełnienie warunków licencji na Program uzgodnionych uprzednio między Klientem a IBM. Jeśli Klient nie dysponuje warunkami licencji uzgodnionymi uprzednio z IBM w odniesieniu do Programu, zastosowanie mają warunki licencji IBM Międzynarodowa Umowa Licencyjna na Program (Z125-3301-14).

Nazwa Programu: IBM Wave for z/VM Version 1 Release 2

Numer Programu: 5648-AE1

Zgodnie z Międzynarodową Umową Licencyjną na Program ("IPLA") i niniejszym dokumentem Informacje licencyjne IBM udziela Licencjodawcy ograniczonego prawa do używania Programu. Prawo to jest ograniczone do poziomu Autoryzowanego Używania, takiego jak Procesorowa Jednostka Wartości ("PVU"), Jednostka Wartości Zasobów ("RVU"), Jednostka Wartości ("VU") lub inny określony poziom używania, opłacony przez Licencjodawcę i potwierdzony dokumentem Proof of Entitlement (PoE). Używanie Programu przez Licencjodawcę może być również ograniczone do określonej maszyny, może podlegać innym ograniczeniom lub może obejmować używanie Programu wyłącznie jako Programu Wspierającego. Jako że Licencjodawca nie zapłacił za całą wartość ekonomiczną Programu, używanie Programu w dowolnym innym celu bez uiszczenia dodatkowych opłat jest zabronione. Ponadto Licencjodawca 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 wydierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjodawca jest upoważniony do używania Programu, wyraźnie stanowią inaczej. Licencjodawca 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 Licencjodawcy.

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

Ograniczenia dotyczące używania Programu

Program ten jest dostarczany jedynie w celu używania z określonym sprzętem lub konfiguracjami sprzętu zidentyfikowanymi poniżej lub ich aktualizacjami. Licencjodawcy nie wolno używać tego Programu w połączeniu z żadnym innym sprzętem.

Określony sprzęt lub konfiguracje sprzętu:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

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.

Przyszłe aktualizacje lub poprawki do Programu mogą zawierać dodatkowy Kod Licencjonowany Oddzielnie. Takie dodatkowe komponenty Kodu Licencjonowanego Oddzielnie oraz związane z nimi licencje są wymienione w kolejnym pliku NON_IBM_LICENSE dołączonym do aktualizacji lub poprawki do Programu. Licencjobiorca potwierdza, że zapoznał się z treścią umów licencyjnych zawartych w pliku lub plikach NON_IBM_LICENSE i wyraził na nie zgodę. Jeśli Licencjobiorca nie wyrazi zgody na warunki tych umów licencyjnych osób trzecich, wówczas nie będzie mógł używać Kodu Licencjonowanego Oddzielnie.

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:

- (a) IBM dostarcza Licencjobiorcy niniejszy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI);
- (b) 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 Licencjobiorcy odpowiedzialności za jakiegokolwiek roszczenia wynikające z używania Kodu Licencjonowanego Oddzielnie lub z nim związane ani też nie będzie zabezpieczać ani bronić Licencjobiorcy 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:

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)

Komponenty Źródłowe i Materiały Przykładowe

Program może zawierać komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") oraz inne materiały określone jako Materiały Przykładowe. Licencjobiorca może kopiować i modyfikować Komponenty Źródłowe i Materiały Przykładowe jedynie na użytek wewnętrzny, pod warunkiem, że użytek taki mieści się w granicach praw licencyjnych na mocy niniejszej Umowy, zaś Licencjobiorca nie będzie zmieniać ani usuwać żadnych informacji czy uwag o prawach autorskich zawartych w Komponentach Źródłowych lub Materiałach Przykładowych. IBM dostarcza Komponenty Źródłowe i Materiały Przykładowe bez zobowiązania do wsparcia, W STANIE, W JAKIM SIĘ ZNAJDUJĄ ("AS IS"), BEZ UDZIELANIA JAKIEGOKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ), WYRAŻNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA

WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

Jednostka Wartości

Jednostka Wartości (Value Unit, zwana dalej "VU") to jednostka miary, według której licencjonowany jest Program. Uprawnienia VU opierają się na liczbie jednostek określonej miary, używanych lub zarządzanych przez Program. Licencjodawca musi nabyć liczbę uprawnień wystarczającą dla liczby jednostek VU wymaganych w środowisku Licencjodawcy dla określonej miary, zgodnie z Wykazem Jednostek VU podanym poniżej. Uprawnienia VU są specyficzne dla danego Programu. Nie można ich wymieniać ani łączyć z uprawnieniami VU dla innego Programu.

Miarą używaną do obliczania Jednostek Wartości są Mechanizmy. "Mechanizm" to centralny procesor (CP) lub procesor specjalistyczny, taki jak Integrated Facility for Linux (IFL), skonfigurowany pod kątem używania go na serwerze z systemem System z. Jeśli Program jest używany na dowolnym Mechanizmie CP na serwerze z systemem System z, Licencjodawca musi nabyć uprawnienia obejmujące wszystkie Mechanizmy CP na tym serwerze z systemem System z. Jeśli Program jest używany na dowolnym Mechanizmie IFL na serwerze z systemem System z, Licencjodawca musi nabyć uprawnienia obejmujące wszystkie Mechanizmy IFL na tym serwerze z systemem System z.

Wykaz Jednostek VU dla tego Programu to VUE021.

Od 1 do 3 mechanizmów: 10 jednostek VU na mechanizm

Od 4 do 6 mechanizmów: 30 jednostek VU plus 9 jednostek VU na każdy mechanizm powyżej 3

Od 7 do 9 mechanizmów: 57 jednostek VU plus 8 jednostek VU na każdy mechanizm powyżej 6

Od 10 do 12 mechanizmów: 81 jednostek VU plus 7 jednostek VU na każdy mechanizm powyżej 9

Od 13 do 16 mechanizmów: 102 jednostki VU plus 6 jednostek VU na każdy mechanizm powyżej 12

Od 17 do 20 mechanizmów: 126 jednostek VU plus 5 jednostek VU na każdy mechanizm powyżej 16

Od 21 do 25 mechanizmów: 146 jednostek VU plus 4 jednostki VU na każdy mechanizm powyżej 20

Więcej niż 25 mechanizmów: 166 jednostek VU plus 3 jednostki VU na każdy mechanizm powyżej 25

Warunki specyficzne dla Programów

Ograniczenia w używaniu

Licencjobiorca nie może używać ani upoważniać kogokolwiek do używania Programu ani żadnej części Programu, samodzielnie ani w połączeniu z innymi produktami, do celów projektowania, budowania, eksploatacji lub konserwacji urządzeń nuklearnych bądź sterowania nimi.

Dostępność materiałów dotyczących Programu licencjonowanego

W ramach każdej licencji Licencjobiorca może używać komponentów Programu dostarczonych w postaci źródłowej lub oznaczonych jako przeznaczone do ograniczonego używania wyłącznie w celu rozwiązywania problemów związanych z korzystaniem z Programu i modyfikowania Programu pod kątem współpracy z innymi produktami.

INFORMAÇÕES DA LICENÇA

Os Programas listados abaixo são licenciados sob os/ao abrigo dos termos e condições da seguinte Informação sobre a Licença a seguir, além dos termos de licença do Programa acordados anteriormente pelo Cliente e pela IBM. Se o Cliente não tiver acordado anteriormente com os termos de licença em vigor para o Programa, o IBM Contrato Internacional de Licença de Programa (Z125-3301-14) será aplicável.

Nome do Programa: IBM Wave for z/VM Version 1 Release 2

Número do Programa: 5648-AE1

Conforme descrito no Contrato de Licença Internacional de Programas ("IPLA") e nesta Informação sobre a Licença, a IBM concede ao Licenciado um direito limitado para usar/utilizar o Programa. Esse direito é limitado ao nível do/a Uso/Utilização Autorizado/a, tal como um Processor Value Unit ("PVU"), um Resource Value Unit ("RVU"), um Value Unit ("VU"), ou outro nível especificado de uso/utilização, pago pelo Licenciado, conforme evidenciado na Prova de Titularidade. O uso/A utilização do licenciado também pode ser limitado/a ao uma máquina especificada ou apenas a um Programa de Suporte ou estar sujeito/a a outras restrições. Como o Licenciado não pagou por todo o valor económico do Programa, nenhum outro uso/nenhuma outra utilização lhe é permitido/a sem o pagamento de encargos adicionais. Além disso, o Licenciado não está autorizado a usar/utilizar o Programa para fornecer serviços de TI comerciais a terceiros, para fornecer hosting comercial ou timesharing, ou sublicenciar alugar ou arrendar o Programa, a menos que expressamente definido nos contratos/acordos aplicáveis sob os quais/ao abrigo dos quais o Licenciado obtém/adquire autorizações para usar/utilizar o Programa. Direitos adicionais podem ser disponibilizados ao Licenciado mediante o pagamento de encargos adicionais ou sob/ao abrigo de termos diferentes ou complementares. A IBM reserva-se o direito de determinar se disponibilizará tais direitos adicionais ao Licenciado.

Especificações do Programa podem ser localizadas nas seções/secções coletivas/colectivas de Descrição e Informações Técnicas das Cartas de Anúncio do Programa.

Programa de Uso Limitado

Este Programa é fornecido apenas para uso com hardware nomeado, configuração(ões) de hardware identificada(s) abaixo ou upgrades para eles. Ao Licenciado não é permitido usar este Programa com respeito a qualquer outro hardware.

Hardware nomeado ou configuração(ões) de hardware:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper
IBM zEnterprise EC12 (zEC12)
IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Código Licenciado Separadamente

Os termos deste parágrafo não aplicam-se até o/ao limite em que sejam considerados inválidos ou não-exeqüíveis/não-exequíveis sob a/ao abrigo da lei que regula esta licença. Cada um dos componentes abaixo listados é considerado "Código Licenciado Separadamente". O Código Licenciado Separadamente IBM é licenciado para o Licenciado sob os/ao abrigo dos termos do(s) contrato(s) de licença/acordo(s) de licenciamento de terceiros aplicável(eis) definidos no(s) arquivo(s)/ficheiro(s) NON_IBM_LICENSE que acompanha(m) o Programa. Não obstante qualquer um dos termos neste Contrato/Acordo ou qualquer outro contrato/acordo que o Licenciado possa ter com a IBM, os termos de tal(is) contrato(s) de licença/acordo(s) de licenciamento de terceiros regulam o uso do Licenciado de todo o Código Licenciado Separadamente a menos que indicado de outra forma abaixo.

Futuras atualizações/actualizações ou correções/correcções do Programa podem conter Código Licenciado Separadamente adicional. Tal Código Licenciado Separadamente adicional e as licenças relacionadas estão listados em outro arquivo/ficheiro NON_IBM_LICENSE que acompanha a atualização/actualização ou correção/correcção do Programa. O Licenciado reconhece que leu e concorda com os contratos de licença/acordos de licenciamento contidos no(s) arquivo(s)/ficheiro(s) NON_IBM_LICENSE. Se o Licenciado não concordar com os termos destes contratos de licença/acordos de licenciamento de terceiros, o Licenciado não pode utilizar o Código Licenciado Separadamente.

Para Programas adquiridos sob o/ao abrigo do Contrato de Licença/Acordo de Licenciamento Internacional do Programa ("IPLA") ou do Contrato de Licença/Acordo de Licenciamento Internacional do Programa para o Programa Não-garantido ("ILAN") e o Licenciado for o licenciado original do Programa, se o Licenciado não concordar com os contratos de licença/acordos de licenciamento de terceiros, o Licenciado pode devolver o Programa de acordo com os termos da, e dentro dos períodos de tempo especificados na seção/secção "Garantia de Reembolso" do Contrato/Acordo IPLA ou ILAN da IBM.

Nota: Não obstante qualquer um dos termos no contrato de licença/acordo de licenciamento de terceiros, o Contrato/Acordo, ou qualquer outro contrato/acordo que o Licenciado possa ter com a IBM:

(a) a IBM fornece este Código Licenciado Separadamente ao Licenciado SEM GARANTIAS DE NENHUM TIPO;

(b) A IBM RENUNCIA TODAS E QUAISQUER GARANTIAS E CONDIÇÕES EXPRESSAS E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TÍTULO, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E AS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM PROPÓSITO/FIM PARTICULAR, COM RELAÇÃO AO CÓDIGO LICENCIADO SEPARADAMENTE;

(c) a IBM não é responsável pelo Licenciado e não defenderá, indenizará/indemnizará ou isentará o Licenciado de quaisquer reivindicações decorrentes ou relacionadas ao Código Licenciado Separadamente; e

(d) a IBM não é responsável por quaisquer danos diretos/directos, indiretos/indirectos, acidentais, especiais, exemplares, punitivos ou consequenciais, incluindo, mas não se limitando a perda de dados, lucros cessantes e perda de lucros, com respeito ao Código Licenciado Separadamente.

Não obstante estas disposições em contrário, nestas exclusões, na Alemanha e na Áustria, a garantia e a responsabilidade da IBM para com o Código Licenciado Separadamente são reguladas apenas pelos respectivos termos aplicáveis para a Alemanha e a Áustria nos contratos de licença/acordos de licenciamento IBM.

Nota: A IBM pode fornecer suporte limitado para determinado Código Licenciado Separadamente. Se tal suporte estiver disponível, os detalhes e quaisquer termos adicionais relacionados com tal suporte serão definidos no documento de Informações sobre Licenciamento.

Os itens a seguir são Código Licenciado Separadamente:

CREATIVE COMMONS LICENSE

- FAMFAMFAM Silk icons v1.3

LESSER GENERAL PUBLIC LICENSE V2.1

- JCommon 1.0.12

- Jcommon-serializier 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)

Componentes Fonte e Materiais de Amostra

O Programa pode incluir alguns componentes na forma de código-fonte ("Componentes Fonte") e outros materiais identificados como Materiais de Amostra. O Licenciado pode copiar e modificar Componentes Fonte e Materiais de Amostra apenas para uso interno, contanto que tal uso esteja dentro dos limites dos direitos

de licença sob este/ao abrigo deste Contrato/Acordo, desde que, no entanto, esse Licenciado não possa alterar ou excluir quaisquer informações de direitos autorais/de autor ou avisos contidos nos Componentes Fonte ou nos Materiais de Amostra. A IBM fornece os Componentes Fonte e Materiais de Amostra sem obrigação de suporte e "NO ESTADO EM QUE SE ENCONTRAM (""AS IS""), SEM NENHUM TIPO DE GARANTIA, SEJA EXPRESSA OU IMPLÍCITA, INCLUINDO A GARANTIA DE TÍTULO, NÃO VIOLAÇÃO OU NÃO INTERFERÊNCIA E AS GARANTIAS IMPLÍCITAS E CONDIÇÕES DE COMERCIALIZAÇÃO E ADEQUAÇÃO PARA UM PROPÓSITO/FIM ESPECÍFICO.

Value Unit

Value Unit (VU) é uma unidade de medida pela qual o Programa pode ser licenciado. As titularidades de Value Unit são baseadas no número de unidades de uma medida designada específica usada ou gerenciada/gerida pelo Programa. O Licenciado deve obter titularidades suficientes para o número de Value Units necessário para o ambiente do Licenciado para a medida projetada especificada na Value Unit Exhibit (VUE) fornecida abaixo. Value Unit são específicas para o Programa e não podem ser trocadas, intercambiadas ou agregadas às titularidades de Value Unit de outro Programa.

A medida designada para o propósito/fim de cálculo de Value Unit é Mecanismos. Um mecanismo é um processador central (CP) ou um processador de especialidade, tal como um processador Integrated Facility for Linux (IFL), configurado para o uso/utilização em um servidor System z. Se um Programa for usado/utilizado em qualquer Mecanismo CP em um servidor System z, o Licenciado deve adquirir titularidades suficientes para cobrir todos os Mecanismos CP nesse servidor System z. Se um Programa for usado/utilizado em qualquer Mecanismo IFL em um servidor System z, o Licenciado deve adquirir titularidades suficientes para cobrir todos os Mecanismos IFL nesse servidor System z.

A Value Unit Exhibit para este Programa é VUE021.

De 1 a 3 Mecanismos, 10 VUs por Mecanismo

De 4 a 6 Mecanismos, 30 VUs mais 9 VUs por Mecanismo acima de 3

De 7 a 9 Mecanismos, 57 VUs mais 8 VUs por Mecanismo acima de 6

De 10 a 12 Mecanismos, 81 VUs mais 7 VUs por Mecanismo acima de 9

De 13 a 16 Mecanismos, 102 VUs mais 6 VUs por Mecanismo acima de 12

De 17 a 20 Mecanismos, 126 VUs mais 5 VUs por Mecanismo acima de 16

De 21 a 25 Mecanismos, 146 VUs mais 4 VUs por Mecanismo acima de 20

Para mais de 25 Mecanismos, 166 VUs mais 3 VUs por Mecanismo acima de 25

Termos Exclusivos do Programa

Restrições de Uso/Utilização

O Licenciado não pode usar/utilizar ou autorizar terceiros a usar/utilizar o Programa, ou qualquer parte do Programa, sozinho ou em combinação com outros produtos, no suporte de design, construção, controle/controlado, operação ou em manutenção de qualquer instalação nuclear.

Disponibilidade dos Materiais do Programa Licenciado

Sob/Ao abrigo de cada licença, o Licenciado pode apenas usar/utilizar componentes do Programa no formato de origem ou marcados como restritos/restringidos para resolver os problemas relacionados ao/à uso/utilização do Programa e para modificar o Programa para funcionar juntamente com outros produtos.

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

Перечисленные ниже Программы лицензируются в соответствии со следующими положениями и условиями Лицензионной Информации в дополнение к положениям лицензии на Программу, которые ранее были согласованы Клиентом и IBM. Если Клиент ранее не принимал лицензионные условия, действующие для Программы, применяется IBM Международное Лицензионное Соглашение в отношении Программ (Z125-3301-14).

Название Программы: IBM Wave for z/VM Version 1 Release 2

Номер Программы: 5648-AE1

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 Ресурсов ("RVU"), Единицами Оценки ("VU") или другим указанным уровнем использования, оплаченным Лицензиатом, как явствует из Свидетельства о Правах. Использование Программы Лицензиатом может также быть ограничено определенной машиной или использованием только в качестве Вспомогательной Программы либо может подпадать под другие ограничения. Поскольку Лицензиат оплатил не всю экономическую стоимость Программы, никакое другое использование не разрешается без уплаты дополнительных взносов. Кроме того, Лицензиату не разрешается использовать Программу для предоставления коммерческих ИТ-услуг какому-либо третьему лицу, для осуществления коммерческого хостинга или использования в режиме разделения времени, а также не разрешается сублицензировать Программу, сдавать ее в аренду или лизинг, если это явно не указано в соответствующих соглашениях, на основании которых Лицензиат получает разрешение на использование Программы. Лицензиат может получать дополнительные права в результате уплаты дополнительных взносов или на основании дополнительных условий. IBM оставляет за собой право определять, стоит ли предоставлять Лицензиату такие дополнительные права.

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

Программа с Ограниченным Использованием

Данная Программа предоставляется только для использования вместе с именованными аппаратными продуктами или аппаратными конфигурациями, указанными ниже, либо их обновлениями. Лицензиату запрещается использовать данную Программу в сочетании с любым другим аппаратным обеспечением.

Именованные аппаратные продукты или аппаратные конфигурации:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper
IBM zEnterprise EC12 (zEC12)
IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Отдельно Лицензируемый Программный Код

Положения данного абзаца не применяются в той степени, в какой они считаются недействительными или невыполнимыми по закону, регулирующему данную лицензию. Каждый из перечисленных ниже компонентов рассматривается как "Отдельно Лицензируемый Программный Код". Отдельно Лицензируемый Программный Код IBM лицензируется Лицензиату в соответствии с условиями применимого лицензионного соглашения(й) третьей стороны, указанного в файле(ах) NON_IBM_LICENSE, сопровождающем Программу. Независимо от любых условий Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM, условия такого лицензионного соглашения(й) третьей стороны регулируют использование Лицензиатом всего Отдельно Лицензируемого Программного Кода, если только иное не указано ниже.

Будущие обновления или изменения Программы могут содержать Отдельно Лицензируемый Программный Код. Такой дополнительный Отдельно Лицензируемый Программный Код и соответствующие лицензии перечисляются в другом файле NON_IBM_LICENSE, сопровождающем обновление или изменение Программы. Лицензиат признает, что Лицензиат прочитал и согласен с условиями лицензионных соглашений, содержащихся в файле(ах) NON_IBM_LICENSE. Если Лицензиат не согласен с условиями этих лицензионных соглашений третьих сторон, Лицензиат не может использовать Отдельно Лицензируемый Программный Код.

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.

Примечание: Независимо от любых условий лицензионного соглашения третьей стороны, Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM:

- (а) IBM предоставляет Лицензиату этот Отдельно Лицензируемый Программный Код БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ;
- (б) 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;

(с) 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:
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)

Исходные Компоненты и Образцы Материалов

Программа может содержать некоторые компоненты в виде исходного кода ("Исходные Компоненты") и другие материалы, обозначаемые как Образцы Материалов. Лицензиат может копировать и изменять Исходные Компоненты и Образцы Материалов только для внутреннего использования при условии, что такое использование осуществляется в рамках лицензионных прав по настоящему Соглашению; однако при этом Лицензиату не разрешается изменять или удалять

любую информацию или замечания об авторских правах, содержащиеся в Исходных Компонентах или Образцах Материалов. IBM предоставляет Исходные Компоненты и Образцы Материалов без обязательств по обеспечению поддержки и на условиях "КАК ЕСТЬ", БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ, КАК ЯВНЫХ, ТАК И ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ ОТСУТСТВИЯ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ, А ТАКЖЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ.

Единица Оценки

Единица Оценки (VU) — это единица измерения, по которой может лицензироваться Программа. Разрешения на основе Единиц Оценки (VU) определяются исходя из числа определенных назначенных единиц измерения, которые используются или управляются Программой. Лицензиат должен приобрести разрешения, достаточные для того числа Единиц Оценки, которое необходимо для среды Лицензиата с учетом назначенных единиц измерения, указанных в приведенной ниже Таблице расчета Единиц Оценки. Права на основе Единиц Оценки относятся к конкретной Программе, и их нельзя заменять, обменивать или объединять с правами на основе Единиц Оценки на другую Программу.

Назначенной системой измерения для подсчета Единиц Оценки являются Процессоры. Процессор - это центральный процессор (ЦП) или специальный процессор, такой как процессор Integrated Facility for Linux (IFL), сконфигурированный для использования на сервере System z. Если Программа используется на любом ЦП на сервере System z, Лицензиат должен приобрести разрешения, достаточные для охвата всех ЦП на этом сервере System z. Если Программа используется на любом процессоре IFL на сервере System z, Лицензиат должен приобрести разрешения, достаточные для охвата всех процессоров IFL на этом сервере System z.

Для данной Программы применяется Таблица расчета Единиц Оценки VUE021.

От 1 до 3 Процессоров: 10 VU на Процессор
От 4 до 6 Процессоров: 30 VU плюс 9 VU на Процессор сверх 3
От 7 до 9 Процессоров: 57 VU плюс 8 VU на Процессор сверх 6
От 10 до 12 Процессоров: 81 VU плюс 7 VU на Процессор сверх 9
От 13 до 16 Процессоров: 102 VU плюс 6 VU на Процессор сверх 12
От 17 до 20 Процессоров: 126 VU плюс 5 VU на Процессор сверх 16
От 21 до 25 Процессоров: 146 VU плюс 4 VU на Процессор сверх 20
Для более чем 25 Процессоров: 166 VU плюс 3 VU на Процессор сверх 25

Особые Положения для Программы

Ограничения на Использование

Лицензиат не должен использовать или разрешать другим лицам использовать Программу или какую-либо часть Программы, как отдельно, так и в сочетании с другими продуктами, для поддержки проектирования, строительства, контроля, эксплуатации или обслуживания каких-либо ядерных объектов.

Доступность Материалов для Лицензионной Программы

По каждой лицензии Лицензиат может использовать компоненты Программы только в виде исходного кода или с пометкой об ограниченном использовании для устранения проблем, связанных с использованием Программы, и для модификации Программы с целью обеспечения ее работы с другими продуктами.

PODATKI O LICENCIRANJU

Spodaj navedeni programi so licencirani na podlagi naslednjih določb in pogojev licenčne informacije, ki veljajo poleg pogojev licence za program, s katerimi naročnik in IBM predhodno soglašata. Če naročnik predhodno ne soglaša s pogoji, ki veljajo za program, velja IBM Mednarodna licenčna pogodba za program (Z125-3301-14).

Ime programa: IBM Wave for z/VM Version 1 Release 2

Številka programa: 5648-AE1

Kot je opisano v dokumentu Mednarodna licenčna pogodba za program ("IPLA") in teh licenčnih informacijah, družba IBM imetniku licence podeljuje omejeno pravico za uporabo programa. Ta pravica je omejena z ravni pooblaščenosti uporabe, kot je enota vrednosti procesorja ("PVU"), enota vrednosti vira ("RVU"), enota vrednosti ("VU") ali druga določena raven uporabe, ki jo plačuje imetnik licence, kot je razvidno iz dokazila o upravičenosti. Uporaba imetnika licence je lahko omejena tudi na določen računalnik ali le v obliki podpornega programa oziroma zanj veljajo druge omejitve. Ker imetnik licence ni plačal polne cene programa, brez doplačila programa ne sme uporabljati na noben drug način. 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.

Program za omejeno uporabo

Ta program je ponujen samo za uporabo z imenovano strojno opremo ali z imenovanimi konfiguracijami strojne opreme, določenimi spodaj, ali za njihove nadgradnje. Imetnik licence ne sme uporabljati programa s povezavi s katerokoli drugo strojno opremo.

Imenovana strojna oprema ali imenovane konfiguracije strojne opreme:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)

IBM System z10 Enterprise Class (z10 EC)

IBM System z10 Business Class (z10 BC).

Ločeno licencirana koda

Določbe tega odstavka ne veljajo do mere, ko so po zakonodaji, ki ureja to licenco, ocenjene kot nične ali takšne, da jih ni mogoče uveljaviti. Vse komponente, navedene spodaj, so obravnavane kot "ločeno licencirana koda". IBM-ova ločeno licencirana koda je podeljena imetniku licence v skladu s pogoji ustreznih licenčnih pogodb drugega proizvajalca, ki so razloženi v datotekah NON_IBM_LICENSE, dodanih programu. Ne glede na pogoje iz te pogodbe ali katerekoli druge pogodbe, ki jo lahko sklene imetnik licence z IBM-om, veljajo za uporabo vseh ločeno licenciranih kod pogoji takšnih licenčnih pogodb z drugim proizvajalcem, razen če ni spodaj določeno drugače.

Nadaljnje posodobitve ali popravki programa lahko vsebujejo dodatno ločeno licencirano kodo. Takšna dodatna ločeno licencirana koda in z njo povezane licence so navedene v drugi datoteki NON_IBM_LICENSE, ki jo dobite s posodobitvijo ali popravkom programa. Imetnik licence potrjuje, da je prebral licenčne pogodbe, vsebovane v datotekah NON_IBM_LICENSE, in da z njimi soglaša. Če imetnik licence ne soglaša z določbami iz teh licenčnih pogodb drugega proizvajalca, ne sme uporabljati ločeno licencirane kode.

Za programe, pridobljene v skladu z mednarodno licenčno pogodbo za program ("IPLA") ali mednarodno licenčno pogodbo za program brez garancije ("ILAN"), ko je imetnik licence izvirni imetnik licence programa, ki ne soglaša z licenčnimi pogodbami drugega proizvajalca, lahko v določenem časovnem okviru, ki je določen v razdelku "Garancija z vračilom denarja" IBM-ove pogodbe IPLA ali ILAN, vrne program v skladu s tema pogodbama.

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:

- (a) IBM nudi ločeno licencirano kodo imetniku licence BREZ VSAKRŠNIH GARANCIJ;
- (b) IBM ZAVRAČA KATEREKOLI IN VSE IZRECNE IN NAKAZANE GARANCIJE IN POGOJE, KAR VKLJUČUJE TUDI (VENDAR NI OMEJENO NA) GARANCIJO ZA NASLOV, NEKRŠENJE ALI NEOVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA TRŽNOST IN PRIMERNOST ZA DOLOČEN NAMEN Z OZIROM NA LOČENO LICENCIRANO KODO;
- (c) IBM ni odgovoren imetniku licence in ga bo branil, zavaroval ali mu povrnil škodo v zvezi s kakršnimikoli zahtevki, vloženimi v povezavi z ločeno licencirano kodo; in
- (d) IBM ni odgovoren za nobeno posredno, neposredno, naključno, posebno, kazensko, dodatno ali posledično škodo, kar vključuje tudi (vendar ni omejeno na) izgubljene podatke, izgubljene prihranke in izgubljene dobičke z ozirom za ločeno licencirano kodo.

Ne glede na te izjeme veljajo v Nemčiji in Avstriji za IBM-ovo garancijo in odgovornost za ločeno licencirano kodo samo ustrezni pogoji, ki veljajo za Nemčijo in Avstrijo v IBM-ovih licenčnih pogodbah.

Opomba: IBM lahko za nekatere ločeno licencirane kode nudi omejeno podporo. Če je na voljo takšna podpora, bodo podrobnosti in vsi dodatni pogoji, povezani s takšno podporo, določeni v dokumentu s podatki o licenciranju.

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)

Izvirne komponente in vzorčno gradivo

Program lahko vključuje nekatere komponente v obliki izvirne kode ("izvirne komponente") in drugo gradivo, imenovano "vzorčno gradivo". Imetnik licence lahko kopira in spreminja izvirne komponente ter vzorčno gradivo za notranjo uporabo samo v primeru, da je takšna uporaba v okviru licenčnih pravic, določenih v tej pogodbi, vendar imetnik licence ne sme spreminjati ali brisati kakršnihkoli informacij o avtorstvu ali obvestil v izvornih komponentah ali vzorčnem gradivu. IBM ponuja izvirne komponente in vzorčno 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 NEOVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA PRODAJNOST IN PRIMERNOST ZA DOLOČEN NAMEN.

Vrednostna enota

Vrednostna enota (VU) je merska enota, na podlagi katere je lahko licenciran program. Pooblastila vrednostne enote temeljijo na številu enot določene dodeljene meritve, ki jo uporablja ali z njo upravlja program. Imetnik licence mora pridobiti zadostna pooblastila za število vrednostnih enot, zahtevanih za okolje imetnika licence za dodeljeno merska enota, določeno spodaj v prikazu vrednostne enote (VUE). Pooblastila za vrednostno enoto so posebej vezana na program in jih naročnik ne more zamenjati, izmenjati ali združiti s pooblastili vrednostnih enot drugega programa.

Dodeljena merska enota za namen izračuna vrednostne enote so motorji. Motor je osrednji procesor (CP) ali procesor za posebne namene, kot je procesor Integrated Facility for Linux (IFL), konfiguriran za uporabo v strežniku System z. Če se program uporablja v katerem koli motorju CP v strežniku System z, mora imetnik licence pridobiti ustrezna pooblastila, da z njimi pokrije vse motorje CP v zadevnem strežniku System z. Če se program uporablja v katerem koli motorju IFL v strežniku System z, mora imetnik licence pridobiti ustrezna pooblastila, da z njimi pokrije vse motorje IFL v zadevnem strežniku System z.

Prikaz vrednostnih enot za ta program je VUE021.

Od 1 do 3 motorji, 10 VU-jev na motor

Od 4 do 6 motorjev, 30 VU-jev plus 9 VU-jev na vsak motor nad 3

Od 7 do 9 motorjev, 57 VU-jev plus 8 VU-jev na vsak motor nad 6

Od 10 do 12 motorjev, 81 VU-jev plus 7 VU-jev na vsak motor nad 9

Od 13 do 16 motorjev, 102 VU-ja plus 6 VU-jev na vsak motor nad 12

Od 17 do 20 motorjev, 126 VU-jev plus 5 VU-jev na vsak motor nad 16

Od 21 do 25 motorjev, 146 VU-jev plus 4 VU-ji na vsak motor nad 20

Za več kot 25 motorjev, 166 VU-jev plus 3-VU-ji na vsak motor nad 25

Pogoji, specifični za program

Omejitve uporabe

Imetnik licence ne sme uporabljati programa ali katerega koli dela programa oziroma pooblastiti drugih za njegovo uporabo ločeno ali v kombinaciji z drugimi produkti, za podporo zasnove, konstrukcije, nadzora, delovanja ali vzdrževanja katerega koli jedrskega objekta.

Razpoložljivost gradiva za licenčni program

V okviru posamezne licence lahko imetnik licence uporablja komponente programa v izvorni obliki ali z omejitvijo samo za odpravljanje težav, povezanih z uporabo programa, in spreminjanje programa za delovanje skupaj z drugimi produkti.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones de Licencia, además de los términos de licencia del Programa acordados previamente entre el Cliente e IBM. Si el Cliente no ha aceptado con anterioridad los términos de la licencia aplicables al Programa, se aplicará IBM Acuerdo Internacional de Programas bajo Licencia (Z125-3301-14).

Nombre de Programa: IBM Wave for z/VM Version 1 Release 2

Número de Programa: 5648-AE1

Tal como se estipula en el Acuerdo Internacional de Programas Bajo Licencia ("IPLA") y en la presente Información de Licencia, IBM otorga al Licenciatario un derecho limitado a utilizar el Programa. Este derecho está limitado a los niveles de Uso Autorizado, como una Value Unit de Procesador ("PVU"), una Value Unit de Recurso ("RVU"), una Value Unit ("VU") u otros niveles de uso estipulados que el Licenciatario hubiera pagado, tal como se indica en el Documento de Titularidad. El uso por parte del Licenciatario también se limitará a una máquina especificada o al uso como Programa de Soporte, o se someterá a otras restricciones. Puesto que el Licenciatario no ha pagado el valor económico íntegro del Programa, no se permitirá ningún otro uso sin abonar previamente los cargos adicionales correspondientes. Además, el Licenciatario no está autorizado a utilizar el Programa para prestar servicios de TI comerciales a terceros o para prestar servicios comerciales de alojamiento web u ofrecer el uso del Programa en régimen de multipropiedad, ni a otorgar licencias a terceros, alquilar o arrendar el Programa, salvo que así se estableciera explícitamente en los acuerdos aplicables en virtud de los cuales el Licenciatario obtiene las necesarias autorizaciones para utilizar el Programa. Podrán otorgarse al Licenciatario derechos adicionales previo pago de los cargos adicionales correspondientes o en virtud de unos términos distintos o complementarios. IBM se reserva el derecho a determinar si desea otorgar al Licenciatario dichos derechos adicionales.

Encontrará las especificaciones del Programa en las cláusulas comunes Descripción e Información técnica incluidas en las Cartas de anuncio del Programa.

Programa de Uso Limitado

Este Programa se suministra sólo para el uso con el hardware o las configuraciones de hardware designados definidos a continuación o sus actualizaciones. El Licenciatario tiene prohibido utilizar este Programa con cualquier otro hardware.

Hardware o configuraciones de hardware designados:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)
IBM zEnterprise 196 (z196)
IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

Código con Licencia Separada

Las estipulaciones que se establecen en este párrafo no se aplicarán en caso de que se declaren inválidas o sin fuerza ejecutoria bajo la ley que rige esta licencia. Los componentes que se enumeran a continuación se consideran "Código con Licencia Separada". El Código con Licencia Separada de IBM se licencia al Licenciatario de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de terceros en el archivo NON_IBM_LICENSE que acompaña al Programa. Independientemente de los términos del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM, los términos de dichos acuerdos de licencia de terceros rigen el uso por parte del Licenciatario de todo el Código con Licencia Separada, excepto que se especifique de otro modo a continuación.

Las futuras actualizaciones o correcciones del Programa pueden contener otros componentes del Código con Licencia Separada. Dicho Código con Licencia Separada adicional y sus correspondientes licencias se listarán en otro archivo NON_IBM_LICENSE que acompaña a la actualización o a la corrección del Programa. El Licenciatario reconoce que ha leído y acepta los acuerdos de licencia que se incluyen en los archivos NON_IBM_LICENSE. Si el Licenciatario no acepta los términos de estos acuerdos de licencia de terceros, el Licenciatario no puede utilizar el Código con Licencia Separada.

En cuanto a los Programas adquiridos de acuerdo con el IPLA (Acuerdo Internacional de Programas bajo Licencia) o ILAN (Acuerdo Internacional de Licencia para Programas Sin Garantía) y siempre que el Licenciatario sea el licenciatario original del Programa, si el Licenciatario no acepta los acuerdos de licencia de terceros, el Licenciatario puede devolver el Programa de acuerdo con los términos del apartado "Garantía de devolución" del Acuerdo de IBM, IPLA o ILAN, y en el periodo de tiempo establecido.

Nota: Independientemente de los términos del acuerdo de licencia de terceros, del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM:

- (a) IBM proporciona este Código con Licencia Separada al Licenciatario SIN GARANTÍA DE NINGÚN TIPO;
- (b) IBM NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO, LA GARANTÍA RESPECTO A DERECHOS DE TERCEROS O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA RESPECTO AL CÓDIGO CON LICENCIA SEPARADA;

(c) IBM no será responsable ante el Licenciario, y no defenderá, ni mantendrá indemne o fuera de toda responsabilidad al Licenciario de ninguna reclamación que surja del Código con Licencia Separada o esté relacionada con éste; y
(d) IBM no se responsabiliza de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo o consecuencial incluidas, pero sin limitarse a, la pérdida de datos, la pérdida de ahorros y la pérdida de beneficios respecto al Código con Licencia Separada.

A pesar de estas exclusiones, en Alemania y Austria, la garantía y la responsabilidad de IBM para el Código con Licencia Separada se rigen únicamente por los respectivos términos aplicables en Alemania y en Austria en los acuerdos de licencia de IBM.

Nota: Es posible que IBM proporcione soporte limitado para parte del Código con Licencia Separada. Si dicho soporte está disponible, los detalles y los términos adicionales relacionados con dicho soporte se establecerán en el documento de Información sobre Licencia.

A continuación se enumera Código con Licencia Separada:

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)

Componentes en Código Fuente y Materiales de muestra

El Programa puede incluir algunos componentes en formato de código fuente ("Componente en Código Fuente") y otros materiales identificados como Materiales de muestra. El Licenciario puede copiar y modificar los Componentes en Código Fuente y los Materiales de muestra únicamente para uso interno, siempre que dicho uso esté dentro de los límites de los derechos de licencia en virtud del presente Acuerdo, y siempre y cuando el Licenciario no altere ni suprima ninguna información de copyright ni de avisos de los Componentes en Código Fuente ni de los Materiales de muestra. IBM proporciona los Componentes en Código Fuente y los Materiales de muestra sin ningún tipo de obligación de soporte y "TAL CUAL", SIN GARANTÍA DE NINGÚN TIPO, NI IMPLÍCITA NI EXPLÍCITA, INCLUIDAS

LA GARANTÍA DE TÍTULO, LA GARANTÍA DE NO VULNERACIÓN DE DERECHOS DE TERCEROS O DE NO INJERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA.

Value Unit

Value Unit (VU) es una unidad de medida por la que se puede licenciar el Programa. Las autorizaciones de Value Unit se basan en el número de unidades de una medida designada específica utilizada o gestionada por el Programa. El Licenciario debe obtener suficientes autorizaciones para el número de Value Units necesario para su entorno con arreglo a la medida designada, especificada en el Documento de Value Units (VUE) que puede encontrar a continuación. Las autorizaciones de Value Unit son específicas para el Programa y no se pueden cambiar, intercambiar ni agregar a autorizaciones de Value Unit de otro Programa.

La medida designada para el cálculo de Value Units se basa en los Motores. Un Motor es un procesador central (CP) o un procesador de especialidad, como un procesador Integrated Facility for Linux (IFL) para su uso en un servidor System z. Si se utiliza el Programa en cualquier Motor de CP en un servidor System z, el Licenciario debe adquirir suficientes autorizaciones para cubrir todos los Motores de CP en dicho servidor System z. Si se utiliza el Programa en cualquier Motor de IFL en un servidor System z, el Licenciario debe adquirir suficientes autorizaciones para cubrir todos los Motores de IFL en dicho servidor System z.

El Documento de Value Units de este Programa es VUE021.

De 1 a 3 motores, 10 VU por motor

De 4 a 6 motores, 30 VU más 9 VU por motor a partir de 3

De 7 a 9 motores, 57 VU más 8 VU por motor a partir de 6

De 10 a 12 motores, 81 VU más 7 VU por motor a partir de 9

De 13 a 16 motores, 102 VU más 6 VU por motor a partir de 12

De 17 a 20 motores, 126 VU más 5 VU por motor a partir de 16

De 21 a 25 motores, 146 VU más 4 VU por motor a partir de 20

A partir de 25 motores, 166 VU más 3 VU por motor a partir de 25

Términos Exclusivos del Programa

Restricciones de uso

El Licenciario no puede utilizar ni autorizar a terceros para utilizar el Programa ni ninguno de sus componentes, por separado o en combinación con otros productos, para ofrecer soporte a actividades de diseño, construcción, control, funcionamiento o mantenimiento de instalaciones nucleares.

Disponibilidad de Materiales de Programas bajo Licencia

En cada licencia, el Licenciatario solo puede utilizar los componentes de Programa en formato fuente o marcados como restringidos para resolver problemas relacionados con el uso del Programa y para modificar el Programa para que pueda funcionar junto con otros productos.

LİSANS BİLGİLERİ

Aşağıda listelenen programlar, daha önce Müşteri ve IBM tarafından kabul edilen Program lisansı koşullarına ek olarak aşağıdaki Lisans Bilgilerinin kayıt ve koşulları kapsamında lisanslanır. Müşteri, Programa ilişkin yürürlükte olan lisans koşullarını daha önce kabul etmemişse, IBM Uluslararası Program Lisans Sözleşmesi (Z125-3301-14) geçerli olur.

Program Adı: IBM Wave for z/VM Version 1 Release 2

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 kanıtlandığı şekilde, Lisans Alan Tarafa ödemesi yapılmış olan İşlemci Değer Birimi ("PVU"), Kaynak Değer Birimi ("RVU"), 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 yetkilerin tabi olduğu geçerli sözleşmelerde açıkça belirtilmediği sürece, Lisans Alan Tarafa bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak, ticari barındırma ya da zaman paylaşımı sunmak ya da alt lisans vermek, kiralamak ya da finansal olarak kiralamak üzere kullanma 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.

Sınırlı Kullanım Programı

Bu Program yalnızca aşağıda belirtilen adı belirlenmiş donanım ya da donanım konfigürasyonu/konfigürasyonları ile veya bunların büyütmeleriyle kullanılmak üzere sağlanır. Lisans Alan Tarafın, bu Programı diğer herhangi bir donanımla bağlantılı olarak kullanması yasaktır.

Adı belirlenmiş donanım ya da donanım konfigürasyonu/konfigürasyonları:

IBM z13

IBM z13s

IBM LinuxONE Emperor

IBM LinuxONE Rockhopper

IBM zEnterprise EC12 (zEC12)

IBM zEnterprise BC12 (zBC12)

IBM zEnterprise 196 (z196)

IBM zEnterprise 114 (z114)
IBM System z10 Enterprise Class (z10 EC)
IBM System z10 Business Class (z10 BC).

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 düzeltmesiyle 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:

- IBM, bu Ayrıca Lisanslanan Kodu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- 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;
- 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:

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)

Kaynak Bileşenler ve Örnek Malzemeler

Bu Program, kaynak kodu biçimindeki bazı bileşenleri ("Kaynak Bileşenleri") ve Örnek Malzemeler olarak tanımlanan diğer malzemeleri içerebilir. Lisans Alan Taraf, Kaynak Bileşenleri ve Örnek Malzemeleri ancak Kaynak Bileşenleri ve Örnek Malzemeleri kullanımının bu Sözleşme kapsamındaki lisans hakları tarafından çizilen sınırlar içinde kalması ve ancak Kaynak Bileşenlerde ya da Örnek Malzemelerde içerilen hiçbir telif hakkı bilgisini veya bildirimini değiştirmemek veya silmemek koşuluyla dahili olarak kullanmak amacıyla kopyalayabilir ve kullanabilir. IBM, Kaynak Bileşenleri ve Örnek Malzemeleri, destek yükümlülüğü olmaksızın ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALE EDİLMEMEYECEĞİNE 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.

Değer Birimi

Değer Birimi (VU), bu Programın lisanslanabileceği ölçüm birimidir. Değer Birimi yetkileri, bu Program tarafından kullanılan veya yönetilen belirli bir kaynağın birim sayısını esas alır. Lisans Alan Taraf, aşağıda URL adresi verilen Web sitesinde bulunan Değer Birimi Ürün Yetkisi Eki (Value Unit Exhibit;VUE) içinde belirtilen atanmış ölçüm birimine uygun olarak kendi ortamı için gereken sayıda Değer Birimi (VU) için yeterli sayıda yetki edinmelidir. Değer Birimi (VU) yetkileri Programa özeldir ve başka bir Programın Değer Birimi yetkileriyle takas edilemez, değiş tokuş edilemez veya bir araya toplanamaz.

Değer Birimi hesaplaması amacıyla atanan ölçüm birimi, Motordur. Motor, bir System z sunucusunda kullanılmak üzere yapılandırılmış bir merkezi işlemci (CP) ya da Integrated Facility for Linux (IFL) işlemcisi gibi bir uzmanlık işlemcisidir. Program bir System z sunucusu üzerindeki herhangi bir CP Motorunda kullanılıyorsa, Lisans Alan Tarafın bu System z sunucusu üzerindeki tüm CP Motorları kapsamaya yetecek sayıda yetki edinmesi gerekir. Program bir System z sunucusu üzerindeki herhangi bir IFL Motorunda kullanılıyorsa, Lisans Alan Tarafın bu System z sunucusu üzerindeki tüm IFL Motorları kapsamaya yetecek sayıda yetki edinmesi gerekir.

Bu Programa ilişkin Değer Birimi Ürün Yetkisi Eki: VUE021.

1 - 3 Motor için: her bir Motor için Değer Birimi = 10
4 - 6 Motor için 30 Değer Birimi artı 3'ün üzerinde Motor başına 9 Değer Birimi
7 - 9 Motor için 57 Değer Birimi artı 6'nın üzerinde Motor başına 8 Değer Birimi
10 - 12 Motor için 81 Değer Birimi artı 9'un üzerinde Motor başına 7 Değer Birimi
13 - 16 Motor için 102 Değer Birimi artı 12'nin üzerinde Motor başına 6 Değer Birimi
17 - 20 Motor için 126 Değer Birimi artı 16'nın üzerinde Motor başına 5 Değer Birimi
21 - 25 Motor için 146 Değer Birimi artı 20'nin üzerinde Motor başına 4 Değer Birimi
25'den fazla Motor için 166 Değer Birimi artı 25'in üzerinde Motor başına 3 Değer Birimi

Programa Özgü Koşullar

Kullanım Sınırlamaları

Lisans Alan Taraf, bu Programı veya Programın herhangi bir bölümünü hiçbir nükleer tesisin tasarımını, inşasını, denetimini, çalıştırılmasını veya bakımını desteklemek üzere tek başına veya diğer Ürünlerle birleştirilmiş olarak kullanamaz veya diğer taraflara bu Programı veya Programın herhangi bir bölümünü tek başına veya diğer Ürünlerle birleştirilmiş olarak kullanım yetkisi veremez.

Lisanslı Program Malzemelerinin Sağlanabilirliği

Her bir lisans kapsamında, Lisans Alan Taraf, Program bileşenlerini kaynak biçiminde veya sınırlı olarak yalnızca Programın kullanılmasına ilişkin sorunların çözülmesi ve Programın diğer ürünlerle birlikte çalışacak şekilde değiştirilmesi için kullanabilir.

Terms and Conditions for Separately Licensed Code

IBM Wave for z/VM Version 1 Release 2

The IBM license agreement and any applicable information on the web download page for IBM products refers Licensee to this file for details concerning terms and conditions applicable to code identified as Separately Licensed Code in the License Information document and included in the products listed above ("the Program").

The "Separately Licensed Code" identified in the License Information document of the IBM license agreement is provided to Licensee under terms and conditions that are different from the IBM license agreement. Licensee's use of such components or portions thereof is subject to the terms of the associated license agreement provided or referenced in this section and not the terms of the IBM license agreement.

Please note: This NON_IBM_LICENSE file may identify Separately Licensed Code and its related agreements that are not used by, or that were not shipped with, the Program as Licensee installed it.

The following are Separately Licensed 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)

+++++

CREATIVE COMMONS LICENSE

The Program includes some or all of the following works licensed under the Creative Commons.

FAMFAMFAM Silk icons (Created by Mark James,
<http://www.famfamfam.com/lab/icons/silk/>)

END OF CREATIVE COMMONS NOTICES AND INFORMATION

+++++

LESSER GENERAL PUBLIC LICENSE

The Program includes some or all of the following licensed to you as Separately Licensed Code under the GNU Lesser General Public License. For copies of the source code for this software, send an email to ibmwave@us.ibm.com identifying the IBM product and the LGPL-licensed program for which you are requesting the source code.

JCommon, Jcommon-serializer, JfreeChart, Libfonts, libformula, libloader, Librepository, Libxml, MariaDB, Pentaho

GNU LESSER GENERAL PUBLIC LICENSE
Version 2.1, February 1999

Copyright (C) 1991, 1999 Free Software Foundation, Inc.
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public Licenses are intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users.

This license, the Lesser General Public License, applies to some specially designated software packages--typically libraries--of the Free Software Foundation and other authors who decide to use it. You can use it too, but we suggest you first think carefully about whether this license or the ordinary General Public License is the better strategy to use in any particular case, based on the explanations below.

When we speak of free software, we are referring to freedom of use, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

For example, if you distribute copies of the library, whether gratis or for a fee, you must give the recipients all the rights that we gave you. You must make sure that they, too, receive or can get the source code. If you link other code with the library, you must provide complete object files to the recipients, so that they can relink them with the library after making changes to the library and recompiling it. And you must show them these terms so they know their rights.

We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run. TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License Agreement applies to any software library or other program which contains a notice placed by the copyright holder or other authorized party saying it may be distributed under the terms of this Lesser General Public License (also called "this License"). Each licensee is addressed as "you".

A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data) to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law:

that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

1. You may copy and distribute verbatim copies of the Library's complete source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and distribute a copy of this License along with the Library.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the

complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the

operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. 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 not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute

so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply, and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

13. The Free Software Foundation may publish revised and/or new versions of the 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 specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

14. If you wish to incorporate parts of the Library into other free programs whose distribution conditions are incompatible with these, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

END OF GNU LESSER GENERAL PUBLIC LICENSE, Version 2.1 NOTICES AND INFORMATION

+++++

LESSER GENERAL PUBLIC LICENSE

The Program includes some or all of the following licensed to you as Separately Licensed Code under the GNU Lesser General Public License. For copies of the source code for this software, send an email to ibmwave@us.ibm.com identifying the IBM product and the LGPL-licensed program for which you are requesting the source code.

Crystal project

GNU LESSER GENERAL PUBLIC LICENSE
Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

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.

GNU GENERAL PUBLIC LICENSE
Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer

can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users

beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and

adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or

f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically

granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU 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 Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM

(INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

END OF GNU LESSER GENERAL PUBLIC LICENSE, Version 3 NOTICES AND INFORMATION

+++++



Printed in USA

GI13-3435-02

