



License Information

许可信息

授權手冊

Licenční informace

Informations sur la Licence

Lizenzinformation

Πληροφορίες για την άδεια χρήσης

Informasi lisensi

Informazioni di Licenza

ライセンス情報

라이선스 정보

Informacija apie Licenciją

Informacje Licencyjne

Informações sobre Licenciamento

Лицензионная информация

Licenčné informácie

Información sobre Licencia

Lisans Bilgileri

Terms and Conditions for Separately Licensed Code

5741-A09 - IBM z/VM Version 7 Release 4

5741-A09 - IBM Directory Maintenance Facility for z/VM, Function Level 740

5741-A09 - IBM Performance Toolkit for VM, Function Level 740

5741-A09 - IBM RACF Security Server for z/VM, Function Level 740

5741-A09 - IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740

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 International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

The following standard terms apply to Licensee's use of the Program.

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The following units of measure may apply to Licensee's use of the Program.

Processor Value Unit (PVU)

Processor Value Unit (PVU) is a unit of measure by which the Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the Processor Value Unit (PVU) licensing for Distributed Software website at https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

Licensee can deploy the Program (if supported) using full capacity licensing, sub-capacity licensing (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), or container licensing (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). See the linked websites for more information.

In addition to the entitlements required for the Program directly, Licensee must obtain PVU entitlements for this Program sufficient to cover the processor cores for the systems on which the resources managed or processed by the Program reside.

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

In addition to the above, the following terms apply to Licensee's use of the Program.

Usage Restrictions

This Program may run on IFL processors only if, on the IFL processors, the Program is being used exclusively to run (1) Linux or OpenSolaris workloads and, (2) if required, Program applications in support of those Linux or OpenSolaris workloads.

If Licensee is running the Program in an LPAR specified as "z/VM-mode" which is configured with both IFL processors and standard processors (CPs) and Licensee intends to run software licensed under the IBM Customer Agreement (ICA) in a virtual machine in that LPAR, that virtual machine must be configured to execute only on standard processors (CPs).

Licensee may only transfer the Program to another party, in connection with Licensee's transfer of the machine on which Licensee is entitled to operate the Program (referred to as a "Limited Transfer"), provided that any such Limited Transfer of the Program requires Licensee to transfer Licensee's rights and obligations under the Agreement to the transferee and therefore terminates Licensee's authorization to continue to use the Program. When the machine and the Program are transferred, Licensee must either provide a printed copy of the Agreement or, if electronic licensing is used for the Program, take the necessary actions that will require electronic acceptance of the Agreement by the transferee prior to the transferee's first use of the Program.

Licensed Program Materials Availability

Under each license, IBM authorizes Licensee to use any portion of the Program IBM 1) provides in source form, or 2) marks restricted (for example, "Restricted Materials of IBM") only to:

- a. resolve problems related to the use of the Program, and
- b. modify the Program so that it will 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 国际程序许可协议 (i125-3301-15) 适用。

程序名称 (程序号) :

IBM z/VM Version 7 Release 4(5741-A09)
IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)
IBM Performance Toolkit for VM, Function Level 740(5741-A09)
IBM RACF Security Server for z/VM, Function Level 740(5741-A09)
IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

以下标准条款适用于被许可方对本程序的使用。

可修改的第三方代码

在某种程度上，如果在“第三方声明”中，IBM 将第三方代码标识为“可修改第三方代码”，那么 IBM 授权被许可方 1) 修改可修改第三方代码，以及 2) 对直接与可修改第三方代码互动的程序模块进行反向工程设计，前提是其目的仅为了调试被许可方对此类第三方代码的修改。IBM 的服务和支持义务（如有）仅适用于未经修改的程序。

单独许可代码

根据本程序随附的 NON_IBM_LICENSE 文件（而非本协议）中规定的适用的第三方许可协议的条款，NON_IBM_LICENSE 文件中列出的每个组件均被视为向被许可方许可的“单独许可代码”。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适用 NON_IBM_LICENSE 文件中。

请注意：无论第三方许可协议、本协议或被许可方可能与 IBM 签订的任何其他协议中有“单独许可代码”相关的任何条款：

- (a) IBM 将此“单独许可代码”提供给被许可方，但不提供任何类型的保证免除任一和全部的明示的和暗含的保证和条件，包括但不限于所有权、非侵权或不干涉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；
- (b) 对于任何直接的、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。

“源组件”和样本材料

本程序包含源代码形式的组件（“源组件”）和/或其他标识为样本材料的材料。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。

以下计量单位可能适用于被许可方对本程序的使用。

处理器价值单元 (PVU)

“处理器价值单元”(PVU) 是获取本程序许可所使用的计量单位。必需的 PVU 权利的数量基于处理器技术定义（按照在分布式软件网站的处理器价值单元 (PVU) 许可中定义：https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html）以及为本程序提供的处理器的数量。IBM 继续将用于获取基于 PVU 许可的“一个处理器”定义为在一个芯片上的每个处理器核心。例如，双核处理器芯片拥有两个处理器核。

被许可人可以使用满容量许可和次容量许可 (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) 或集装箱许可 (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) 来部署程序（如果支持）。有关更多信息，请参见链接的网站。

除直接获取本程序所需的权利外，被许可方还必须为本程序获取足以覆盖本程序管理或处理的资源所在系统的处理器核的 PVU 权利。

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

除上述内容之外，以下条款适用于被许可方对本程序的使用。

使用限制

该程序只有在符合以下条件时才能运行于 IFL 处理器上：IFL 处理器上该程序被专门用于运行 (1) Linux 或 OpenSolaris 工作负载以及 (2) 程序应用程序 (如需要)，以支持 Linux 或 OpenSolaris 工作负载。

如果被许可方在被指定为 z/VM-mode 并用 IFL 处理器和标准处理器 (CP) 配置的 LPAR 中运行该程序，并且被许可方意图在该 LPAR 中的虚拟机中根据 IBM 客户协议 (ICA) 运行许可的软件，那么该虚拟机必须被配置为仅在标准处理器 (CP) 上执行。

如果被许可方要将本程序转让给另一方，被许可方必须将其和被许可方有权在其上操作本程序的机器一同转让 (称为“有限转让”)，但前提是：本程序的任何此类“有限转让”要求被许可方将被许可方在本协议项下的权利和义务转移给受让方并因此终止您继续使用本程序的授权。当机器和本程序同时转让时，在受让方第一次使用本程序之前，被许可方必须向受让方提供本协议的一份打印副本，如果本程序使用了电子方式许可，也可以采取必要措施，要求受让方用电子方式接受本协议。

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- a. 解决与本程序的使用有关的问题，并且
- b. 修改本程序，以便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 國際程式授權合約 (i125-3301-15)。

程式名稱 (程式編號)：

IBM z/VM Version 7 Release 4(5741-A09)
IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)
IBM Performance Toolkit for VM, Function Level 740(5741-A09)
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IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

下列標準條款適用於被授權人對本程式之使用。

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- (b) IBM 對於任何直接、間接、附帶、特殊、懲戒性、懲罰性或衍生性損害，包括但不限於資料之滅失、可預期節省之成本及所失利益，概不負責任。

原始碼元件及範例著作物

「本程式」內含原始碼格式之元件(「原始碼元件」)及/或其他載明為「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，包括所有權、未涉侵權或未涉抵觸之保證，以及可售性與符合特定用途之默示保證及擔保。

下列計量單位適用於被授權人對本程式之使用。

處理器價值單位 (Processor Value Unit, PVU)

稱「處理器價值單元(PVU)」者，係指本程式之授權計量單位。所需 PVU 授權之份數，係以處理器技術(依處理器供應商、品牌、機型及型號而被定義「處理器價值單位(PVU)」)係指「本程式」之授權計量單位。所需 PVU 授權之份數，係以處理器技術(被定義於「分散式軟體」網站之「處理器價值單位(PVU)」授權內，詳下列網址：https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html)及供「本程式」使用之處理器數量為基礎。IBM 為以 PVU 為授權計量單位之目的，一貫將一個處理器定義為晶片上之每一處理器核心。例如，雙核心處理器晶片有二個處理器核心。

被授權人可採用全容量授權、子容量授權 (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) 或儲存器授權 (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) 部署「本程式」。如需其他資訊，請參閱鏈結網站。

除直接取得「本程式」所需之授權數量外，被授權人應另為本程式取得足以涵蓋本程式從中管理或處理資源之系統之處理器核心之 PVU 授權數量。

價值單位

「價值單位 (VU)」係指「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) 規定之指定計量方式，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。價值單位授權係特定予「本程式」，且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

除前揭條款外，下列條款亦適用於被授權人對本程式之使用。

使用限制

「本程式」得於 IFL 處理器上執行，惟「本程式」僅得於 IFL 處理器上用於執行 (1) Linux 或 OpenSolaris 工作量；及 (2) 必要時，亦得執行「本程式」應用程式，以支援該等 Linux 或 OpenSolaris 工作量。

若被授權人欲於載明為「z/VM-模式」(此模式係同時利用 IFL 處理器及標準處理器 (CP) 配置) 之 LPAR 中執行「本程式」，且被授權人欲於該 LPAR 之虛擬機器中執行依 IBM 客戶合約 (ICA) 之規定而授權之軟體，則該虛擬機器應被配置為僅限於標準處理器 (CP) 上執行。

被授權人得轉讓「本程式」予第三人，但該項轉讓僅限於結合被授權人有權操作「本程式」之機器一併轉讓(稱為「有限轉讓」)，且應符合下列條件：「本程式」之任何該項「有限轉讓」，均要求轉讓本合約所列有關被授權人之權利及義務予受讓人，並終止被授權人繼續使用「本程式」之授權。當該機器及「本程式」轉讓後，被授權人需提供一份書面「合約」；或者，若該程式係採電子式授權，則被授權人亦須於被移轉人首次使用該程式前，採取必要行動以取得被移轉人以電子方式表示對「合約」之接受。

授權程式資料可用性

對於每份授權，IBM 容許被授權人使用「本程式」之任何部分，只要 1) IBM 以原始碼形式提供該程式，或 2) IBM 標明該程式之限制性(如：「IBM 之限制性著作物」)而僅限使用於下列範圍：

- a. 解決使用「本程式」之相關問題，以及
- b. 修改「本程式」以與其他產品共同運作

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 Mezinárodní licenční smlouva pro program (I125-3301-15).

Název Programu (Číslo Programu):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Na používání Programu Držitelem licence se vztahují následující standardní podmínky.

Upravitelný kód třetí strany

V případném rozsahu, v jakém IBM v souboru OZNÁMENÍ označí kód třetí strany jako „Upravitelný kód třetí strany“, IBM opravňuje Držitele licence, aby 1) upravil Upravitelný kód třetí strany a 2) zpětně analyzoval moduly Programu, které jsou přímo spojeny s Upravitelným kódem třetí strany, ovšem za předpokladu, že k tomu dochází pouze pro účely ladění změn Držitele licence takového kódu třetí strany. Případné povinnosti servisu a podpory IBM se vztahují pouze na nezměněný Program.

Samostatně licencovaný kód

Všechny komponenty uvedené v souboru NON_IBM_LICENSE jsou považovány za "Samostatně licencovaný kód" licencovaný Držiteli licence na základě podmínek platné licenční smlouvy (platných licenčních smluv) třetích osob, jak je uvedeno v souboru (souborech) NON_IBM_LICENSE připojeném (připojených) k Programu, nikoli ve Smlouvě. 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 použitelném souboru "NON_IBM_LICENSE" připojeném k aktualizaci Programu nebo sadě oprav k Programu.

Poznámka: Bez ohledu na odlišné podmínky licenční smlouvy třetích osob, této Smlouvy nebo jakékoliv jiné smlouvy, kterou má Držitel licence s IBM případně uzavřenou, související se Samostatně licencovaným kódem:

(a) IBM jej poskytuje Držiteli licence BEZ ZÁRUK JAKÉHOKOLIV DRUHU A ODMÍTÁ JAKÉKOLI A VŠECHNY VÝSLOVNĚ VYJÁDŘENÉ NEBO Z OKOLNOSTÍ VYPLÝVAJÍCÍ ZÁRUKY A PODMÍNKY, VČETNĚ - NIKOLI VŠAK POUZE - ZÁRUKY VLASTNICKÉHO PRÁVA, NEPORUŠENÍ PRÁV TŘETÍCH OSOB A Z OKOLNOSTÍ VYPLÝVAJÍCÍCH ZÁRUK A PODMÍNEK PRODEJNOSTI NEBO VHODNOSTI PRO URČITÝ ÚČEL;

(b) IBM nenes odpovědnost za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody ani za sankční náhrady škody nebo za následné škody včetně - nikoliv však pouze - ztráty dat, ztráty úspor a ušlého zisku.

Komponenty ve zdrojovém kódu a Vzorové materiály

Program obsahuje komponenty ve formě zdrojového kódu ("Komponenty ve zdrojovém kódu"), nebo jiné materiály označované jako Vzorové materiály, nebo obojí. Držitel licence smí kopírovat a upravovat Zdrojové komponenty a Vzorové materiály pouze pro interní účely, za předpokladu, že toto užívání splňuje limity licenčních práv podle této Smlouvy, avšak pod podmínkou, že Držitel licence nesmí pozměňovat ani odstraňovat žádné informace o autorských právech nebo právech k duševnímu vlastnictví, které jsou uvedeny ve Zdrojových komponentách či Vzorových materiálech. IBM poskytuje tyto Komponenty ve zdrojovém kódu a Vzorové materiály bez závazku podpory a "JAK JSOU", BEZ ZÁRUKY JAKÉHOKOLIV DRUHU, VYJÁDŘENÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ, VČETNĚ ZÁRUKY VLASTNICTVÍ, NEPORUŠENÍ PRÁV TŘETÍCH OSOB A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL.

Na používání Programu Držitelem licence se mohou vztahovat následující měrné jednotky.

Jednotka PVU (Processor Value Unit)

Jednotka PVU (Processor Value Unit) je měrnou jednotkou, na jejímž základě může být Program licencován. Počet vyžadovaných oprávnění k jednotkám PVU je založen na procesorové technologii (definované v licencování Processor Value Unit (PVU) pro webovou stránku Distribuovaný software na adrese https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) a na počtu procesorů zpřístupněných pro Program. IBM i nadále definuje procesor pro účely licencování na základě jednotek PVU jako každé procesorové jádro na čipu. Dvoujádrový procesorový čip má například dvě procesorová jádra.

Držitel licence může nasadit Program (je-li podporován) pomocí plně kapacitního licencování, licencování na základě dílčí kapacity (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) nebo licencování kontejneru (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Další informace viz propojené webové stránky.

Kromě oprávnění vyžadovaných přímo pro Program je Držitel licence povinen si opatřit oprávnění pro jednotky PVU k tomuto Programu v takovém počtu, který je dostačující k pokrytí procesorových jader pro systémy, na nichž se nacházejí prostředky spravované a zpracovávané Programem.

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 užívaných nebo spravovaných 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.

Měření 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.

Číslo dokumentu VUE (Value Unit Exhibit) 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

Kromě výše uvedeného se na použití Programu Držitelem licence vztahují následující podmínky.

Omezení užívání

Tento Program může být spouštěn na procesorech IFL pouze tehdy, je-li na těchto procesorech IFL užíván výhradně ke spouštění (1) pracovních zátěží Linux nebo OpenSolaris a (2) pokud to je zapotřebí, ke spouštění aplikací Programu na podporu těchto pracovních zátěží Linux nebo OpenSolaris.

Jestliže Držitel licence spouští Program v rámci logické oblasti (LPAR) specifikované jako "z/VM-mode", která je konfigurována jak s procesory IFL, tak i se standardními procesory (CP), a jestliže Držitel licence má v úmyslu spouštět software licencovaný na základě IBM Obchodních podmínek na virtuálním stroji v této logické oblasti, musí být tento virtuální stroj nakonfigurován tak, aby pracoval pouze na standardních procesorech (CP).

Držitel licence je oprávněn převést Program na jinou stranu, a to ve spojení s převodem stroje, na němž je Držitel licence oprávněn provozovat Program, ("Omezený převod") pod podmínkou, že každý Omezený převod vyžaduje od Držitele

licence, aby převedl svá práva a povinnosti stanovené Smlouvou na příjemce. Tím bude ukončeno oprávnění Držitele licence na další užívání Programu. Při převodu stroje a Programu musí Držitel licence buď předat tištěnou kopii Smlouvy nebo (v případě, kdy je Program licencován elektronickým způsobem) musí podniknout příslušné kroky k tomu, aby příjemce elektronicky akceptoval Smlouvu ještě před prvním použitím Programu.

Dostupnost materiálů k licencovaným programům

Na základě každé licence IBM opravňuje Držitele licence k užívání jakékoliv části Programu, kterou IBM 1) dodává ve formě zdrojového kódu nebo 2) označí jako vyhrazenou (například "Vyhrazené materiály IBM"), a to pouze pro:

- a. řešení problémů týkajících se užívání Programu
- b. modifikaci Programu takovým způsobem, aby pracoval 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, les Conditions Internationales d'Utilisation de Logiciels IBM (i125-3301-15) s'appliquent.

Nom du Logiciel (Référence du Logiciel) :

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Les dispositions suivantes s'appliquent à l'utilisation du Logiciel par le Détenteur de la Licence.

Code Tiers Modifiable

Si, dans le fichier NOTICES, IBM identifie un code tiers comme étant un « Code Tiers Modifiable », IBM autorise le Détenteur de la Licence à 1) modifier le Code Tiers Modifiable et 2) recourir à l'ingénierie inverse sur les modules du Logiciel qui interagissent directement avec le Code Tiers Modifiable, sous réserve que le Détenteur de la Licence ait recours à cette méthode à des fins de débogage des modifications qu'il a apportées à ce code tiers. Les obligations d'IBM en matière de service et de support, le cas échéant, s'appliquent uniquement au Logiciel non modifié.

Code sous Licence Distincte

Chacun des composants répertoriés dans le fichier NON_IBM_LICENSE doit être considéré comme du "Code sous Licence Distincte" concédé sous licence au Détenteur de la Licence dans le cadre des dispositions du/des contrat(s) de licence tiers applicable(s) indiqué(s) dans le(s) fichier(s) NON_IBM_LICENSE joint(s) au Logiciel et non de celles du présent Contrat. 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 le fichier NON_IBM_LICENSE applicable joint à la mise à jour ou au correctif du Logiciel.

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 en ce qui concerne le Code sous Licence Distincte :

(a) IBM le fournit au Détenteur de la Licence SANS GARANTIE D'AUCUNE SORTE ET NE FOURNIT AUCUNE GARANTIE OU CONDITION 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 DE QUALITÉ MARCHANDE OU D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ ;

(b) 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, et de façon non limitative, perte de données, de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage.

Composants Source, Échantillons et Exemples

Le Logiciel contient des composants sous forme de code source ("Composants Source") ou d'autres éléments appelés Échantillons et Exemples, voire les deux. Le Détenteur de la Licence est autorisé à copier et à modifier les Composants Source ainsi que les Échantillons et Exemples à des fins internes 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.

Les unités de mesure suivantes s'appliquent à l'utilisation du Logiciel par le Détenteur de la Licence.

Unité de Valeur par Coeur Processeur (PVU)

Le terme "Unité de Valeur par Coeur de Processeur (PVU)" désigne une unité de mesure selon laquelle le Logiciel est concédé sous licence. Le nombre d'Autorisations d'Utilisation pour les Unités de Valeur par Coeur de Processeur requises dépend de la technologie de processeur (déterminée selon le site Web Processor Value Unit (PVU) licensing for Distributed Software à l'adresse https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) ainsi que du nombre de Coeurs de Processeur auxquels le Logiciel peut accéder. Selon IBM, et dans le cadre de la concession de licence selon le nombre de PVU, un processeur désigne chaque Coeur de Processeur résidant sur une puce. Par exemple, une puce processeur à deux Coeurs comporte deux Coeurs de Processeur.

Le Détenteur de la Licence peut déployer le Logiciel (le cas échéant) à l'aide d'une licence sans restriction d'utilisation, d'une licence par Tarification à l'Utilisation de la Capacité de Partition (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ou d'une licence par conteneur (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Pour plus d'informations, voir les sites Web associés.

En plus des Autorisations d'Utilisation requises pour le Logiciel directement, le Détenteur de la Licence doit obtenir les Autorisations d'Utilisation du Logiciel couvrant les Coeurs Processeur pour les systèmes sur lesquels résident les ressources gérées ou traitées par le Logiciel.

Unité de Valeur

Le terme "Unité de Valeur" (« Value Unit » ou « VU ») désigne une unité de mesure selon laquelle le Logiciel est concédé sous licence. Les Autorisations d'Utilisation du Logiciel de type 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 obtenir 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 l'Annexe relative aux Unités de Valeur (« Value Unit Exhibit » ou « VUE ») jointe ci-dessous. Les Autorisations d'Utilisation de type Unité de Valeur sont spécifiques au Logiciel et ne peuvent en aucun cas être échangées, remplacées ou regroupées avec les Autorisations d'Utilisation de type Unité de Valeur d'un autre Logiciel.

La mesure désignée dans le cadre du 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 couvrir 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 couvrir 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

En plus des dispositions ci-dessus, les dispositions suivantes s'appliquent à l'utilisation du Logiciel par le Détenteur de la Licence.

Restrictions d'utilisation

Ce Logiciel peut être exécuté sur les Coeurs Processeur IFL seulement s'il est utilisé sur les Coeurs Processeur IFL exclusivement afin d'exécuter (1) des charges de travail Linux ou OpenSolaris et, (2) si nécessaire, des applications pour prendre en charge lesdites charges de travail Linux ou OpenSolaris.

Si le Détenteur de la licence exécute le Logiciel dans une partition logique indiquée comme "z/VM-mode" configurée pour des Cœurs Processeurs IFL et des Cœurs Processeurs standard, et qu'il envisage d'exécuter des Logiciels dont la licence est régie par le Livret contractuel IBM (ou « ICA ») dans une machine virtuelle sur cette partition logique, ladite machine virtuelle doit être configurée pour s'exécuter uniquement sur des Cœurs Processeur standard.

Le Détenteur de la Licence est uniquement autorisé à transférer le Logiciel à un tiers dans le cadre du transfert de la machine sur laquelle il est autorisé à utiliser ce Logiciel ("Transfert Limité"), sous réserve que ledit Transfert Limité du Logiciel oblige le Détenteur de la Licence à transférer ses droits et obligations au titre du Contrat au destinataire du transfert et entraîne ainsi la résiliation de l'Autorisation d'Utilisation du Logiciel du Détenteur de la Licence. Lorsque la machine et le Logiciel sont transférés, le Détenteur de la Licence doit, soit fournir une copie imprimée du Contrat, soit, si une licence électronique est utilisée pour le Logiciel, prendre les mesures appropriées nécessitant l'acceptation électronique du Contrat par le destinataire du transfert, avant sa première utilisation du Logiciel.

Disponibilité des éléments du Logiciel sous licence

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

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

LIZENZINFORMATION

Für die Lizenzierung der nachstehend aufgelisteten Programme gelten zusätzlich zu den bereits zwischen dem Kunden und IBM vereinbarten Programmlizenzbedingungen die Bedingungen der folgenden Lizenzinformation. Falls der Kunde den für das Programm geltenden Lizenzbedingungen nicht bereits zugestimmt hat, kommen folgende Bedingungen zur Anwendung Internationale Nutzungsbedingungen für Programmpakete (i125-3301-15).

Programmname (Programmnummer):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

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Die folgenden Standardbedingungen gelten für die Programmnutzung durch den Lizenznehmer.

Modifizierbarer Code einer Drittpartei

Soweit IBM in der NOTICES-Datei den Code einer Drittpartei als "Modifizierbaren Code einer Drittpartei" bezeichnet, ist der Lizenznehmer berechtigt, 1) den Modifizierbaren Code einer Drittpartei zu modifizieren und 2) die Programmmodule, die direkt mit dem Modifizierbaren Code einer Drittpartei verbunden sind, zurückzuentwickeln, vorausgesetzt, dies geschieht ausschließlich, um die Modifikationen des Lizenznehmers an einem solchen Code einer Drittpartei zu debuggen. Die Service- und Unterstützungsverpflichtungen von IBM gelten, sofern vorhanden, nur für das unmodifizierte Programm.

Separat lizenzierter Code

Jede in der NON_IBM_LICENSE-Datei aufgeführte Komponente gilt als "Separat lizenzierter Code", der gemäß den Bedingungen der maßgeblichen Drittanbieter-Lizenzvereinbarung und nicht gemäß dieser Vereinbarung für den Lizenznehmer lizenziert wird. Die Drittanbieter-Lizenzvereinbarungen sind in den NON_IBM_LICENSE-Dateien enthalten, die dem Programm beige packt sind. Zukünftige Programmupdates oder Fixes können weiteren separat lizenzierten Code enthalten, der zusammen mit den zugehörigen Lizenzen in der jeweiligen NON_IBM_LICENSE-Datei aufgeführt ist, die dem Programmupdate oder Fix beige packt ist.

Hinweis: Ungeachtet der Bedingungen in der Drittanbieter-Lizenzvereinbarung, 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 und übernimmt weder ausdrücklich noch stillschweigend eine Gewährleistung für den separat lizenzierten Code; dies gilt insbesondere in Bezug auf Rechtsmängel, die Freiheit von Rechten Dritter, das Recht auf Nichtbeeinträchtigung, die Handelsüblichkeit und die Verwendungsfähigkeit für einen bestimmten Zweck.
- (b) IBM haftet nicht für unmittelbare und mittelbare Schäden oder Folgeschäden, wie beispielsweise Datenverlust, entgangene Einsparungen und entgangenen Gewinn hinsichtlich des separat lizenzierten Codes.

Quellenkomponenten und Beispielmaterien

Das Programm enthält Komponenten in Form von Quellcode ("Quellenkomponenten") oder sonstige Materialien, die als Beispielmaterien gekennzeichnet sind, oder beides. Der Lizenznehmer darf Quellenkomponenten und Beispielmaterien nur zur internen Verwendung im Rahmen der Lizenzrechte dieser Vereinbarung kopieren und bearbeiten, sofern keine in den Quellenkomponenten oder Beispielmaterien enthaltenen Copyrightvermerke oder Eigentumshinweise geändert oder gelöscht werden. IBM stellt die Quellenkomponenten und Beispielmaterien ohne Verpflichtung zur Unterstützung, im gegenwärtigen Zustand (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne Gewährleistung in Bezug auf Rechtsmängel, die Freiheit von Rechten Dritter, das Recht auf Nichtbeeinträchtigung, die Handelsüblichkeit und die Verwendungsfähigkeit für einen bestimmten Zweck.

Die folgenden Maßeinheiten können für die Programmnutzung durch den Lizenznehmer gelten.

Prozessor-Value-Unit (PVU)

"Prozessor-Value-Unit" (PVU) ist eine Maßeinheit für die Lizenzierung des Programms. Die Anzahl der erforderlichen PVU-Berechtigungen basiert auf der Prozessortechnologie (siehe die Website PVU-Lizenzierung für Distributed Software unter https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) und der Anzahl der Prozessoren, die dem Programm zur Verfügung stehen. Nach der weiterhin gültigen Definition von IBM ist für die Zwecke der PVU-basierten Lizenzierung jeder Prozessorkern auf einem Chip ein Prozessor. Ein Doppelkernprozessorchip hat z. B. zwei Prozessorkerne.

Der Lizenznehmer kann das Programm (sofern unterstützt) mit Full-Capacity-Lizenzierung, Sub-Capacity-Lizenzierung (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) oder Container-Lizenzierung (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) einsetzen. Auf den verlinkten Websites sind weitere Informationen zu finden.

Zusätzlich zu den direkt für das Programm erforderlichen Berechtigungen muss der Lizenznehmer PVU-Berechtigungen für das Programm erwerben, die die Prozessorkerne für die Systeme, auf denen sich die von dem Programm verwalteten oder verarbeiteten Ressourcen befinden, hinreichend abdecken.

Value-Unit

"Value-Unit" (VU) ist eine Maßeinheit für die Lizenzierung des Programms. Value-Unit-Berechtigungen basieren auf der Anzahl Einheiten einer bestimmten angegebenen Messgröße, die vom Programm genutzt oder verwaltet wird. Der Lizenznehmer muss ausreichende Berechtigungen für die Anzahl der Value-Units erwerben, die für die Umgebung des Lizenznehmers entsprechend der nachfolgenden VU-Tabelle (Value Unit Exhibit = VUE) für die bestimmte Messgröße erforderlich sind. Value-Unit-Berechtigungen sind spezifisch für das Programm und können nicht mit den Value-Unit-Berechtigungen eines anderen Programms ausgetauscht, vertauscht oder 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

Zusätzlich zu den obigen Bestimmungen gelten die folgenden Bedingungen für die Programmnutzung durch den Lizenznehmer.

Nutzungsbeschränkungen

Die Nutzung dieses Programms auf IFL-Prozessoren ist nur gestattet, wenn das Programm auf den IFL-Prozessoren ausschließlich zur Ausführung (1) von Linux- oder OpenSolaris-Workloads und (2), sofern erforderlich, von Programmanwendungen zur Unterstützung der Linux- oder OpenSolaris-Workloads eingesetzt wird.

Wird das Programm in einer LPAR im "z/VM-Modus" ausgeführt, für die sowohl IFL-Prozessoren als auch Standardprozessoren (CPs) konfiguriert sind, und beabsichtigt der Lizenznehmer, Software, die unter den Allgemeinen Geschäftsbedingungen der IBM für Lizenzprogramme (AGB Lizenz) lizenziert ist, in einer virtuellen Maschine in der

betreffenden LPAR auszuführen, darf diese virtuelle Maschine nur für die Ausführung auf Standardprozessoren (CPs) konfiguriert werden.

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

Verfügbarkeit des Lizenzprogrammmaterials

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

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

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

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 Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος (i125-3301-15).

Όνομα Προγράμματος (Αριθμός Προγράμματος):

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Οι ακόλουθοι βασικοί όροι διέπουν τη χρήση του Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης.

Τροποποιήσιμος Κώδικας Τρίτων

Εφόσον στα αρχεία ΕΙΔΟΠΟΙΗΣΕΩΝ κάποιος κώδικας τρίτων προμηθευτών προσδιορίζεται από την IBM ως "Τροποποιήσιμος Κώδικας Τρίτων" ("Modifiable Third Party Code"), η IBM εξουσιοδοτεί τον Δικαιούχο Άδειας Χρήσης 1) να τροποποιήσει τον Τροποποιήσιμο Κώδικα Τρίτων και 2) να προβεί στην αποσυμπίληση (reverse engineering) των ενότητων του Προγράμματος που συνδέονται άμεσα με τον Τροποποιήσιμο Κώδικα Τρίτων, υπό την προϋπόθεση ότι η εν λόγω αποσυμπίληση πραγματοποιείται μόνο για τον σκοπό της αποσφαλμάτωσης (debugging) των τροποποιήσεων που πραγματοποίησε ο Δικαιούχος Άδειας Χρήσης στον εν λόγω κώδικα τρίτων. Οποιοσδήποτε υποχρεώσεις παροχής υπηρεσιών και υποστήριξης της IBM ισχύουν μόνο για τη μη τροποποιημένη εκδοχή του Προγράμματος.

Κώδικας με Χωριστή Άδεια Χρήσης

Κάθε ένα από τα λειτουργικά τμήματα που αναφέρονται στο αρχείο NON_IBM_LICENSE θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης" και χορηγείται άδεια χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων των ισχυουσών συμβάσεων άδειας χρήσης τρίτων όπως καθορίζονται στα αρχεία NON_IBM_LICENSE που συνοδεύουν το Πρόγραμμα, και όχι βάσει της Σύμβασης. 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 στο αντίστοιχο αρχείο NON_IBM_LICENSE που θα συνοδεύει την αναβάθμιση ή διόρθωση του Προγράμματος.

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, λαμβάνοντας υπόψη τον Κώδικα με Χωριστή Άδεια Χρήσης:

(α) Η IBM τον παρέχει στον Δικαιούχο Άδειας Χρήσης ΧΩΡΙΣ ΕΓΓΥΗΣΕΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΚΑΙ ΑΠΟΠΟΙΕΙΤΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΡΗΤΩΝ ΚΑΙ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΜΗ ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟ ΣΚΟΠΟ,

(β) Η IBM δεν φέρει ευθύνη για οποιοσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή αποθετικές ζημιές ή περιπτώσεις παραδειγματικής ή σωφρονιστικής αποζημίωσης, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών.

Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων

Το Πρόγραμμα περιλαμβάνει λειτουργικά τμήματα σε μορφή πηγαίου κώδικα ("Λειτουργικά Τμήματα Πηγαίου Κώδικα") ή άλλα υλικά που προσδιορίζονται ως Υλικά Δειγμάτων ή και τα δύο. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να αντιγράψει και να τροποποιεί Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων μόνο για εσωτερική χρήση, 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.

Οι ακόλουθες μονάδες μέτρησης μπορεί να διέπουν τη χρήση του Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης.

Μονάδα Αξίας Επεξεργαστή (Μονάδα PVU)

Μονάδα Αξίας Επεξεργαστή (Processor Value Unit - "Μονάδα PVU") είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Ο αριθμός των απαιτούμενων δικαιωμάτων επί μονάδων PVU βασίζεται στη χρησιμοποιούμενη τεχνολογία επεξεργαστών (η οποία ορίζεται στον δικτυακό τόπο αδειών χρήσης PVU για Κατανεμημένο Λογισμικό, στη διεύθυνση https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) και στον αριθμό των επεξεργαστών που καθίστανται διαθέσιμοι στο Πρόγραμμα. Για τους σκοπούς της χορήγησης αδειών χρήσης βάσει μονάδων PVU, η IBM εξακολουθεί να ορίζει τον όρο "επεξεργαστής" ως τον κάθε πυρήνα επεξεργαστή (processor core) σε ένα ολοκληρωμένο κύκλωμα (chip). Για παράδειγμα, ένα ολοκληρωμένο κύκλωμα επεξεργαστή διπλού πυρήνα (dual-core) διαθέτει δύο πυρήνες επεξεργαστή.

Ο Δικαιούχος Άδειας Χρήσης μπορεί να υλοποιήσει το Πρόγραμμα (αν υποστηρίζεται) χρησιμοποιώντας άδεια χρήσης πλήρους δυναμικότητας, άδεια χρήσης Μειωμένης Δυναμικότητας (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ή άδεια χρήσης θέσης υποδοχής (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Ανατρέξτε στους συνδεδεμένους δικτυακούς τόπους για περισσότερες πληροφορίες.

Επιπλέον των δικαιωμάτων χρήσης που απαιτούνται απευθείας για το Πρόγραμμα, ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει επαρκή δικαιώματα επί μονάδων PVU για αυτό το Πρόγραμμα ώστε να καλύπτει τους πυρήνες επεξεργαστών (processor cores) των συστημάτων στα οποία βρίσκονται οι πόροι τους οποίους διαχειρίζεται ή επεξεργάζεται το Πρόγραμμα.

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

Επιπλέον των ανωτέρω, οι ακόλουθοι όροι διέπουν τη χρήση του Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης.

Περιορισμοί Χρήσης

Αυτό το Πρόγραμμα μπορεί να εκτελείται σε επεξεργαστές IFL μόνο σε περίπτωση που το Πρόγραμμα, στους επεξεργαστές IFL, χρησιμοποιείται αποκλειστικά για την εκτέλεση (1) φορτίων εργασίας Linux ή OpenSolaris και, (2) εάν απαιτείται, εφαρμογών του Προγράμματος για την υποστήριξη των εν λόγω φορτίων εργασίας Linux ή OpenSolaris.

Εάν ο Δικαιούχος Άδειας Χρήσης εκτελεί το Πρόγραμμα σε ένα λογικό τμήμα (LPAR) που έχει οριστεί ως LPAR τύπου "z/VM-mode" και έχει διαμορφωθεί τόσο για τη χρήση επεξεργαστών IFL όσο και για τη χρήση τυπικών επεξεργαστών (CP) και ο Δικαιούχος Άδειας Χρήσης σκοπεύει να εκτελεί λογισμικό για το οποίο έχει χορηγηθεί άδεια χρήσης βάσει της Σύμβασης Πελατών IBM (IBM Customer Agreement - ICA) σε μια εικονική μηχανή (virtual machine) στο εν λόγω LPAR, τότε η εν λόγω εικονική μηχανή πρέπει να παραμετροποιηθεί έτσι ώστε να εκτελείται μόνο σε τυπικούς επεξεργαστές (CP).

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

Διαθεσιμότητα Υλικών Κατοχυρωμένων Προγραμμάτων

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

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

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

INFORMASI LISENSI

Program-program yang tercantum di bawah ini 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, Perjanjian Lisensi Program Internasional (i125-3301-15) akan berlaku.

Nama Program (Nomor Program):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Syarat-syarat standar berikut ini berlaku untuk penggunaan Program oleh Pemegang Lisensi.

Kode Pihak Ketiga yang Dapat Dimodifikasi

Apabila dalam file PEMBERITAHUAN, jika ada, IBM mengidentifikasi kode pihak ketiga sebagai "Kode Pihak Ketiga yang Dapat Dimodifikasi", IBM memberikan wewenang kepada Penerima Lisensi untuk 1) memodifikasi Kode Pihak Ketiga yang Dapat Dimodifikasi dan 2) merekayasa balik modul Program yang berinteraksi secara langsung dengan Kode Pihak Ketiga yang Dapat Dimodifikasi dengan ketentuan bahwa hal ini hanya untuk tujuan debugging modifikasi Penerima Lisensi untuk kode pihak ketiga tersebut. Kewajiban dukungan dan layanan IBM, jika ada, hanya berlaku untuk Program yang belum dimodifikasi.

Kode Berlisensi Terpisah

Masing-masing komponen yang tercantum dalam file NON_IBM_LICENSE dianggap sebagai "Kode Berlisensi Terpisah" yang dilisensikan kepada Pemegang Lisensi berdasarkan syarat-syarat perjanjian(-perjanjian) lisensi pihak ketiga yang berlaku, yang tercantum dalam file(-file) NON_IBM_LICENSE yang menyertai Program, dan bukan Perjanjian ini. Pembaruan atau perbaikan Program di masa mendatang dapat berisi Kode Berlisensi Terpisah tambahan. Kode Berlisensi Terpisah tambahan tersebut dan lisensi terkait tercantum dalam file NON_IBM_LICENSE yang berlaku, yang menyertai pembaruan atau perbaikan Program.

Catatan: Terlepas dari syarat-syarat apa pun dalam perjanjian lisensi pihak ketiga, Perjanjian, atau perjanjian apa pun lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM, sehubungan dengan Kode Berlisensi Terpisah:

- (a) IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA JAMINAN DALAM BENTUK APA PUN DAN MENOLAK SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT, TERMASUK, NAMUN TIDAK TERBATAS PADA, JAMINAN HAK MILIK, TIDAK ADANYA PELANGGARAN ATAU TIDAK ADANYA GANGGUAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU;
- (b) IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tak langsung, insidental, khusus, eksemplari, hukuman atau konsekuensial termasuk, tetapi tidak terbatas pada, kehilangan data, simpanan, dan laba.

Komponen Sumber dan Material Contoh

Program mencakup komponen-komponen dalam bentuk kode sumber ("Komponen Sumber"), atau material lain yang dikenal sebagai Material Contoh atau keduanya. Pemegang Lisensi dapat menyalin dan memodifikasi Komponen Sumber dan Material Contoh untuk penggunaan internal saja dalam batas hak lisensi berdasarkan Perjanjian ini; namun, dengan ketentuan bahwa Pemegang Lisensi tidak boleh mengubah atau menghapus informasi hak cipta atau pemberitahuan apa pun yang terdapat dalam Komponen Sumber atau Material Contoh. IBM memberikan Komponen-komponen Sumber dan Material Contoh tanpa adanya kewajiban dukungan dan "SEBAGAIMANA 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 ukuran berikut ini dapat berlaku untuk penggunaan Program oleh Pemegang Lisensi.

Unit Nilai Prosesor (PVU)

Unit Nilai Prosesor (PVU) adalah unit ukuran yang melaluinya Program dapat diberi lisensi. Jumlah kepemilikan PVU yang diperlukan didasarkan pada teknologi prosesor (ditentukan dalam Unit Nilai Prosesor (PVU) yang dilisensikan untuk situs web Perangkat Lunak yang Didistribusikan di https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) dan jumlah prosesor yang disediakan untuk Program. IBM tetap menentukan prosesor, untuk tujuan pemberian lisensi berbasis PVU, sebagai masing-masing inti prosesor pada sebuah chip. Sebagai contoh, chip prosesor dua inti (dual-core) memiliki dua inti prosesor.

Pemegang Lisensi dapat menyebarkan Program (jika didukung) menggunakan pemberian lisensi kapasitas penuh, pemberian lisensi subkapasitas (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), atau pemberian lisensi kontainer (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Lihat situs web yang ditautkan untuk informasi lebih lanjut.

Selain kepemilikan yang diperlukan untuk Program secara langsung, Pemegang Lisensi harus memperoleh kepemilikan PVU untuk Program ini yang memadai untuk mencakup inti prosesor untuk sistem di mana sumber dikelola atau diproses oleh Program yang ada.

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 Lampiran Unit Nilai (Value Unit Exhibit - VUE) yang dinyatakan di bawah ini. Kepemilikan-kepemilikan Unit Nilai dikhususkan untuk Program dan tidak dapat dipertukarkan, digantikan satu sama lain atau disatukan dengan kepemilikan-kepemilikan Unit Nilai 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

Selain hal-hal di atas, syarat-syarat berikut ini berlaku untuk penggunaan Program oleh Pemegang Lisensi.

Pembatasan Penggunaan

program ini dapat dijalankan pada prosesor-prosesor IFL hanya apabila, pada prosesor-prosesor IFL, Program sedang digunakan secara eksklusif untuk menjalankan (1) beban-beban kerja Linux atau OpenSolaris dan, (2) apabila diwajibkan, aplikasi-aplikasi Program mendukung beban-beban kerja Linux atau OpenSolaris tersebut.

Apabila Pemegang Lisensi sedang menjalankan Program di dalam sebuah platform komputerisasi virtual (Logical Partition - LPAR) yang ditetapkan sebagai "mode z/VM" yang diatur baik dengan prosesor-prosesor IFL maupun dengan prosesor-prosesor standar (CP) dan Pemegang Lisensi ingin menjalankan perangkat lunak yang dilisensikan berdasarkan

Perjanjian Pelanggan IBM (IBM Customer Agreement - ICA) dalam sebuah mesin virtual dalam LPAR tersebut, mesin virtual tersebut harus diatur untuk dijalankan hanya pada prosesor-prosesor standar (CP).

Pemegang Lisensi hanya dapat mentransfer Program kepada pihak lainnya, yang berkaitan dengan transfer mesin Pemegang Lisensi di mana Pemegang Lisensi berhak menjalankan Program (disebut sebagai "Transfer Terbatas"), dengan ketentuan bahwa Transfer Terbatas dari Program tersebut mewajibkan Pemegang Lisensi untuk mentransfer hak-hak dan kewajiban-kewajiban Pemegang Lisensi berdasarkan Perjanjian kepada pihak penerima transfer dan oleh karena itu, mengakhiri hak Pemegang Lisensi untuk tetap menggunakan Program. Pada saat mesin dan Program ditransfer, Pemegang Lisensi harus memberikan salinan cetak Perjanjian atau, apabila pemberian lisensi elektronik digunakan untuk Program, mengambil tindakan-tindakan yang diperlukan yang akan mewajibkan penerimaan Perjanjian dengan cara elektronik oleh pihak penerima transfer sebelum penggunaan Program pertama kali oleh pihak penerima transfer.

Ketersediaan Material Program yang Dilisensikan

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

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

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi 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 l'Accordo Internazionale di Licenza di Programmi (i125-3301-15).

Nome Programma (Numero Programma):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Le seguenti clausole standard si applicano all'utilizzo del Programma da parte del licenziatario.

Codice di Terze Parti Modificabile

Se e nei limiti in cui, nei file NOTICES, IBM dovesse identificare codice di terze parti come "Codice di Terze Parti Modificabile", IBM autorizza il Licenziatario a 1) modificare il Codice di Terze Parti Modificabile e 2) eseguire il reverse engineer dei moduli del Programma che si interfacciano direttamente con il Codice di Terze Parti Modificabile a condizione che sia solo allo scopo di eseguire il debug delle modifiche del Licenziatario per tale codice di terze parti. Gli obblighi di servizio e supporto di IBM, se esistenti, si applicano solo al Programma non modificato.

Codice concesso in licenza separatamente

Ognuna delle componenti elencate nel file NON_IBM_LICENSE viene considerata "Codice concesso in licenza separatamente", concessa in licenza al licenziatario nel rispetto dei termini dell'//degli accordo/i di licenza di terze parti applicabile/i esposto/i nel/i file NON_IBM_LICENSE accluso/i al Programma e non del presente Accordo. 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 nel file NON_IBM_LICENSE applicabile, che accompagna l'aggiornamento o fix al Programma.

Nota: Fatti salvi eventuali termini presenti nell'accordo di licenza di terza parte, l'Accordo, o in qualsiasi altro accordo il licenziatario possa avere in corso con IBM, per quanto riguarda il Codice concesso in licenza separatamente:

(a) IBM lo fornisce al licenziatario SENZA GARANZIA DI ALCUN TIPO E NEGA IN TOTO QUALSIASI GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, SOLO A TITOLO ESEMPLIFICATIVO, LA GARANZIA DI TITOLO, DI NON VIOLAZIONE O NON INTERFERENZA E LE GARANZIE E CONDIZIONI IMPLICITE DI COMMERCIALIZZABILITÀ E IDONEITÀ PER UNO SCOPO PARTICOLARE;

(b) IBM non deve ritenersi responsabile di eventuali danni diretti, indiretti, incidentali, speciali, esemplari, punitivi o consequenziali, che includono, solo a titolo esemplificativo, perdita di dati, perdita di risparmi o mancati profitti:

Componenti sorgente e Materiali di esempio

Il Programma include componenti in formato codice sorgente ("Componenti sorgente"), altri materiali identificati come Materiali di esempio e/o entrambi. Il licenziatario è autorizzato a copiare e modificare Componenti sorgente e Materiali di esempio per uso interno e solo nei limiti dei diritti di licenza, specificati nel presente Accordo; fatto salvo, tuttavia, che il licenziatario non è autorizzato ad alterare o eliminare eventuali informazioni sul copyright o notifiche contenute nelle Componenti sorgente o 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 TITOLARITÀ, FUNZIONAMENTO ININTERROTTO O INTERFERENZA E LE GARANZIE E LE CONDIZIONI IMPLICITE DI COMMERCIALIZZABILITÀ E IDONEITÀ PER UNO SCOPO PARTICOLARE.

Le seguenti unità di misura possono essere applicabili all'utilizzo del Programma da parte del licenziatario.

Processor Value Unit (PVU)

Processor Value Unit (PVU) è l'unità di misura per cui il Programma può essere concesso in licenza. Il numero di titolarità PVU richiesto si basa sulla tecnologia del processore (definita all'interno della licenza PVU (Processor Value Unit) per il sito web del software distribuito all'indirizzo https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) e sul numero di processori resi disponibili al Programma. IBM continua a definire un processore come ciascun core del processore su un chip, ai fini della licenza basata su PVU. Ad esempio un dual-core del processore su chip ha due processor core.

Il licenziatario può sviluppare il Programma (se supportato) utilizzando la licenza full capacity, la licenza per sub-capacity (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), o la licenza container (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Per ulteriori informazioni, esaminare i link delle pagine web.

Oltre alle titolarità richieste per il Programma direttamente, il licenziatario deve ottenere titolarità PVU per questo Programma sufficienti a coprire i processor core per i sistemi su cui risiedono le risorse gestite o elaborate dal Programma.

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

Inoltre, le seguenti clausole si applicano all'utilizzo del Programma da parte del licenziatario.

Limitazioni di Utilizzo

Questo Programma può funzionare su processori IFL solo se, sui processori IFL, il Programma è stato utilizzato esclusivamente per (1) carichi di lavoro Linux o OpenSolaris e (2) se necessario, applicazioni del Programma in supporto di quei carichi di lavoro Linux o OpenSolaris.

Se il licenziatario utilizza il Programma in un LPAR specificato come "modalità z/VM" configurato con processori IFL e standard (CP) e il licenziatario intende eseguire software concesso in licenza in base ad IBM Customer Agreement (ICA) in una macchina virtuale in quel LPAR, quella macchina virtuale deve essere configurata per funzionare solo su processori standard (CP).

Il licenziatario può trasferire il Programma solo a terze parti, in associazione con il trasferimento della macchina su cui è autorizzato a utilizzare il Programma (cui si fa riferimento come "Trasferimento Limitato"), purché venga

preventivamente richiesto il trasferimento dei diritti e degli obblighi del licenziatario al cessionario in base all'Accordo e quindi il licenziatario risolva l'autorizzazione all'utilizzo del Programma. Quando la macchina e il Programma vengono trasferiti, il licenziatario deve fornire una copia cartacea dell'Accordo o, se viene utilizzata una licenza elettronica per il Programma, far sì che il cessionario proceda all'accettazione elettronica dell'Accordo prima di poter utilizzare il Programma per la prima volta.

Disponibilità dei materiali del Programma concesso in licenza

In base ad ogni licenza acquisita, IBM autorizza il licenziatario ad utilizzare qualsiasi parte del Programma che IBM 1) fornisce in formato sorgente, o 2) identifica come limitato (ad esempio, "Materiali limitati di IBM") solo per:

- a. risolvere problemi relativi all'uso del Programma, e
- b. 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、プログラムのご使用条件 (1125-3301-15) が適用されます。

プログラム名 (プログラム番号):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

以下の標準条件が、ライセンシーによる「プログラム」の使用に適用されます。

修正可能第三者コード

「特記事項」のファイルの中で IBM が第三者コードを「修正可能第三者コード」と特定する場合、IBM は、ライセンシーに対して、1) 「修正可能第三者コード」を修正すること、および 2) 当該第三者コードに対するライセンシーによる修正をデバッグすることを目的とする場合に限り「修正可能第三者コード」と直接インターフェースをとる「プログラム」のモジュールにリバース・エンジニアリングを行うことを許可します。IBM にサービスおよびサポートの義務がある場合は、修正されていない「プログラム」に対してのみ適用されます。

別途使用許諾されるコード

NON_IBM_LICENSE ファイルに記載されているコンポーネントは「別途使用許諾されるコード」とみなされ、本使用条件ではなく、「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に基づきライセンシーに使用許諾されます。「プログラム」に対して将来提供される更新版もしくは修正版には、追加の「別途使用許諾されるコード」が含まれている場合があります。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許諾は、「プログラム」の更新版または修正版に付属する該当する NON_IBM_LICENSE ファイルに記載されます。

注: 「別途使用許諾されるコード」に関しては、第三者の使用許諾契約、本契約またはライセンシーが IBM と締結された他の契約にもかかわらず、以下の規定が適用されます。

(a) IBM はライセンシーにこれをいかなる保証も適用せず提供し、法律上の瑕疵担保責任、権原の保証、第三者権利不侵害の保証、ならびに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。

(b) IBM は、データ損失、節約すべかりし費用または逸失収益を含むが、これに限らず、いかなる直接損害、間接損害、付随的損害、特別損害、懲罰的損害または結果的損害について責任を負わないものとします。

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・コード形式のコンポーネント (以下「ソース・コンポーネント」といいます。) または「サンプル資料」として特定されるその他の資料、またはその両方が含まれます。ライセンシーは、本契約に基づく使用許諾の制限範囲内で「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に関する情報または特記事項を変更または削除することはできないものとします。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特定物として現状有姿で提供し、法律上の瑕疵担保責任、権原の保証、第三者権利不侵害の保証、ならびに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。

以下の算定単位が、ライセンシーによる「プログラム」の使用に適用されることがあります。

プロセッサ・バリュー・ユニット (PVU)

プロセッサ・バリュー・ユニット (以下、「PVU」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。必要な PVU 使用許諾の数は、プロセッサ・テクノロジー (分散ソフトウェアのプロセッサ・バリュー・ユニット (PVU) 使用許諾の Web サイト-https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html で定義されています。) および「プログラム」で使用可能なプロセッサの数に基づいて決まります。IBM は、PVU 単位での使用許諾に関して、チップ上のプロセッサ・コアをプロセッサと定義しています。例えば、デュアル・コア・プロセッサ・チップは 2 つのプロセッサ・コアとなります。

ライセンシーは、(サポートされている場合) フルキャパシティー・ライセンス、サブキャパシティー・ライセンス (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>)、またはコンテナ・ライセンス (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) を使用して、「プログラム」を展開することができます。詳細については、リンクされた Web サイトを参照してください。

ライセンシーは、「プログラム」に直接必要な使用許諾に加え、「プログラム」が管理または処理するリソースが常駐するシステムのプロセッサ・コアに対応する十分な「プログラム」の PVU 使用許諾を取得するものとします。

バリュー・ユニット

バリュー・ユニット (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。VU 使用許諾は、「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 VU 数に応じた、適正数の使用許諾を取得するものとします。VU 使用許諾は、「プログラム」に固有のものであり、別のプログラムの VU 使用許諾と交換、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

さらに、以下の使用条件がライセンシーの「プログラム」の使用に適用されます。

使用上の制限

本「プログラム」は、専ら (1) Linux または OpenSolaris ワークロード、および (2) 必要な場合 Linux または OpenSolaris ワークロードをサポートする「プログラム」のアプリケーションを稼働する目的にのみ使用している場合に限り、IFL プロセッサ上で稼働することができます。

ライセンシーが、IFL プロセッサおよび標準プロセッサ (CP) の両方で構成される「z/VM-mode」として特定される LPAR で「プログラム」を稼働しており、ライセンシーがかかる LPAR にある仮想マシンで IBM Customer Agreement (ICA) に基づいて使用許諾されるソフトウェアを稼働する意図がある場合、かかる仮想マシンは、標準プロセッサ (CP) 上でのみ実行する目的で構成する必要があります。

「プログラム」を稼働する権利が付与された機械とともに移転する場合に限り、ライセンシーは第三者に「プログラム」を移転できます。(以下「限定移転」といいます。)かかる「プログラム」の「限定移転」をする場合は、使用条件に基づくライセンシーの権利および義務を譲受人に移転する必要があります。その結果、ライセンシーの「プログラム」の継続使用の許諾は終了します。機械とともに「プログラム」を移転する場合、ライセンシーは印刷された使用許諾契約書を

譲受人に提供するか、もしくは「プログラム」に電子使用権が使用される場合には、譲受人による「プログラム」の最初のご使用に先立って譲受人による必要な使用条件の電子承認の措置を行ってください。

ライセンス・プログラム資料の有用性

各使用許諾に基づき、IBMは、ライセンシーに対して、1) ソース形式で提供する、または2) 用途制限付きで(例えば、「Restricted Materials of IBM」などの注付きで)提供する「プログラム」の一部を、下記目的に限定して、使用許諾します。

- a 「プログラム」の使用に関連する問題の解決のため。
- b 他の製品と共に稼働させるための「プログラム」変更のため。

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 국제 프로그램 라이선스 계약(i125-3301-15)이(가) 적용됩니다.

프로그램 이름 (프로그램 번호:

IBM z/VM Version 7 Release 4(5741-A09)
IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)
IBM Performance Toolkit for VM, Function Level 740(5741-A09)
IBM RACF Security Server for z/VM, Function Level 740(5741-A09)
IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

라이선스 사용자가 본 프로그램을 사용하는 경우 다음 표준 조항이 적용됩니다.

수정 가능한 제3자 코드

주의사항 파일에서 제3자 코드를 "수정 가능한 제3자 코드"("Modifiable Third Party Code")로 명시하는 경우, IBM은 그러한 제3자 코드에 대한 라이선스 사용자의 수정사항을 디버그하기 위한 경우에 한하여 라이선스 사용자가 1) 수정 가능한 제3자 코드를 수정하고 2) 수정 가능한 제3자 코드와 직접 연관된 본 프로그램 모듈을 리버스 엔지니어하도록 허용합니다. IBM의 서비스 및 지원 의무(해당하는 경우)는 수정되지 않은 클라우드 프로그램에만 적용됩니다.

별도로 라이선스가 부여된 코드

NON_IBM_LICENSE 파일에 나열된 각 구성요소는 본 계약이 아니라, 본 프로그램에 포함되어 있는 NON_IBM_LICENSE 파일(들)에 명시된 관련 제3자 라이선스 계약(들)의 조항에 의거해서 라이선스 사용자에게 라이선스를 부여한 "별도로 라이선스가 부여된 코드"로 간주됩니다. 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 해당 NON_IBM_LICENSE 파일에 명시됩니다.

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

- (a) IBM은 일체의 보증 없이 별도로 라이선스가 부여된 코드를 라이선스 사용자에게 제공하며 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.
- (b) IBM은 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여(단, 이에 한하지 않음), 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

소스 구성요소 및 샘플 자료

본 프로그램은 소스 코드 형식의 구성요소(이하 "소스 구성요소")나 샘플 자료로 식별된 기타 자료, 또는 둘 다를 포함합니다. 라이선스 사용자는 본 계약에 의거한 라이선스 권리의 제한 범위 내에서만 내부적인 용도에 한해 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 비침해 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.

라이선스 사용자가 본 프로그램을 사용하는 경우 다음 측정 단위가 적용될 수 있습니다.

프로세서 밸류 유닛(**Processor Value Unit: PVU**)

프로세서 밸류 유닛(PVU)은 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 필요한 PVU 권한 수는 프로세서 기술(분산 소프트웨어의 프로세서 밸류 유닛(PVU) 라이선싱 웹 사이트에 정의됨. https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html 참조)과 본 프로그램에 제공된 프로세서 수에 의해 결정됩니다.

IBM은 PVU 기반 라이선스의 목적상 칩의 각 프로세서 코어를 프로세서로 정의합니다. 예를 들어, 듀얼 코어 프로세서 칩의 프로세서 코어는 두 개입니다.

라이선스 사용자는 (지원되는 경우) Full Capacity 라이선싱, Sub-Capacity 라이선싱(<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) 또는 컨테이너 라이선싱(<https://www.ibm.com/software/passportadvantage/containerlicenses.html>)에 따라 본 프로그램을 배치할 수 있습니다. 자세한 정보는 링크된 웹 사이트를 참조하십시오.

라이선스 사용자는 본 프로그램에 직접 필요한 권한 외에 본 프로그램에서 관리하거나 처리하는 자원이 있는 시스템의 프로세서 코어를 포괄할 수 있는 충분한 PVU 권한도 본 프로그램에 대해 취득해야 합니다.

밸류 유닛(Value Unit)

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

위의 내용에 추가하여, 라이선스 사용자가 본 프로그램을 사용하는 경우 다음 조항이 적용됩니다.

사용 제한사항

IFL 프로세서에서 (1) Linux 또는 OpenSolaris 워크로드 및 (2) Linux 또는 OpenSolaris 워크로드를 지원하여 프로그램 애플리케이션을 실행하기 위해서만 본 프로그램을 사용하는 경우에 한해, IFL 프로세서에 본 프로그램을 실행할 수 있습니다.

"z/VM 모드"(IFL 프로세서 및 표준 프로세서(CP) 모두에서 구성됨)로 지정된 LPAR에서 본 프로그램을 실행 중이며 해당 LPAR의 가상 기계에서 IBM 기본 계약에 의거하여 라이선스를 취득한 소프트웨어를 실행시키고자 하는 경우에는 표준 프로세서(CP)에만 실행하도록 가상 기계를 구성해야 합니다.

라이선스 사용자는 본 프로그램을 작동시킬 수 있는 기계를 양도하는 경우에만 본 프로그램을 제3자에게 함께 양도할 수 있습니다(이하 "제한적 양도"라 함). 단, 프로그램의 제한적 양도에 따라 라이선스 사용자는 본 계약에 의거한 자신의 권리 및 의무를 양수인에게 이전해야 하며 프로그램 사용 권한은 해지됩니다. 기계와 프로그램을 양도하는 경우, 라이선스 사용자는 인쇄된 계약서 사본을 제공하거나, 전자적 라이선스 절차를 이용하는 경우에는 프로그램을 양수인이 최초로 사용하기 전에 본 계약을 전자적으로 승인하는 절차를 제공해야 합니다.

라이선스가 있는 프로그램 자료 사용가능성

IBM은 각 라이선스에 기초하여 IBM이 1) 소스 형식으로 제공하거나 2) 용도 제한 표시(예: "IBM 용도 제한 자료")를 한 본 프로그램의 일부를 다음의 경우에 한해서 라이선스 사용자가 사용할 수 있도록 허가합니다.

- a. 본 프로그램의 사용과 관련된 문제를 해결할 경우
- b. 본 프로그램을 수정하여 다른 제품과 함께 사용할 경우

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 Tarptautinė programos licencinė sutartis (i125-3301-15).

Programos pavadinimas (Programos numeris):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Šios standartinės sąlygos taikomos Licenciatui Programos naudojimui.

Keičiamas trečiosios šalies kodas

Jei PRANEŠIMŲ faile IBM trečiosios šalies kodą atpažįsta kaip modifikuojamą trečiosios šalies kodą, IBM leidžia Licenciatui 1) modifikuoti modifikuojamą trečiosios šalies kodą ir 2) nukopijuoti Programos modulius, kurie tiesiogiai siejami su modifikuojamu trečiosios šalies kodu, su sąlyga, kad tai daroma tik Licenciatui atliktų tokio trečiosios šalies kodo modifikacijų klaidų šalinimo tikslais. IBM aptarnavimo ir palaikymo įsipareigojimai, jei tokių yra, taikomi tik nemonifikuotai Programai.

Atskirai licencijuojamas kodas

Kiekvienas iš komponentų, išvardytų faile NON_IBM_LICENSE, laikomas „Atskirai licencijuojamu kodu“, kuris yra licencijuojamas Licenciatui remiantis taikomomis trečiosios šalies licencijos sutarties (-čių) sąlygomis, kurios išdėstytos kartu su Programa pateikiamame faile (-uose) NON_IBM_LICENSE, o ne šia Sutartimi. Būsimuose Programos naujinimuose arba taisymuose gali būti papildomų Atskirai licencijuotų kodų. Tokie papildomi Atskirai licencijuoti kodai ir susijusios licencijos išvardijami taikomame NON_IBM_LICENSE faile, kuris pateikiamas su Programos naujinimu arba taisymu.

Pastaba: nepaisant jokių trečiosios šalies sutarties, šios Sutarties ar kitos sutarties, kurią Licenciatas gali sudaryti su IBM, sąlygų, susijusių su Atskirai licencijuojamu kodu:

(a) IBM pateikia jį Licenciatui NETAIKYDAMA JOKIŲ GARANTIJŲ IR PANEIGIA BET KOKIAS, VISAS APIBRĖŽTAS IR NUMANOMAS GARANTIJAS IR SĄLYGAS, ĮSKAITANT, BET NEAPSIRIBOJANT, NUOSAVYBĖS, NEPAŽEIDŽIAMUMO AR NESIKIŠIMO GARANTIJAS IR NUMANOMAS TINKAMUMO PREKYBAI IR TAM TIKRAM TIKSLUI GARANTIJAS BEI SĄLYGAS;

(b) IBM neatsako už jokių tiesioginius, netiesioginius, atsitiktinius, ypatingus, pavyzdinius, baudžiamuosius ar priešastinius nuostolius, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

Šaltinio komponentai ir pavyzdinė medžiaga

Į Programą yra įtrauktų komponentų išeitinio kodo forma („Šaltinio komponentai“) arba kita medžiaga, apibrėžta kaip Pavyzdinė medžiaga, arba abu šie elementai. Licenciatas gali kopijuoti ir modifikuoti Šaltinio komponentus ir Pavyzdinę medžiagą tik naudoti viduje, nepažeisdamas šios Sutarties licencijos teisių; tačiau Licenciatas negali keisti ar naikinti jokios Šaltinio komponentuose ir Pavyzdinėje medžiagoje esančios autoriaus teisių informacijos ar pranešimų. IBM pateikia Šaltinio komponentus ir Pavyzdinę medžiagą be palaikymo įsipareigojimo ir TOKIĄ, KOKIA YRA, NESUTEIKIANT JOKIŲ AIŠKIAI NURODYTŲ AR NENURODYTŲ GARANTIJŲ, ĮSKAITANT NUOSAVYBĖS TEISĖS, NEPAŽEIDŽIAMUMO AR NEIŠKIKIŠIMO GARANTIJAS IR NENURODYTAS TINKAMUMO PREKIAUTI IR TAM TIKRAM TIKSLUI GARANTIJAS IR SĄLYGAS.

Šie matavimo vienetai gali būti taikomi Licenciato Programos naudojimui.

Procesoriaus vertės vienetas (PVU)

Procesoriaus vertės vienetas (PVU) - tai matavimo vienetas, pagal kuri licencijuota ši Programa. Reikalingų PVU teisių skaičius pagrįstas procesoriaus technologija (apibrėžta svetainėje „Procesoriaus vertės vieneto (PVU) licencijavimas, skirtas platinamai programinei įrangai“ https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) ir Programai prieinamų procesorių skaičiumi. Licencijuodama pagal PVU, IBM apibrėžia procesorių kaip mikroschemoje esančią atskirą procesoriaus šerdį. Pavyzdžiui, dvieju serdziu procesoriaus mikroschemoje yra dvi procesoriaus serdys.

Licenciatas gali diegti Programą (jei palaikoma) naudodamas visos talpos licencijavimą, papildomos talpos licencijavimą (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) arba konteinerio licencijavimą (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Išsamesnės informacijos ieškokite susietose svetainėse.

Be to, kartu su tiesiogiai Programai reikalingomis teisėmis Licenciatas privalo įsigyti šios Programos PVV teises, kurių pakaktų sistemos, kurioje yra Programos valdomi arba apdorojami išteklių, procesoriaus šerdims.

Vertės vienetas

Vertės vienetas (VV) – tai matavimo vienetas, pagal kurį licencijuojama Programa. Vertės vienetų teisės pagrįstos konkrečiau paskirto mato, kurį naudoja arba valdo Programa, vienetų skaičiumi. Licenciatas privalo įsigyti pakankamas tokio Vertės vienetų skaičiaus teises, koks yra reikalingas pagal Licenciato 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

Be anksčiau nurodytos informacijos, toliau nurodytos sąlygos taikomos Licenciato Programos naudojimui.

Naudojimo apribojimai

Programa gali veikti tik su IFL procesoriais, jeigu su IFL procesoriais „the“ naudojama išskirtinai vykdyti (1) „Linux“ arba „OpenSolaris“ darbo krūviams ir (2) jei reikia, Programos taikomosioms programoms, „Linux“ arba „OpenSolaris“ darbo krūviams palaikyti.

Jeigu Licenciatas naudoja Programos leidimą LPAR, apibrėžtą kaip „z/VM-mode“, kuris sukonfigūruotas tiek su IFL procesoriais, tiek su standartiniais procesoriais (CP), ir Licenciatas ketina naudoti pagal IBM kliento sutartį licencijuotą programinę įrangą virtualiame įrenginyje LPAR, virtualus įrenginys turi būti sukonfigūruotas veikti tik su standartiniais procesoriais (CP).

Licenciatas gali perduoti Programą kitai šaliai tik kartu su įrenginiu, kuriame Licenciatas turi teisę naudoti Programą (vadinama „Ribotuoju perdavimu“), su sąlyga, kad tokiu Programos Ribotuoju perdavimu Licenciatas perduoda priimančiajai šaliai Licenciato Sutartyje apibrėžtas teises ir įsipareigojimus, todėl panaikinama Licenciato teisė toliau

naudoti Programą. Perdavęs įrenginį ir Programą Licenciatas privalo pateikti spausdintą Sutarties kopiją arba, jei Programa licencijuota elektroniniu būdu, imtis reikiamų veiksmų, kad priimančioji šalis elektroniniu būdu sutiktų su Sutartimi prieš pirmą kartą naudodama Programą.

Prieinamumas prie licencijuotos Programos medžiagos

Pagal kiekvieną licenciją IBM suteikia Licenciatui teisę naudoti bet kurią Programos dalį, kurią IBM 1) pateikia išėjimo kodo forma arba 2) pažymi kaip apribotą (pavyzdžiui, „IBM apribotoji medžiaga“) tik:

- a. su Programa susijusioms problemoms spręsti ir
- b. Programai modifikuoti taip, kad ji veiktų 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 Międzynarodowa Umowa Licencyjna na Program (i125-3301-15).

Nazwa Programu (Numer Programu):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Poniższe standardowe warunki mają zastosowanie do używania Programu przez Licencjobiorcę.

Modyfikowany Kod Osób Trzecich

Jeśli w pliku NOTICES (UWAGI) IBM określili kod osoby trzeciej jako „Modyfikowalny Kod Osób Trzecich”, to IBM upoważnia Licencjobiorcę do 1) modyfikowania Modyfikowalnego Kodu Osób Trzecich oraz 2) odtwarzania kodu źródłowego modułów Programu, które bezpośrednio współpracują z Modyfikowalnym Kodem Osób Trzecich, pod warunkiem że służy to wyłącznie do debugowania modyfikacji wprowadzonych przez Licencjobiorcę w takim kodzie osoby trzeciej. Ewentualne zobowiązania IBM w zakresie serwisu i wsparcia dotyczą wyłącznie niezmodyfikowanego Programu.

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Każdy z komponentów wymienionych w pliku NON_IBM_LICENSE jest uważany za "Kod Licencjonowany Oddzielnie", licencjonowany na rzecz Licencjobiorcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON_IBM_LICENSE dołączonym (dołączonych) do Programu, nie zaś na warunkach niniejszej Umowy. 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 odpowiednim pliku NON_IBM_LICENSE dołączonym do aktualizacji lub poprawki do Programu.

Uwaga: Bez względu na jakiegokolwiek warunki umów licencyjnych z osobami trzecimi, niniejszej Umowy czy też jakiegokolwiek innej umowy, jaką Licencjobiorca mógł zawrzeć z IBM w związku z Kodem Licencjonowanym Oddzielnie: (a) IBM dostarcza Licencjobiorcy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ); ORAZ NIE UDZIELA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE WYŁĄCZA RĘKOJMIĘ) I NIE USTALA JAKICHKOLWIEK WARUNKÓW, WYRAŹNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAW WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU; (b) 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, a w szczególności utratę danych czy spodziewanych oszczędności i korzyści.

Komponenty Źródłowe i Materiały Przykładowe

Program zawiera komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") lub inne materiały określone jako Materiały Przykładowe, albo oba te elementy. Licencjobiorca może kopiować i modyfikować Komponenty Źródłowe i Materiały Przykładowe jedynie na użytek wewnętrzny w granicach praw licencyjnych na mocy niniejszej Umowy, pod warunkiem jednak, że 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 JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ), WYRAŹNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH

ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

Poniższe jednostki miary mają zastosowanie do używania Programu przez Licencjobiorcę.

Procesorowa Jednostka Wartości

Procesorowa Jednostka Wartości (Processor Value Unit, zwana dalej "PVU") to jednostka miary, według której licencjonowany jest Program. Liczba wymaganych uprawnień PVU zależy od technologii procesorowej (zdefiniowanej w ramach licencjonowania według jednostek PVU w serwisie WWW oprogramowania pod adresem https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) oraz od liczby procesorów udostępnionych dla Programu. Na potrzeby licencjonowania w oparciu o jednostki PVU, IBM w dalszym ciągu definiuje jako procesor każdy rdzeń procesora w układzie scalonym. I tak na przykład procesor dwurdzeniowy traktowany jest jako dwa procesory.

Licencjobiorca może zainstalować Program (jeśli jest obsługiwany) z licencjonowaniem według pełnej mocy obliczeniowej, ograniczonej mocy obliczeniowej (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) lub według kontenerów (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Więcej informacji na ten temat można znaleźć w serwisach WWW, do których kierują podane odsyłacze.

Poza uprawnieniami wymaganymi bezpośrednio dla Programu, Licencjobiorca musi nabyć uprawnienia PVU dla tego Programu obejmujące rdzenie procesorów dla systemów, w których rezydują zasoby zarządzane lub przetwarzane przez Program.

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. Licencjobiorca musi nabyć liczbę uprawnień wystarczającą dla liczby jednostek VU wymaganych w środowisku Licencjobiorcy 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, Licencjobiorca 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, Licencjobiorca 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

Ponadto używanie Programu przez Licencjobiorcę podlega następującym warunkom.

Ograniczenia w używaniu

Ten Program można uruchamiać na procesorach IFL jedynie w przypadku, gdy na procesorach IFL używa się go wyłącznie do uruchamiania (1) obciążeń linuxowych lub OpenSolaris oraz (2) w razie potrzeby, aplikacji Programu do obsługi tych obciążeń linuxowych lub OpenSolaris.

Jeśli Licencjobiorca uruchamia Program na partycji LPAR określonej w trybie z/VM, w której skład wchodzi zarówno procesory IFL, jak i procesory standardowe, i zamierza uruchamiać oprogramowanie licencjonowane na mocy Umowy IBM z Klientem na maszynie wirtualnej na tej partycji LPAR, wówczas taką maszynę wirtualną należy skonfigurować w celu uruchamiania wyłącznie na procesorach standardowych.

Licencjobiorca może przenieść Program na rzecz osoby trzeciej jedynie w związku z przeniesieniem maszyny, na której jest uprawniony do uruchamiania Programu (przeniesienie takie jest dalej określane mianem "Ograniczonego Przeniesienia"), jednak każde takie Ograniczone Przeniesienie Programu wymaga od Licencjobiorcy przeniesienia praw i obowiązków Licencjobiorcy wynikających z Umowy na osobę, na rzecz której następuje Ograniczone Przeniesienie i tym samym unieważnia upoważnienie Licencjobiorcy do dalszego używania Programu. Jeśli są przenoszone maszyna i Program, Licencjobiorca musi albo dostarczyć kopię Umowy w postaci drukowanej albo, jeśli dla Programu używana jest licencja w postaci elektronicznej, podjąć niezbędne działania, które spowodują elektroniczną akceptację Umowy przez osobę, na rzecz której następuje Ograniczone Przeniesienie przed pierwszym użyciem Programu przez taką osobę.

Dostępność materiałów dotyczących Programu licencjonowanego

W ramach każdej licencji IBM upoważnia Licencjobiorcę do korzystania z dowolnej części Programu, którą IBM 1) dostarcza w postaci źródłowej lub 2) oznacza jako "zastrzeżone" (na przykład "Zastrzeżone materiały IBM") jedynie w celu:

- a. rozwiązania problemu związanego z używaniem Programu oraz
- b. modyfikacji Programu w taki sposób, aby Program mógł współpracować 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 Contrato Internacional de Licença de Programa (i125-3301-15) será aplicável.

Nome do Programa (Número do Programa):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Os termos padrão a seguir se aplicam o uso do Programa pelo Licenciado.

Código Modificável de Terceiros

Modificável de Terceiros", a IBM autorizará o Licenciado a 1) modificar o Código Modificável de Terceiros e 2) fazer engenharia reversa dos módulos do Programa que interagem diretamente com o Código Modificável de Terceiros, contanto que seja apenas com o propósito de depurar as modificações do Licenciado para tal código de terceiros. As obrigações de serviço e suporte da IBM, se houver, se aplicarão apenas ao Programa não modificado.

Código licenciado separadamente

Todos os componentes listados no arquivo NON_IBM_LICENSE são considerados "Código Licenciado Separadamente" fornecido ao Licenciado sob os termos dos contratos/acordos de licença de terceiros aplicáveis definidos nos arquivos NON_IBM_LICENSE que acompanham o Programa, e não este Contrato. Futuras atualizações/actualizações ou correções/correções do Programa podem conter Código Licenciado Separadamente adicional. Esse Código Licenciado Separadamente adicional e as licenças relacionadas estão listadas no arquivo NON_IBM_LICENSE aplicável que acompanha a atualização ou a correção do Programa.

Nota: não obstante qualquer um dos termos do contrato/acordo de licença de terceiros, o Contrato/Acordo ou qualquer outro contrato que o Licenciado possa ter com a IBM relacionado ao Código Licenciado Separadamente:

(a) a IBM o fornece ao Licenciado SEM GARANTIAS DE QUALQUER TIPO E RENUNCIA TODA E QUALQUER GARANTIA EXPRESSA E IMPLÍCITA E CONDIÇÕES QUE INCLUAM, ENTRE OUTRAS, GARANTIA DE TÍTULO, NÃO VIOLAÇÃO OU NÃO INTERFERÊNCIA E GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM DETERMINADO PROPÓSITO/FIM;

(b) a IBM não é responsável por quaisquer danos diretos, indiretos, incidentais, especiais, exemplares, punitivos ou consequentes, incluindo, entre outros, dados perdidos, economias perdidas e lucros cessantes.

Componentes fonte e materiais de amostra

O Programa inclui componentes na forma de código-fonte ("Componentes Fonte") ou outros materiais identificados como Materiais de Amostra ou ambos. O Licenciado pode copiar e modificar os Componentes Fonte e os Materiais de Amostra apenas para uso/utilização interno/interna dentro dos limites dos direitos de licença sob este Contrato/Acordo desde que não possa alterar ou excluir qualquer informação de copyright ou avisos contidos nos Componentes Fonte ou 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.

As unidades de medida a seguir se aplicam o uso do Programa pelo Licenciado.

Processor Value Unit (PVU)

Processor Value Unit (PVU) é uma unidade de medida pela qual o Programa pode ser licenciado. O número de titularidades de PVU necessários é baseado na tecnologia do processador (definida no licenciamento da Processor Value Unit (PVU) para o site do Software Distribuído em https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) e no número de processadores disponibilizados para o Programa. A IBM continua a definir um processador, para o propósito/fim de licenciamento baseado em PVU, para cada núcleo de processador num chip. Um chip de processador de núcleo duplo, por exemplo, tem dois núcleos de processador.

O Licenciado pode implementar o Programa (se suportado) usando o licenciamento de capacidade total, o licenciamento de subcapacidade (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ou o licenciamento de contêiner (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Consulte os sites vinculados para obter mais informações.

Além das titularidades necessárias diretamente/directamente para o Programa, o Licenciado deve obter titularidades de PVU para este Programa que sejam suficientes para cobrir os núcleos de processador para os sistemas nos quais residem os recursos gerenciados/geridos ou processados pelo Programa.

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/utilizada ou gerenciada/gerida pelo Programa. O Licenciado deve obter/adquirir titularidades suficientes para o número de Value Units necessário para o ambiente do Licenciado para a medida designada especificada no Value Unit Exhibit (VUE) como se segue. Titularidades por Value Unit são específicas para o Programa e não podem ser trocadas, intercambiadas ou agregadas às titularidades por 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

Além do apresentado acima, os termos a seguir se aplicam ao uso do Programa pelo Licenciado.

Restrições de Uso/Utilização

Este Programa poderá ser executado em processadores IFL apenas se, nos processadores IFL, o Programa estiver sendo usado/utilizado exclusivamente para executar (1) cargas de trabalho do Linux ou do OpenSolaris e, (2) se necessário, aplicativos/aplicações do Programa em suporte dessas cargas de trabalho do Linux ou do OpenSolaris.

Se o Licenciado estiver executando o Programa em uma LPAR especificada como "z/VM-mode" que é configurada com ambos os processadores IFL e os processadores padrão (CPs) e o Licenciado desejar executar software licenciado sob o/ao abrigo do IBM Customer Agreement (ICA) em uma máquina virtual nessa LPAR, essa máquina virtual deverá ser configurada para executar apenas em processadores padrão (CPs).

O Licenciado pode apenas transferir o Programa para um terceiro, no que respeita à transferência do Licenciado da máquina na qual é permitido ao Licenciado ter o Programa a funcionar (designado como uma "Transferência Limitada"), desde que qualquer Transferência Limitada do Programa exija que o Licenciado transfira os direitos e obrigações do Licenciado sob o/ao abrigo do Contrato/Acordo com o cessionário e, por conseguinte, acesse a autorização do Licenciado em continuar a usar o Programa. Quando a máquina e o Programa são transferidos, o Licenciado deve fornecer ou uma cópia impressa do Contrato/Acordo ou, se o licenciamento eletrônico/electrónico for usado para o Programa, deve tomar as ações/acções necessárias que exigirão aceitação eletrônica/electrónica do Contrato/Acordo pelo cessionário antes do(a) primeiro(a) uso/utilização do Programa pelo cessionário.

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Ao abrigo de cada licença, a IBM autoriza o Licenciado a usar qualquer parte do Programa que a IBM 1) fornecer em formato fonte ou 2) marcar como restrito (por exemplo, "Materiais de Uso Restrito da IBM") apenas para:

- a. resolver problemas relacionados com a utilização do Programa, e
- b. modificar o Programa de forma que ele trabalhe juntamente com outros produtos.

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 soglašata s pogoji, ki veljajo za program, velja Mednarodna licenčna pogodba za program (i125-3301-15).

Ime programa (Številka programa):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Za uporabo programa s strani imetnika licence veljajo naslednji standardni pogoji.

Spremenljiva koda drugega ponudnika

Če v datoteki OBVESTILA IBM identificira kodo drugega ponudnika kot »spremenljivo kodo drugega ponudnika«, IBM pooblasti imetnika licence, da 1) spremeni spremenljivo kodo drugega ponudnika in 2) izvede obratni inženiring programskih modulov, ki se neposredno povezujejo s spremenljivo kodo drugega ponudnika, pod pogojem, da je samo za namen odpravljanja napak pri spremembah imetnika licence takšne kode drugega ponudnika. IBM-ove obveznosti glede storitve in podpore, če obstajajo, veljajo samo za nespremenjen program.

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(a) IBM jo zagotovi imetniku licence BREZ VSAKRŠNIH JAMSTEV IN ZAVRAČA KATERAKOLI IN VSA IZRECNA TER ZAKONSKA JAMSTVA IN POGOJE, KAR MED DRUGIM VKLJUČUJE TUDI JAMSTVO PRAVNEGA NASLOVA, NEKRŠENJA ALI NEOVIRANJA TER ZAKONSKA JAMSTVA IN POGOJE ZA PRODAJNOST TER PRIMERNOST ZA DOLOČEN NAMEN, VENDAR NI OMEJENO NANJE;

(b) IBM ni odgovoren za nobeno neposredno, posredno, naključno, posebno, eksemplarično, kazensko ali posledično škodo, kar vključuje tudi izgubo podatkov, prihrankov in dobičkov, vendar ni omejeno nanje.

Izvirne komponente in vzorčno gradivo

Program vključuje komponente v obliki izvorne kode ("izvirne komponente") ali drugo gradivo, ki je določeno kot vzorčno gradivo, ali oboje. Imetnik licence lahko prekopira in spremeni izvorne komponente ter vzorčno gradivo za notranjo uporabo, vendar samo znotraj omejitev licenčnih pravic, ki izhajajo iz te pogodbe, in pod pogojem, da ne spremeni ali izbriše nobenih informacij o avtorskih pravicah ali obvestil, vsebovanih v izvornih komponentah ali vzorčnem gradivu. IBM ponuja izvorne komponente in vzorčno gradivo brez obveznosti za podporo in "TAKŠNO, KAKRŠNO JE", BREZ JAMSTEV KAKRŠNEKOLI VRSTE, PA NAJ BODO IZRECNA ALI ZAKONSKA, KAR VKLJUČUJE TUDI JAMSTVO PRAVNEGA NASLOVA, NEKRŠENJA ALI NEOVIRANJA IN ZAKONSKA JAMSTVA IN POGOJE ZA PRODAJNOST IN PRIMERNOST ZA DOLOČEN NAMEN.

Za uporabo programa s strani imetnika licence morda veljajo naslednje merske enote.

Enota vrednosti procesorja (PVU)

Enota vrednosti procesorja (PVU) je merska enota, na podlagi katere je lahko licenciran program. Število potrebnih pooblastil PVU temelji na tehnologiji procesorjev (opredeljeni znotraj licenciranja na podlagi enote vrednosti procesorja (PVU) za porazdeljeno programsko opremo na spletnem mestu https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) in številu procesorjev, ki so na voljo za program. Za namen licenciranja, ki temelji na PVU-jih, definira IBM kot procesor vsako procesorsko jedro na čipu. Tako ima na primer procesorski čip z dvema jedroma dve procesorski jedri.

Imetnik licence lahko razmesti program (če je podprt) z licenciranjem celotne kapacitete, licenciranjem podkapacitete (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ali licenciranjem vsebnika (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Za dodatne informacije glejte povezana spletna mesta.

Poleg pooblastil, ki so neposredno potrebna za program, mora imetnik licence pridobiti tudi pooblastila PVU za ta program, ki zadostujejo za pokritje procesorskih jeder za sisteme, v katerih se nahajajo viri, ki jih upravlja ali obdela program.

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

Za uporabo programa s strani imetnika licence poleg zgoraj navedenih pogojev veljajo tudi naslednji pogoji.

Omejitve uporabe

Ta program se lahko izvaja v procesorjih IFL le v primeru, da se program v procesorjih IFL uporablja izključno za izvajanje (1) obremenitev v sistemu Linux ali OpenSolaris ter, (2) če je to potrebno, aplikacij programa v podporo obremenitvam v sistemu Linux ali OpenSolaris.

Če imetnik licence izvaja program v logični particiji LPAR, podani kot "z/VM-mode", ki je konfigurirana s procesorji IFL in standardnimi procesorji (CP-ji), in namerava izvajati programsko opremo, licencirano v okviru IBM-ove pogodbe s stranko (ICA), v navideznem računalniku v tej logični particiji LPAR, mora biti ta navidezni računalnik konfiguriran za izvajanje izključno v standardnih procesorjih (CP-jih).

Imetnik licence lahko prenese program na drugo pogodbeno stranko samo v povezavi s svojim prenosom računalnika, na katerem lahko izvaja program (to imenujemo "omejen prenos"), pod pogojem, da mora imetnik licence pri vsakem

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- a. razreševanje težav, povezanih z uporabo programa, in
- b. spreminjanje programa tako, da bo deloval skupaj z drugimi produkti.

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Nombre de Programa (Número de Programa):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Los términos estándar siguientes se aplican al uso por parte del Licenciario del Programa.

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Las unidades de medida siguientes se aplican al uso por parte del Licenciario del Programa.

Value Unit de Procesador (PVU)

Value Unit de Procesador (PVU) es una unidad de medida por la que se puede licenciar el Programa. El número de autorizaciones de PVU necesarios se basa en la tecnología de procesador (que se define en la licencia de Processor Value Unit (PVU) del sitio web de Software Distribuido en https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html) y en el número de procesadores puestos a disposición del Programa. IBM continúa definiendo un procesador, a efectos de las licencias basadas en PVU, como cada núcleo de procesador en un chip. Un chip de procesador de doble núcleo, por ejemplo, tiene dos núcleos de procesador.

El Licenciario puede desplegar el Programa (si se soporta) utilizando la capacidad completa de la licencia, la subcapacidad de licencia (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) o la licencia de contenedor (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Consulte los sitios web vinculados para obtener más información.

Además de las autorizaciones requeridas directamente para el Programa, el Licenciario debe obtener suficientes autorizaciones de PVU para los núcleos de procesador de los sistemas en los que residan los recursos gestionados o procesados por el Programa.

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

Además de lo indicado, los términos siguientes se aplican al uso por parte del Licenciario del Programa.

Restricciones de uso

Este Programa solo se puede ejecutar en procesadores IFL si, en los procesadores IFL, el Programa se utiliza exclusivamente para ejecutar (1) cargas de trabajo Linux u OpenSolaris, y (2) si es necesario, aplicaciones del Programa para dar soporte a dichas cargas de trabajo Linux u OpenSolaris.

Si el Licenciario ejecutara el Programa en una LPAR especificada como "modalidad z/VM", configurada tanto con procesadores IFL como con procesadores estándar (CP), y tuviera la intención de ejecutar software con una licencia en virtud de las Condiciones Generales de International Business Machines S.A. en una máquina virtual en dicha LPAR, esa máquina virtual deberá configurarse para ejecutarse solo en procesadores estándar (CP).

El Licenciatario sólo puede ceder el Programa a un tercero, cuando se trate específicamente de la cesión de la máquina en la que el Licenciatario está autorizado para utilizar el Programa (se denominará "Cesión Limitada"), siempre que dicha Cesión Limitada del Programa requiera que el Licenciatario ceda sus derechos y obligaciones establecidos en el Acuerdo al cesionario. Una vez efectuada dicha cesión, finalizará la autorización por parte del Licenciatario para continuar utilizando el Programa. Cuando se ceden el Programa y la máquina, el Licenciatario debe proporcionar una copia impresa del Acuerdo o, si se utilizan licencias electrónicas para el Programa, emprender las acciones necesarias que requerirán la aceptación electrónica del Acuerdo por parte del cesionario antes que utilice por primera vez el Programa.

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- b. modificar el Programa para que pueda funcionar con otros productos

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Program Adı (Program Numarası):

IBM z/VM Version 7 Release 4(5741-A09)

IBM Directory Maintenance Facility for z/VM, Function Level 740(5741-A09)

IBM Performance Toolkit for VM, Function Level 740(5741-A09)

IBM RACF Security Server for z/VM, Function Level 740(5741-A09)

IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740(5741-A09)

Aşağıdaki standart koşullar, Lisans Alan Tarafın Programı kullanımı için geçerlidir.

Değiştirilebilir Üçüncü Kişi Kodu

IBM'in, varsa, NOTICES dosyasında üçüncü kişi kodunu "Değiştirilebilir Üçüncü Kişi Kodu" olarak tanımladığı ölçüde, IBM, Lisans Alan Tarafa 1) Değiştirilebilir Üçüncü Kişi Kodunu değiştirme ve 2) yalnızca Lisans Alan Tarafın anılan üçüncü kişi kodu üzerinde yaptığı değişikliklerinden kaynaklanan hataların ayıklanması amacıyla, Değiştirilebilir Üçüncü Kişi Kodu ile doğrudan arayüzü olan Program modülleri üzerinde tersine mühendislik gerçekleştirme yetkisi verir. Varsa, IBM'in hizmet ve destek yükümlülükleri yalnızca değişiklik yapılmamış Program için geçerlidir.

Ayrı Olarak Lisanslanan Kod

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Not: Ayrı Olarak Lisanslanan Koda ilişkin olarak üçüncü kişi lisans sözleşmesinde, bu Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer herhangi bir sözleşmede yer alan koşullara etki etmeksizin:

(a) IBM, bunu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar; ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALE EDİLMEMEYECEĞİNE DAİR GARANTİLER İLE BİR ÜRÜN VEYA HİZMETİN TİCARİ SATIŞ KOŞULLARINA VE BELİRLİ BİR AMACA UYGUNLUĞA İLİŞKİN ZİMNİ GARANTİLER VE KOŞULLAR DAHİL, ANCAK TAMAMI BUNLARLA SINIRLI OLMAMAK ÜZERE AÇIK VE ZİMNİ TÜM GARANTİLERİ VE KOŞULLARI REDDEDER;

(b) IBM, veri kaybı, tasarruf kaybı ve kâr kaybı da dahil, ancak tamamı bunlarla sınırlı olmamak üzere, herhangi bir doğrudan, dolaylı, arızı, özel, cezai tazminat gerektiren, ceza gerektiren veya sonuçta ortaya çıkan zararlardan sorumlu değildir.

Kaynak Bileşenler ve Örnek Malzemeler

Program, kaynak kodu biçiminde bileşenler ("Kaynak Bileşenler") ve/veya Örnek Malzemeler olarak tanımlanan başka malzemeler içerir. Lisans Alan Taraf, Kaynak Bileşenleri ve Örnek Malzemeleri yalnızca bunları kullanımının bu Sözleşme kapsamındaki lisans hakları tarafından çizilen sınırlar içindeki dahili kullanım için kopyalayabilir ve değiştirebilir; ancak, Kaynak Bileşenlerde ya da Örnek Malzemelerde yer alan herhangi bir telif hakkı bilgisini veya bildirimini değiştirmeyecek veya silmeyecektir. IBM, Kaynak Bileşenleri ve Örnek Malzemeleri herhangi bir destek yükümlülüğü olmaksızın ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEDE BULUNULMAYACAĞINA DAİR GARANTİLER İLE BİR ÜRÜN VEYA HİZMETİN TİCARİ SATIŞ KOŞULLARINA VE BELİRLİ BİR AMACA UYGUNLUĞA DAİR ZİMNİ GARANTİLER VE KOŞULLAR DAHİL OLMAMAK ÜZERE, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEKSİZİN "OLDUĞU GİBİ" esasyyla sağlar.

Aşağıdaki ölçü birimleri, Lisans Alan Tarafın Programı kullanımı için geçerli olabilir.

İşlemci Değer Birimi (PVU)

İşlemci Değer Birimi (PVU), bu Programın lisanslanabileceği bir ölçü birimidir. Gereken İşlemci Değer Birimi (PVU) yetkilerinin sayısı hesaplanırken, işlemci teknolojisi (https://www.ibm.com/software/passportadvantage/pvu_licensing_for_customers.html adresindeki Dağıtık Yazılımlar web sitesi için İşlemci Değer Birimi (PVU) esasıyla lisanslamada tanımlanır) ve Program için kullanıma sunulan işlemci sayısı esas alınır. IBM, İşlemci Değer Birimi esasında lisanslamanın amacı doğrultusunda bir çip üzerinde yer alan her işlemci çekirdeği için bir işlemci tanımlamaya devam eder. Örneğin, bir çift çekirdekli işlemci çipinde iki adet işlemci çekirdeği bulunur.

Lisans Alan Taraf, Programı (destekleniyorsa), tam kapasite lisanslamasını, alt kapasite lisanslamasını (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) veya konteyner lisanslamasını (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) kullanarak devreye alabilir. Daha fazla bilgi edinmek için bağlantısı verilen web sitelerine bakın.

Lisans Alan Taraf, bu Program için doğrudan edinilmesi gereken yetkilere ek olarak, bu Program için, Program tarafından yönetilen veya işlenen kaynakların üzerinde bulunduğu sistemler için işlemci çekirdeklerini kapsamaya yetecek sayıda İşlemci Değer Birimi yetkisi edinmelidir.

Değer Birimi

Değer Birimi (VU), bu Programın lisanslanabileceği bir ölçü 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 (VUE) içinde belirtilen saptanmış ölçü birimine uygun olarak kendi ortamı için gereken sayıda Değer Birimi için yeterli sayıda yetki edinmelidir. Değer Birimi yetkileri Programa özel olup, başka bir Programın Değer Birimi yetkisiyle 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

Yukarıdakilere ek olarak, aşağıdaki koşullar Lisans Alan Tarafın bu Programı kullanımı için geçerlidir.

Kullanım Sınırlamaları

Bu Program, IFL işlemcilerinin üzerinde yalnızca şu koşullarla çalıştırılabilir: Program, özel olarak (1) Linux veya OpenSolaris işyüklerini, ve (2) eğer gerekiyorsa, bu Linux veya OpenSolaris işyüklerini destekleyen Program uygulamalarını çalıştırmak için kullanılıyorsa.

Lisans Alan Taraf, Programı, IFL işlemcileri ve standart işlemciler (CP'ler) ile yapılandırılmış olan ve "z/VM-modu" olarak belirtilen bir LPAR'da çalıştırıyorsa ve bu LPAR içinde yer alan bir sanal makinede IBM Müşteri Sözleşmesi (IBM Customer Agreement; ICA) kapsamında lisanslanan bir yazılımı çalıştırmak istiyorsa, bu sanal makinenin yalnızca standart işlemcileri (CP'ler) çalıştırabilecek şekilde yapılandırılmış olması gerekir.

Lisans Alan Taraf, bu Programı başka bir tarafa, yalnızca bu Programı çalıştırmaya yetkili olduğu makineyi devretmesiyle bağlantılı olarak devredebilir (bu işlem "Sınırlı Devir" olarak adlandırılır). Ancak, bu Programın bu türlü her Sınırlı Devri, Lisans Alan Tarafın, bu Sözleşme kapsamındaki haklarını ve yükümlülüklerini devredilen kişiye devretmesini gerektirir

ve bu nedenle bu Programı kullanımına ilişkin yetkisini sona erdirir. Makine ve Program devredildiğinde, Lisans Alan Taraf, Sözleşmenin yazılı bir kopyasını sağlamalı ya da Program için elektronik lisanslama yöntemi kullanıldıysa, Programı ilk kullanımdan önce, devredilen kişinin Sözleşmeye ilişkin elektronik onayını zorunlu kılacak şekilde gerekli önlemleri almalıdır.

Lisanslı Program Malzemelerinin Sağlanabilirliği

Her lisans kapsamında IBM, Lisans Alan Tarafa, Programın, IBM'in 1) kaynak biçiminde sağladığı veya 2) sınırlı (örneğin, "Restricted Materials of IBM" - "IBM'in Sınırlı Malzemeleri") olarak belirlediği herhangi bir bölümünü yalnızca aşağıda belirtilen işlemlerde kullanması için yetki verir:

- a. Bu Programın kullanımıyla ilişkili sorunların çözümü için, ve
- b. Programın diğer ürünlerle birlikte çalışmasını sağlayacak şekilde değiştirilmesi için.

Appendix

Terms and Conditions for Separately Licensed Code

IBM z/VM Version 7 Release 4
IBM Directory Maintenance Facility for z/VM, Function Level 740
IBM Performance Toolkit for VM, Function Level 740
IBM RACF Security Server for z/VM, Function Level 740
IBM Remote Spooling Communications Subsystem Networking for z/VM, Function Level 740

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Separately Licensed Code

Note: Source code to any of the below-listed packages is available upon written request to the following address:

IBM Corporation
Linux Technology Center, Dept. 7UDA
11400 Burnet Road
Austin, TX 78758

Packages:

glibc, fuse, procps-ng, net-tools, pkgconf, libseccomp, libutempter, libnl3, rpm, crypto-policies, libblockfile, keyutils, libsepol, libsemanage, gnutls, libuser, cracklib, cryptsetup, xz, libgpg-error, libssh, libtasn1, mpfr, libcap-ng, libcap, gmp, glib2, libgcrypt, libnsl2, libgudev, libaio, libmnl, libxcrypt, systemd, nettle, libidn, ethtool, zstd, e2fsprogs, iptables, busybox, ca-certificates, lvm2, kernel, groff, zvm7_2-release, initscripts, chkconfig, util-linux, gcc, s390utils, nfs-utils, elfutils, libnftnl, iproute, hostname, pam, ipcalc, dracut, sg3_utils, libnetfilter_conntrack, libnftlink, audit, attr, psmisc, libsigsegv, libpwquality, policycoreutils, kmod, dbus, acl, quota, bc, shadow-utils

Note: Source code to any of the below-listed packages is available upon written request to the following address:

IBM Corporation
Linux Technology Center, Dept. 7UDA
11400 Burnet Road
Austin, TX 78758

Packages:

libunistring, gmp, ding-lib, libidn2, gcc, readline, elfutils, grep, gnutls, tar, libtasn1, diffutils, sed, device-mapper-persistent-data, cpio, gdbm, gawk, procps-ng, bash, pcre2, gzip, coreutils, texinfo, findutils, libidn, which, linux-firmware

The following packages are provided under the terms of the LGPLv2.1 license:

Packages:
glibc

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Version 2.1, February 1999

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```
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Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode:

Gnomovision version 69, Copyright (C) 19xx name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
This is free software, and you are welcome to redistribute it
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The hypothetical commands `show w' and `show c' should show the
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necessary. Here a sample; alter the names:

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program `Gnomovision' (a program to direct compilers to make passes
at assemblers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989
Ty Coon, President of Vice

That's all there is to it!

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Packages:
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Version 3, 29 June 2007

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