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5765-KVM - IBM PowerKVM, V2.1

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Program Name: IBM PowerKVM, V2.1

Program Number: 5765-KVM

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程式名稱：IBM PowerKVM, V2.1

程式編號：5765-KVM

如國際程式授權合約（"IPLA"）及本授權手冊所述，IBM 授予被授權人本程式之限制使用權利。此授權以被授權人依權利證明書之指示付款之授權使用層級為限，例如處理器價值單位（"PVU"）、價值單位（"VU"）或其他指定使用層級。此外，前述授權，可能被授權人之使用以指定機器為限，或僅限將本程式當作支援程式，或受其他限制拘束。因被授權人未就本程式之一切經濟價值而付款，是以，未支付額外費用者，不得行使其他使用行為。此外，如 IPLA 所示，被授權人未獲授權使用本程式提供商用 IT 服務予任何第三人、提供商用主機作業或分時，或對本程式行使再授權、出租或租賃之行為；但被授權人據以取得本程式使用授權之適用合約另有明文規定者不在此限。是否享有額外權利，依被授權人支付額外費用或依不同或補充條款之規定而定。IBM 保留決定是否授予被授權人前項額外權利之權利。

程式之規格載明於本程式通知函之統稱為「說明與技術資訊」章節中。

獨立授權程式碼

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

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

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

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

- (a) IBM 提供本「獨立授權程式碼」予被授權人，不附帶任何保證；
- (b) 就「獨立授權程式碼」而言，IBM 不提供任何明示及默示之保證與擔保，其中包括且不限於所有權、無侵權行為或干擾之保證，以及適售性與符合特殊目的之默示保證與擔保；

- (c) 凡因「獨立授權程式碼」所致或與其相關之任何主張，IBM 對於被授權人均不負責，亦不予以辯護、賠償或使其免受損害；且
- (d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害，包括且不限於資料滅失、盈餘損失、營利損失，IBM 概不負責。

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

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

下列為「獨立授權程式碼」：

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewalld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceolog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozilla17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceolog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

進出口限制

本程式可能內含加密法。將本程式移轉予使用者或供其使用之行爲，可能被禁止或應受進出口法律、規章或政策之規範，包括美國出口管理條例 (United States Export Administration Regulations)。被授權人應負完全責任以遵守有關本程式之出口、進口或使用之一切適用法律、規章及政策，包括但不限於美國之出口或再出口限制。如需取得本程式之出口分類資訊，請參閱 <https://www.ibm.com/products/exporting/> 之網站內容。

一般收費條款

Socket 係指本程式之授權計量單位。Socket 係指接受處理器晶片之電子電路。「伺服器」係指由處理單位、記憶體及輸入/輸出功能組成，並爲一或多個使用者或用戶端裝置執行所需之程序、指令或應用程式之一具實體電腦。就已配置框架、刀鋒伺服器基座或其他類似設備而言，每一個具備所需元件之可分離實體裝置（例如：刀鋒伺服器或裝有框架之裝置），均被單獨視爲個別伺服器。被授權人應爲供本程式使用之伺服器中之每一 Socket 取得授權。

於判斷被授權人安裝或使用本程式時所需之授權數量時，每份所取得之授權均允許至多於相同伺服器上之二個 Socket 使用本程式。

程式特別條款

1. 程式權利與義務之轉讓

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

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

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

2. 商務代管服務

縱使本合約中有任何相反規定，IBM 仍授予被授權人本程式（或各程式）之有限使用權利，以爲其用戶端（「終端使用者」）提供商務代管服務。所稱「商務代管服務」，基於本合約之目的，係指提供予一或多位「終端使用者」之處理、儲存、網路及其他基礎計算資源，惟應以被授權人之授權使用範圍內爲限。

被授權人得允許其終端使用者與本程式（或各程式）互動，並使用其功能。被授權人不得允許其終端使用者讀取、展示、複製、轉讓或傳輸任一程式之實際程式碼或說明文件。被授權人應負責使終端使用者遵守本合約之條款。被授權人對於實體存取、通訊及軟體存取應施以適當之控管，以防止終端使用者讀取、展示、複製或傳輸本程式（或各程式）之實際程式碼或說明文件。被授權人應告知終端使用者，本程式之授權未轉讓予終端使用者。被授權人亦應告知終端使用者：

- a. 「除依法不得排除之法定擔保責任外，IBM 就本程式之使用不提供任何明示或默示保證或條件，包括但不限於適售性、符合特定效用及未涉侵權等之默示保證或條件」；及
- b. 因使用本程式所致任何所失利益、所失節省成本，或任何附隨損害或其他衍生之經濟損害，IBM 概不負責，縱使被授權人或 IBM 已獲知該等損害之可能性，亦同。

除非本合約明文規定，否則被授權人不得使用本程式提供商用 IT 服務予任何第三人。被授權人不得分時共用、租賃或再授權本程式。是否享有額外權利，依被授權人支付額外費用或依不同或補充條款之規定而定。IBM 保留決定是否授予被授權人前項額外權利之權利。

LICENČNÍ INFORMACE

Níže uvedené Programy jsou licencovány na základě uvedených podmínek, které platí navíc k podmínkám IBM Mezinárodní licenční smlouva pro programy (IBM F/N Z125-3301-14).

Název Programu: IBM PowerKVM, V2.1

Číslo Programu: 5765-KVM

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

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smlouvy obsažené v souboru(ech) NON_IBM_LICENSE a že s nimi souhlasí. Jestliže Držitel licence nesouhlasí s podmínkami těchto licenčních smluv třetích stran, nesmí užívat Samostatně licencovaný kód.

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

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

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- (b) IBM VYLUČUJE VEŠKERÉ ZÁRUKY A PODMÍNKY VÝSLOVNĚ VYJÁDŘENÉ A VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ – A TO ZEJMÉNA – ZÁRUKY VLASTNICKÉHO NÁROKU, ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO URČITÝ ÚČEL, POKUD JDE O SAMOSTATNĚ LICENCOVANÝ KÓD;
- (c) IBM nenese vůči Držiteli licence odpovědnost, ani jej nebude hájit a neodškodní jej v souvislosti s jakýmkoli nárokem na náhradu škody vztahujícími se k Samostatně licencovanému kódu; a
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Níže je uveden Samostatně licencovaný kód:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewall, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initcripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyncns, libcap-ng, libccgroup, libconfig, libcroco, libdaemon, libdb, libdwf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error,

libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinctry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, service, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Omezení vývozu a dovozu

Tento Program může obsahovat funkci šifrování. Převod Programu na uživatele nebo jeho užívání ze strany uživatelů mohou být zakázány nebo mohou podléhat vývozním nebo dovozním zákonům, nařízením či směrnicím, včetně vývozních nařízení Spojených států amerických. Držitel licence nese veškerou odpovědnost za dodržování všech příslušných zákonů, nařízení a směrnic týkajících se vývozu, dovozu nebo užívání tohoto Programu, včetně – nikoliv však pouze – omezení vývozu a zpětného vývozu platných ve Spojených státech amerických. Vývozní klasifikaci tohoto Programu získáte na webových stránkách: <https://www.ibm.com/products/exporting/>.

Všeobecné podmínky pro účtování poplatků

Soket je měrnou jednotkou, na jejímž základě může být Program licencován. Soket je elektronický obvod, který akceptuje procesorový čip. Server je fyzický počítač, který se skládá z procesních jednotek, paměti a funkcí vstupu a výstupu a který provádí požadované procedury, příkazy nebo aplikace pro jednoho či několik uživatelů nebo klientských zařízení. V případech, kdy jsou využívány stojany (rack), skříně pro servery typu "blade" anebo jiné podobné vybavení, je každé samostatné fyzické zařízení (například blade server nebo zařízení montované do stojanu (rack)) obsahující požadované komponenty považováno za samostatný server. Držitel licence musí získat oprávnění pro každý Soket na serverech zpřístupněných pro Program.

Při stanovení počtu oprávnění, která Držitel licence potřebuje pro instalaci nebo užívání Programu, povoluje každé zakoupené oprávnění, aby byl Program užíván nejvýše na dvou (2) Soketech na tomtéž serveru.

Podmínky specifické pro Program

1. Převod práv a povinností k Programu

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

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

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

2. Komerční hostingové služby

Bez ohledu na znění jakéhokoli ustanovení této Smlouvy uděluje IBM Držiteli licence omezené právo k užívání Programů za účelem poskytování Komerčních hostingových služeb klientům Držitele licence ("Koncoví uživatelé"). Pro účely této Smlouvy jsou "Komerční hostingové služby" definovány jako zpracování, uložení, síť a další základní výpočetní prostředky poskytované jedinému nebo více Koncovým uživatelům v rozsahu oprávněného užívání Držitelem licence.

Držitel licence je oprávněn umožnit svým Koncovým uživatelům interakci s Programy a užívání funkcí těchto Programů. Držitel licence nesmí Koncovým uživatelům umožnit čtení, zobrazování, kopírování, převod nebo přenos platného kódu nebo dokumentace jakéhokoli Programu. Držitel licence je odpovědný za to, že jeho Koncoví uživatelé budou dodržovat podmínky Smlouvy. Držitel licence je povinen implementovat adekvátní kontroly fyzického přístupu, komunikace a softwarového přístupu, které Koncovým uživatelům zabrání číst, zobrazovat, kopírovat nebo přenášet platný kód nebo dokumentaci Programů. Držitel licence je povinen informovat Koncového uživatele o tom, že licence na Program není nikdy převáděna na Koncového uživatele. Držitel licence je rovněž povinen informovat Koncového uživatele o tom, že:

a. "V SOULADU S VEŠKERÝMI ZÁKONNÝMI ZÁRUKAMI, KTERÉ NELZE VYLOUČIT, NEPOSKYTUJE IBM ŽÁDNÉ ZÁRUKY ČI PODMÍNKY (VÝSLOVNĚ VYJÁDŘENÉ NEBO VYPLÝVAJÍCÍ Z OKOLNOSTÍ) OHLEDNĚ UŽÍVÁNÍ PROGRAMU, VČETNĚ - NIKOLIV VŠAK POUZE - ZÁRUK ČI PODMÍNEK PRODEJNOSTI, VHODNOSTI PRO URČITÝ ÚČEL A NEPORUŠENÍ PRÁV TŘETÍCH STRAN"; a

b. IBM nenese odpovědnost za ušlý zisk, za nedosažení předpokládaných úspor ani za žádné nahodilé nebo jiné následné hospodářské škody vyplývající z užívání tohoto Programu Koncovým uživatelem, a to ani v případě, že Držitel licence nebo IBM byli na možnost vzniku těchto škod předem upozorněni.

Nestanoví-li tento dokument výslovně jinak, není Držitel licence jiným způsobem oprávněn užívat Program k poskytování komerčních služeb v oblasti IT jakékoli třetí straně. Držitel licence není oprávněn sdílet Program na bázi času nebo Program pronajímat, najímat či sublicencovat. Držitel licence může mít na základě úhrady dodatečných poplatků nebo na základě odlišných či dodatečných podmínek dodatečná práva. IBM si vyhrazuje právo stanovit, zda budou Držiteli licence taková dodatečná práva poskytnuta .

INFORMATIONS SUR LA LICENCE

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

Nom du Logiciel : IBM PowerKVM, V2.1

Référence du Logiciel : 5765-KVM

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

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

Code sous Licence Distincte

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

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

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

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

(a) IBM fournit ce Code sous Licence Distincte au Détenteur de la Licence SANS GARANTIE D'AUCUNE SORTE ;

(b) IBM NE FOURNIT AUCUNE GARANTIE EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, EN MATIÈRE DE DROIT DE PROPRIÉTÉ, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ EN CE QUI CONCERNE LE CODE SOUS LICENCE DISTINCTE ;

(c) IBM ne pourra être tenue responsable envers le Détenteur de la Licence ni ne l'indemniser pour toute réclamation relative au Code sous Licence Distincte ; et

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

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

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

Les composants suivants sont du Code sous Licence Distincte :

acl, alsa-lib, anyterm, atk, attr, audit, Augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brltty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynclib, libcap-ng, libcgrouplib, libconfig, libcroco, libdaemon, libdb, libdwarflib, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Restrictions à l'exportation et à l'importation

Le Logiciel peut contenir une cryptographie. L'utilisation du Logiciel par, ou son transfert à, des utilisateurs d'autres pays peut être interdit ou soumis à des lois, réglementations ou politiques en matière d'exportation ou d'importation, y compris les lois sur l'exportation et l'importation du Ministère du Commerce américain (U.S. Export Administration Regulations). Le Détenteur de la Licence s'engage formellement à respecter l'ensemble des lois, réglementations et politiques en vigueur relatives à l'importation, l'exportation ou l'utilisation du Logiciel, y compris, mais de façon non limitative, les restrictions en vigueur aux Etats-Unis relatives aux exportations et aux réexportations. La classification d'exportation de ce Logiciel est disponible à l'adresse suivante : <https://www.ibm.com/products/exporting/>.

Dispositions Générales relatives aux Redevances

Le terme "Port" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Un port est un circuit électronique qui accepte une puce processeur. Le terme "Serveur" désigne un ordinateur physique constitué d'unités de traitement, de mémoire et de fonctions d'entrée-sortie, et qui exécute les procédures, les commandes ou les applications demandées pour un ou plusieurs utilisateurs ou unités client. Lorsque les armoires, les boîtiers de lames ou tout autre matériel similaire est utilisé, chaque unité physique distincte (lame ou unité montée en armoire, par exemple) qui dispose des composants requis est considérée comme un serveur à part entière. Le Détenteur de la Licence doit acquérir un nombre suffisant d'Autorisations d'Utilisation pour chaque Port des serveurs mis à la disposition du Logiciel.

Pour définir le nombre d'Autorisations d'Utilisation requis pour l'installation ou l'utilisation du Logiciel par le Détenteur de la Licence, chaque Autorisation d'Utilisation obtenue permet d'utiliser le Logiciel sur jusqu'à deux (2) Ports du même serveur.

Dispositions particulières au Logiciel

1. Transfert du Logiciel - droits et obligations

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

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

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

l'Entreprise du Détenteur de la Licence met fin à son Autorisation d'Utilisation du Logiciel sur la machine à partir de laquelle l'Autorisation d'Utilisation du Logiciel a été transférée.

2. Services d'hébergement commerciaux

Nonobstant toute mention contraire dans le présent Contrat, IBM concède au Détenteur de la Licence un droit limité pour utiliser le Logiciel aux fins de fournir des Services d'Hébergement Commercial à ses clients ("Utilisateurs Finaux"). Les "Services d'Hébergement Commercial", dans le cadre du présent Contrat, sont définis en tant que ressources de traitement, de stockage, de réseaux et autres ressources fondamentales, fournies à un ou plusieurs Utilisateurs finaux, dans les limites de l'Utilisation Autorisée du Détenteur de la Licence.

Le Détenteur de la Licence peut autoriser ses Utilisateurs Finaux à interagir avec les Logiciels et à utiliser leurs fonctions. Le Détenteur de la Licence ne peut pas autoriser les Utilisateurs Finaux à lire, afficher, copier, transférer ou transmettre le code ou la documentation de tout Logiciel. Le Détenteur de la Licence est chargé de s'assurer que les Utilisateurs Finaux respectent les dispositions du Contrat. Le Détenteur de la Licence doit mettre en oeuvre toutes les mesures de contrôle adéquates en matière d'accès physique, de communications et d'accès logiciel pour empêcher les Utilisateurs Finaux de lire, d'afficher, de copier ou de transmettre le code ou la documentation des Logiciels. Le Détenteur de la Licence doit indiquer à l'Utilisateur Final que la Licence du Logiciel ne peut en aucun cas être transférée à l'Utilisateur Final. Le Détenteur de la Licence doit également indiquer à l'Utilisateur final que :

a. "SOUS RÉSERVE DE GARANTIES LÉGALES QUI NE PEUVENT ÊTRE EXCLUES, IBM NE FOURNIT AUCUNE GARANTIE, EXPLICITE OU IMPLICITE, CONCERNANT L'UTILISATION DU LOGICIEL, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, DES GARANTIES IMPLICITES EN MATIÈRE DE VALEUR MARCHANDE, D'APTITUDE À L'EXECUTION D'UN TRAVAIL DONNÉ, NI AUCUNE GARANTIE DE NON-CONTREFAÇON" ; et

b. IBM n'est en aucun cas responsable des pertes de bénéfices ou d'économies escomptées, dommages directs ou indirects, ou toute autre perte économique directe résultant de l'utilisation du Logiciel par l'Utilisateur Final, même si le Détenteur de la Licence ou IBM a été informé de la possibilité de tels dommages.

Sauf dans la mesure expressément spécifiée dans le présent document, le Détenteur de la Licence n'est en aucune façon autorisé à utiliser le Logiciel pour fournir des services informatiques commerciaux à une tierce partie. Le Détenteur de la Licence n'est pas autorisé à partager, louer ou concéder en sous-licence le Logiciel. Des droits supplémentaires pourront être concédés au Détenteur de la Licence sous réserve du

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LIZENZINFORMATION

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

Programmname: IBM PowerKVM, V2.1

Programmnummer: 5765-KVM

Gemäß der Beschreibung in den Internationalen Nutzungsbedingungen für Programmpakete ("IPLA") und dieser Lizenzinformation gewährt IBM dem Lizenznehmer ein beschränktes Recht zur Nutzung des Programms. Dieses Recht ist auf die Art der Nutzungsberechtigung, z. B. Prozessor-Value-Unit ("PVU") oder Value-Unit ("VU"), oder eine andere angegebene Nutzungsstufe beschränkt, für die der Lizenznehmer laut Berechtigungsnachweis (Proof of Entitlement = PoE) bezahlt hat. Die Nutzung des Lizenznehmers kann auf eine bestimmte Maschine beschränkt sein, ggf. darf er das Programm nur als Unterstützungsprogramm verwenden oder die Nutzung kann sonstigen Beschränkungen unterliegen. Da der Lizenznehmer nicht für den gesamten wirtschaftlichen Wert des Programms bezahlt hat, sind andere Nutzungsarten ohne Zahlung zusätzlicher Gebühren untersagt. Ferner ist der Lizenznehmer, wie in den IPLA festgelegt, nicht berechtigt, das Programm zur Bereitstellung kommerzieller IT-Services für Dritte, zur Bereitstellung kommerzieller Hosting-Services oder für kommerziell betriebenes Time-Sharing einzusetzen oder das Programm zu vermieten, zu verleasen oder Unterlizenzen für das Programm zu vergeben, sofern dies in den maßgeblichen Vereinbarungen, unter denen der Lizenznehmer die Berechtigungen zur Nutzung des Programms erworben hat, nicht ausdrücklich vorgesehen ist. Dem Lizenznehmer werden abhängig von der Zahlung zusätzlicher Gebühren oder unter abweichenden oder ergänzenden Bedingungen ggf. weitere Rechte eingeräumt. IBM behält sich das Recht vor, darüber zu entscheiden, ob dem Lizenznehmer weitere Rechte gewährt werden.

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

Separat lizenzierter Code

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

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

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

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

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

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

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

Diese Liste enthält den separat lizenzierten Code:

acl, als-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc,

bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronic, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewalld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hive, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynccn, libcap-ng, libcgroup, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, minigetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Export- und Importbeschränkungen

Dieses Programm kann Verschlüsselungstechnologie enthalten. Die Übertragung des Programms an andere Benutzer oder deren Verwendung des Programms ist möglicherweise untersagt oder unterliegt den Gesetzen, Verordnungen oder Bestimmungen für den Export oder Import, einschließlich der Export Administration Regulations (Exportkontrollbestimmungen) der Vereinigten Staaten. Der Lizenznehmer übernimmt die gesamte Verantwortung für die Einhaltung aller anwendbaren Gesetze, Verordnungen und Bestimmungen hinsichtlich des Exports, Imports oder der Verwendung dieses Programms, einschließlich der US-Beschränkungen, die für Exporte und Reexporte gelten. Die Exportklassifizierung dieses Programms kann über die folgende Adresse festgestellt werden: <https://www.ibm.com/products/exporting/>.

Allgemeine Bedingungen für Gebühren

"Socket" ist eine Maßeinheit für die Lizenzierung des Programms. Ein Socket (Sockel) ist elektronische Schaltlogik, die einen Prozessorchip integriert. Ein Server ist ein physischer Computer, der aus Verarbeitungseinheiten sowie Speicher und Ein-/Ausgabefunktionalität besteht und die angeforderten Prozeduren, Befehle oder Anwendungen für einen oder mehrere Benutzer oder Clienteinheiten ausführt. Werden Racks, Bladegehäuse oder ähnliche Bauteile verwendet, wird jede individuelle physische Einheit (z. B. ein Blade oder eine in einem Rack installierte Einheit), die aus den erforderlichen Komponenten besteht, als separater Server betrachtet. Der Lizenznehmer muss für jeden Socket, der dem Programm auf den Servern zur Verfügung steht, eine Berechtigung erwerben.

Bei der Bestimmung der Anzahl der Berechtigungen, die für die Installation oder Nutzung des Programms durch den Lizenznehmer erforderlich sind, ist zu berücksichtigen, dass das Programm für jede erworbene Berechtigung auf bis zu zwei (2) Sockets im selben Server verwendet werden darf.

Programmspezifische Bedingungen

1. Rechte und Pflichten bei der Programmübertragung

Die Bedingungen in Teil 1 - Allgemeine Bedingungen; Abschnitt 7.

Programmübertragung dieser Vereinbarung kommen nicht zur Anwendung und werden folgendermaßen ersetzt:

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

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

2. Kommerzielle Hosting-Services

Ungeachtet gegenteiliger Bestimmungen in dieser Vereinbarung erteilt IBM dem Lizenznehmer das beschränkte Recht zur Nutzung der Programme, um kommerzielle Hosting-Services für seine Kunden ("Endbenutzer") bereitzustellen. Für die Zwecke dieser Vereinbarung sind "kommerzielle Hosting-Services" als Verarbeitungs-, Speicher-, Netz- und sonstige wesentliche IT-Ressourcen definiert, die für einen einzelnen oder mehrere Endbenutzer bis zur berechtigten Nutzung des Lizenznehmers bereitgestellt werden.

Der Lizenznehmer darf seinen Endbenutzern die Interaktion mit den Programmen und die Nutzung der Programmfunktionen ermöglichen. Er darf den Endbenutzern nicht ermöglichen, den eigentlichen Code oder die Dokumentation der Programme zu lesen, anzuzeigen, zu kopieren, weiterzuleiten oder zu übertragen, und ist dafür verantwortlich, dass die Endbenutzer die Bedingungen der Vereinbarung einhalten. Der Lizenznehmer muss angemessene Kontrollen in Bezug auf den physischen Zugriff, die Übertragung und den Softwarezugriff implementieren, um zu verhindern, dass Endbenutzer den eigentlichen Programmcode oder die Dokumentation der Programme lesen, anzeigen, kopieren oder übertragen können. Der Lizenznehmer muss den Endbenutzer darauf hinweisen, dass die Lizenz für das Programm zu keinem Zeitpunkt an den Endbenutzer übertragen wird. Des Weiteren muss der Lizenznehmer die Endbenutzer auf Folgendes hinweisen:

a. "Vorbehaltlich einer gesetzlichen Gewährleistung, die nicht ausgeschlossen werden kann, gibt IBM im Hinblick auf die Nutzung des Programms keine ausdrücklichen oder stillschweigenden Gewährleistungen, insbesondere keine stillschweigenden Gewährleistungen für die Handelsüblichkeit, die Verwendungsfähigkeit für einen bestimmten Zweck oder die Freiheit von Rechten Dritter."

b. IBM übernimmt keine Haftung für entgangene Gewinne, ausgebliebene Einsparungen, beiläufige Schäden oder andere wirtschaftliche Folgeschäden, die aus der Nutzung des Programms durch den Endbenutzer entstehen, selbst wenn der Lizenznehmer oder IBM auf die Möglichkeit solcher Schäden hingewiesen wurde.

Sofern hierin nicht ausdrücklich darauf hingewiesen wird, ist der Lizenznehmer nicht berechtigt, das Programm anderweitig zur Bereitstellung kommerzieller IT-Services für Dritte einzusetzen, das Programm für Time-Sharing zu nutzen oder das Programm zu vermieten, zu verleasen oder Unterlizenzen für das Programm zu vergeben. Dem Lizenznehmer werden abhängig von der Zahlung zusätzlicher Gebühren oder unter abweichenden oder ergänzenden Bedingungen ggf. weitere Rechte eingeräumt. IBM behält sich das Recht vor, darüber zu entscheiden, ob dem Lizenznehmer weitere Rechte gewährt werden.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

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

Όνομα Προγράμματος: IBM PowerKVM, V2.1

Αριθμός Προγράμματος: 5765-KVM

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

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

Κώδικας με Χωριστή Άδεια Χρήσης

Οι διατάξεις αυτής της παραγράφου δεν ισχύουν στο βαθμό που θεωρούνται άκυρες ή μη εφαρμόσιμες βάσει του νόμου που διέπει την παρούσα άδεια χρήσης. Κάθε ένα από τα στοιχεία που περιλαμβάνονται στην παρακάτω λίστα θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης". Για τον Κώδικα της IBM με Χωριστή Άδεια Χρήσης χορηγείται άδεια χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων μίας ή περισσότερων αντίστοιχων συμβάσεων άδειας χρήσης με τρίτες εταιρείες όπως καθορίζονται στο (στα) αρχείο(-α) NON_IBM_LICENSE που συνοδεύει(-ουν) το Πρόγραμμα. Ανεξαρτήτως οποιωνδήποτε

όρων της Σύμβασης ή οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM, οι όροι της (των) εν λόγω σύμβασης(-εων) άδειας χρήσης τρίτου μέρους διέπουν τη χρήση όλου του Κώδικα με Χωριστή Άδεια Χρήσης από το Δικαιούχο Άδειας Χρήσης, εκτός εάν ορίζεται διαφορετικά παρακάτω.

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

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

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

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

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

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

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

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

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

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brltty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewall, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libccgroup, libconfig, libcroco, libdaemon, libdb, libdwf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Περιορισμοί Εξαγωγής και Εισαγωγής

Αυτό το Πρόγραμμα μπορεί να περιέχει μηχανισμούς κρυπτογράφησης. Η μεταβίβαση του Προγράμματος σε άλλους χρήστες ή η χρήση του Προγράμματος από άλλους χρήστες μπορεί να απαγορεύεται ή να υπόκειται σε νόμους, κανονισμούς ή πολιτικές περί εξαγωγών ή εισαγωγών, συμπεριλαμβανομένων των Κανονισμών Διαχείρισης Εξαγωγών (Export Administration Regulations) των Ηνωμένων Πολιτειών. Ο Δικαιούχος Άδειας

Χρήσης αναλαμβάνει κάθε ευθύνη για τη συμμόρφωση με όλους τους ισχύοντες νόμους, κανονισμούς και πολιτικές αναφορικά με την εξαγωγή, εισαγωγή ή χρήση αυτού του Προγράμματος, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, των περιορισμών που τίθενται στις Ηνωμένες Πολιτείες σε εξαγωγές ή επανεξαγωγές. Για να πληροφορηθείτε τον κωδικό κατηγορίας εξαγωγής (export classification) για αυτό το Πρόγραμμα, ανατρέξτε στην ακόλουθη ιστοσελίδα: <https://www.ibm.com/products/exporting/>.

Γενικοί Όροι Χρέωσης

Υποδοχή (Socket) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Υποδοχή είναι το ηλεκτρονικό κύκλωμα που υποδέχεται ένα ολοκληρωμένο κύκλωμα (chip) επεξεργαστή. Εξυπηρετητής είναι ένας φυσικός υπολογιστής που αποτελείται από μονάδες επεξεργασίας, μνήμη και δυνατότητες εισόδου/εξόδου πληροφοριών (I/O) και εκτελεί ζητούμενες διαδικασίες, εντολές ή εφαρμογές για έναν ή περισσότερους χρήστες ή συσκευές πελάτη (client devices). Όταν χρησιμοποιούνται ικρίωματα (racks), περιβλήματα blades (blade enclosures) ή άλλος παρόμοιος εξοπλισμός, κάθε μεμονωμένη φυσική συσκευή (π.χ. κάθε blade ή κάθε συσκευή που έχει τοποθετηθεί σε ικρίωμα) η οποία έχει τα απαιτούμενα στοιχεία θεωρείται χωριστός εξυπηρετητής. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης για κάθε Υποδοχή στους εξυπηρετητές που καθίστανται διαθέσιμοι στο Πρόγραμμα.

Κατά τον προσδιορισμό του αριθμού δικαιωμάτων που απαιτούνται για την εγκατάσταση ή χρήση του Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης, κάθε δικαίωμα χρήσης που αποκτήθηκε από το Δικαιούχο Άδειας Χρήσης του επιτρέπει να χρησιμοποιεί το Πρόγραμμα σε δύο (2) το πολύ Υποδοχές (Sockets) στον ίδιο εξυπηρετητή.

Όροι για το Συγκεκριμένο Πρόγραμμα

1. Μεταβίβαση Δικαιωμάτων και Υποχρεώσεων αναφορικά με το Πρόγραμμα

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

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

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

2. Εμπορικές Υπηρεσίες "Φιλοξενίας"

Παρά τα όσα προβλέπονται περί του αντιθέτου στην παρούσα Σύμβαση, η IBM παραχωρεί στο Δικαιούχο Άδειας Χρήσης τον περιορισμένο δικαίωμα να χρησιμοποιεί τα Προγράμματα για την παροχή Εμπορικών Υπηρεσιών Φιλοξενίας στους πελάτες του ("Τελικοί Χρήστες"). Οι "Εμπορικές Υπηρεσίες Φιλοξενίας" (Commercial Hosting Services), για τους σκοπούς της παρούσας Σύμβασης, ορίζονται ως η παροχή πόρων επεξεργασίας, αποθήκευσης, δικτύωσης και άλλων βασικών υπολογιστικών πόρων σε έναν ή περισσότερους Τελικούς Χρήστες, μέχρι το επίπεδο Εξουσιοδοτημένης Χρήσης του Δικαιούχου Άδειας Χρήσης.

Ο Δικαιούχος Άδειας Χρήσης μπορεί να επιτρέπει στους Τελικούς Χρήστες του να αποκτούν πρόσβαση στα Προγράμματα και να χρησιμοποιούν τις λειτουργίες τους. Ο Δικαιούχος Άδειας Χρήσης δεν μπορεί να επιτρέπει στον Τελικό Χρήστη να διαβάσει, να εμφανίζει σε οθόνη, να αντιγράφει, να μεταφέρει ή να μεταδίδει τον κώδικα ή την τεκμηρίωση οποιουδήποτε Προγράμματος. Ο Δικαιούχος Άδειας Χρήσης είναι υπεύθυνος για τη συμμόρφωση του Τελικού Χρήστη με τους όρους της Σύμβασης. Ο Δικαιούχος Άδειας Χρήσης θα εφαρμόσει επαρκείς μηχανισμούς ελέγχου για τη φυσική πρόσβαση, την επικοινωνία και την πρόσβαση μέσω λογισμικού, προκειμένου να εμποδίζεται η ανάγνωση, εμφάνιση σε οθόνη, αντιγραφή ή μετάδοση του κώδικα ή της τεκμηρίωσης των Προγραμμάτων από τον Τελικό Χρήστη. Ο Δικαιούχος Άδειας Χρήσης θα ειδοποιεί τον Τελικό Χρήστη ότι σε καμία περίπτωση δεν γίνεται μεταβίβαση της άδειας χρήσης του Προγράμματος στον Τελικό Χρήστη. Ο Δικαιούχος Άδειας Χρήσης θα ειδοποιεί τον Τελικό Χρήστη επίσης ότι:

α. "ΠΕΡΑΝ ΤΩΝ ΠΡΟΒΛΕΠΟΜΕΝΩΝ ΑΠΟ ΤΟ ΝΟΜΟ ΕΓΓΥΗΣΕΩΝ Ο ΑΠΟΚΛΕΙΣΜΟΣ ΤΩΝ ΟΠΟΙΩΝ ΔΕΝ ΕΙΝΑΙ ΔΥΝΑΤΟΣ, Η IBM ΔΕΝ ΠΑΡΕΧΕΙ ΕΓΓΥΗΣΕΙΣ Ή ΥΠΟΣΧΕΣΕΙΣ, ΟΥΤΕ ΡΗΤΕΣ ΟΥΤΕ ΣΙΩΠΗΡΕΣ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΗ ΧΡΗΣΗ ΤΟΥ ΠΡΟΓΡΑΜΜΑΤΟΣ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ Ή ΥΠΟΣΧΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ, ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟ ΣΚΟΠΟ ΚΑΙ ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ ΤΡΙΤΩΝ", και

β. Η IBM δεν φέρει ευθύνη για οποιαδήποτε διαφυγόντα κέρδη, διαφυγούσες οικονομίες ή παρεπόμενες ή άλλες οικονομικές αποθετικές ζημιές που απορρέουν από τη χρήση του Προγράμματος από τον Τελικό Χρήστη, ακόμα και εάν ο Δικαιούχος Άδειας Χρήσης ή η IBM έχουν ενημερωθεί για την πιθανότητα να προκύψουν τέτοιες ζημιές.

Με την εξαίρεση των όσων προβλέπονται ρητώς στην παρούσα, ο Δικαιούχος Άδειας Χρήσης δεν είναι κατά άλλον τρόπο εξουσιοδοτημένος να χρησιμοποιεί το Πρόγραμμα για την παροχή εμπορικών υπηρεσιών πληροφορικής σε οποιοδήποτε τρίτο μέρος. Ο Δικαιούχος Άδειας Χρήσης δεν είναι εξουσιοδοτημένος να προβαίνει στο χρονικό καταμερισμό (timesharing), ενοικίαση ή εκμίσθωση του Προγράμματος ή στη χορήγηση περαιτέρω αδειών χρήσης του Προγράμματος. Μπορεί να διατίθενται πρόσθετα δικαιώματα στο Δικαιούχο Άδειας Χρήσης υπό την προϋπόθεση της καταβολής πρόσθετων χρεώσεων ή βάσει διαφορετικών ή συμπληρωματικών όρων. Η IBM διατηρεί το δικαίωμα να καθορίσει αν τα εν λόγω πρόσθετα δικαιώματα θα καθίστανται διαθέσιμα στο Δικαιούχο Άδειας Χρήσης.

INFORMASI LISENSI

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

Nama Program: IBM PowerKVM, V2.1

Nomor Program: 5765-KVM

Sebagaimana dijelaskan dalam Perjanjian Lisensi Program Internasional (International Program License Agreement/"IPLA") dan Informasi Lisensi ini, IBM memberikan kepada Pemegang lisensi, suatu hak terbatas atas penggunaan Program. Hak ini terbatas pada tinggah Penggunaan yang Sah, seperti Unit Nilai Prosesor (Processor Value Unit/"PVU"), Unit Nilai (Value Unit/"VU"), atau tingkat lain yang ditetapkan, dibayarkan oleh Pemegang Lisensi sebagai Bukti dalam Bukti Kepemilikan. Penggunaan Pemegang Lisensi juga dapat dibatasi pada mesin tertentu, atau hanya sebagai Program Pendukung, atau tunduk kepada pembatasan lainnya. Jika Pemegang Lisensi tidak membayar untuk semua nilai ekonomis dari Program, tidak ada penggunaan lain yang diijinkan tanpa pembayaran biaya tambahan. Selain itu, sebagaimana dinyatakan dalam IPLA, Pemegang Lisensi tidak berhak menggunakan Program untuk memberikan layanan TI komersil kepada pihak ketiga, untuk memberikan hosting atau timesharing komersil, atau untuk mensub-lisensikan, menyewakan, atau meminjamkan Program kecuali dinyatakan secara jelas dalam perjanjian yang berlaku di mana Pemegang Lisensi memperoleh kewenangan untuk menggunakan Program. Hak tambahan dapat diberikan kepada Pemegang Lisensi sesuai dengan pembayaran biaya tambahan atau sesuai dengan syarat tambahan atau syarat berbeda. IBM berhak untuk menentukan apakah akan memberikan hak tambahan tersebut kepada Pemegang Lisensi atau tidak.

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

Kode Berlisensi Terpisah

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

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

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

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

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

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

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

Berikut ini adalah Kode Berlisensi Terpisah:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewalld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hive, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynccn, libcap-ng, libcgroup, libconfig, libcroco, libdaemon, libdb, libdw, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnfs, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusb, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Pembatasan Ekspor dan Impor

Program ini dapat berisi kriptografi. Transfer ke, atau penggunaan oleh, para pengguna Program dapat dilarang atau tunduk kepada undang-undang, peraturan atau kebijakan ekspor atau impor, termasuk undang-undang, peraturan atau kebijakan ekspor dan impor Peraturan Administrasi Ekspor Amerika Serikat (United States Export Administration Regulations). Pemegang Lisensi menerima semua tanggung jawab untuk mematuhi semua undang-undang, peraturan, dan kebijakan

yang berlaku terkait dengan ekspor, impor atau penggunaan Program ini, termasuk tetapi tidak terbatas pada, pembatasan-pembatasan tentang ekspor dan ekspor ulang di A.S. Untuk mendapatkan klasifikasi ekspor dari Program ini, lihat: <https://www.ibm.com/products/exporting/>.

Syarat-syarat Umum Pengenaan Biaya

Soket adalah unit ukuran yang olehnya Program dapat diberi lisensi. Soket adalah sirkuit elektronik yang menerima keping prosesor (processor chip). Server adalah komputer dalam bentuk fisik yang terdiri atas unit-unit pemrosesan, memori, dan kemampuan-kemampuan input/output dan yang menjalankan prosedur-prosedur, perintah-perintah atau aplikasi-aplikasi yang diminta untuk seorang atau beberapa orang pengguna atau untuk sebuah atau beberapa perangkat client. Apabila rak, blade enclosure, atau peralatan serupa lainnya sedang dijalankan, masing-masing alat dalam bentuk fisik yang dapat dipisahkan (sebagai contoh, blade atau alat yang tersusun dalam rak) yang memiliki komponen-komponen yang diperlukan menganggap dirinya sebagai server yang terpisah. Pemegang Lisensi harus memperoleh kepemilikan untuk setiap Soket pada setiap server fisik yang disediakan untuk Program.

Pada saat menentukan jumlah kepemilikan yang diperlukan untuk pemasangan atau penggunaan Program oleh Pemegang Lisensi, masing-masing kepemilikan yang diperoleh memungkinkan Program untuk digunakan hingga dalam dua (2) Soket pada server yang sama.

Syarat-syarat unik Program

1. Transfer Hak dan Kewajiban Program

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

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

Apabila kepemilikan Program dipindahkan ke mesin lainnya di dalam Perusahaan Pemegang Lisensi, penggunaan Program harus tetap diatur oleh Perjanjian ini. Apabila Pemegang Lisensi ingin menggunakan kepemilikan Program pada mesin yang berbeda di dalam Perusahaan Pemegang Lisensi dengan kepemilikan yang berbeda atau lebih besar daripada mesin aslinya, maka Pemegang Lisensi harus

mendapatkan kepemilikan yang tepat dari IBM atau pengecernya yang sah dan harus memperbarui kepemilikan Pemegang Lisensi atas pemeliharaan dan dukungan perangkat lunak untuk Program tersebut. Transfer kepemilikan Program ke mesin lainnya di dalam Perusahaan Pemegang Lisensi mengakhiri hak Pemegang Lisensi untuk menggunakan Program pada mesin dari mana kepemilikan Program telah ditransfer.

2. Layanan Penyelenggaraan Komersial

Meskipun terdapat ketentuan lain yang menetapkan sebaliknya dalam Perjanjian ini, IBM memberikan kepada Pemegang Lisensi hak untuk dapat menggunakan Programs untuk menyediakan Layanan Penyelenggaraan Komersial kepada kliennya ("Pengguna Akhir"). "Layanan Penyelenggaraan Komersial", untuk tujuan Perjanjian ini, didefinisikan sebagai pemrosesan, penyimpanan, jaringan, dan sumber komputer fundamental lainnya, yang diberikan kepada seorang atau beberapa Pengguna Akhir, sampai dengan Penggunaan yang Sah Pemegang Lisensi.

Pemegang Lisensi dapat mengizinkan Pengguna Akhirnya untuk berinteraksi dengan Program dan menggunakan fungsinya. Pemegang Lisensi tidak mengizinkan Pengguna Akhir untuk membaca, menampilkan, menyalin, memindahkan, atau mengirimkan kode aktual atau dokumentasi dari program manapun. Pemegang Lisensi bertanggung jawab atas kepatuhan Pengguna Akhir terhadap syarat-syarat Perjanjian ini. Pemegang Lisensi akan memberlakukan pengawasan yang memadai pada akses fisik, komunikasi dan akses perangkat lunak untuk mencegah Pengguna Akhir dari membaca, menampilkan, menyalin, memindahkan, atau mengirimkan kode aktual atau dokumentasi dari Program tersebut. Pemegang Lisensi harus memberitahu Pengguna Akhir bahwa kapan pun lisensi Program tidak boleh ditransfer ke Pengguna Akhir; Pemegang Lisensi harus menyampaikan kepada Pengguna Akhir bahwa:

a. "DENGAN TUNDUK KEPADA SETIAP JAMINAN YANG DIDASARKAN PADA UNDANG-UNDANG YANG TIDAK DAPAT DIKECUALIKAN, IBM TIDAK MEMBUAT JAMINAN ATAU KETENTUAN APA PUN, SECARA TEGAS ATAU TERSIRAT, YANG TERKAIT DENGAN PENGGUNAAN PROGRAM, TERMASUK, TETAPI TIDAK TERBATAS PADA, JAMINAN-JAMINAN ATAU KETENTUAN-KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN, KESESUAIAN UNTUK TUJUAN TERTENTU, DAN TIDAK ADANYA PELANGGARAN"; dan

b. IBM tidak bertanggung jawab atas setiap hilangnya laba atau simpanan atau setiap ganti rugi tambahan atau ganti rugi sebab-akibat ekonomis lainnya yang diakibatkan oleh penggunaan Program oleh Pengguna Akhir, bahkan apabila Pemegang Lisensi atau IBM telah diberitahu tentang kemungkinan adanya ganti rugi tersebut.

Kecuali dinyatakan secara tegas di sini, Pemegang Lisensi tidak berwenang untuk menggunakan Program untuk memberikan layanan TI komersil kepada pihak ketiga mana pun. Pemegang Lisensi tidak berwenang untuk membagi waktu, menyewakan, meminjamkan atau mensublisensikan Program tersebut. Hak tambahan dapat diberikan kepada Pemegang Lisensi sesuai dengan pembayaran biaya tambahan atau sesuai dengan syarat tambahan atau syarat berbeda. IBM berhak untuk menentukan apakah akan memberikan hak tambahan tersebut kepada Pemegang Lisensi atau tidak.

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Nome Programma: IBM PowerKVM, V2.1

Numero Programma: 5765-KVM

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gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hive, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynclib, libcap-ng, libcggroup, libconfig, libcroco, libdaemon, libdb, libdw, libelf, libe, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnsl, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusb, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lvsd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, minigetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pyobject2, pyobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Limitazioni sull'esportazione e importazione

Questo Programma può contenere crittografia. Il trasferimento o l'utilizzo da parte di utenti del Programma può essere vietato o soggetto a leggi, normative o politiche sull'esportazione o l'importazione, relative a quelle delle Normative Amministrative sull'Esportazione degli Stati Uniti. Il licenziatario si assume tutta la responsabilità nell'osservare tutte le leggi applicabili, le normative e le politiche relative all'esportazione, all'importazione o all'utilizzo di questo Programma, incluse, ad esempio, le limitazioni del Governo degli Stati Uniti sulle esportazioni o ri-esportazioni. Per ottenere la classificazione di esportazione di questo Programma su: <https://www.ibm.com/products/exporting/>.

Disposizioni generali relative ai canoni

Il Socket è un'unità di misura per cui il Programma può essere concesso in licenza. Un Socket è un circuito elettronico che accetta un chip del processore. Un server è un computer fisico che comprende unità di elaborazione, memoria e capacità di input/output e che esegue le procedure, i comandi o le applicazioni richieste per uno o più utenti o dispositivi client. Quando sono utilizzati rack, blade enclosure o altre apparecchiature simili, ogni dispositivo fisico separabile ad esempio, un blade o

un dispositivo montato su rack) che ha le componenti richieste è considerato un Server a parte. Il licenziatario deve ottenere titolarità per ciascun Socket sui server reso disponibile per il Programma.

Nel determinare il numero di titolarità necessarie per l'installazione o l'utilizzo del Programma da parte del licenziatario, ciascuna titolarità acquisita consente di utilizzare il Programma fino a un massimo di due (2) Socket sullo stesso server.

Disposizioni specifiche al Programma

1. Trasferimento di Diritti e Obblighi del Programma

Le clausole della Parte 1- Clausole Generali; sezione 7. Trasferimento del Programma di questo Accordo non sono applicabili e sono sostituite da quanto segue:

Al licenziatario non è consentito trasferire il Programma a terze parti. Il licenziatario può trasferire la titolarità al Programma, in base alla Prova di Titorialità del licenziatario, ad un'altra macchina all'interno del proprio gruppo aziendale. Per Gruppo aziendale si intende qualunque ente giuridico (inclusi individui, società, imprese) e le sue filiali. Per filiale si intende qualunque ente giuridico posseduto o controllato, direttamente o indirettamente, dal gruppo aziendale che ne detiene più del 50% dei voti o se non dei voti, del potere decisionale.

Se la titolarità al Programma è spostata su un'altra macchina all'interno del proprio gruppo aziendale, l'utilizzo del Programma sarà regolato dal presente Accordo. Nel caso in cui il licenziatario desideri utilizzare la titolarità al Programma su una macchina diversa all'interno del proprio gruppo aziendale con un numero maggiore o diverso di titolarità diverso dalla macchina originale, allora dovrà ottenere una titolarità appropriata da IBM o dal suo rivenditore autorizzato ed aggiornare la propria titolarità a qualsiasi manutenzione e supporto software per tale Programma. Il trasferimento della titolarità al Programma su un'altra macchina all'interno del gruppo aziendale del licenziatario porrà termine alla propria autorizzazione di utilizzo della titolarità al Programma sulla macchina da cui il Programma è stato trasferito.

2. Servizi di Hosting Commerciale

Fatto salvo quanto diversamente stabilito nel presente Accordo, IBM concede al Licenziatario il diritto limitato di utilizzare i Programmi per fornire Servizi di Hosting Commerciale Services ai suoi clienti ("Utenti finali"). Per "Servizi di Hosting Commerciale", ai sensi di questo Accordo, si intende elaborazione, storage, reti ed altre risorse fondamentali, fornite ad uno o più Utenti Finali, fino all'Utilizzo autorizzato del Licenziatario.

Il Licenziatario è in grado di consentire ai relativi Utenti finali di interagire con i Programmi e di utilizzare le relative funzioni. Il Licenziatario può non consentire

all'Utente finale di leggere, visualizzare, copiare, trasferire o trasmettere il codice effettivo o documentazioni di qualsiasi Programma. Il Licenziatario è responsabile della conformità dell'Utente finale con le clausole dell'Accordo. Il Licenziatario deve effettuare dei controlli adeguati sugli accessi fisici, sulle comunicazioni e sull'accesso software per evitare che l'Utente finale legga, visualizzi, copi o trasmetta il codice effettivo o la documentazione dei Programmi. Il Licenziatario deve comunicare all'Utente finale che in nessun caso la licenza per il Programma viene trasferita all'Utente finale. Il Licenziatario deve inoltre comunicare all'Utente finale che:

a. "FATTE SALVE LE GARANZIE INDEROGABILI DI LEGGE, IBM NON FORNISCE GARANZIE O DICHIARAZIONI, ESPRESSE O IMPLICITE, INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE O CONDIZIONI IMPLICITE DI COMMERCIALIZZABILITÀ O IDONEITÀ PER UNO SCOPO PARTICOLARE, INCLUSE LE GARANZIE DI FUNZIONAMENTO ININTERROTTO"; e

b. IBM non è responsabile per danni diretti, indiretti, perdita di profitti, mancati risparmi o qualsiasi altro danno economico derivante dall'utilizzo da parte dell'Utente finale del Programma, anche se il Licenziatario o l'IBM siano stati avvisati del possibile verificarsi di tali danni.

Ad eccezione di quanto espressamente dichiarato nel presente documento, il Licenziatario non è altrimenti autorizzato ad utilizzare il Programma per fornire servizi IT commerciali a terze parti. Il Licenziatario non autorizzato a condividere, affittare, concedere in noleggio o in subconcessione il Programma. Il licenziatario può ottenere altri diritti a seguito del pagamento di canoni aggiuntivi o in base a clausole diverse o supplementari. IBM si riserva il diritto di determinare se tali diritti aggiuntivi possano essere disponibili per il licenziatario.

ライセンス情報

以下に表示されている「プログラム」には、IBM プログラムのご使用条件 (IBM 資料番号 Z125-3301-14)および次の追加条件に基づいて使用権が許諾されます。

プログラム名: IBM PowerKVM, V2.1

プログラム番号: 5765-KVM

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

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

別途使用許諾されるコード

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

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

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

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

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

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

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以下は、別途使用許諾されるコードです。

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronic, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoc-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils,

perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

輸出入に関する制限

本「プログラム」には、暗号化機能が含まれています。「プログラム」のユーザーへの移転またはユーザーによる使用は、米国の輸出管理規則を含めた輸出入関連法令および政策によって禁止される場合があります、また、それらの定めに従う必要があることをご承知おきください。 ライセンシーは、米国の輸出または再輸出規制を含め（これに限るものではありません。）、「プログラム」の輸出、輸入、または使用に関するすべての適用法令および政策を遵守する責任を負うものとします。 この「プログラム」の輸出分類については、 <https://www.ibm.com/products/exporting/> を参照してください。

料金の一般規定

ソケットは、「プログラム」が使用許諾される際の算定単位です。 ソケットとは、プロセッサ・チップを受け入れる電子回路をいいます。 サーバーとは、処理装置、メモリおよび入出力機能から構成され、1 人もしくは複数のユーザー、もしくは 1 つまたは複数のクライアント・デバイスが要求するプロシージャ、コマンドまたはアプリケーションを実行する物理コンピューターをいいます。 ラック、ブレード筐体、または他の類似の装置が使用されている場合、必要なコンポーネントを持つ分離可能な各物理デバイス（例えば、ブレードまたはラック・マウントのデバイス）は、それ自体が個別のサーバーと見なされます。 ライセンシーは、「プログラム」が使用可能なサーバー上のソケットごとに使用権を取得するものとします。

ライセンシーの「プログラム」の導入または使用に必要な使用権の数を決定する際には、取得した使用権ごとに、同じサーバー上の最大 2 つまでのソケット上で「プログラム」を使用することが許可されることを考慮するものとします。

特記事項

1. 「プログラム」に対する権利および義務の移転

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

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

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

2. コマーシャル・ホスティング・サービス

本契約のこれと異なる定めにかかわらず、IBM はライセンシーに対し、ライセンシーのクライアント（以下「エンド・ユーザー」といいます。）にコマーシャル・ホスティング・サービスを提供する目的で「プログラム」を使用する制限付き使用権を付与します。本契約において、コマーシャル・ホスティング・サービスは、ライセンシーの使用許諾により、単一または複数のエンド・ユーザーに提供されたプロセッシング、ストレージ、ネットワークおよびその他の基本的コンピューター・リソースとして定義されます。

ライセンシーはそのエンド・ユーザーに、「プログラム」への接触およびその機能の使用を許可することができます。ライセンシーはエンド・ユーザーに、任意の「プログラム」の読み取り、表示、複製、移転、もしくはコードまたはドキュメンテーションの送信を許可することはできません。ライセンシーは、エンド・ユーザーが、使用条件の条項を順守することについて責任を負うものとします。ライセンシーは、物理的アクセス、公益/情報通信、およびソフトウェア・アクセスへの適切な制御を実行して、エンド・ユーザーの「プログラム」におけるドキュメンテーションあるいはコードの読み取り、表示、複製、移転、または送信を阻止するものとします。ライセンシーは、「プログラム」の使用権は決してエンド・ユーザーに譲渡されないことをエンド・ユーザーに通知するものとします。ライセンシーは、以下についてもエンド・ユーザーに通知するものとします。

a. 「強行法規がある場合を除き、「プログラム」の使用に関し、IBM は、第三者の権利の不侵害の保証、商品性の保証、特定目的適合性の保証を含む明示もしくは黙示のいかなる保証責任も負わないものとする」

b. IBM は、ライセンシー、または IBM の予見の有無を問わず、「プログラム」のエンド・ユーザーの使用により発生した逸失利益、節約すべかりし費用、または付随的損害もしくは経済的拡大損害について一切責任を負わないこと。

本書に明示されている場合を除き、ライセンシーは、いかなる第三者にも「プログラム」を使用して営利目的の IT サービスを提供することはできません。ライセンシーは、「プログラム」のタイム・シェア、賃貸、リース、またはサブライセンスを許諾することはできません。追加の権利は、ライセンシーによる追加料金の支払い、もしくは別または補足の条件に基づき利用可能となります。IBM は、ライセンシーがかかる追加の権利を利用できるか決定する権限を有するものとします。

라이선스 정보

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

프로그램 이름: IBM PowerKVM, V2.1

프로그램 번호: 5765-KVM

국제 프로그램 라이선스 계약("IPLA")과 본 라이선스 정보에서 설명한 바와 같이, IBM은 라이선스 사용자에게 본 프로그램을 사용할 수 있는 제한적인 권리를 부여합니다. 이러한 권리는 프로세서 뱃류 유닛("PVU"), 뱃류 유닛("VU") 등 허가된 사용(Authorized Use) 레벨이나 라이선스 증서에 명시된 대로 라이선스 사용자가 지불한 기타 지정된 사용 레벨로 제한됩니다. 라이선스 사용자의 사용은 지정된 기계로 제한되거나 보조 프로그램으로만 사용하도록 제한되거나 다른 제한사항에 의해 제한될 수도 있습니다. 라이선스 사용자는 본 프로그램의 경제적 가치를 모두 지불하지 않았으므로 추가 사용료를 지불하지 않으면 기타 다른 사용이 허용되지 않습니다. 또한 IPLA에서 명시한 바와 같이, 라이선스 사용자는 본 프로그램에 대한 사용 권한을 취득한 증거 계약에서 구체적으로 명시하지 않는 한, 본 프로그램을 사용하여 상업용 IT 서비스를 제3자에게 제공하거나 상업용 호스팅 또는 시분할을 제공하거나 본 프로그램을 재라이선스, 임대 또는 리스할 수 없습니다. 추가 사용료를 지불한 경우 또는 다른 조항이나 보충 조항에 의거하여, 라이선스 사용자에게 추가적인 권리가 제공될 수 있습니다. IBM은 라이선스 사용자에게 이러한 추가적인 권리를 부여할지 여부를 결정하는 권리를 보유합니다.

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

별도로 라이선스가 부여된 코드

본 조항의 규정은 본 라이선스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 나열된 각 구성요소는 "별도로 라이선스가 부여된 코드"로 간주됩니다. IBM은 라이선스 사용자에게 본 프로그램의 NON_IBM_LICENSE 파일에서 명시한 해당 제3자 라이선스 계약의 조항에 의거하여 별도로 라이선스가 부여된 코드를 제공합니다. 본 계약 또는 라이선스 사용자와 IBM 간의 기타 모든 계약의 조항에도 불구하고, 아래에서 달리 명시하지 않는 한 별도로 라이선스가 부여된 코드의 사용에 대해서는 이러한 제3자 라이선스 계약의 조항이 적용됩니다.

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

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

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

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

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

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

다음은 별도로 라이선스가 부여된 코드입니다.

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwaf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceolog, libsndfile, libthai, libusb, libusb, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceolog, stools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos,

squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

수출입 제한사항

본 프로그램에는 암호가 포함되어 있습니다. 본 프로그램의 사용자에게 대한 양도 또는 해당 사용자에게 의한 본 프로그램의 사용은 금지되어 있거나 수출입 법률 또는 관련 규정이나 정책(미국 수출 관리 규정 포함)에 준하여 수행될 수 있습니다. 미국 수출입 제한사항을 포함하여(단, 이에 한하지 않음) 본 프로그램의 사용, 수출 또는 수입에 관한 모든 법률, 규정 및 정책을 준수해야 할 책임은 라이선스 사용자에게 있습니다. 본 프로그램의 수출 품목 분류는 <https://www.ibm.com/products/exporting/> 를 참조하십시오.

일반 요금 조항

소켓은 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 소켓이란 프로세서 칩을 채택한 전자 회로를 의미합니다. 서버는 프로세싱 유닛, 메모리 및 입/출력 기능으로 구성되고 하나 이상의 사용자나 클라이언트 디바이스에 대해 요청된 프로시저, 명령 또는 애플리케이션을 실행하는 물리적 컴퓨터입니다. 랙, 블레이드 엔클로저 또는 기타 유사한 장치를 사용하는 경우, 필수 구성요소가 포함된 분리 가능한 각 물리적 디바이스(예: 블레이드, 랙 마운트 디바이스 등)는 그 자체가 개별적인 하나의 서버로 간주됩니다. 라이선스 사용자는 본 프로그램에 제공되는 서버의 각 소켓에 대한 권한을 취득해야 합니다.

라이선스 사용자가 본 프로그램을 설치하거나 사용하는 데 필요한 권한의 범위: 취득한 각 권한으로 하나의 동일한 서버에서 최대 2개의 소켓에 본 프로그램을 사용할 수 있습니다.

프로그램 고위 조항

1. 프로그램 권리 및 의무의 이전

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

본 계약의 제 1 부 - 일반 조항 7. 프로그램 양도 조항은 적용되지 않으며 다음 조항으로 대체됩니다. 라이선스 사용자는 본 프로그램을 제3자에게 양도할 수 없습니다. 라이선스 사용자는 라이선스 증서에 의거하여 자신의 기업집단 내에서 본 프로그램 권한을 다른 기제로 이동할 수 있습니다. 기업집단이란 법인(개인, 파트너십 또는 기업 포함) 및 해당 법인의 계열사를 말합니다. 계열사란, 의결권주(voting stock), 혹은 의결권이 없는 경우 의결권(decision-making power)의 50%를 초과하는 부분을 기업집단이 소유하거나, 기업집단이 이를 직접 또는 간접적으로 지배하는 법인을 말합니다.

본 프로그램 권한을 라이선스 사용자의 기업집단 내에서 다른 기제로 이동해도 본 계약은 프로그램 사용에 대하여 계속 적용됩니다. 라이선스 사용자가 원래 기제보다 더 많거나 상이한 권한이 있는 라이선스 사용자의 기업집단 내의 다른 기제에서 본 프로그램 권한을 사용하고자 하는 경우, 라이선스 사용자는 IBM이나 인가된 리셀러로부터 필요한 권한을 취득해야 하고, 그러한 프로그램에 대한 소프트웨어 유지보수 및 지원 서비스에 대한 라이선스 사용자의 권한을 업데이트해야 함

니다. 라이선스 사용자의 기업집단 내에서 본 프로그램 권한을 다른 기계로 이전하는 경우, 본 프로그램 권한이 있던 기존의 기계에서 본 프로그램을 사용할 수 있는 라이선스 사용자의 권한은 해지됩니다.

2. 상업 호스팅 서비스

본 계약의 상반되는 조항에도 불구하고, IBM은 라이선스 사용자에게 본 프로그램을 사용하여 라이선스 사용자의 고객(이하 "최종 사용자")을 위한 상업용 호스팅 서비스를 제공할 수 있는 제한적인 권리를 부여합니다. 본 계약의 목적상, "상업용 호스팅 서비스"란 라이선스 사용자의 허가된 사용 범위 내에서 단일 또는 다수의 최종 사용자에게 제공되는 프로세싱, 스토리지, 네트워크 및 기타 기본 컴퓨팅 자원을 의미합니다.

라이선스 사용자는 자신의 최종 사용자가 본 프로그램과 상호작용하고 프로그램 기능을 사용하는 것을 허용할 수 있습니다. 그러나 최종 사용자가 프로그램의 실제 코드나 문서를 읽기, 표시, 복사, 양도 또는 전송하는 것은 허용하지 않습니다. 라이선스 사용자는 최종 사용자가 본 계약의 조항을 준수하도록 할 책임이 있습니다. 라이선스 사용자는 최종 사용자가 본 프로그램의 실제 코드나 문서를 읽기, 표시, 복사 또는 전송할 수 없도록 물리적 액세스, 통신 및 소프트웨어 액세스에 대한 적절한 제어를 구현해야 합니다. 라이선스 사용자는 어떠한 경우에도 본 프로그램에 대한 라이선스를 최종 사용자에게 양도할 수 없다는 점을 최종 사용자에게 알려야 합니다. 또한 다음 사항도 최종 사용자에게 알려야 합니다.

a. "강행 법규에 의한 보증은 제외하고, IBM은 본 프로그램의 사용에 대해 상품성, 특정 목적에의 적합성 및 타인의 권리 침해에 대한 묵시적 보증이나 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증이나 조건을 제공하지 않습니다. "

b. IBM은 최종 사용자가 본 프로그램을 사용함으로써 발생한 기대했던 수익, 비용 절감이 실현되지 못하여 발생하는 손해, 부수적 손해 또는 기타 경제적인 결과적 손해에 대해 이와 같은 손해의 발생 가능성을 라이선스 사용자 또는 IBM이 통지 받은 경우라도 일체 책임을 지지 않습니다.

본 계약에서 구체적으로 언급한 경우는 제외하고, 라이선스 사용자는 본 프로그램을 사용하여 상업용 IT 서비스를 제3자에게 제공할 수 없습니다. 라이선스 사용자는 본 프로그램을 시분할, 대여, 리스 또는 재라이선스를 부여할 수 없습니다. 추가 사용료를 지불한 경우 또는 다른 조항이나 보충 조항에 의거하여, 라이선스 사용자에게 추가적인 권리가 제공될 수 있습니다. IBM은 라이선스 사용자에게 이러한 추가적인 권리를 부여할지 여부를 결정하는 권리를 보유합니다.

LICENCIJOS INFORMACIJA

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

Programos pavadinimas: IBM PowerKVM, V2.1

Programos numeris: 5765-KVM

Kaip nurodyta Tarptautinėje programos licencinėje sutartyje (IPLA) ir šioje Licencijos informacijoje, IBM suteikia licenciatui ribotą teisę naudoti Programą. Ši teisė apsiriboja Įgaliojimo naudojimo lygiu, pvz., Procesoriaus vertės vieneto (PVV), Vertės vieneto (VV) ar kitu nurodytu naudojimo lygiu, apmokamu Licenciatui ir nurodytu Teisių suteikimo dokumente. Licenciatui naudojimas taip pat gali būti apribotas tik nurodytame kompiuteryje ar tik kaip Pagalbinės programos, ar taikant kitus apribojimus. Kai Licenciatas nėra sumokėjęs už visą Programos ekonominę vertę, joks kitas naudojimas neleidžiamas nemokant papildomų mokesčių. Be to, kaip nurodyta IPLA, Licenciatas neturi teisės naudoti Programos komercinėms IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstą, teikti antrinę Programos licenciją ar ją nuomotį, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokestį ar pagal kitas papildomas sąlygas. IBM pasilieka teisę nuspręsti, ar Licenciatas galės pasinaudoti tokiomis papildomomis teisėmis.

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

Atskirai licencijuotas kodas

Šios dalies nuostatos netaikomos ta apimtimi, kai jos laikomos negaliojančios arba netaikytinos atsižvelgiant į įstatymą, kuriuo remiasi ši licencija. Visi toliau išvardyti komponentai vadinami „Atskirai licencijuotu kodu“. IBM Atskirai licencijuotas kodas yra licencijuotas Licenciatui remiantis taikomomis trečiosios šalies licencijos sutarties (-čių) sąlygomis, kurios išdėstytos kartu su Programa pateikiamame faile (-uose) NON_IBM_LICENSE. Nepaisant šios Sutarties sąlygų arba kitos sutarties, kurią Licenciatas gali turėti su IBM, tokios trečiosios šalies licencijos sutarties (-čių) sąlygos, jei toliau nenurodyta kitaip, apibrėžia, kaip naudoti visus Licenciatui Atskirai licencijuotus kodus.

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

Jei Programos įsigytos pagal Tarptautinę programos licencijos sutartį („IPLA“) arba Tarptautinę programos licencijos sutartį, skirtą negarantinei programai ("ILAN") ir Licenciatas yra pradinis

Programos licenciatas, jei licenciatas nesutinka su trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas turi grąžinti Programą pagal IPLA arba ILAN IBM sutarties „Pinigų grąžinimo garantijos“ skyriuje nurodytą laiką ir sąlygas.

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

(a) IBM pateikia Licenciatui Atskirai licencijuotą kodą NETAIKYDAMA JOKIŲ GARANTIJŲ;

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

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

(d) IBM neatsako už jokių su Atskirai licencijuotu kodu susijusių tiesioginių, netiesioginių, atsitiktinių, ypatingų, pavyzdinių, baudžiamuosius ar priežastinių nuostolių, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

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

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

Toliau išvardyti Atskirai licencijuoti kodai:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brltty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronic, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewalld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwddata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynccns, libcap-ng, libcgrouper, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice-log, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lspvd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop,

ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Eksporto ir importo apribojimai

Šioje Programoje gali būti šifravimų. Vartotojams Programą perduoti arba ją naudoti gali būti draudžiama arba gali būti taikomi eksporto ar importo įstatymai, taisyklės arba strategijos, įskaitant Jungtinių Amerikos Valstijų eksporto valdymo reglamentą. Licenciatas prisiima visą atsakomybę už visų taikomų įstatymų, taisyklių ir strategijų, susijusių su šios Programos eksportu, importu arba naudojimu, įskaitant, bet neapsiribojant, JAV eksporto arba pakartotinio eksporto apribojimus, laikymąsi. Norėdami gauti šios Programos eksporto kategoriją, žr: <https://www.ibm.com/products/exporting/>.

Bendrosios mokesčių sąlygos

Jungtis yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Jungtis ? tai elektroninė schema, į kurią įdedama procesoriaus mikroschema. Serveris yra fizinis kompiuteris, kurį sudaro procesoriai, atmintis ir įvesties / išvesties funkcinės galimybės, vykdančios užklausų procedūras, komandas arba taikomas programas viename arba keliuose vartotojo arba kliento įrenginiuose. Kai naudojami stelažai, moduliai ar kita panaši įranga, kiekvienas atskiras fizinis įrenginys (pvz., modulis arba į stelažą įmontuotas įrenginys), turintis reikiamus komponentus, yra laikomas atskiru serveriu. Licenciatas privalo įsigyti kiekvienos Jungties, Programai prieinamuose serveriuose, teises.

Nustatant teisių, reikalingų Licenciato Programai įdiegti arba naudoti, skaičių, kiekviena įsigyta teisė leidžia tame pačiame serveryje naudoti Programą ne daugiau nei su dviem (2) Jungtimis.

Unikalios programos sąlygos

1. Programos teisių ir išpareigojimų perdavimas

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

Licenciatas negali perduoti Programos kitai šaliai. Licenciatas gali perkelti Programos teises, remdamasis Licenciato Teisių suteikimo dokumentu, į kitą Licenciato organizacijoje esantį įrenginį. Organizacija yra bet koks juridinis asmuo (įskaitant, be apribojimų, asmenį, bendrovę arba korporaciją) ir Antrinė bendrovė. Antrinė bendrovė ? tai bet koks juridinis asmuo, kurio

daugiau nei 50 % balso teisių arba, jei balso teisių nėra, sprendimų priėmimo teisių, tiesiogiai arba netiesiogiai priklauso Organizacijai arba yra jos valdoma.

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

2. Komercinės išteklių nuomos paslaugos

Neatsižvelgiant į prieštaraujančias šios sutarties nuostatas, IBM suteikia Licenciatui ribotą teisę naudoti Programas teikiant Komercinės išteklių nuomos paslaugas savo klientams („Galutiniams vartotojams“). „Komercinės išteklių nuomos paslaugos“ šios Sutarties tikslais apibrėžiamos kaip apdorojimo, saugojimo, tinklų ir kitokios fundamentalios kompiuterijos ištekliai, teikiami vienam ar keliems Galutiniams vartotojams, nevirsijant Licenciato įgaliotojo naudojimo teisių.

Licenciatas gali leisti savo Galutiniams vartotojams sąveikauti su Programomis ir naudoti jų funkcijas. Licenciatas negali leisti Galutiniams vartotojams skaityti, rodyti, kopijuoti, perduoti ar persiųsti bet kurios Programos faktinio kodo ar dokumentacijos. Licenciatas yra atsakingas už Galutinio vartotojo Sutarties sąlygų laikymąsi. Licenciatas turi įgyvendinti pakankamą fizinę prieigą, ryšių ir prieigos naudojant programinę įrangą kontrolę, kad Galutinis vartotojas negalėtų skaityti, rodyti, kopijuoti ar persiųsti Programų faktinio kodo ar dokumentacijos. Licenciatas privalo informuoti Galutinį vartotoją, kad Programos licencija niekada negali būti perleista Galutiniam vartotojui. Licenciatas taip pat turi informuoti Galutinį vartotoją, kad:

a. „PAGAL ĮSTATYMO NUSTATYTAS GARANTIJAS, KURIŲ NEGALIMA NEĮTRAUKTI, „IBM“ NESUTEIKIA JOKIŲ AIŠKIAI NURODYTŲ AR NUMANOMŲ GARANTIJŲ ARBA SĄLYGŲ, SUSIJUSIŲ SU PROGRAMOS NAUDOJIMU, ĮSKAITANT, BE APRIBOJIMŲ, NUMANOMAS TINKAMUMO PREKIAUTI, TINKAMUMO TAM TIKRAM TIKSLUI IR NEPAŽEIDŽIAMUMO GARANTIJAS ARBA SĄLYGAS“;

b. IBM neatsakinga už negautą pelną, prarastas santaupas ar bet kokius atsitiktinius ar kitokius ekonominius priežastinius nuostolius, susijusius su Galutinio vartotojo Programos naudojimu, net jei Licenciatui ar IBM buvo pranešta apie tokių nuostolių galimybę.

Išskyrus čia aiškiai nurodytus atvejus, Licenciatas neturi teisės naudoti Programą, kad teiktų komercines IT paslaugas bet kuriai trečiajai šaliai. Licenciatas neturi teisės naudoti Programos remdamasis laiko paskirsta, Programos nuomoti ar sublicencijuoti. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokestį ar pagal kitas papildomas sąlygas. IBM pasilieka teisę nuspręsti, ar Licenciatas galės pasinaudoti tokiais papildomomis teisėmis.

INFORMACJE LICENCYJNE

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

Nazwa Programu: IBM PowerKVM, V2.1

Numer Programu: 5765-KVM

Zgodnie z Międzynarodową Umową Licencyjną na Program ("IPLA") i niniejszym dokumentem Informacje licencyjne IBM udziela Licencjodawcy ograniczonego prawa do używania Programu. Prawo to jest ograniczone do poziomu Autoryzowanego Używania, takiego jak Procesorowa Jednostka Wartości ("PVU"), Jednostka Wartości ("VU") lub inny określony poziom używania, opłacony przez Licencjodawcę i potwierdzony dokumentem Proof of Entitlement (PoE). Używanie Programu przez Licencjodawcę może być również ograniczone do określonej maszyny, może podlegać innym ograniczeniom lub może obejmować używanie Programu wyłącznie jako Programu Wspierającego. Jako że Licencjodawca nie zapłacił za całą wartość ekonomiczną Programu, używanie Programu w dowolnym innym celu bez uiszczenia dodatkowych opłat jest zabronione. Ponadto, zgodnie z zapisami Międzynarodowej Umowy Licencyjnej na Program (IPLA), Licencjodawca nie jest upoważniony do używania Programu do świadczenia osobom trzecim komercyjnych usług informatycznych, usług serwerowych ani usług podziału czasu, jak również nie jest upoważniony do udzielania dalszych licencji na Program oraz wypożyczania i wydierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjodawca jest upoważniony do używania Programu, wyraźnie stanowią inaczej. Licencjodawca może uzyskać dodatkowe prawa pod warunkiem uiszczenia dodatkowych opłat lub na mocy innych bądź uzupełniających warunków. IBM zastrzega sobie prawo do decydowania, czy takie dodatkowe prawa zostaną przyznane Licencjodawcy.

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

Kod Licencjonowany Oddzielnie

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Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

acl, als-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath,

dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initcripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcoco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libpgp-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compatible, poppler-data, powertop, ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Ograniczenia eksportowe i importowe

Program ten może zawierać technologię kryptograficzną. Korzystanie z Programu przez użytkowników w różnych krajach, jak również przenoszenie Programu na użytkowników w tym samym kraju lub w różnych krajach może być zabronione lub podlegać specjalnym prawom i przepisom eksportowym lub importowym lub polityce rządu w kraju Licencjobiorcy, w tym prawom i przepisom eksportowym i importowym obowiązującym w Stanach Zjednoczonych. Licencjobiorca przyjmuje na siebie całą odpowiedzialność za przestrzeganie wszystkich obowiązujących praw i przepisów w zakresie eksportu, importu i używania tego Programu, a w szczególności ograniczeń w zakresie eksportu lub ponownego eksportu obowiązujących w Stanach Zjednoczonych. Klasyfikację eksportową tego Programu znaleźć można pod adresem: <https://www.ibm.com/products/exporting/>.

Ogólne warunki opłat

Gniazdo to jednostka miary, według której licencjonowany jest Program. Gniazdo jest to układ elektroniczny, na którym instaluje się układ procesora. Serwer to komputer fizyczny, składający się z jednostek przetwarzających, pamięci i funkcji wejścia/wyjścia, na którym wykonuje się żądane procedury lub komendy albo uruchamia aplikacje na użytek użytkowników końcowych lub urządzeń klienckich (jednego lub więcej). W przypadku wykorzystania stelaży

przemysłowych, obudów na serwery kasetowe czy innych podobnych urządzeń każde oddzielne urządzenie fizyczne (np. serwer kasetowy czy urządzenie instalowane w stelażu), które ma wymagane komponenty, uznawane jest za oddzielny serwer. Licencjobiorca musi nabyć uprawnienia dla każdego Gniazda na serwerach dostępnych dla Programu.

Przy ustalaniu liczby uprawnień wymaganych do instalowania lub używania Programu przez Licencjobiorcę każde nabyte uprawnienie umożliwia używanie Programu na maksymalnie 2 (dwóch) Gniazdach na tym samym serwerze.

Warunki specyficzne dla Programów

1. Przeniesienie praw i obowiązków związanych z Programem

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

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2. Komercyjne usługi serwerowe

Bez względu na stanowiące inaczej warunki niniejszej Umowy IBM udziela Licencjobiorcy ograniczonego prawa do używania Programów w celu świadczenia Komercyjnych Usług Serwerowych na rzecz klientów Licencjobiorcy (zwanych dalej "Użytkownikami Końcowymi"). Na potrzeby niniejszej Umowy termin "Komercyjne Usługi Serwerowe" definiuje się jako zasoby procesorowe, pamięci masowej, sieciowe i inne podstawowe zasoby obliczeniowe udostępniane co najmniej jednemu Użytkownikowi Końcowemu, przy czym obowiązuje ograniczenie wyznaczone przez limit Autoryzowanego Używania nabytego przez Licencjobiorcę.

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Nome do Programa: IBM PowerKVM, V2.1

Número do Programa: 5765-KVM

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acl, alsa-lib, anyterm, atk, attr, audit, Augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brltty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynclib, libcap-ng, libcggroup, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

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Este Programa pode conter criptografia/criptação. A transferência para ou o uso pelos usuários/utilizadores do Programa podem ser proibidos ou estarem sujeitos às leis de exportação ou importação, regulamentos ou políticas, incluindo/inclusive aqueles Regulamentos de Administração de Exportação dos Estados Unidos. O Licenciado assume toda a responsabilidade de conformidade com todas as leis, regulamentos e políticas aplicáveis relativas à exportação, importação ou uso deste Programa, incluindo/inclusive mas não limitado a, restrições dos Estados Unidos da América sobre exportações ou reexportações. Para obter a classificação de exportação deste Programa, consulte: <https://www.ibm.com/products/exporting/>.

Termos Gerais de Encargos

Socket é uma unidade de medida pela qual o Programa pode ser licenciado. Um Socket é um circuito eletrônico/electrónico que aceita um chip de processador. Um servidor é um computador físico que é constituído de unidades de processamento, memória e recursos de entrada/saída e que executa procedimentos, comandos ou aplicativos/aplicações solicitados para um ou mais usuários/utilizadores ou dispositivos de client. Onde são empregues racks, blade enclosures ou outro equipamento similar, cada dispositivo físico separável (por exemplo, um blade ou um rack-mounted device) que possui os componentes necessários é considerado, por si só, como um servidor separado. O Licenciado deve obter/adquirir titularidades para cada Socket nos servidores disponibilizados para o Programa.

Ao determinar o número de titularidades necessárias para a instalação ou uso/utilização do Programa pelo Licenciado, cada titularidade adquirida permite que o Programa seja usado/utilizado em até 2 (dois) Sockets no mesmo servidor.

Termos Exclusivos do Programa

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Название Программы: IBM PowerKVM, V2.1

Номер Программы: 5765-KVM

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

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Нижеперечисленное является Отдельно Лицензируемым Программным Кодом: acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronic, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntf3, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptop, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, service, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Ограничения на Экспорт и Импорт

Данная Программа может содержать технологии шифрования. Передача Программы определенным пользователям или ее использование определенными пользователями могут быть запрещены или регулироваться специальными законами, постановлениями или правилами в отношении экспорта и импорта, включая Правила Экспортного Контроля США. Лицензиат принимает всю ответственность за выполнение всех применимых законов, постановлений и правил в отношении экспорта, импорта или использования настоящей Программы, включая, но не ограничиваясь таковыми, ограничения США в отношении экспорта или реэкспорта. Чтобы определить экспортную классификацию Программы, обратитесь на Web-сайт по адресу: <https://www.ibm.com/products/exporting/>.

Общие Условия Оплаты

Сокет ? это единица измерения, по которой может лицензироваться Программа. Сокет ? это электронная схема, в которую вставляется микросхема процессора. Сервер ? это физический компьютер, который состоит из процессоров, памяти и средств ввода/вывода и который выполняет процедуры, команды или приложения по запросу одного или нескольких пользователей или клиентских устройств. В случае использования стоек, корпусов для blade-серверов или иного подобного оборудования каждое отдельное физическое устройство (например, blade-сервер или устройство, установленное в стойку), содержащее необходимые компоненты, считается как таковое отдельным сервером. Лицензиат должен приобрести разрешения для каждого Сокета на серверах, доступных Программе.

При определении количества разрешений, необходимых для установки или использования Программы Лицензиатом, необходимо учитывать, что каждое приобретенное разрешение позволяет использовать Программу на максимум двух (2) Сокетах на одном и том же сервере.

Особые Положения для Программы

1. Передача Прав и Обязанностей в отношении Программы

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

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

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

2. Коммерческие услуги хостинга

Невзирая ни на какие положения настоящего Соглашения, противоречащие данному, IBM предоставляет Лицензиату ограниченное право на использование Программы для предоставления Коммерческих услуг хостинга своим клиентам ("Конечные пользователи"). Под "Коммерческими услугами хостинга" в настоящем Соглашении понимаются ресурсы обработки, хранения, сетевые ресурсы и другие основные вычислительные ресурсы, предоставляемые одиночным или несколькими Конечным пользователям, в пределах Разрешенного использования Лицензиатом.

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а. "С УЧЕТОМ ВСЕХ ПРЕДУСМОТРЕННЫХ ЗАКОНОМ ГАРАНТИЙ, ОТКАЗ ОТ КОТОРЫХ НЕ ДОПУСКАЕТСЯ, IBM НЕ ДАЕТ НИКАКИХ ГАРАНТИЙ И НЕ ОГОВАРИВАЕТ НИКАКИХ УСЛОВИЙ, НИ ЯВНО ВЫРАЖЕННЫХ, НИ ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ ИЛИ УСЛОВИЯ ТОВАРОПРИГОДНОСТИ, СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ И НЕНАРУШЕНИЯ ПРАВ"; и

б. IBM не несет ответственности ни за какие упущенные доходы, потерянные сбережения либо любые непредвиденные или другие косвенные экономические убытки, возникшие в результате использования Программы Конечным пользователем, даже если Лицензиат или IBM были осведомлены о возможности таких убытков.

За исключением явных заявлений в настоящем документе Лицензиату по иным основаниям не разрешается использовать Программу для предоставления коммерческих ИТ-услуг каким-либо третьим лицам. Лицензиату не разрешается использовать Программу совместно на условиях разделения времени, сдавать Программу в аренду или в лизинг либо предоставлять сублицензию на Программу. Лицензиат может получать дополнительные права в результате уплаты дополнительных взносов или на основании дополнительных условий. IBM оставляет за собой право определять, стоит ли предоставлять Лицензиату такие дополнительные права.

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

Ime programa: IBM PowerKVM, V2.1

Številka programa: 5765-KVM

Kot je opisano v mednarodni licenčni pogodbi za program ("IPLA") in teh licenčnih informacijah, družba IBM imetniku licence podeljuje omejeno pravico za uporabo programa. Ta pravica je omejena na raven pooblaščne uporabe, kot je enota vrednosti procesorja ("PVU"), enota vrednosti ("VU") ali druga določena raven uporabe, ki jo plača imetnik licence, kot je zabeleženo v dokazilu o pooblastilu. Uporaba imetnika licence je lahko omejena tudi na določen računalnik ali le v obliki podpornega programa oziroma zanj veljajo druge omejitve. Ker imetnik licence ni plačal polne cene programa, brez doplačila programa ne sme uporabljati na noben drug način. Kot je navedeno v pogodbi IPLA, imetnik licence poleg tega nima pooblastil za uporabo programa za namen izvajanja komercialnih storitev IT za katero koli tretjo osebo, za omogočanje komercialnega gostovanja ali dodeljevanja časa oziroma za podlicenciranje ali najem programa, razen če je to izrecno navedeno v ustreznih pogodbah, po katerih imetnik licence pridobi pooblastila za uporabo programa. Imetniku licence so lahko na voljo dodatne pravice na podlagi doplačila oziroma različnih ali dodatnih pogojev. Družba IBM si pridržuje pravico odločanja o tem, ali bo imetniku licence omogočila takšne dodatne pravice.

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

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

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Za programe, pridobljene v skladu z mednarodno licenčno pogodbo za program ("IPLA") ali mednarodno licenčno pogodbo za program brez garancije ("ILAN"), ko je imetnik licence

izvirni imetnik licence programa, ki ne soglaša z licenčnimi pogodbami drugega proizvajalca, lahko v določenem časovnem okviru, ki je določen v razdelku "Garancija z vračilom denarja" IBM-ove pogodbe IPLA ali ILAN, vrne program v skladu s tema pogodbama.

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- (c) IBM ni odgovoren imetniku licence in ga bo branil, zavaroval ali mu povrnil škodo v zvezi s kakršnimikoli zahtevki, vloženimi v povezavi z ločeno licencirano kodo; in
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Sledijo ločeno licencirane kode:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brltty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronic, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewalld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcggroup, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice-log, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pyobject2, pyobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib,

python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Izvozne in uvozne omejitve

Ta program lahko vsebuje kodirano pisavo. Prenos ali uporaba programa sta lahko prepovedana ali pa sta predmet izvoznih ali uvoznih zakonov, predpisov ali načel, vključno z izvoznimi predpisi ameriške administracije. Imetnik licence prevzema vso odgovornost za podrejanje vsem ustreznim zakonom, predpisom in načelom v zvezi z izvažanjem, uvažanjem ali uporabo tega programa, kar vključuje tudi (vendar ni omejeno na) omejitve izvažanja ali vnovičnega izvažanja Združenih držav Amerike. Za pridobitev izvozne klasifikacije za ta program pojdite na spletno stran <https://www.ibm.com/products/exporting/>.

Splošni pogoji obračunavanja

Vtičnica je merska enota, na podlagi katere je lahko licenciran program. Vtičnica je elektronsko vezje, v katerega se vstavi čip procesorja. Strežnik je fizični računalnik, sestavljen iz procesorskih enot, pomnilnika in vhodno/izhodnih zmožnosti, ki izvaja zahtevane procedure, ukaze ali aplikacije za enega ali več uporabnikov ali odjemalskih naprav. Če uporablja imetnik licence omare, ohišja strežniških rezin ali drugo podobno opremo, šteje vsaka ločena fizična naprava (to je rezina ali ohišna naprava), ki vsebuje zahtevane komponente, kot ločen strežnik. Imetnik licence mora pridobiti pooblastila za vsako vtičnico v strežnikih, ki so na voljo programu.

Pri določanju števila pooblastil, ki jih potrebuje imetnik licence za namestitve ali uporabo programa, vsako pridobljeno pooblastilo dovoljuje uporabo programa v največ dveh (2) vtičnicah istega strežnika.

Pogoji, specifični za program

1. Prenos pravic in obveznosti za program

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

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lahko na voljo dodatne pravice na podlagi doplačila oziroma različnih ali dodatnih pogojev. Družba IBM si pridržuje pravico odločanja o tem, ali bo imetniku licence omogočila takšne dodatne pravice.

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Nombre de Programa: IBM PowerKVM, V2.1

Número de Programa: 5765-KVM

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Código con Licencia Separada

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

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

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

- (a) IBM proporciona este Código con Licencia Separada al Licenciatario SIN GARANTÍA DE NINGÚN TIPO;
- (b) IBM NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO, LA GARANTÍA RESPECTO A DERECHOS DE TERCEROS O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA RESPECTO AL CÓDIGO CON LICENCIA SEPARADA;
- (c) IBM no será responsable ante el Licenciatario, y no defenderá, ni mantendrá indemne o fuera de toda responsabilidad al Licenciatario de ninguna reclamación que surja del Código con Licencia Separada o esté relacionada con éste; y
- (d) IBM no se responsabiliza de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo o consecuencial incluidas, pero sin limitarse a, la pérdida de datos, la pérdida de ahorros y la pérdida de beneficios respecto al Código con Licencia Separada.

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

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

A continuación se enumera Código con Licencia Separada:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewallld, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeolIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initscripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasynclib, libcap-ng, libcggroup, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvpd, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozjs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

Restricciones de exportación e importación

Este Programa puede contener cifrado. El uso o la transferencia del Programa a usuarios puede estar prohibido o sujeto a las leyes, los reglamentos y las políticas de importación y exportación, incluidos aquellos de las Regulaciones de Administración de Exportaciones (Export Administration Regulations) de Estados Unidos. El Licenciario asume la plena responsabilidad de cumplir con todas las leyes, los reglamentos y las políticas aplicables respecto a la exportación, la importación o la utilización del presente Programa, incluidas pero sin limitarse a, las restricciones EE. UU. sobre exportaciones o reexportaciones. Para obtener la clasificación de exportaciones de este Programa consulte: <https://www.ibm.com/products/exporting/>.

Términos Generales de Cargos

Socket es una unidad de medida por la que se puede obtener licencia para el Programa. Un Socket es un circuito electrónico que acepta un chip de procesador. Un servidor es un sistema físico que consta de unidades de proceso, memoria y funciones de entrada/salida y que ejecuta los procedimientos, mandatos o aplicaciones solicitados para uno o varios usuarios o dispositivos cliente. Siempre que se utilizan bastidores, alojamientos blade u otro equipo similar, cada dispositivo físico desmontable (por ejemplo, un blade o un dispositivo montado en bastidor) que tenga los componentes solicitados se considera un servidor independiente. El Licenciatario debe obtener autorizaciones por cada Socket de los servidores que se ponga a disposición del Programa.

Cuando se determina el número de autorizaciones que requiere el Licenciatario para la instalación o uso del Programa, cada autorización obtenida permite utilizar el Programa en un máximo de dos (2) Sockets en el mismo servidor.

Términos Exclusivos del Programa

1. Transferencia de los derechos y obligaciones del Programa

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

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

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

2. Servicios de alojamiento comercial

A pesar de cualquier disposición del presente Acuerdo, IBM concede al Licenciatario el derecho limitado a utilizar los Programas a fin de prestar Servicios de alojamiento

comercial a sus clientes ("Usuarios Finales"). Los "Servicios de alojamiento comercial", a efectos de este Acuerdo, se definen como procesamiento, almacenamiento, redes y otros recursos informáticos fundamentales, puestos a disposición de uno o varios Usuarios finales, según el Uso Autorizado del Licenciatario.

El Licenciatario puede permitir que los Usuarios finales interactúen con los Programas y utilicen sus funciones. El Licenciatario no puede permitir a los Usuarios finales leer, visualizar, copiar, transferir o transmitir el código real o la documentación de ningún Programa. El Licenciatario es el responsable del cumplimiento por parte de los Usuarios finales de los términos del presente Acuerdo. El Licenciatario debe implementar los controles adecuados en el acceso físico, las comunicaciones y el acceso a software para evitar que el Usuario final lea, visualice, copie o transmita el código real o la documentación de los Programas. El Licenciatario notificará al Usuario final que la licencia del Programa no se le podrá transferir en ningún momento. El Licenciatario también notificará al Usuario final que:

a. "DE CONFORMIDAD CON CUALQUIER GARANTÍA OBLIGATORIA QUE NO SE PUDIERA EXCLUIR, IBM NO OFRECE NINGUNA GARANTÍA NI CONDICIÓN, YA FUERA EXPRESA O TÁCITA, RESPECTO AL USO DEL PROGRAMA, INCLUIDAS A TÍTULO ENUNCIATIVO Y NO LIMITATIVO, LAS GARANTÍAS O CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN, ADECUACIÓN A UNA FINALIDAD CONCRETA Y NO VULNERACIÓN";

b. IBM no será responsable de ninguna pérdida de beneficios, pérdida de ahorros previstos o cualquier daño incidental o consecuencial que pudiera derivarse del uso del Programa por parte del Usuario final, incluso si el Licenciatario o IBM hubieran sido avisados de la posibilidad de dichas pérdidas o daños.

Salvo en los supuestos recogidos de forma expresa en el presente Acuerdo, el Licenciatario no está autorizado a utilizar el Programa a fin de prestar servicios de TI comerciales a terceros. El Licenciatario no está autorizado para ofrecer a terceros un uso compartido ni para alquilar, arrendar o licenciar a terceros el Programa. Podrán otorgarse al Licenciatario derechos adicionales previo pago de los cargos adicionales correspondientes o en virtud de unos términos distintos o complementarios. IBM se reserva el derecho a determinar si desea otorgar al Licenciatario dichos derechos adicionales.

LİSANS BİLGİLERİ

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

Program Adı: IBM PowerKVM, V2.1

Program Numarası: 5765-KVM

Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") ve bu Lisans Bilgileri belgesinde açıklandığı şekilde IBM, Lisans Alan Tarafa bu Programı kullanması için sınırlı bir hak verir. Bu hak, Yetki Belgesinde (PoE) kanıtlandığı şekilde, Lisans Alan Tarafa ödemesi yapılmış olan İşlemci Değer Birimi ("PVU"), Değer Birimi ("VU") ya da belirlenmiş diğer bir kullanım seviyesi gibi bir Yetkili Kullanım seviyesiyle sınırlanmıştır. Ayrıca, Lisans Alan Tarafın kullanımı, ayrıca belirli bir makineyle ya da yalnızca bir Destekleyici Programla ya da başka kısıtlamalara tabi olarak sınırlanabilir. Lisans Alan Taraf bu Programın ekonomik değerinin tümünü ödemediğinde, ek ücretler ödenmedikçe Programın başka hiçbir şekilde kullanılmasına izin verilmez. Ayrıca, Lisans Alan Tarafın bu Programı kullanmak üzere edindiği yetkiler kapsamındaki geçerli sözleşmeler için açıkça belirtilmediği sürece ve Uluslararası Program Lisans Sözleşmesi'nde ("UPLS") belirtildiği şekilde Lisans Alan Tarafa bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak, ticari barındırma ya da zaman paylaşımı sunmak ya da alt lisanslamak, kiralamak ya da finansal olarak kiralamak üzere kullanım yetkisi de verilmez. Ek ücretlerin ödenmesine bağlı olarak ya da farklı veya tamamlayıcı koşullar kapsamında Lisans Alan Tarafa ek haklar sağlanabilir. IBM, Lisans Alan Tarafa bu tür ek hakları sağlayıp sağlamamaya ilişkin karar verme hakkını saklı tutar.

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

Ayrıca Lisanslanan Kod

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

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

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

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

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

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

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

Ayrıca Lisanslanan Kod aşağıdadır:

acl, alsa-lib, anyterm, atk, attr, audit, augeas, authconfig, avahi, bash-completion, bc, bind, bluez, bridge-utils, brlty, busybox, cairo, cdrkit, ceph, checkpolicy, chkconfig, compat-readline5, cracklib, cronie, crontabs, cups, dbus, dbus-glib, device-mapper-multipath, dmraid, dnsmasq, dracut, dtc, dyninst, e2fsprogs, ebttables, elfutils, ethtool, fcoe-utils, filesystem, firewall, flac, fuse, gamin, gdb, gdbm, gdisk, gdk-pixbuf2, generic-logos, GeoIP, ghostscript-fonts, giflib, git, glib2, glibc, gobject-introspection, gpgme, gpm, graphite2, groff, grubby, gtk2, gzip, hardlink, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, initcripts, iproute, iptables, ipxe, iscsi-initiator-utils, isomd5sum, jbigkit, jfsutils, js, json-glib, kbd, kernel, kexec-tools, keyutils, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, libee, libestr, libexif, libgcrypt, libgnome-keyring, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, liblognorm, libmicrohttpd, libnih, libnl, libnl3, libosinfo,

libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt, libvdp, linux-firmware, lldpad, lm_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, MAKEDEV, mdadm, mingetty, mozs17, mysql, MySQL-python, nagios, nagios-plugins, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nilfs-utils, nmap, nrpe, ntfs-3g, numactl, numad, openbios, OpenIPMI, openvswitch, os-prober, pam, pango, parted, patch, pciutils, perl-libintl, pinentry, pkgconfig, pkvm2_1-release, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pycryptopp, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqp-lib, python-chardet, python-configobj, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, PyXML, qemu, quota, reiserfs-utils, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, service, setools, sg3_utils, sgpio, shadow-utils, shared-mime-info, sheepdog, slang, smartmontools, socat, sos, squashfs-tools, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tuned, urw-fonts, usbredir, usbutils, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree

İhracat ve İthalat Sınırlamaları

Bu Program şifreleme içerebilir. Bu Programın kullanıcılara devredilmesi veya kullanıcılar tarafından kullanımı yasaklanabilir veya A.B.D. İhracat Yönetimi Düzenlemeleri de dahil olmak üzere ithalat ya da ihracat yasalarına, düzenlemelerine veya ilkelerine tabi olabilir. Lisans Alan Taraf, A.B.D'deki ihracat veya yeniden ihracat sınırlamaları da dahil olmak, ancak tüm bunlarla sınırlı olmamak üzere bu Programın ihracatına, ithalatına veya kullanımına ilişkin tüm geçerli yasa, düzenleme ve ilkelere uygun davranmaktan tümüyle kendisinin sorumlu olduğunu kabul eder. Bu Programın ihracat sınıflandırmasını edinmek için aşağıdaki URL adresini ziyaret edin: <https://www.ibm.com/products/exporting/>.

Genel Ücret Koşulları

Yuva, bu Programın lisanslandığı ölçüm birimidir. Yuva, işlemci çipinin yerleştirildiği elektronik devredir. Sunucu, bir veya daha fazla kullanıcı ve istemci aygıtında istenen yordamları, komutları veya uygulamaları yürüten ve işlemci birimleri, bellek, ve girdi/çıkıtı kapasitesine sahip fiziksel bir bilgisayardır. Rafların, blade kasalarının ve diğer benzer ekipmanın kullanılması durumunda, gerekli bileşenlere sahip her bir ayrılabilir fiziksel aygıt (örneğin, bir blade aygıtı veya rafa monte edilen bir aygıt) kendi başına ayrı bir Sunucu olarak değerlendirilir. Lisans Alan Tarafın, bu Program tarafından kullanılan sunucular üzerindeki her bir Yuva için gereken yetkileri edinmesi gerekir.

Lisans Alan Tarafın bu Programı kurması ya da kullanması için gereken yetki sayısı belirlenirken, edinilen her yetki Programın aynı sunucu üzerindeki en çok iki (2) adet Yuva'da kullanılmasını sağlar.

Programa Özgü Koşullar

1. Programa İlişkin Hak ve Yükümlülüklerin Devri

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

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

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

2. Ticari Barındırma Hizmetleri

Bu Sözleşmede aksini belirten hiçbir ifade dikkate alınmaksızın, IBM, Lisans Alan Tarafa bu Programları son kullanıcı müşterilerine ("Son Kullanıcılar") Ticari Barındırma Hizmetleri sağlamak üzere kullanması için sınırlı bir hak verir. Bu Sözleşmenin amaçları açısından "Ticari Barındırma Hizmetleri", Lisans Alan Tarafın Yetkili Kullanımı kapsamında bir ya da birden çok Son Kullanıcıya sağlanan işleme, depolama, ağlar ve diğer temel bilgi işlem kaynakları olarak tanımlanır.

Lisans Alan Taraf Son Kullanıcılarının bu Programlarla etkileşim içinde olmalarına ve bu Programların işlevlerini kullanmalarına izin verebilir. Lisans Alan Taraf, Son Kullanıcıya, herhangi bir Programın güncel kodunu ya da belgelerini okuma, görüntüleme, kopyalama, devretme ya da aktarma iznini vermeyebilir. Son Kullanıcılarının, bu Sözleşmenin koşullarına uymalarını sağlamaktan Lisans Alan Taraf sorumludur. Lisans Alan Taraf, Son Kullanıcının bu Programın güncel kodunu ya da belgelerini okumasını, görüntülemesini, kopyalamasını ya da aktarmasını önlemek üzere fiziksel erişime, iletişimlere ve yazılım erişimine uygun denetimler uygulayacaktır. Lisans Alan taraf, Son Kullanıcıya Program lisansının hiçbir zaman Son Kullanıcıya aktarılmayacağını bildirecektir. Lisans Alan Taraf, ayrıca Son Kullanıcıya aşağıda belirtilenleri de bildirecektir:

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TUTULAMAYACAĞINI BELİRTTİĞİ GARANTİLER DIŞINDA, IBM'İN BU PROGRAMIN

KULLANIMIYLA İLGİLİ OLARAK HAK İHLALİ YAPILMAYACAĞINA DAİR ZİMNİ GARANTİLER VEYA KOŞULLAR İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİLER VEYA KOŞULLAR DA DAHİL VE FAKAT BUNLARLA SINIRLI OLMAKSIZIN, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEDİĞİNİ VEYA KOŞUL ÖNE SÜRMEZ"; ve

b. Lisans Alan Tarafa veya IBM'e bu tür kayıp ya da zararların olasılıkları önceden bildirilmiş olsa bile, IBM'in, Son Kullanıcının bu Programın kullanımından kaynaklanan kâr kaybı, tasarruf kaybı veya arızı veya sonuçta ortaya çıkan diğer ekonomik zararlardan hiçbir koşul altında sorumlu olmaz.

Bu belgede açıkça belirtilmedikçe, Lisans Alan Taraf bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak üzere kullanma yetkisine başka hiçbir şekilde sahip değildir. Lisans Alan Taraf, bu Programı dönemsel olarak kiralama, kiralama, finansal olarak kiralama ya da alt lisanslama yetkisine sahip değildir. Ek ücretlerin ödenmesine bağlı olarak ya da farklı veya tamamlayıcı koşullar kapsamında Lisans Alan Tarafa ek haklar sağlanabilir. IBM, Lisans Alan Tarafa bu tür ek hakları sağlayıp sağlamamaya ilişkin karar verme hakkını saklı tutar.

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Version 2.1, February 1999

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RFC1831: RPC: Remote Procedure Call Protocol Specification
Version 2 RFC1832: XDR: External Data REpresentation

Standard RFC1833: Binding Protocols for ONC RPC Version 2
RFC2078: Generic Security Service Application Program
Interface, Version 2 RFC2203: RPCSEC_GSS Protocol
Specification RFC2695: Authentication Mechanisms for ONC RPC

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