



License Information

許可信息

授權手冊

Licenční informace

Informations sur la Licence

Lizenzinformation

Πληροφορίες για την άδεια χρήσης

Informasi lisensi

Informazioni di Licenza

ライセンス情報

라이선스 정보

Informacija apie Licenciją

Informacje Licencyjne

Informações sobre Licenciamento

Лицензионная Информация

Licenčne informacije

Información sobre Licencia

Lisans Bilgileri

Terms for Separately Licensed Code

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the IBM International License Agreement for Non-Warranted Programs (Z125-5589-05) applies.

Program Name: IBM PowerKVM Development Kit V3.1

Program Number: SDK

Separately Licensed Code

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

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

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

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

(a) IBM provides this Separately Licensed Code to Licensee WITHOUT WARRANTIES OF ANY KIND;

(b) IBM DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;

- (c) IBM is not liable to Licensee, and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

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

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

The following are Separately Licensed Code:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

许可信息

下面列出的这些程序按照以下许可信息条款和条件以及获得客户与 IBM 事先同意的程序许可条款授予许可。如果客户事先未同意对本程序生效的许可条款，那么 IBM 无保证程序的国际许可协议 (Z125-5589-05) 适用。

程序名称: IBM PowerKVM Development Kit V3.1
程序号: SDK

单独许可代码

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

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

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

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

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

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

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

以下是单独许可代码：

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check,

chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

授權手冊

下列本程式之授權除係依客戶與 IBM 先前同意之授權條款外，並依下述授權手冊條款授權。若客戶先前就本程式未同意生效任何授權條款，則本程式適用 IBM 國際授權合約 - 無保證程式 (Z125-5589-05)。

程式名稱：IBM PowerKVM Development Kit V3.1

程式編號：SDK

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。

下列爲「獨立授權程式碼」：

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

LICENČNÍ INFORMACE

Níže uvedené Programy jsou licencovány na základě následujících podmínek uvedených v dokumentu Licenční informace, které doplňují licenční podmínky pro Program, s nimiž dříve Zákazník a IBM vyjádřili souhlas. Pokud Zákazník dříve nevyjádřil souhlas s účinnými licenčními podmínkami pro Program, uplatní se licence IBM Mezinárodní licenční smlouva pro programy bez záruky (Z125-5589-05).

Název Programu: IBM PowerKVM Development Kit V3.1

Číslo Programu: SDK

Samostatně licencovaný kód

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

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

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

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

(a) IBM poskytuje Držiteli licence tento Samostatně licencovaný kód **BEZ ZÁRUK JAKÉHOKOLIV DRUHU**;

(b) IBM **VYLUČUJE VEŠKERÉ ZÁRUKY A PODMÍNKY VÝSLOVNĚ VYJÁDŘENÉ A VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ – A TO ZEJMÉNA – ZÁRUKY VLASTNICKÉHO NÁROKU, ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHDNOSTI PRO URČITÝ ÚČEL, POKUD JDE O SAMOSTATNĚ LICENCOVANÝ KÓD**;

(c) IBM nenese vůči Držiteli licence odpovědnost, ani jej nebude hájit a neodškodní jej v souvislosti s jakýmkoli nároky na náhradu škody vztahujícími se k Samostatně licencovanému kódu; a

(d) IBM nenese odpovědnost za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody ani za sankční náhrady škody nebo za následné škody včetně – a to zejména – ztráty dat, ztráty úspor, ušlého zisku, v souvislosti se Samostatně licencovaným kódem.

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

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

Níže je uveden Samostatně licencovaný kód:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, contrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libat_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

INFORMATIONS SUR LA LICENCE

Les Logiciels spécifiés ci-dessous sont concédés sous licence conformément aux dispositions des Informations sur la Licence suivantes qui s'ajoutent à celles des dispositions de la licence du Logiciel précédemment acceptée par le Client et IBM. Si le Client n'a pas précédemment accepté les dispositions de la licence en vigueur pour le Logiciel, le IBM Conditions Internationales d'Utilisation des Logiciels non garantis (Z125-5589-05) s'applique.

Nom du Logiciel : IBM PowerKVM Development Kit V3.1

Référence du Logiciel : SDK

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'indemniserà 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 :

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli,

rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py,
python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,
python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

LIZENZINFORMATION

Für die Lizenzierung der nachstehend aufgelisteten Programme gelten zusätzlich zu den bereits zwischen dem Kunden und IBM vereinbarten Programmlicenzbedingungen die Bedingungen der folgenden Lizenzinformation. Falls der Kunde den für das Programm geltenden Lizenzbedingungen nicht bereits zugestimmt hat, kommt IBM Internationale Nutzungsbedingungen für Programme ohne Gewährleistung (Z125-5589-05) zur Anwendung.

Programmname: IBM PowerKVM Development Kit V3.1

Programmnummer: SDK

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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, connttrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSp, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli,

rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py,
python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,
python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα παραχωρούνται με άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων των Πληροφοριών για την Άδεια Χρήσης, επιπλέον των όρων άδειας χρήσης του Προγράμματος τους οποίους αποδέχθηκαν προηγουμένως ο Πελάτης και η IBM. Εάν ο Πελάτης δεν έχει αποδεχθεί προηγουμένως τους όρους άδειας χρήσης που διέπουν τη χρήση του Προγράμματος, τότε η ισχύει η IBM Διεθνής Σύμβαση Άδειας Χρήσης για Προγράμματα χωρίς Εγγύηση (Z125-5589-05).

Όνομα Προγράμματος: IBM PowerKVM Development Kit V3.1

Αριθμός Προγράμματος: SDK

Κώδικας με Χωριστή Άδεια Χρήσης

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

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

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

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

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

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

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

(δ) Η IBM δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημίες, ζημίες ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγόντων 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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colorl, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker,

python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw,
python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils,
python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooaz,
python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell,
python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config,
python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooaz, python-tornado, python-trollius, targetcli

INFORMASI LISENSI

Program-program yang tercantum di bawah ini dilisensikan dengan syarat dan ketentuan Informasi Lisensi berikut ini selain syarat lisensi Program yang sebelumnya telah disetujui oleh Klien dan IBM. Apabila Klien sebelumnya tidak menyetujui syarat lisensi yang berlaku untuk Program, IBM Perjanjian Lisensi Internasional untuk Program Tanpa Garansi (Z125-5589-05) akan berlaku.

Nama Program: IBM PowerKVM Development Kit V3.1

Nomor Program: SDK

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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, contrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector,

python-docker-py, python-jsonpath-rw,
python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx,
python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa,
python-stevedore, python-too, python-tornado, python-trollius, targetcli,
rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py,
python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,
python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi elencati di seguito sono concessi in licenza in base alle seguenti clausole e condizioni License Information in aggiunta alle clausole della licenza del Programma precedentemente accettate dal Cliente e IBM. Se il Cliente non ha accettato precedentemente le clausole della licenza in vigore per il Programma, si applica IBM Accordo Internazionale di Licenza per Programmi senza Garanzia (Z125-5589-05).

Nome Programma: IBM PowerKVM Development Kit V3.1

Numero Programma: SDK

Codice concesso in licenza separatamente

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

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

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

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

- (a) IBM fornisce questo Codice concesso in licenza separatamente al licenziatario SENZA GARANZIE DI ALCUN TIPO;

(b) IBM NON FORNISCE ALCUNA GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O SENZA INTERFERENZE E GARANZIE IMPLICITE E CONDIZIONI DI COMMERCIALIZZABILITÀ ED IDONEITÀ PER UNO SCOPO PARTICOLARE, RELATIVAMENTE AL CODICE CONCESSO IN LICENZA SEPARATAMENTE;

(c) IBM non è responsabile nei confronti del licenziatario, e non difenderà, indennizzerà o proteggerà il licenziatario da qualsiasi pretesa derivante dal Codice concesso in licenza separatamente o ad esso relativa; e

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

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

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

I seguenti sono Codici concessi in licenza separatamente:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkstcp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,

python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

ライセンス情報

以下の「プログラム」は、お客様と IBM とが事前に合意した「プログラム」の使用許諾条件に加えて、次のライセンス情報の使用条件に基づいて使用許諾されます。お客様が「プログラム」の有効な使用許諾条件に事前に合意していない場合、IBM プログラムのご使用条件 (保証適用外プログラム用) (Z125-5589-05) が適用されます。

プログラム名: IBM PowerKVM Development Kit V3.1

プログラム番号: SDK

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。

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

以下は、別途使用許諾されるコードです。

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_13.9, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkscpt-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooaz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooaz, python-tornado, python-trollius, targetcli

라이선스 정보

아래 나열된 프로그램은 이전에 고객과 IBM이 합의한 프로그램 라이선스 조건에 추가하여 다음 라이선스 정보 이용 약관에 의거하여 라이선스가 부여됩니다. 이전에 고객이 해당 프로그램에 적용되는 라이선스 조항에 동의하지 않은 경우 IBM 무보증 프로그램에 관한 국제 라이선스 계약 (Z125-5589-05)이(가) 적용됩니다.

프로그램 이름: IBM PowerKVM Development Kit V3.1

프로그램 번호: SDK

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 침범에 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.

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias Licencijos informacijos sąlygas, kurios papildo Programos licencijos sąlygas, dėl kurių susitarė Klientas ir IBM. Jei Klientas anksčiau nėra sutikęs su Programai taikomomis licencijos sąlygomis, taikoma IBM Programų kurioms neteikiama garantija tarptautinė licencinė sutartis (Z125-5589-05).

Programos pavadinimas: IBM PowerKVM Development Kit V3.1

Programos numeris: SDK

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 Licenciato 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 nekalto dėl visų ieškinių, tiesiogiai arba netiesiogiai susijusių su Atskirai licencijuotu kodu; ir

(d) IBM neatsako už jokių su Atskirai licencijuotu kodu susijusius tiesioginius, netiesioginius, atsitiktinius, ypatingus, pavyzdinius, baudžiamuosius ar priežastinius nuostolius, 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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, ftk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkscpt-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

INFORMACJE LICENCYJNE

Programy wymienione poniżej są licencjonowane na podstawie przedstawionych poniżej warunków Informacji licencyjnych, które stanowią uzupełnienie warunków licencji na Program uzgodnionych uprzednio między Klientem a IBM. Jeśli Klient nie dysponuje warunkami licencji uzgodnionymi uprzednio z IBM w odniesieniu do Programu, zastosowanie mają warunki licencji IBM Międzynarodowa Umowa Licencyjna na Programy nieobjęte Gwarancją (Z125-5589-05).

Nazwa Programu: IBM PowerKVM Development Kit V3.1

Numer Programu: SDK

Kod Licencjonowany Oddzielnie

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

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

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

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

- (a) IBM dostarcza Licencjobiorcy niniejszy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKIKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI);

- (b) IBM NIE UDZIELA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI) I NIE USTALA JAKICHKOLWIEK WARUNKÓW, WYRAŻNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH LUB NIEINGEROWANIA W NIE, DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ ANI TEŻ PRZYDATNOŚCI DO OKREŚLONEGO CELU W ODNIESIENIU DO KOMPONENTÓW KODU LICENCJONOWANEGO ODDZIELNIE;
- (c) IBM nie ponosi wobec Licencjobiorcy odpowiedzialności za jakiegokolwiek roszczenia wynikające z używania Kodu Licencjonowanego Oddzielnie lub z nim związane ani też będzie zabezpieczać ani bronić Licencjobiorcy przed takimi roszczeniami oraz;
- (d) IBM nie ponosi odpowiedzialności za jakiegokolwiek szkody bezpośrednie, pośrednie, uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy oraz szkody związane z naruszeniem dóbr osobistych, w tym w szczególności utratę danych czy spodziewanych korzyści, w odniesieniu do Kodu Licencjonowanego Oddzielnie.

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

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

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

INFORMAÇÕES DA LICENÇA

Os Programas listados abaixo são licenciados sob os/ao abrigo dos termos e condições da seguinte Informação sobre a Licença a seguir, além dos termos de licença do Programa acordados anteriormente pelo Cliente e pela IBM. Se o Cliente não tiver acordado anteriormente com os termos de licença em vigor para o Programa, o IBM Contrato de Licença Internacional para Programas Não Garantidos (Z125-5589-05) será aplicável.

Nome do Programa: IBM PowerKVM Development Kit V3.1

Número do Programa: SDK

Código Licenciado Separadamente

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

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

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

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

- (a) a IBM fornece este Código Licenciado Separadamente ao Licenciado SEM GARANTIAS DE NENHUM TIPO;
- (b) A IBM RENUNCIA TODAS E QUAISQUER GARANTIAS E CONDIÇÕES EXPRESSAS E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TÍTULO, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E AS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM PROPÓSITO/FIM PARTICULAR, COM RELAÇÃO AO CÓDIGO LICENCIADO SEPARADAMENTE;
- (c) a IBM não é responsável pelo Licenciado e não defenderá, indenizará/indemnizará ou isentará o Licenciado de quaisquer reivindicações decorrentes ou relacionadas ao Código Licenciado Separadamente; e
- (d) a IBM não é responsável por quaisquer danos diretos/directos, indiretos/indirectos, acidentais, especiais, exemplares, punitivos ou consequenciais, incluindo, mas não se limitando a perda de dados, lucros cessantes e perda de lucros, com respeito ao Código Licenciado Separadamente.

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

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

Os itens a seguir são Código Licenciado Separadamente:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkstcp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode,

perl-Thread-Queue, docker, python-configshell, python-debtcollector,
python-docker-py, python-jsonpath-rw,
python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx,
python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa,
python-stevedore, python-tooz, python-tornado, python-trollius, targetcli,
rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py,
python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,
python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

Перечисленные ниже Программы лицензируются в соответствии со следующими положениями и условиями Лицензионной Информации в дополнение к положениям лицензии на Программу, которые ранее были согласованы Клиентом и IBM. Если Клиент ранее не принимал лицензионные условия, действующие для Программы, применяется IBM Международное Лицензионное Соглашение для Программ без Гарантий (Z125-5589-05).

Название Программы: IBM PowerKVM Development Kit V3.1

Номер Программы: SDK

Отдельно Лицензируемый Программный Код

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

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

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

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

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

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

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

Нижеперечисленное является Отдельно Лицензируемым Программным Кодом: abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpe, perl-srpm-macros, PyQt4, python-docutils, python-psycpg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooaz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell,

python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config,
python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

PODATKI O LICENCIRANJU

Spodaj navedeni programi so licencirani na podlagi naslednjih določb in pogojev licenčne informacije, ki veljajo poleg pogojev licence za program, s katerimi naročnik in IBM predhodno soglašata. Če naročnik predhodno ne soglaša s pogoji, ki veljajo za program, velja IBM Mednarodna licenčna pogodba za programe brez garancije (Z125-5589-05).

Ime programa: IBM PowerKVM Development Kit V3.1

Številka programa: SDK

Ločeno licencirana koda

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

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

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

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

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

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

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

Sledijo ločeno licencirane kode:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, contrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lksctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones de Licencia, además de los términos de licencia del Programa acordados previamente entre el Cliente e IBM. Si el Cliente no ha aceptado con anterioridad los términos de la licencia aplicables al Programa, se aplicará IBM Acuerdo Internacional de Licencia para Programas sin Garantía (Z125-5589-05).

Nombre de Programa: IBM PowerKVM Development Kit V3.1

Número de Programa: SDK

Código con Licencia Separada

Las estipulaciones que se establecen en este párrafo no se aplicarán en caso de que se declaren inválidas o sin fuerza ejecutoria bajo la ley que rige esta licencia. Los componentes que se enumeran a continuación se consideran "Código con Licencia Separada". El Código con Licencia Separada de IBM se licencia al Licenciatario de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de terceros en el archivo NON_IBM_LICENSE que acompaña al Programa.

Independientemente de los términos del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM, los términos de dichos acuerdos de licencia de terceros rigen el uso por parte del Licenciatario de todo el Código con Licencia Separada, excepto que se especifique de otro modo a continuación.

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

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

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

- (a) IBM proporciona este Código con Licencia Separada al Licenciatario SIN GARANTÍA DE NINGÚN TIPO;
- (b) IBM NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO,

LA GARANTÍA RESPECTO A DERECHOS DE TERCEROS O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA RESPECTO AL CÓDIGO CON LICENCIA SEPARADA;

- (c) IBM no será responsable ante el 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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, connttrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkstcp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,

python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

LİSANS BİLGİLERİ

Aşağıda listelenen programlar, daha önce Müşteri ve IBM tarafından kabul edilen Program lisansı koşullarına ek olarak aşağıdaki Lisans Bilgilerinin kayıt ve koşulları kapsamında lisanslanır. Müşteri, Programa ilişkin yürürlükte olan lisans koşullarını daha önce kabul etmemişse, IBM Garanti Verilmeyen Programlar İçin Uluslararası Lisans Sözleşmesi (Z125-5589-05) geçerli olur.

Program Adı: IBM PowerKVM Development Kit V3.1

Program Numarası: SDK

Ayrıca Lisanslanan Kod

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

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

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

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

- IBM, bu Ayrıca Lisanslanan Kodu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- IBM, AYRICA LİSANSLANAN KODA İLİŞKİN OLARAK MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİ VE

KOŞULLAR DA DAHİL OLMAK, ANCAK BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VE ZİMNİ HİÇBİR GARANTİ VERMEZ VE HİÇBİR KOŞUL ÖNE SÜRMEZ; (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:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, libsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

Terms and Conditions for Separately Licensed Code

IBM PowerKVM Development Kit V3.1

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

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

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

The following are Separately Licensed Code:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, conntrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libgnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkstcp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpM, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config, dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq, perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error, perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS, perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode, perl-Thread-Queue, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli, rabbitmq-server, docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-too, python-tornado, python-trollius, targetcli

Licenses and Attributions Document

For:

Created: Wed Nov 4 16:54:52 CST 2015

Section 1:

This product contains certain code packages that are licensed pursuant to the terms of the GNU General Public License ("GPL") and/or the GNU Lesser General Public License ("LGPL"). Those terms are reproduced below for your reference. The code packages that are licensed under the GPL or LGPL version 2 include:

abrt, at-spi2-atk, at-spi2-core, autoconf, automake, base-rpm-config, bison, cdparanoia, check, chrony, chrpath, colord, contrack-tools, createrepo_c, ctags, desktop-file-utils, docbook-utils, doxygen, dpdk, dstat, elinks, fltk, GConf2, git, glib-networking, gnome-themes-standard, gpm, gsettings-desktop-schemas, gstreamer, gstreamer-plugins-base, gstreamer-plugins-good, gtk3, gtk-doc, intltool, iotop, iso-codes, libart_lgpl, libavc1394, libdv, libg gnome-keyring, libgusb, libiec61883, libmodman, libproxy, libraw1394, librsvg2, libshout, libsoup, libtool, libvisual, linuxconsoletools, lkctp-tools, mock, mpfr, mysql-connector-python, neon, openpgm, pakchois, perl-Net-Daemon, perl-PIRPC, perl-SGMLSpm, phonon, phonon-backend-gstreamer, procmail, python-augeas, python-dmidecode, python-tox, python-websocket-client, spice, spice-protocol, qrencode, qt, rest, rpmdevtools, rrdtool, satyr, sgml-common, sip, suitesparse, taglib, tigervnc, unixODBC, v4l-utils, vte3, wxGTK, xkeyboard-config

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

IBM Corporation
Linux Technology Center, Dept. 7UDA
11501 Burnet Road
Austin, TX 78758

The code packages that are licensed under the GPL or LGPL version 3 include:

dwz, emacs, help2man, libmpc, perl-srpm-macros, PyQt4, python-docutils, python-psycopg2, python-zmq, source-highlight, zeromq

Note: Source code to any of the above-listed GPLv3 packages are available online:

<https://www.ibm.com/services/forms/preLogin.do?source=mcposs>
using the key ZV2SUJYGB.

GNU GENERAL PUBLIC LICENSE
Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc.,
51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA
Everyone is permitted to copy and distribute verbatim copies
of this license document, but changing it is not allowed.

Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software—to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Lesser General Public License instead.) You can apply it to your programs, too.

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

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

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

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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

GNU GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

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

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

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

a) You must cause the modified files to carry prominent notices

stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

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

b) Accompany it with a written offer, valid for at least three

years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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

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

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

6. Each time you redistribute the Program (or any work based on the

Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

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

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

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

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

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA.

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

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

Gnomovision version 69, Copyright (C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w' and `show c'; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program
`Gnomovision' (which makes passes at compilers) written by James Hacker.

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

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License.

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

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

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

Preamble

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

This license, the Lesser General Public License, applies to some

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

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

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

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

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

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser

General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

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

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

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

GNU LESSER GENERAL PUBLIC LICENSE

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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

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

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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

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

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

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

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

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

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

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

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

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of

a storage or distribution medium does not bring the other work under the scope of this License.

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

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

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

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not.

Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

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

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

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2)

will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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

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

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

11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Library at all. For example, if a patent license would not permit royalty-free redistribution of the Library by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Library.

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system which is implemented by public license practices. Many people have made

generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

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

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

Each version is given a distinguishing version number. If the Library specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Library does not specify a license version number, you may choose any version ever published by the Free Software Foundation.

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

NO WARRANTY

15. BECAUSE THE LIBRARY IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE LIBRARY, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR

OTHER PARTIES PROVIDE THE LIBRARY "AS IS" WITHOUT WARRANTY OF

ANY
KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
THE
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
PARTICULAR
PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF
THE
LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU
ASSUME
THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

If you develop a new library, and you want it to be of the greatest
possible use to the public, we recommend making it free software that
everyone can redistribute and change. You can do so by permitting
redistribution under these terms (or, alternatively, under the terms of the
ordinary General Public License).

To apply these terms, attach the following notices to the library. It is
safest to attach them to the start of each source file to most effectively
convey the exclusion of warranty; and each file should have at least the
"copyright" line and a pointer to where the full notice is found.

<one line to give the library's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA

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

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the library, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker.

<signature of Ty Coon>, 1 April 1990
Ty Coon, President of Vice

That's all there is to it!

GNU GENERAL PUBLIC LICENSE
Version 3, 29 June 2007

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

Preamble

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

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

your programs, too.

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

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

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

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

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

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

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

1. Source Code.

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

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

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

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

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

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

2. Basic Permissions.

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

content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

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

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

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

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

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

4. Conveying Verbatim Copies.

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

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

5. Conveying Modified Source Versions.

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

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

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

6. Conveying Non-Source Forms.

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

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium

customarily used for software interchange.

b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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

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

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular

product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

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

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

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

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

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent

that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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

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

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

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does

not survive such relicensing or conveying.

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

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

8. Termination.

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

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

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

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

9. Acceptance Not Required for Having Copies.

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

not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

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

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

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

11. Patents.

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

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

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

propagate the contents of its contributor version.

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

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

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

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

Nothing in this License shall be construed as excluding or limiting

any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

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

13. Use with the GNU Affero General Public License.

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

14. Revised Versions of this License.

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

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

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

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

15. Disclaimer of Warranty.

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

16. Limitation of Liability.

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

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms,

reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.>
Copyright (C) <year> <name of author>

This program is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program. If not, see <<http://www.gnu.org/licenses/>>.

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

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

<program> Copyright (C) <year> <name of author>
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands

might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <<http://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<http://www.gnu.org/philosophy/why-not-lgpl.html>>.

GNU LESSER GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

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

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

0. Additional Definitions.

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

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

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

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

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code

for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

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

3. Object Code Incorporating Material from Library Header Files.

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

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

4. Combined Works.

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

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.
- d) Do one of the following:
 - 0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.
 - 1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.
- e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

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

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

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

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

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

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

Section 3:

The following packages listed in alphabetical order are provided pursuant to the terms set forth below:

The following packages, licensed as noted above, do not have any additional notices:

This product contains certain code packages that are licensed pursuant to the terms of the Artistic License. Those terms are reproduced below for your reference. The code packages that are licensed under the Artistic License include:

perl-Digest-HMAC, perl-Digest-SHA, perl-Digest-SHA1, perl-Error,
perl-ExtUtils-MakeMaker, perl-ExtUtils-Manifest, perl-ExtUtils-ParseXS,
perl-MailTools, perl-Net-SMTP-SSL, perl-TermReadKey, perl-Text-Unidecode,
perl-Thread-Queue

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

IBM Corporation
Linux Technology Center, Dept. 7UDA
11501 Burnet Road
Austin, TX 78758

This product contains certain code packages that are licensed pursuant to the terms of the Apache License version 2.0. Those terms are reproduced below for your reference. The code packages that are licensed under the Apache License include:

docker, python-configshell, python-debtcollector, python-docker-py,
python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n,
python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986,
python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius,
targetcli

The Clarified Artistic License

Preamble

The intent of this document is to state the conditions under which a Package may be copied, such that the Copyright Holder maintains some semblance of artistic control over the development of the package, while giving the users of the package the right to use and distribute the Package in a more-or-less customary fashion, plus the right to make reasonable modifications.

Definitions:

"Package" refers to the collection of files distributed by the Copyright Holder, and derivatives of that collection of files created through textual modification.

"Standard Version" refers to such a Package if it has not been

modified, or has been modified in accordance with the wishes of the Copyright Holder as specified below.

"Copyright Holder" is whoever is named in the copyright or copyrights for the package.

"You" is you, if you're thinking about copying or distributing this Package.

"Distribution fee" is a fee you charge for providing a copy of this Package to another party.

"Freely Available" means that no fee is charged for the right to use the item, though there may be fees involved in handling the item. It also means that recipients of the item may redistribute it under the same conditions they received it.

1. You may make and give away verbatim copies of the source form of the Standard Version of this Package without restriction, provided that you duplicate all of the original copyright notices and associated disclaimers.
2. You may apply bug fixes, portability fixes and other modifications derived from the Public Domain, or those made Freely Available, or from the Copyright Holder. A Package modified in such a way shall still be considered the Standard Version.
3. You may otherwise modify your copy of this Package in any way, provided that you insert a prominent notice in each changed file stating how and when you changed that file, and provided that you do at least ONE of the following:
 - a) place your modifications in the Public Domain or otherwise make them Freely Available, such as by posting said modifications to Usenet or an equivalent medium, or placing the modifications on a major network archive site allowing unrestricted access to them, or by allowing the Copyright Holder to include your modifications in the Standard Version of the Package.
 - b) use the modified Package only within your corporation or organization.
 - c) rename any non-standard executables so the names do not conflict with standard executables, which must also be provided, and provide a separate manual page for each non-standard executable that clearly documents how it differs from the Standard Version.
 - d) make other distribution arrangements with the Copyright Holder.

e) permit and encourage anyone who receives a copy of the modified Package permission to make your modifications Freely Available in some specific way.

4. You may distribute the programs of this Package in object code or executable form, provided that you do at least ONE of the following:

a) distribute a Standard Version of the executables and library files, together with instructions (in the manual page or equivalent) on where to get the Standard Version.

b) accompany the distribution with the machine-readable source of the Package with your modifications.

c) give non-standard executables non-standard names, and clearly document the differences in manual pages (or equivalent), together with instructions on where to get the Standard Version.

d) make other distribution arrangements with the Copyright Holder.

e) offer the machine-readable source of the Package, with your modifications, by mail order.

5. You may charge a distribution fee for any distribution of this Package. If you offer support for this Package, you may charge any fee you choose for that support. You may not charge a license fee for the right to use this Package itself. You may distribute this Package in aggregate with other (possibly commercial and possibly nonfree) programs as part of a larger (possibly commercial and possibly nonfree) software distribution, and charge license fees for other parts of that software distribution, provided that you do not advertise this Package as a product of your own. If the Package includes an interpreter, You may embed this Package's interpreter within an executable of yours (by linking); this shall be construed as a mere form of aggregation, provided that the complete Standard Version of the interpreter is so embedded.

6. The scripts and library files supplied as input to or produced as output from the programs of this Package do not automatically fall under the copyright of this Package, but belong to whoever generated them, and may be sold commercially, and may be aggregated with this Package. If such scripts or library files are aggregated with this Package via the so-called "undump" or "unexec" methods of producing a binary executable image, then distribution of such an image shall neither be construed as a distribution of this Package nor shall it fall under the restrictions of Paragraphs 3 and 4, provided that you do not represent such an executable image as a Standard Version of this

Package.

7. C subroutines (or comparably compiled subroutines in other languages) supplied by you and linked into this Package in order to emulate subroutines and variables of the language defined by this Package shall not be considered part of this Package, but are the equivalent of input as in Paragraph 6, provided these subroutines do not change the language in any way that would cause it to fail the regression tests for the language.

8. Aggregation of the Standard Version of the Package with a commercial distribution is always permitted provided that the use of this Package is embedded; that is, when no overt attempt is made to make this Package's interfaces visible to the end user of the commercial distribution. Such use shall not be construed as a distribution of this Package.

9. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.

10. THIS PACKAGE IS PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The End

This product contains certain code packages that are licensed pursuant to the terms of the Apache License version 2.0. Those terms are reproduced below for your reference. The code packages that are licensed under the Apache License include:

rabbitmq-server

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

IBM Corporation
Linux Technology Center, Dept. 7UDA
11501 Burnet Road
Austin, TX 78758

Mozilla Public License Version 1.1

1. Definitions.

1.0.1. "Commercial Use"

means distribution or otherwise making the Covered Code available to a third

party.

1.1. "Contributor"

means each entity that creates or contributes to the creation of Modifications.

1.2. "Contributor Version"

means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.

1.3. "Covered Code"

means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.

1.4. "Electronic Distribution Mechanism"

means a mechanism generally accepted in the software development community for the electronic transfer of data.

1.5. "Executable"

means Covered Code in any form other than Source Code.

1.6. "Initial Developer"

means the individual or entity identified as the Initial Developer in the Source Code notice required by Exhibit A.

1.7. "Larger Work"

means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.

1.8. "License"

means this document.

1.8.1. "Licensable"

means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.

1.9. "Modifications"

means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:

Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.

Any new file that contains any part of the Original Code or previous Modifications.

1.10. "Original Code"

means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.

1.10.1. "Patent Claims"

means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

1.11. "Source Code"

means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a

compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

1.12. "You" (or "Your")

means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and

under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).

the licenses granted in this Section 2.1 (a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.

Notwithstanding Section 2.1 (b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and

under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or in combination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).

the licenses granted in Sections 2.2 (a) and 2.2 (b) are effective on the date

Contributor first makes Commercial Use of the Covered Code.

Notwithstanding Section 2.2 (b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without limitation Section 2.2. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section 6.1, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section 3.5.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4 (a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in Exhibit A. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Sections 3.1, 3.2, 3.3, 3.4 and 3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code version from the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code they affect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in Exhibit A and to related Covered Code.

6. Versions of the License.

6.1. New Versions

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a

distinguishing version number.

6.2. Effect of New Versions

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (Filling in the name of the Initial Developer, Original Code or Contributor in the notice described in Exhibit A shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. Termination

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

8.2. If You initiate litigation by asserting a patent infringement claim (excluding declaratory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:

such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.

any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.

8.3. If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.

8.4. In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. government end users

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. Responsibility for claims

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. Multiple-licensed code

Initial Developer may designate portions of the Covered Code as "Multiple-Licensed". "Multiple-Licensed" means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the MPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

Exhibit A - Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.mozilla.org/MPL/>

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License.

The Original Code is _____.

The Initial Developer of the Original Code is _____.

Portions created by _____ are Copyright (C) _____
_____. All Rights Reserved.

Contributor(s): _____.

Alternatively, the contents of this file may be used under the terms of the _____ license (the "[] License"), in which case the provisions of [] License are applicable instead of those above. If you wish to allow use of your version of this file only under the terms of the [] License and not to allow others to use your version of this file under the MPL, indicate your decision by deleting the provisions above and replace them with the notice and other provisions required by the [] License. If you do not delete the provisions above, a recipient may use your version of this file under either the MPL or the [] License."

NOTE: The text of this Exhibit A may differ slightly from the text of the notices in the Source Code files of the Original Code. You should use the text of this Exhibit A rather than the text found in the Original Code Source Code for Your Modifications.

This product contains certain code packages that are licensed pursuant to the terms of the Apache License version 2.0. Those terms are reproduced below for your reference. The code packages that are licensed under the Apache License include:

docker, python-configshell, python-debtcollector, python-docker-py, python-jsonpath-rw, python-kazoo, python-oslo-config, python-oslo-i18n, python-oslo-sphinx, python-oslo-utils, python-pymemcache, python-rfc3986, python-rsa, python-stevedore, python-tooz, python-tornado, python-trollius, targetcli

Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its

representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

You must give any other recipients of the Work or Derivative Works a copy of this License; and

You must cause any modified files to carry prominent notices stating that You changed the files; and

You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or,

within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act

only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

=====

Last modified November 2015



Printed in USA