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5765-KV3 - IBM PowerKVM, V3.1



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acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyncns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice-log, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-libs, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-

db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websockify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## 出口和进口限制

本程序可能包含数据加密。出口或进口法律、法规或政策（包括《美国出口管理条例》中的条款）可能禁止或限制移交给本程序的用户，或由本程序的用户使用。被许可方应遵守与本程序的出口、进口或使用有关的所有适用法律、法规和政策（包括但不限于美国对出口或再出口的限制），并对此承担完全责任。要获取本程序的出口分类，请参阅：<https://www.ibm.com/products/exporting/>。

## 一般收费条款

“插槽”是可用于获取本程序许可的一种计量单位。“插槽”是接受处理器芯片的电子电路。服务器是一台物理计算机，由处理单元、内存和输入/输出功能组成，并且这些功能为一个或多个用户或客户机设备执行所请求的过程、命令或应用程序。如果使用了机架、刀片机箱或其他类似的设备，那么具有所需组件的每台可分离的物理设备（例如一台刀片服务器或安装在机架上的设备）其本身均被视为是一台独立的服务器。被许可方必须为对本程序可用的服务器上的每个插槽获取权利。

确定被许可方安装或使用本程序所需的权利数量时，已获取的每个权利均允许将本程序最多用于同一服务器上的两 (2) 个插槽。

## 程序特别条款

### 1. 程序权利和义务的转让

“第 1 部分 - 一般条款”的条款；“第 7 部分 本协议的程序转让”不适用，将替换为以下内容：

被许可方不得将本程序转让给另一方。根据被许可方的权利证明，被许可方可以将本程序权利移至被许可方企业内部的另一台机器上。“企业”是指任何法律实体（包括但不限于，个人、合伙或公司）及其子公司。“子公司”是指由“企业”在相应期间内直接或间接地拥有或控制 50% 以上的表决权股票或者决策权（如果没有表决权股票）的任何法律实体。

如果将本程序权利移到被许可方企业内部的另一台机器上，则对本程序的使用须受本协议的管辖。如果被许可方希望在被许可方企业内部的比原机器具有不同或更大权利的另一台机器上使用本程序权利，那么被许可方必须从 IBM 或其授权转售商获得适当的权利，并且必须更新被许可方获得的对此类程序的任何软件维护和支持的权利。将本程序权利转移到被许可方企业内部的另一台机器将终止被许可方在原机器上使用本程序权利的授权。

## 2. 商业托管服务

无论本协议中有任何相反规定，IBM 授予被许可方使用本程序为其客户（“最终用户”）提供商业托管服务的有限权利。出于本协议的目的，“商业托管服务”定义为向单个或多个最终用户提供的处理、存储、网络和其他基本计算资源，这些资源不得超过被许可方授权使用的范围。

被许可方可允许其最终用户与“程序”交互并使用其功能。被许可方不允许“最终用户”阅读、显示、复制、转让或传输任何程序的实际代码或文档。被许可方负责确保最终用户遵守本协议的条款。被许可方应对物理访问权、通信和软件访问权实施充分的控制，以防止最终用户读取、显示、复制或传输程序的实际代码或文档。被许可方应通知最终用户，本程序的许可在任何时候都不得转让给最终用户。被许可方还应通知最终用户：

- a. “除任何不能被排除的法定保证外，IBM 对本程序的使用不作任何明示或暗含的保证或条件，包括但不限于对适销性、适合某特定用途以及不侵权的任何保证或条件”；并且
- b. IBM 不对任何利润的损失、可节省金额的损失或由于最终用户使用本程序引起的任何附带的或其他经济上后果性的损害赔偿负责，即使被许可方或 IBM 已被告知可能有此类损害赔偿时，也是如此。

除非在此处有明确声明，否则被许可方无权使用本程序向任何第三方提供商业 IT 服务。被许可方无权对本程序进行分时共享、出租、租赁或再许可。通过支付额外费用或根据其他或补充条款，被许可方可能获得更多权利。IBM 保留决定是否向被许可方提供此类额外权利的权利。

## 3. 信息的使用

被许可方同意并允许 International Business Machines Corporations 及其子公司在其任何营业场所存储和使用在 Electronic Service Agent 激活过程中采集到的关于被许可方的支持联系信息，其中包括姓名、电话号码和电子邮件地址。此类信息将被处理并用于双方业务相关的用途，且有可能在 IBM 的指示下提供给第三方，例如支持中心的承包商、Inter-

national Business Machines Corporation 及其子公司的受让人。此信息将完全用于上述单位的集体商业活动，其中包括与被许可方沟通（例如：处理订单、促销、问题确定和市场研究）。

本程序可能具有系统利用、性能和容量规划“服务信息”、系统故障日志和预防维护事件（“硬件故障报告”）的监控功能。此外，Electronic Service Agent 将为被许可方订购的 IBM 产品传送附加信息。

“服务信息”可包括以下内容的收集与保留：系统利用、性能、系统故障日志、部件编号、部件序列号、部件位置、软件库存、操作系统应用程序、PTF、维护级别和配置参数值。除此之外，“服务信息”不包括被许可方公司的财务统计、人事数据或被许可方的商业计划的收集与传送。

被许可方同意 IBM 可以在其内部（包括 IBM 指定的支持中心分包商或受让人等第三方）使用和共享被许可方的服务信息。通过以下监控功能采集到的数据（“被许可方的信息”）将用于问题确定，帮助被许可方进行性能和容量规划，帮助 IBM 提升其产品与服务，同时让被许可方了解内部系统的状态和我们所提供的解决方案

同时被许可方也同意将此类信息传送给位于欧盟成员国或非欧盟成员国境内的此类实体。

被许可方在任何时候都可以请求退出使用本程序。希望退出使用本程序的被许可方向“esrv@us.ibm.com”发送电子邮件，表明他们希望退出此电子服务代理协议。该电子邮件还必须指明被许可方所请求退出的系统类型和序列号。收到该请求后，IBM 会从数据库中除去所有在使用本程序期间收集的支持联系信息，被许可方使用的利用程序提供的数据的所有服务都不再更新。

# 授權手冊

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

程式名稱：IBM PowerKVM, V3.1  
程式編號：5765-KV3

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

程式之規格載明於本程式通知函之統稱為「說明與技術資訊」章節中。

## 獨立授權程式碼

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

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

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

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

- (a) IBM 提供本「獨立授權程式碼」予被授權人，不附帶任何保證；



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

(c) 凡因「獨立授權程式碼」所致或與其相關之任何主張，IBM 對於被授權人均不負責，亦不予以辯護、賠償或使其免受損害；且

(d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害，包括且不限於資料滅失、盈餘損失、營利損失，IBM 概不負責。

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

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

下列為「獨立授權程式碼」：

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_contrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceolog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceolog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeeyk-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lb, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc,

gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, mandb, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtplib, python-warlock, sgabios

## 進出口限制

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

## 一般收費條款

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

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

## 程式特別條款

### 1. 程式權利與義務之轉讓

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



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

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

## 2. 商務代管服務

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

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

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

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

## 3. 資訊之使用

被授權人同意 International Business Machines Corporation 及其子公司得於進行業務之任何處所對於電子服務代理程式啓用程序中所蒐集之被授權人之支援聯絡資訊進行儲存及使用，該支援聯絡資訊包括姓名、電話號碼及電子郵件位址。該資訊得於有關本公司之事業關係之範圍內而處理及使用之，亦得依 IBM 指示提供予第三人，例如：支援中心承

包商或 International Business Machines Corporation (IBM) 及其子公司之受讓人。該資訊得依其共同商業活動使用之，包括與被授權人進行聯絡（例如：作為處理訂單、促銷、問題判斷及市場研究之目的）。

本程式可能執行系統使用、效能與產能規劃（「服務資訊」）及系統失效日誌與預防性維護事件（「硬體問題報告」）監視功能。此外，電子服務代理程式亦針對被授權人已簽訂合約之 IBM 供應方案提供傳輸額外資訊之機制。

「服務資訊」可能包含系統使用、效能與系統失效日誌、產品組件程式碼、產品編號、產品序號、產品位置、軟體庫存、作業系統應用程式、PTF、維護層級及配置值之蒐集與保存。「服務資訊」不包含被授權人公司財務統計或個人資料之蒐集或傳輸，亦不包含被授權人業務計劃之蒐集或傳輸。

被授權人同意 IBM 得於 IBM 內部（包含第三人）得使用及分享服務資訊，所稱第三人例如：支援中心中依 IBM 指示之分包商或受讓人。從該等監視功能蒐集之資料（「被授權人之資訊」）得為下列目的使用之：問題判斷、協助被授權人效能及容量規劃事宜、協助 IBM 以加強 IBM 產品與服務及告知被授權人有關被授權人系統狀態與 IBM 可提供之解決方案。

被授權人亦同意「被授權人之資訊」得傳輸至位於任何國家或地區（不問是否為歐盟成員）中之該等實體。

被授權人得隨時要求拒絕使用「本程式」。有意拒絕使用「本程式」之被授權人，應傳送電子郵件至 "esrv@us.ibm.com"，並指明其有意拒絕本「電子服務代理程式」合約。該電子郵件亦應指明被授權人提出拒絕要求之系統類型及序號。IBM 於收到此要求時，將從其資料庫移除於使用「本程式」之期間所蒐集之一切支援聯絡資訊，且對使用程式所給資料之被授權人正在使用之任何服務亦不再進行更新。

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Název Programu: IBM PowerKVM, V3.1

Číslo Programu: 5765-KV3

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acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fterm, fcoe-utils, fence-agents, filesystem, firewallld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd,

kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasynens, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceolog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compatible, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceolog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, liballoc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pylblzma, python-gudev, python-suds, python-websockify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, faker, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Omezení vývozu a dovozu

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

## Všeobecné podmínky pro účtování poplatků

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

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

## Podmínky specifické pro Program

### 1. Převod práv a povinností k Programu

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

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

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Program může provádět monitorovací funkce využití systému, plánování výkonu a kapacit ("Service Information") a protokolů o selhání systému a preventivní údržbě ("Hardware Problem Reporting"). Kromě toho může produkt Electronic Service Agent poskytnout mechanismus pro přenos dalších informací pro nabídky IBM, na něž Držitel licence uzavřel smlouvu.

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Nom du Logiciel : IBM PowerKVM, V3.1

Référence du Logiciel : 5765-KV3

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

Les composants suivants sont du Code sous Licence Distincte :

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hive, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnftlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compatible, poppler-data, powertop, ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pyobject2, pyobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfd, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar,

texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Restrictions à l'exportation et à l'importation

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

## Dispositions Générales relatives aux Redevances

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

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

## **Dispositions particulières au Logiciel**

### **1. Transfert du Logiciel - droits et obligations**

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

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

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

### **2. Services d'hébergement commerciaux**

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

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

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

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

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

### 3. Utilisation des informations

Le Détenteur de la Licence accepte par le présent contrat qu'International Business Machines Corporations et ses filiales conservent et utilisent les informations de support le concernant collectées pendant le processus d'activation du Logiciel Electronic Service Agent, notamment les noms, numéros de téléphone et adresses e-mail dans tout pays où IBM exerce une activité. Ces informations seront traitées et utilisées dans le cadre de nos relations commerciales et pourront être communiquées sous la direction d'IBM à des tiers, tels que des prestataires de Support Technique, ou aux cessionnaires d'International Business Machines Corporation, ainsi qu'à ses filiales. Ces informations seront utilisées dans le cadre de leurs activités

commerciales communes, y compris toute communication avec le Détenteur de la Licence (par exemple, pour le traitement des commandes, la publicité, l'identification des incidents et la prospection de marché).

Le Logiciel peut procéder à la planification de l'utilisation, à la réalisation de performances et de la capacité du système ("Informations de Service") et des fonctions de surveillance de l'historique des incidents système et des événements de maintenance préventive ("Rapport des incidents matériels"). Par ailleurs, le Logiciel Electronic Service Agent peut également proposer une fonction permettant de transmettre des informations complémentaires portant sur les offres IBM que le Détenteur de la Licence a souscrites.

Le processus Informations de Service peut inclure la collecte et la rétention d'informations diverses : utilisation, performances et historiques des incidents du système, codes dispositif, numéros de référence et de série, emplacement des composants, inventaire logiciel, applications du système d'exploitation, modifications provisoires du logiciel, niveaux de maintenance et paramètres de configuration. Toutefois, ce processus exclut la collecte et la transmission des plans d'affaires, données relatives au personnel et statistiques financières de la société du Détenteur de la Licence.

Le Détenteur de la Licence accepte qu'IBM puisse utiliser et partager les Informations de Service au sein d'IBM et avec des tiers, tels que des prestataires de support technique ou des cessionnaires sous la direction d'IBM. Le Détenteur de la Licence accepte également que les données recueillies grâce à ces fonctions de surveillance ("Informations du Détenteur de la Licence") soient utilisées à des fins d'identification des incidents, pour aider le Détenteur de la Licence dans la réalisation de performances et la prévision de charge, pour permettre à IBM d'améliorer ses produits et services et pour informer le Détenteur de la Licence de l'état de son système et des solutions disponibles.

Le Détenteur de la Licence accepte également que les Informations du Détenteur de la Licence puissent être transmises à de telles entités dans tout pays appartenant ou non à l'Union Européenne.

À tout moment, le Détenteur de la Licence peut demander de cesser d'utiliser le Logiciel. Les Détenteurs de la Licence qui souhaitent cesser d'utiliser le Logiciel doivent envoyer un e-mail à l'adresse "esrv@us.ibm.com" et indiquer qu'ils souhaitent mettre un terme au présent Contrat du Logiciel Electronic Service Agent. L'e-mail doit également indiquer le type de système et le numéro de série pour lesquels le Détenteur de la Licence effectue la demande de désinscription. Dès réception de cette demande, IBM supprimera de ses bases de données toutes les informations de contact de prise en charge collectées pendant l'utilisation du présent Logiciel et tous les services en cours d'utilisation par le Détenteur de la Licence qui utilisent les données fournies par le logiciel ne seront plus mis à jour.

## LIZENZINFORMATION

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

Programmname: IBM PowerKVM, V3.1

Programmnummer: 5765-KV3

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

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

## Separat lizenzierter Code

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen des geltenden Rechts, dem diese Lizenz unterliegt, als ungültig oder undurchführbar erachtet werden. Jede Komponente in der folgenden Liste wird als "separat lizenzierter Code" eingestuft. IBM stellt dem Lizenznehmer diesen Code unter Lizenz auf Basis der Bedingungen der geltenden Lizenzvereinbarungen der Dritthersteller in den NON\_IBM\_LICENSE-Dateien zur Verfügung, die dem Programm beige packt sind. Ungeachtet der Bedingungen in der Vereinbarung oder



einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM unterliegt die Nutzung des gesamten separat lizenzierten Codes durch den Lizenznehmer den Bedingungen der Lizenzvereinbarungen der Dritthersteller, sofern nachfolgend nichts anderes angegeben ist.

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

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

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

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

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

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

Diese Liste enthält den separat lizenzierten Code:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hive, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyncns, libcap-ng, libcgrouper, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnftlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozsjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procps-ng, psmisc, pth, pulseaudio, pycairo, pyobject2, pyobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfd, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-fonts, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar,

texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Export- und Importbeschränkungen

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

## Allgemeine Bedingungen für Gebühren

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

Bei der Bestimmung der Anzahl der Berechtigungen, die für die Installation oder Nutzung des Programms durch den Lizenznehmer erforderlich sind, ist zu

berücksichtigen, dass das Programm für jede erworbene Berechtigung auf bis zu zwei (2) Sockets im selben Server verwendet werden darf.

## **Programmspezifische Bedingungen**

### **1. Rechte und Pflichten bei der Programmübertragung**

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

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

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

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

### **2. Kommerzielle Hosting-Services**

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

Der Lizenznehmer darf seinen Endbenutzern die Interaktion mit den Programmen und die Nutzung der Programmfunktionen ermöglichen. Er darf den Endbenutzern nicht ermöglichen, den eigentlichen Code oder die Dokumentation der Programme zu lesen, anzuzeigen, zu kopieren, weiterzuleiten oder zu übertragen, und ist dafür

verantwortlich, dass die Endbenutzer die Bedingungen der Vereinbarung einhalten. Der Lizenznehmer muss angemessene Kontrollen in Bezug auf den physischen Zugriff, die Übertragung und den Softwarezugriff implementieren, um zu verhindern, dass Endbenutzer den eigentlichen Programmcode oder die Dokumentation der Programme lesen, anzeigen, kopieren oder übertragen können. Der Lizenznehmer muss den Endbenutzer darauf hinweisen, dass die Lizenz für das Programm zu keinem Zeitpunkt an den Endbenutzer übertragen wird. Des Weiteren muss der Lizenznehmer die Endbenutzer auf Folgendes hinweisen:

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

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

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

### 3. Nutzung von Informationen

Der Lizenznehmer gestattet der International Business Machines Corporation und ihren Tochtergesellschaften, die Unterstützungskontaktinformationen des Lizenznehmers (einschließlich Namen, Telefonnummern und E-Mail-Adressen), die beim Aktivierungsprozess des Electronic Service Agent erfasst werden, in jedem Land, in dem sie geschäftlich tätig sind, zu speichern und zu nutzen. Solche Informationen werden im Zusammenhang mit der bestehenden Geschäftsbeziehung verarbeitet und verwendet und können an Dritte, die IBM gegenüber weisungsgebunden sind, wie z. B. Auftragnehmer in einem Support Center oder Bevollmächtigte der International Business Machines Corporation und ihrer Tochtergesellschaften, weitergegeben werden. Diese Informationen werden zum Zwecke der gemeinsamen Geschäftsaktivitäten einschließlich der Kommunikation mit dem Lizenznehmer (z. B. zur Bearbeitung von Bestellungen, zu Werbezwecken, für die Fehlerbestimmung oder für Marktuntersuchungen) verwendet.

Das Programm kann Funktionen zur Überwachung der Systemauslastung, Leistung und Kapazitätsplanung ("Serviceinformationen") sowie der Systemfehlerprotokolle und Ereignisse zur vorbeugenden Wartung ("Hardwarefehlermeldung") durchführen. Darüber hinaus verfügt der Electronic Service Agent über Funktionen, um zusätzliche Informationen für IBM Angebote, die der Lizenznehmer vertraglich vereinbart hat, zu übertragen.

Die Serviceinformationen bestehen u. a. aus erfassten Systemauslastungs-, Leistungs- und Systemfehlerprotokollen sowie aus Feature-Codes, Teilenummern, Seriennummern, Teilepositionen, Softwareinventar, Betriebssystemanwendungen, PTFs, Wartungsstufen und Konfigurationswerten, die im System gespeichert werden. Für die Serviceinformationen werden keine Finanz- oder Mitarbeiterdaten des Unternehmens des Lizenznehmers und keine Geschäftspläne erfasst oder übertragen.

Der Lizenznehmer ist damit einverstanden, dass IBM Serviceinformationen innerhalb von IBM nutzt und weitergibt und sie auch Dritten, die IBM gegenüber weisungsgebunden sind, wie Auftragnehmern in einem Support Center oder Bevollmächtigten von IBM, zur Verfügung stellt. Die von diesen Überwachungsfunktionen gesammelten Daten ("Informationen des Lizenznehmers") werden zur Fehlerbestimmung verwendet, um den Lizenznehmer bei der Leistungs- und Kapazitätsplanung zu unterstützen, um IBM bei der Verbesserung der IBM Produkte und Services zu unterstützen und den Lizenznehmer über den Status seines Systems und verfügbare Lösungen zu informieren.

Der Lizenznehmer ist außerdem damit einverstanden, dass seine Informationen an IBM Partner in anderen Ländern weitergegeben werden, unabhängig davon, ob diese Länder Mitglieder der Europäischen Union sind oder nicht.

Der Lizenznehmer hat jederzeit die Möglichkeit, von der Nutzung des Programms zurückzutreten. Lizenznehmer, die von ihrem Rücktrittsrecht Gebrauch machen, müssen eine E-Mail an "esrv@us.ibm.com" senden und angeben, dass sie beabsichtigen, von dieser Vereinbarung für den Electronic Service Agent zurückzutreten. Die E-Mail muss außerdem den Systemtyp und die Seriennummer enthalten, für die der Lizenznehmer den Rücktritts Antrag stellt. Nach Erhalt dieses Antrags entfernt IBM alle Unterstützungskontaktinformationen aus ihren Datenbanken, die während der Nutzung dieses Programms erfasst wurden, und alle vom Lizenznehmer in Anspruch genommenen Services, die vom Programm bereitgestellte Daten verwenden, werden nicht mehr aktualisiert.

## ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

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

Όνομα Προγράμματος: IBM PowerKVM, V3.1

Αριθμός Προγράμματος: 5765-KV3

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

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

## Κώδικας με Χωριστή Άδεια Χρήσης

Οι διατάξεις αυτής της παραγράφου δεν ισχύουν στο βαθμό που θεωρούνται άκυρες ή μη εφαρμόσιμες βάσει του νόμου που διέπει την παρούσα άδεια χρήσης. Κάθε ένα από τα στοιχεία που περιλαμβάνονται στην παρακάτω λίστα θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης". Για τον Κώδικα της IBM με Χωριστή Άδεια Χρήσης χορηγείται άδεια



χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων μίας ή περισσότερων αντίστοιχων συμβάσεων άδειας χρήσης με τρίτες εταιρείες όπως καθορίζονται στο (στα) αρχείο(-α) NON\_IBM\_LICENSE που συνοδεύει(-ουν) το Πρόγραμμα. Ανεξαρτήτως οποιωνδήποτε όρων της Σύμβασης ή οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM, οι όροι της (των) εν λόγω σύμβασης(-εων) άδειας χρήσης τρίτου μέρους διέπουν τη χρήση όλου του Κώδικα με Χωριστή Άδεια Χρήσης από το Δικαιούχο Άδειας Χρήσης, εκτός εάν ορίζεται διαφορετικά παρακάτω.

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

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

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

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

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

(γ) Η IBM δεν φέρει ευθύνη προς το Δικαιούχο Άδειας Χρήσης και δεν θα υποστηρίξει, θα 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 ζημιές, ζημιές ηθικής βλάβης ή ποινικές ρήτρες,



συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

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

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

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brltty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasynsncs, libcap-ng, libcgroup, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceelog, libsndfile, libthai, libusb, libusbX, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scrapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, serviceelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeeyk-fonts, thai-scalable-fonts, time, tree, tmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext,

ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websockify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtplib, python-warlock, sgabios

## Περιορισμοί Εξαγωγής και Εισαγωγής

Αυτό το Πρόγραμμα μπορεί να περιέχει μηχανισμούς κρυπτογράφησης. Η μεταβίβαση του Προγράμματος σε άλλους χρήστες ή η χρήση του Προγράμματος από άλλους χρήστες μπορεί να απαγορεύεται ή να υπόκειται σε νόμους, κανονισμούς ή πολιτικές περί εξαγωγών ή εισαγωγών, συμπεριλαμβανομένων των Κανονισμών Διαχείρισης Εξαγωγών (Export Administration Regulations) των Ηνωμένων Πολιτειών. Ο Δικαιούχος Άδειας Χρήσης αναλαμβάνει κάθε ευθύνη για τη συμμόρφωση με όλους τους ισχύοντες νόμους, κανονισμούς και πολιτικές αναφορικά με την εξαγωγή, εισαγωγή ή χρήση αυτού του Προγράμματος, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, των περιορισμών που τίθενται στις Ηνωμένες Πολιτείες σε εξαγωγές ή επανεξαγωγές. Για να πληροφορηθείτε τον κωδικό κατηγορίας εξαγωγής (export classification) για αυτό το Πρόγραμμα, ανατρέξτε στην ακόλουθη ιστοσελίδα: <https://www.ibm.com/products/exporting/>.

## Γενικοί Όροι Χρέωσης

Υποδοχή (Socket) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Υποδοχή είναι το ηλεκτρονικό κύκλωμα που υποδέχεται ένα ολοκληρωμένο κύκλωμα (chip) επεξεργαστή. Εξυπηρετητής είναι ένας φυσικός υπολογιστής που αποτελείται από μονάδες επεξεργασίας, μνήμη και δυνατότητες εισόδου/εξόδου πληροφοριών (I/O) και εκτελεί ζητούμενες διαδικασίες, εντολές ή εφαρμογές για έναν ή περισσότερους χρήστες ή συσκευές πελάτη (client devices). Όταν χρησιμοποιούνται ικριώματα (racks), περιβλήματα blades (blade enclosures) ή άλλοι παρόμοιοι εξοπλισμοί, κάθε μεμονωμένη φυσική συσκευή (π.χ. κάθε blade ή κάθε

συσκευή που έχει τοποθετηθεί σε ικρίωμα) η οποία έχει τα απαιτούμενα στοιχεία θεωρείται χωριστός εξυπηρετητής. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης για κάθε Υποδοχή στους εξυπηρετητές που καθίστανται διαθέσιμοι στο Πρόγραμμα.

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

## Όροι για το Συγκεκριμένο Πρόγραμμα

### 1. Μεταβίβαση Δικαιωμάτων και Υποχρεώσεων αναφορικά με το Πρόγραμμα

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

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

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

### 2. Εμπορικές Υπηρεσίες "Φιλοξενίας"

Παρά τα όσα προβλέπονται περί του αντιθέτου στην παρούσα Σύμβαση, η IBM παραχωρεί στο Δικαιούχο Άδειας Χρήσης τον περιορισμένο δικαίωμα να χρησιμοποιεί τα

Προγράμματα για την παροχή Εμπορικών Υπηρεσιών Φιλοξενίας στους πελάτες του ("Τελικοί Χρήστες"). Οι "Εμπορικές Υπηρεσίες Φιλοξενίας" (Commercial Hosting Services), για τους σκοπούς της παρούσας Σύμβασης, ορίζονται ως η παροχή πόρων επεξεργασίας, αποθήκευσης, δικτύωσης και άλλων βασικών υπολογιστικών πόρων σε έναν ή περισσότερους Τελικούς Χρήστες, μέχρι το επίπεδο Εξουσιοδοτημένης Χρήσης του Δικαιούχου Άδειας Χρήσης.

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

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

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

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

### 3. Χρήση Πληροφοριών

Ο Δικαιούχος Άδειας Χρήσης συμφωνεί να επιτρέπει στην International Business Machines Corporation και στις θυγατρικές της να αποθηκεύουν και να χρησιμοποιούν τα στοιχεία επικοινωνίας για την Υποστήριξη του Δικαιούχου Άδειας Χρήσης τα οποία συλλέχθηκαν κατά τη διάρκεια της διαδικασίας ενεργοποίησης του Electronic Service Agent, συμπεριλαμβανομένων ονομάτων, αριθμών τηλεφώνου και διευθύνσεων e-mail, όπου η IBM και οι θυγατρικές της δραστηριοποιούνται επιχειρηματικά. Η επεξεργασία και χρήση των εν λόγω στοιχείων θα πραγματοποιείται στα πλαίσια της επιχειρηματικής μας σχέσης. Τα στοιχεία αυτά μπορεί να παρασχεθούν σε τρίτους που τελούν υπό τη διεύθυνση της IBM, όπως σε υπεργολάβους που στελεχώνουν το Κέντρο Υποστήριξης ή σε εκδοχείς της International Business Machines Corporation και των θυγατρικών της. Τα στοιχεία θα χρησιμοποιούνται στα πλαίσια των συλλογικών τους επιχειρηματικών δραστηριοτήτων, συμπεριλαμβανομένης της επικοινωνίας με το Δικαιούχο Άδειας Χρήσης (π.χ. για τη διεκπεραίωση παραγγελιών, για δραστηριότητες προώθησης, για τον προσδιορισμό προβλημάτων ή για έρευνα αγοράς).

Το Πρόγραμμα μπορεί να συλλέγει δεδομένα για τη χρήση πόρων, την απόδοση και το σχεδιασμό δυναμικότητας του συστήματος ("Πληροφορίες Υπηρεσίας") και να διαχειρίζεται αρχεία καταγραφής σφαλμάτων συστήματος (system failure logs) και λειτουργίες παρακολούθησης συμβάντων προληπτικής συντήρησης ("Δημιουργία Αναφορών Προβλημάτων Υλικού Εξοπλισμού"). Επιπροσθέτως, το Electronic Service Agent μπορεί να παρέχει επίσης ένα μηχανισμό για τη μετάδοση πρόσθετων πληροφοριών για τυποποιημένες προσφορές της IBM για τις οποίες έχει υπογράψει σύμβαση ο Δικαιούχος Άδειας Χρήσης.

Στις Πληροφορίες Υπηρεσίας μπορεί να περιλαμβάνεται η συλλογή και διατήρηση αρχείων καταγραφής πληροφοριών χρήσης πόρων του συστήματος, απόδοσης και σφαλμάτων συστήματος, κωδικών εξαρτημάτων (part feature codes), αριθμών εξαρτημάτων (part number), αριθμών σειράς εξαρτημάτων (part serial number), θέσεων εξαρτημάτων, απογραφής λογισμικού (software inventory), εφαρμογών του λειτουργικού συστήματος, προσωρινών επιδιορθώσεων προγραμμάτων (PTF), επιπέδων συντήρησης και τιμών παραμέτρων. Στις Πληροφορίες Υπηρεσίας δεν περιλαμβάνεται κατά άλλον τρόπο η συλλογή ή μετάδοση οικονομικών στατιστικών δεδομένων ή δεδομένων του προσωπικού της εταιρείας του Δικαιούχου Άδειας Χρήσης, ούτε των επιχειρηματικών του σχεδίων.

Ο Δικαιούχος Άδειας Χρήσης συμφωνεί ότι η IBM μπορεί να χρησιμοποιεί και να μοιράζεται Πληροφορίες Υπηρεσίας εντός της IBM, καθώς και με τρίτους όπως υπεργολάβοι που στελεχώνουν το Κέντρο Υποστήριξης ή εκδοχείς που τελούν υπό τη διεύθυνση της IBM. Τα δεδομένα που συγκεντρώνονται από αυτές τις λειτουργίες παρακολούθησης ("Πληροφορίες του Δικαιούχου Άδειας Χρήσης") θα χρησιμοποιούνται για σκοπούς προσδιορισμού προβλημάτων, παροχής βοήθειας στο Δικαιούχο Άδειας Χρήσης στο σχεδιασμό δυναμικότητας, παροχής βοήθειας στην IBM στη βελτίωση προϊόντων και υπηρεσιών της IBM και ενημέρωσης του Δικαιούχου Άδειας Χρήσης σχετικά με την κατάσταση του συστήματος του Δικαιούχου Άδειας Χρήσης και τις λύσεις που διαθέτουμε.

Ο Δικαιούχος Άδειας Χρήσης συμφωνεί επίσης ότι οι Πληροφορίες του Δικαιούχου Άδειας Χρήσης μπορούν να μεταβιβαστούν σε φυσικά ή νομικά πρόσωπα σε οποιαδήποτε χώρα, εντός και εκτός της Ευρωπαϊκής Ένωσης.

Ο Δικαιούχος Άδειας Χρήσης μπορεί οποτεδήποτε να ζητήσει τη διακοπή της εκ μέρους του χρήσης του Προγράμματος. Οι Δικαιούχοι Άδειας Χρήσης που επιθυμούν να διακόψουν τη χρήση του Προγράμματος πρέπει να αποστείλουν ένα email στη διεύθυνση "esrv@us.ibm.com" στο οποίο δηλώνουν την επιθυμία τους να τερματίσουν την παρούσα Σύμβαση για το Electronic Service Agent. Στο email πρέπει επίσης να δηλώνεται ο τύπος συστήματος και ο αριθμός σειράς (serial number) για τον οποίο ο Δικαιούχος Άδειας Χρήσης υποβάλλει το αίτημα διακοπής χρήσης. Μετά την παραλαβή του εν λόγω αιτήματος, η IBM θα αφαιρέσει από τις βάσεις δεδομένων της όλα τα στοιχεία επικοινωνίας για την υποστήριξη του Δικαιούχου Άδειας Χρήσης τα οποία συλλέχθηκαν κατά τη χρήση αυτού του Προγράμματος και πάσουν να ενημερώνονται οποιεσδήποτε χρησιμοποιούμενες από το Δικαιούχο Άδειας Χρήστη υπηρεσίες που κάνουν χρήση παρεχόμενων από το πρόγραμμα δεδομένων.

## INFORMASI LISENSI

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

Nama Program: IBM PowerKVM, V3.1

Nomor Program: 5765-KV3

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

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

## Kode Berlisensi Terpisah

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

syarat-syarat perjanjian lisensi pihak ketiga tersebut mengatur penggunaan Pemegang Lisensi atas semua Kode Berlisensi Terpisah kecuali apabila disebutkan lain di bawah ini.

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

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

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

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



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

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

Berikut ini adalah Kode Berlisensi Terpisah:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwaf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages,

freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## **Pembatasan Ekspor dan Impor**

Program ini dapat berisi kriptografi. Transfer ke, atau penggunaan oleh, para pengguna Program dapat dilarang atau tunduk kepada undang-undang, peraturan atau kebijakan ekspor atau impor, termasuk undang-undang, peraturan atau kebijakan ekspor dan impor Peraturan Administrasi Ekspor Amerika Serikat (United States Export Administration Regulations). Pemegang Lisensi menerima semua tanggung jawab untuk mematuhi semua undang-undang, peraturan, dan kebijakan yang berlaku terkait dengan ekspor, impor atau penggunaan Program ini, termasuk tetapi tidak terbatas pada, pembatasan-pembatasan tentang ekspor dan ekspor ulang di A.S. Untuk mendapatkan klasifikasi ekspor dari Program ini, lihat:

<https://www.ibm.com/products/exporting/>.

## **Syarat-syarat Umum Pengenaan Biaya**

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

menganggap dirinya sebagai server yang terpisah. Pemegang Lisensi harus memperoleh kepemilikan untuk setiap Soket pada setiap server fisik yang disediakan untuk Program.

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

## **Syarat-syarat unik Program**

### **1. Transfer Hak dan Kewajiban Program**

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

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

Apabila kepemilikan Program dipindahkan ke mesin lainnya di dalam Perusahaan Pemegang Lisensi, penggunaan Program harus tetap diatur oleh Perjanjian ini. Apabila Pemegang Lisensi ingin menggunakan kepemilikan Program pada mesin yang berbeda di dalam Perusahaan Pemegang Lisensi dengan kepemilikan yang berbeda atau lebih besar daripada mesin aslinya, maka Pemegang Lisensi harus mendapatkan kepemilikan yang tepat dari IBM atau pencecernya yang sah dan harus memperbarui kepemilikan Pemegang Lisensi atas pemeliharaan dan dukungan perangkat lunak untuk Program tersebut. Transfer kepemilikan Program ke mesin lainnya di dalam Perusahaan Pemegang Lisensi mengakhiri hak Pemegang Lisensi untuk menggunakan Program pada mesin dari mana kepemilikan Program telah ditransfer.

### **2. Layanan Penyelenggaraan Komersial**

Meskipun terdapat ketentuan lain yang menetapkan sebaliknya dalam Perjanjian ini, IBM memberikan kepada Pemegang Lisensi hak terbatas untuk menggunakan Program untuk menyediakan Layanan Penyelenggaraan Komersial kepada kliennya ("Pengguna Akhir"). "Layanan Penyelenggaraan Komersial", untuk tujuan Perjanjian ini, didefinisikan sebagai pemrosesan, penyimpanan, jaringan, dan sumber komputer

fundamental lainnya, yang diberikan kepada seorang atau beberapa Pengguna Akhir, sampai dengan Penggunaan yang Sah Pemegang Lisensi.

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

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

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

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

### 3. Penggunaan Informasi

Pemegang Lisensi setuju untuk memperbolehkan International Business Machines Corporations dan anak-anak perusahaannya untuk menyimpan dan menggunakan informasi tentang kontak Dukungan Pemegang Lisensi yang dikumpulkan selama proses aktivasi Electronic Service Agent, termasuk nama-nama, nomor-nomor

telepon, dan alamat-alamat email, di mana pun mereka menjalankan bisnis. Informasi tersebut akan diproses dan digunakan terkait dengan hubungan bisnis kami, dan dapat diberikan kepada para pihak ketiga berdasarkan arahan IBM, seperti para kontraktor Pusat Dukungan, atau para penerima pengalihan hak International Business Machines Corporation dan anak-anak perusahaannya. Informasi akan digunakan sesuai dengan kegiatan-kegiatan bisnis bersama mereka, termasuk berkomunikasi dengan Pemegang Lisensi (sebagai contoh, untuk memproses pesanan-pesanan, promosi-promosi, penentuan permasalahan, dan penelitian pasar).

Program dapat melaksanakan pemanfaatan sistem, kinerja, dan Informasi tentang Layanan perencanaan kapasitas serta pencatatan-pencatatan kerusakan sistem dan fungsi-fungsi pemantauan kejadian pemeliharaan preventif ("Pelaporan Permasalahan Perangkat Keras"). Selain itu, Electronic Service Agent juga dapat menyediakan mekanisme untuk mentransmisikan informasi tambahan untuk tawaran-tawaran IBM yang untuknya Pemegang Lisensi telah mengadakan kontrak.

Informasi tentang Layanan dapat termasuk pengumpulan dan retensi pemanfaatan sistem, kinerja, dan pencatatan-pencatatan kerusakan sistem, kode-kode fitur suku cadang, nomor suku cadang, nomor seri suku cadang, lokasi-lokasi suku cadang, persediaan perangkat lunak, aplikasi-aplikasi sistem operasi, Perbaikan Program Sementara (Program Temporary Fix - PTF), tingkat-tingkat pemeliharaan, dan nilai-nilai pengaturan. Informasi tentang Layanan tidak dengan cara lain termasuk pengumpulan atau transmisi data-data finansial, statistik atau personalia perusahaan Pemegang Lisensi atau rencana-rencana bisnis Pemegang Lisensi.

Pemegang Lisensi setuju bahwa IBM dapat menggunakan dan berbagi Informasi tentang Layanan dalam IBM termasuk para pihak ketiga, seperti para subkontraktor Pusat Dukungan atau penerima pengalihan hak berdasarkan arahan IBM. Data-data yang dikumpulkan dari fungsi-fungsi pemantauan ini ("Informasi tentang Pemegang Lisensi") akan digunakan untuk tujuan-tujuan penentuan permasalahan yang membantu Pemegang Lisensi dalam kinerja dan perencanaan kapasitas, membantu IBM untuk meningkatkan produk-produk dan layanan-layanan IBM serta memberitahu Pemegang Lisensi tentang status sistem Pemegang Lisensi dan solusi-solusi yang ada pada kami.

Pemegang Lisensi juga setuju bahwa informasi tentang Pemegang Lisensi dapat ditransfer ke badan-badan usaha tersebut di negara mana pun yang merupakan negara anggota Uni Eropa atau bukan.

Sewaktu-waktu, Pemegang Lisensi dapat meminta untuk tidak menggunakan Program. Para Pemegang Lisensi yang tidak ingin menggunakan Program harus mengirimkan surat elektronik kepada "esrv@us.ibm.com" dan menyatakan keinginan mereka untuk tidak menggunakan Perjanjian untuk Electronic Service Agent ini. Surat elektronik harus juga mencantumkan jenis sistem dan nomor seri yang untuknya Pemegang Lisensi meminta untuk tidak menggunakannya. Setelah

menerima permintaan ini, IBM akan menghapus semua informasi tentang pihak pendukung dari basis-basis datanya yang dikumpulkan selama penggunaan Program ini dan setiap layanan yang digunakan oleh Pemegang Lisensi yang menggunakan data yang disediakan oleh program tidak akan diperbarui kembali.

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Nome Programma: IBM PowerKVM, V3.1

Numero Programma: 5765-KV3

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perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

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Il Programma può verificare l'utilizzo del sistema, pianifica le prestazioni e le capacità di Informazioni di Servizio e rileva i log di errore del sistema ed esegue funzioni di monitoraggio per eventi di manutenzione in modo preventivo ("Report dei Problemi Hardware"). Inoltre, Electronic Service Agent può anche fornire un meccanismo per la trasmissione di informazioni aggiuntive per le offerte IBM contratte dal licenziatario.

Service Information può includere la raccolta e la conservazione di log di utilizzo del sistema, delle prestazioni e guasto del sistema, di codici di funzione della parte, numeri parte, numeri seriali della parte, ubicazioni della parte, inventario del sistema, applicazioni del sistema operativo, PTF, livelli di manutenzione e valori di configurazione. Service Information non include in altro modo la raccolta o la trasmissione di statistiche finanziarie della società del licenziatario o di dati personali, né di piani aziendali.

Il licenziatario accetta che IBM possa utilizzare e condividere le Informazioni di Servizio al suo interno e tra le terze parti come i contraenti del Support Center o gli assegnatari sotto la direzione di IBM. I dati raccolti da tali funzioni di monitoraggio ("Informazioni del licenziatario") saranno utilizzati per scopi di determinazione dei problemi, assistendo il licenziatario nella pianificazione delle capacità e delle prestazioni, assistendo IBM nel miglioramento dei prodotti e servizi IBM comunicando al licenziatario lo stato del sistema e le soluzioni disponibili.

Inoltre, il licenziatario accetta che le proprie Informazioni possano essere trasferite a tale entità in qualsiasi paese membro o meno dell'Unione Europea.

In qualsiasi momento il licenziatario può richiedere di smettere di utilizzare il Programma. I licenziatari che desiderano smettere di utilizzare il Programma devono inviare una email a "esrv@us.ibm.com" ed indicare la loro scelta di terminare l'Accordo per Electronic Service Agent. La email deve anche indicare il tipo di sistema e il numero di serie per cui il licenziatario presenta la richiesta di rescissione. Alla ricezione di questa richiesta, IBM eliminerà tutte le informazioni sul contatto per il supporto per i suoi database raccolti durante l'utilizzo di questo Programma e qualsiasi servizio in uso da parte del licenziatario che utilizza dati forniti dal programma non sarà più aggiornato.

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プログラム名: IBM PowerKVM, V3.1

プログラム番号: 5765-KV3

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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

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acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, etc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyncns, libcap-ng, libccgroup, libconfig, libcroco, libdaemon, libdb, libdwf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue,

libnfnetwork, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, service, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfd, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtlib, python-warlock, sgabios



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## 特記事項

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本「プログラム」は、システムの使用率、パフォーマンスおよびキャパシティー・プランニングについての情報収集（以下あわせて「サービス情報」といいます。）およびシステム障害ログおよび予防保守イベントの監視・報告（以下あわせて「ハードウェア問題報告」といいます。）という 2 つのモニター機能を提供します。さらに、Electronic Service Agent は、ライセンシーが契約した IBM オファリングに対する追加の情報を送信する仕組みも提供します。

サービス情報には、システム使用率、パフォーマンスおよびシステム障害ログ、部品フィーチャー・コード、部品番号、部品シリアル番号、部品の位置、ソフトウェア・インベントリ、オペレーティング・システム・アプリケーション、PTF、保守レベルおよび構成値の収集および保有が含まれる場合があります。サービス情報として、ライセンシーの企業の財政情報、統計情報もしくは個人情報、または業務計画が収集または送信されることはありません。

ライセンシーは、IBM の指揮下にあるサポート・センターの委託先のような第三者または事業継承先を含め、IBM 社内でライセンシーのサービス情報を使用し共用することに同意するものとします。IBM は、これらのモニター機能によって収集されたデータ（以下「ユーザー情報」といいます。）を問題判別、ライセンシーのパフォーマンスおよびキャパシティー計画立案支援、IBM の製品およびサービスの強化、ライセンシーのシステム状況と IBM が提供可能なソリューションをお知らせする目的で使用するものとします。

また、ライセンシーは、ユーザー情報が EU の加盟国であるかどうかにかかわらず、任意の国の法人または個人（IBM、IBM ビジネス・パートナーまたは IBM と契約した第三者）に転送される可能性があることにも同意するものとします。

ライセンシーは、「プログラム」の使用をいつでも中止することを要求できます。「プログラム」の使用中止を希望するライセンシーは、"esrv@us.ibm.com" 宛に電子メールを送信し、Electronic Service Agent に関するこの契約を解約することを表明するものとします。ライセンシーは、使用中止を希望するシステムのタイプとシリアル番号も電子メールに記載する必要があります。この要求を受領次第、IBM は本「プログラム」の使用中に収集されたデータベースからすべての連絡先情報を削除するものとし、プログラムが提供したデータを利用するライセンシーによる使用においていかなるサービスも更新されなくなります。

# 라이선스 정보

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

프로그램 이름: IBM PowerKVM, V3.1  
프로그램 번호: 5765-KV3

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

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

## 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 라이

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

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

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

다음은 별도로 라이선스가 부여된 코드입니다.

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compatible, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen,

python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pylblzma, python-gudev, python-suds, python-websockify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, factor, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## 수출입 제한사항

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## 일반 요금 조항

소켓은 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 소켓이란 프로세서 칩을 채택한 전자 회로를 의미합니다. 서버는 프로세싱 유닛, 메모리 및 입/출력 기능으로 구성되고 하나 이상의 사용자나 클라이언트 디바이스에 대해 요청된 프로시저, 명령 또는 애플리케이션을 실행하는 물리적 컴퓨터입니다. 랙, 블레이드 엔클로저 또는 기타 유사한 장치를 사용하는 경우, 필수 구성요소



가 포함된 분리 가능한 각 물리적 디바이스(예: 블레이드, 랙 마운트 디바이스 등)는 그 자체가 개별적인 하나의 서버로 간주됩니다. 라이선스 사용자는 본 프로그램에 제공되는 서버의 각 소켓에 대한 권한을 취득해야 합니다.

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

## 프로그램 고유 조항

### 1. 프로그램 권리 및 의무의 이전

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

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

본 프로그램 권한을 라이선스 사용자의 기업집단 내에서 다른 기계로 이동해도 본 계약은 프로그램 사용에 대하여 계속 적용됩니다. 라이선스 사용자가 원래 기계보다 더 많거나 상이한 권한이 있는 라이선스 사용자의 기업집단 내의 다른 기계에서 본 프로그램 권한을 사용하고자 하는 경우, 라이선스 사용자는 IBM이나 인가된 리셀러로부터 필요한 권한을 취득해야 하고, 그러한 프로그램에 대한 소프트웨어 유지보수 및 지원 서비스에 대한 라이선스 사용자의 권한을 업데이트해야 합니다. 라이선스 사용자의 기업집단 내에서 본 프로그램 권한을 다른 기계로 이전하는 경우, 본 프로그램 권한이 있던 기존의 기계에서 본 프로그램을 사용할 수 있는 라이선스 사용자의 권한은 해지됩니다.

### 2. 상업 호스팅 서비스

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

라이선스 사용자는 자신의 최종 사용자가 본 프로그램과 상호작용하고 프로그램 기능을 사용하는 것을 허용할 수 있습니다. 그러나 최종 사용자가 프로그램의 실제 코드나 문서를 읽기, 표시, 복사, 양도 또는 전송하는 것은 허용하지 않습니다. 라이선스 사용자는 최종 사용자가 본 계약의 조항을 준수하도록 할 책임이 있습니다. 라이선스 사용자는 최종 사용자가 본 프로그램의 실제 코드나 문서를 읽기, 표시, 복사 또는 전송할 수 없도록 물리적 액세스, 통신 및 소프트웨어 액세스에

대한 적절한 제어를 구현해야 합니다. 라이선스 사용자는 어떠한 경우에도 본 프로그램에 대한 라이선스를 최종 사용자에게 양도할 수 없다는 점을 최종 사용자에게 알려야 합니다. 또한 다음 사항도 최종 사용자에게 알려야 합니다.

- a. "강행 법규에 의한 보증은 제외하고, IBM은 본 프로그램의 사용에 대해 상품성, 특정 목적에의 적합성 및 타인의 권리 침해에 대한 묵시적 보증이나 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증이나 조건을 제공하지 않습니다. "
- b. IBM은 최종 사용자가 본 프로그램을 사용함으로써 발생한 기대했던 수익, 비용 절감이 실현되지 못하여 발생하는 손해, 부수적 손해 또는 기타 경제적인 결과적 손해에 대해 이와 같은 손해의 발생 가능성을 라이선스 사용자 또는 IBM이 통지 받은 경우라도 일체 책임을 지지 않습니다.

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

### 3. 정보 사용

라이선스 사용자는 IBM 및 그 계열사가 영업을 하는 곳에서는 어디서나 Electronic Service Agent를 활성화하는 과정에서 수집된 라이선스 사용자의 지원 서비스 담당자 정보(이름, 전화번호 및 전자우편 주소 포함)를 저장하고 사용할 수 있도록 허용할 것에 동의합니다. 이러한 정보는 귀하와 IBM간의 영업 관계를 위하여 처리되거나 사용될 것이며, IBM의 지시에 따라 지원 센터(Support Center) 계약직 직원, IBM 및 계열사의 파견 직원 등의 제3자에게 제공될 수 있습니다. 또한 라이선스 사용자와의 통신을 포함한 총체적인 영업 활동(예: 주문 처리, 영업 촉진, 문제점 해결 및 시장 조사)을 위해 사용될 것입니다.

본 프로그램은 시스템 활용화, 성능 및 용량 계획 서비스 정보 및 시스템 장애 로그 및 예방적 보수 이벤트(이하 "하드웨어 문제점 보고") 모니터링 기능을 수행합니다. Electronic Service Agent는 라이선스 사용자가 계약을 체결한 IBM 오픈링에 대한 추가 정보를 전송하는 메커니즘도 제공합니다.

서비스 정보에는 시스템 활용화, 성능 및 시스템 장애 로그, 부품 피쳐 코드, 부품 번호, 부품 일련 번호, 부품 위치, 소프트웨어 자원 명세, 운영 체제 애플리케이션, PTF, 유지보수 레벨 및 구성 값의 수집 및 보수가 포함됩니다. 그러나 서비스 정보에는 라이선스 사용자의 재무 통계, 인력 관리 정보 또는 영업 계획에 대한 수집이나 전송은 포함되지 않습니다.

라이선스 사용자는 IBM의 지시에 따라 지원 센터 계약 직원 또는 파견 직원 등의 제3자를 포함하여 IBM 내부에서 서비스 정보를 사용하고 공유할 수 있다는 것에 동의합니다. 모니터링 기능을 사용하여 수집된 정보(이하 "라이선스 사용자 정보")는 문제점을 판별하고 성능 및 용량 계획을 지원하고 IBM 제품 및 서비스를 개선하며 라이선스 사용자의 시스템 상태 및 문제점 해결책을 라이선스 사용자에게 통지하기 위한 용도로 사용됩니다.

라이선스 사용자는 유럽 연합을 포함한 모든 국가에 속하는 법인에 라이선스 사용자의 정보를 전송할 수 있다는 것에도 동의합니다.



언제든지 라이선스 사용자는 본 프로그램의 사용에 대한 취소 요청을 할 수 있습니다. 프로그램 사용을 취소하고자 하는 라이선스 사용자는 "esrv@us.ibm.com"으로 이메일을 발송하여, 본 Electronic Service Agent 계약의 해약 의사를 통지해야 합니다. 라이선스 사용자가 취소 요청을 하는 시스템 유형(system type)과 일련 번호도 이메일에 기재해야 합니다. 이러한 요청이 수신되면, IBM은 프로그램 사용 중에 수집된 모든 지원 담당자 정보를 데이터베이스에서 삭제하며, 프로그램 제공 데이터를 사용하여 라이선스 사용자가 이용한 서비스는 더 이상 업데이트되지 않습니다.

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Programos pavadinimas: IBM PowerKVM, V3.1

Programos numeris: 5765-KV3

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acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronic, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbtterm, fcoe-utils, fence-agents, filesystem, firewallld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libserviceelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom,

mozsjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, polycoreutils, polkit, polkit-pkla-compatible, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pylablzma, python-gudev, python-suds, python-websockify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## **Eksporto ir importo apribojimai**

Šioje Programoje gali būti šifravimų. Vartotojams Programą perduoti arba ją naudoti gali būti draudžiama arba gali būti taikomi eksporto ar importo įstatymai, taisyklės arba strategijos, įskaitant Jungtinių Amerikos Valstijų eksporto valdymo reglamentą. Licencijas prisiima visą atsakomybę už visų taikomų įstatymų, taisyklių ir strategijų, susijusių su šios Programos

eksportu, importu arba naudojimu, įskaitant, bet neapsiribojant, JAV eksporto arba pakartotinio eksporto apribojimus, laikymąsi. Norėdami gauti šios Programos eksporto kategoriją, žr: <https://www.ibm.com/products/exporting/>.

## **Bendrosios mokesčių sąlygos**

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

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

## **Unikalios programos sąlygos**

### **1. Programos teisių ir įsipareigojimų perdavimas**

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

Licenciatas negali perduoti Programos kitai šaliai. Licenciatas gali perkelti Programos teises, remdamasis Licenciatui suteikimo dokumentu, į kitą Licenciatui organizacijoje esantį įrenginį. Organizacija yra bet koks juridinis asmuo (įskaitant, be apribojimų, asmenį, bendrovę arba korporaciją) ir Antrinė bendrovė. Antrinė bendrovė ? tai bet koks juridinis asmuo, kurio daugiau nei 50 % balso teisių arba, jei balso teisių nėra, sprendimų priėmimo teisių, tiesiogiai arba netiesiogiai priklauso Organizacijai arba yra jos valdoma.

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

### **2. Komercinės išteklių nuomos paslaugos**

Neatsižvelgiant į prieštaraujančias šios sutarties nuostatas, IBM suteikia Licenciatui ribotą teisę naudoti Programas teikiant Komercinės išteklių nuomos paslaugas savo klientams („Galutiniams vartotojams“). „Komercinės išteklių nuomos paslaugos“ šios Sutarties tikslais

apibrėžiamos kaip apdorojimo, saugojimo, tinklų ir kitokios fundamentalios kompiuterijos ištekliai, teikiami vienam ar keliems Galutiniams vartotojams, neviršijant Licencianto įgaliojoto naudojimo teisių.

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

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

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

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

### 3. Informacijos naudojimas

Licenciatas sutinka leisti „International Business Machines Corporations“ ir jai pavaldžioms bendrovėms saugoti ir naudoti „Electronic Service Agent“ aktyvinimo metu surinktą Palaikymo kontaktinę informaciją, įskaitant vardus, telefono numerius ir el. pašto adresus, visose verslo srityse. Tokia informacija bus apdorojama ir naudojama sąsajoje su mūsų verslo ryšiais ir IBM nurodymu gali būti teikiama trečiosioms šalims, pavyzdžiui, Palaikymo centro rangovams, arba „International Business Machines Corporation“ ir jai pavaldžių bendrovių atstovams. Informacija bus naudojama atsižvelgiant į jų bendrąsias verslo veiklas, įskaitant ryšius su Licenciatu (pavyzdžiui, užsakymams apdoroti, reklamai, problemoms nustatyti ir atliekant rinkos tyrimus).

Programa gali naudoti sistemą, planuoti našumą ir pajėgumą („Techninės priežiūros informacija“), atlikdama sistemos klaidų žurnalų ir profilaktinės priežiūros įvykių („Techninės įrangos problemų ataskaitos“) stebėjimo funkcijas. Be to, „Electronic Service Agent“ gali pateikti papildomos informacijos apie IBM pasiūlymus, pagal kuriuos Licenciatas sudarė sutartį, perdavimo mechanizmą.

Techninės priežiūros informacija gali apimti sistemos naudojimo, veikimo ir sistemos trikčių žurnalų, detalių kodų, detalių numerių, detalių serijos numerių, detalių vietų, programinės įrangos inventorizacijos, operacinės sistemos taikomųjų programų, PLT, priežiūros lygmenų ir konfigūracijos verčių surinkimą ir išsaugojimą. Į techninės priežiūros informaciją neįtraukiami Licenciatų organizacijos finansiniai statistiniai duomenys, duomenys apie personalą, Licenciatų verslo planus ir tokie duomenys nėra perduodami.

Licenciatas sutinka, kad IBM gali bendrai naudoti techninės priežiūros informaciją IBM viduje, įskaitant trečiąsias šalis, pavyzdžiui, palaikymo centro subrangovus arba IBM nurodytus atstovus. Duomenys, surinkti naudojant šias stebėjimo funkcijas („Licenciatų informacija“), bus naudojami problemoms nustatyti, padėti Licenciatui planuoti veikimą ir apimtis, padėti IBM tobulinti IBM produktus ir paslaugas bei pranešti Licenciatui apie Licenciatų sistemos būseną ir galimus sprendimus.

Taip pat Licenciatas sutinka, kad Licenciatų informaciją galima perduoti tokiems subjektams bet kurioje šalyje, nepaisant, ar ta šalis yra Europos Sąjungos narė.

Licenciatas gali bet kuriuo metu atsisakyti naudoti Programą. Licenciatas, norintys atsisakyti naudoti Programą, turėtų išsiųsti el. laišką į „esrv@us.ibm.com“ ir nurodyti, kad jie nori atsisakyti šios „Electronic Service Agent“ sutarties. El. laiške taip pat turi būti nurodytas sistemos, kurios Licenciatas nori atsisakyti, tipas ir serijos numeris. Gavusi šį prašymą IBM iš savo duomenų bazių pašalins visą palaikymo kontaktinę informaciją, kuri buvo surinkta šios Programos naudojimo metu, o bet kokios Licenciatų naudojamos paslaugos, naudojančios programos pateiktus duomenis, nebus atnaujinamos.

# INFORMACJE LICENCYJNE

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

Nazwa Programu: IBM PowerKVM, V3.1

Numer Programu: 5765-KV3

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

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

## Kod Licencjonowany Oddzielnie

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 Licencjodawcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON\_IBM\_LICENSE dołączonym (dołączonych) do Programu. Bez względu na jakiegokolwiek inne warunki Umowy lub jakiegokolwiek innej umowy z IBM, używanie całego Kodu Licencjonowanego Oddzielnie podlega warunkom takiej umowy licencyjnej osoby trzeciej (takich umów licencyjnych osób trzecich), chyba że poniższe warunki stanowią inaczej.



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

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

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

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

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

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

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebtabs, ed, elfutils, ethtool, fbtterm, fcoe-utils, fence-agents, filesystem, firewall, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyncns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, service, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eyek-fonts, thai-scalable-fonts, time, tree, ttmkfd, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, liballoc, libtasn1, libevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktype-naqsh-fonts, patch, pylblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators,

perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Ograniczenia eksportowe i importowe

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

## Ogólne warunki opłat

Gniazdo to jednostka miary, według której licencjonowany jest Program. Gniazdo jest to układ elektroniczny, na którym instaluje się układ procesora. Serwer to komputer fizyczny, składający się z jednostek przetwarzających, pamięci i funkcji wejścia/wyjścia, na którym wykonuje się żądane procedury lub komendy albo uruchamia aplikacje na użytek użytkowników końcowych lub urządzeń klienckich (jednego lub więcej). W przypadku wykorzystania stelaży przemysłowych, obudów na serwery kasetowe czy innych podobnych urządzeń każde oddzielne urządzenie fizyczne (np. serwer kasetowy czy urządzenie instalowane w stelażu), które ma wymagane komponenty, uznawane jest za oddzielny serwer. Licencjobiorca musi nabyć uprawnienia dla każdego Gniazda na serwerach dostępnych dla Programu.

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

## Warunki specyficzne dla Programów

### 1. Przeniesienie praw i obowiązków związanych z Programem

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

Licencjobiorca nie może przenieść Programu na inny podmiot. Licencjobiorca może przenieść uprawnienia do Programu, na warunkach dokumentu Proof of Entitlement, na inną maszynę w

swoim Przedsiębiorstwie. Przedsiębiorstwo oznacza dowolną osobę prawną (a w szczególności spółkę, w tym spółkę cywilną, ale również osobę fizyczną prowadzącą działalność gospodarczą) i jej Przedsiębiorstwa Podporządkowane. Przedsiębiorstwo Podporządkowane oznacza dowolną osobę prawną, której więcej niż 50% udziałów dających prawo głosu lub - jeśli udziały takie nie istnieją - uprawnień do podejmowania decyzji należy, w danym momencie, bezpośrednio lub pośrednio, do Przedsiębiorstwa lub jest przez nie kontrolowane.

Jeśli uprawnienia do Programu zostaną przeniesione na inną maszynę w Przedsiębiorstwie Licencjobiorcy, używanie Programu będzie nadal podlegać niniejszej Umowie. Jeśli Licencjobiorca chce używać uprawnień do Programu na innej maszynie w obrębie swojego Przedsiębiorstwa, przy czym uprawnienia te mają być inne lub większe niż w przypadku pierwotnej maszyny, wówczas Licencjobiorca musi uzyskać odpowiednie uprawnienia od IBM lub od autoryzowanego resellera IBM oraz zaktualizować swoje uprawnienia do serwisowania i wsparcia dla takiego Programu. Przeniesienie uprawnień do Programu na inną maszynę w przedsiębiorstwie Licencjobiorcy powoduje zakończenie upoważnienia do używania Programu na maszynie, z której uprawnienia te zostały przeniesione.

## 2. Komercyjne usługi serwerowe

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

Licencjobiorca może zezwolić Użytkownikom Końcowym na interakcję z Programami i korzystanie z ich funkcji. Licencjobiorca nie może zezwalać Użytkownikom Końcowym na odczytywanie, wyświetlanie, kopiowanie, przenoszenie lub przysyłanie rzeczywistego kodu lub dokumentacji Programu. Licencjobiorca ponosi odpowiedzialność za przestrzeganie warunków niniejszej Umowy przez Użytkowników Końcowych. Licencjobiorca wdroży odpowiednie mechanizmy kontroli z zakresu dostępu fizycznego, komunikacji i dostępu do oprogramowania, aby uniemożliwić Użytkownikom Końcowym odczyt, wyświetlanie, kopiowanie lub przysyłanie rzeczywistego kodu lub dokumentacji Programów. Licencjobiorca ma obowiązek powiadomić Użytkowników Końcowych, że licencja na Program w żadnym momencie nie jest przenoszona na Użytkownika Końcowego. Ponadto Licencjobiorca powiadomi Użytkownika Końcowego, że:

a. "Z ZASTRZEŻENIEM BEZWZGLĘDNE OBOWIĄZUJĄCYCH PRZEPISÓW PRAWA, KTÓRYCH NIE MOŻNA WYŁĄCZYĆ, IBM NIE UDZIELA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ) ANI NIE USTALA WARUNKÓW, WYRAŻNYCH CZY DOMNIEMANYCH, W ZAKRESIE UŻYWANIA PROGRAMU, A W SZCZEGÓLNOŚCI DOMNIEMANYCH GWARANCJI LUB WARUNKÓW

## PRZYDATNOŚCI HANDLOWEJ, PRZYDATNOŚCI DO OKREŚLONEGO CELU CZY NIENARUSZANIA PRAW OSÓB TRZECICH"; a także

b. IBM nie ponosi odpowiedzialności za utracone korzyści (zyski, oszczędności, dochody) oraz za wszelkie szkody uboczne i szkody, których nie można było przewidzieć przy zawieraniu umowy, wynikające z używania Programu przez Użytkownika Końcowego, nawet jeśli Licencjodawca lub IBM zostali poinformowani o możliwości wystąpienia takich szkód.

O ile niniejsza Umowa nie stanowi wyraźnie inaczej, Licencjodawca nie jest upoważniony do używania Programu w celu świadczenia komercyjnych usług w zakresie technologii informatycznych na rzecz osób trzecich. Licencjodawca nie może wypożyczać ani dzierżawić Programu, udzielać dalszych licencji na Program, ani zezwalać na wykorzystywanie Programu przez różne osoby w następujących po sobie okresach ("timesharing"). Licencjodawca może uzyskać dodatkowe prawa pod warunkiem uiszczenia dodatkowych opłat lub na mocy innych bądź uzupełniających warunków. IBM zastrzega sobie prawo do decydowania, czy takie dodatkowe prawa zostaną przyznane Licencjodawcy.

### 3. Korzystanie z informacji

Licencjodawca zezwala International Business Machines Corporation i przedsiębiorstwom podporządkowanym International Business Machines Corporation na przechowywanie i wykorzystywanie informacji kontaktowych w zakresie wsparcia, zebranych w procesie aktywacji programu Electronic Service Agent, w tym imion i nazwisk, numerów telefonów i adresów e-mail, wszędzie tam, gdzie przedsiębiorstwa te prowadzą działalność. Informacje takie będą przetwarzane i wykorzystywane w związku z relacjami biznesowymi łączącymi strony. Informacje te mogą być dostarczane osobom trzecim pod nadzorem IBM, takim jak dostawcy centrum wsparcia, lub cesjonariuszom International Business Machines Corporation i przedsiębiorstw podporządkowanych International Business Machines Corporation. Informacje będą wykorzystywane w sposób odpowiadający prowadzonej przez te przedsiębiorstwa działalności, w tym w celu komunikowania się z Licencjodawcą (np. w celu przetwarzania zamówień, określania problemów oraz prowadzenia promocji i badań rynku).

Program może monitorować wykorzystanie systemu, wydajność i planowanie mocy obliczeniowej (informacje te zwane są dalej łącznie "Informacjami Serwisowymi") oraz dzienniki awarii systemowych i zdarzenia serwisowania prewencyjnego (zwane dalej łącznie "Raportowaniem Problemów Sprzętowych"). Ponadto Electronic Service Agent może również udostępniać mechanizm przesyłania dodatkowych informacji o produktach oferowanych przez IBM, którymi zainteresowany jest Licencjodawca.

Informacje Serwisowe obejmować mogą zbierane i przechowywane informacje z dzienników o poziomie wykorzystania systemu, wydajności i awariach systemowych, informacje o kodach opcji części, numerach części, numerach seryjnych części, lokalizacji części, zasobach systemowych, aplikacjach systemu operacyjnego, poprawkach PTF, poziomach konserwacyjnych oraz konfiguracji. Informacje Serwisowe nie obejmują natomiast zbierania ani przesyłania danych finansowych, statystycznych ani kadrowych przedsiębiorstwa Licencjodawcy ani też jego planów biznesowych.

Licencjobiorca zgadza się na wykorzystywanie przez IBM Informacji Serwisowych i współużytkowanie ich w obrębie IBM, w tym dzielenie się nimi ze stronami trzecimi pod nadzorem IBM, takimi jak dostawcy centrum wsparcia, lub cesjonariuszami. Dane zebrane wskutek działania powyższych funkcji monitorujących (zwane dalej "Informacjami Licencjobiorcy") wykorzystywane będą w celu określania problemów, asystowania Licencjobiorcy przy planowaniu wydajności i mocy obliczeniowej, asystowania IBM przy ulepszaniu produktów i usług IBM oraz powiadamiania Licencjobiorcy o statusie systemu Licencjobiorcy i dostępnych rozwiązaniach IBM.

Ponadto Licencjobiorca wyraża zgodę na przesyłanie Informacji Licencjobiorcy do takich podmiotów w dowolnym kraju, bez względu na to, czy kraj ten należy do Unii Europejskiej.

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Nome do Programa: IBM PowerKVM, V3.1

Número do Programa: 5765-KV3

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texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

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Название Программы: IBM PowerKVM, V3.1

Номер Программы: 5765-KV3

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- (d) IBM не несет ответственности за какие-либо прямые, не прямые, непредвиденные, особые, типовые или косвенные убытки или штрафные санкции, включая, но не ограничиваясь этим, потерянные данные, утраченные сбережения и упущенные доходы, в отношении Отдельно Лицензируемого Программного Кода.

Независимо от этих исключений, в Германии и Австрии гарантия и ответственность IBM за Отдельно Лицензируемый Программный Код регулируется только соответствующими условиями лицензионных соглашений IBM, применимыми к Германии и Австрии.

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

Нижеперечисленное является Отдельно Лицензируемым Программным Кодом:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libccgroup, libconfig, libcroco, libdaemon, libdb, libdwf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnftlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservicelog, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeeyek-fonts, thai-scalable-fonts, time, tree, tmkfdi, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-fonts, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, liballoc, libtasn1, libevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pylibzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long,



perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Ограничения на Экспорт и Импорт

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

## Общие Условия Оплаты

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

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

# Особые Положения для Программы

## 1. Передача Прав и Обязанностей в отношении Программы

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

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

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

## 2. Коммерческие услуги хостинга

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

Лицензиат может разрешить своим Конечным пользователям взаимодействовать с Программами и использовать их функции. Лицензиат не может разрешать Конечным пользователям читать, выводить на экран, копировать или передавать абсолютный код или документацию какой-либо Программы. Лицензиат несет ответственность за то, чтобы Конечные пользователи соблюдали положения Соглашения. Лицензиат должен внедрить надлежащие меры контроля за физическим доступом, средствами связи и доступом к программному обеспечению, чтобы воспрепятствовать Конечным пользователям осуществлять чтение, вывод на экран, копирование или передачу абсолютного кода или документации Программ. Лицензиат должен уведомить

Конечного пользователя, что ни в какой момент времени лицензия на Программу не передается Конечному пользователю. Лицензиат также должен уведомить Конечного пользователя о следующем:

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

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

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

### 3. Использование Информации

Лицензиат соглашается разрешить International Business Machines Corporation и ее дочерним компаниям хранить и использовать ? везде, где они ведут свою деятельность ? контактную информацию Лицензиата для Поддержки, собираемую во время активации Electronic Service Agent, включая имена, номера телефонов и адреса электронной почты. Такая информация будет обрабатываться и использоваться в связи с нашими деловыми взаимоотношениями и может предоставляться третьим сторонам, находящимся под управлением IBM, например подрядчикам, предоставляющим услуги Центра Поддержки, или уполномоченным агентам International Business Machines Corporation и ее дочерних компаний. Информация будет использоваться в соответствии с их совокупной бизнес-деятельностью, включая взаимодействие с Лицензиатом (например, для обработки заказов, уведомления о специальных предложениях, выявления неполадок и проведения маркетинговых исследований).

Программа может выполнять функции мониторинга использования системы, производительности, планирования мощности ("Служебная Информация"), а также журналов сбоев системы и событий профилактического обслуживания ("Отчеты о

Неполадках Оборудования"). Кроме того, Electronic Service Agent также может предоставлять механизм передачи дополнительной информации для предложений IBM, для которых Лицензиат заключил договор.

Служебная Информация может включать сбор и хранение информации об использовании системы, производительности и журналах сбоев системы, идентификационных кодах элементов, номерах изделий, серийных номерах изделий, расположении компонентов, перечне программного обеспечения, приложениях операционной системы, временных исправлениях программ (PTF), уровнях технического обслуживания и значениях параметров конфигурации. Служебная Информация не включает сбор или передачу ни статистических данных о финансовой деятельности или персонале Лицензиата, ни бизнес-планов Лицензиата.

Лицензиат соглашается с тем, что IBM может использовать и совместно использовать Служебную Информацию в пределах IBM, включая такие третьи стороны, как субподрядчики, предоставляющие услуги Центра Поддержки, или уполномоченные агенты под руководством IBM. Данные, собранные с помощью функций мониторинга ("Информация Лицензиата"), будут использоваться для целей выявления неполадок, содействия Лицензиату при планировании производительности и мощности, поддержки IBM в совершенствовании продуктов и услуг IBM и уведомления Лицензиата о состоянии систем Лицензиата и имеющихся у нас решениях.

Лицензиат также выражает согласие с тем, что Информация Лицензиата может быть передана таким субъектам в любой стране, являющейся или не являющейся членом Европейского Союза.

В любой момент Лицензиат может отказаться от использования Программы. Лицензиат, желающий отказаться от использования Программы, должен отправить электронное письмо по адресу "esrv@us.ibm.com" и сообщить о своем намерении расторгнуть данное Соглашение об Electronic Service Agent. В электронном письме должны быть также указаны тип и серийный номер системы, в отношении которой Лицензиат заявляет о своем отказе от использования. По получении запроса IBM удалит из своих баз данных всю контактную информацию для поддержки, собранную во время использования данной Программы, и никакие используемые Лицензиатом службы, в которых применяются данные, поставляемые программой, больше обновляться не будут.

## PODATKI O LICENCIRANJU

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

Ime programa: IBM PowerKVM, V3.1

Številka programa: 5765-KV3

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

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

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## Izvozne in uvozne omejitve

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## Pogoji, specifični za program

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Program lahko izvaja funkcije za nadzorovanje informacij o storitvah za načrtovanje uporabe sistema, zmogljivosti in kapacitete in funkcije za nadzorovanje dnevnikov sistemskih okvar in dogodkov preventivnega vzdrževanja ("poročanje o težavah s strojno opremo"). Poleg tega lahko nudi elektronski servisni posrednik tudi mehanizem za prenašanje dodatnih informacij za IBM-ove ponudbe, za katere je imetnik licence sklenil pogodbo.

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Nombre de Programa: IBM PowerKVM, V3.1

Número de Programa: 5765-KV3

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

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

A continuación se enumera Código con Licencia Separada:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brlty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebtabs, ed, elfutils, ethtool, fbtterm, fcoe-utils, fence-agents, filesystem, firewalld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip, hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyns, libcap-ng, libcgrou, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnftlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservlet, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvdp, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqp-lib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon,

perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate,  
perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP,  
perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable,  
perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators,  
perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage,  
perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt,  
perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared,  
perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version,  
perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport,  
perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer,  
perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera,  
opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## Restricciones de exportación e importación

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

## Términos Generales de Cargos

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

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

## Términos Exclusivos del Programa

1. Transferencia de los derechos y obligaciones del Programa

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

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

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

## 2. Servicios de alojamiento comercial

A pesar de cualquier disposición del presente Acuerdo, IBM concede al Licenciatario el derecho limitado a utilizar los Programas a fin de prestar Servicios de alojamiento comercial a sus clientes ("Usuarios Finales"). Los "Servicios de alojamiento comercial", a efectos de este Acuerdo, se definen como procesamiento, almacenamiento, redes y otros recursos informáticos fundamentales, puestos a disposición de uno o varios Usuarios finales, según el Uso Autorizado del Licenciatario.

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

a. "DE CONFORMIDAD CON CUALQUIER GARANTÍA OBLIGATORIA QUE NO SE PUDIERA EXCLUIR, IBM NO OFRECE NINGUNA GARANTÍA NI CONDICIÓN, YA FUERA EXPRESA O TÁCITA, RESPECTO AL USO DEL

PROGRAMA, INCLUIDAS A TÍTULO ENUNCIATIVO Y NO LIMITATIVO, LAS GARANTÍAS O CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN, ADECUACIÓN A UNA FINALIDAD CONCRETA Y NO VULNERACIÓN";

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

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

### 3. Uso de la Información

El Licenciatario acepta permitir que International Business Machines Corporations y sus subsidiarias almacenen y utilicen la información de contactos de soporte recopilada durante el proceso de activación del Agente de Servicio Electrónico, incluidos los nombres, números de teléfono y direcciones de correo electrónico, dondequiera que lleven a cabo su actividad empresarial. Dicha información se procesará y se utilizará en relación con nuestra relación empresarial y se pondrá a disposición de terceros bajo la dirección de IBM, como contratistas del centro de asistencia o cesionarios de International Business Machines Corporation y sus subsidiarias. La información se utilizará de acuerdo con actividades empresariales colectivas, incluida la comunicación con el Licenciatario (por ejemplo, para procesar pedidos, promociones, determinación de problemas y estudios de mercado).

El Programa puede realizar funciones de supervisión de la utilización, el rendimiento y la planificación de la capacidad del sistema (Información de Servicios) y registros cronológicos de anomalías del sistema y sucesos de mantenimiento preventivo ("Informe de Problemas de Hardware"). Además, Electronic Service Agent también puede proporcionar un mecanismo para transmitir información adicional para aquellas ofertas IBM que el Licenciatario haya contratado.

La "Información de Servicio" puede incluir la recopilación y retención de la utilización del sistema, rendimiento y registro cronológico de anomalías, códigos de dispositivos de componentes, números de pieza, número de serie de componentes, localizaciones de componentes, inventario de software, aplicaciones de sistema operativo, PTF, niveles de mantenimiento y valores de configuración. La Información de Servicio no incluye la recopilación ni transmisión de los datos estadísticos financieros o de personal ni los planes empresariales de la Empresa del Licenciatario.



El Licenciario acepta que IBM puede utilizar y compartir la Información de Servicio dentro de IBM, incluidos terceros como los subcontratistas del Centro de Soporte o cesionarios bajo la dirección de IBM. Los datos recopilados desde estas funciones de supervisión ("Información del Licenciario") se utilizarán para la determinación de problemas con el fin de ayudar al Licenciario con la planificación de capacidad y rendimiento, ayudar a IBM a mejorar los productos y servicios de IBM y notificar al Licenciario del estado de su sistema e informarle sobre las soluciones que tiene a su disposición.

El Licenciario también acepta que la Información del Licenciario se puede transferir a tales entidades en cualquier país, independientemente de su pertenencia a la Unión Europea.

El licenciario puede solicitar en cualquier momento dejar de utilizar el Programa. Los Licenciarios que deseen dejar de utilizar el Programa deben enviar un mensaje de correo electrónico a la dirección "esrv@us.ibm.com" e indicar que desean ser excluidos del presente Acuerdo para el agente de servicio electrónico. Debe indicarse también, en el mensaje de correo electrónico, el tipo de sistema y el número de serie para el que se solicita la exclusión. Después de recibir esta solicitud, IBM eliminará la información de contacto de soporte de la base de datos recopilada durante el uso del Programa y los servicios utilizados por el Licenciario que utiliza los datos proporcionados por el programa dejarán de actualizarse.

# LİSANS BİLGİLERİ

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

Program Adı: IBM PowerKVM, V3.1

Program Numarası: 5765-KV3

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

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

## Ayrıca Lisanslanan Kod

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

Program için gerçekleştirilecek güncellemeler veya düzeltmeler, ek bir Ayrıca Lisanslanan Kod içerebilir. Bu tür bir ek Ayrıca Lisanslanan Kod ve bununla ilgili lisanslar Program güncellemesi veya düzeltmesiyle birlikte gönderilen diğer bir NON\_IBM\_LICENSE dosyasında yer alır. Lisans Alan Taraf, NON\_IBM\_LICENSE dosyasında/dosyalarında bulunan lisans

sözleşmelerini okuduğunu ve kabul ettiğini belirtmiş sayılır. Lisans Alan Taraf, bu tür üçüncü kişi lisans sözleşmelerinin koşullarını kabul etmiyorsa, Ayrıca Lisanslanan Kodu kullanamaz.

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

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

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

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

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

Ayrıca Lisanslanan Kod aşağıdadır:

acl, alsa-lib, anyterm, at, atk, attr, audit, augeas, authconfig, avahi, base-lsb, bash-completion, bc, bind, bluez, bridge-utils, brltty, btrfs-progs, busybox, cairo, cdrkit, ceph-common, checkpolicy, chkconfig, cracklib, cronie, crontabs, crudini, cups, dbus, dbus-glib, device-mapper-multipath, dialog, dmraid, dnsmasq, dracut, dtc, dustin-domestic-manners-fonts, dustin-dustismo-fonts, e2fsprogs, ebttables, ed, elfutils, ethtool, fbtterm, fcoe-utils, fence-agents, filesystem, firewallld, flac, fuse, gamin, gdbm, gdisk, gdk-pixbuf2, GeoIP, ghostscript-fonts, giflib, ginger, glib2, glibc, gobject-introspection, gpgme, graphite2, groff, grubby, gtk2, gzip,

hardlink, hddtemp, hexedit, hicolor-icon-theme, hivex, hostname, hwdata, i2c-tools, initscripts, iproute, iptables, ipxe, irqbalance, iscsi-initiator-utils, isomd5sum, jbigkit, js, json-glib, kbd, kernel, kexec-tools, keyutils, khmeros-fonts, kimchi, kmod, libaio, libasyncons, libcap-ng, libccgroup, libconfig, libcroco, libdaemon, libdb, libdwarf, liberation-fonts, libestr, libexif, libgcrypt, libgpg-error, libguestfs, libhbalinux, libidn, libiscsi, libmnl, libnetfilter\_conntrack, libnetfilter\_cthelper, libnetfilter\_cttimeout, libnetfilter\_queue, libnfnetlink, libnl, libnl3, libosinfo, libqb, libreport, libsemanage, libsepol, libservice, libsndfile, libthai, libusb, libusbx, libuser, libutempter, libvirt-python, libvpd, linux-firmware, lklug-fonts, lldpad, lm\_sensors, logrotate, lshw, lsscsi, lsvpd, ltrace, lvm2, lzo, lzop, make, mariadb, mdadm, mom, mozjs17, MySQL-python, nagios, netcf, netpbm, nettle, net-tools, NetworkManager, newt, nfs-utils, nmap, nrpe, numactl, numad, openbios, OpenIPMI, openvswitch, oprofile, os-prober, pam, pango, parted, pciutils, perl-libintl, pinentry, pkgconfig, plymouth, pm-utils, policycoreutils, polkit, polkit-pkla-compat, poppler-data, powertop, ppc64-utils, procs-ng, psmisc, pth, pulseaudio, pycairo, pygobject2, pygobject3, pygpgme, pygtk2, pykickstart, pyOpenSSL, PyPAM, pyparted, python-amqp, python-amqplib, python-blivet, python-chardet, python-configobj, python-cpopen, python-decorator, python-ethtool, python-kitchen, python-kmod, python-markdown, python-nose, python-paramiko, python-pyblock, python-pyudev, python-slip, python-urlgrabber, python-urwid, pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeeyek-fonts, thai-scalable-fonts, time, tree, tmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutls, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pylibzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, facter, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

## **İhracat ve İthalat Sınırlamaları**

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

## **Genel Ücret Koşulları**

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

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

## **Programa Özgü Koşullar**

### **1. Programa İlişkin Hak ve Yükümlülüklerin Devri**

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

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

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

makineye taşınmasından sonra, diğer makineye taşımak için Lisans Alan Tarafın Programın yetkisini aldığı makinede söz konusu Programı kullanma yetkisi sona erer.

## 2. Ticari Barındırma Hizmetleri

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

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

a. "TABİ BULUNDUĞU KANUNLARIN GARANTİ KAPSAMI DIŞINDA TUTULAMAYACAĞINI BELİRTTİĞİ GARANTİLER DIŞINDA, IBM'İN BU PROGRAMIN KULLANIMIYLA İLGİLİ OLARAK HAK İHLALİ YAPILMAYACAĞINA DAİR ZİMNİ GARANTİLER VEYA KOŞULLAR İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİLER VEYA KOŞULLAR DA DAHİL VE FAKAT BUNLARLA SINIRLI OLMAKSIZIN, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEDİĞİNİ VEYA KOŞUL ÖNE SÜRMEZ"; ve

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

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

## 3. Bilgilerin Kullanımı

Lisans Alan Taraf, International Business Machines Corporation ve bağılı kuruluşlarına, Destek ile ilgili iletişim sorumlularının adları, telefon numaraları ve e-posta adresleri dahil olmak üzere, Electronic Service Agent ürününün etkinleştirilmesi sürecinde toplanan Destek ile ilgili iletişim sorumlularına ilişkin bilgileri, iş yaptıkları herhangi bir yerde depolama ve kullanma iznini vermeyi kabul eder. Bu tür bilgiler, iş ilişkimizle bağlantılı olarak işlenecek ve kullanılacaktır; bu tür bilgiler ayrıca, Destek Merkezi yüklenicileri veya International Business Machines Corporation ve bağılı kuruluşları tarafından atanan kişiler gibi, IBM yönetimi altında bulunan üçüncü kişilere de sağlanabilir. Bu bilgiler, Lisans Alan Taraf ile iletişim kurmak (örneğin, siparişlerin işlenmesi, promosyonlar, sorun belirleme ve pazar araştırması için) da dahil olmak üzere, üçüncü kişilerin Lisans Alan Taraf ile ortak iş etkinlikleriyle uyumlu olarak kullanılacaktır.

Bu Program, sistem kullanımı, başarımları ve kapasite planlaması ("Hizmet Bilgileri") ve sistem hata günlükleri ve koruyucu bakım etkinliği ("Donanım Sorun Raporlama") izleme işlevlerini gerçekleştirir. Ayrıca, Electronic Service Agent ürünü, Lisans Alan Taraf ile sözleşmesini yaptığı IBM olanaklarına ilişkin ek bilgi aktarımı için bir mekanizma da sağlayabilir.

Hizmet Bilgileri, sistem kullanımı, başarımları, sistem hata günlükleri, parça aksam kodları, parça numarası, parça seri numarası, parça yerleri, yazılım dökümü, işletim sistemi uygulamaları, PFT'ler, bakım düzeyleri ve konfigürasyon değerleri gibi bilgilerin toplanmasını ve saklanmasını içerebilir. Hizmet Bilgileri, Lisans Alan Taraf ile şirketine ait mali istatistiklerin veya kişisel verilerin toplanmasını veya aktarılmasını içermeyişi gibi, iş planlarının toplanmasını veya aktarılmasını da içermeyişi.

Lisans Alan Taraf, IBM'in, Destek Merkezi altyüklenicileri veya IBM yönetimince atanmış kişiler gibi, üçüncü kişiler de dahil olmak üzere, IBM içinde Hizmet Bilgilerini kullanabileceğini ve paylaşabileceğini kabul eder. Bu izleme işlevleriyle toplanan veriler ("Lisans Alan Taraf ile Bilgileri"), sorun belirlemek, Lisans Alan Taraf ile başarımları ve kapasite planlaması konularında destek vermek, IBM'e, IBM ürün ve hizmetlerini geliştirme konusunda destek vermek ve Lisans Alan Taraf ile sistem durumu ve bizim sağladığımız çözümler hakkında bilgi vermek amacıyla kullanılacaktır.

Lisans Alan Taraf ayrıca, Lisans Alan Taraf ile bilgilerinin Avrupa Birliği üyesi olsun ya da olmasın, herhangi bir ülkedeki bu tür tüzel kişiliklere devredilebileceğini de kabul eder.

Lisans Alan Taraf, istediği herhangi bir zamanda bu Programı kullanmaktan vazgeçebilir. Bu Programı kullanmaktan vazgeçmek isteyen Lisans Alan Taraf ile, "esrv@us.ibm.com" adresine bir e-posta göndermesi ve Elektronik Hizmet Aracısına ilişkin bu Sözleşmeden çekilmek istediğini belirtmesi gerekir. Lisans Alan Taraf, gönderdiği e-postada çekilmek istediği programın sistem tipini ve seri numarasını da belirtmelidir. IBM, bu isteği aldıktan sonra bu Programın kullanımı sırasında toplamış olduğı tüm destek iletişim sorumlusu bilgilerini veritabanından kaldırarak ve Lisans Alan Taraf ile kullanılan ve Program tarafından sağlanan verileri kullanan tüm hizmetler artık güncellenmeyecektir.

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IBM PowerKVM, V3.1

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pyxattr, qemu, quota, rdma, rpm, ruby-augeas, ruby-libvirt, sanlock, scapy, screen, scrub, scsi-target-utils, SDL, sed, selinux-policy, servicelog, setools, sg3\_utils, sgpio, shadow-utils, shared-mime-info, sj-fonts, slang, smartmontools, socat, sos, squashfs-tools, ssmtp, supermin, sysfsutils, sysstat, system-config-keyboard, systemd, systemtap, sysvinit, tabish-eeyek-fonts, thai-scalable-fonts, time, tree, ttmkfdir, tuned, urw-fonts, usbredir, usbutils, usermode, util-linux, vconfig, vhostmd, vim, virt-manager, virt-what, wqy-zenhei-fonts, xfsprogs, xz, yum, yum-metadata-parser, yum-utils, zerofree, autogen, bash, binutils, coreutils, cpio, crash, device-mapper-persistent-data, diffutils, ding-lib, dosfstools, findutils, fontpackages, freeipmi, gawk, gcc, gdb, gettext, ghostscript, glusterfs, gmp, gnu-free-fonts, gnupg2, gnutils, grep, grub2, icoutils, ipset, less, libassuan, libpipeline, libtalloc, libtasn1, libtevent, libunistring, libvirt, m4, man-db, nagios-plugins, novnc, paktypes-naqsh-fonts, patch, pyliblzma, python-gudev, python-suds, python-websocketify, readline, rsync, rsyslog, seabios, smc-fonts, spice-html5, tar, texinfo, wget, which, perl, perl-Business-ISBN, perl-Business-ISBN-Data, perl-Carp, perl-Compress-Raw-Bzip2, perl-Config-General, perl-constant, perl-Data-Dumper, perl-Digest, perl-Encode, perl-Encode-Locale, perl-Exporter, perl-File-Listing, perl-File-Path, perl-File-Temp, perl-Filter, perl-Getopt-Long, perl-HTML-Parser, perl-HTML-Tagset, perl-HTTP-Cookies, perl-HTTP-Daemon, perl-HTTP-Date, perl-HTTP-Message, perl-HTTP-Negotiate, perl-HTTP-Tiny, perl-IO-Compress, perl-IO-HTML, perl-IO-Socket-IP, perl-IO-Socket-SSL, perl-libwww-perl, perl-LWP-MediaTypes, perl-Module-Pluggable, perl-Net-HTTP, perl-Net-LibIDN, perl-parent, perl-podlators, perl-Pod-Parser, perl-Pod-Perldoc, perl-Pod-Simple, perl-Pod-Usage, perl-Scalar-List-Utils, perl-Socket, perl-Storable, perl-String-ShellQuote, perl-Sys-Virt, perl-Test-Harness, perl-Text-ParseWords, perl-threads, perl-threads-shared, perl-TimeDate, perl-Time-HiRes, perl-Time-Local, perl-URI, perl-version, perl-WWW-RobotRules, perl-XML-LibXML, perl-XML-Namespacesupport, perl-XML-Parser, perl-XML-SAX, perl-XML-SAX-Base, perl-XML-Writer, perl-XML-XPath, powerpc-utils-python, ppc64-diag, factor, oogle-droid-fonts, hiera, opal-prd, python-cliff, python-msgpack, python-rtslib, python-warlock, sgabios

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