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License Information (LI) Document and Proof of Entitlement (PoE) for the IPLA Family of Agreements

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## **Introduction**

### **1. Scope**

#### **1.1 Abstract**

This Corporate Standard defines the contents of the License Information (LI) document and Proof of Entitlement (PoE) that are required for any Program licensed under one of the four agreements in the International Program License Agreement (IPLA) family of agreements listed in Section 3.3, Referenced IBM Documents below. Any PoE exceptions are stated in Sec. 1.3 of this Corporate Standard.

#### **1.2 Objective**

The purpose of this Corporate Standard is to provide guidance to Product Development Teams (PDTs), Brand Counsel and other interested parties on the contents and usage of the LI, PoE and supporting tools and documentation.

#### **1.3 Application**

This Corporate Standard applies only to programs licensed under the IPLA agreement. The LI document, PoE, and IPLA are the complete agreement regarding the licensing of a Program and replace any prior oral or written communications between IBM and the licensee. However, a PoE is not required for the International License Agreement for Early Release of Programs or the IBM International License Agreement for Evaluation of Programs since these are limited duration agreements. The audience for the LI and PoE is Program licensees, Business Partners and IBMers.

#### **1.4 Effective Date**

This document takes effect with its publication.

#### **1.5 Definitions for this Corporate Standard**

1.5.1 **Program** is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation. In this Corporate Standard, “program” and “Program” have the same meaning.

1.5.2 **Proof of Entitlement** (“PoE”) is evidence of a licensee’s authorization to use a Program at a specified level. That level may be measured, for example, by the number of processors or users. The PoE is also evidence of eligibility for warranty, future upgrade prices, if any, and potential special or promotional opportunities. If IBM does not provide the licensee with a PoE, then IBM may accept the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom the licensee acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

1.5.3 **“IPLA”** in this document means any of the four licenses cited in Section 3.3, below, (including the LI and PoE). The approved current version of these license agreements can be found in the Software License Agreement (“SLA”) website at:

<http://www.ibm.com/software/sla>

## **2. Document Administration**

### **2.1 Originating Area and Responsibility**

This document is maintained by the Standards Project Authority (SPA) for:

**Project Code:** 362 (Software Information)

**Location Code:** 988 (Research Triangle Park, NC)

**Division:** SG

**SCRL Group:** N

**Page Count:** 6

### **2.2 Authorization**

Publication of this document was approved by the standards authorities of all affected operating units.

### **2.3 Compliance**

Compliance with this Corporate Standard is required by all program owners who license their program under the IPLA agreement. The License Information Creation and Repository (LICR) Tool is a Lotus Notes application that program owners must use to create the LI document and any program-unique terms (PUTs). LICR is the only approved Corporate tool for use in the creation of these documents and related IPLA agreement files. The instructions on how to connect to the LICR Tool may be found on the SEL homepage:

<http://antero.boulder.ibm.com/prodreg/inprdreg.nsf>



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If there is a business need for a deviation from this standard, it must be approved by Global Contract Development (IBM Legal) and Global Contracts and Negotiations (Global C&N).

**2.4 Property Statement**

This document is the property of IBM. Its use outside IBM is authorized only for responding to a request for quotation or for the performance of work for IBM. All supplier/vendor questions must be referred to the IBM purchasing department who will consult Global C&N before releasing any information..

**3. Related Documentation****3.1 Superseded Documents**

C-S 0-6020-010 dated 2003-07.

**3.2 Referenced External Standards**

None.

**3.3 Referenced IBM Documents****Z125-3301**

*IBM International Program License Agreement*

**Z125-5543**

*IBM International License Agreement for Evaluation of Programs*

**Z125-5544**

*International License Agreement for Early Release of Programs*

**Z125-5589**

*IBM International License Agreement for Non-Warranted Programs*

**3.4 Copyright Permission**

Not applicable.

**Requirements****4. Use Key and Copyright**

Use Key does not apply to License Information documents, as they are not orderable from Mechanicsburg.

**5. License Information and Proof of Entitlement Applicability**

A unique LI document and PUTs, if any, must be created for and distributed with each Program licensed under any of the IPLA agreements. A new version or release of a program requires a new LI document. A new modification level of a program that requires new or revised terms and is not announced must be approved by the Worldwide Enablement Review Board (WWERB), Global C&N and your Brand Counsel and will also require a new LI.

A PoE is required for any program licensed under the IBM International Program License Agreement and the IBM International License Agreement for Non-Warranted Programs. Generally, programs that are not chargeable do not require a PoE. Any exception must be approved by your Brand Counsel and Global C&N.

**6. Required Languages**

The LI and PUTs must be translated into the standard languages required for the IPLA: English, French, Polish, Czech, Turkish, Italian, Portuguese, Spanish, German, Japanese, Korean, Traditional Chinese, and Simplified Chinese. This list is subject to change at any time Contact Global C&N for the latest list of required languages.

**7. License Information Document Contents**

The LI document contains standard and optional pre-translated terms which are common to all IPLA programs and PUTs which are unique to a Program. The LI terms and PUTs are in addition to those of the base IPLA agreement. This section describes the standard and optional pre-translated text for the LI and sample PUTs for a Program.

**7.1 Standard Pre-translated LI Terms**

The LI includes standard pre-translated terms which are common to IPLA programs. These terms are automatically included in an LI when an LI is created with the LICR tool. Such standard terms include the identification of the Specified Operating Environment, Authorization for Use on Home/Portable computer, the determination of an Evaluation Period and Limited Use Rights for Other IBM Programs. The LI author is required to enter information for Programs including the Program Name, version, release and modification number, Program



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Number and Evaluation Period if applicable.

## 7.2 Optional Pre-translated LI Terms

The LI may include optional pre-approved and pre-translated clauses that are selectable by the LI author in the LICR tool and which are specific to a program. These clauses are not included in the IPLA base agreement. Such optional terms are Other IBM Programs, Excluded Components, Separately Licensed Code, Confidentiality, Benchmarking, Redistribution Information and Restricted Materials. The LI author must consult their Brand Counsel in deciding which clauses apply to a specific program.

## 7.3 Program Unique LI Terms

The LI may include PUTs which are applicable to a specific program. The author of the PUTs must obtain their Brand Counsel's approval before including the PUT text in LICR. Such optional terms may be related to unique support, entitlement, pricing, or scope of user rights the customer must accept. Program Unique Terms address program use restrictions or terms not included in the base IPLA or Pre-translated Standard and Optional Clauses. The terms are usually specific to the IBM program, but do not normally override warranty or support.

## 7.4 PDT License Information Checklist

The PDT License Information Checklist contains a complete list of the standard and optional pre-translated clauses referenced in 7.1 and 7.2 including explanations and guidance on usage by PDTs. The information in the PDT License Information Checklist is subject to change at any time. You should refer to the but the LICR tool for the current approved list of pre-translated clauses. Contact your Brand Counsel or Global C&N with any questions.

The PDT License Information Checklist is incorporated by reference as an integral part of this Corporate standard and can be found in the Help and Education section on the SEL homepage at:

[http://antero.boulder.ibm.com/prodreg/inprdreg.nsf/files/overview/\\$File/PDTChecklist.pdf](http://antero.boulder.ibm.com/prodreg/inprdreg.nsf/files/overview/$File/PDTChecklist.pdf)

## 8. Proof of Entitlement Contents

The International Program License Agreement and the International License Agreement for Non-Warranted

Programs reference a PoE document for a Program. The PoE is for use by the licensee of the program as their evidence to use a Program at a specified level.

### 8.1 Information Required for a PoE

The PoE must contain the following information, at a minimum: Program Name, Program Number or Part Number, Quantity, Use Metric and Proof Number or Serial Number. Each PoE must also include the following statement:

***"This is your Proof of Entitlement to use this Program subject to the applicable terms and conditions for the quantity stated".***

### 8.2 Delivery of PoE to Customers.

The PoE is provided to customers in several different ways:

"Passport Advantage (PA) will provide customers with Proofs of Entitlement (PoEs) detailing their software and Software Maintenance acquisitions. The PoEs will be provided via email, through a secure web-based repository, or both."

- a) For Programs running on OS/400, customers may receive a notice containing the details of their acquisition and can access their PoE records and entitlement in an ePoE database.
- b) For Programs running on z/OS and its predecessor operating systems, the customer's invoice may serve as the PoE. Customers can access their software inventory and PoE records using tools like Inventory On-Line and Shop zSeries.
- c) For Programs running on AIX, customers may use their invoice as their PoE.
- d) For Programs remarketed by IBM Business Partners, customers may use their invoice as the PoE.

## 9. Revisions to the LI Contents and this Corporate Standard

Any revisions to this Corporate Standard or the standard clauses in the LI document will be coordinated by Global C&N in consultation with Global Contract Development (IBM Legal Dept.), SWG Legal and Geo. Legal. If a misleading typographical error or an error in fact occurs in



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the standard or optional pre-translated text of the LI document, changes will be made to the effected pre-translated clause and a revision to the PDT License Information Checklist will be published (with a new suffix number).