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BYOLicn - IBM QRadar Third Party Images 7.5.0 Update Package 4

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Multi-Product Install Image

The Program is provided as part of a multi-product install image. Licensee is authorized to install and use only the Program (and its Bundled or Supporting Programs, if any) for which a valid entitlement is obtained and may not install or use any of the other software included in the image unless Licensee has acquired separate entitlements for that other software.

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Licensee is authorized to install and use the Supporting Programs identified below only to support Licensee's use of the Principal Program under this Agreement. The phrase "to support Licensee's use" would only include those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Supporting Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Supporting Program on a 10 VPC machine and another Supporting Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Supporting Programs:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Prohibited Components

Licensee is not authorized to use any of the following components or functions of the Program:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Compliance Management Programs

Licensee can use the Program to help Licensee meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by the Program does not constitute legal, accounting, or other professional advice, and Licensee is cautioned to obtain its own legal, accounting, or other expert counsel. Licensee is solely responsible for ensuring that Licensee and Licensee's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of this Program does not guarantee compliance with any law, regulation, standard or practice.

Components Used for Establishing Required Entitlements

Licensee may install and use Program components other than those listed below, under the license terms, but only the listed components are used to determine the number of entitlements required for the Program.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Modifiable Third Party Code

To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

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(a) IBM provides it to Licensee WITHOUT WARRANTIES OF ANY KIND AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

(b) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits.

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For Programs which require keys to operate, Licensee may not have more keys to the Program in Licensee's Enterprise than Licensee has entitlements.

Third Party Beneficiaries

Each of the following suppliers is a third-party beneficiary of this Agreement:
Oracle America, Inc.

Restrictions on Transfer of the Program

Licensee may not transfer the Program to a third party, unless otherwise agreed to in writing by IBM.

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

Install

Install is a unit of measure by which the Program can be licensed. An Install is an installed copy of the Program on a physical or virtual disk made available to be executed on a computer. Licensee must obtain an entitlement for each Install of the Program.

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

Lawful Use of Program:

This Program is designed to help Licensee improve its security environment and data. Use of this Program may implicate various laws or regulations, including those related to privacy, data protection, employment, and electronic communications and storage. The Program may be used only for lawful purposes and in a lawful manner. Licensee agrees to use the Program pursuant to, and assumes all responsibility for complying with, applicable laws, regulations and policies. Licensee represents that it will obtain or has obtained any consents, permission's, or licenses required to enable its lawful use of the Program.

Cloud Service Provider:

Licensee may install the Program at a third party environment identified in the Program's installation guide that provides Licensee with infrastructure services, networking, storage and data center space for hosting software applications ("Cloud Service Provider"). This authorization does not modify or supersede any of Licensee's obligations in the applicable license agreement, including requirements for use in a virtualized environment. Licensee acknowledges that the verification terms in the applicable license agreement extend to the Cloud Service Provider environment on which the Programs are installed, and Licensee agrees to collect any required usage data. Licensee will not provide the Cloud Service Provider with any unauthorized use or access to the Program.

High Availability and Disaster Recovery Terms:

If the Program is designated as "High Availability" or Disaster Recovery", then Licensee is restricted to use the Program only as a secondary QRadar system to a primary QRadar system. If the primary QRadar system is online, the "High Availability" or Disaster Recovery" secondary QRadar system may not be used for any transaction or computational work on its own.

许可信息

下面列出的这些程序按照以下许可信息条款和条件以及获得客户与 IBM 事先同意的程序许可条款授予许可。如果客户事先未同意对本程序生效的许可条款，那么 国际程序许可协议 (i125-3301-15) 适用。

程序名称 (程序号)：

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOlicn)

以下标准条款适用于被许可方对本程序的使用。

多产品安装映像

本程序作为多产品安装映像的一部分提供。被许可方仅被授权在已获取有效权利的情况下安装和使用本程序（及其捆绑程序或支持程序，如果有的话），而不能安装或使用此映像中包含的任何其他软件，除非被许可方已获取这些软件的独立权利。

支持程序

被许可方仅被授权安装和使用下述支持程序，以支持其对本协议项下主程序的使用。短语“支持被许可方使用”将仅包含那些必要的使用，或者是与“主体程序”或另一个“支持程序”的许可使用直接相关的那些使用。不得将支持程序用于任何其他目的。支持程序可能随附有许可条款以及适用于被许可方对支持程序使用的条款（如果有的话）。如果发生冲突，本许可信息文档的条款优先于支持程序的条款。被许可方必须获得足够的“本程序”权利，才可以安装和使用所有“支持程序”，除非本“许可信息”文档中另外提供权利。例如，如果此程序以 VPC（虚拟处理器核心）为基础获得许可，并且被许可方在 10 个 VPC 的计算机上安装主体程序或支持程序，在另一台 10 个 VPC 的计算机上安装另一个支持程序，则被许可方需要获得 20 个 VPC 程序授权。

支持程序：

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

禁止使用的组件

被许可方无权使用本程序的以下任何组件或功能：

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

合规管理程序

被许可方可以使用本计划来帮助被许可方履行可能基于法律、法规、标准或惯例的合规义务。本程序提供的任何指示、建议用法或指导不构成法律、会计或其他专业建议，被许可方应谨慎寻求其自己的法律、会计或其他专家顾问。被许可方只负责确保被许可方及其活动、应用程序和系统遵循所有适用的法律、法规、标准和惯例。对本程序的使用并不能保证遵循任何法律、法规、标准或惯例。

用于构建所需权利的组件

被许可方可以根据许可条款安装和使用除下面列出组件之外的程序组件，但只有列出的组件用于确定本程序所需的权利数。All-In-One Console All-In-One Console 3199 Log Manager Console 0099

可修改的第三方代码

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

单独许可代码

根据本程序随附的 NON_IBM_LICENSE 文件（而非本协议）中规定的适用的第三方许可协议的条款，NON_IBM_LICENSE 文件中列出的每个组件均被视为向被许可方许可的“单独许可代码”。将来本程序的更新版本或修订可能包含附加的“单独许可代码”。此类附加的“单独许可代码”及相关许可列在本程序的更新版本或修订随附的适用 NON_IBM_LICENSE 文件中。

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

- (a) IBM 将此“单独许可代码”提供给被许可方，但不提供任何类型的保证免除任一和全部的明示的和暗含的保证和条件，包括但不限于所有权、非侵权或不干涉的保证以及暗含的关于适销和适用于某种特定用途的保证和条件；
- (b) 对于任何直接的、间接的、附带的、特别的、惩戒性的、惩罚性的或后果性的损害赔偿，包括但不限于数据的丢失、可节省金额的损失和利润的损失，IBM 无须负责。

程序密钥

对于需要密钥才能运行的程序，被许可方可能对其企业中的程序不具备比被许可方所具有权利更多的密钥。

第三方受益人

以下供应商中的每一方都是本协议的第三方受益人：
Oracle America, Inc.

程序转让的限制

除非 IBM 另有书面同意，否则被许可方不得将本程序转让给第三方。

以下计量单位可能适用于被许可方对本程序的使用。

安装

“安装”是获取本程序许可所使用的计量单位。一个安装是物理或虚拟硬盘上可用于在计算机上执行的一个本程序已安装副本。被许可方必须为本程序的每个安装获得一份权利。

除上述内容之外，以下条款适用于被许可方对本程序的使用。

本程序的合法使用：

本程序旨在帮助被许可方改进其安全环境和数据。本程序的使用可能涉及各种法律或法规，包括与隐私、数据保护、雇佣以及电子通信和存储相关的法律或法规。只有出于合法目的、采用合法方式才能使用本程序。被许可方同意按照规定使用本程序，并承担所有责任，遵守适用的法律、法规和政策。被许可方表示将获得或已获得使其合法使用本程序所需的任何准许、批准或许可。

云服务供应商：

被许可方可在程序的安装指南中指定的第三方环境中安装此程序，安装指南为被许可方提供适用于托管软件应用程序（“云服务供应商”）的基础架构服务、联网、存储与数据中心空间。该授权不会修改或取代适用许可协议中被许可方的任何责任，包括虚拟环境中的使用需求。被许可方同意将适用许可协议中的验证条款扩展至安装此程序的云服务供应商环境中，同时被许可方同意收集任何所需的使用情况数据。被许可方不得向云服务供应商提供对该程序的任何未经授权的使用或访问。

高可用性和灾难恢复条款：

如果程序被指定为“高可用性”或“灾难恢复”程序，那么被许可方将受到限制，只能将本程序作为主要 QRadar 系统的辅助 QRadar 系统使用。如果主要 QRadar 系统在线，“高可用性”或“灾难恢复”的辅助 QRadar 系统不能单独用于任何事务和计算工作。

授權手冊

下列本程式之授權除係依客戶與 IBM 先前同意之授權條款外，並依下述授權手冊條款授權。若客戶先前就本程式未同意生效任何授權條款，則本程式適用 國際程式授權合約 (i125-3301-15)。

程式名稱 (程式編號)：

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

下列標準條款適用於被授權人對本程式之使用。

多重產品安裝映像檔

本程式係提供作為多重產品安裝映像檔之一部分。被授權人僅限安裝及使用已取得有效授權之「程式」（若有其隨機版程式或支援程式，包含該隨機版程式或支援程式），不得安裝或使用映像檔內含之任何其他軟體，但被授權人已取得該其他軟體之個別授權者，不在此限。

支援程式

被授權人僅限依本合約於為支援被授權人使用「主程式」而安裝及使用以下所載「支援程式」。「為支援被授權人使用」之用語，僅包括必要之使用，或與主要程式或其他支援程式之授權使用直接相關之使用。「支援程式」不得用於任何其他用途。「支援程式」可能檢附授權條款，有檢附者，該等授權條款適用於被授權人對該「支援程式」之使用。有抵觸者，本授權手冊中之條款較該「支援程式」之條款優先適用。整體而言，被授權人必須取得足以涵蓋被授權人對所有「支援程式」所為安裝與使用之「程式」授權數，但本授權手冊另有提供不同授權者除外。例如，若前述「程式」係按 VPC（「虛擬處理器核心」）提供授權，且被授權人係將前揭「主程式」或某一「支援程式」安裝於一部 10 個 VPC 之機器，並將另一「支援程式」安裝於第二部 10 個 VPC 之機器，則被授權人必須取得該「程式」之 20 個 VPC 授權。

支援程式：

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

禁用元件

被授權人未被授權使用「本程式」之下列任何元件或功能：

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Compliance Management 程式

被授權人可使用「本程式」協助被授權人符合法規遵循義務，該等義務可能係以法律、法規、標準或常規為基礎。「本程式」提供之任何指示、建議用法或準則，均不構成法律、會計或其他專業建議，被授權人應審慎自行取得其法律、會計或其他專家顧問。被授權人應單獨負責確保被授權人及其活動、應用程式及系統均遵循適用之法律、法規、標準及常規。「本程式」之使用，不保證遵循一切法律、法規、標準或常規。

用於建立必要授權之元件

被授權人得依授權條款安裝及使用下列元件以外之「本程式」元件，但該所列之元件僅限被用以判斷「本程式」所需之授權數量。

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

可修改之第三人程式碼

在注意事項中 IBM 將第三人程式碼視為「可修改之第三人程式碼」時（若有），表示 IBM 授權被授權人得為下列情事：1) 修改「可修改之第三人程式碼」及 2) 對直接連結「可修改之第三人程式碼」之本程式模組進行還原工程，惟僅限基於 貴客戶對該第三人程式碼所為之修改進行除錯之目的而為之。IBM 之服務與支援義務（如果有的話），僅適用於未修改之「程式」。

獨立授權程式碼

NON_IBM_LICENSE 檔案所列各元件分別視為「獨立授權程式碼」，其授權係依訂於檢附於「本程式」（而非本合約）之 NON_IBM_LICENSE 檔內適用第三人授權合約條款之規定授與被授權人。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適用 NON_IBM_LICENSE 檔內。

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，就「獨立授權程式碼」訂有任何條款：

(a) IBM 提供前述程式碼授權予被授權人，係未提供任何方式之保證；及 未提供任何明示與默示之保證，包括且不限於所有權、未涉侵權或不受干擾之保證，以及適售性與符合特定用途之默示保證與擔保；

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

程式金鑰

就需要金鑰方能運作之程式，被授權人於其企業內所持有之本程式金鑰數量，不得逾被授權人取得授權之金鑰數量。

第三方受益人

下列各供應商均為本合約之第三方受益人：

Oracle America, Inc.

「本程式」之轉讓限制

未經 IBM 書面同意，被授權人不得將「本程式」轉讓予第三人。

下列計量單位適用於被授權人對本程式之使用。

安裝

稱「安裝」者，係指本程式之授權計量單位。「安裝」係指可於電腦之實體或虛擬磁碟上執行之本程式之已安裝複本。被授權人應為本程式之每一「安裝」取得一份授權。

除前揭條款外，下列條款亦適用於被授權人對本程式之使用。

「本程式」之合法使用：

「本程式」之設計，旨在協助被授權人改善其安全環境及資料。「本程式」之使用可能涉及各種法令規章之適用，包括與隱私權、資料保護、聘僱及電子通訊及儲存等相關之法令規章。「本程式」僅限基於合法之目的且以合法方式使用之。被授權人同意依適用法令規章及政策之規定使用「本程式」，並負遵循該等法令規章及政策之責。被授權人聲明其將取得或已取得為使其合法使用「本程式」所需之一切同意、許可或授權。

雲端服務提供者：

被授權人得安裝「本程式」於本程式安裝手冊所載明之第三人環境，該第三人（「雲端服務提供者」）係為被授權人提供基礎架構服務、網路、儲存體及資料中心空間，以代管軟體應用程式。此項授權並未修改或取代適用授權合約中之被授權人之義務，包括於虛擬化環境中使用本程式所需之要件。被授權人確認適用授權合約中之驗證條款延用至用以安裝「本程式」之「雲端服務提供者」之環境，且被授權人同意蒐集所需之「本程式」使用相關資料。被授權人不得提供「雲端服務提供者」未授權之使用或存取本程式。

高可用性及災難回復條款：

若「本程式」載明為「高可用性」或「災難回復」，則被授權人僅限將「本程式」當作主要 QRadar 系統之次要 QRadar 系統。若主要 QRadar 系統在線上，則「高可用性」或「災難回復」次要 QRadar 系統不得單獨使用於任何交易或運算工作。

LICENČNÍ INFORMACE

Níže uvedené Programy jsou licencovány na základě následujících podmínek uvedených v dokumentu Licenční informace, které doplňují licenční podmínky pro Program, s nimiž dříve Zákazník a IBM vyjádřili souhlas. Pokud Zákazník dříve nevyjádřil souhlas s účinnými licenčními podmínkami pro Program, uplatní se licence Mezinárodní licenční smlouva pro program (i125-3301-15).

Název Programu (Číslo Programu):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

Na používání Programu Držitelem licence se vztahují následující standardní podmínky.

Multiproduktový instalační obraz

Program je dodáván jako součást multiproduktového instalačního obrazu. Držitel licence je oprávněn nainstalovat a používat pouze Program (a případné Podpůrné programy či Programy v balíku), pro který získal platné oprávnění, a nesmí nainstalovat ani používat jiný software zahrnutý v instalačním obrazu, pokud Držitel licence nezískal samostatné oprávnění pro tento jiný software.

Podpůrné programy

Držitel licence je oprávněn nainstalovat a užívat Podpůrné programy určené níže pouze k podpoře užívání Základního programu Držitelem licence v souladu s touto Smlouvou. Výraz "k podpoře užívání Držitelem licence" by zahrnoval pouze nezbytné užívání nebo užívání, které jinak přímo souvisí s licencovaným užíváním Základního programu nebo jiného Podpůrného programu. Podpůrné programy nesmí být užívány k žádnému jinému účelu. K Podpůrnému programu mohou být připojeny licenční podmínky. Tyto podmínky (pokud existují) platí pro užívání tohoto Podpůrného programu Držitelem licence. V případě rozporu podmínek mají přednost podmínky uvedené v tomto dokumentu Licenční informace před podmínkami Podpůrného programu. Držitel licence musí získat dostatečný počet oprávnění k Programu jako celku k pokrytí instalace a používání všech Podpůrných programů ze strany Držitele licence, pokud nejsou v tomto dokumentu Licenční informace poskytnuta samostatná oprávnění. Jestliže byl např. tento Program licencován dle VPC (Virtuální jádro procesoru) a Držitel licence měl instalovat Základní program nebo Podpůrný program na počítači s 10 VPC a jiný Podpůrný program na druhém počítači s 10 VPC, musel by Držitel licence získat oprávnění na 20 VPC k Programu.

Podpůrné programy:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Zakázané komponenty

Držitel licence není oprávněn používat žádné z následujících komponent a funkcí Programu:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Program pro správu dodržování zásad

Držitel licence může využít Program k tomu, aby pomohl Držiteli licence zajistit dodržování závazků, jež pro něj mohou vyplývat z právních předpisů, nařízení, norem nebo postupů. Jakékoli pokyny, návrhy užívání nebo návody poskytované Programem nepředstavují právní, účetní nebo jiné odborné rady a Držitel licence je upozorněn na to, že musí získat své vlastní právní, účetní nebo jiné odborné konzultace. Držitel licence nese výhradní odpovědnost za zajištění, aby on sám a jeho činnosti, aplikace a systémy byly v souladu s příslušnými právními předpisy, standardy a zavedenými postupy. Užívání tohoto Programu nezaručuje soulad s jakýmkoli zákony, nařízeními, standardy či zavedenými postupy.

Komponenty používané k vytvoření požadovaných oprávnění

Držitel licence je oprávněn nainstalovat a používat na základě licenčních podmínek jiné komponenty Programu, než jsou komponenty uvedené níže, avšak pouze komponenty uvedené níže se používají ke stanovení počtu oprávnění nezbytných pro Program.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Upravitelný kód třetí strany

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

Samostatně licencovaný kód

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

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

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

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

Klíče k Programu

U Programů, k jejichž provozování jsou zapotřebí klíče, nesmí počet klíčů, které má Držitel licence k Programu v rámci svého podniku, přesáhnout počet jeho oprávnění.

Obmyšlené třetí strany

Každý z níže uvedených dodavatelů je obmyšlenou třetí stranou této Smlouvy:
Oracle America, Inc.

Omezení Přenosu Programu

Držitel licence není oprávněn převést Program na třetí osobu, pokud nebude s IBM písemně dohodnuto jinak.

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

Instalace

Instalace je měrnou jednotkou, na jejímž základě může být Program licencován. Instalace je kopie Programu, která je nainstalována na fyzickém nebo virtuálním disku a je dostupná ke spouštění na počítači. Držitel licence je povinen opatřit si oprávnění pro každou Instalaci Programu.

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

Zákonné užívání Programu:

Účelem tohoto Programu je pomoci Držiteli licence zdokonalit zabezpečení jeho prostředí a dat. Na užívání tohoto Programu se mohou vztahovat různé zákony nebo právní předpisy, včetně zákonů a právních předpisů souvisejících s ochranou soukromí, ochranou údajů, s údaji o zaměstnání a s elektronickou komunikací a jejím ukládáním. Program smí být užíván pouze takovým způsobem a pouze k takovým účelům, které povoluje zákon. Držitel licence souhlasí s tím, že bude Program užívat v souladu s platnými zákony, předpisy a zásadami a za tento soulad přijímá veškerou odpovědnost. Držitel licence prohlašuje, že získal nebo získá veškeré souhlasy, oprávnění nebo licence nezbytné k tomu, aby Program užíval zákonným způsobem.

Poskytovatel cloudových služeb:

Držitel licence smí nainstalovat Program v prostředí třetí strany uvedeném v instalační příručce k Programu, kterážto třetí strana poskytuje Držiteli licence služby v oblasti infrastruktury, síťové technologie, úložiště a datová střediska pro hostingové softwarové aplikace ("Poskytovatel cloudových služeb"). Toto oprávnění nemění ani nenahrazuje žádné z povinností Držitele licence uvedených v příslušné licenční smlouvě, včetně požadavků na užívání ve virtualizovaném prostředí. Držitel licence potvrzuje, že verifikační podmínky v příslušné licenční smlouvě platí i pro prostředí Poskytovatele cloudových služeb, v němž jsou Programy nainstalovány, a Držitel licence souhlasí, že bude shromažďovat jakákoli požadovaná data týkající se užívání. Držitel licence neumožní Poskytovateli cloudových služeb žádné neoprávněné užívání nebo přístup k Programu.

Výrazy Vysoká dostupnost a Zotavení z havárie:

Pokud je Program určen pro "Vysokou dostupnost" nebo "Zotavení z havárie", je užívání Programu Držitelem licence omezeno pouze jako sekundární systém QRadar k primárnímu systému QRadar. Pokud je primární systém QRadar online, sekundární systém QRadar "Vysoká dostupnost" nebo "Zotavení z havárie" nesmí být používán pro jakékoli vlastní transakce nebo výpočetní práce.

INFORMATIONS SUR LA LICENCE

Les Logiciels spécifiés ci-dessous sont concédés sous licence conformément aux dispositions des Informations sur la Licence suivantes qui s'ajoutent à celles des dispositions de la licence du Logiciel précédemment acceptée par le Client et IBM. Si le Client n'a pas précédemment accepté les dispositions de la licence en vigueur pour le Logiciel, les Conditions Internationales d'Utilisation de Logiciels IBM (i125-3301-15) s'appliquent.

Nom du Logiciel (Référence du Logiciel) :

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Image d'Installation Multi-Produit

Le Logiciel est fourni dans le cadre d'une image d'installation multi-produit. Le Détenteur de la Licence est autorisé à installer et à utiliser uniquement le Logiciel (ainsi que ses Logiciels Groupés ou Auxiliaires, le cas échéant) pour lequel il a obtenu une Autorisation d'Utilisation valide ; il n'est pas autorisé à installer ni à utiliser les autres logiciels inclus dans l'image à moins d'avoir fait l'acquisition des Autorisations d'Utilisation appropriées.

Logiciels Auxiliaires

Le Détenteur de la Licence n'est autorisé à installer et à utiliser les Logiciels Auxiliaires indiqués ci-dessous que dans le cadre de son utilisation du Logiciel Principal au titre du présent Contrat. L'expression "dans le cadre de son utilisation" inclut uniquement les tâches liées directement ou nécessaires à l'utilisation autorisée du Logiciel Principal ou d'un Logiciel Auxiliaire. Les Logiciels Auxiliaires ne peuvent être utilisés à d'autres fins. Un Logiciel Auxiliaire peut inclure des dispositions de licence, et le cas échéant, celles-ci s'appliquent à l'utilisation de ce Logiciel Auxiliaire par le Détenteur de la Licence. En cas de contradiction entre les dispositions, celles du présent Document d'Informations sur la Licence prévalent sur celles du Logiciel Auxiliaire. Le Détenteur de la Licence doit se procurer un nombre suffisant d'Autorisations d'Utilisation du Logiciel, dans son ensemble, pour couvrir l'installation et l'utilisation par le Détenteur de la Licence de tous les Logiciels Auxiliaires, sauf si des Autorisations d'Utilisation distinctes sont fournies dans le présent Document d'Informations sur la licence. Par exemple, si le présent Logiciel a été concédé sous licence par Cœurs de Processeur Virtuels (VPC) et si le Détenteur de la Licence doit installer le Logiciel Principal ou un Logiciel Auxiliaire sur une machine avec 10 VPC et un autre Logiciel Auxiliaire sur une deuxième machine avec 10 VPC, le Détenteur de la Licence devra se procurer 20 Autorisations d'Utilisation de type VPC pour le Logiciel.

Logiciels Auxiliaires :

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Composants interdits

Le Détenteur de la Licence n'est autorisé à utiliser aucun des composants ou fonctions suivantes du Logiciel :
QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Logiciels de gestion de conformité

Le Logiciel peut être utilisé pour aider le Détenteur de la Licence à respecter les obligations de conformité pouvant être fonction de lois, réglementations, normes ou pratiques. Toute directive, tout conseil d'utilisation ou autre conseil fournis avec le Logiciel ne constituent pas des conseils légaux, de comptabilité ou autres conseils professionnels, et le Détenteur de la Licence est tenu de trouver son propre conseiller légal, comptable ou expert. Il incombe entièrement au Détenteur de la Licence de s'assurer que les activités, applications et systèmes sont conformes à toutes les lois, réglementations, normes et pratiques applicables. L'Utilisation du présent Logiciel ne garantit pas la conformité avec les lois, réglementations, normes ou pratiques.

Composants pris en compte pour établir les Autorisations d'Utilisation requises

Le Détenteur de la Licence peut installer et utiliser les composants du Logiciel autres que ceux figurant dans la liste ci-dessous, conformément aux dispositions de la licence, mais seuls les composants de la liste seront pris en compte pour déterminer le nombre d'Autorisations d'Utilisation requises pour le Logiciel.

Code Tiers Modifiable

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

Code sous Licence Distincte

Chacun des composants répertoriés dans le fichier NON_IBM_LICENSE doit être considéré comme du "Code sous Licence Distincte" concédé sous licence au Détenteur de la Licence dans le cadre des dispositions du/des contrat(s) de licence tiers applicable(s) indiqué(s) dans le(s) fichier(s) NON_IBM_LICENSE joint(s) au Logiciel et non de celles du présent Contrat. Les mises à jour ou correctifs ultérieurs du Logiciel pourront contenir du Code sous Licence Distincte supplémentaire. Ce Code sous Licence Distincte supplémentaire et les licences correspondantes seront répertoriés dans le fichier NON_IBM_LICENSE applicable joint à la mise à jour ou au correctif du Logiciel.

Remarque : Sauf disposition contraire énoncée dans le Contrat de licence tiers, dans le Contrat ou dans tout autre contrat conclu entre le Détenteur de la Licence et IBM en ce qui concerne le Code sous Licence Distincte :

(a) IBM le fournit au Détenteur de la Licence SANS GARANTIE D'AUCUNE SORTE ET NE FOURNIT AUCUNE GARANTIE OU CONDITION EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, EN MATIÈRE DE DROIT DE PROPRIÉTÉ, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE DE QUALITÉ MARCHANDE OU D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ ;

(b) IBM ne pourra être tenue responsable pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, à titre d'exemple, à caractère répressif (notamment, et de façon non limitative, perte de données, de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage.

Clés du Logiciel

Concernant les Logiciels qui nécessitent une clé, le Détenteur de la Licence ne peut détenir un nombre de clés pour le Logiciel supérieur au nombre d'Autorisations d'Utilisation qu'il possède.

Tiers bénéficiaires

Chacun des fournisseurs cités ci-dessous est un tiers bénéficiaire du présent Contrat :
Oracle America, Inc.

Restrictions relatives au transfert du Logiciel

Le Détenteur de la Licence n'est pas autorisé à transférer le Logiciel à un tiers, sauf accord écrit contraire d'IBM.

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

Installation

Le terme "Installation" désigne une unité de mesure selon laquelle le Logiciel est concédé sous licence. Une Installation désigne un exemplaire du Logiciel installé sur un disque physique ou virtuel et mis à disposition pour être exécuté sur un ordinateur. Le Détenteur de la Licence doit acquérir une Autorisation d'Utilisation pour chaque Installation du Logiciel.

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

Utilisation légale du Logiciel :

Ce Logiciel est conçu pour aider le Détenteur de la Licence à améliorer son environnement et ses données de sécurité. L'Utilisation de ce Logiciel peut être régie par plusieurs lois ou réglementations, notamment celles liées à la confidentialité, à la protection des données, à l'emploi, aux communications et au stockage électroniques. Le Logiciel

peut être utilisé uniquement à des fins légales et de manière légale. Le Détenteur de la Licence accepte d'utiliser le Logiciel conformément aux lois, réglementations et politiques applicables, qu'il s'engage formellement à respecter. Le Détenteur de la Licence s'engage à obtenir les consentements, autorisations ou licences nécessaires pour permettre son utilisation légale du Logiciel.

Fournisseur de services Cloud :

Le Détenteur de la Licence est autorisé à installer le Logiciel dans un environnement tiers identifié dans le guide d'installation du Logiciel qui offre au Détenteur de la Licence l'espace pour les services d'infrastructure, la mise en réseau, le stockage et le centre de données afin d'héberger les applications logicielles ("Fournisseur de services Cloud"). La présente autorisation ne modifie ni ne remplace les obligations du Détenteur de la Licence du Contrat de Licence applicable, y compris les obligations relatives à l'utilisation dans un environnement virtualisé. Le Détenteur de la Licence reconnaît que les conditions de vérification du contrat de licence applicable s'étendent à l'environnement du Fournisseur de services Cloud sur lequel sont installés les Logiciels, et le Détenteur de la Licence accepte de collecter toutes les données requises relatives à l'utilisation. Le Détenteur de la Licence n'accordera au Fournisseur de services Cloud aucune utilisation ni aucun accès non autorisé au Logiciel.

Dispositions "High Availability" et "Disaster Recovery" :

Si le Logiciel porte la mention "High Availability" ou "Disaster Recovery", l'utilisation du Logiciel par le Détenteur de la Licence est limitée uniquement à un système QRadar secondaire vers un système QRadar principal. Si le système QRadar principal est en ligne, le système QRadar secondaire "High Availability" ou "Disaster Recovery" ne doit pas être utilisé seul pour une transaction ou un travail informatique.

LIZENZINFORMATION

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

Programmname (Programmnummer):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

Die folgenden Standardbedingungen gelten für die Programmnutzung durch den Lizenznehmer.

Installationsimage mit mehreren Produkten

Das Programm wird als Teil eines Installationsimage bereitgestellt, das mehrere Produkte enthält. Der Lizenznehmer ist nur zur Installation und Nutzung des Programms (und seiner gebündelten Programme oder Unterstützungsprogramme, sofern vorhanden) berechtigt, für das er eine gültige Berechtigung erworben hat, und darf die darüber hinaus im Image enthaltene Software nicht installieren oder nutzen, außer wenn er separate Berechtigungen für die jeweilige Software erworben hat.

Unterstützungsprogramme

Der Lizenznehmer darf die nachstehend aufgeführten Unterstützungsprogramme nur zur Unterstützung seiner Nutzung des Hauptprogramms im Rahmen dieser Vereinbarung installieren und nutzen. Der Ausdruck "nur zur Unterstützung seiner Nutzung" umfasst lediglich notwendige Nutzungen oder Nutzungen, die im direkten Zusammenhang mit der lizenzierten Nutzung des Hauptprogramms oder eines anderen Unterstützungsprogramms stehen. Die Unterstützungsprogramme dürfen nicht für andere Zwecke verwendet werden. Einem Unterstützungsprogramm können Lizenzbedingungen beigefügt sein, die für die Nutzung des Unterstützungsprogramms durch den Lizenznehmer gelten. Im Falle eines Widerspruchs haben die Bedingungen dieses Lizenzinformationsdokuments Vorrang vor den Bedingungen des Unterstützungsprogramms. Der Lizenznehmer muss ausreichende Berechtigungen für das Programm als Ganzes erwerben, um die Installation und Nutzung aller Unterstützungsprogramme abzudecken, außer wenn in diesem Lizenzinformationsdokument separate Berechtigungen bereitgestellt werden. Beispiel: Angenommen, dieses Programm würde auf VPC-Basis (Virtual Processor Core, virtueller Prozessorkern) lizenziert und der Lizenznehmer würde das Hauptprogramm oder ein Unterstützungsprogramm auf einer 10-VPC-Maschine und ein anderes Unterstützungsprogramm auf einer zweiten 10-VPC-Maschine installieren, dann müsste er 20 VPC-Berechtigungen für das Programm erwerben.

Unterstützungsprogramme:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Nicht zugelassene Komponenten

Der Lizenznehmer ist nicht berechtigt, eine der folgenden Komponenten oder Funktionen des Programms zu verwenden: QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Compliance-Management-Programme

Der Lizenznehmer kann das Programm verwenden, um ihn bei der Einhaltung seiner Compliance-Verpflichtungen zu unterstützen, die auf Gesetzen, Vorschriften, Normen oder Verfahren beruhen können. Sämtliche Anweisungen, empfohlenen Vorgehensweisen oder Anleitungen, die in dem Programm enthalten sind, stellen keine rechtliche, betriebswirtschaftliche oder sonstige fachliche Beratung dar und dem Lizenznehmer wird dringend geraten, rechtliche, betriebswirtschaftliche oder anderweitige fachlich kompetente Beratung in Anspruch zu nehmen. Der Lizenznehmer ist allein dafür verantwortlich, sicherzustellen, dass von ihm selbst und durch die von ihm ausgeübten Aktivitäten sowie durch seine Anwendungen und Systeme alle anwendbaren Gesetze, Vorschriften, Normen und Verfahren eingehalten werden. Durch den Einsatz dieses Programms ist die Einhaltung von Gesetzen, Vorschriften, Normen oder Verfahren nicht garantiert.

Komponenten, die bei der Ermittlung der erforderlichen Berechtigungen berücksichtigt werden

Der Lizenznehmer darf auch andere als die nachfolgend aufgeführten Programmkomponenten gemäß den Lizenzbedingungen installieren und nutzen, aber nur die aufgeführten Komponenten werden zur Bestimmung der erforderlichen Anzahl an Berechtigungen für das Programm verwendet.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Modifizierbarer Code einer Drittpartei

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

Separat lizenzierter Code

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

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

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

Programmschlüssel

Für Programme, zu deren Ausführung Schlüssel erforderlich sind, darf der Lizenznehmer nicht mehr Schlüssel als Berechtigungen in seinem Unternehmen besitzen.

Drittbegünstigte

Jeder der folgenden Lieferanten ist ein Drittbegünstigter dieser Vereinbarung:
Oracle America, Inc.

Einschränkungen bei der Übertragung des Programms

Der Lizenznehmer darf das Programm nur mit schriftlicher Genehmigung von IBM an einen Dritten übertragen.

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

Installation

"Installation" ist eine Maßeinheit für die Lizenzierung des Programms. Eine Installation ist eine installierte Kopie des Programms auf einer physischen oder virtuellen Platte, die zur Ausführung auf einem Computer bereitgestellt wird. Der Lizenznehmer muss für jede Programminstallation eine Berechtigung erwerben.

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

Rechtmäßige Nutzung des Programms:

Dieses Programm ist dazu ausgelegt, den Lizenznehmer bei der Verbesserung seiner Sicherheitsumgebung und -daten zu unterstützen. Bei der Nutzung dieses Programms muss ggf. eine Reihe von Gesetzen und Bestimmungen beachtet werden, einschließlich solcher, die sich auf den Datenschutz, die Datensicherheit, arbeitsrechtliche Angelegenheiten sowie die elektronische Kommunikation und die Speicherung beziehen. Das Programm darf nur für gesetzlich zulässige Zwecke und in rechtmäßiger Weise verwendet werden. Der Lizenznehmer erklärt sich damit einverstanden, das Programm gemäß den anwendbaren Gesetzen, Bestimmungen und Richtlinien zu verwenden, und übernimmt die gesamte Verantwortung für deren Einhaltung. Der Lizenznehmer versichert, dass er alle Zustimmungen, Genehmigungen oder Lizenzen einholen wird oder eingeholt hat, die für eine rechtmäßige Nutzung des Programms erforderlich sind.

Cloud-Service-Provider:

Der Lizenznehmer kann das Programm in der Umgebung eines anderen Anbieters installieren, die im Installationshandbuch des Programms angegeben ist und für den Lizenznehmer die Infrastrukturservices, den Netzbetrieb sowie den Speicherbereich und die Rechenzentrumsfläche für das Hosten von Softwareanwendungen bereitstellt ("Cloud-Service-Provider"). Durch diese Autorisierung werden die in der geltenden Lizenzvereinbarung festgelegten Verpflichtungen des Lizenznehmers weder geändert noch außer Kraft gesetzt. Dies gilt auch für die Anforderungen in Bezug auf die Nutzung in einer virtualisierten Umgebung. Der Lizenznehmer bestätigt, dass die Bedingungen in Bezug auf das Recht zur Überprüfung in der geltenden Lizenzvereinbarung auch für die Umgebung des Cloud-Service-Providers gelten, in der die Programme installiert sind, und der Lizenznehmer erklärt sich damit einverstanden, alle erforderlichen Nutzungsdaten zu erfassen. Der Lizenznehmer verpflichtet sich, dem Cloud-Service-Provider weder die unbefugte Nutzung noch den unbefugten Zugriff auf das Programm zu gestatten.

Bedingungen für Hochverfügbarkeit und Disaster-Recovery:

Das als "High Availability" oder "Disaster Recovery" bezeichnete Programm darf nur als sekundäres QRadar-System für ein primäres QRadar-System eingesetzt werden. Wenn das primäre QRadar-System online ist, darf das als "High Availability" oder "Disaster Recovery" bezeichnete sekundäre QRadar-System nicht für die Transaktionsverarbeitung oder für Rechenleistung eingesetzt werden.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα παραχωρούνται με άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων των Πληροφοριών για την Άδεια Χρήσης, επιπλέον των όρων άδειας χρήσης του Προγράμματος τους οποίους αποδέχθηκαν προηγουμένως ο Πελάτης και η IBM. Εάν ο Πελάτης δεν έχει αποδεχθεί προηγουμένως τους όρους άδειας χρήσης που διέπουν τη χρήση του Προγράμματος, τότε η ισχύει η Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος (i125-3301-15).

Όνομα Προγράμματος (Αριθμός Προγράμματος):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Εικόνα Εγκατάστασης Πολλαπλών Προϊόντων

Το Πρόγραμμα παρέχεται ως τμήμα μιας εικόνας εγκατάστασης (install image) διαφόρων προϊόντων. Ο Δικαιούχος Άδειας Χρήσης είναι εξουσιοδοτημένος να εγκαταστήσει και να χρησιμοποιεί μόνο το Πρόγραμμα (και τα Προγράμματα Δέσμης ή Υποστηρικτικά του Προγράμματος, εάν υπάρχουν) για το οποίο έχει αποκτηθεί έγκυρο δικαίωμα χρήσης και δεν επιτρέπεται να εγκαταστήσει ή να χρησιμοποιεί οποιοδήποτε άλλο λογισμικό περιλαμβάνεται στην εικόνα εγκατάστασης, εκτός εάν ο Δικαιούχος Άδειας Χρήσης έχει αποκτήσει χωριστά δικαιώματα χρήσης του εν λόγω άλλου λογισμικού.

Υποστηρικτικά Προγράμματα

Ο Δικαιούχος Άδειας Χρήσης είναι εξουσιοδοτημένος να χρησιμοποιεί τα παρακάτω Υποστηρικτικά Προγράμματα μόνο για την υποστήριξη της εκ μέρους του χρήσης του Κύριου Προγράμματος βάσει των όρων της παρούσας Σύμβασης. Η φράση "για την υποστήριξη της εκ μέρους του χρήσης" περιλαμβάνει μόνο εκείνες τις χρήσεις οι οποίες είναι απαραίτητες ή κατά άλλον τρόπο άμεσα συνδεδεμένες με μια εξουσιοδοτημένη χρήση του Κύριου Προγράμματος ή κάποιου άλλου Υποστηρικτικού Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης. Δεν επιτρέπεται η χρήση των Υποστηρικτικών Προγραμμάτων για οποιονδήποτε άλλο σκοπό. Ένα Υποστηρικτικό Πρόγραμμα μπορεί να συνοδεύεται από όρους άδειας χρήσης και οι εν λόγω όροι, εάν υπάρχουν, διέπουν τη χρήση του εν λόγω Υποστηρικτικού Προγράμματος από το Δικαιούχο Άδειας Χρήσης. Σε περίπτωση αντίθεσης μεταξύ των όρων, οι όροι του παρόντος εγγράφου Πληροφορίες για την Άδεια Χρήσης κατ'εξουσιοδότηση των όρων για το Υποστηρικτικό Πρόγραμμα. Ο Δικαιούχος Άδειας Χρήσης πρέπει να προμηθευτεί επαρκή δικαιώματα για το Πρόγραμμα, στο σύνολό του, προκειμένου να καλύψει την εκ μέρους του εγκατάσταση και χρήση όλων των Υποστηρικτικών Προγραμμάτων, εκτός εάν παρέχονται χωριστά δικαιώματα χρήσης στο παρόν έγγραφο Πληροφορίες για την Άδεια Χρήσης. Για παράδειγμα, αν για το παρόν Πρόγραμμα εκχωρήθηκαν άδειες χρήσης βάσει VPC (Πυρήνας εικονικού επεξεργαστή) και ο Δικαιούχος Άδειας Χρήσης πρόκειται να εγκαταστήσει το Κύριο Πρόγραμμα ή ένα Υποστηρικτικό Πρόγραμμα σε υπολογιστή με 10 VPC και ένα άλλο Υποστηρικτικό Πρόγραμμα σε έναν δεύτερο υπολογιστή με 10 VPC, ο Δικαιούχος Άδειας Χρήσης θα χρειαστεί να αποκτήσει 20 δικαιώματα VPC για το Πρόγραμμα.

Υποστηρικτικά Προγράμματα:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Απαγορευμένα Λειτουργικά Τμήματα

Ο Δικαιούχος Άδειας Χρήσης δεν είναι εξουσιοδοτημένος να χρησιμοποιεί οποιοδήποτε από τα ακόλουθα λειτουργικά τμήματα ή λειτουργίες του Προγράμματος:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Προγράμματα Διαχείρισης Συμμόρφωσης

Ο Δικαιούχος Άδειας Χρήσης μπορεί να χρησιμοποιήσει το Πρόγραμμα ως βοήθημα για την ικανοποίηση των δικών του υποχρεώσεων συμμόρφωσης που ενδέχεται να προκύπτουν από νομοθεσίες, κανονισμούς, πρότυπα ή πρακτικές. Οποιοσδήποτε κατευθυντήριες γραμμές, συμβουλές χρήσης ή οδηγίες παρέχονται από το Πρόγραμμα δεν αποτελούν νομική, λογιστική ή άλλη επαγγελματική συμβουλή και συνιστάται στο Δικαιούχο Άδειας Χρήσης να συμβουλευτείται

το δικό του δικηγόρο, λογιστή ή άλλο εξειδικευμένο σύμβουλο. Ο Δικαιούχος Άδειας Χρήσης είναι αποκλειστικά υπεύθυνος να εξασφαλίζουν ότι ο Δικαιούχος Δικαιούχος Άδειας Χρήσης και οι δραστηριότητες, εφαρμογές και συστήματά του συμμορφώνονται με όλους τους ισχύοντες νόμους, κανονισμούς, πρότυπα και πρακτικές. Η χρήση αυτού του Προγράμματος δεν καθιστά εγγύηση συμμόρφωσης με οποιονδήποτε νόμο, κανονισμό, πρότυπο ή πρακτική.

Λειτουργικά Τμήματα που χρησιμοποιούνται για τον προσδιορισμό των Απαιτούμενων Δικαιωμάτων Χρήσης

Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να εγκαθιστά και να χρησιμοποιεί λειτουργικά τμήματα του Προγράμματος που δεν περιλαμβάνονται στην παρακάτω λίστα, βάσει των όρων της άδειας χρήσης, αλλά μόνο τα λειτουργικά τμήματα που περιλαμβάνονται στη λίστα χρησιμοποιούνται για τον προσδιορισμό του αριθμού δικαιωμάτων χρήσης που απαιτούνται για το Πρόγραμμα.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Τροποποιήσιμος Κώδικας Τρίτων

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

Κώδικας με Χωριστή Άδεια Χρήσης

Κάθε ένα από τα λειτουργικά τμήματα που αναφέρονται στο αρχείο NON_IBM_LICENSE θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης" και χορηγείται άδεια χρήσης στο Δικαιούχο Άδειας Χρήσης βάσει των όρων των ισχυουσών συμβάσεων άδειας χρήσης τρίτων όπως καθορίζονται στα αρχεία NON_IBM_LICENSE που συνοδεύουν το Πρόγραμμα, και όχι βάσει της Σύμβασης. Σε μελλοντικές αναβαθμίσεις ή επιδιορθώσεις του Προγράμματος μπορεί να περιέχεται πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης. Ο εν λόγω πρόσθετος Κώδικας με Χωριστή Άδεια Χρήσης και οι αντίστοιχες άδειες χρήσης θα προσδιορίζονται στο αντίστοιχο αρχείο NON_IBM_LICENSE που θα συνοδεύει την αναβάθμιση ή διόρθωση του Προγράμματος.

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

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

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

Κλειδιά Προγραμμάτων

Για Προγράμματα για τη λειτουργία των οποίων απαιτούνται κλειδιά (keys), ο αριθμός των κλειδίων που διαθέτει ο Δικαιούχος Άδειας Χρήσης για ένα Πρόγραμμα στην Επιχείρησή του δεν επιτρέπεται να υπερβαίνει τα δικαιώματα χρήσης που διαθέτει ο Δικαιούχος Άδειας Χρήσης για το εν λόγω Πρόγραμμα.

Τρίτοι Δικαιούχοι

Κάθε ένας από τους ακόλουθους προμηθευτές είναι τρίτος δικαιούχος της παρούσας Σύμβασης: Oracle America, Inc.

Περιορισμοί για τη Μεταβίβαση του Προγράμματος

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να μεταβιβάσει το Πρόγραμμα σε τρίτο μέρος, εκτός αν υπάρξει διαφορετική έγγραφη συμφωνία με την IBM.

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

Εγκατάσταση

Εγκατάσταση (Install) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Εγκατάσταση είναι ένα εγκατεστημένο αντίγραφο του Προγράμματος σε ένα φυσικό ή εικονικό δίσκο που διατίθεται για εκτέλεση σε έναν υπολογιστή. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει χωριστό δικαίωμα χρήσης για κάθε Εγκατάσταση του Προγράμματος.

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

Νόμιμη Χρήση του Προγράμματος:

Αυτό το Πρόγραμμα έχει σχεδιαστεί για να βοηθά το Δικαιούχο Άδειας Χρήσης να βελτιώνει την ασφάλεια του περιβάλλοντός του και των δεδομένων του. Η χρήση αυτού του Προγράμματος μπορεί να υπόκειται σε διάφορους νόμους ή κανονισμούς, συμπεριλαμβανομένων των νόμων και κανονισμών περί ιδιωτικότητας, προστασίας δεδομένων προσωπικού χαρακτήρα, πληροφοριών υπαλλήλων, ηλεκτρονικών επικοινωνιών και ηλεκτρονικών μέσων αποθήκευσης. Το Πρόγραμμα επιτρέπεται να χρησιμοποιηθεί μόνο για νόμιμους σκοπούς και με νόμιμο τρόπο. Ο Δικαιούχος Άδειας Χρήσης συμφωνεί να χρησιμοποιεί το Πρόγραμμα σύμφωνα με τους ισχύοντες νόμους, κανονισμούς και πολιτικές και αναλαμβάνει την ευθύνη για τη συμμόρφωση με τους εν λόγω νόμους, κανονισμούς και πολιτικές. Ο Δικαιούχος Άδειας Χρήσης δηλώνει ότι θα αποκτήσει ή έχει ήδη αποκτήσει οποιεσδήποτε συναινέσεις, εξουσιοδοτήσεις ή άδειες χρήσης απαιτούνται για τη νόμιμη χρήση του Προγράμματος εκ μέρους του.

Πάροχος Υπηρεσιών Cloud:

Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να εγκαταστήσει το Πρόγραμμα σε ένα περιβάλλον τρίτων που προσδιορίζεται στον οδηγό εγκατάστασης του Προγράμματος, το οποίο παρέχει στο Δικαιούχο Άδειας Χρήσης υπηρεσίες υποδομής, υπηρεσίες δικτύωσης, χώρο αποθήκευσης και χώρο υποδοχής κέντρου πληροφοριακών συστημάτων για τη "φιλοξενία" εφαρμογών λογισμικού ("Πάροχος Υπηρεσιών Cloud"). Η εξουσιοδότηση αυτή δεν τροποποιεί ούτε αντικαθιστά καμία από τις υποχρεώσεις του Δικαιούχου Άδειας Χρήσης που καθορίζονται στην αντίστοιχη σύμβαση άδειας χρήσης, συμπεριλαμβανομένων των απαιτήσεων για τη χρήση σε εικονικοποιημένο (virtualized) περιβάλλον. Ο Δικαιούχος Άδειας Χρήσης αποδέχεται ότι η ισχύς των όρων περί επαλήθευσης (verification) στην αντίστοιχη σύμβαση άδειας χρήσης επεκτείνεται στο περιβάλλον του Παρόχου Υπηρεσιών Cloud στο οποίο εγκαθίστανται τα Προγράμματα, και ο Δικαιούχος Άδειας Χρήσης συμφωνεί να συλλέγει οποιαδήποτε απαιτούμενα δεδομένα χρήσης. Ο Δικαιούχος Άδειας Χρήσης δεν θα παρέχει στον Πάροχο Υπηρεσιών Cloud τη δυνατότητα μη εξουσιοδοτημένης χρήσης ή πρόσβασης στο Πρόγραμμα.

Όροι για Υψηλή Διαθεσιμότητα και Αποκατάσταση μετά από Καταστροφή:

Εάν το Πρόγραμμα προσδιορίζεται ως πρόγραμμα "Υψηλής Διαθεσιμότητας" (High Availability) ή "Αποκατάστασης μετά από Καταστροφή" (Disaster Recovery), τότε ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να χρησιμοποιεί το Πρόγραμμα μόνο ως δευτερεύον σύστημα QRadar για ένα κύριο σύστημα QRadar. Εάν το κύριο σύστημα QRadar βρίσκεται σε λειτουργία, τότε το δευτερεύον σύστημα QRadar "Υψηλής Διαθεσιμότητας" ή "Αποκατάστασης μετά από Καταστροφή" δεν επιτρέπεται να χρησιμοποιηθεί για οποιαδήποτε συναλλαγή ή υπολογιστική πράξη.

INFORMASI LISENSI

Program-program yang tercantum di bawah ini dilisensikan dengan syarat dan ketentuan Informasi Lisensi berikut ini selain syarat lisensi Program yang sebelumnya telah disetujui oleh Klien dan IBM. Apabila Klien sebelumnya tidak menyetujui syarat lisensi yang berlaku untuk Program, Perjanjian Lisensi Program Internasional (i125-3301-15) akan berlaku.

Nama Program (Nomor Program):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Gambar Pemasangan Multi-Produk

Program ini disediakan sebagai bagian dari gambar pemasangan multiproduk. Pemegang Lisensi memiliki wewenang untuk memasang dan menggunakan hanya Program (serta Bundel Program dan Program yang Didukung darinya, jika ada) yang untuknya kepemilikan yang sah diperoleh dan tidak dapat memasang atau menggunakan perangkat lunak lain apa pun yang dicakup dalam gambar, kecuali jika Pemegang Lisensi telah memperoleh kepemilikan yang terpisah untuk perangkat lunak lain tersebut.

Program Pendukung

Pemegang Lisensi berhak memasang dan menggunakan Program Pendukung yang diidentifikasi di bawah ini hanya untuk mendukung penggunaan Pemegang Lisensi atas Program Utama berdasarkan Perjanjian ini. Frasa "untuk mendukung penggunaan Pemegang Lisensi" hanya akan mencakup penggunaan-penggunaan tersebut yang diperlukan atau dengan cara lain, yang terkait secara langsung dengan penggunaan yang dilisensikan atas Program Utama atau Program Pendukung lainnya. Program-program Pendukung tidak dapat digunakan untuk tujuan lainnya. Program Pendukung dapat disertai dengan syarat-syarat lisensi, dan syarat-syarat tersebut, apabila ada, berlaku untuk penggunaan Pemegang Lisensi atas Program Pendukung. Apabila terdapat ketidaksesuaian, syarat-syarat dalam dokumen Informasi tentang Lisensi ini menggantikan syarat-syarat Program Pendukung. Pemegang Lisensi harus memperoleh kepemilikan yang memadai atas Program, secara keseluruhan, untuk mencakup pemasangan dan penggunaan Pemegang Lisensi atas semua Program Pendukung, kecuali apabila kepemilikan yang terpisah diberikan di dalam dokumen Informasi Lisensi. Misalnya, jika Program ini dilisensikan pada basis Inti Prosesor Virtual (Virtual Processor Core - "VPC") dan Pemegang Lisensi memasang Program Utama atau Program Pendukung pada 10 mesin VPC dan Program Pendukung lainnya pada 10 mesin VPC kedua, Pemegang Lisensi akan diwajibkan memperoleh kepemilikan 20 VPC atas Program.

Program Pendukung:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Komponen-Komponen yang Dilarang

Pemegang Lisensi tidak berhak menggunakan salah satu komponen atau fungsi Program berikut:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Program Manajemen Kepatuhan

Pemegang Lisensi dapat menggunakan Program untuk membantu Pemegang Lisensi dalam memenuhi kewajiban kepatuhan yang didasarkan pada hukum, peraturan, standar atau praktik. Segala arahan, penggunaan yang disarankan, atau panduan yang diberikan oleh Program ini bukan merupakan saran hukum, akuntansi, atau saran profesional lainnya, dan Pemegang Lisensi diperingatkan untuk memiliki konsultan hukum, akuntansi atau konsultan ahli mereka sendiri. Pemegang Lisensi bertanggung jawab sepenuhnya untuk memastikan bahwa Pemegang Lisensi dan aktivitas, aplikasi serta sistem Pemegang Lisensi telah memenuhi hukum, peraturan, standar dan praktik yang berlaku. Penggunaan Program ini tidak menjamin kepatuhan terhadap hukum, peraturan, standar atau praktik apa pun.

Komponen yang Digunakan untuk Menetapkan Kepemilikan yang Diperlukan

Pemegang Lisensi dapat memasang dan menggunakan komponen Program selain komponen Program yang tercantum di bawah, berdasarkan syarat-syarat lisensi, tetapi hanya komponen yang tercantum yang digunakan untuk menentukan jumlah kepemilikan yang diperlukan untuk Program.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Kode Pihak Ketiga yang Dapat Dimodifikasi

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

Kode Berlisensi Terpisah

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

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

(a) IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA JAMINAN DALAM BENTUK APA PUN DAN MENOLAK SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT, TERMASUK, NAMUN TIDAK TERBATAS PADA, JAMINAN HAK MILIK, TIDAK ADANYA PELANGGARAN ATAU TIDAK ADANYA GANGGUAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU;

(b) IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tak langsung, insidental, khusus, eksemplari, hukuman atau konsekuensial termasuk, tetapi tidak terbatas pada, kehilangan data, simpanan, dan laba.

Kunci Program

Untuk Program-program yang mewajibkan kunci-kunci untuk beroperasi, Pemegang Lisensi tidak dapat memiliki kunci Program dalam Perusahaan Pemegang Lisensi lebih banyak daripada yang berhak dimiliki oleh Pemegang Lisensi.

Para Penerima Manfaat Pihak Ketiga

Masing-masing pemasok berikut ini adalah penerima manfaat pihak ketiga Perjanjian ini:
Oracle America, Inc.

Batasan Transfer Program

Pemegang Lisensi tidak dapat mentransfer Program kepada pihak ketiga, kecuali apabila disetujui lain secara tertulis oleh IBM.

Unit ukuran berikut ini dapat berlaku untuk penggunaan Program oleh Pemegang Lisensi.

Pemasangan

Pemasangan adalah unit ukuran yang olehnya Program dapat diberi lisensi. Pemasangan adalah salinan Program yang dipasang di disket dalam bentuk fisik atau maya yang disediakan untuk dijalankan di komputer. Pemegang Lisensi harus mendapatkan kepemilikan untuk masing-masing Pemasangan Program.

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

Penggunaan yang Sah atas Program:

Program ini dirancang untuk membantu Pemegang Lisensi meningkatkan lingkungan keamanan dan datanya. Penggunaan atas Program ini dapat melibatkan berbagai peraturan perundang-undangan atau regulasi, termasuk yang berkaitan dengan kerahasiaan, perlindungan data, hubungan kerja, serta komunikasi dan penyimpanan elektronik. Program tersebut hanya dapat digunakan untuk tujuan yang sah serta dengan cara yang sah secara hukum. Pemegang Lisensi setuju untuk menggunakan Program sesuai dengan, dan menanggung semua tanggung jawab untuk mematuhi peraturan perundang-undangan, regulasi, dan kebijakan yang berlaku. Pemegang Lisensi menyatakan bahwa pihaknya akan memperoleh atau telah memperoleh persetujuan, izin, atau lisensi apa pun yang diperlukan untuk memungkinkan penggunaannya yang sah atas Program.

Penyedia Layanan Cloud:

Pemegang Lisensi dapat memasang Program di lingkungan pihak ketiga yang diidentifikasi dalam panduan pemasangan Program yang menyediakan layanan infrastruktur, penjangkauan, penyimpanan, dan ruang pusat data kepada Pemegang Lisensi untuk menyelenggarakan aplikasi perangkat lunak ("Penyedia Layanan Cloud"). Otorisasi ini tidak mengubah atau menggantikan setiap kewajiban Pemegang Lisensi dalam perjanjian lisensi yang berlaku, termasuk persyaratan untuk penggunaan dalam lingkungan tervirtualisasi. Pemegang Lisensi menyatakan bahwa syarat-syarat verifikasi dalam perjanjian lisensi yang berlaku mencakup lingkungan Penyedia Layanan Cloud di mana Program dipasang, dan Pemegang Lisensi setuju untuk mengumpulkan setiap data penggunaan yang diperlukan. Pemegang Lisensi tidak akan memberikan penggunaan atau akses yang tidak sah ke Program kepada Penyedia Layanan Cloud.

Syarat-syarat Ketersediaan Tinggi dan Pemulihan Bencana:

Apabila Program dirancang sebagai "Ketersediaan Tinggi" atau "Pemulihan Bencana", maka Pemegang Lisensi dibatasi untuk menggunakan Program hanya sebagai sistem QRadar sekunder untuk sistem QRadar utama. Apabila sistem QRadar utama sedang online, sistem QRadar sekunder "Ketersediaan Tinggi" atau "Pemulihan Bencana" tidak dapat digunakan untuk transaksi atau pekerjaan komputasi apa pun sendiri.

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi elencati di seguito sono concessi in licenza in base alle seguenti clausole e condizioni License Information in aggiunta alle clausole della licenza del Programma precedentemente accettate dal Cliente e IBM. Se il Cliente non ha accettato precedentemente le clausole della licenza in vigore per il Programma, si applica Accordo Internazionale di Licenza di Programmi (i125-3301-15).

Nome Programma (Numero Programma):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Immagine di Installazione per più prodotti

Il Programma è fornito come parte di un'immagine di installazione per più prodotti. Il licenziatario può installare ed utilizzare solo il Programma (e i suoi Programmi di Supporto o in bundle, se esistenti) per cui ha ottenuto una titolarità valida e non può installare o utilizzare qualsiasi altro software incluso nell'immagine, a meno che il licenziatario non abbia acquisito titolarità a parte per quell'altro software.

Programmi di Supporto

Il licenziatario è autorizzato ad installare e utilizzare i Programmi di Supporto indicati di seguito solo per supportare l'utilizzo da parte del licenziatario stesso del Programma Principale regolamentato dal presente Accordo. La frase "per supportare l'utilizzo da parte del licenziatario stesso" dovrebbe riferirsi solo agli utilizzi necessari o in altro modo direttamente correlati a un utilizzo secondo licenza del Programma Principale o di un altro Programma di Supporto. I Programmi di Supporto non possono essere utilizzati per altri scopi. Un Programma di Supporto può essere accompagnato da clausole di licenza e tali clausole, se esistenti, si applicano all'utilizzo di quel Programma di Supporto da parte del licenziatario. In caso di conflitto, le clausole di questo documento di Informazioni sulla licenza prevarranno sulle clausole del Programma di Supporto. Il licenziatario dovrà ottenere un numero di titolarità per il Programma sufficienti, nel suo insieme, per coprire l'installazione e l'utilizzo, da parte sua, di tutti i Programmi di Supporto, a meno che non vengano fornite titolarità separate nel presente documento di Informazioni sulla licenza. Ad esempio, se questo Programma fosse concesso in licenza in base alla metrica VPC (Virtual Processor Core) e il licenziatario dovesse installare il Programma Principale o un Programma di Supporto su una macchina da 10 VPC e un altro Programma di Supporto su una seconda macchina da 10 VPC, il licenziatario sarebbe tenuto ad ottenere titolarità pari a 20 VPC per il Programma.

Programmi di Supporto:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Componenti vietate

Il licenziatario non potrà utilizzare alcune delle seguenti componenti o funzioni del Programma:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Programmi per la gestione della conformità

Il licenziatario potrà utilizzare il Programma per facilitare l'adempimento degli obblighi di conformità, che possono essere dettati da normative, regolamenti, standard o procedure. Qualsiasi indicazione, utilizzo consigliato o guida fornita dal Programma non costituisce consiglio legale, contabile o professionale e al licenziatario viene consigliato di contattare un proprio legale, contabile o consulente esperto. Il licenziatario è unicamente responsabile nel garantire che lui e le proprie attività, applicazioni e sistemi sono conformi a tutte le leggi, normative, standard e pratiche applicabili. L'utilizzo di questo Programma non garantisce la conformità con alcuna legge, regolamento, standard o pratica.

Componenti utilizzate per stabilire le titolarità richieste

Il licenziatario è autorizzato ad installare e utilizzare componenti del Programma diverse da quelle elencate di seguito, nel rispetto dei termini della licenza, ma solo le componenti elencate verranno utilizzate per determinare il numero di titolarità richieste per il Programma.

Codice di Terze Parti Modificabile

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

Codice concesso in licenza separatamente

Ognuna delle componenti elencate nel file NON_IBM_LICENSE viene considerata "Codice concesso in licenza separatamente", concessa in licenza al licenziatario nel rispetto dei termini dell'/degli accordo/i di licenza di terze parti applicabile/i esposto/i nel/i file NON_IBM_LICENSE accluso/i al Programma e non del presente Accordo. Futuri aggiornamenti o fix al Programma possono contenere ulteriore Codice concesso in licenza separatamente. Tale Codice concesso in licenza separatamente aggiuntivo e le relative licenze sono elencati nel file NON_IBM_LICENSE applicabile, che accompagna l'aggiornamento o fix al Programma.

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

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

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

Chiavi del Programma

Per Programmi che richiedono chiavi per funzionare, il licenziatario non può avere più chiavi per il Programma nel proprio gruppo aziendale di quante titolarità possieda.

Terze Parti Beneficiarie

Ciascuno dei seguenti fornitori è una terza parte beneficiaria di questo Accordo:
Oracle America, Inc.

Restrizioni in merito al trasferimento del Programma

Il licenziatario non è autorizzato a trasferire il Programma ad una terza parte, se non diversamente concordato per iscritto con IBM.

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

Installazione

Un'Installazione è l'unità di misura per cui il Programma può essere concesso in licenza. Un'Installazione è una copia installata del Programma su un disco virtuale o fisico reso disponibile per essere eseguito su un computer. Il licenziatario deve ottenere una titolarità per ogni Installazione del Programma.

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

Utilizzo lecito del Programma:

Questo Programma è progettato per aiutare il licenziatario a migliorare il suo ambiente di sicurezza e i dati. L'utilizzo di questo Programma può implicare il rispetto di varie leggi e normative, incluse quelle sulla privacy, sulla protezione dei dati, sul rapporto di lavoro, sulle comunicazioni elettroniche e sullo storage. Il Programma può essere utilizzato solo per

scopi legali e in modo lecito. Il Licenziatario acconsente di utilizzare il Programma in conformità e assumendosi tutte le responsabilità di conformità alle, leggi applicabili, normative e policy. Il licenziatario afferma che otterrà, o ha già ottenuto, eventuali consensi, autorizzazioni o licenze richiesti per abilitare l'utilizzo lecito del Programma.

Cloud Service Provider:

Il licenziatario potrebbe installare il Programma in un ambiente di terze parti identificato nella guida di installazione del Programma che fornisce al licenziatario servizi di infrastruttura, reti, storage e data center space per applicazioni software di hosting ("Cloud Service Provider"). Questa autorizzazione non modifica o sospende gli obblighi del licenziatario nell'accordo di licenza applicabile, inclusi i requisiti da utilizzare in un ambiente virtualizzato. Il licenziatario è a conoscenza che i termini di verifica nell'accordo di licenza applicabile si estende all'ambiente Cloud Service Provider su cui sono installati i Programmi e il licenziatario accetta di raccogliere qualsiasi dato di utilizzo richiesto. Il licenziatario non fornirà il Cloud Service Provider senza alcun uso autorizzato o accesso al Programma.

Clausole di Elevata Disponibilità e Disaster Recovery:

Se il Programma è progettato come "Alta Disponibilità" oppure "Disaster Recovery", il licenziatario deve limitarsi ad utilizzare il Programma solo come sistema QRadar secondario per un sistema QRadar primario. Se il sistema QRadar primario è collegato, il sistema QRadar secondario "Alta Disponibilità" oppure "Disaster Recovery" non potrà essere utilizzato da solo per alcuna attività di calcolo o transazione.

ライセンス情報

以下の「プログラム」は、お客様と IBM とが事前に合意した「プログラム」の使用許諾条件に加えて、次のライセンス情報の使用条件に基づいて使用許諾されます。お客様が「プログラム」の有効な使用許諾条件に事前に合意していない場合、プログラムのご使用条件 (i125-3301-15) が適用されます。

プログラム名 (プログラム番号):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOlicn)

以下の標準条件が、ライセンシーによる「プログラム」の使用に適用されます。

複数の製品の導入イメージ

「プログラム」は、複数の製品についての導入イメージの一部として提供されます。ライセンシーは、有効な使用権を取得した「プログラム」(バンドル・プログラムまたは従プログラムがある場合は、それらも含みます。)のみを導入し使用することができます。イメージに含まれたその他のソフトウェアを導入および使用することはできません。ただし、ライセンシーがそれらのソフトウェアの使用権を別途取得している場合を除きます。

従プログラム

ライセンシーは、本契約に基づき、「主プログラム」のライセンシーによる使用をサポートすることのみを目的として、以下に示す「従プログラム」を導入し使用することができます。「ライセンシーによる使用をサポート」という文言には、「主プログラム」または他の「従プログラム」の使用に必須の場合、または、それらの使用許諾された使用に直接関連する使用の場合のみが含まれます。「従プログラム」をその他の目的で使用してはなりません。「従プログラム」には、使用条件が付随している場合があります。使用条件が付随している場合には、それらはライセンシーの「従プログラム」の使用に適用されます。齟齬がある場合は、本ライセンス情報の条件が、「従プログラム」の使用条件より優先するものとします。ライセンシーは、このライセンス情報に別途個別の使用許諾が規定されている場合を除き、すべての「従プログラム」の導入および使用を網羅するため「プログラム」の全体として対応する十分な数の使用許諾を取得するものとします。例えば、本「プログラム」が VPC (仮想プロセッサ・コア) ベースで使用許諾され、ライセンシーが「主プログラム」または「従プログラム」を 10 VPC マシンに導入し、別の「従プログラム」を 2 台目の 10 VPC マシンに導入する場合、ライセンシーは本「プログラム」に対して 20 VPC の使用許諾を取得する必要があります。

従プログラム:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

使用禁止コンポーネント

ライセンシーは、以下の「プログラム」のコンポーネントまたは機能のいずれも使用することができません。

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

コンプライアンス管理プログラム

ライセンシーは「プログラム」を、法律、規制、規格、または慣行に基づく、ライセンシーのコンプライアンスの義務の履行を支援するために使用できます。「プログラム」が提示する指示、使用法の推奨、または助言は、法律もしくは会計またはその他の専門的な助言ではありません。ライセンシーは、自身で、法律もしくは会計またはその他の専門家の助言を得る必要があることに留意するものとします。ライセンシーおよびライセンシーの行為、アプリケーション、およびシステムが、適用されるすべての法律、規制、規格、および慣行を遵守していることを保証する責任は、ライセンシーのみが負うものとします。「プログラム」の使用は、法律、規制、規格、または慣行の遵守を保証するものではありません。

必要な使用許諾数の算定に考慮されるコンポーネント

ライセンシーは、使用許諾条件に基づいて以下以外の「プログラム」のコンポーネントを導入および使用できますが、「プログラム」に必要な使用許諾数を算定するためには、以下のコンポーネントのみが考慮されます。

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

修正可能第三者コード

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

別途使用許諾されるコード

NON_IBM_LICENSE ファイルに記載されているコンポーネントは「別途使用許諾されるコード」とみなされ、本使用条件ではなく、「プログラム」に添付される NON_IBM_LICENSE ファイルに記載されている該当する第三者の使用条件に基づきライセンシーに使用許諾されます。「プログラム」に対して将来提供される更新版もしくは修正版には、追加の「別途使用許諾されるコード」が含まれている場合があります。追加された「別途使用許諾されるコード」および関連する使用許諾は、「プログラム」の更新版または修正版に付属する該当する NON_IBM_LICENSE ファイルに記載されます。

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

(a) IBM はライセンシーにこれをいかなる保証も適用せず提供し、法律上の瑕疵担保責任、権原の保証、第三者権利不侵害の保証、ならびに商品性の保証および特定目的適合性の保証を含む明示または黙示のいかなる保証責任も負わないものとします。

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

プログラム・キー

稼働するためにはキーを必要とする「プログラム」の場合、ライセンシーは、ライセンシーの企業グループ内で、ライセンシーが保有する使用権の数以上の「プログラム」のキーを保有することはできません。

第三者受益者

以下の各サプライヤーは、本使用条件の第三者受益者です。

Oracle America, Inc.

「プログラム」の移転の制限

ライセンシーは、IBM から書面による同意を得ることなく、「プログラム」を第三者に移転することはできません。

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

インストール

インストールは、「プログラム」が使用許諾される際の算定単位です。インストールとは、コンピューター上での実行に使用可能な物理ディスクまたは仮想ディスク上に導入された「プログラム」のコピーをいいます。ライセンシーは、「プログラム」のインストールごとに、使用権を取得してください。

さらに、以下の使用条件がライセンシーの「プログラム」の使用に適用されます。

「プログラム」の合法的使用:

本「プログラム」は、ライセンシーが自身のセキュリティ環境およびデータを改善できるようにするよう設計されています。本「プログラム」の使用には、プライバシー、データ保護、雇用、電子通信、およびストレージなどに関連する、さまざまな法律や規定が関係する場合があります。「プログラム」は、合法的な方法で、合法的な目的のためにのみ使用することができます。ライセンシーは、適用される法律、規定、およびポリシーに従って「プログラム」を使用し、かかる法律、規定、およびポリシーを遵守する責任を負うことに同意するものとします。ライセンシーは、「プログラム」の合法的な使用に必要な同意、許可、または使用権を取得するか、取得済みであることを表明するものとします。

クラウド・サービス・プロバイダー:

ライセンシーは、「プログラム」のインストール・ガイドで指定された、ソフトウェア・アプリケーションのホスティング用にインフラストラクチャー・サービス、ネットワーキング、ストレージおよびデータ・センター・スペースをライセンシーに提供する第三者環境 (以下「クラウド・サービス・プロバイダー」といいます。) に「プログラム」を導入することができます。この使用許諾は、仮想化環境での使用のための要求を含め、該当するご使用条件にあるライセンシーの義務のいずれをも変更または置き換えるものではありません。ライセンシーは、「プログラム」がインストールされるクラウド・サービス・プロバイダー環境に対して、該当するご使用条件での確認事項が及ぶことを了解し、ライセンシーは必要な使用データの収集に同意するものとします。ライセンシーは、クラウド・サービス・プロバイダーに、使用許諾を得ないいかなる「プログラム」の使用や「プログラム」へのアクセスも提供しないものとします。

高可用性および災害復旧に関する条件

「プログラム」が「高可用性」または「災害復旧」と指定された場合、ライセンシーによる「プログラム」の使用は、プライマリー QRadar システムに対するセカンダリー QRadar システムとしてのみに制限されます。プライマリー QRadar システムがオンラインの場合、「高可用性」または「災害復旧」のセカンダリー QRadar システムは、それ自体におけるいかなるトランザクションや計算作業にも使用してはなりません。

라이선스 정보

아래 나열된 프로그램은 이전에 고객과 IBM이 합의한 프로그램 라이선스 조건에 추가하여 다음 라이선스 정보 이용 약관에 의거하여 라이선스가 부여됩니다. 이전에 고객이 해당 프로그램에 적용되는 라이선스 조항에 동의하지 않은 경우 국제 프로그램 라이선스 계약(125-3301-15)이(가) 적용됩니다.

프로그램 이름 (프로그램 번호:

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOlicn)

라이선스 사용자가 본 프로그램을 사용하는 경우 다음 표준 조항이 적용됩니다.

다중 제품 설치 이미지

본 프로그램은 다중 제품 설치 이미지의 일부로 제공됩니다. 라이선스 사용자는 유효한 권한을 취득한 본 프로그램(및 관련된 번들 또는 보조 프로그램)만 설치하고 사용할 수 있으며 이미지에 포함된 기타 다른 소프트웨어에 대한 권한을 별도로 취득하지 않으면 해당 소프트웨어를 설치하거나 사용할 수 없습니다.

보조 프로그램(Supporting Programs)

라이선스 사용자는 본 계약에 의거해서 주 프로그램(Principal Programs)에 대한 라이선스 사용자의 사용을 지원하기 위해 서만 아래 명시된 보조 프로그램을 설치하고 사용할 수 있습니다. "라이선스 사용자의 사용을 지원하기 위해"에서 사용이란 라이선스가 부여된 주 프로그램 또는 다른 보조 프로그램을 사용하는 데 필요하거나 직접적으로 관련이 있는 사용만 의미합니다. 기타 다른 용도를 위해서는 보조 프로그램을 사용할 수 없습니다. 보조 프로그램에는 라이선스 조항이 포함되어 있을 수 있으며 라이선스 사용자가 보조 프로그램을 사용하는 경우 해당 조항이 적용됩니다. 계약 조항이 상충하는 경우에는 라이선스 정보 문서의 조항이 보조 프로그램 조항에 우선하여 적용됩니다. 라이선스 사용자는 본 라이선스 정보 문서에서 별도의 권한을 제공하지 않은 한, 모든 보조 프로그램에 대한 라이선스 사용자의 설치와 사용을 포함할 수 있도록 전체적으로 본 프로그램에 대한 충분한 권한을 취득해야 합니다. 예를 들어, 본 프로그램의 라이선스가 VPC(가상 프로세서 코어) 단위로 부여되고 10 VPC 기계에 주 프로그램이나 보조 프로그램을 설치하고 두 번째 10 VPC 기계에 다른 보조 프로그램을 설치하는 경우, 라이선스 사용자는 본 프로그램에 대해 20 VPC 권한을 취득해야 합니다.

보조 프로그램::

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

사용이 금지된 구성요소

라이선스 사용자는 본 프로그램의 다음 구성요소 또는 기능을 사용할 수 없습니다.

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

준수 관리 프로그램(Compliance Management Programs)

라이선스 사용자는 법률, 규정, 표준 또는 관례에 의거해서 라이선스 사용자가 준수 의무사항을 충족할 수 있도록 지원하는 데 본 프로그램을 사용할 수 있습니다. 본 프로그램에서 제공한 지시사항, 권장 사용 또는 지침은 법률, 회계 또는 기타 전문적인 자문에 해당하지 않으며 라이선스 사용자가 법률, 회계 또는 기타 전문가의 자문을 직접 받아야 합니다. 라이선스 사용자와 라이선스 사용자의 활동, 응용프로그램 및 시스템이 관련된 모든 법률, 규정, 표준 및 관례를 준수하는지를 확인해야 할 책임은 전적으로 라이선스 사용자에게 있습니다. 본 프로그램을 사용한다고 해서 임의의 법률, 규정, 표준 또는 관례를 준수한다고 보증하지는 않습니다.

필수 권한을 설정하는 데 사용되는 구성요소

라이선스 사용자는 라이선스 조건에 의거하여 아래 구성요소 외에 다른 프로그램 구성요소를 설치하거나 사용할 수 있지만 본 프로그램에 필요한 권한 수를 결정하는 데는 아래 구성요소만 사용됩니다.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

수정 가능한 제3자 코드

주의사항 파일에서 제3자 코드를 "수정 가능한 제3자 코드"("Modifiable Third Party Code")로 명시하는 경우, IBM은 그러한 제3자 코드에 대한 라이선스 사용자의 수정사항을 디버깅하기 위한 경우에 한하여 라이선스 사용자가 1) 수정 가능한 제3자

코드를 수정하고 2) 수정 가능한 제3자 코드와 직접 연관된 본 프로그램 모듈을 리버스 엔지니어하도록 허용합니다. IBM의 서비스 및 지원 의무(해당하는 경우)는 수정되지 않은 클라우드 프로그램에만 적용됩니다.

별도로 라이선스가 부여된 코드

NON_IBM_LICENSE 파일에 나열된 각 구성요소는 본 계약이 아니라, 본 프로그램에 포함되어 있는 NON_IBM_LICENSE 파일(들)에 명시된 관련 제3자 라이선스 계약(들)의 조항에 의거해서 라이선스 사용자에게 라이선스를 부여한 "별도로 라이선스가 부여된 코드"로 간주됩니다. 향후 프로그램의 업데이트나 수정판에는 추가된 별도로 라이선스가 부여된 코드가 포함될 수 있습니다. 이와 같이 추가된 별도로 라이선스가 부여된 코드 및 관련 라이선스는 본 프로그램의 업데이트 또는 수정판에 있는 해당 NON_IBM_LICENSE 파일에 명시됩니다.

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

(a) IBM은 일체의 보증 없이 별도로 라이선스가 부여된 코드를 라이선스 사용자에게 제공하며 별도로 라이선스가 부여된 코드에 대한 소유권, 타인의 권리 침해를 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.

(b) IBM은 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여(단, 이에 한하지 않음), 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

프로그램 키

키로 운영되는 프로그램의 경우, 라이선스 사용자는 자신이 보유한 권한 이상의 프로그램 키를 기업집단 내에서 소유할 수 없습니다.

제3의 수혜자

다음 각 공급자는 본 계약의 제3의 수혜자입니다.

Oracle America, Inc.

프로그램 양도 제한사항

라이선스 사용자는 IBM이 서면으로 달리 동의하지 않는 한, 본 프로그램을 제3자에게 양도할 수 없습니다.

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

설치

설치(Install)는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. 설치는 컴퓨터에서 실행할 수 있도록 제공된 물리적 디스크나 가상 디스크에 설치되어 있는 본 프로그램의 사본입니다. 라이선스 사용자는 본 프로그램의 각 설치에 대한 권한을 취득해야 합니다.

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

프로그램의 합법적인 사용:

본 프로그램은 라이선스 사용자가 라이선스 사용자의 보안 환경 및 데이터를 개선하는 것을 지원하도록 설계되었습니다. 본 프로그램의 사용은 개인정보보호, 고용, 전기 통신 및 저장과 관련된 법률 또는 규정을 포함하여 다양한 법률 또는 규정과 연관될 수 있습니다. 본 프로그램은 합법적인 목적과 합법적인 방법으로만 사용될 수 있습니다. 라이선스 사용자는 적용되는 법률, 규정 또는 정책을 의거하여 본 프로그램을 사용하고, 적용되는 법률, 규정 또는 정책을 준수할 모든 책임이 있다는 것에 동의합니다. 라이선스 사용자는 본 프로그램의 합법적인 사용이 가능하게 하기 위해 필요한 모든 동의, 허가 및 라이선스를 이미 취득했거나 취득할 것임을 진술하고 보증합니다.

클라우드 서비스 제공자:

라이선스 사용자는 소프트웨어 애플리케이션을 호스팅하기 위한 인프라스트럭처 서비스, 네트워킹, 스토리지 및 데이터 센터 공간을 라이선스 사용자에게 제공하는, 본 프로그램의 설치 안내서에 명시된 제3자 환경에서 본 프로그램을 설치할 수 있습니다(이하 "클라우드 서비스 제공자"). 이러한 권한은 가상화 환경에서 사용하기 위한 요구사항을 포함하여, 해당 라이선스 계약에 준한 라이선스 사용자의 책임사항을 수정하거나 대체하지 않습니다. 라이선스 사용자는 해당 라이선스 계약의 확인 조항이 본 프로그램이 설치된 클라우드 서비스 제공자 환경으로 확대된다는 것을 인정하며 라이선스 사용자는 필요한 사용

데이터를 수집할 것에 동의합니다. 라이선스 사용자는 클라우드 서비스 제공자에게 본 프로그램에 대한 어떠한 불법적인 사용이나 액세스도 제공하지 않습니다.

고가용성(High Availability) 및 재해 복구(Disaster Recovery) 조항:

본 프로그램이 "High Availability" 또는 Disaster Recovery"로 지정된 경우 라이선스 사용자는 본 프로그램을 기본 QRadar 시스템에 대한 예비 QRadar 시스템으로만 사용하도록 제한됩니다. 기본 QRadar 시스템이 온라인 상태인 경우 "High Availability" 또는 Disaster Recovery" 예비 QRadar 시스템은 자체적인 트랜잭션 또는 계산 작업 목록으로는 사용될 수 없습니다.

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias Licencijos informacijos sąlygas, kurios papildo Programos licencijos sąlygas, dėl kurių susitarė Klientas ir IBM. Jei Klientas anksčiau nėra sutikęs su Programai taikomomis licencijos sąlygomis, taikoma Tarptautinė programos licencinė sutartis (į125-3301-15).

Programos pavadinimas (Programos numeris):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

Šios standartinės sąlygos taikomos Licencianto Programos naudojimui.

Kelių produktų diegimo atvaizdas

Programa pateikiama kaip kelių produktų diegimo atvaizdo dalis. Licenciatas turi teisę diegti ir naudoti tik tokią Programą (ir, jei yra, jos Sugrupuotas arba Pagalbinės programos), kurios galiojančias teises įsigijo, ir negali diegti arba naudoti jokios kitos į atvaizdą įtrauktos programinės įrangos, jei Licenciatas neįsigijęs atskirų tos programinės įrangos teisių.

Pagalbinės programos

Licenciatas įgaliotas diegti ir naudoti toliau nurodytas Pagalbinės programos tik Licencianto Pagrindinės programos naudojimui palaikyti pagal šią Sutartį. Frazė „palaikyti Licencianto naudojimą“ apima tik tą naudojimą, kuris reikalingas ar kitaip tiesiogiai susijęs su Pagrindinės ar kitos Pagalbinės Programos licencijuotu naudojimu. Pagalbinių programų negalima naudoti jokiame kitame tikslui. Pagalbinė programa gali būti pateikiama su licencijos sąlygomis ir šios sąlygos, jei tokių yra, taikomos Pagalbinę programą naudojančiam Licencijos turėtojui. Įvykus ginčui šiame Licencijos informacijos dokumente pateiktos sąlygos pakeičia Pagalbinės programos sąlygas. Licenciatas turi gauti pakankamai Programos, kaip visumos, teisių, kad jų pakaktų visų Licencianto Pagalbinių programų diegimui ir naudojimui padengti, nebent šiuo Licencijos informacijos dokumentu suteikiama papildomų teisių. Pavyzdžiui, jei ši Programa buvo licencijuota VPC (Virtualiojo procesoriaus branduolio) pagrindu, ir Licenciatas turėtų įdiegti Pagrindinę programą arba Pagalbinę programą 10 VPC įrenginyje, o antrame 10 VPC įrenginyje – kitą Pagalbinę programą, Licenciatui reikės įsigyti 20 Programos VPC teisių.

Pagalbinės programos:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Draudžiami komponentai

Licenciatas neturi teisės naudoti jokių toliau išvardytų Programos komponentų ar funkcijų:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Suderinamumo valdymo programos

Licenciatas gali naudoti Programą kaip pagalbinių priemonę Licenciatui siekiant laikytis suderinamumo įsipareigojimų, kurie gali būti pagrįsti įstatymais, taisyklėmis, standartais ar praktikomis. Bet kokios Programoje pateikiamos instrukcijos, siūlomas pritaikymas ar patarimai nėra teisiniai, apskaitos arba kitokio pobūdžio patarimai, todėl Licenciatas įspėjamas konsultuotis su teisininku, finansininku arba kitais specialistais. Licenciatas išskirtinai atsakingas už tai, kad būtų užtikrintas Licencianto ir Licencianto veiklų, taikomųjų programų bei sistemų suderinamumas su visais taikomais įstatymais, taisyklėmis, standartais ir praktikomis. Šios Programos naudojimas negarantuoja suderinamumo su įstatymu, taisykle, standartu ar praktika.

Suteikiant būtinas teises naudojami komponentai

Licenciatas gali diegti ir naudoti Programos komponentus, išskyrus toliau nurodytus, pagal licencijos sąlygas, tačiau Programai reikalingų teisių skaičiui nustatyti naudojami tik išvardyti komponentai.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Keičiamas trečiosios šalies kodas

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

Atskirai licencijuojamas kodas

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

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

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

(b) IBM neatsako už jokių tiesioginių, netiesioginių, atsitiktinių, ypatingų, pavyzdinių, baudžiamuosius ar priežastinius nuostolius, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

Programų raktai

Jei naudojamos Programos, kurioms veikti reikalingi raktai, Licenciatas savo Organizacijoje negali turėti daugiau Programos raktų, nei jam suteikta teisių.

Trečiosios šalies naudos gavėjai

Kiekvienas iš šių tiekėjų yra šios Sutarties trečiosios šalies naudos gavėjas:
Oracle America, Inc.

Programos perdavimo apribojimai

Licenciatas negali perduoti Programos trečiajai šaliai, nebent turi raštišką IBM sutikimą.

Šie matavimo vienetai gali būti taikomi Licencianto Programos naudojimui.

Įdiegtis

Įdiegtis yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Įdiegtis – tai fiziniame arba virtualiajame diske įdiegta Programos kopija, kurią galima vykdyti kompiuteryje. Licenciatas privalo įsigyti teises kiekvienai Programos Įdiegčiai.

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

Teisėtas Programos naudojimas:

Ši Programa skirta padėti Licenciatui patobulinti saugos aplinką ir duomenis. Naudojant šią Programą gali būti taikomi įvairūs teisės aktai ir taisyklės, įskaitant susijusias su privatumu, duomenų apsauga, darbo santykiais ir elektroniniais ryšiais bei saugyklomis. Programą galima naudoti tik teisėtais tikslais ir teisėtu būdu. Licenciatas sutinka naudoti Programą laikydamasis taikomų teisės aktų, taisyklių ir politikų ir prisiima už tai visą atsakomybę. Licenciatas pareiškia, kad gaus arba visus gavo teisėtam Programos naudojimui reikalingus sutikimus, leidimus arba licencijas.

„Cloud Service“ teikėjas:

Licenciatas gali diegti Programą trečiosios šalies aplinkoje, nurodytoje Programos diegimo vadove, kuri suteikia Licenciatui infrastruktūros tarnybas, tinklo paslaugas, saugyklą ir duomenų centro vietą programinės įrangos taikomosioms programoms laikyti („Cloud Service“ teikėjas). Šis įgaliojimas nemodifikuoja ir nepakeičia jokių Licenciatu įsipareigojimų taikomoje licencinėje sutartyje, įskaitant naudojimo virtualizuotoje aplinkoje reikalavimus. Licenciatas pripažįsta, kad tikrinimo sąlygos taikomoje licencinėje sutartyje galioja ir „Cloud Service“ teikėjo aplinkai, kurioje įdiegtos Programos, ir Licenciatas sutinka rinkti visus reikiamus naudojimo duomenis. Licenciatas „Cloud Service“ teikėjui nesuteiks jokio neteisėto naudojimo ar prieigos prie Programos.

„High Availability“ ir „Disaster Recovery“ sąlygos:

Jei Programa įvardijama kaip „High Availability“ arba „Disaster Recovery“, Licenciatas yra apribotas naudoti Programą tik kaip antrinę „QRadar“ sistemą, papildomai prie pagrindinės „QRadar“ sistemos. Jei pagrindinė „QRadar“ sistema yra internetinė, „High Availability“ arba „Disaster Recovery“ antrinės „QRadar“ sistemos negalima atskirai naudoti jokiam operaciniam ar skaičiavimo darbui.

INFORMACJE LICENCYJNE

Programy wymienione poniżej są licencjonowane na podstawie przedstawionych poniżej warunków Informacji licencyjnych, które stanowią uzupełnienie warunków licencji na Program uzgodnionych uprzednio między Klientem a IBM. Jeśli Klient nie dysponuje warunkami licencji uzgodnionymi uprzednio z IBM w odniesieniu do Programu, zastosowanie mają warunki licencji Międzynarodowa Umowa Licencyjna na Program (i125-3301-15).

Nazwa Programu (Numer Programu):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

Poniższe standardowe warunki mają zastosowanie do używania Programu przez Licencjobiorcę.

Obraz instalacyjny obejmujący wiele produktów

Program jest dostarczany jako część obrazu instalacyjnego obejmującego wiele produktów. Licencjobiorca jest upoważniony do zainstalowania i używania tylko Programu (wraz z ewentualnymi Programami Pakietowymi lub Programami Wspierającymi), do którego uzyskał uprawnienia, nie może natomiast instalować ani używać innego oprogramowania zawartego w obrazie, chyba że nabył odrębne uprawnienia do takiego oprogramowania.

Programy Wspierające

Licencjobiorca jest upoważniony do zainstalowania i używania Programów Wspierających wskazanych poniżej jedynie w celu umożliwienia Licencjobiorcy używania Programu Głównego w ramach niniejszej Umowy. Fraza "w celu umożliwienia Licencjobiorcy używania" obejmuje jedynie te zastosowania, które są niezbędne do licencjonowanego używania Programu Głównego lub innego Programu Wspierającego albo bezpośrednio związane z takim licencjonowanym użytkowaniem. Programów Wspierających nie można wykorzystywać do jakichkolwiek innych celów. Do Programu Wspierającego mogą być dołączone warunki licencji. W takim przypadku warunki te mają zastosowanie do używania takiego Programu Wspierającego przez Licencjobiorcę. W przypadku sprzeczności między warunkami niniejszych Informacji licencyjnych a warunkami licencji Programu Wspierającego znaczenie rozstrzygające mają warunki niniejszych Informacji licencyjnych. Licencjobiorca musi uzyskać uprawnienia do Programu (jako całości) w liczbie odpowiadającej instalacjom i używaniu przez Licencjobiorcę wszystkich Programów Wspierających, chyba że w niniejszym dokumencie "Informacje licencyjne" określono odrębne uprawnienia. Na przykład jeśli niniejszy Program jest licencjonowany według Wirtualnych Rdzeni Procesora, a Licencjobiorca będzie chciał zainstalować Program Główny lub Program Wspierający na maszynie z 10 Wirtualnymi Rdzeniami Procesora oraz kolejny Program Wspierający na drugiej maszynie z 10 Wirtualnymi Rdzeniami Procesora, to Licencjobiorca musi uzyskać 20 uprawnień dla Wirtualnych Rdzeni Procesora do Programu.

Programy Wspierające:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Komponenty zabronione

Licencjobiorca nie jest upoważniony do używania żadnych z następujących komponentów lub funkcji Programu:
QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Programy do zarządzania zgodnością

Licencjobiorca może używać Programu do udzielania pomocy Licencjobiorcy w zakresie zapewnienia zgodności z przepisami, przewidzianymi prawem, normami, standardami lub procedurami. Jakiegokolwiek wskazówki, proponowany sposób wykorzystania lub poradnictwo zawarte w Programie nie stanowi porady prawnej, księgowej ani profesjonalnej porady innego rodzaju, a Licencjobiorca jest obowiązany do korzystania z porad własnych doradców prawnych, księgowych lub innych specjalistów. Licencjobiorca ponosi wyłączną odpowiedzialność za zapewnienie zgodności z przepisami wszystkich swoich działań, aplikacji oraz systemów, w tym z obowiązującym prawem, normami, standardami i procedurami. Używanie tego Programu nie gwarantuje zgodności z jakimkolwiek obowiązującym prawem, normami, standardami i procedurami (rękojmia jest niniejszym wyłączona).

Komponenty używane do ustanawiania wymaganych uprawnień

Licencjodawca może zainstalować inne komponenty Programu niż wymienione poniżej i używać ich zgodnie z warunkami licencji, ale tylko wymienione poniżej komponenty mogą być stosowane do określania liczby uprawnień wymaganych dla Programu.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Modyfikowany Kod Osób Trzecich

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

Kod Licencjonowany Oddzielnie

Każdy z komponentów wymienionych w pliku NON_IBM_LICENSE jest uważany za "Kod Licencjonowany Oddzielnie", licencjonowany na rzecz Licencjodawcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON_IBM_LICENSE dołączonym (dołączonych) do Programu, nie zaś na warunkach niniejszej Umowy. Przyszłe aktualizacje lub poprawki do Programu mogą zawierać dodatkowy Kod Licencjonowany Oddzielnie. Takie dodatkowe komponenty Kodu Licencjonowanego Oddzielnie oraz związane z nimi licencje są wymienione w odpowiednim pliku NON_IBM_LICENSE dołączonym do aktualizacji lub poprawki do Programu.

Uwaga: Bez względu na jakiegokolwiek warunki umów licencyjnych z osobami trzecimi, niniejszej Umowy czy też jakiegokolwiek innej umowy, jaką Licencjodawca mógł zawrzeć z IBM w związku z Kodem Licencjonowanym Oddzielnie:

(a) IBM dostarcza Licencjodawcy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ); ORAZ NIE UDZIELA JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE WYŁĄCZA RĘKOJMIĘ) I NIE USTALA JAKICHKOLWIEK WARUNKÓW, WYRAŹNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAW WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU;

(b) IBM nie ponosi odpowiedzialności za jakiegokolwiek szkody bezpośrednie, pośrednie, uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy oraz szkody związane z naruszeniem dóbr osobistych, a w szczególności utratę danych czy spodziewanych oszczędności i korzyści.

Klucze Programu

W przypadku Programów wymagających do działania kluczy, Licencjodawca nie może posiadać w swoim Przedsiębiorstwie liczby kluczy do Programu większej niż liczba, dla której posiada uprawnienia.

Osoby trzecie jako beneficjenci

Każdy z poniższych dostawców jest osobą trzecią będącą beneficjentem niniejszej Umowy:
Oracle America, Inc.

Ograniczenia dotyczące przeniesienia Programu

Licencjodawca nie może przenieść Programu na żadną osobę trzecią, chyba że zostało to uzgodnione na piśmie z IBM.

Poniższe jednostki miary mają zastosowanie do używania Programu przez Licencjodawcę.

Instalacja

Instalacja to jednostka miary, według której licencjonowany jest Program. Instalacja to zainstalowany egzemplarz Programu na dysku fizycznym lub wirtualnym, który można uruchamiać na komputerze. Licencjodawca musi nabyć uprawnienie dla każdej Instalacji Programu.

Ponadto używanie Programu przez Licencjobiorcę podlega następującym warunkom.

Zgodne z prawem używanie Programu:

Niniejszy Program ma na celu wspomoczenie Licencjobiorcy w usprawnieniu swojego środowiska bezpieczeństwa i swoich danych. Używanie niniejszego Programu może wiązać się z pewnymi przepisami prawa lub regulacjami, w tym dotyczącymi prywatności, ochrony danych, zatrudnienia, komunikacji elektronicznej i przechowywania danych. Programu można używać wyłącznie w celach zgodnych z obowiązującym prawem. Licencjobiorca zobowiązuje się używać Programu zgodnie ze stosownymi przepisami i regulacjami, a także przyjmuje na siebie pełną odpowiedzialność za zachowanie z nimi zgodności. Licencjobiorca oświadcza, że uzyska lub uzyskał wszelkie zezwolenia, pozwolenia lub koncesje niezbędne do używania Programu zgodnie z prawem.

Dostawca Usługi Przetwarzania w Chmurze:

Licencjobiorca może zainstalować Program w środowisku innej firmy określonym w podręczniku instalowania Programu, które udostępnia Licencjobiorcy usługi infrastrukturalne, usługi sieciowe, pamięć masową i miejsce w centrum przetwarzania danych w celu hostowania aplikacji ("Dostawca Usługi Przetwarzania w Chmurze"). Upoważnienie to nie modyfikuje ani nie zastępuje żadnych obowiązków Licencjobiorcy w ramach odpowiedniej umowy licencyjnej, w tym wymagań w zakresie używania w środowisku zwirtualizowanym. Licencjobiorca potwierdza, że warunki weryfikacji w odpowiedniej umowie licencyjnej mają zastosowanie do środowiska Dostawcy Usługi Przetwarzania w Chmurze, w którym Programy są zainstalowane, a Licencjobiorca zgadza się gromadzić wszelkie wymagane dane. Licencjobiorca nie będzie umożliwiać Dostawcy Usługi Przetwarzania w Chmurze autoryzowanego używania Programu ani zapewniać dostępu do niego.

Warunki dotyczące opcji High Availability i Disaster Recovery:

Jeśli Program jest oznaczony jako "High Availability" lub "Disaster Recovery", Licencjobiorca może używać Programu wyłącznie jako zapasowy system QRadar do podstawowego systemu QRadar. Jeśli podstawowy system QRadar działa prawidłowo, zapasowy system QRadar oznaczony jako "High Availability" lub "Disaster Recovery" nie może być wykorzystywany do obsługi żadnych zadań transakcyjnych ani obliczeniowych.

INFORMAÇÕES DA LICENÇA

Os Programas listados abaixo são licenciados sob os/ao abrigo dos termos e condições da seguinte Informação sobre a Licença a seguir, além dos termos de licença do Programa acordados anteriormente pelo Cliente e pela IBM. Se o Cliente não tiver acordado anteriormente com os termos de licença em vigor para o Programa, o Contrato Internacional de Licença de Programa (i125-3301-15) será aplicável.

Nome do Programa (Número do Programa):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Imagem de Instalação de Multiproduto

O Programa é fornecido como parte de uma imagem de instalação de multi produto. O Licenciado está autorizado a instalar e usar/utilizar somente o Programa (e seus Programas em Pacote/Lote ou de Suporte, se houver) para o qual foi obtida uma titularidade válida, e não é permitido instalar ou usar/utilizar nenhum outro software incluso/incluído na imagem, a não ser que o Licenciado tenha adquirido titularidades separadas para o outro software.

Programas de Apoio

O Licenciado está autorizado a instalar e usar/utilizar os Programas de Apoio identificados abaixo apenas para suportar o/a uso/utilização do Programa Principal pelo Licenciado sob este Contrato/Acordo. A frase "para suportar o/a uso/utilização pelo Licenciado" incluiria apenas usos/utilizações necessários/necessárias, ou de outra forma diretamente relacionados/relacionadas, a um/uma uso/utilização licenciado/licenciada do Programa Principal ou de outro Programa de Apoio. Os Programas de Apoio não podem ser usados para qualquer outro propósito/fim. Um Programa de Apoio pode ser acompanhado pelos termos de licença, e tais termos, se houver algum, se aplicam ao uso desse Programa de Apoio pelo Licenciado. Em caso de conflito, os termos presentes neste documento de Informação sobre a Licença suplantam os termos do Programa de Apoio. O Licenciado deve obter/adquirir titularidades suficientes para o Programa, como um todo, para cobrir a instalação e o/a uso/utilização pelo Licenciado de todos os Programas de Apoio, a menos que titularidades distintas sejam fornecidas nesse documento de Informações sobre a Licença. Por exemplo, se este Programa tiver sido licenciado com base em um VPC (Núcleo do Processador Virtual) e o Licenciado tiver instalado o Programa Principal ou um Programa de Apoio em uma máquina de 10 VPCs e outro Programa de Apoio em uma segunda máquina de 10 VPCs, o Licenciado teria de obter/adquirir 20 titularidades de VPC para o Programa.

Programas de Apoio:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Componentes Proibidos

O Licenciado não está autorizado a usar/utilizar nenhum dos componentes ou funções a seguir do Programa:
QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Programas de gerenciamento de conformidade

O Licenciado pode usar/utilizar o Programa para cumprir obrigações de conformidade, que podem ser baseadas em leis, regulamentos, padrões ou práticas. Quaisquer direções, uso sugerido ou orientações fornecidas pelo Programa não constituem aconselhamento jurídico, contábil ou de outro profissional, e o Licenciado é alertado a obter o seu próprio aconselhamento jurídico, contábil ou de outro profissional. O Licenciado é responsável somente por certificar-se de que o Licenciado e as atividades/atividades, os aplicativos/as aplicações e sistemas do Licenciado cumpram com todas as leis, regulamentos, padrões e práticas aplicáveis. O uso deste Programa não garante conformidade com qualquer lei, regulamento, norma ou prática.

Componentes usados/utilizados para estabelecer titularidades obrigatórias

O Licenciado pode instalar e usar/utilizar componentes do Programa diferentes daqueles listados abaixo, sob os termos da licença, mas apenas os componentes listados são usados/utilizados para determinar o número de titularidades necessárias para o Programa.

Código Modificável de Terceiros

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

Código licenciado separadamente

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

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

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

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

Chaves do Programa

Para os Programas que requerem chaves para funcionar, o Licenciado não pode ter mais chaves para o Programa na Empresa do Licenciado que as titularidades que o Licenciado tiver.

Terceiros Beneficiários

Cada um dos fornecedores a seguir é um terceiro beneficiário deste Contrato/Acordo:
Oracle America, Inc.

Restrições à transferência do programa

O Licenciado não pode transferir o Programa a terceiros, a menos que a IBM tenha concordado por escrito.

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

Instalação

Instalação é uma unidade de medida pela qual o Programa pode ser licenciado. Uma Instalação é uma cópia instalada do Programa num disco físico ou virtual disponibilizado para ser executado num computador. O Licenciado deve obter uma titularidade para cada Instalação do Programa.

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

Uso/Utilização Legal do Programa:

Este Programa foi concebido/desenhado para ajudar o Licenciado a melhorar o seu ambiente de segurança e dados. O/ A uso/utilização desse Programa pode implicar várias leis ou regulamentos, incluindo as relacionadas a privacidade, proteção/protecção de dados, implementação, comunicações eletrônicas/electrónicas e armazenamento. O Programa pode ser usado/utilizado apenas para propósitos/fins legais e de forma legal. O Licenciado concorda em usar/utilizar o Programa em conformidade com, e assume toda a responsabilidade pelo cumprimento, das leis, regulamentos

e políticas aplicáveis. O Licenciado declara que obterá/adquirirá ou obteve/adquiriu quaisquer consentimentos, permissões ou licenças necessárias para permitir o seu uso/a sua utilização legítimo(a) do Programa.

Fornecedor de Serviços em Cloud:

O Licenciado pode instalar o Programa em um ambiente de terceiro identificado no guia de instalação do Programa que fornece ao Licenciado serviços de infraestrutura, rede, armazenamento e espaço do Data Center para hospedar aplicativos/aplicações de software ("Fornecedor de Serviços em Cloud"). Essa autorização não modifica ou suplanta nenhuma das obrigações do Licenciado no contrato de licença/acordo de licenciamento aplicável, incluindo requisitos para uso/utilização em um ambiente virtualizado. O Licenciado reconhece que os termos de verificação no contrato de licença/acordo de licenciamento aplicável se estendem ao ambiente do Fornecedor de Serviços em Cloud, no qual os Programas estão instalados, e o Licenciado concorda em coletar/recolher quaisquer dados de uso/utilização necessários. O Licenciado não fornecerá o Fornecedor de Serviços em Cloud com nenhum uso/utilização ou acesso não autorizado ao Programa.

Termos de Alta Disponibilidade e de Recuperação de Desastres:

Se o Programa for designado como de "Alta Disponibilidade" ou de "Recuperação de Desastres", então o Licenciado ficará restrito ao uso/utilização do Programa apenas como um sistema QRadar secundário para um sistema QRadar primário. Se o sistema QRadar primário estiver on-line, o sistema QRadar secundário de "Alta Disponibilidade" ou de "Recuperação de Desastres" não poderá ser usado/utilizado para nenhuma transação/transacção ou trabalho computacional de maneira isolada.

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

Перечисленные ниже Программы лицензируются в соответствии со следующими положениями и условиями Лицензионной Информации в дополнение к положениям лицензии на Программу, которые ранее были согласованы Клиентом и IBM. Если Клиент ранее не принимал лицензионные условия, действующие для Программы, применяется Международное Лицензионное Соглашение в отношении Программ (i125-3301-15).

Название Программы (Номер Программы):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

Следующие стандартные положения применяются в отношении использования Программы Лицензиатом.

Образ Установки, включающий Несколько Продуктов

Программа предоставляется в составе образа установки, включающего несколько продуктов. Лицензиату разрешается установить и использовать только Программу (и ее Включенные в комплект Программы или Вспомогательные Программы, при наличии таковых), для которой получено действительное разрешение, и не разрешается устанавливать или использовать какое-либо другое программное обеспечение, включенное в образ, если Лицензиат не приобрел отдельные разрешения на это другое программное обеспечение.

Вспомогательные Программы

Лицензиату разрешается устанавливать и использовать указанные ниже Вспомогательные Программы только для поддержки использования Лицензиатом Основной Программы в соответствии с данным Соглашением. Фраза "для поддержки использования Лицензиатом" подразумевает только такие способы использования, которые необходимы для или иным образом непосредственно связаны с лицензионным использованием Основной Программы или другой Вспомогательной Программы. Вспомогательные Программы не должны использоваться для какой-либо другой цели. К Вспомогательной Программе могут прилагаться лицензионные положения, и эти положения, при наличии таковых, применяются к использованию Лицензиатом такой Вспомогательной Программы. В случае противоречий положения настоящего документа с Лицензионной Информацией заменяют собой положения для Вспомогательной Программы. Лицензиат должен приобрести количество разрешений на Программу в целом, достаточное для охвата установки и использования Лицензиатом всех Вспомогательных Программ, если в настоящем документе с Лицензионной Информацией не предоставляются отдельные разрешения. Например, если бы данная Программа лицензировалась на основе VPC (Виртуальное Процессорное Ядро) и Лицензиату нужно было бы установить Основную Программу или Вспомогательную Программу на машине с 10 VPC, а другую Вспомогательную Программу на второй машине с 10 VPC, Лицензиат должен был бы приобрести для Программы 20 разрешений на основе VPC.

Вспомогательные Программы:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Запрещенные Компоненты

Лицензиату не разрешается использовать никакие из следующих компонентов или функций Программы: QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Программы для Управления Соответствием требованиям

Лицензиат может использовать Программу для содействия в обеспечении Лицензиатом соответствия требованиям, которые могут быть установлены законами, нормативными актами, стандартами или принятыми методами. Никакие указания, советы по использованию или инструкции, предоставляемые Программой, не должны рассматриваться как юридические, бухгалтерские или иные профессиональные рекомендации, и Лицензиат предупреждается о необходимости получения консультации у своего юриста, бухгалтера или другого специалиста. Лицензиат единолично несет ответственность за обеспечение соответствия Лицензиата, а также действий, приложений и систем Лицензиата всем применимым законам, нормативным актам, стандартам или

принятым методам. Использование данной Программы не является гарантией соблюдения каких-либо законов, нормативных актов, стандартов или принятых методов.

Компоненты, которые используются для определения требуемых разрешений

Лицензиату разрешается установить и использовать компоненты Программы, отличные от перечисленных ниже, с соблюдением условий лицензии, однако только перечисленные компоненты используются для определения количества разрешений, необходимых для Программы.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Изменяемый Программный код Третьей Стороны

Если в той мере, в какой это применимо, IBM в файле Уведомлений определяет программный код, предоставленный третьей стороной, как "Изменяемый Программный код Третьей Стороны", то IBM предоставляет Лицензиату права на 1) изменение Изменяемого Программного кода Третьей Стороны и 2) обратное преобразование модулей Программы, которые непосредственно взаимодействуют с Изменяемым Программным кодом Третьей Стороны, при условии что это делается только с целью отладки изменений, внесенных Лицензиатом в такой программный код третьей стороны. Обязанности IBM по обслуживанию и поддержке, если таковые имеются, распространяются только на неизменённую Программу.

Отдельно Лицензируемый Программный Код

Каждый из компонентов, перечисленных в файле NON_IBM_LICENSE, считается "Отдельно Лицензируемым Программным Кодом", который предоставляется Лицензиату по лицензии в соответствии с положениями применимого лицензионного соглашения(-й) третьей стороны, указанном в сопровождающем Программу файле(-ах) NON_IBM_LICENSE, а не в соответствии с настоящим Соглашением. Будущие обновления или изменения Программы могут содержать Отдельно Лицензируемый Программный Код. Такой дополнительный Отдельно Лицензируемый Программный Код и соответствующие лицензии перечисляются в соответствующем файле NON_IBM_LICENSE, сопровождающем обновление или изменение Программы.

Примечание: Несмотря ни на какие положения лицензионного соглашения третьей стороны, Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM, в отношении Отдельно Лицензируемого Программного Кода:

- (a) IBM предоставляет его Лицензиату БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ И ОТКАЗЫВАЕТСЯ ОТ ЛЮБЫХ И ВСЕХ ЯВНЫХ И ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ И УСЛОВИЙ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ ОТСУТСТВИЯ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ, А ТАКЖЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ;
- (b) IBM не несет ответственности ни за какие прямые, не прямые, непредвиденные, особые, типовые или косвенные убытки или штрафные санкции, включая, но не ограничиваясь этим, потерянные данные, утраченные сбережения и упущенные доходы.

Ключи Программы

В случае Программ, для работы которых требуются ключи, число ключей для Программы на Предприятии Лицензиата, которыми располагает Лицензиат, не может превышать числа разрешений Лицензиата.

Третьесторонние Бенефициары

Каждый из перечисленных ниже поставщиков является третьесторонним бенефициаром по настоящему Соглашению:
Oracle America, Inc.

Ограничения на Передачу Программы

Лицензиат не имеет права передавать Программу третьему лицу, если иное не согласовано с IBM в письменной форме.

Следующие единицы измерения могут применяться к использованию Программы Лицензиатом.

Установка

Установка - это единица измерения, по которой может лицензироваться Программа. Установка - это копия Программы, установленная на физическом или виртуальном диске и доступная для выполнения на компьютере. Лицензиат должен получить разрешение для каждой Установки Программы.

В дополнение к вышесказанному следующие положения применяются в отношении использования Программы Лицензиатом.

Законное использование Программы:

Программа призвана помочь Лицензиату в усовершенствовании условий безопасности и данных. Использование настоящей Программы может подразумевать применение различных законов и нормативных актов, в том числе тех, которые касаются конфиденциальности, защиты данных, найма на работу, а также электронного взаимодействия и хранения информации. Программа может использоваться только в законных целях и законным способом. Лицензиат соглашается использовать Программу в соответствии с применимыми законами, нормативными актами и правилами и берет на себя всю ответственность за соблюдение применимых законов, нормативных актов и правил. Лицензиат заявляет, что он получит (или уже получил) любые согласия, разрешения или лицензии, необходимые для поддержки законного использования Программы.

Провайдер облачных услуг:

Лицензиат может установить Программу в среде третьей стороны, указанной в руководстве по установке Программы, которая предоставляет Лицензиату услуги инфраструктуры, сетевые ресурсы, ресурсы хранения и помещение центра обработки данных для размещения приложений ("Провайдер облачных услуг"). Это разрешение не изменяет и не заменяет собой никакое из обязательств Лицензиата, указанных в применимом лицензионном соглашении, включая требования относительно использования в виртуализованной среде. Лицензиат признает, что положения о проверке в применимом лицензионном соглашении распространяются и на среду Провайдера облачных услуг, в которой установлены Программы, и Лицензиат дает согласие на сбор любых необходимых данных об использовании. Лицензиат не будет предоставлять Провайдеру облачных услуг возможность какого-либо неразрешенного использования Программы или доступа к ней.

Положения относительно высокой готовности и восстановления после аварий:

Если Программа обозначена как "High Availability" (Высокая готовность) или "Disaster Recovery" (Восстановление после аварий), Лицензиат может использовать Программу только в качестве вспомогательной системы QRadar по отношению к основной системе QRadar. Если основная система QRadar доступна в сети, вспомогательная система QRadar, обозначенная как "High Availability" (Высокая готовность) или "Disaster Recovery" (Восстановление после аварий), не может отдельно использоваться для выполнения каких-либо транзакций или вычислений.

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 Mednarodna licenčna pogodba za program (i125-3301-15).

Ime programa (Številka programa):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Slika namestitve več izdelkov

Program je ponujen kot del paketa namestitve več izdelkov. Imetnik licence lahko namesti in uporablja samo program (in njegove morebitne paketne ali podporne programe), za katerega pridobi veljavno pooblastilo ter ne sme namestiti ali uporabljati nobene druge programske opreme, vključene v sliko, razen če je imetnik licence pridobil ločena pooblastila za to drugo programsko opremo.

Podporni programi

Imetnik licence lahko namesti in uporablja spodaj navedene podporne programe samo za podporo svoji uporabi glavnega programa iz te pogodbe. Besedna zveza "v podporo svoji uporabi" vključuje samo uporabo, ki je potrebna ali kako drugače neposredno povezana z licenčno uporabo glavnega ali drugega podpornega programa. Podpornih programov ni dovoljeno uporabljati za noben drug namen. Podpornemu programu so lahko priložena licenčna določila, ki (če obstajajo) veljajo za uporabo podpornega programa s strani imetnika licence. V primeru neskladij določbe iz teh licenčnih informacij prevladajo nad določbami podpornega programa. Imetnik licence mora pridobiti zadostno število pooblastil za program kot celoto, da pokrijejo namestitev in uporabo vseh podpornih programov, razen če so v tem dokumentu z informacijami o licenci zagotovljena ločena pooblastila. Če je ta program na primer licenciran na podlagi navideznega procesorskega jedra (VPC-ja) in želi imetnik licence namestiti glavni ali podporni program na računalnik z 10 VPC-ji in drug podporni program na drug računalnik z 10 VPC-ji, mora pridobiti 20 pooblastil VPC za program.

Podporni programi:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Prepovedane komponente

Imetnik licence ne sme uporabljati naslednjih komponent ali funkcij programa:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Programi za upravljanje skladnosti

Imetnik licence lahko uporablja program kot pomoč pri izpolnjevanju obveznosti glede skladnosti, ki temeljijo na zakonodaji, predpisih, standardih ali praksah. Morebitne usmeritve, predlogi za uporabo ali navodila s strani programa ne predstavljajo pravnih, finančnih ali drugih strokovnih nasvetov in imetnik licence mora sam poiskati pravno, finančno ali drugo strokovno mnenje. Imetnik licence je izključno odgovoren za zagotovitev, da se bodo on, njegove dejavnosti, aplikacije in sistemi podrejali vsem ustreznim zakonom, predpisom, standardom in praksam. Uporaba tega programa ne zagotavlja podreditve kateremukoli zakonu, predpisu, standardu ali praksi.

Komponente, uporabljene za vzpostavitev potrebnih pooblastil

Imetnik licence lahko na podlagi licenčnih pogojev namesti in uporablja komponente programa, razen tistih, ki so navedene spodaj, vendar se za določitev števila pooblastil, potrebnih za program, uporabljajo samo navedene komponente.

All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Spremenljiva koda drugega ponudnika

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

Ločeno licencirana koda

Vsaka komponenta, navedena v datoteki NON_IBM_LICENSE, šteje za "ločeno licencirano kodo", ki je licencirana imetniku licence na podlagi pogojev ustreznih licenčnih pogodb drugih ponudnikov, določenih v datotekah NON_IBM_LICENSE, ki so priložene programu in ne tej pogodbi. Nadaljnje posodobitve ali popravki programa lahko vsebujejo dodatno ločeno licencirano kodo. Takšna dodatna, ločeno licencirana koda in povezane licence so navedeni v ustrezni datoteki NON_IBM_LICENSE, priloženi posodobitvi ali popravku programa.

Opomba: ne glede na katerekoli pogoje v licenčni pogodbi drugega ponudnika velja za to pogodbo ali katerokoli drugo pogodbo, ki jo sklene imetnik licence z IBM-om glede ločeno licencirane kode, naslednje:

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

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

Ključni programa

Za programe, ki za delovanje zahtevajo ključne, imetnik licence v svojem podjetju ne more prejeti ključev za program, katerih število bi preseglo število njegovih pooblastil.

Zunajpogodbeni upravičenci

Vsak od naslednjih dobaviteljev je zunajpogodbeni upravičenec te pogodbe:
Oracle America, Inc.

Omejitve za prenos programa

Imetnik licence ne sme prenesti programa tretji osebi, razen če se v pisni obliki z IBM-om dogovori drugače.

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

Namestitev

Namestitev je merska enota, na podlagi katere je lahko licenciran program. Namestitev je nameščena kopija programa na fizični ali navidezni disk, ki je na voljo za izvajanje na računalniku. Imetnik licence mora pridobiti pooblastilo za vsako namestitev programa.

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

Zakonita uporaba programa:

S tem programom lahko imetnik licence izboljša varnostno okolje in podatke. Za uporabo tega programa lahko veljajo različni zakoni ali predpisi, vključno s tistimi glede zasebnosti, zaščite osebnih podatkov, zaposlitve in elektronske komunikacije ter shranjevanja. Program se lahko uporablja samo v zakonite namene in na zakonit način. Imetnik licence soglaša, da bo uporabljal program v skladu z veljavno zakonodajo, predpisi in pravilniki, ter v celoti prevzema odgovornost za takšno skladno ravnanje. Imetnik licence izjavlja, da bo oziroma je pridobil vsa soglasja, dovoljenja ali licence, ki so potrebna za zakonito uporabo tega programa.

Ponudnik storitev v oblaku:

Imetnik licence lahko program namesti v okolje tretje osebe, ki je določeno v namestitvenem vodiču za program, ki imetniku licence zagotavlja infrastrukturne storitve, omreženje, shranjevanje in prostor za računalniški center za gostovanje programskih aplikacij ("ponudnik storitev v oblaku"). To pooblastilo ne spreminja ali zamenja nobene obveznosti imetnika licence v predmetni licenčni pogodbi, vključno z zahtevami za uporabo v navideznem okolju. Imetnik licence potrjuje, da se izrazi za preverjanje v predmetni licenčni pogodbi razširijo na okolje ponudnika storitev v oblaku, v katerem so nameščeni programi, in imetnik licence soglaša, da bo zbiral vse zahtevane podatke o uporabi. Imetnik licence ponudniku storitev v oblaku ne bo zagotavljal nepooblaščen uporabe ali dostopa do programa.

Pogoji visoke razpoložljivosti in obnovitve po hudi napaki:

Če ima program oznako "visoka razpoložljivost" ali "obnovitev po hudi napaki", ga lahko imetnik licence uporablja le kot sekundarni sistem QRadar za primarni sistem QRadar. Če ima primarni sistem QRadar vzpostavljeno povezavo, sekundarnega sistema QRadar z oznako "visoka razpoložljivost" ali "obnovitev po hudi napaki" ni dovoljeno uporabljati samostojno za nobene transakcije ali računsko delo.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones de Licencia, además de los términos de licencia del Programa acordados previamente entre el Cliente e IBM. Si el Cliente no ha aceptado con anterioridad los términos de la licencia aplicables al Programa, se aplicará Acuerdo Internacional de licencia de programa (i125-3301-15).

Nombre de Programa (Número de Programa):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Imagen de instalación de varios productos

El Programa se proporciona como parte de una imagen de instalación de varios productos. El Licenciario sólo está autorizado para instalar y utilizar el Programa (y los Programas de Soporte correspondientes, de haberlos) si ha obtenido una autorización válida y no podrá instalar ni utilizar ninguno de los otros programas de software incluidos en la imagen a menos que adquiera autorizaciones por separado para el software en cuestión.

Programas de Soporte

El Licenciario está autorizado para instalar y utilizar los Programas de Soporte identificados a continuación solo para dar soporte al uso por parte del Licenciario del Programa Principal bajo el presente Acuerdo. La frase "para ofrecer soporte al uso por parte del Licenciario" incluiría únicamente los usos necesarios o de otro modo relacionados directamente con un uso bajo licencia del Programa Principal u otro Programa de Soporte. Los Programas de Soporte no pueden utilizarse con ninguna otra finalidad. Un Programa de Soporte puede ir acompañado de términos de licencia y, dichos términos, de haberlos, se aplicarán al uso del Programa de Soporte por parte del Licenciario. En el supuesto de que se produjera un conflicto, los términos de este documento de Licencia prevalecerán sobre los términos del Programa de Soporte. El Licenciario debe obtener suficientes autorizaciones para el Programa, en su totalidad, a fin de dar cobertura a la instalación y uso del Licenciario de cada uno de los Programas de Soporte, a menos que se proporcionen titularidades separadas en el presente documento de Información de la Licencia. Por ejemplo, si la licencia de este Programa está basada en VPC (Núcleo de Procesador Virtual) y el Licenciario instala el Programa Principal o un Programa de Soporte en una máquina de 10 VPC y otro Programa de Soporte en una segunda máquina de 10 VPC, el Licenciario deberá obtener autorizaciones por 20 VPC para el Programa.

Programas de Soporte:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Componentes Prohibidos

El Licenciario no está autorizado para utilizar ninguno de los siguientes componentes o funciones del Programa: QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Programas de Gestión de Conformidad

El Licenciario puede utilizar el Programa para ayudar al Licenciario a cumplir las obligaciones de conformidad, que pueden basarse en leyes, normativas, estándares o prácticas. Las directrices, uso recomendado o guías proporcionados por el Programa no constituyen asesoramiento legal, contable o profesional y se aconseja que el Licenciario obtenga su propio asesoramiento legal, contable o de otro experto. El Licenciario es el único responsable de que sus actividades, aplicaciones y sistemas cumplan todas las leyes, normativas, estándares y prácticas aplicables. El uso de este Programa no garantiza el cumplimiento de la ley, normativa, estándar o práctica.

Componentes Utilizados para Establecer Autorizaciones Necesarias

El Licenciario puede instalar y utilizar otros componentes del Programa, de conformidad con los términos de la licencia, además de aquellos que se recogen a continuación, pero solo se utilizarán para determinar el número de autorizaciones requeridas para el Programa los componentes que aquí se enumeran.

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Código de terceros modificable

Si en el archivo AVISOS IBM identifica código de terceros como "Código de Terceros Modificable", IBM autoriza al Titular de la Licencia 1) modificar el Código de Terceros Modificable y a 2) realizar ingeniería inversa de los módulos del Programa que interactúan directamente con el Código de Terceros Modificable proporcionado que es solo para fines de depuración de las modificaciones del Titular de la Licencia de dicho código de terceros. Las obligaciones de servicio y soporte de IBM, si existen, se aplican solo al Programa no modificado.

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(a) IBM los proporciona al Licenciatario SIN GARANTÍA DE NINGÚN TIPO Y NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA O IMPLÍCITA INCLUIDAS, PERO SIN LIMITACIONES, LA GARANTÍA DE TÍTULO, DE NO INCUMPLIMIENTO O NO INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA;

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Claves de Programa

Para los Programas que requieren claves para funcionar, el Licenciatario no puede tener más claves para el Programa en su Empresa que autorizaciones de las que dispone.

Terceros Beneficiarios

Cada uno de los siguientes proveedores es un Tercero Beneficiario de este Acuerdo:
Oracle America, Inc.

Restricciones para la Transferencia del Programa

El Licenciatario no puede transferir el Programa a un tercero, salvo que se acuerde de otra forma por escrito con IBM.

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

Instalación

Una Instalación es una unidad de medida por la que se puede licenciar el Programa. Una Instalación es una copia instalada del Programa en un disco físico o virtual que se pone a disposición para ejecutarse en un sistema. El Licenciatario debe obtener una autorización para cada Instalación del Programa.

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

Uso legítimo del Programa:

Este Programa se ha diseñado para ayudar al Licenciatario a mejorar el entorno de seguridad y los datos. El uso de este Programa puede implicar distintas leyes o normativas, incluidas todas aquellas normas en materia de privacidad, protección de datos, relaciones laborales, comunicaciones electrónicas y almacenamiento. El Programa únicamente puede utilizarse con objetivos conformes a derecho y de forma legítima. El Licenciatario se compromete a utilizar el Programa de conformidad con las leyes, reglamentos y políticas aplicables, así como a asumir toda responsabilidad que pudiera derivarse de su incumplimiento. El Licenciatario se compromete a obtener, o manifiesta haber obtenido, los consentimientos, permisos o licencias necesarios que habiliten el uso legítimo del Programa.

Proveedor de servicio en la nube:

El Licenciario puede instalar el Programa en un entorno de terceros identificado en la guía de instalación del Programa que proporciona al Licenciario servicios de infraestructura, redes, almacenamiento y espacio de centro de datos para alojar aplicaciones de software ("Proveedor de servicio en la nube"). Esta autorización no modifica ni sustituye ninguna de las obligaciones del Licenciario estipuladas en el acuerdo de licencia aplicable, incluidos los requisitos de uso en un entorno virtualizado. El Licenciario acepta que los términos de verificación del acuerdo de licencia aplicable se aplican también al entorno del Proveedor de servicio en la nube donde están instalados los Programas y acepta recopilar los datos de uso requeridos. El Licenciario no proporcionará al Proveedor de servicio en la nube ningún uso o acceso no autorizado al Programa.

Términos de alta disponibilidad y Recuperación tras desastre:

Si el Programa se designa como "Alta disponibilidad" o "Recuperación tras desastre", el Licenciario solo podrá utilizar el Programa como sistema QRadar secundario a sistema QRadar primario. Si el sistema QRadar primario está en línea, el sistema QRadar secundario en estado de "Alta disponibilidad" o "Recuperación tras desastre" no podrá ser utilizado por parte de ninguna tarea de transacción o de cálculo.

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, Uluslararası Program Lisans Sözleşmesi (i125-3301-15) geçerli olur.

Program Adı (Program Numarası):

IBM QRadar Third Party Images 7.5.0 Update Package 4(BYOLicn)

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

Birden Çok Ürün İçeren Kurulum Görüntüsü

Bu Program, birden çok ürün içeren kurulum görüntüsünün bir parçası olarak sağlanır. Lisans Alan Tarafa yalnızca geçerli yetkisini edindiği bu Programı (ve eğer varsa bu Programın Paketlenmiş veya Destekleyici Programlarını) kurma ve kullanma yetkisi verilir ve Lisans Alan Taraf, bu diğer yazılımlara ilişkin yetkileri ayrıca edinmediği sürece, bu görüntü içinde yer alan diğer yazılımlardan hiçbirini kuramaz veya kullanamaz.

Destekleyici Programlar

Lisans Alan Tarafa, aşağıda tanımlanan Destekleyici Programları yalnızca bu Sözleşme kapsamındaki Asıl Programın Lisans Alan Tarafça kullanımını desteklemek amacıyla kurması ve kullanması için yetki verilir. "Lisans Alan Tarafça kullanımını desteklemek amacıyla" ifadesi, yalnızca Asıl Programın veya diğer bir Destekleyici Programın lisanslı kullanımı için gerekli olan veya Asıl Programın veya diğer bir Destekleyici Programın lisanslı kullanımıyla başka bir şekilde doğrudan ilişkili olan kullanımları kapsar. Destekleyici Programlar, başka hiçbir amaçla kullanılamaz. Bir Destekleyici Programla birlikte lisans koşulları ve eğer varsa, Lisans Alan Tarafın bu Destekleyici Programı kullanımı için geçerli olan koşullar da gönderilebilir. Asıl Programın koşullarıyla Destekleyici Programın koşulları arasında bir çelişki olması durumunda işbu Lisans Bilgileri belgesinin koşulları, Destekleyici Programın koşullarını hükümsüz kılarak onların yerine geçer. Lisans Alan Taraf, işbu Lisans Bilgileri belgesinde ayrı yetkiler sağlanmadığı sürece, Destekleyici Programların tümünün Lisans Alan Tarafça kurulumunu ve kullanımını kapsayacak şekilde Programın bütününe ilişkin yeterli sayıda yetki edinmelidir. Örneğin, bu Program bir Sanal İşlemci Çekirdeği (VPC) esasına göre lisanslandıysa ve Lisans Alan Taraf, Asıl Programı veya bir Destekleyici Programı 10 VPC olan bir makinede ve başka bir Destekleyici Programı ikinci bir 10 VPC olan makinede kuracaksa, Lisans Alan Tarafın Program için 20 VPC yetkisi edinmesi gerekecektir.

Destekleyici Programlar:

IBM Security Directory Integrator 7.2 IBM Security Verify Access v10

Yasaklanan Bileşenler

Lisans Alan Taraf, Programın aşağıda belirtilen bileşenlerinden ya da işlevlerinden hiçbirini kullanma yetkisine sahip değildir:

QVM Processor QVM Processor 600 QVM Scanner QVM Scanner 610 QRM Appliance 700 QRadar Data Store

Uyumluluk Yönetimi Programları

Lisans Alan Taraf, Programı kanunlara, yasal düzenlemelere, standartlara ya da uygulamalara dayalı olabilecek uyumluluk yükümlülüklerini yerine getirmesine yardımcı olması amacıyla kullanabilir. Program tarafından sağlanan herhangi bir yönerge, önerilen kullanım ya da yönlendirme, yasal tavsiye, muhasebeyle ya da başka konularla ilgili profesyonel tavsiye niteliği taşımaz; Lisans Alan Tarafın yasal, muhasebeyle ya da başka konularla ilgili uzman görüşü alması önerilmektedir. Lisans Alan Tarafın ve Lisans Alan Tarafın eylemlerinin, uygulamalarının ve sistemlerinin geçerli tüm yasa, düzenleme, standart ve uygulamalara uygun olduğunu sağlamaktan yalnızca Lisans Alan Taraf sorumludur. Bu Programın kullanılması herhangi bir yasaya, düzenlemeye, standarda ya da uygulamaya uygunluğu garanti etmez.

Gerekli Yetkilerin Belirlenmesi için Kullanılan Bileşenler

Lisans Alan Taraf, aşağıda listelenenler dışındaki Program bileşenlerini lisans koşulları kapsamında kurabilir ve kullanabilir, ancak Program için gereken yetki sayısının belirlenmesinde yalnızca aşağıda listelenen bileşenler kullanılır. All-In-One Console All-In-One Console 3199 Log Manager Console 0099

Değiştirilebilir Üçüncü Kişi Kodu

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Program Anahtarları

Çalıştırılması için anahtar gereken bir Program için Lisans Alan Taraf, bu Programa ilişkin olarak Teşebbüsünde bulunan yetkiden daha fazla sayıda anahtara sahip olamaz.

Üçüncü Kişi Lehtarlar

Aşağıdaki sağlayıcılardan her biri bu Sözleşmenin bir üçüncü kişi lehtarındır.
Oracle America, Inc.

Programın Devrine İlişkin Kısıtlamalar

Lisans Alan Taraf, IBM tarafından aksi yazılı olarak kabul edilmediği sürece, Programı bir üçüncü kişiye devredemez.

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

Kurulum

Kurulum, bu Programın lisanslandığı ölçüm birimidir. Kurulum, Programın bir bilgisayarda çalıştırılmak üzere sağlanan fiziksel veya sanal bir diske kurulan kopyasıdır. Lisans Alan Tarafın, bu Programın her Kurulumu için bir yetki edinmesi gerekir.

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

Programın Yasalara Uygun Kullanımı:

Bu Program, Lisans Alan Tarafın güvenlik ortamını ve verilerini geliştirmesine yardımcı olmak için tasarlanmıştır. Bu Programın kullanılması çeşitli yasalara veya yasal düzenlemelere tabi olabilir; bunlara gizlilik, veri koruması, istihdam ve elektronik iletişim ve depolamayla ilgili olanlar dahildir. Bu Program yalnızca yasalara uygun amaçlarla ve yasalara uygun şekilde kullanılabilir. Lisans Alan Taraf Programı geçerli yasalara, yasal düzenlemelere ve ilkelere uygun olarak kullanmayı kabul eder ve bunlara uymakla ilgili tüm sorumluluğu üstlenir. Lisans Alan Taraf, Programın yasalara uygun kullanımı için gerekli tüm onay, izin ya da lisansları edineceğini ya da edinmiş olduğunu beyan eder.

Bulut Hizmet Sağlayıcı:

Lisans Alan Taraf, Programın kuruluş kılavuzunda belirtilen ve yazılım uygulamalarının barındırılması için altyapı hizmetleri, ağ hizmeti, depolama ve veri merkezi alanı içeren Lisans sağlayan bir üçüncü kişi ("Bulut Hizmet Sağlayıcı") ortamına Programı kurabilir. Bu yetki, Lisans Alan Tarafın geçerli olan lisans sözleşmesinde yer alan herhangi bir yükümlülüğünü değiştirmez veya herhangi bir yükümlülüğünün yerini almaz; bunlara sanallaştırılmış bir ortamda kullanıma dair gereksinimler de dahildir. Lisans Alan Taraf, geçerli olan lisans sözleşmesindeki doğrulama terimlerinin, Programın kurulu olduğu Bulut Hizmet Sağlayıcı ortamını kapsadığını ve gereken tüm kullanım verilerini toplamayı kabul eder. Lisans Alan Taraf Bulut Hizmet Sağlayıcıya hiçbir izinsiz kullanım veya Programa izinsiz erişim sağlamayacaktır.

Yüksek Düzeyde Kullanılabilirlik ve Olağanüstü Durum Kurtarma Koşulları:

Bu Program "Yüksek Düzeyde Kullanılabilirlik" veya "Olağanüstü Durum Kurtarma" olarak belirlendiyse, Lisans Alan Taraf, Programı yalnızca birincil QRadar sistemine ilişkin ikincil QRadar sistem olarak kullanmakla sınırlıdır. Birincil QRadar sistemi çevrimiçi durumdaysa, "Yüksek Düzeyde Kullanılabilirlik" veya "Olağanüstü Durum Kurtarma" niteliğindeki ikincil QRadar sistemi, herhangi bir işlem veya hesaplama işi için kendi başına kullanılamaz.

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