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5737-L11 - IBM COBOL for Linux on x86 1.1



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Program Name (Program Number):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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程序名称 (程序号)：

IBM COBOL for Linux on x86 1.1 (5737-L11)

以下标准条款适用于被许可方对本程序的使用。

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以下计量单位可能适用于被许可方对本程序的使用。

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### 虚拟处理器内核

“虚拟处理器内核”是获取本程序许可所使用的计量单位。物理服务器是一台物理计算机，由处理单元、内存和输入/输出功能组成，该服务器为一个或多个用户或客户机设备执行所请求的过程、命令或应用程序。如果使用了机架、刀片机箱或其他类似的设备，那么具有所需组件的每台可分离的物理设备（例如一台刀片服务器或安装在机架上的设备）其本身均被视为是一台独立的物理服务器。“虚拟服务器”指的是通过对物理服务器的可用资源进行分区而创建的一台虚拟计算机，或一台未分区的物理服务器。“处理器内核”指的是计算设备中用于解释和执行指令的功能部件。一个处理器内核至少包括一个指令控制单元和一个或多个运算或逻辑单元。“虚拟处理器内核”指的是未分区的物理服务器中的处理器内核，或者是分配给虚拟服务器的虚拟内核。被许可方必须获得本程序可用的每个虚拟处理器内核的权利。

被许可人可以使用满容量许可和次容量许可 (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) 或集装箱许可 (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) 来部署程序（如果支持）。有关更多信息，请参见链接的网站。

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程式名稱 (程式編號)：

IBM COBOL for Linux on x86 1.1 (5737-L11)

下列標準條款適用於被授權人對本程式之使用。

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下列計量單位適用於被授權人對本程式之使用。

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### 虛擬處理器核心

「虛擬處理器核心」係指「本程式」之授權計量單位。「實體伺服器」是一種實體電腦，由處理裝置、記憶體及輸入/輸出功能組成，可為一位或多位使用者或一個或多個用戶端裝置執行所要求的程序、指令或應用程式。若運用框架、刀鋒伺服器機箱或其他類似設備，則每一備有所需元件之可分離實體裝置(例如：刀鋒伺服器或框架裝載裝置)本身即視為一部個別「實體伺服器」。「虛擬伺服器」是一部藉由分割可供「實體伺服器」或未分割「實體伺服器」使用之資源而建立之虛擬電腦。「處理器核心」係指於解譯與執行指令之運算裝置內之功能單位，一個處理器核心至少由一個指令控制單位及一或多個算術或邏輯單位所構成。「虛擬處理器核心」係為未分割「實體伺服器」中之「處理器核心」，或分配給「虛擬伺服器」之虛擬核心。被授權人應為供「本程式」使用之每一「虛擬處理器核心」取得授權使用。

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Název Programu (Číslo Programu):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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### **Virtuální jádro procesoru**

Virtuální jádro procesoru je měrnou jednotkou, na jejímž základě může být Program licencován. Fyzický server je fyzický počítač, který sestává z procesních jednotek, paměti, I/O funkcí a provádí požadované procedury, příkazy nebo aplikace pro jednoho nebo pro několik uživatelů či klientských zařízení. V případě použití stojanů, blade server skříní nebo jiného podobného vybavení je za samostatný Fyzický server považováno každé samostatné fyzické zařízení (například blade server nebo zařízení montované do stojanu), které má požadované komponenty. Virtuální server je buď virtuální počítač vytvořený rozdělením prostředků, které má k dispozici nějaký fyzický server, nebo nějaký fyzický server nerozdělený na logické oddíly. Jádro procesoru je funkční jednotkou v rámci výpočetního zařízení, která interpretuje a vykonává instrukce. Jádro procesoru tvoří alespoň jedna řídící jednotka instrukcí a jedna nebo více aritmetických nebo logických jednotek. Virtuální jádro procesoru je Jádro procesoru nerozděleného Fyzického serveru nebo virtuální jádro přiřazené Virtuálnímu serveru. Držitel licence je povinen získat oprávnění pro každé Virtuální jádro procesoru, které je pro Program k dispozici.

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Nom du Logiciel (Référence du Logiciel) :  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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(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.

#### **Composants Source, Échantillons et Exemples**

Le Logiciel contient des composants sous forme de code source ("Composants Source") ou d'autres éléments appelés Échantillons et Exemples, voire les deux. Le Détenteur de la Licence est autorisé à copier et à modifier les Composants Source ainsi que les Échantillons et Exemples à des fins internes dans les limites des droits de licence concédés au titre du présent Contrat ; et ce, à condition que le Détenteur de la Licence ne modifie ni ne supprime les mentions de droits d'auteur ou les Fichiers Notices contenus dans les Composants Source ou les Échantillons et Exemples. IBM fournit les Composants Source ainsi que les Échantillons et Exemples sans obligation de support. Ces Composants Source, Échantillons et Exemples sont fournis "EN L'ÉTAT", SANS GARANTIE D'AUCUNE SORTE, EXPLICITE OU IMPLICITE, Y COMPRIS TOUTE GARANTIE DE TITRE, DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, AINSI QUE LES GARANTIES IMPLICITES EN MATIÈRE DE VALEUR MARCHANDE ET D'APTITUDE À UNE UTILISATION PARTICULIÈRE.

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

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### **Coeur Processeur Virtuel**

Le terme "Coeur Processeur Virtuel" désigne une unité de mesure par laquelle le Logiciel peut être concédé sous licence. Le terme "Serveur Physique" désigne un ordinateur physique constitué d'unités de traitement, de mémoire et de fonctions d'entrée-sortie, et qui exécute les procédures, les commandes ou les applications demandées pour un ou plusieurs utilisateurs ou dispositifs clients. Lorsque les armoires, les boîtiers de lames ou tout autre matériel similaire est utilisé, chaque unité physique distincte (lame ou unité montée en armoire, par exemple) qui dispose des composants requis est considérée comme un Serveur Physique à part entière. Un Serveur Virtuel est soit un ordinateur virtuel créé à partir du partitionnement des ressources disponibles pour un Serveur Physique, soit un Serveur Physique non partitionné. Un Coeur de Processeur désigne une unité fonctionnelle d'une unité informatique qui interprète et exécute des instructions. Un Coeur Processeur est composé d'au moins une unité de contrôle des instructions et d'une ou plusieurs unités logiques ou arithmétiques. Un Coeur de Processeur Virtuel est un Coeur de Processeur situé dans un Serveur Physique non partitionné ou un Coeur virtuel alloué à un Serveur Virtuel. Le Détenteur de la Licence doit acquérir une Autorisation d'Utilisation pour chaque Coeur de Processeur Virtuel disponible pour le Logiciel.

Le Détenteur de la Licence peut déployer le Logiciel (le cas échéant) à l'aide d'une licence sans restriction d'utilisation, d'une licence par Tarification à l'Utilisation de la Capacité de Partition (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ou d'une licence par conteneur (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Pour plus d'informations, voir les sites Web associés.

Le Détenteur de la Licence peut déployer le Logiciel (le cas échéant) à l'aide d'une licence sans restriction d'utilisation, d'une licence par Tarification à l'Utilisation de la Capacité de Partition (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ou d'une licence par conteneur (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Pour plus d'informations, voir les sites Web associés.

## LIZENZINFORMATION

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

Programmname (Programmnummer):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

### **Die folgenden Standardbedingungen gelten für die Programmnutzung durch den Lizenznehmer.**

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#### **Eingeschränktes Nutzungsrecht**

Der Lizenznehmer ist nicht berechtigt, das Programm zur Bereitstellung kommerzieller IT-Services für Dritte, zur Bereitstellung kommerzieller Hosting-Services oder für kommerziell betriebenes Time-Sharing einzusetzen oder das Programm zu vermieten, zu verleasen oder Unterlizenzen für das Programm zu vergeben, sofern dies in den maßgeblichen Vereinbarungen, unter denen der Lizenznehmer die Berechtigungen zur Nutzung des Programms erworben hat, nicht ausdrücklich vorgesehen ist.

#### **Untersagte Nutzungen**

Der Lizenznehmer darf das Programm nicht nutzen oder Dritten die Berechtigung zur Nutzung des Programms erteilen, wenn ein Versagen des Programms zu Todesfällen, Personenschäden, Sach- oder Umweltschäden führen kann.

#### **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 beigelegt 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 beigelegt 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.

#### **Quellenkomponenten und Beispielmaterien**

Das Programm enthält Komponenten in Form von Quellcode ("Quellenkomponenten") oder sonstige Materialien, die als Beispielmaterien gekennzeichnet sind, oder beides. Der Lizenznehmer darf Quellenkomponenten und Beispielmaterien nur zur internen Verwendung im Rahmen der Lizenzrechte dieser Vereinbarung kopieren und bearbeiten, sofern keine in den Quellenkomponenten oder Beispielmaterien enthaltenen Copyrightvermerke oder Eigentumshinweise geändert oder gelöscht werden. IBM stellt die Quellenkomponenten und Beispielmaterien ohne Verpflichtung zur Unterstützung, im gegenwärtigen Zustand (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne Gewährleistung in Bezug auf Rechtsmängel, die Freiheit von Rechten Dritter, das Recht auf Nichtbeeinträchtigung, die Handelsüblichkeit und die Verwendungsfähigkeit für einen bestimmten Zweck.

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

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### **Virtueller Prozessorkern**

"Virtueller Prozessorkern" ist eine Maßeinheit für die Lizenzierung des Programms. Ein physischer Server ist ein physischer Computer, der aus Verarbeitungseinheiten sowie Speicher und Ein-/Ausgabefunktionalität besteht und angeforderte Prozeduren, Befehle oder Anwendungen für einen oder mehrere Benutzer oder eine oder mehrere Clienteinheiten ausführt. Wenn Racks, Bladegehäuse oder andere vergleichbare Geräte verwendet werden, gilt jede trennbare physische Einheit (z. B. ein Blade oder eine in einem Rack installierte Einheit) mit den erforderlichen Komponenten selbst als separater physischer Server. Ein virtueller Server ist entweder ein virtueller Computer, der durch Partitionierung der in einem physischen Server vorhandenen Ressourcen erstellt wird, oder ein nicht partitionierter physischer Server. Ein Prozessorkern ist eine Funktionseinheit in einer Computereinheit, die Befehle interpretiert und ausführt. Ein Prozessorkern besteht aus mindestens einem Steuerwerk und einem oder mehreren Rechenwerken für arithmetische oder logische Operationen. Ein virtueller Prozessorkern ist ein Prozessorkern in einem nicht partitionierten physischen Server oder ein virtueller Kern, der einem virtuellen Server zugeordnet ist. Der Lizenznehmer muss für jeden virtuellen Prozessorkern, der dem Programm zur Verfügung steht, Berechtigungen erwerben.

Der Lizenznehmer kann das Programm (sofern unterstützt) mit Full-Capacity-Lizenzierung, Sub-Capacity-Lizenzierung (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) oder Container-Lizenzierung (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>) einsetzen. Auf den verlinkten Websites sind weitere Informationen zu finden.

## ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

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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 (Z125-3301-14).

Όνομα Προγράμματος (Αριθμός Προγράμματος):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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#### Δικαίωμα περιορισμένης χρήσης

Ο Δικαιούχος Άδειας Χρήσης δεν έχει εξουσιοδότηση χρήσης του Προγράμματος για την παροχή εμπορικών υπηρεσιών IT σε τρίτο μέρος, για την παροχή εμπορικής φιλοξενίας ή μεριδίων χρόνου ή για την υπεκμίσθωση, ενοικίαση ή μίσθωση του Προγράμματος, εκτός αν υπάρχει ρητή πρόβλεψη στις ισχύουσες συμβάσεις με τις οποίες ο Δικαιούχος Άδειας Χρήσης αποκτά εξουσιοδοτήσεις χρήσης του Προγράμματος.

#### Απαγορευμένες Χρήσεις

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να χρησιμοποιεί το Πρόγραμμα ή να εξουσιοδοτήσει άλλους να χρησιμοποιούν το Πρόγραμμα σε περιπτώσεις όπου μια δυσλειτουργία του Προγράμματος θα μπορούσε να οδηγήσει σε θάνατο, σωματική βλάβη, ή υλική ή περιβαλλοντική ζημία.

#### 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.

#### Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων

Το Πρόγραμμα περιλαμβάνει λειτουργικά τμήματα σε μορφή πηγαίου κώδικα ("Λειτουργικά Τμήματα Πηγαίου Κώδικα") ή άλλα υλικά που προσδιορίζονται ως Υλικά Δειγμάτων ή και τα δύο. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να αντιγράψει και να τροποποιεί Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων μόνο για εσωτερική χρήση, εντός των ορίων των δικαιωμάτων χρήσης που παρέχονται βάσει της παρούσας Σύμβασης, υπό την προϋπόθεση όμως ότι ο Δικαιούχος Άδειας Χρήσης δεν προβαίνει στην τροποποίηση ή διαγραφή οποιωνδήποτε πληροφοριών περί πνευματικών δικαιωμάτων ή ειδοποιήσεων που περιέχονται στα Λειτουργικά

Τμήματα Πηγαίου Κώδικα ή στα Υλικά Δειγμάτων. Η IBM παρέχει τα Λειτουργικά Τμήματα Πηγαίου Κώδικα και τα Υλικά Δειγμάτων χωρίς υποχρέωση υποστήριξης και "ΩΣ ΕΧΟΥΝ", ΧΩΡΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ ΕΓΓΥΗΣΗ, ΡΗΤΗ Ή ΣΙΩΠΗΡΗ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΜΗ ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ.

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

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### **Εικονικός Πυρήνας Επεξεργαστή**

Εικονικός Πυρήνας Επεξεργαστή (Virtual Processor Core) είναι μια μονάδα μέτρησης βάσει της οποίας μπορεί να χορηγηθεί άδεια χρήσης του Προγράμματος. Φυσικός Εξυπηρετητής (Physical Server) είναι ένας φυσικός υπολογιστής που αποτελείται από μονάδες επεξεργασίας, μνήμη και δυνατότητες εισόδου/εξόδου πληροφοριών (I/O) και εκτελεί ζητούμενες διαδικασίες, εντολές ή εφαρμογές για έναν ή περισσότερους χρήστες ή συσκευές πελάτη (client devices). Όταν χρησιμοποιούνται ικρίωματα (racks), διατάξεις blade (blade enclosures) ή άλλος παρόμοιος εξοπλισμός, τότε κάθε χωριστή φυσική συσκευή (για παράδειγμα, ένα blade ή μια συσκευή που έχει τοποθετηθεί σε ικρίωμα) που έχει τα απαιτούμενα λειτουργικά τμήματα θεωρείται χωριστός Φυσικός Εξυπηρετητής. Εικονικός Εξυπηρετητής (Virtual Server) είναι είτε ένας εικονικός υπολογιστής που δημιουργήθηκε μέσω του διαχωρισμού των πόρων που είναι διαθέσιμοι σε ένα Φυσικό Εξυπηρετητή σε λογικά τμήματα (partitions) είτε ένας Φυσικός Εξυπηρετητής που δεν διαχωρίστηκε σε λογικά τμήματα. Πυρήνας Επεξεργαστή (Processor Core) είναι μια λειτουργική μονάδα εντός ενός υπολογιστή που ερμηνεύει και εκτελεί οδηγίες. Ένας Πυρήνας Επεξεργαστή αποτελείται από τουλάχιστον μία μονάδα ελέγχου οδηγιών και μία ή περισσότερες αριθμητικές ή λογικές μονάδες. Εικονικός Πυρήνας Επεξεργαστή είναι ένας Πυρήνας Επεξεργαστή σε ένα Φυσικό Εξυπηρετητή που δεν διαχωρίστηκε σε λογικά τμήματα (partitions) ή ένας εικονικός πυρήνας που συσχετίστηκε με έναν Εικονικό Εξυπηρετητή. Ο Δικαιούχος Άδειας Χρήσης πρέπει να αποκτήσει δικαιώματα χρήσης για κάθε Εικονικό Πυρήνα Επεξεργαστή που καθίσταται διαθέσιμος στο Πρόγραμμα.

Ο Δικαιούχος Άδειας Χρήσης μπορεί να υλοποιήσει το Πρόγραμμα (αν υποστηρίζεται) χρησιμοποιώντας άδεια χρήσης πλήρους δυναμικότητας, άδεια χρήσης Μειωμένης Δυναμικότητας (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ή άδεια χρήσης θέσης υποδοχής (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Ανατρέξτε στους συνδεδεμένους δικτυακούς τόπους για περισσότερες πληροφορίες.

## INFORMASI LISENSI

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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 (Z125-3301-14) akan berlaku.

Nama Program (Nomor Program):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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#### **Hak penggunaan terbatas**

Pemegang Lisensi tidak berhak untuk menggunakan Program untuk memberikan layanan TI komersial kepada pihak ketiga mana pun, untuk memberikan hosting atau pembagian waktu (timesharing) komersial, atau mensublisensikan, menyewakan, menyewagunakan Program kecuali apabila secara tegas diatur dalam perjanjian-perjanjian yang berlaku yang mengatur Pemegang Lisensi dalam memperoleh otorisasi untuk menggunakan Program.

#### **Penggunaan yang Dilarang**

Pemegang Lisensi tidak dapat menggunakan atau memberi wewenang kepada pihak lain untuk menggunakan Program apabila kegagalan Program dapat menyebabkan kematian, cedera fisik, atau kerusakan properti atau lingkungan.

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#### **Komponen Sumber dan Material Contoh**

Program mencakup komponen-komponen dalam bentuk kode sumber ("Komponen Sumber"), atau material lain yang dikenal sebagai Material Contoh atau keduanya. Pemegang Lisensi dapat menyalin dan memodifikasi Komponen Sumber dan Material Contoh untuk penggunaan internal saja dalam batas hak lisensi berdasarkan Perjanjian ini; namun, dengan ketentuan bahwa Pemegang Lisensi tidak boleh mengubah atau menghapus informasi hak cipta atau pemberitahuan apa pun yang terdapat dalam Komponen Sumber atau Material Contoh. IBM memberikan Komponen-komponen Sumber dan Material Contoh tanpa adanya kewajiban dukungan dan "SEBAGAIMANA ADANYA", TANPA GARANSI APA PUN, SECARA TEGAS ATAU TERSIRAT, TERMASUK GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU.

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

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### **Inti Prosesor Virtual**

Inti Prosesor Virtual adalah unit ukuran yang olehnya Program dapat diberi lisensi. Server Fisik adalah komputer fisik yang terdiri dari unit pemrosesan, memori, dan kemampuan input/output, serta yang menjalankan prosedur, perintah, atau aplikasi yang diminta untuk satu atau beberapa perangkat klien atau pengguna. Apabila rak, kerangka blade (blade enclosure), atau peralatan lainnya yang serupa sedang dijalankan, masing-masing perangkat fisik yang dapat dipisahkan (misalnya, blade atau perangkat yang terpasang dalam rak) yang memiliki komponen yang diperlukan dianggap sebagai Server Fisik yang terpisah. Server Virtual adalah komputer virtual yang dibuat dengan memartiskan sumber daya yang tersedia ke suatu Server Fisik, atau Server Fisik yang belum dipartisi. Inti Prosesor adalah unit fungsional dalam perangkat komputerisasi yang menginterpretasikan dan melaksanakan instruksi. Inti Prosesor terdiri atas setidaknya sebuah unit kendali instruksi dan satu atau beberapa unit aritmetika atau unit logika. Inti Prosesor Virtual adalah Inti Prosesor dalam suatu Server Fisik yang tidak dipartisi, atau inti virtual yang ditetapkan ke suatu Server Virtual. Pemegang Lisensi harus memperoleh kepemilikan untuk setiap Inti Prosesor Virtual yang disediakan untuk Program.

Pemegang Lisensi dapat menyebarkan Program (jika didukung) menggunakan pemberian lisensi kapasitas penuh, pemberian lisensi subkapasitas (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), atau pemberian lisensi kontainer (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Lihat situs web yang ditautkan untuk informasi lebih lanjut.



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Nome Programma (Numero Programma):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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

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### **Virtual Processor Core**

Virtual Processor Core è un'unità di misura per cui il Programma può essere concesso in licenza. Un Server Fisico è un computer fisico che comprende unità di elaborazione, memoria e capacità di input/output e che esegue le procedure, i comandi o le applicazioni richieste per uno o più utenti o dispositivi client. Quando sono utilizzati rack, enclosure blade o altre apparecchiature simili, ogni dispositivo fisico separabile (ad esempio, un blade o un dispositivo montato su rack) dotato delle componenti richieste, è considerato un Server Fisico a parte. Un Server Virtuale è un computer virtuale creato mediante il partizionamento delle risorse disponibili per un Server Fisico o per un Server Fisico non partizionato. Per Processor Core si intende un'unità funzionale, all'interno di un dispositivo di elaborazione, capace di interpretare ed eseguire istruzioni. Un Processor Core è costituito almeno da un'unità di controllo istruzioni ed una o più unità aritmetiche e logiche. Un Virtual Processor Core è un Processor Core in un Server Fisico non partizionato o un core virtuale assegnato a un Server Virtuale. Il licenziatario deve ottenere le titolarità per ciascun Virtual Processor Core reso disponibile per il Programma.

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プログラム名 (プログラム番号):

IBM COBOL for Linux on x86 1.1 (5737-L11)

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IBM COBOL for Linux on x86 1.1 (5737-L11)

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### 소스 구성요소 및 샘플 자료

본 프로그램은 소스 코드 형식의 구성요소(이하 "소스 구성요소")나 샘플 자료로 식별된 기타 자료, 또는 둘 다를 포함합니다. 라이선스 사용자는 본 계약에 의거한 라이선스 권리의 제한 범위 내에서만 내부적인 용도에 한해 소스 구성요소 및 샘플 자료를 복사하고 수정할 수 있습니다. 단, 소스 구성요소 또는 샘플 자료에 포함된 저작권 정보나 주의사항은 변경하거나 삭제할 수 없습니다. IBM은 소유권, 타인의 권리 침해를 대한 보증, 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증 및 조건을 포함하여 명시적이거나 묵시적인 일체의 보증 없이, 소스 구성요소 및 샘플 자료를 지원 서비스가 제공되지 않는 "현상태대로" 제공합니다.

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

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### 가상 프로세서 코어

가상 프로세서 코어(Virtual Processor Core)는 본 프로그램의 라이선스가 부여되는 측정 단위입니다. "물리적 서버"(Physical Server)는 프로세싱 유닛, 메모리 및 입/출력 기능으로 구성되고 하나 이상의 사용자나 클라이언트 디바이스에 대해 요청된 프로시저, 명령 또는 애플리케이션을 실행하는 물리적 컴퓨터입니다. 랙, 블레이드 엔클로저 또는 기타 유사한 장치를 사용하는 경우, 필수 구성요소가 포함된 분리 가능한 각 물리적 디바이스(예: 블레이드, 랙 마운트 디바이스 등)는 그

자체가 하나의 개별적인 실제 서버로 간주됩니다. "가상 서버"(Virtual Server)란 물리적 서버에서 사용 가능한 자원을 파티션 분할하여 작성한 가상 컴퓨터나 파티션 분할되지 않은 물리적 서버를 의미합니다. "프로세서 코어"(Processor Core)란 명령을 해석하고 실행하는 컴퓨팅 디바이스의 기능적 단위를 의미합니다. 프로세서 코어는 최소 하나의 명령 제어 유닛과 하나 이상의 산술 또는 논리 유닛으로 구성됩니다. 가상 프로세서 코어란 파티션 분할되지 않은 물리적 서버의 프로세서 코어 또는 가상 서버에 지정된 가상 코어를 의미합니다. 라이선스 사용자는 본 프로그램에서 가용케 된 각 가상 프로세서 코어에 대한 권한을 취득해야 합니다.

라이선스 사용자는 (지원되는 경우) Full Capacity 라이선싱, Sub-Capacity 라이선싱(<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) 또는 컨테이너 라이선싱(<https://www.ibm.com/software/passportadvantage/containerlicenses.html>)에 따라 본 프로그램을 배치할 수 있습니다. 자세한 정보는 링크된 웹 사이트를 참조하십시오.

## LICENCIJOS INFORMACIJA

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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 (Z125-3301-14).

Programos pavadinimas (Programos numeris):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

### **Šios standartinės sąlygos taikomos Licencianto Programos naudojimui.**

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#### **Riboto naudojimo teisė**

Licenciatas neturi teisės naudoti Programos komercinėms IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstymą, teikti antrinę Programos licenciją ar ją nuomoti, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą.

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

#### **Šaltinio komponentai ir pavyzdinė medžiaga**

Į Programą yra įtrauktų komponentų išeitinio kodo forma („Šaltinio komponentai“) arba kita medžiaga, apibrėžta kaip Pavyzdinė medžiaga, arba abu šie elementai. Licenciatas gali kopijuoti ir modifikuoti Šaltinio komponentus ir Pavyzdinę medžiagą tik naudoti viduje, nepažeisdamas šios Sutarties licencijos teisių; tačiau Licenciatas negali keisti ar naikinti jokios Šaltinio komponentuose ir Pavyzdinėje medžiagoje esančios autoriaus teisių informacijos ar pranešimų. IBM pateikia Šaltinio komponentus ir Pavyzdinę medžiagą be palaikymo įsipareigojimo ir TOKIĄ, KOKIA YRA, NESUTEIKIANT JOKIŲ AIŠKIAI NURODYTŲ AR NENURODYTŲ GARANTIJŲ, ĮSKAITANT NUOSAVYBĖS TEISĖS, NEPAŽEIDŽIAMUMO AR NEĮSIKIŠIMO GARANTIJAS IR NENURODYTAS TINKAMUMO PREKIAUTI IR TAM TIKRAM TIKSLUI GARANTIJAS IR SĄLYGAS.

## **Šie matavimo vienetai gali būti taikomi Licenciato Programos naudojimui.**

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### **Virtualiojo procesoriaus šerdis**

Virtualiojo procesoriaus šerdis yra matavimo vienetas, kuriuo remiantis gali būti licencijuojama ši Programa. Fizinis serveris yra fizinis kompiuteris, kurį sudaro procesoriai, atmintis ir įvesties / išvesties funkcinės galimybės, vykdančios užklausų procedūras, komandas arba taikomas programas viename arba keliuose vartotojo arba kliento įrenginiuose. Kai naudojami stelažai, moduliai ar kita panaši įranga, kiekvienas atskiras fizinis įrenginys (pvz., modulis arba į stelažą įmontuotas įrenginys), turintis reikiamus komponentus, yra laikomas atskiru serveriu. Virtualusis serveris – tai virtualusis kompiuteris, sukurtas skaidant Fiziniam serveriui prieinamus išteklius, arba neišskaidytas Fizinis serveris. Procesoriaus šerdis yra funkcinis skaičiavimo įrenginio vienetas, kuris interpretuoja ir vykdo instrukcijas. Procesoriaus šerdį sudaro bent vienas instrukcijų valdymo vienetas ir vienas ar daugiau aritmetinių ar loginių vienetų. Virtualusis procesoriaus branduolys yra Procesoriaus branduolys neišskaidytame Fiziname serveryje arba virtualusis branduolys, priskirtas Virtualiajam serveriui. Licenciatas privalo įsigyti teises kiekvienai Programai prieinamo Virtualiojo procesoriaus šerdžiai.

Licenciatas gali diegti Programą (jei palaikoma) naudodamas visos talpos licencijavimą, papildomos talpos licencijavimą (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) arba konteinerio licencijavimą (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Išsamesnės informacijos ieškokite susietose svetainėse.



## INFORMACJE LICENCYJNE

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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 (Z125-3301-14).

Nazwa Programu (Numer Programu):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

### **Poniższe standardowe warunki mają zastosowanie do używania Programu przez Licencjobiorcę.**

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#### **Ograniczone prawo do używania**

Licencjobiorca nie jest upoważniony do używania Programu do świadczenia osobom trzecim komercyjnych usług informatycznych, usług serwerowych ani usług podziału czasu, jak również nie jest upoważniony do udzielania dalszych licencji na Program oraz wypożyczania i wdzierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjobiorca jest upoważniony do używania Programu, wyraźnie stanowią inaczej.

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Licencjobiorca nie może używać ani upoważniać kogokolwiek do używania Programu w przypadku, gdy jego awaria mogłaby doprowadzić do śmierci, uszczerbku na zdrowiu, szkody w mieniu albo szkody w środowisku naturalnym.

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- (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.

#### **Komponenty Źródłowe i Materiały Przykładowe**

Program zawiera komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") lub inne materiały określone jako Materiały Przykładowe, albo oba te elementy. Licencjobiorca może kopiować i modyfikować Komponenty Źródłowe i Materiały Przykładowe jedynie na użytek wewnętrzny w granicach praw licencyjnych na mocy niniejszej Umowy, pod warunkiem jednak, że Licencjobiorca nie będzie zmieniać ani usuwać żadnych informacji czy uwag o prawach autorskich zawartych w Komponentach Źródłowych lub Materiałach Przykładowych. IBM dostarcza Komponenty Źródłowe i Materiały Przykładowe bez zobowiązania do wsparcia, W STANIE, W JAKIM SIĘ ZNAJDUJĄ ("AS IS"), BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ), WYRAŻNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

## **Poniższe jednostki miary mają zastosowanie do używania Programu przez Licencjobiorcę.**

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### **Wirtualny Rdzeń Procesora**

Wirtualny Rdzeń Procesora to jednostka miary, według której licencjonowany jest Program. Serwer Fizyczny to komputer fizyczny składający się z jednostek przetwarzających, pamięci i funkcji wejścia/wyjścia, na którym wykonuje się żądane procedury lub komendy albo uruchamia aplikacje na użytek użytkowników końcowych lub urządzeń klienckich. W przypadku wykorzystania stelaży przemysłowych, obudów na serwery kasetowe czy innych podobnych urządzeń każde oddzielne urządzenie fizyczne (np. serwer kasetowy czy urządzenie instalowane w stelażu), które ma wymagane komponenty, uznawane jest za oddzielny Serwer Fizyczny. Serwer Wirtualny to komputer wirtualny utworzony poprzez spartycjonowanie zasobów Serwera Fizycznego lub niepartycjonowany Serwer Fizyczny. Rdzeń Procesora oznacza jednostkę funkcjonalną w komputerze, która interpretuje i wykonuje instrukcje. Rdzeń Procesora składa się co najmniej z jednej jednostki sterującej oraz z jednej lub większej liczby jednostek arytmetyczno-logicznych. Wirtualny Rdzeń Procesora to Rdzeń Procesora w niepartycjonowanym Serwerze Fizycznym lub rdzeń wirtualny przypisany do Serwera Wirtualnego. Licencjobiorca musi nabyć uprawnienia dla każdego Wirtualnego Rdzenia Procesora udostępnionego dla Programu.

Licencjobiorca może zainstalować Program (jeśli jest obsługiwany) z licencjonowaniem według pełnej mocy obliczeniowej, ograniczonej mocy obliczeniowej (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) lub według kontenerów (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Więcej informacji na ten temat można znaleźć w serwisach WWW, do których kierują podane odsyłacze.

## INFORMAÇÕES DA LICENÇA

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Nome do Programa (Número do Programa):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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O Programa inclui componentes na forma de código-fonte ("Componentes Fonte") ou outros materiais identificados como Materiais de Amostra ou ambos. O Licenciado pode copiar e modificar os Componentes Fonte e os Materiais de Amostra apenas para uso/utilização interno/interna dentro dos limites dos direitos de licença sob este Contrato/Acordo desde que não possa alterar ou excluir qualquer informação de copyright ou avisos contidos nos Componentes Fonte ou Materiais de Amostra. A IBM fornece os Componentes Fonte e Materiais de Amostra sem obrigação de suporte e "NO ESTADO EM QUE SE ENCONTRAM ("AS IS")", SEM NENHUM TIPO DE GARANTIA, SEJA EXPRESSA OU IMPLÍCITA, INCLUINDO A GARANTIA DE TÍTULO, NÃO VIOLAÇÃO OU NÃO INTERFERÊNCIA E AS GARANTIAS IMPLÍCITAS E CONDIÇÕES DE COMERCIALIZAÇÃO E ADEQUAÇÃO PARA UM PROPÓSITO/FIM ESPECÍFICO.

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

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### **Núcleo do Processador Virtual**

O Núcleo do Processador Virtual é uma unidade de medida pela qual o Programa pode ser licenciado. Um Servidor Físico é um computador físico que é composto por unidades de processamento, memória e recursos de entrada/saída, além de executar procedimentos, comandos ou aplicativos/aplicações necessários para um ou mais usuários/utilizadores ou dispositivos do cliente. Em que racks, gabinetes blade ou outro equipamento semelhante estão sendo implementados, cada dispositivo físico separável (por exemplo, um dispositivo montado em rack ou blade) que tenha os componentes necessários é considerado por si próprio um Servidor Físico separado. Um Servidor Virtual é um computador virtual criado ao particionar os recursos disponíveis para um Servidor Físico em um Servidor Físico não particionado. Um Núcleo de Processador é uma unidade funcional dentro de um dispositivo de computação que interpreta e executa instruções. Um núcleo de processador consiste em pelo menos uma unidade de controle de instruções e uma ou mais unidades aritméticas ou lógicas. Um Núcleo do Processador Virtual é um Núcleo do Processador em um Servidor Físico não particionado ou um núcleo virtual designado a um Servidor Virtual. O Licenciado deve obter titularidades para cada Núcleo do Processador Virtual disponibilizado para o Programa.

O Licenciado pode implementar o Programa (se suportado) usando o licenciamento de capacidade total, o licenciamento de subcapacidade (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ou o licenciamento de contêiner (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Consulte os sites vinculados para obter mais informações.

## ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

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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 (Z125-3301-14).

Название Программы (Номер Программы):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

### **Следующие стандартные положения применяются в отношении использования Программы Лицензиатом.**

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#### **Право на ограниченное использование**

Лицензиату не разрешается использовать Программу для предоставления коммерческих ИТ-услуг какому-либо третьему лицу, для осуществления коммерческого хостинга или использования в режиме разделения времени, а также не разрешается сублицензировать Программу, сдавать ее в аренду или лизинг, если это явно не указано в соответствующих соглашениях, на основании которых Лицензиат получает разрешение на использование Программы.

#### **Запрещенное Использование**

Лицензиат не должен использовать или разрешать другим лицам использовать Программу, если сбой в работе Программы может привести к смерти людей, нанесению телесных повреждений или ущербу имуществу либо окружающей среде.

#### **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.

#### **Исходные Компоненты и Образцы Материалов**

Программа содержит компоненты в виде исходного кода ("Исходные Компоненты") или другие материалы, обозначаемые как Образцы Материалов, либо и то, и другое. Лицензиат может копировать и изменять Исходные Компоненты и Образцы Материалов только для внутреннего использования в рамках лицензионных прав по настоящему Соглашению; однако при этом Лицензиату не разрешается изменять или удалять любую информацию или замечания об авторских правах, содержащиеся в Исходных Компонентах или Образцах Материалов. IBM предоставляет Исходные Компоненты и Образцы Материалов без обязательств по обеспечению поддержки и на условиях "КАК ЕСТЬ", БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ, КАК ЯВНЫХ, ТАК И

ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ ОТСУТСТВИЯ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ, А ТАКЖЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ.

**Следующие единицы измерения могут применяться к использованию Программы Лицензиатом.**

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### **Виртуальное Процессорное Ядро**

Виртуальное Процессорное Ядро — это единица измерения, по которой может лицензироваться Программа. Физический Сервер — это физический компьютер, который состоит из процессоров, памяти и средств ввода/вывода и который выполняет процедуры, команды или приложения по запросу одного или нескольких пользователей или клиентских устройств. В случае использования стоек, корпусов для blade-серверов или иного подобного оборудования каждое отдельное физическое устройство (например, blade-сервер или устройство, установленное в стойку), содержащее необходимые компоненты, считается как таковое отдельным Физическим Сервером. Виртуальный Сервер — это или виртуальный компьютер, созданный путем разбиения на разделы ресурсов, доступных Физическому Серверу, или Физический Сервер, в котором нет разбиения на разделы. Процессорное Ядро - это функциональный блок вычислительного устройства, который интерпретирует и выполняет команды. Ядро процессора состоит по меньшей мере из одного блока обработки команд и одного или нескольких арифметических или логических устройств. Виртуальное Процессорное Ядро - это Процессорное Ядро на Физическом Сервере, в котором нет разбиения на разделы, или виртуальное ядро, выделенное Виртуальному Серверу. Лицензиат должен приобрести разрешения для каждого Виртуального Процессорного Ядра, доступного Программе.

Лицензиат может развертывать Программу (при наличии поддержки) с использованием лицензирования на основе полной мощности, лицензирования на основе неполной мощности (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) или лицензирования на основе контейнеров (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Дополнительную информацию можно найти на веб-сайтах, на которые приведены ссылки.

## PODATKI O LICENCIRANJU

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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 (Z125-3301-14).

Ime programa (Številka programa):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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#### **Omejena pravica do uporabe**

Imetnik licence nima pooblastila za uporabo programa za zagotavljanje komercialnih storitev informacijske tehnologije za tretje osebe, nudenje komercialnega gostovanja ali dodeljevanja časa tretjim osebam ali podlicenciranje programa oziroma njegovo dajanje v najem ali zakup, razen če je to izrecno navedeno v ustreznih pogodbah, na podlagi katerih pridobi imetnik licence pooblastila za uporabo programa.

#### **Prepovedana uporaba**

Imetnik licence ne sme uporabljati programa ali za njegovo uporabo pooblastiti drugih uporabnikov, če lahko napaka programa povzroči smrt, telesne poškodbe ali škodo na lastnini ali v okolju.

#### **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.

#### **Izvirne komponente in vzorčno gradivo**

Program vključuje komponente v obliki izvirne kode ("izvirne komponente") ali drugo gradivo, ki je določeno kot vzorčno gradivo, ali oboje. Imetnik licence lahko prekopira in spremeni izvirne komponente ter vzorčno gradivo za notranjo uporabo, vendar samo znotraj omejitev licenčnih pravic, ki izhajajo iz te pogodbe, in pod pogojem, da ne spremeni ali izbriše nobenih informacij o avtorskih pravicah ali obvestil, vsebovanih v izvornih komponentah ali vzorčnem gradivu. IBM ponuja izvirne komponente in vzorčno gradivo brez obveznosti za podporo in "TAKŠNO, KAKRŠNO JE", BREZ JAMSTEV KAKRŠNEKOLI VRSTE, PA NAJ BODO IZRECNA ALI ZAKONSKA, KAR VKLJUČUJE TUDI JAMSTVO PRAVNEGA NASLOVA, NEKRŠENJA ALI NEOVIRANJA IN ZAKONSKA JAMSTVA IN POGOJE ZA PRODAJNOST IN PRIMERNOST ZA DOLOČEN NAMEN.

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

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### **Navidezno procesorsko jedro**

Navidezno procesorsko jedro je merska enota, na podlagi katere je mogoče licencirati program. Fizični strežnik je fizični računalnik, sestavljen iz procesnih enot, pomnilnika in zmožnosti vhoda/izhoda, ki izvaja zahtevane postopke, ukaze ali aplikacije za eno ali več uporabniških ali odjemalskih naprav. Če se uporabljajo omare, ohišja strežniških rezin ali druga podobna oprema, šteje vsaka ločena fizična naprava (to je rezina ali vgradna naprava), ki vsebuje zahtevane komponente, kot ločen fizični strežnik. Navidezni strežnik je navidezni računalnik, ustvarjen s particioniranjem sredstev, ki so na voljo fizičnemu strežniku, ali neparticioniran fizični strežnik. Procesorsko jedro je funkcionalna enota znotraj računalniške naprave, ki interpretira in izvaja navodila. Procesorsko jedro je sestavljeno iz vsaj ene enote za krmiljenje navodil in ene ali več aritmetičnih ali logičnih enot. Navidezno procesorsko jedro je procesorsko jedro v neparticioniranem fizičnem strežniku ali navidezno jedro, ki je dodeljeno virtualnemu strežniku. Imetnik licence mora pridobiti pooblastila za vsako navidezno procesorsko jedro, ki je na voljo za program.

Imetnik licence lahko razmesti program (če je podprt) z licenciranjem celotne kapacitete, licenciranjem podkapacitete (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) ali licenciranjem vsebnika (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Za dodatne informacije glejte povezana spletna mesta.



## INFORMACIÓN SOBRE LICENCIA

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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 Programas bajo Licencia (Z125-3301-14).

Nombre de Programa (Número de Programa):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

### **Los términos estándar siguientes se aplican al uso por parte del Licenciatario del Programa.**

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#### **Derecho de uso limitado**

El Licenciatario no está autorizado a utilizar el Programa para prestar servicios de TI comerciales a terceros o para prestar servicios comerciales de alojamiento web u ofrecer el uso del Programa en régimen de multipropiedad, ni a otorgar licencias a terceros, alquilar o arrendar el Programa, salvo que así se estableciera explícitamente en los acuerdos aplicables en virtud de los cuales el Licenciatario obtiene las necesarias autorizaciones para utilizar el Programa.

#### **Usos prohibidos**

El Licenciatario no puede utilizar ni autorizar a terceros para utilizar el Programa si un fallo del Programa puede producir la muerte, daños corporales o daños a la propiedad o al medio ambiente.

#### **Código con Licencia por Separado**

El Código con Licencia por Separado de cada uno de los componentes listados en el archivo NON\_IBM\_LICENSE se licencia al Licenciatario de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de terceros en el archivo NON\_IBM\_LICENSE que acompaña al Programa y no con arreglo al presente Acuerdo. Las futuras actualizaciones o correcciones del Programa pueden contener otros componentes del Código con Licencia por Separado. Dicho Código con Licencia por Separado adicional y sus correspondientes licencias se listarán en el archivo NON\_IBM\_LICENSE aplicable que acompaña a la actualización o a la corrección del Programa.

Nota: Independientemente de los términos del acuerdo de licencia de terceros, del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM, respecto al Código con Licencia por Separado:

- (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;
- (b) IBM no es responsable de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo ni consecuencial, incluidas sin limitarse a, la pérdida de datos, la pérdida de ahorros y la pérdida de beneficios.

#### **Componentes en Código Fuente y Materiales de muestra**

El Programa incluye algunos componentes en formato de código fuente ("Componentes en Código Fuente") y otros materiales identificados como Materiales de muestra, o ambos. El Licenciatario puede copiar y modificar los Componentes en Código Fuente y los Materiales de muestra únicamente para uso interno, siempre que dicho uso esté dentro de los límites de los derechos de licencia en virtud del presente Acuerdo, y siempre y cuando el Licenciatario no altere ni suprima ninguna información de copyright ni de avisos de los Componentes en Código Fuente ni de los Materiales de muestra. IBM proporciona los Componentes en Código Fuente y los Materiales de muestra sin ningún tipo de obligación de soporte y "TAL CUAL", SIN GARANTÍA DE NINGÚN TIPO, NI IMPLÍCITA NI EXPLÍCITA, INCLUIDAS LA GARANTÍA DE TÍTULO, LA GARANTÍA DE NO VULNERACIÓN DE DERECHOS DE TERCEROS O DE NO INJERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA.

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

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### **Núcleo de Procesador Virtual**

Núcleo de Procesador Virtual es una unidad de medida por la que se puede obtener licencia para el Programa. Un Servidor Físico es un sistema físico que consta de unidades de proceso, memoria y funciones de entrada/salida y que ejecuta los procedimientos, mandatos o aplicaciones solicitados para uno o varios usuarios o dispositivos cliente. Siempre que se utilizan bastidores, alojamientos blade u otro equipo similar, cada dispositivo físico desmontable (por ejemplo, un blade o un dispositivo montado en bastidor) que tenga los componentes solicitados se considera un servidor físico independiente. Un Servidor Virtual es un sistema virtual creado mediante la partición de los recursos disponibles en un servidor físico o en un servidor físico no particionado. Un Núcleo de procesador es una unidad funcional de un dispositivo informático que interpreta y ejecuta instrucciones. Un Núcleo de Procesador se compone de, al menos, una unidad de control de instrucciones y una o varias unidades lógicas o aritméticas. Un Núcleo de Procesador Virtual es un Núcleo de Procesador de un Servidor Físico no particionado, o un núcleo virtual asignado a un Servidor Virtual. El Licenciatario debe obtener autorizaciones para cada Núcleo de Procesador Virtual que se pone a disposición del Programa.

El Licenciatario puede desplegar el Programa (si se soporta) utilizando la capacidad completa de la licencia, la subcapacidad de licencia (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>) o la licencia de contenedor (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). Consulte los sitios web vinculados para obtener más información.

## LİSANS BİLGİLERİ

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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 (Z125-3301-14) geçerli olur.

Program Adı (Program Numarası):  
IBM COBOL for Linux on x86 1.1 (5737-L11)

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

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#### Sınırlı kullanım hakkı

Lisans Alan Tarafın bu Programı kullanmak üzere edindiği yetkilerin tabi olduğu geçerli sözleşmelerde açıkça belirtilmediği sürece, Lisans Alan Tarafa bu Programı herhangi bir üçüncü kişiye ticari BT hizmetleri sağlamak, ticari barındırma ya da zaman paylaşımı sunmak ya da alt lisans vermek, kiralamak ya da finansal olarak kiralamak üzere kullanma yetkisi verilmez.

#### Yasaklanmış Kullanımlar

Programda çıkacak herhangi bir hatanın ölüme, bedensel yaralanmaya veya mallara veya çevresel hasara yol açabilecek olması durumunda Lisans Alan Taraf Programı kullanamaz veya başkalarının kullanması için yetki veremez.

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IBM COBOL for Linux on x86 1.1

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Version 3.1, 31 March 2009

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