

License Information 许可信息 授權手冊 Licenční informace Informations sur la Licence Lizenzinformation Πληροφορίες για την άδεια χρήσης Informasi lisensi Informazioni di Licenza ライセンス情報 라이센스 정보
Informacija apie Licenciją
Informacije Licencyjne
Informações sobre Licenciamento
Лицензионная Информация
Licenčne informacije
Información sobre Licencia
Lisans Bilgileri
Terms for Separately Licensed Code

5639-VF1 - IBM Storwize V7000 Unified File Module Software, Version 1.4.2



LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the IBM International Program License Agreement (IBM form number Z125-3301-14).

Program Name: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Program Number: 5639-VF1

As described in the International Program License Agreement ("IPLA") and this License Information, IBM grants Licensee a limited right to use the Program. This right is limited to the level of Authorized Use, such as a Processor Value Unit ("PVU"), a Value Unit ("VU"), or other specified level of use, paid for by Licensee as evidenced in the Proof of Entitlement. Licensee's use may also be limited to a specified machine, or only as a Supporting Program, or subject to other restrictions. As Licensee has not paid for all of the economic value of the Program, no other use is permitted without the payment of additional fees. In addition, as stated in the IPLA, Licensee is not authorized to use the Program to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Program unless expressly provided for in the applicable agreements under which Licensee obtains authorizations to use the Program. Additional rights may be available to Licensee subject to the payment of additional fees or under different or supplementary terms. IBM reserves the right to determine whether to make such additional rights available to Licensee.

Program's specifications can be found in the collective Description and Technical Information sections of the Program's Announcement Letters.

Limited Use Program

This Program is supplied only for use with named hardware or hardware configuration(s) identified below or upgrades to them. Licensee is prohibited from using this Program in connection with any other hardware.

Named hardware or hardware configuration(s): IBM Storwize V7000 Unified File Module

Separately Licensed Code

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

agreement Licensee may have with IBM, the terms of such third party license agreement(s) governs Licensee's use of all Separately Licensed Code unless otherwise noted below.

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

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

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

- (a) IBM provides this Separately Licensed Code to Licensee WITHOUT WARRANTIES OF ANY KIND;
- (b) IBM DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;
- (c) IBM is not liable to Licensee, and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

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

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

The following are Separately Licensed Code: conn-vfs.so CTDB version 1.2.55 dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Ologic CNA driver OLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

Source Components and Sample Materials

The Program may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Licensee may copy and modify Source Components and Sample Materials for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. IBM provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Export and Import Restrictions

This Program may contain cryptography. Transfer to, or use by, users of the Program may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or reexports. To obtain the export classification of this Program refer to: https://www.ibm.com/products/exporting/.

Program-unique Terms

The following paragraphs titled "CLICK-TO-ACCEPT ONCE", "DISABLING DEVICE", "Storwize V7000 FILE MODULES AND TSM CLIENTS", "TRANSFER OF PROGRAM RIGHTS AND OBLIGATIONS", and "PERFORMANCE COLLECTION COMMAND 'cninstallperfcol'": apply to the Licensee's use of the Program, and the term "Program" in these paragraphs shall mean Storwize V7000 Unified software.

CLICK-TO-ACCEPT ONCE:

The Storwize V7000 Unified contains licensed file modules. The Licensee's click-to-accept at the first file module represents the Licensee's acceptance of the license terms for all the file modules in the Storwize V7000 Unified. The Licensee is not required to perform a click-to-accept for each individual file module in the Storwize V7000 Unified

DISABLING DEVICE:

The Program may include a disabling device that will prevent certain features from being used.

Licensee will not tamper with such disabling device or otherwise change the Program.

Storwize V7000 FILE MODULES AND TSM CLIENTS:

The Storwize V7000 Unified contains a preloaded copy of the client component of IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) and a preloaded copy of the client component of IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) (hereafter individually referred to as a "TSM Backup Client").

For each file module in the Storwize V7000 Unified that is connected to a TSM server and is intended to use the TSM Backup Client, Licensee separately must have obtained or must obtain:

1) licenses for either IBM Tivoli Storage Manager V6.x. or IBM Tivoli Storage Manager Extended Edition V6.x

and 2) appropriate Proof of Entitlement to use the applicable TSM Backup Client.

The Storwize V7000 Unified also contains a preloaded copy of the GPFS on Linux Hierchical Storage Management (HSM) client component of IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) (hereinafter individually referred to as a "TSM HSM Client").

For each i file module in the Storwize V7000 Unified system that is using the TSM HSM Client to migrate files to and from an external TSM storage pool, Licensee separately must have obtained or must obtain:

1) licenses for IBM Tivoli Storage Manager for Space Management

and 2) appropriate Proof of Entitlement to use the applicable TSM HSM Client.

TRANSFER OF PROGRAM RIGHTS AND OBLIGATIONS:

Licensee may not transfer the Program to another party separate from the transfer of the machine on which Licensee is entitled to operate the Program.

When the machine and the Program are transferred, Licensee must provide a printed copy of the Agreement and, if electronic licensing is used for the Program, take the necessary actions that will require electronic acceptance of the Agreement by the transferee prior to the first use of the Program. Licensee must also transfer all other documentation relating to the machine or Program.

Any transfer of Licensee's Program terminates Licensee's authorization to use the Programs under the Proof of Entitlement.

PERFORMANCE COLLECTION COMMAND "cninstallperfcol":

Issuing the Storwize V7000 Unified command cninstallperfool will install the performance collection command line tool in Storwize V7000 Unified. The command line tool interface is an early release for purposes of testing prior to it being made commercially available and may still be under development and therefore, potentially unreliable.

For purposes of this command line tool interface only, the following terms apply and supersede the warranty terms in the IBM license agreement provided with the Program:

SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR SUPPORT, IF ANY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES. SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REOUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE. LICENSEE MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. EXCEPT AS STATED HEREIN, THE TERMS OF THE LICENSE APPLIES TO THIS TOOL.

许可信息

除 IBM 国际程序许可协议 (IBM 书号 Z125-3301-14)中的条款和条件外,下列各程序按照下述条款和条件被特许使用。

程序名称: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 程序号: 5639-VF1

根据国际软件许可协议("IPLA")和本许可信息中的描述,IBM 授予被许可方有限的使用本程序的权利。本权限仅限于授权使用级别,如被许可方根据"权利证明"支付的处理器价值单元("PVU")、价值单元("VU")或其他指定使用级别。被许可方的使用还可能限定于特定的机器,或仅作为支持程序,或遵循其他限制。由于被许可方未购买程序的整个经济价值,因此在未支付额外费用时,不允许使用其他项。此外,根据 IPLA中的叙述,除非适用的协议中明确表明被许可方获得使用本程序的授权,否则被许可方无权使用本程序向任何第三方提供商业 IT 服务、提供商业托管或时间共享,或再许可、出租或租赁本程序。通过支付额外费用或根据其他或补充条款,被许可方可能获得更多权利 IBM 保留决定是否向被许可方提供此类额外权利的权利

本程序的规格详见本程序公告函的统一描述和技术信息部分。

有限使用程序

本程序仅提供用于以下标识的指定硬件或硬件配置,或对其的升级。禁止被许可方将本程序与任何其他硬件连接使用。

指定的硬件或硬件配置:

IBM Storwize V7000 Unified File Module

单独许可代码

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

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

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

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

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

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

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

以下是单独许可代码:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Ologic OLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsvnc version 3.0.0

samba version 3.6.4_CTDB_49

Rsync version 3.1.0dev Smartmontools version 6.0 socklib version 0.3 Ti USB version 2.6 Ti USB 3410 5052 version 1.28-1 vfs c DataDirect Networks 6620 Controller Firmware Linux Filepath version 1.0.0 Ologic Software Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

源组件和样本材料

本程序可能包含一些源代码形式的组件("源组件")和其他材料("样本材料")。被许可方可以仅出于内部使用目的,复制和修改"源组件"和"样本材料",前提是此类使用受到本协议规定的许可权利的限制,但是被许可方不得更改或删除"源组件"或"样本材料"中包含的任何版权信息或声明。IBM"按现状"提供"源组件"或"样本材料",不承担任何支持责任,不提供任何种类的(无论是明示的还是暗含的)保证,包括有关权利、非侵权、非干扰以及暗含的有关适销和适用于某种特定用途的保证。

出口和进口限制

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

程序特别条款

以下题为"单击表示接受"、"禁用设置"、"Storwize V7000 文件模块和 TSM 客户机"、"程序权利和义务的转让"和"性能收集命令'cninstallperfcol'"的段落适用于被许可方对本程序的使用,并且这些段落中的术语"程序"指 Storwize V7000 Unified 软件。

单击表示接受:

Storwize V7000 Unified 包含许可文件模块。被许可方在第一个文件模块单击表示接受,就代表被许可方接受 Storwize V7000 Unified 中所有文件模块的许可条款。被许可方无需在 Storwize V7000 Unified 中对每个文件模块都执行单击表示接受的步骤。

禁用设置:

本程序可能包含将防止使用某些功能部件的禁用设置。

被许可方不得擅自改动此类禁用设置或以其他方式更改本程序。

Storwize V7000 文件模块和 TSM 客户机:

Storwize V7000 Unified 包含 IBM Tivoli Storage Manager V6.x (IBM 程序 5608-E01) 的客户机组件的一份预装人副本以及 IBM Tivoli Storage Manager Extended Edition V6.x (IBM 程序 5608-E02) 的客户机组件的一份预装人副本(下文各自单独称为"TSM备份客户机")。

对于 Storwize V7000 Unified 中每个连接到 TSM 服务器并旨在使用 TSM 备份客户机的文件模块,被许可方必须已单独获取或要单独获取:

1) IBM Tivoli Storage Manager V6.x. 或 IBM Tivoli Storage Manager Extended Edition V6.x 的许可

以及 2) 使用适用的 TSM Backup Client 的相应权利证明。

Storwize V7000 Unified 还包含 IBM Tivoli Storage Manager for Space Management (IBM 程序 5608-E12)的 GPFS on Linux Hierchical Storage Management (HSM) 客户机组件的一份预装人副本(下文各自单独称为"TSM HSM 客户机")。

对于 Storwize V7000 Unified 系统中每个使用 TSM HSM 客户机将文件迁移到外部 TSM 存储池或从该存储池迁出的文件模块、被许可方必须已单独获取或要单独获取:

1) IBM Tivoli Storage Manager for Space Management 的许可

以及 2) 使用适用的 TSM HSM Client 的相应权利证明。

程序权利和义务的转让:

被许可方不可以将本程序与被许可方被授权运行本程序的机器分开转让给另一方。

当机器和本程序同时转让时,在第一次使用本程序之前,被许可方必须向受让方提供本协议的一份打印副本,如果本程序使用了电子方式许可,也可以采取必要措施,要求受让方用电子方式接受本协议。被许可方还必须转让所有与此机器或本程序相关的其他文档。

一旦被许可方转让本程序,被许可方在权利证明下使用本程序的授权即告终止。

性能收集命令 "cninstallperfcol":

发出 Storwize V7000 Unified 命令 cninstallperfcol 将在 Storwize V7000 Unified 中安装性能收集命令行工具。该命令行工具界面是一个早期测试版本,在投放市场前提供,可能仍在开发中、因此可能不稳定。

仅限该命令行工具界面,以下条款适用并取代本程序随附的 IBM 许可协议中的保证条款:

除了某些不能被排除的法定保证以外,IBM 对本程序或支持(如有)不作任何明示的或暗含的保证或条件,包括但不限于任何暗含的有关适销性、质量满意度以及适用于某特定用途的保证或条件、任何所有权以及任何非侵权的保证或条件。某些国家或地区或司法管辖区域不允许对明示或暗含的保证进行排除,因此上述排除可能不适用于被许可方。在这种情况下,这类保证仅在法律要求的最短期限内保持有效。逾期则不再有任何保证。某些国家或地区或司法管辖区域不允许对暗含保证的期限进行限制,因此上述限制可能不适用于被许可方。根据不同的国家或地区或司法管辖区域,被许可方可能还拥有其他权利。除非在此声明,否则本许可的条款适用于此工具。

授權手冊

除IBM 國際程式授權合約(IBM 書號 Z125-3301-14)外,以下條款亦適用於下列程式。

程式名稱:IBM Storwize V7000 Unified File Module Software, Version 1.4.2

程式編號:5639-VF1

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

程式之規格載明於本程式通知函之統稱?「說明與技術資訊」章節中。

有限使用程式

本程式僅供與以下載明之指明硬體或硬體配置或其昇級搭配使用而提供。被授權人不得結合任何其他硬體而使用本程式。

指明硬體或硬體配置:

IBM Storwize V7000 Unified File Module

獨立授權程式碼

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

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

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

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

- (a) IBM 提供本「獨立授權程式碼」予被授權人,不附帶任何保證;
- (b) 就「獨立授權程式碼」而言,IBM 不提供任何明示及默示之保證與擔保,其中包括 且不限於所有權、無侵權行爲或干擾之保證,以及適售性與符合特殊目的之默示保證 與擔保;
- (c) 凡因「獨立授權程式碼」所致或與其相關之任何主張, IBM 對於被授權人均不負責, 亦不予以辯護、賠償或使其免受損害;且
- (d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害,包括且不限於資料滅失、盈餘損失、營利損失,IBM 概不負責。

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

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

下列爲「獨立授權程式碼」:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PvWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Ologic CNA driver OLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49

Rsync version 3.1.0dev

Smartmontools version 6.0 socklib version 0.3
Ti USB version 2.6
Ti USB 3410 5052 version 1.28-1 vfs.c
DataDirect Networks 6620 Controller Firmware Linux Filepath version 1.0.0
Qlogic Software
Red Hat Enterprise Linux version 6.1
eCos Redboot version 2.0
Emulex Software
PolarSSL version 1.0.0 (Emulex UCNA)
SMC8150L2 Ethernet Switch
Voltaire Grid Director Switch Software
Mellanox InfiniHost Software

原始碼元件及範例著作物

本程式可能內含若干原始碼格式之元件(「原始碼元件」)及其他標示為「範例著作物」之著作物。於本合約規定之授權使用限制範圍內,被授權人僅限基於內部使用之目的而複製及修改原始碼元件及範例著作物,但被授權人不得更改或刪除原始碼元件或範例著作物所含任何著作權資訊或注意事項。IBM 對於原始碼元件及範例著作物之提供,不含支援義務,並以「現狀」提供,不提供任何明示或默示之保證,包括但不限於所有權、未涉侵權或未涉干擾之保證,以及適售性與符合特定目的之默示保證及條件。

進出口限制

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

程式特別條款

下列標題爲「點選後即表示接受」、「停用裝置」、「Storwize V7000 檔案模組及 TSM 用戶端」、「程式權利與義務之轉讓」及「效能收集指令 'cninstallperfcol'」之段落:適用 於被授權人對本程式之使用,而此等段落中稱「程式」者係指 Storwize V7000 Unified 軟體。

點選後即表示接受:

Storwize V7000 Unified 內含授權檔案模組。被授權人於第一個檔案模組所爲之點選接受,表示被授權人接受 Storwize V7000 Unified 中一切檔案模組之授權條款。被授權人無需爲 Storwize V7000 Unified 中之每一個別檔案模組執行點選接受。

停用裝置:

本程式可能內含停用裝置,該裝置係用於防止某些特別功能遭他人使用。

被授權人不得竄改該等停用裝置或變更本程式。

Storwize V7000 檔案模組及 TSM 用戶端:

Storwize V7000 Unified 內含一份 IBM Tivoli Storage Manager 6.x 版(IBM 程式 5608-E01)用戶端元件之預載複本,以及一份 IBM Tivoli Storage Manager Extended Edition 6.x 版(IBM 程式 5608-E02)(以下分別稱爲「TSM 備份用戶端」)用戶端元件之預載複本。

就連接至 TSM 伺服器及預定使用 TSM 備份用戶端之 Storwize V7000 Unified 中之每一檔案模組,被授權人需另外事先取得或應取得以下各項:

- 1) IBM Tivoli Storage Manager 6.x 版或 IBM Tivoli Storage Manager Extended Edition 6.x 版之授權
- 及 2) 使用適用 TSM 備份用戶端之適當權利證明書。

Storwize V7000 Unified 亦內含一份 IBM Tivoli Storage Manager for Space Management (IBM 程式 5608-E12) 之 Linux Hierchical Storage Management (HSM) 用戶端元件上之 GPFS 預載複本(以下分別稱爲「TSM HSM 用戶端」)。

- 就 Storwize V7000 Unified 系統中利用 TSM HSM 用戶端移轉檔案至外部 TSM 儲存區及從該儲存區移轉檔案之每一檔案模組,被授權人需另外事先取得或應取得以下各項:
- 1) IBM Tivoli Storage Manager for Space Management 之授權
- 及 2) 使用適用 TSM HSM 用戶端之適當權利證明書。

程式權利與義務之轉讓:

被授權人不得將本程式轉讓予第三人,惟轉讓經 IBM 授權可執行本程式之機器所致之程式轉讓不在此限。

當該機器及本程式被轉讓後,被授權人需提供一份書面「合約」;若本程式係採電子式授權,則被授權人亦須於被轉讓人首次使用本程式前,採取必要行動以取得被轉讓人以電子式表示其接受「合約」之承諾。被授權人另應同時轉讓其他一切與該機器或程式相關之文件。

被授權人轉讓程式後,被授權人依權利證明書取得之程式使用授權即爲終止。

效能收集指令 "cninstallperfcol":

發出 Storwize V7000 Unified 指令 cninstallperfcol,將於 Storwize V7000 Unified 中安裝效能收集指令行工具 (command line tool)。該指令行工具介面係其上市前測試用之測試版 (early release),可能仍屬開發中介面,故有潛在之不可靠性。

僅基於本指令行工具介面之目的者,適用下列條款,且該等條款取代本程式隨附 IBM 授權合約中之保證條款:

除法律規定不得排除之保證外,IBM 不負有關本程式或本支援之任何明示或默示保證或條件,包括但不限於適售性、品質滿意度、符合特定效用及所有權之任何默示保證或條件,以及無侵權行為等之默示保證或條件。倘法律規定不得排除明示或默示之保證,則前述排除條款即不予適用。在此種情況下,此等保證僅於法律規定之最短期間有效。該期間後一切保證均喪失效力。倘法律規定不得限制默示保證之有效期間,則前述限制即不予適用於被授權人。被授權人可能享有其他權利,視所適用之準據法律規定而定。除非此處另有規定,否則,本授權之條款適用於此工具。

LICENČNÍ INFORMACE

Níže uvedené Programy jsou licencovány na základě uvedených podmínek, které platí navíc k podmínkám IBM Mezinárodní licenční smlouva pro programy (IBM F/N Z125-3301-14).

Název Programu: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Číslo Programu: 5639-VF1

Jak je popsáno v Mezinárodní licenční smlouvě IBM pro programy ("IPLA") a v tomto dokumentu Licenční informace, IBM uděluje Držiteli licence omezené právo k užívání Programu. Toto právo je omezeno na úroveň Oprávněného užívání, jako například na základě jednotek PVU (Processor Value Unit), jednotek VU (Value Unit) nebo jiné specifikované úrovně užívání, za kterou Držitel licence zaplatil, jak dokládá dokument o oprávnění (Proof of Entitlement). Užívání Držitelem licence může být omezeno rovněž na nějaký specifikovaný stroj nebo na užívání pouze jako Podpůrného programu nebo v souladu s jinými omezeními. Jelikož Držitel licence nezaplatil za celou ekonomickou hodnotu Programu, není povoleno žádné jiné užívání, ledaže by byly zaplaceny dodatečné poplatky. Kromě toho, jak je uvedeno ve smlouvě IPLA, není Držitel licence oprávněn užívat Program k poskytování komerčních služeb v oblasti IT jakékoli třetí straně nebo k poskytování komerčního hostingu nebo služeb v oblasti sdílení času, ani není oprávněn Program sublicencovat, půjčovat nebo pronajímat, ledaže by to bylo výslovně uvedeno v příslušných platných smlouvách, na jejichž základě získal Držitel licence oprávnění k užívání Programu. Držitel licence může mít na základě úhrady dodatečných poplatků nebo na základě odlišných či dodatečných podmínek dodatečná práva. IBM si vyhrazuje právo určit, zda bude mít Držitel licence k taková dodatečná práva k dispozici.

Specifikace Programu naleznete ve souhrnných článcích Popis a Technické informace, které jsou uvedeny v Oznamovacích letácích Programu.

Program s omezením užívání

Tento Program je dodáván k užívání pouze s vyjmenovaným hardwarem nebo hardwarovou(ými) konfigurací(emi) uvedenými níže nebo s jejich aktualizacemi. Držiteli licence není povoleno užívat tento Program ve spojení s jakýmkoliv jiným hardwarem.

Vyjmenovaný hardware nebo hardwarová(é) konfigurace: IBM Storwize V7000 Unified File Module

Samostatně licencovaný kód

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

veškerého Samostatně licencovaného kódu podmínkami takové(vých) licenční(ch) smlouvy (smluv) třetích stran, pokud není níže uvedeno jinak.

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

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

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

- (a) IBM poskytuje Držiteli licence tento Samostatně licencovaný kód BEZ ZÁRUK JAKÉHOKOLIV DRUHU:
- (b) IBM VYLUČUJE VEŠKERÉ ZÁRUKY A PODMÍNKY VÝSLOVNĚ VYJÁDŘENÉ A VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ A TO ZEJMÉNA ZÁRUKY VLASTNICKÉHO NÁROKU, ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO URČITÝ ÚČEL, POKUD JDE O SAMOSTATNĚ LICENCOVANÝ KÓD;
- (c) IBM nenese vůči Držiteli licence odpovědnost, ani jej nebude hájit a neodškodní jej v souvislosti s jakýmikoli nároky na náhradu škody vztahujícími se k Samostatně licencovanému kódu; a
- (d) IBM nenese odpovědnost za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody ani za sankční náhrady škody nebo za následné škody včetně a to zejména ztráty dat, ztráty úspor, ušlého zisku, v souvislosti se Samostatně licencovaným kódem.

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

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

Níže je uveden Samostatně licencovaný kód: conn-vfs.so CTDB version 1.2.55 dbench version 4.0 Dstat_s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Ologic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

Komponenty ve vzorovém kódu a Vzorové materiály

Program může obsahovat některé komponenty ve formě zdrojového kódu ("Komponenty ve zdrojovém kódu") a jiné materiály označované jako Vzorové materiály. Držitel licence smí kopírovat a měnit Komponenty ve zdrojovém kódu a Vzorové materiály pouze pro interní užívání a pouze pod podmínkou, že toto užívání bude v souladu s omezeními licenčních oprávnění stanovenými touto Smlouvou. Držitel licence však nesmí měnit ani odstraňovat žádné informace nebo výhrady týkající se autorských práv obsažené v Komponentách ve zdrojovém kódu nebo ve Vzorových materiálech. IBM poskytuje tyto Komponenty ve zdrojovém kódu a Vzorové materiály bez závazku podpory a "JAK JSOU", BEZ ZÁRUKY JAKÉHOKOLIV DRUHU, VYJÁDŘENÉ VÝSLOVNĚ ČI VYPLÝVAJÍCÍ Z OKOLNOSTÍ, VČETNĚ ZÁRUKY VLASTNICTVÍ, NEPORUŠENÍ PRÁV TŘETÍCH STRAN A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO DANÝ ÚČEL.

Omezení vývozu a dovozu

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

Podmínky specifické pro Program

Následující odstavce nazvané "SOUHLAS JEDNÍM KLEPNUTÍM", "BLOKOVACÍ ZAŘÍZENÍ", "MODULY SOUBORŮ Storwize V7000 A KLIENTI TSM", "PŘEVOD PRÁV A ZÁVAZKŮ VZTAHUJÍCÍCH SE K PROGRAMU" a "PŘÍKAZ PERFORMANCE COLLECTION 'cninstallperfcol'": platí pro užívání Programu Držitelem licence a výraz "Program" v těchto odstavcích označuje software Storwize V7000 Unified.

SOUHLAS JEDNÍM KLEPNUTÍM:

Program Storwize V7000 Unified obsahuje licencované moduly souborů. Klepnutím na první modul souborů vyjadřuje Držitel licence svůj souhlas s licenčními podmínkami platnými pro všechny moduly souborů v rámci programu Storwize V7000 Unified. Držitel licence nemusí z důvodu vyjádření souhlasu klepnout na každý jednotlivý modul souborů v rámci programu Storwize V7000 Unified zvlášť.

BLOKOVACÍ ZAŘÍZENÍ:

Program může obsahovat blokovací zařízení, které zabrání použití určitých funkcí.

Držitel licence nesmí toto blokovací zařízení porušit, ani jiným způsobem nesmí Program změnit.

MODULY SOUBORŮ Storwize V7000 A KLIENTI TSM:

Storwize V7000 Unified obsahuje předem zavedenou kopii klientské komponenty produktu IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) a předem zavedenou kopii klientské komponenty produktu IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) (dále jednotlivě uváděny jako "TSM Backup Client").

Pro každý modul souborů v rámci programu Storwize V7000 Unified, který je připojen k serveru TSM a je určen k užívání TSM Backup Client, musí Držitel licence již mít nebo zvlášť musí získat:

- 1) licence bud' na produkt IBM Tivoli Storage Manager V6.x., nebo IBM Tivoli Storage Manager Extended Edition V6.x
- a 2) odpovídající dokument o oprávnění (Proof of Entitlement) pro užívání příslušného TSM Backup Client.

Storwize V7000 Unified rovněž obsahuje předem zavedenou kopii GPFS na klientské komponentě Linux Hierchical Storage Management (HSM), která je součástí produktu IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) (dále jednotlivě uváděna jako "TSM HSM Client").

Pro každý modul souborů v rámci systému Storwize V7000 Unified, který používá TSM HSM Client k migraci souborů do externí úložné oblasti TSM a z ní, musí Držitel licence mít nebo zvlášť musí získat:

- 1) licence na produkt IBM Tivoli Storage Manager for Space Management
- a 2) odpovídající dokument o oprávnění (Proof of Entitlement) pro užívání příslušného TSM HSM Client.

PŘEVOD PRÁV A ZÁVAZKŮ VZTAHUJÍCÍCH SE K PROGRAMU

Držitel licence není oprávněn převést Program na jinou stranu nezávisle na převodu stroje, na němž je oprávněn spouštět Programy.

Po převedení stroje a Programu je Držitel licence povinen buď poskytnout nabyvateli převedené licence tištěnou kopii Smlouvy, nebo - pokud je Program licencován elektronickou cestou - provést akce nezbytné k tomu, aby byl od něj před prvním použitím Programu vyžádán elektronický souhlas se Smlouvou. Dále je Držitel licence povinen převést rovněž veškerou další dokumentaci vztahující se ke stroji nebo k Programu.

Jakýmkoli převodem Programu končí oprávnění Držitele licence k užívání Programu vyplývající z dokumentu o oprávnění (Proof of Entitlement).

PŘÍKAZ PERFORMANCE COLLECTION "cninstallperfcol":

Čeština-5

Vydáním příkazu cninstallperfcol se v programu Storwize V7000 Unified nainstaluje nástroj příkazového řádku Performance Collection. Rozhraní nástroje příkazového řádku je předčasně uvolněnou verzí určenou pro účely testování předtím, než bude tato komerčně dostupná, proto může být stále ve stádiu vývoje, a tudíž potenciálně nespolehlivá.

Pouze pro účely tohoto rozhraní nástroje příkazového řádku platí následující podmínky, které nahrazují záruční podmínky obsažené v licenční smlouvě IBM poskytované s Programem:

KROMĚ VEŠKERÝCH ZÁKONNÝCH ZÁRUK. KTERÉ NELZE VYLOUČIT. NEPOSKYTUJE IBM ŽÁDNÉ ZÁRUKY ČI PŘÍSLIBY (VÝSLOVNĚ VYJÁDŘENÉ NEBO VYPLÝVAJÍCÍ Z OKOLNOSTÍ), POKUD JDE O PROGRAM NEBO PODPORU (POKUD EXISTUJE), VČETNĚ - NIKOLI VŠAK POUZE - JAKÝCHKOLI ZÁRUK ČI PODMÍNEK PRODEJNOSTI, USPOKOJIVÉ KVALITY, VHODNOSTI PRO URČITÝ ÚČEL, ZÁRUKY VLASTNICTVÍ A ZÁRLIK ČI PODMÍNEK NEPORLIŠENÍ PRÁV TŘETÍCH STRAN VYPLÝVAJÍCÍCH Z OKOLNOSTÍ, NĚKTERÉ STÁTY NEBO JURISDIKCE NEPŘIPOUŠTĚJÍ VYLOUČENÍ VÝSLOVNÝCH ZÁRUK NEBO ZÁRUK VYPLÝVAJÍCÍCH Z OKOLNOSTÍ. PROTO SE NA DRŽITELE LICENCE NEMUSÍ VZTAHOVAT VÝŠE UVEDENÉ VYLOUČENÍ. V TAKOVÉM PŘÍPADĚ JE DOBA PLATNOSTI TAKOVÝCH ZÁRUK OMEZENA NA MINIMÁLNÍ OBDOBÍ STANOVENÉ ZÁKONEM, PO UPLYNUTÍ TOHOTO OBDOBÍ NEPLATÍ ŽÁDNÉ ZÁRUKY. NĚKTERÉ STÁTY NEBO JURISDIKCE NEPŘIPOUŠTĚJÍ OMEZENÍ DOBY TRVÁNÍ ZÁRUK VYPLÝVAJÍCÍCH Z OKOLNOSTÍ. PROTO SE NA DRŽITELE LICENCE NEMUSÍ VZTAHOVAT VÝŠE UVEDENÉ VYLOUČENÍ. DRŽITEL LICENCE MŮŽE MÍT I JINÁ PRÁVA. KTERÁ SE MOHOU LIŠIT PODLE JEDNOTLIVÝCH STÁTŮ NEBO JURISDIKCÍ, S VÝJIMKAMI ZDE UVEDENÝMI PLATÍ PRO TENTO NÁSTROJ LICENČNÍ PODMÍNKY.

INFORMATIONS SUR LA LICENCE

Les dispositions suivantes s'ajoutent à celles contenues dans le document IBM Conditions Internationales d'Utilisation de Logiciel (référence IBM : Z125-3301-14), pour l'utilisation des Logiciels indiqués ci-dessous.

Nom du Logiciel : IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Référence du Logiciel : 5639-VF1

Tel que décrit dans les Conditions Internationales d'Utilisation de Logiciel ("IPLA") et dans le présent document Informations sur la Licence, IBM concède au Détenteur de la Licence un droit limité pour utiliser le Logiciel. Ce droit est limité au niveau d'Utilisation Autorisée, telle qu'une Unité de Valeur par Coeur Processeur ("PVU"), l'Unité de Valeur ("VU") ou tout autre niveau d'utilisation spécifié, payé par le Détenteur de la Licence comme en témoigne l'Autorisation d'Utilisation. L'utilisation par le Détenteur de la Licence peut également être limitée à une machine spécifiée, ou à une utilisation en tant que Logiciel Auxiliaire, ou être soumise à d'autres restrictions. Si que le Détenteur de la Licence n'a pas payé la totalité de la valeur économique du Logiciel, aucune autre utilisation n'est autorisé sans le paiement de frais supplémentaires. En outre, comme indiqué dans l'IPLA, le Détenteur de la Licence n'est pas autorisé à utiliser le Logiciel pour fournir des services informatiques commerciaux à une tierce partie, pour fournir un hébergement ou un partage de temps commercial, ou pour accorder des sous-licences pour le Logiciel ni pour le louer, sauf indication contraire expresse dans les contrats applicables au titre desquels le Détenteur de la Licence a obtenu les Autorisations d'Utilisation du Logiciel. Des droits supplémentaires pourront être concédés au Détenteur de la Licence sous réserve du paiement des frais supplémentaires ou sous des conditions différentes ou supplémentaires. Ces droits supplémentaires seront concédés au Détenteur de la Licence à la seule discrétion d'IBM.

Les spécifications de ce Logiciel se trouvent dans les sections collectives "Description" et "Technical Information" des Lettres d'annonce dudit Logiciel.

Logiciel à Utilisation Restreinte

Ce Logiciel n'est fourni que dans le cadre de l'utilisation du matériel nommé/de la configuration matérielle nommée répertoriés ci-dessous ou de leurs mises à niveau. Le Détenteur de la Licence n'est pas autorisé à utiliser ledit Logiciel en relation avec tout autre matériel.

Matériel nommé ou configuration(s) matérielle(s) nommée(s) : IBM Storwize V7000 Unified File Module

Code sous Licence Distincte

Les dispositions du présent paragraphe s'appliquent, sauf si elles sont considérées comme non valables ou inapplicables dans le cadre de la loi en vigueur régissant la présente licence. Chacun des composants répertoriés ci-dessous doit être considéré comme du "Code sous Licence Distincte". Le Code sous Licence Distincte est concédé sous licence au Détenteur de la Licence par IBM dans le cadre des dispositions du contrat de licence tiers applicable indiqué dans le(s) fichier(s) NON_IBM_LICENSE joint(s) au Logiciel. Nonobstant toute disposition du Contrat ou de tout autre contrat conclu entre le Détenteur de la Licence et IBM, les dispositions de ce contrat de licence tiers régissent l'utilisation de l'intégralité du Code sous Licence Distincte par le Détenteur de la Licence, sauf indication contraire ci-après.

Les mises à jour ou correctifs ultérieurs du Logiciel pourront contenir du Code sous Licence Distincte supplémentaire. Ce Code sous Licence Distincte supplémentaire et les licences correspondantes seront répertoriés dans un autre fichier NON_IBM_LICENSE joint à la mise à jour ou au correctif du Logiciel. Le Détenteur de la Licence reconnaît avoir lu le(s) fichier(s) NON_IBM_LICENSE et accepte les dispositions de licence y figurant. Si le Détenteur de la Licence n'accepte pas les dispositions des contrats de licence tiers, il n'est pas autorisé à utiliser le Code sous Licence Distincte.

Pour les Logiciels dont la licence a été acquise dans le cadre des Conditions Internationales d'Utilisation de Logiciels IBM ou des Conditions Internationales d'Utilisation de Logiciels IBM non garantis, si le Détenteur de la Licence est le détenteur initial de la licence et qu'il n'accepte pas les dispositions des contrats de licence tiers, le Détenteur de la Licence est autorisé à renvoyer le Logiciel conformément aux dispositions énoncées dans la clause "Garantie "satisfait ou remboursé" du Contrat IBM et ce, durant la période qui y est spécifiée.

Remarque : Sauf disposition contraire énoncée dans le Contrat de licence tiers, dans le Contrat ou dans tout autre contrat conclu entre le Détenteur de la Licence et IBM :

- (a) IBM fournit ce Code sous Licence Distincte au Détenteur de la Licence SANS GARANTIE D'AUCUNE SORTE ;
- (b) IBM NE FOURNIT AUCUNE GARANTIE EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, EN MATIÈRE DE DROIT DE PROPRIÉTÉ, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ EN CE QUI CONCERNE LE CODE SOUS LICENCE DISTINCTE ;
- (c) IBM ne pourra être tenue responsable envers le Détenteur de la Licence ni ne l'indemnisera pour toute réclamation relative au Code sous Licence Distincte ; et (d) IBM ne pourra être tenue responsable pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, à titre d'exemple, à caractère répressif (notamment perte de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage lié au Code sous Licence Distincte.

Nonobstant ces exclusions, en Allemagne et en Autriche, la garantie et la responsabilité d'IBM en ce qui concerne le Code sous Licence Distincte sont régies uniquement par les dispositions respectives applicables à l'Allemagne et à l'Autriche dans les contrats de licence IBM.

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

Les composants suivants sont du Code sous Licence Distincte :

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PvWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Ologic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Composants Source, Échantillons et Exemples

Le Logiciel peut contenir des composants inclus sous la forme de code source ("Composants Source") ainsi que d'autres éléments appelés Échantillons et Exemples. Le Détenteur de la Licence est autorisé à copier et modifier les Composants Source ainsi que les Échantillons et Exemples à des fins internes, sous réserve que ladite utilisation reste 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.

Restrictions à l'exportation et à l'importation

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

Dispositions particulières au Logiciel

Les paragraphes suivants intitulés "CLIQUER POUR ACCEPTER UNE FOIS", "DISPOSITIF DE DÉSACTIVATION", "MODULES DE FICHIERS ET CLIENTS TSM Storwize V7000", "TRANSFERT DES DROITS ET OBLIGATIONS DE LA LICENCE DE LOGICIEL" et "COMMANDE DE COLLECTE DE PERFORMANCES 'cninstallperfcol'" concernent l'utilisation du Logiciel par le Détenteur de la Licence et le terme "Logiciel", dans ces paragraphes, désigne le Logiciel Storwize V7000 Unified.

CLIQUER POUR ACCEPTER UNE FOIS:

Storwize V7000 Unified contient des modules de fichiers faisant l'objet d'une licence. En procédant à la tâche cliquer pour accepter au niveau du premier module de fichiers, le Détenteur de la Licence indique son acceptation des dispositions du contrat de licence pour tous les modules de fichiers dans Storwize V7000 Unified. Le Détenteur de la Licence n'est pas tenu de cliquer pour accepter au niveau de chacun des modules de fichiers de Storwize V7000 Unified.

DISPOSITIF DE DÉSACTIVATION:

Le Logiciel peut inclure un dispositif de désactivation empêchant toute utilisation de certaines fonctions.

Toute falsification de ce dispositif de désactivation ou modification du Logiciel est interdite.

MODULES DE FICHIERS ET CLIENTS TSM Storwize V7000:

Storwize V7000 Unified contient un exemplaire préchargé du composant client d'IBM Tivoli Storage Manager version 6.x (IBM Program 5608-E01) et un exemplaire préchargé du composant client d'IBM Tivoli Storage Manager Extended Edition version 6.x (IBM Program 5608-E02) (chacun des éléments susmentionnés étant désignés par le terme "Client de sauvegarde TSM" dans la suite du présent document).

Pour chaque module de fichiers de Storwize V7000 Unified connecté à un serveur TSM et devant être utilisé avec le client de sauvegarde TSM, le Détenteur de la Licence doit avoir fait, ou doit faire l'acquisition :

- 1) de licences pour le Logiciel IBM Tivoli Storage Manager V6.x ou pour IBM Tivoli Storage Manager Extended Edition V6.x
- et 2) de l'Utilisation d'Utilisation du Logiciel pour le Client de sauvegarde TSM approprié.

Storwize V7000 Unified contient également un exemplaire préchargé du composant client GPFS on Linux Hierchical Storage Management (HSM) d'IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) (désigné par le terme "Client HSM TSM" dans la suite du présent document).

Pour chaque module de fichiers i du système Storwize V7000 Unified qui utilise le Client TSM HSM pour migrer des fichiers vers et depuis un pool de stockage TSM externe, le Détenteur de la Licence doit avoir fait ou doit faire l'acquisition :

1) de licences pour le Logiciel IBM Tivoli Storage Manager for Space Management

et 2) de l'Autorisation d'Utilisation du Logiciel pour le Client HSM TSM approprié.

TRANSFERT DES DROITS ET OBLIGATIONS DE LA LICENCE DU LOGICIEL :

Le Détenteur de la Licence n'est pas autorisé à transférer le Logiciel à un tiers indépendamment du transfert de la machine sur laquelle il est autorisé à utiliser ce Logiciel.

Lors du transfert du Logiciel et de la machine, le Détenteur de la Licence doit fournir une copie imprimée du Contrat et, si une licence électronique est utilisée pour le Logiciel, prendre les mesures appropriées pour que le destinataire de ce transfert accepte électroniquement le Contrat avant d'utiliser ce Logiciel pour la première fois. Le Détenteur de la Licence doit également transférer toute la documentation relative à la machine et au Logiciel.

Tout transfert de son exemplaire du Logiciel met fin à son autorisation d'utiliser ces Logiciels au titre de l'Autorisation d'Utilisation du Logiciel.

COMMANDE DE COLLECTE DE PERFORMANCES "cninstallperfcol" :

L'exécution de la commande cninstallperfool de Storwize V7000 Unified va installer l'outil de ligne de commande de collecte de performances dans Storwize V7000 Unified. L'interface de l'outil de ligne de commande est une pré-version destinée à des fins de test avant toute commercialisation et peut être toujours en cours de développement et par conséquent, potentiellement peu fiable.

Dans le cadre de la présente interface de l'outil de ligne de commande uniquement, les dispositions suivantes s'appliquent et prévalent sur les dispositions de garantie du Contrat de Licence IBM fourni avec le Logiciel :

SOUS RESERVE DE TOUTE GARANTIE LÉGALE QUI NE PEUT ETRE EXCLUE, IBM NE FOURNIT AUCUNE GARANTIE OU CONDITION, EXPLICITE OU IMPLICITE, CONCERNANT LE LOGICIEL OU LE SUPPORT, LE CAS ECHEANT, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, TOUTE GARANTIE OU CONDITION IMPLICITE DE QUALITÉ SATISFAISANTE, D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ ET TOUTE GARANTIE OU CONDITION DE NON CONTREFAÇON. CERTAINS ÉTATS OU LÉGISLATIONS N'AUTORISENT PAS L'EXCLUSION DES GARANTIES EXPLICITES OU IMPLICITES, AUQUEL CAS L'EXCLUSION CI-DESSUS PEUT NE PAS ÊTRE APPLICABLE AU DÉTENTEUR DE LA LICENCE. DANS CE CAS, LA DURÉE DE CES GARANTIES SERA ALORS LIMITÉE À LA PÉRIODE MINIMALE REQUISE PAR LA LOI. PASSÉE CETTE PÉRIODE, AUCUNE GARANTIE NE S'APPLIOUERA. CERTAINS ÉTATS OU LÉGISLATIONS N'AUTORISENT PAS LES LIMITATIONS DE DURÉE DES GARANTIES IMPLICITES, AUOUEL CAS LA LIMITATION CI-DESSUS PEUT NE PAS ÊTRE APPLICABLE AU DÉTENTEUR DE LA LICENCE. IL EST POSSIBLE QUE LE DÉTENTEUR DE LA LICENCE DÉTIENNE D'AUTRES DROITS DONT LA

NATURE VARIE SELON LA LÉGISLATION APPLICABLE. SAUF DISPOSITION CONTRAIRE DANS LE PRÉSENT DOCUMENT, LES DISPOSITIONS DE LA LICENCE S'APPLIQUENT AU PRÉSENT OUTIL.

LIZENZINFORMATION

Für die Lizenzierung der nachfolgend aufgelisteten Programme gelten zusätzlich zu den 'IBM Internationale Nutzungsbedingungen für Programmpakete' (IBM Formnummer Z125-3301-14) die folgenden Bedingungen.

Programmname: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Programmnummer: 5639-VF1

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

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

Programm mit beschränktem Nutzungsrecht

Dieses Programm wird nur für die Nutzung mit der Hardware oder der/den Hardwarekonfiguration(en), die nachfolgend genannt ist/sind, oder mit Upgrades für die Hardware bzw. die Hardwarekonfiguration(en) bereitgestellt. Die Nutzung dieses Programms in Verbindung mit anderer Hardware ist dem Lizenznehmer untersagt.

Genannte Hardware oder Hardwarekonfiguration(en): IBM Storwize V7000 Unified File Module

Separat lizenzierter Code

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen des geltenden Rechts, dem diese Lizenz unterliegt, als ungültig oder undurchführbar erachtet werden. Jede Komponente in der folgenden Liste wird als "separat lizenzierter Code" eingestuft. IBM stellt dem Lizenznehmer diesen Code unter Lizenz auf Basis der Bedingungen der geltenden Lizenzvereinbarungen der Dritthersteller in den NON_IBM_LICENSE-Dateien zur Verfügung, die dem Programm beigepackt sind. Ungeachtet der Bedingungen in der Vereinbarung oder einer anderen Vereinbarung zwischen dem Lizenznehmer und IBM unterliegt die Nutzung des gesamten separat lizenzierten Codes durch den Lizenznehmer den Bedingungen der Lizenzvereinbarungen der Dritthersteller, sofern nachfolgend nichts anderes angegeben ist.

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

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

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

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

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

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

Diese Liste enthält den separat lizenzierten Code:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PvWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Quellenkomponenten und Mustermaterialien

Das Programm kann einige Komponenten in Form von Quellcode ("Quellenkomponenten") und sonstige Materialien, die als Mustermaterialien gekennzeichnet sind, enthalten. Der Lizenznehmer darf die Quellenkomponenten und Mustermaterialien nur für den internen Gebrauch kopieren und ändern, sofern eine solche Verwendung im Rahmen der Lizenzrechte dieser Vereinbarung erfolgt und der Lizenznehmer die in den Quellenkomponenten oder Mustermaterialien enthaltenen Copyrightvermerke oder Hinweise weder ändert noch löscht. IBM stellt die Quellenkomponenten und Mustermaterialien ohne eine Verpflichtung zur Unterstützung, ohne Wartung (auf "as-is"-Basis) und ohne jegliche Gewährleistung (ausdrücklich oder stillschweigend) zur Verfügung, insbesondere ohne Gewährleistung für Rechtsmängel, für die Freiheit von Rechten Dritter, für das Recht auf Nichtbeeinträchtigung, für die Handelsüblichkeit und für die Verwendungsfähigkeit für einen bestimmten Zweck.

Export- und Importbeschränkungen

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

Programmspezifische Bedingungen

Die folgenden Abschnitte "ANERKENNEN DURCH EINMALIGES KLICKEN", "INAKTIVIERUNGSEINHEIT", "Storwize V7000-DATEIMODULE UND TSM-CLIENTS", "RECHTE UND PFLICHTEN BEI DER PROGRAMMÜBERTRAGUNG" und "LEISTUNGSERFASSUNGSBEFEHL

'cninstallperfcol'": beziehen sich auf die Programmnutzung durch den Lizenznehmer und der Begriff "Programm" in diesen Abschnitten steht für die Software Storwize V7000 Unified.

ANERKENNEN DURCH EINMALIGES KLICKEN:

Storwize V7000 Unified enthält lizenzierte Dateimodule. Durch einmaliges Klicken im ersten Dateimodul erklärt der Lizenznehmer sein Einverständnis mit den Lizenzbedingungen für alle Dateimodule in Storwize V7000 Unified. Der Klickvorgang muss nicht für jedes einzelne Dateimodul in Storwize V7000 Unified wiederholt werden.

INAKTIVIERUNGSEINHEIT:

Das Programm kann eine Inaktivierungseinheit enthalten, die die Nutzung bestimmter Funktionen verhindert.

Es ist dem Lizenznehmer nicht gestattet, die Inaktivierungseinheit zu manipulieren oder das Programm auf andere Weise zu verändern.

Storwize V7000-DATEIMODULE UND TSM-CLIENTS:

Storwize V7000 Unified enthält eine vorinstallierte Kopie der Clientkomponente von IBM Tivoli Storage Manager V6.x (IBM Programm 5608-E01) und eine vorinstallierte Kopie der Clientkomponente von IBM Tivoli Storage Manager Extended Edition V6.x (IBM Programm 5608-E02) (die nachfolgend jeweils als "TSM-Backup-Client" bezeichnet werden).

Für jedes Dateimodul in Storwize V7000 Unified, das mit einem TSM-Server verbunden und für die Nutzung des TSM-Backup-Clients vorgesehen ist, muss der Lizenznehmer Folgendes separat erworben haben oder erwerben:

1) Lizenzen für entweder IBM Tivoli Storage Manager V6.x. oder IBM Tivoli Storage Manager Extended Edition V6.x

und 2) einen entsprechenden Berechtigungsnachweis (Proof of Entitlement = PoE) für die Nutzung des jeweiligen TSM-Backup-Clients.

Storwize V7000 Unified enthält außerdem eine vorinstallierte Kopie der GPFS on Linux Hierchical Storage Management-Clientkomponente (Hierchical Storage Management = HSM) von IBM Tivoli Storage Manager for Space Management (IBM Programm 5608-E12) (die nachfolgend als "TSM-HSM-Client" bezeichnet wird).

Für jedes Dateimodul im Storwize V7000 Unified-System, das den TSM-HSM-Client für die Migration von Dateien in und aus einem externen TSM-Speicherpool verwendet, muss der Lizenznehmer Folgendes separat erworben haben oder erwerben:

1) Lizenzen für IBM Tivoli Storage Manager for Space Management

und 2) einen entsprechenden Berechtigungsnachweis (Proof of Entitlement = PoE) für die Nutzung des TSM-HSM-Clients.

RECHTE UND PFLICHTEN BEI DER PROGRAMMÜBERTRAGUNG:

Der Lizenznehmer darf das Programm nicht ohne die Maschine, auf der er zur Ausführung des Programms berechtigt ist, an Dritte übertragen.

Bei der Übertragung der Maschine und des Programms muss der Lizenznehmer ein gedrucktes Exemplar der Vereinbarung mitliefern und für den Fall der elektronischen Lizenzierung des Programms die Aktionen durchführen, die erforderlich sind, damit der Empfänger der Maschine vor der ersten Nutzung des Programms zur elektronischen Bestätigung der Vereinbarung aufgefordert wird. Außerdem muss die gesamte, zur Maschine oder zum Programm gehörige Dokumentation weitergegeben werden.

Mit der Übertragung des Programms endet die Berechtigung des Lizenznehmers zur Nutzung des Programms im Rahmen des Berechtigungsnachweises.

LEISTUNGSERFASSUNGSBEFEHL "cninstallperfcol":

Durch Absetzen des Storwize V7000 Unified-Befehls cninstallperfcol wird das Leistungserfassungs-Befehlszeilentool in Storwize V7000 Unified installiert. Die Befehlszeilentool-Schnittstelle ist ein Vorabrelease, das zu Erprobungszwecken zur Verfügung gestellt wird, bevor es im Handel erhältlich ist, und sich noch in der Entwicklung befinden kann und daher potenziell störanfällig ist.

Die folgenden Bedingungen kommen nur für die Zwecke dieser Befehlszeilentool-Schnittstelle zur Anwendung und ersetzen die Gewährleistungsbedingungen in der IBM Lizenzvereinbarung, die mit dem Programm bereitgestellt wird:

Vorbehaltlich einer gesetzlichen Gewährleistung, die nicht ausgeschlossen werden kann, übernimmt IBM keinerlei Gewährleistungen (ausdrücklich oder stillschweigend) hinsichtlich des Programms oder der Unterstützung (sofern vorgesehen), einschließlich, aber nicht beschränkt auf die stillschweigenden Gewährleistungen für die Handelsüblichkeit, die zufriedenstellende Qualität, die Verwendungsfähigkeit für einen bestimmten Zweck, das Eigentumsrecht und die Freiheit von Rechten Dritter. Nach der Rechtsordnung bzw. Gerichtsbarkeit einiger

Länder ist der Ausschluss oder die Begrenzung von ausdrücklichen und/oder stillschweigenden Zusicherungen/Gewährleistungen nicht erlaubt, sodass obige Einschränkungen und Ausschlüsse für den Lizenznehmer möglicherweise nicht anwendbar sind. In diesem Fall sind derartige Gewährleistungen auf die gesetzliche Mindestgewährleistungsdauer begrenzt. Nach Ablauf des Gewährleistungszeitraums wird keinerlei Gewährleistung mehr erbracht. Darüber hinaus ist nach der Rechtsordnung bzw. Gerichtsbarkeit einiger Länder die Verkürzung der gesetzlichen Gewährleistungsfrist nicht erlaubt, sodass obige Einschränkungen für den Lizenznehmer möglicherweise nicht anwendbar sind. Der Lizenznehmer kann gegebenenfalls weitere Rechte geltend machen, die abhängig vom jeweiligen Land und der jeweiligen Rechtsordnung bzw. Gerichtsbarkeit unterschiedlich sein können. Sofern in diesem Dokument nicht anders festgelegt, gelten für dieses Tool die Bedingungen der Lizenz.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Για τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα χορηγείται άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων, επιπλέον των όρων και προϋποθέσεων του εγγράφου «IBM Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος» (αριθμός εντύπου IBM Z125-3301-14).

Όνομα Προγράμματος: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Αριθμός Προγράμματος: 5639-VF1

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

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

Πρόγραμμα Περιορισμένης Χρήσης

Αυτό το Πρόγραμμα παρέχεται μόνο για χρήση με τον κατονομασμένο υλικό εξοπλισμό ή την (τις) κατονομασμένη(-ες) σύνθεση(-εις) υλικού εξοπλισμού που προσδιορίζονται παρακάτω ή με τις αναβαθμισμένες εκδοχές τους. Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να χρησιμοποιεί αυτό το Πρόγραμμα σε συνάρτηση με οποιονδήποτε άλλο υλικό εξοπλισμό.

Κατονομασμένος υλικός εξοπλισμός ή κατονομασμένη(-ες) σύνθεση(-εις) υλικού εξοπλισμού:

IBM Storwize V7000 Unified File Module

Κώδικας με Χωριστή Άδεια Χρήσης

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

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

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

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

- (α) Η ΙΒΜ παρέχει αυτό τον Κώδικα με Χωριστή Άδεια Χρήσης στο Δικαιούχο Άδειας Χρήσης ΧΩΡΙΣ ΕΓΓΥΗΣΕΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ,
- (β) Η ΙΒΜ ΑΠΟΠΟΙΕΙΤΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΡΗΤΩΝ ΚΑΙ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ

ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟΝ ΚΩΔΙΚΑ ΜΕ ΧΩΡΙΣΤΗ ΑΔΕΙΑ ΧΡΗΣΗΣ.

- (γ) Η ΙΒΜ δεν φέρει ευθύνη προς το Δικαιούχο Άδειας Χρήσης και δεν θα υποστηρίζει, θα αποζημιώνει ή θα απαλλάσσει το Δικαιούχο Άδειας Χρήσης έναντι οποιωνδήποτε αξιώσεων που απορρέουν από ή σχετίζονται με τον Κώδικα με Χωριστή Άδεια Χρήσης, και
- (δ) Η ΙΒΜ δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημίες, ζημίες ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

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

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

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1 Remote cache version 3.5 Rsync version 3.0.0 samba version 3.6.4 CTDB 49 Rsvnc version 3.1.0dev Smartmontools version 6.0 socklib version 0.3 Ti USB version 2.6 Ti USB 3410 5052 version 1.28-1 vfs.c DataDirect Networks 6620 Controller Firmware Linux Filepath version 1.0.0 Ologic Software Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων

Το Πρόγραμμα μπορεί να περιλαμβάνει ορισμένα λειτουργικά τμήματα σε μορφή πηγαίου κώδικα ("Λειτουργικά Τμήματα Πηγαίου Κώδικα") και άλλα υλικά που προσδιορίζονται ως Υλικά Δειγμάτων. Ο Δικαιούχος Άδειας Χρήσης επιτρέπεται να αντιγράφει και να τροποποιεί Λειτουργικά Τμήματα Πηγαίου Κώδικα και Υλικά Δειγμάτων μόνο για εσωτερική χρήση, υπό τον όρο ότι η εν λόγω χρήση γίνεται 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 ΙΒΜ 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.

Περιορισμοί Εξαγωγής και Εισαγωγής

Αυτό το Πρόγραμμα μπορεί να περιέχει μηχανισμούς κρυπτογράφησης. Η μεταβίβαση του Προγράμματος σε άλλους χρήστες ή η χρήση του Προγράμματος από άλλους χρήστες μπορεί να απαγορεύεται ή να υπόκειται σε νόμους, κανονισμούς ή πολιτικές περί εξαγωγών ή εισαγωγών, συμπεριλαμβανομένων των Κανονισμών Διαχείρισης Εξαγωγών (Export Administration Regulations) των Ηνωμένων Πολιτειών. Ο Δικαιούχος Άδειας Χρήσης αναλαμβάνει κάθε ευθύνη για τη συμμόρφωση με όλους τους ισχύοντες νόμους,

κανονισμούς και πολιτικές αναφορικά με την εξαγωγή, εισαγωγή ή χρήση αυτού του Προγράμματος, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, των περιορισμών που τίθενται στις Ηνωμένες Πολιτείες σε εξαγωγές ή επανεξαγωγές. Για να πληροφορηθείτε τον κωδικό κατηγορίας εξαγωγής (export classification) για αυτό το Πρόγραμμα, ανατρέξτε στην ακόλουθη ιστοσελίδα: https://www.ibm.com/products/exporting/.

Όροι για το Συγκεκριμένο Πρόγραμμα

Οι ακόλουθες παράγραφοι με τίτλο "ΕΦΑΠΑΞ ΠΑΤΗΜΑ ΚΟΥΜΠΙΟΥ ΑΠΟΔΟΧΗΣ", "ΜΗΧΑΝΙΣΜΟΣ ΑΠΕΝΕΡΓΟΠΟΙΗΣΗΣ", "ΕΝΟΤΗΤΕΣ ΑΡΧΕΙΩΝ Storwize V7000 ΚΑΙ ΠΕΛΑΤΕΣ ΤSM", "ΜΕΤΑΒΙΒΑΣΗ ΔΙΚΑΙΩΜΑΤΩΝ ΚΑΙ ΥΠΟΧΡΕΩΣΕΩΝ ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟ ΠΡΟΓΡΑΜΜΑ" και "ΕΝΤΟΛΗ ΣΥΛΛΟΓΗΣ ΔΕΔΟΜΕΝΩΝ ΑΠΟΔΟΣΗΣ 'cninstallperfcol'" διέπουν τη χρήση του Προγράμματος εκ μέρους του Δικαιούχου Άδειας Χρήσης, ενώ με τον όρο "Πρόγραμμα" σε αυτές τις παραγράφους θα νοείται το λογισμικό Storwize V7000 Unified.

ΕΦΑΠΑΞ ΠΑΤΗΜΑ ΚΟΥΜΠΙΟΥ ΑΠΟΔΟΧΗΣ:

Το Storwize V7000 Unified περιέχει κατοχυρωμένες με άδεια χρήσης ενότητες αρχείων (file modules). Το πάτημα του κουμπιού αποδοχής από τον Δικαιούχο Άδειας Χρήσης στην πρώτη ενότητα αρχείων αντιπροσωπεύει την εκ μέρους του αποδοχή των ρων άδειας χρήσης για όλες τις ενότητες αρχείων στο Storwize V7000 Unified. Δεν απαιτείται ο Δικαιούχος Άδειας Χρήσης να πατά ένα χωριστό κουμπί αποδοχής για κάθε μεμονωμένη ενότητα αρχείων στο Storwise V7000 Unified.

ΜΗΧΑΝΙΣΜΟΣ ΑΠΕΝΕΡΓΟΠΟΙΗΣΗΣ:

Το Πρόγραμμα μπορεί να περιέχει ένα μηχανισμό απενεργοποίησης που εμποδίζει τη χρήση ορισμένων λειτουργιών.

Ο Δικαιούχος Άδειας Χρήσης δεν θα επιχειρήσει καμία επέμβαση στον εν λόγω μηχανισμό απενεργοποίησης και δεν θα προβεί κατά άλλον τρόπο στην τροποποίηση του Προγράμματος.

ENOTHΤΕΣ ΑΡΧΕΙΩΝ Storwize V7000 ΚΑΙ ΠΕΛΑΤΕΣ TSM:

Το Storwize V7000 Unified περιέχει ένα προεγκατεστημένο αντίγραφο του λειτουργικού τμήματος πελάτη του IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) και ένα προεγκατεστημένο αντίγραφο του λειτουργικού τμήματος πελάτη του IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) (όπου κάθε ένα από τα ανωτέρω λειτουργικά τμήματα πελάτη θα αναφέρεται εφεξής ως "Πελάτης Εφεδρικής Αποθήκευσης TSM").

Για κάθε ενότητα αρχείων στο Storwize V7000 Unified που είναι συνδεδεμένη σε έναν εξυπηρετητή TSM και προορίζεται για χρήση του Πελάτη Εφεδρικής Αποθήκευσης TSM, ο Δικαιούχος Άδειας Χρήσης πρέπει να έχει αποκτήσει ή να αποκτήσει:

1) άδειες χρήσης για είτε το IBM Tivoli Storage Manager V6.x. είτε το IBM Tivoli Storage Manager Extended Edition V6.x

και 2) την κατάλληλη Απόδειξη Δικαιώματος για τη χρήση του αντίστοιχου Πελάτη Εφεδρικής Αποθήκευσης TSM.

Το Storwize V7000 Unified περιέχει επίσης ένα προεγκατεστημένο αντίγραφο του λειτουργικού τμήματος πελάτη GPFS on Linux Hierchical Storage Management (HSM) του IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) (εφεξής αναφερόμενο στην παρούσα ως "Πελάτης HSM του TSM").

Για κάθε ενότητα αρχείων στο σύστημα Storwize V7000 Unified που χρησιμοποιεί τον Πελάτη HSM του TSM για τη μετάβαση αρχείων από και προς μια εξωτερική ομάδα αποθήκευσης (external storage pool) του TSM, ο Δικαιούχος Άδειας Χρήσης πρέπει να έχει αποκτήσει ή να αποκτήσει:

1) άδειες χρήσης για το IBM Tivoli Storage Manager for Space Management

και 2) την κατάλληλη Απόδειξη Δικαιώματος για τη χρήση του αντίστοιχου Πελάτη HSM του TSM.

ΜΕΤΑΒΙΒΑΣΗ ΔΙΚΑΙΩΜΑΤΩΝ ΚΑΙ ΥΠΟΧΡΕΩΣΕΩΝ ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟ ΠΡΟΓΡΑΜΜΑ:

Ο Δικαιούχος Άδειας Χρήσης δεν επιτρέπεται να μεταβιβάσει το Πρόγραμμα σε τρίτους χωριστά από τη μεταβίβαση της μηχανής στην οποία ο Δικαιούχος Άδειας Χρήσης δικαιούται να λειτουργεί το Πρόγραμμα.

Όταν προβεί στη μεταβίβαση της μηχανής και του Προγράμματος, ο Δικαιούχος Άδειας Χρήσης θα πρέπει να παράσχει ένα έντυπο αντίγραφο της Σύμβασης και, εάν χρησιμοποιείται η ηλεκτρονική χορήγηση αδειών χρήσης για το Πρόγραμμα, θα πρέπει να προβεί στη λήψη των απαραίτητων μέτρων για την εξασφάλιση της αποδοχής της Σύμβασης άδειας χρήσης από την τρίτη οντότητα στην οποία μεταβιβάζεται το Πρόγραμμα πριν την πρώτη της χρήση του Προγράμματος. Ο Δικαιούχος Άδειας Χρήσης θα πρέπει επίσης να μεταβιβάσει όλη την υπόλοιπη τεκμηρίωση που σχετίζεται με τη μηχανή ή το Πρόγραμμα.

Με οποιαδήποτε μεταβίβαση του Προγράμματος του Δικαιούχου Άδειας Χρήσης τερματίζεται η εξουσιοδότηση του Δικαιούχου Άδειας Χρήσης να χρησιμοποιεί το Πρόγραμμα βάσει της Απόδειξης Δικαιώματος.

ΕΝΤΟΛΗ ΣΥΛΛΟΓΗΣ ΔΕΔΟΜΕΝΩΝ ΑΠΟΔΟΣΗΣ "cninstallperfcol":

Με την εκτέλεση της εντολής cninstallperfcol του Storwize V7000 Unified θα εγκατασταθεί το εργαλείο γραμμής εντολών για τη συλλογή δεδομένων απόδοσης στο Storwize V7000 Unified. Η διεπαφή του εργαλείου γραμμής εντολών αποτελεί μια πρόωρη έκδοση που παρέχεται για σκοπούς διενέργειας δοκιμών πριν το εργαλείο γίνει διαθέσιμο στο εμπόριο, η οποία μπορεί να βρίσκεται ακόμα υπό ανάπτυξη και κατά συνέπεια ενδέχεται να μην είναι αξιόπιστη.

Αποκλειστικά για τους σκοπούς αυτής της διεπαφής εργαλείου γραμμής εντολών, οι ακόλουθοι όροι ισχύουν και κατισχύουν των όρων εγγύησης που περιλαμβάνονται στη σύμβαση άδειας χρήσης της ΙΒΜ που παρέχεται με το Πρόγραμμα:

ΠΕΡΑΝ ΤΩΝ ΠΡΟΒΛΕΠΟΜΕΝΩΝ ΑΠΌ ΤΟ ΝΌΜΟ ΕΓΓΥΗΣΕΩΝ Ο ΑΠΟΚΛΕΙΣΜΟΣ ΤΩΝ ΟΠΟΙΩΝ ΔΕΝ ΕΙΝΑΙ ΔΥΝΑΤΟΣ, Η ΙΒΜ ΔΕΝ ΠΑΡΕΧΕΙ ΕΓΓΥΗΣΕΙΣ Ή ΥΠΟΣΧΕΣΕΙΣ, ΡΗΤΕΣ Ή ΣΙΩΠΗΡΕΣ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟ ΠΡΟΓΡΑΜΜΑ Ή ΤΗΝ ΥΠΟΣΤΗΡΙΞΗ ΤΟΥ ΠΡΟΓΡΑΜΜΑΤΟΣ, ΕΑΝ ΠΑΡΕΧΕΤΑΙ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΩΝ. ΕΝΛΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ. ΟΠΟΙΩΝΛΗΠΟΤΕ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ Ή ΥΠΟΣΧΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ. ΙΚΑΝΟΠΟΙΗΤΙΚΗΣ ΠΟΙΟΤΗΤΑΣ. ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟΥΣ ΣΚΟΠΟΥΣ ΚΑΙ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ. ΚΑΙ ΟΠΟΙΑΣΔΗΠΟΤΕ ΕΓΓΥΗΣΗΣ Ή ΥΠΟΣΧΕΣΗΣ ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ ΤΡΙΤΩΝ. ΣΕ ΟΡΙΣΜΕΝΕΣ ΧΩΡΕΣ Ή ΔΙΚΑΙΟΔΟΣΙΕΣ ΔΕΝ ΕΠΙΤΡΕΠΕΤΑΙ Ο ΑΠΟΚΛΕΙΣΜΟΣ ΡΗΤΩΝ Ή ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ, ΕΠΟΜΕΝΩΣ, Ο ΑΝΩΤΕΡΩ ΑΠΟΚΛΕΙΣΜΟΣ ΕΝΔΕΧΕΤΑΙ ΝΑ ΜΗΝ ΙΣΧΥΕΙ ΓΙΑ ΤΟ ΔΙΚΑΙΟΥΧΟ ΑΔΕΙΑΣ ΧΡΗΣΗΣ. ΣΤΗΝ ΠΕΡΙΠΤΩΣΗ ΑΥΤΗ, Η ΙΣΧΥΣ ΤΩΝ ΔΙΑΤΑΞΕΩΝ ΤΩΝ ΕΝ ΛΟΓΩ ΕΓΓΥΗΣΕΩΝ ΠΕΡΙΟΡΙΖΕΤΑΙ ΣΤΗ ΔΙΑΡΚΕΙΑ ΤΗΣ ΕΛΑΧΙΣΤΗΣ ΧΡΟΝΙΚΗΣ ΠΕΡΙΟΔΟΥ ΠΟΥ ΑΠΑΙΤΕΙΤΑΙ ΑΠΟ ΤΟ NOMO. ΜΕΤΑ ΤΗ ΛΗΞΗ ΑΥΤΗΣ ΤΗΣ ΠΕΡΙΟΛΟΥ ΛΕΝ ΙΣΧΥΕΙ ΚΑΜΙΑ ΕΓΓΥΗΣΗ. ΣΕ ΟΡΙΣΜΕΝΕΣ ΧΩΡΕΣ Ή ΛΙΚΑΙΟΛΟΣΙΕΣ ΛΕΝ ΕΠΙΤΡΕΠΟΝΤΑΙ ΠΕΡΙΟΡΙΣΜΟΙ ΣΤΗ ΛΙΑΡΚΕΙΑ ΙΣΧΥΟΣ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ. ΕΠΟΜΕΝΩΣ. Ο ΑΝΩΤΕΡΩ ΠΕΡΙΟΡΙΣΜΟΣ ΕΝΛΕΧΕΤΑΙ ΝΑ ΜΗΝ ΙΣΧΥΕΙ ΓΙΑ ΤΟ ΛΙΚΑΙΟΥΧΟ ΑΛΕΙΑΣ ΧΡΗΣΗΣ. Ο ΔΙΚΑΙΟΥΧΟΣ ΑΔΕΙΑΣ ΧΡΗΣΗΣ ΕΝΔΕΧΕΤΑΙ ΝΑ ΔΙΑΘΕΤΕΙ ΠΕΡΑΙΤΕΡΩ ΔΙΚΑΙΩΜΑΤΑ ΠΟΥ ΔΙΑΦΕΡΟΥΝ ΑΝΑΛΟΓΑ ΜΕ ΤΗ ΧΩΡΑ Ή ΤΗΝ ΙΣΧΥΟΥΣΑ ΔΙΚΑΙΟΔΟΣΙΑ. ΜΕ ΤΗΝ ΕΞΑΙΡΕΣΗ ΤΩΝ ΟΣΩΝ ΠΡΟΒΛΕΠΟΝΤΑΙ ΣΤΗΝ ΠΑΡΟΥΣΑ. ΟΙ ΟΡΟΙ ΤΗΣ ΑΔΕΙΑΣ ΧΡΗΣΗΣ ΔΙΕΠΟΥΝ ΑΥΤΌ ΤΟ ΕΡΓΑΛΕΙΟ.

INFORMASI LISENSI

Program-program yang tercantum di bawah ini diberi lisensi berdasarkan syarat dan ketentuan berikut ini selain syarat dan ketentuan dari IBM Perjanjian Lisensi Program Internasional (nomor formulir IBM Z125-3301-14).

Nama Program: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Nomor Program: 5639-VF1

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

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

Program untuk Penggunaan Terbatas

Program ini dipasok hanya untuk digunakan dengan perangkat keras atau konfigurasi(-konfigurasi) perangkat keras yang diberi nama yang telah diidentifikasi di bawah ini atau peningkatan-peningkatan perangkat keras dan konfigurasi perangkat keras tersebut. Pemegang Lisensi dilarang menggunakan Program ini terkait dengan perangkat keras lainnya.

Perangkat keras atau konfigurasi(-konfigurasi) perangkat keras yang diberi nama: IBM Storwize V7000 Unified File Module

Kode Berlisensi Terpisah

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

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

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

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

- (a) IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA GARANSI APA PUN;
- (b) IBM MELEPASKAN SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT TERMASUK, TETAPI TIDAK TERBATAS PADA, GARANSI KEPEMILIKAN, JAMINAN TIDAK ADANYA PELANGGARAN ATAU CAMPUR TANGAN SERTA JAMINAN DAN KETENTUAN SECARA TERSIRAT TENTANG KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU, TERKAIT DENGAN KODE BERLISENSI TERPISAH:

- (c) IBM tidak bertanggung jawab kepada Pemegang Lisensi, dan tidak akan membela, memberikan ganti rugi kepada, atau membebaskan Pemegang Lisensi atas setiap tuntutan yang timbul dari atau terkait dengan Kode Berlisensi Terpisah; dan
- (d) IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tak langsung, tambahan, khusus, biasa, hukuman atau sebab-akibat termasuk, tetapi tidak terbatas pada, kehilangan data, simpanan, dan laba yang terkait dengan Kode Berlisensi Terpisah.

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

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

Berikut ini adalah Kode Berlisensi Terpisah:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PvWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49 Rsync version 3.1.0dev Smartmontools version 6.0 socklib version 0.3 Ti USB version 2.6 Ti USB 3410 5052 version 1.28-1 vfs.c DataDirect Networks 6620 Controller Firmware Linux Filepath version 1.0.0 **Qlogic Software** Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Komponen Sumber dan Material Contoh

Program dapat mencakup beberapa komponen dalam bentuk kode sumber ("Komponen Sumber") dan beberapa material lain yang dikenal sebagai Material Contoh. Pemegang Lisensi dapat menyalin dan memodifikasi Komponen-komponen Sumber dan Material Contoh untuk penggunaan internal hanya dengan ketentuan bahwa penggunaan tersebut dalam batas-batas hak lisensi berdasarkan Perjanjian ini, akan tetapi dengan ketentuan bahwa Pemegang Lisensi tidak dapat mengubah atau menghapus setiap informasi atau pemberitahuan tentang hak cipta yang terdapat dalam Komponen-komponen Sumber atau Material Contoh. IBM memberikan Komponen-komponen Sumber dan Material Sampel tanpa adanya kewajiban dukungan dan "APA 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.

Pembatasan Ekspor dan Impor

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

Syarat-syarat unik Program

Ayat-ayat berikut ini yang berjudul "CLICK-TO-ACCEPT ONCE", "PERANGKAT YANG MENONAKTIFKAN", " KLIEN TSM DAN MODUL FILE Storwize V7000", "TRANSFER HAK DAN KEWAJIBAN PROGRAM", dan "PERINTAH PENGUMPULAN KINERJA 'cninstallperfcol'": berlaku untuk penggunaan Program oleh Pemegang Lisensi, dan istilah "Program" dalam ayat-ayat ini adalah perangkat lunak Storwize V7000 Unified.

CLICK-TO-ACCEPT ONCE:

Storwize V7000 Unified berisi modul-modul file yang dilisensikan. Click-to-accept (Klik untuk menerima) yang dilakukan oleh Pemegang Lisensi pada modul file pertama menegaskan penerimaan Pemegang Lisensi terhadap ketentuan lisensi untuk semua modul file di dalam Storwize V7000 Unified. Pemegang Lisensi tidak perlu melakukan click-to-accept untuk setiap modul file individual dalam Storwize V7000 Unified.

PERANGKAT YANG MENONAKTIFKAN:

Program ini mungkin berisi perangkat penonaktif yang akan mencegah digunakannya fitur-fitur tertentu.

Pemegang Lisensi tidak boleh merusak perangkat penonaktif tersebut atau mengubah Program.

CLIENT TSM DAN MODUL FILE Storwize V7000:

Storwize V7000 Unified berisi salinan pramuat komponen client IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) dan salinan pramuat komponen client IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) (di sini secara individual disebut sebagai "Client Cadangan TSM").

Untuk setiap modul file dalam Storwize V7000 Unified yang tersambung ke server TSM dan dimaksudkan untuk menggunakan Client Cadangan TSM, Pemegang Lisensi secara terpisah harus telah memperoleh atau harus memperoleh:

1) lisensi untuk IBM Tivoli Storage Manager V6.x. atau IBM Tivoli Storage Manager Extended Edition V6.x

dan 2) Bukti Kepemilikan yang tepat untuk menggunakan Client Cadangan TSM yang berlaku.

Storwize V7000 Unified juga berisi salinan pramuat GPFS di komponen client Linux Hierchical Storage Management (HSM) IBM Tivoli Storage Manager untuk Space Management (IBM Program 5608-E12) (di sini secara individual disebut sebagai "Client TSM HSM").

Untuk setiap modul file dalam Storwize V7000 Unified yang menggunakan Client TSM HSM untuk memigrasikan file ke dan dari pool penyimpanan TSM eksternal, Pemegang Lisensi secara terpisah harus telah memperoleh atau harus memperoleh:

1) lisensi untuk IBM Tivoli Storage Manager for Space Management

dan 2) Bukti Kepemilikan yang tepat untuk menggunakan Client TSM HSM yang berlaku.

TRANSFER HAK DAN KEWAJIBAN PROGRAM

Pemegang Lisensi tidak dapat mentransfer Program kepada pihak lainnya secara terpisah dari transfer mesin tempat Pemegang Lisensi berhak mengoperasikan Program.

Pada saat mesin dan Program ditransfer, Pemegang Lisensi harus memberikan salinan cetak Perjanjian dan, apabila pemberian lisensi elektronik digunakan untuk Program, mengambil tindakan-tindakan yang diperlukan yang akan mewajibkan penerimaan Perjanjian dengan cara elektronik oleh pihak penerima transfer sebelum penggunaan Program pertama kali. Pemegang Lisensi juga harus mentransfer semua dokumentasi lain yang terkait dengan mesin atau Program.

Setiap transfer Program Penerima Lisensi mengakhiri otorisasi Pemegang Lisensi untuk menggunakan Program berdasarkan Bukti Kepemilikan.

PERINTAH PENGUMPULAN KINERJA "cninstallperfcol":

Mengeluarkan perintah Storwize V7000 Unified cninstallperfcol akan menginstal alat baris perintah pengumpulan kinerja di Storwize V7000 Unified. Interface alat baris perintah merupakan rilis awal untuk tujuan pengujian sebelum disediakan secara komersial dan mungkin masih dikembangkan, sehingga mungkin masih belum dapat diandalkan.

Dengan tujuan interface alat baris perintah ini semata, ketentuan berikut ini akan diberlakukan dan menggantikan ketentuan garansi dalam perjanjian lisensi IBM yang disertakan bersama Program:

DENGAN TUNDUK KEPADA SETIAP JAMINAN YANG DIDASARKAN PADA UNDANG-UNDANG YANG TIDAK DAPAT DIKECUALIKAN, IBM TIDAK MEMBERIKAN JAMINAN ATAU KETENTUAN APA PUN, SECARA TEGAS ATAU TERSIRAT, TENTANG PROGRAM ATAU DUKUNGAN, APABILA ADA,

TERMASUK, TETAPI TIDAK TERBATAS PADA, SETIAP IAMINAN ATAU KETENTUAN APA PUN YANG TERSIRAT TENTANG KELAYAKAN UNTUK DIPERIUALBELIKAN, KUALITAS YANG MEMUASKAN, KESESUAIAN UNTUK TUJUAN TERTENTU, DAN HAK MILIK, SERTA SETIAP JAMINAN ATAU KETENTUAN TENTANG TIDAK ADANYA PELANGGARAN. BEBERAPA NEGARA ATAU YURISDIKSI TIDAK MEMPERBOLEHKAN PENGECUALIAN TENTANG IAMINAN SECARA TEGAS ATAU TERSIRAT. OLEH KARENA ITU. PENGECUALIAN DI ATAS MUNGKIN TIDAK BERLAKU UNTUK PEMEGANG LISENSI. DALAM HAL TERSEBUT, JAMINAN-JAMINAN TERSEBUT DIBATASI SELAMA PERIODE MINIMUM YANG DIWAJIBKAN OLEH UNDANG-UNDANG. TIDAK ADA IAMINAN APA PUN YANG BERLAKU SETELAH PERIODE TERSEBUT. BEBERAPA NEGARA ATAU YURISDIKSI TIDAK MEMPERBOLEHKAN ADANYA BATASAN TENTANG BERAPA LAMA IAMINAN YANG TERSIRAT BERLAKU. OLEH KARENA ITU, BATASAN DI ATAS MUNGKIN TIDAK BERLAKU UNTUK PEMEGANG LISENSI, PEMEGANG LISENSI MUNGKIN MEMILIKI HAK LAINNYA YANG BERBEDA-BEDA ANTARA NEGARA YANG SATU DENGAN NEGARA YANG LAIN ATAU ANTARA YURISDIKSI YANG SATU DENGAN YURISDIKSI YANG LAIN. KECUALI BILA DINYATAKAN DI SINI. KETENTUAN LISENSI INI BERLAKU PADA ALAT INI.

INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi descritti di seguito sono forniti in licenza in base alle seguenti clausole e condizioni che integrano quelle di IBM Accordo Internazionale di Licenza di Programmi (Form number IBM Z125-3301-14).

Nome Programma: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Numero Programma: 5639-VF1

Come descritto nell'International Program License Agreement ("IPLA") e in queste Informazioni sulla Licenza, IBM concede al licenziatario un diritto limitato di utilizzare il Programma. Questo diritto è limitato al livello di Uso Autorizzato, come Processor Value Unit ("PVU"), Value Unit ("VU"), o altro livello di utilizzo specificato, pagato dal licenziatario come evidenziato nella Prova di Titolarità. L'utilizzo del licenziatario può anche essere limitato ad una macchina specifica, o solo come Programma di Supporto, o soggetto ad altre limitazioni. Poichè il licenziatario non ha pagato per tutto il valore economico del Programma, non è consentito nessun altro utilizzo senza il pagamento di canoni aggiuntivi. Inoltre, come dichiarato nell'IPLA, il licenziatario non può utilizzare il Programma per fornire servizi IT commerciali a terze parti, fornire hosting o timesharing commerciali, o sublicenziare, noleggiare o concedere in leasing il Programma se non espressamente stabilito negli accordi applicabili in base ai quali il licenziatario ottiene autorizzazioni all'utilizzo del Programma. Il licenziatario può ottenere altri diritto a seguito del pagamento di canoni aggiuntivi o in base a clausole diverse o supplementari. IBM si riserva il diritto di determinare se tali diritti aggiuntivi possano essere disponibili per il licenziatario.

Le specifiche del Programma si possono trovare nelle sezioni pubbliche Descrizioni e Informazioni Tecniche delle Lettere d'Annuncio del Programma.

Programma ad utilizzo limitato

Questo Programma è fornito solo per essere utilizzato con l'hardware stabilito o le configurazioni hardware definite di seguito o i loro aggiornamenti. Al licenziatario è vietato utilizzare questo Programma insieme ad altro hardware.

Hardware stabilito o configurazioni hardware: IBM Storwize V7000 Unified File Module

Codice concesso in licenza separatamente

Le dichiarazioni di questo paragrafo non si applicano laddove ritenute invalide o inapplicabili in base alle norme che regolano la presente licenza. Ciascuna delle componenti elencate di seguito viene considerata "Codice concesso in licenza separatamente". Il Codice concesso in licenza separatamente di IBM è concesso in licenza al licenziatario in base alle clausole dell'accordo di licenza di terze parti applicabile stabilite nei file NON_IBM_LICENSE che accompagnano il Programma.

Nonostante le clausole dell'Accordo, o di qualsiasi altro accordo stipulato dal licenziatario con IBM, le clausole di tali accordi di licenza di terze parti regoleranno l'utilizzo di tutto il Codice concesso in licenza separatamente da parte del licenziatario salvo quanto diversamente dichiarato di seguito.

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

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

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

- (a) IBM fornisce questo Codice concesso in licenza separatamente al licenziatario SENZA GARANZIE DI ALCUN TIPO;
- (b) IBM NON FORNISCE ALCUNA GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O SENZA INTERFERENZE E GARANZIE IMPLICITE E CONDIZIONI DI COMMERCIABILITÀ ED IDONEITÀ PER UNO SCOPO PARTICOLARE, RELATIVAMENTE AL CODICE CONCESSO IN LICENZA SEPARATAMENTE;
- (c) IBM non è responsabile nei confronti del licenziatario, e non difenderà, indennizzerà o proteggerà il licenziatario da qualsiasi pretesa derivante dal Codice concesso in licenza separatamente o ad esso relativa; e
- (d) IBM non è responsabile per alcun danno diretto, indiretto, incidentale o consequenziale, inclusi a titolo di esempio, perdita di dati, perdita di risparmi o mancati profitti, relativi al Codice concesso in licenza separatamente.

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

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

I seguenti sono Codici concessi in licenza separatamente:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49

Rsvnc version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Componenti Sorgente e Materiali di Esempio

Il Programma può includere alcune componenti in formato di codice sorgente ("Componenti Sorgente") e altri materiali identificati come Materiali di esempio. Il licenziatario può copiare e modificare le Componenti Sorgente e i Materiali di Esempio per uso interno solo a condizione che tale uso sia nei limiti dei diritti di licenza previsti in base al presente Accordo, a condizione tuttavia che il licenziatario non possa alterare o eliminare alcuna informazione sul copyright o avviso contenuto nelle Componenti Sorgente e nei Materiali di Esempio. IBM fornisce le Componenti Sorgente e i Materiali di Esempio senza obbligo di supporto e "NELLO STATO IN CUI SI TROVANO," SENZA GARANZIE, ESPRESSE O IMPLICITE, INCLUSE GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O INTERFERENZA E LE GARANZIE E LE CONDIZIONI IMPLICITE DI COMMERCIABILITA' E IDONEITA' PER UNO SCOPO PARTICOLARE.

Limitazioni sull'esportazione e importazione

Questo Programma può contenere crittografia. Il trasferimento a o l'utilizzo da parte di utenti del Programma può essere vietato o soggetto a leggi, normative o politiche sull'esportazione o l'importazione, relative a quelle delle Normative Amministrative sull'Esportazione degli Stati Uniti. Il licenziatario si assume tutta la responsabilità nell'osservare tutte le leggi applicabili, le normative e le politiche relative all'esportazione, all'importazione o all'utilizzo di questo Programma, incluse, ad esempio, le limitazioni del Governo degli Stati Uniti sulle esportazioni o ri-esportazioni. Per ottenere la classificazione di esportazione di questo Programma su: https://www.ibm.com/products/exporting/.

Disposizioni specifiche al Programma

I seguenti paragrafi intitolati "FARE CLIC PER ACCETTARE UNA VOLTA", "DISPOSITIVO DI DISABILITAZIONE", "MODULI FILE Storwize V7000 E CLIENT TSM", "TRASFERIMENTO DI DIRITTI E OBBLIGHI RELATIVI AL PROGRAMMA", e "COMANDO DI RACCOLTA PRESTAZIONI 'cninstallperfcol'": si applicano all'utilizzo del Programma da parte del licenziatario, e il termine "programma" in questi paragrafi si riferisce al software Storwize V7000 Unified.

FARE CLIC PER ACCETTARE UNA VOLTA:

Storwize V7000 Unified contiene moduli di file autorizzati. L'opzione fare clic per accettare del licenziatario al primo modulo rappresenta l'accettazione da parte del licenziatario delle clausole di licenza per tutti i moduli di file in Storwize V7000 Unified. Al licenziatario non è richiesto di eseguire il click-to-accept per ogni singolo modulo di file in Storwize V7000 Unified

DISPOSITIVO DI DISABILITAZIONE:

Il Programma può contenere un dispositivo di disabilitazione per impedire l'utilizzo di determinate funzioni.

Il licenziatario non potrà manomettere tale dispositivo o in altro modo cambiare il Programma.

MODULI DI FILE Storwize V7000 E CLIENT TSM:

Storwize V7000 Unified contiene una copia precaricata della componente client di IBM Tivoli Storage Manager V6.x (Programma IBM 5608-E01) e una copia precaricata della componente client di IBM Tivoli Storage Manager Extended Edition V6.x (Programma IBM 5608-E02) (d'ora in poi definiti singolarmente "Client di Backup TSM").

Per ogni modulo di file in Storwize V7000 Unified connesso ad un server TSM e inteso per utilizzare il Client di Backup TSM, il licenziatario deve aver ottenuto separatamente o deve ottenere.

- 1) licenze per IBM Tivoli Storage Manager V6.x. o IBM Tivoli Storage Manager Extended Edition V6.x
- e 2) una Prova di Titolarità appropriata per utilizzare il Client di Backup TSM applicabile.

Storwize V7000 Unified contiene anche una copia precaricata della componente client GPFS on Linux Hierchical Storage Management (HSM) di IBM Tivoli Storage Manager for Space Management (Programma IBM 5608-E12) (d'ora in avanti definito singolarmente "Client TSM HSM").

Per ogni modulo di file nel sistema Storwize V7000 Unified che utilizza il Client TSM HSM per migrare file da e verso un pool di storage TSM esterno, il licenziatario deve aver ottenuto separatamente o deve ottenere.

- 1) licenze per IBM Tivoli Storage Manager for Space Management
- e 2) una Prova di Titolarità appropriata per utilizzare il Client di HSM TSM applicabile.

TRASFERIMENTO DI DIRITTI E OBBLIGHI DEL PROGRAMMA:

Il licenziatario non può trasferire il Programma a terzi separatamente dal trasferimento della macchina su cui è autorizzato a far funzionare il Programma.

Quando la macchina ed il Programma sono trasferiti, il licenziatario deve fornire una copia cartacea dell'Accordo e, se viene utilizzata una licenza elettronica per il Programma, procedere all'accettazione elettronica dell'Accordo da parte di chi ha eseguito il trasferimento prima di utilizzare per la prima volta il Programma. Il licenziatario dovrà anche trasferire tutta la documentazione relativa alla macchina o al Programma.

Qualsiasi trasferimento del Programma del licenziatario determinerà la revoca della propria autorizzazione ad utilizzare i Programmi in base alla PoE (Prova di Titolarità).

COMANDO DI RACCOLTA PRESTAZIONI "cninstallperfcol":

il comando cninstallperfcol di Storwize V7000 Unified installa il tool della barra comandi di raccolta prestazioni in Storwize V7000 Unified. L'interfaccia del tool della barra comandi è un release anticipato per scopi di test prima che sia reso commercialmente disponibile e può essere ancora in fase di sviluppo e pertanto, è potenzialmente inaffidabile.

Solo ai fini di questa interfaccia del tool della riga comandi, le seguenti clausole si applicano e sostituiscono le clausole di garanzia nell'accordo di licenza IBM fornito con il Programma:

FATTE SALVE LE GARANZIE INDEROGABILI DI LEGGE, IBM NON FORNISCE GARANZIE O CONDIZIONI, ESPRESSE O IMPLICITE, RELATIVE AL PROGRAMMA O AL SUPPORTO, SE ESISTENTE, INCLUSE, MA NON LIMITATE A, GARANZIE O CONDIZIONI IMPLICITE DI COMMERCIABILITA', DI OUALITA', IDONEITA' PER UNO SCOPO PARTICOLARE, E TITOLARITA', E NON VIOLAZIONE. POICHÉ LA LEGISLAZIONE DI ALCUNI PAESI NON CONSENTE L'ESCLUSIONE DELLE GARANZIE ESPRESSE O IMPLICITE, LA SUDDETTA ESCLUSIONE POTREBBE NON ESSERE APPLICABILE. IN TAL CASO. TALI GARANZIE SARANNO LIMITATE ALLA DURATA DEL PERIODO MINIMO PREVISTO DALLA LEGGE. NESSUNA GARANZIA E' APPLICABILE DOPO TALE PERIODO. POICHÉ LA LEGISLAZIONE DI ALCUNI PAESI NON CONSENTE LIMITAZIONI BASATE SULLA DURATA DI UNA GARANZIA IMPLICITA, LA SUDDETTA LIMITAZIONE POTREBBE NON ESSERE APPLICABILE. IL LICENZIATARIO PUO' OTTENERE ULTERIORI DIRITTI DERIVANTI DALLA LEGISLAZIONE SPECIFICA DI CIASCUN PAESE. SALVO QUANTO QUI STABILITO, LE CLAUSOLE DI QUESTA LICENZA SI APPLICANO A QUESTO TOOL.

ライセンス情報

以下に表示されている「プログラム」には、IBM プログラムのご使用条件 (IBM 資料番号 Z125-3301-14)および次の追加条件に基づいて使用権が許諾されます。

プログラム名: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 プログラム番号: 5639-VF1

IBM プログラムのご使用条件 (以下「IPLA」といいます。)、および本「ライセンス 情報」に記載されている通り、IBM は、ライセンシーに対し、「プログラム」を使用 する制限付き権利を付与されます。 この権利は、プロセッサー Value Unit (以下 「PVU」といいます。)、Value Unit (以下「VU」といいます。)、またはその他の特定 の使用レベルなど、ライセンス証書に明記されている通り、ライセンシーが支払う料 金により許可された使用レベルに限定されます。 ライセンシーの使用は、特定の機 械、従プログラムとしてのみ、またはその他の制約事項に制限される場合もありま す。 ライセンシーが、すべての「プログラム」の経済的価値を支払っていない場合、 追加料金を支払わない限り、他のいかなる使用も許可されません。 さらに、IPLA に 記載されている通り、ライセンシーが「プログラム」の使用許諾を得るときに適用さ れる使用条件で明示されている場合を除き、ライセンシーは、第三者に対し商業用 IT サービスを提供し、商業用ホスティング、またはタイム・シェアリングの提供、「プ ログラム」のサブライセンス、賃借、あるいはリースするために「プログラム」を使 用することはできません。 追加の権利は、追加料金の支払いに従う、または異なっ た、もしくは補足条件に基づくライセンシーによって利用可能となります。 IBM は、ライセンシーがかかる追加の権利を利用できるか決定する権限を有するものとし ます。

「プログラム」の仕様は、「プログラム」の発表レターに共通の「技術情報」の項で 確認してください。

使用制限付きプログラム

「プログラム」は、以下の指定ハードウェアもしくはハードウェア構成、またはそれらのアップグレードと共に使用する目的に限って提供されます。ライセンシーは、「プログラム」を他のハードウェアと関連して使用することはできません。

指定ハードウェアまたはハードウェア構成: IBM Storwize V7000 Unified File Module

別途使用許諾されるコード

本項の条項が、適用法により無効または履行強制ができないとされた場合、当該条項は適用されません。 下記コンポーネントはそれぞれ、「別途使用許諾されるコード」と見なされます。 IBM の別途使用許諾されるコードは 「プログラム」に添付されるNON_IBM_LICENSE ファイルに記載されている該当する第三者の使用条件の条項に基づいてライセンシーに使用許諾されます。 本使用条件またはライセンシーが IBM と

の間で取り交わしたその他の契約にかかわらず、下記に別段の記載がない限り、かかる第三者の使用条件の条項が、すべての別途使用許諾されるコードの使用に適用されます。

将来の「プログラム」の更新版もしくはフィックスには、別途使用許諾されるコードが追加される場合があります。 追加された別途使用許諾されるコードおよび関連する使用権は、「プログラム」の更新版もしくはフィックスに添付される

NON IBM LICENSE ファイルに記載されます。 ライセンシーは、

NON_IBM_LICENSE ファイルに含まれている使用許諾契約を読み、同意したものとみなされます。 これらの第三者の使用許諾契約の条項に同意しない限り、ライセンシーは別途使用許諾されるコードを使用することはできません。

ライセンシーが最初の使用権取得者であり IBM プログラムのご使用条件 (以下「IPLA」といいます。) もしくは IBM プログラムのご使用条件 (保証適用外プログラム用) (以下「ILAN」といいます。) に基づいて取得した「プログラム」について、第三者の使用許諾契約に同意しない場合には、IPLAまたは ILANの「解約可能期間」の条項に従って「プログラム」を返却することができます。

注: 第三者の使用条件、本使用条件またはライセンシーが IBM との間で取り交わした その他の条件にかかわらず、以下の各号が適用されます。

- (a) IBM はライセンシーに別途使用許諾されるコードを提供しますが、いかなる保証も提供しません。
- (b) IBM は、別途使用許諾されるコードに関して、法律上の瑕疵担保責任を含め、 第三者の権利の不侵害の保証、商品性の保証、特定目的適合性の保証、権原の保証 を含むすべての明示または黙示のいかなる保証責任も負わないものとします。
- (c) IBM は、別途使用許諾されるコードに起因する、または別途使用許諾されるコードに関するいかなる請求についても、ライセンシーを防御することなく、ライセンシーに対していかなる賠償責任または補償責任も負わないものとします。
- (d) IBM は、データの喪失、節約すべかりし費用および逸失利益など別途使用許諾されるコードに関するいかなる直接的、間接的、特別、偶発的、懲罰的、あるいは結果的損害に対しても責任を負わないものとします。

ドイツおよびオーストリアにおいては、これらの免責にかかわらず、「別途使用許諾されるコード」に対する IBM の保証および賠償責任は、IBM 使用許諾条件中のドイツおよびオーストリアに適用されるそれぞれの条項にのみ従うものとします。

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

以下は、別途使用許諾されるコードです。

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsvnc version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

ソース・コンポーネントおよびサンプル資料

「プログラム」には、ソース・コード形式のいくつかのコンポーネント (以下「ソース・コンポーネント」といいます。) およびサンプル資料として規定されるその他の資料が含まれています。 ライセンシーは、本使用条件に基づく使用権の制限の範囲内で、ソース・コンポーネントおよびサンプル資料を社内での使用に限り、複製および修正することができます。ただし、ライセンシーは、ソース・コンポーネントまたは

サンプル資料に含まれている著作権情報または特記事項を変更または削除することはできません。 IBM は、ソース・コンポーネントおよびサンプル資料を、サポート義務を負わずに現存のままの状態で提供し、法律上の瑕疵担保責任を含め、権原の保証、第三者の権利の不侵害の保証、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。

輸出入に関する制限

本「プログラム」には、暗号化機能が含まれています。「プログラム」のユーザーへの移転またはユーザーによる使用は、米国の輸出管理規則を含めた輸出入関連法令および政策によって禁止される場合があり、また、それらの定めに従う必要があることをご承知おきください。 ライセンシーは、米国の輸出または再輸出規制を含め (これに限るものではありません。)、「プログラム」の輸出、輸入、または使用に関するすべての適用法令および政策を遵守する責任を負うものとします。 この「プログラム」の輸出分類については、 https://www.ibm.com/products/exporting/ を参照してください。

特記事項

以下の「CLICK-TO-ACCEPT ONCE」、「自動使用停止機能」、「Storwize V7000 ファイル・モジュールおよび TSM Client」、「プログラムの権利および義務の移転」、および「パフォーマンス・コレクション・コマンド 'cninstallperfcol'」という表題の項は、ライセンシーの「プログラム」の使用に適用されます。これらの項における「プログラム」という用語は、Storwize V7000 Unified ソフトウェアを意味します。

CLICK-TO-ACCEPT ONCE:

Storwize V7000 Unified には、使用許諾されたファイル・モジュールが含まれています。最初のファイル・モジュールにおけるライセンシーの click-to-accept は、Storwize V7000 Unified においてすべてのファイル・モジュールの使用条件にライセンシーが同意することを示します。ライセンシーは、Storwize V7000 Unified において個々のファイル・モジュールごとに click-to-accept を実行する必要はありません。

自動使用停止機能:

「プログラム」は、いくつかの機能を自動的に使用不可能とする機能を有する場合があります。

ライセンシーは、この自動使用停止機能または「プログラム」を変更しないものとします。

Storwize V7000 ファイル・モジュールおよび TSM Client:

Storwize V7000 Unified には、IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) のクライアント・コンポーネントのプリロード・コピー、および IBM

Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) のクライアント・コンポーネントのプリロード・コピー (以下、個々に「TSM Backup Client」といいます。) が含まれています。

TSM サーバーに接続され、TSM Backup Client の使用を意図する Storwize V7000 Unified のファイル・モジュールそれぞれについて、ライセンシーは、以下をすでに取得済みであるか、または別途取得するものとします。

- 1) IBM Tivoli Storage Manager V6.x. または IBM Tivoli Storage Manager Extended Edition V6.x のいずれかの使用権
- 2) 該当する TSM Backup Client を使用するための適切なライセンス証書

Storwize V7000 Unified には、IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) の Linux Hierchical Storage Management (HSM) クライアント・コンポーネント上の GPFS のプリロード・コピー (以下、個々に「TSM HSM Client」といいます。) も含まれています。

外部 TSM ストレージ・プールに (またはから) ファイルを移行するために TSM HSM Client を使用する Storwize V7000 Unified システム内のファイル・モジュール それぞれについて、ライセンシーは、以下をすでに取得済みであるか、または別途取得するものとします。

- 1) IBM Tivoli Storage Manager for Space Management の使用権
- 2) 該当する TSM HSM Client を使用するための適切なライセンス証書

プログラムの権利および義務の移転

ライセンシーは「プログラム」を操作することができる機械の移転とは別に、「プログラム」だけを第三者に移転することはできません。

機械と「プログラム」が移転される場合、ライセンシーは印刷された使用条件を移転 先のお客様に提供してください。また「プログラム」に電子的使用許諾が用いられて いる場合には、「プログラム」の最初の使用に先立って移転先のお客様による使用条 件の電子受諾が必要となるようしかるべき処置を行ってください。 ライセンシーは、 機械もしくは「プログラム」に関連するすべての文書も移転する必要があります。

ライセンシーの「プログラム」の移転に伴い、「ライセンス証書」に規定されたライセンシーの使用権は終了します。

パフォーマンス・コレクション・コマンド "cninstallperfcol":

Storwize V7000 Unified コマンド cninstallperfcol を実行すると、パフォーマンス・コレクション・コマンド行ツールが Storwize V7000 Unified にインストールされます。

コマンド行ツール・インターフェースは、一般的に利用可能となる前に、テスト目的で早期提供されるものです。開発途中の場合もあるため、信頼性が低い可能性があります。

当該コマンド行ツール・インターフェースに限り、以下の条件が、「プログラム」と共に提供される IBM プログラムのご使用条件の保証条件に優先して適用されるものとします。

強行規定に反する場合を除き、IBM は本件プログラムまたはサポート (提供される場合)を特定物として現存するままの状態で提供し、法律上の瑕疵担保責任、商品性の保証、十分な品質の保証、特定目的適合性の保証、権原の保証、および第三者の権利の不侵害の保証を含む明示もしくは黙示のいかなる保証責任も負わないものとします。 国または地域によっては、強行規定により保証責任の制限が禁じられる場合があり、この場合上記の保証責任の制限はライセンシーに適用されません。 この場合の保証も法律で要求される最短の期間内に限定され、 当該保証期間終了後は、いかなる保証も適用されません。 国または地域によっては、法律の強行規定により、保証の適用期間の制限が禁じられている場合があり、この場合上記の保証の適用期間の制限はライセンシーに適用されません。 ライセンシーは、国または地域によって異なる、その他の権利を有する場合があります。 本書で別段の定めがある場合を除き、当該ツールにはこれらの使用条件が適用されるものとします。

라이센스 정보

아래에 나열된 프로그램은 IBM 국제 프로그램 라이센스 계약 (IBM 문서 번호 Z125-3301-14) 외에 다음 조건에 의거하여 라이센스가 부여됩니다.

프로그램 이름: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 프로그램 번호: 5639-VF1

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

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

제한 사용(Limited Use) 프로그램

본 프로그램은 아래 지정된 하드웨어나 하드웨어 구성 또는 관련 업그레이드와 함께 사용하기 위한 용도로만 제공됩니다. 라이센스 사용자는 기타 다른 하드웨어와 관련해서는 본 프로그램을 사용할 수 없습니다.

지정된 하드웨어 또는 하드웨어 구성: IBM Storwize V7000 Unified File Module

별도로 라이센스가 부여된 코드

본 조항의 규정은 본 라이센스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 나열된 각 구성요소는 "별도로 라이센스가 부여된 코드"로 간주됩니다. IBM은 라이센스 사용자에게 본 프로그램의 NON_IBM_LICENSE 파일에서 명시한 해당제3자 라이센스 계약의 조항에 의거하여 별도로 라이센스가 부여된 코드를 제공합니다. 본 계약또는 라이센스 사용자와 IBM 간의 기타 모든 계약의 조항에도 불구하고, 아래에서 달리 명시하지 않는 한 별도로 라이센스가 부여된 코드의 사용에 대해서는 이러한 제3자 라이센스 계약의 조항이 적용됩니다.

향후 프로그램의 업데이트나 수정판에는 추가된 별도로 라이센스가 부여된 코드가 포함될 수 있습니다. 이와 같이 추가된 별도로 라이센스가 부여된 코드 및 관련 라이센스는 본 프로그램의 업데이트 또는 수정판에 있는 다른 NON IBM LICENSE 파일에 명시됩니다. 라이센스 사용자는

NON_IBM_LICENSE 파일에 들어 있는 라이센스 계약을 읽고 이에 동의했음을 인정합니다. 라이센스 사용자가 이러한 제3자 라이센스 계약의 조항에 동의하지 않으면 별도로 라이센스가 부여된 코드를 사용할 수 없습니다.

국제 프로그램 라이센스 계약(IPLA)이나 무보증 프로그램에 대한 국제 프로그램 라이센스 계약(ILAN)에 의거하여 취득한 프로그램의 경우 그리고 라이센스 사용자가 본 프로그램의 최초 라이센스 사용자인 경우, 라이센스 사용자가 제3자 라이센스 계약에 동의하지 않으면 IPLA 또는 ILAN IBM 계약에 명시된 "환불 보증" 조항에 따라 명시된 기간 내에 프로그램을 반환할 수 있습니다.

주: 제3자 라이센스 계약, 본 계약 또는 라이센스 사용자와 IBM 간의 기타 모든 계약의 조건에 도 불구하고, 다음 조건이 적용됩니다.

- (a) IBM은 일체의 보증없이 별도로 라이센스가 부여된 코드를 라이센스 사용자에게 제공합니다.
- (b) IBM은 별도로 라이센스가 부여된 코드에 대한 소유권, 타인의 권리 비침해에 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.
- (c) IBM은 별도로 라이센스가 부여된 코드와 관련된 어떠한 배상 청구에 대해서도 라이센스 사용자에 대해 책임을 지거나 라이센스 사용자를 방어하거나 면책하지 않습니다.
- (d) IBM은 별도로 라이센스가 부여된 코드와 관련하여 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여, 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

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

주: IBM은 별도로 라이센스가 부여된 코드 일부에 대하여 제한적인 지원을 제공할 수 있습니다. 이러한 지원이 제공되는 경우에는 라이센스 정보 문서에 자세한 지원 사항과 추가 조항을 명시합 니다.

다음은 별도로 라이센스가 부여된 코드입니다.

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

소스 구성요소 및 샘플 자료

본 프로그램에는 소스 코드 형식의 일부 구성요소(이하 "소스 구성요소") 및 샘플 자료로 식별된 기타 자료가 포함될 수 있습니다. 라이센스 사용자는 본 계약에 의거한 라이센스 권리의 제한 범위 내에서 사용하는 경우에 한해 내부적인 용도로만 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 비침해 또는 비간섭에 대한 보증, 상품성및 특정 목적에의 적합성에 대한 묵시적 보증 및 조건을 포함하여 명시적이거나 묵시적인 일체의보증 없이, 소스 구성요소 및 샘플 자료를 지원 서비스가 제공되지 않는 "현상태대로" 제공합니다.

수출입 제한사항

본 프로그램에는 암호가 포함되어 있습니다. 본 프로그램의 사용자에 대한 양도 또는 해당 사용자에 의한 본 프로그램의 사용은 금지되어 있거나 수출입 법률 또는 관련 규정이나 정책(미국 수출 관리 규정 포함)에 준하여 수행될 수 있습니다. 미국 수출입 제한사항을 포함하여(단, 이에 한하지 않음) 본 프로그램의 사용, 수출 또는 수입에 관한 모든 법률, 규정 및 정책을 준수해야 할 책임은 라이센스 사용자에게 있습니다. 본 프로그램의 수출 품목 분류는 https://www.ibm.com/products/exporting/를 참조하십시오.

프로그램 고유 조항

본 프로그램을 사용하는 경우에는 다음 "일회 클릭에 의한 승인(CLICK-TO-ACCEPT ONCE)", "기능 억제 장치", "Storwize V7000 파일 모듈 및 TSM 클라이언트", "프로그램 권리 및 의무의 이전" 및 "성능 수집 명령 'cninstallperfcol'" 조항이 적용됩니다. 여기서, "본 프로그램"이란 Storwize V7000 Unified 소프트웨어를 의미합니다.

일회 클릭에 의한 승인(CLICK-TO-ACCEPT ONCE):

Storwize V7000 Unified에는 라이센스가 부여된 파일 모듈이 포함되어 있습니다. 라이센스 사용자가 첫 번째 파일 모듈에서 동의 단추를 클릭하여 라이센스 조항을 승인하면 Storwize V7000 Unified의 모든 파일 모듈에 대한 라이센스 조항을 승인하게 됩니다. 즉, Storwize V7000 Unified의 개별 파일 모듈에 대해 동의 단추를 클릭할 필요가 없습니다.

기능 억제 장치:

본 프로그램에는 특정 기능을 사용할 수 없게 하는 기능 억제 장치가 들어 있을 수 있습니다.

라이센스 사용자는 이러한 기능 억제 장치를 무단으로 변경하거나 프로그램을 달리 변경할 수 없습니다.

Storwize V7000 파일 모듈 및 TSM 클라이언트:

Storwize V7000 Unified에는 IBM Tivoli Storage Manager V6.x의 사전 로드된 클라이언트 구성요소 사본(IBM Program 5608-E01) 및 IBM Tivoli Storage Manager Extended Edition V6.x의 사전 로드된 클라이언트 구성요소 사본(IBM Program 5608-E02)이 포함되어 있습니다 (이하 각각 "TSM 백업 클라이언트").

TSM 백업 클라이언트를 사용하기 위해 TSM 서버에 연결한 Storwize V7000 Unified의 각 파일 모듈의 경우, 라이센스 사용자는 다음을 별도로 이미 취득했거나 취득해야 합니다.

1) IBM Tivoli Storage Manager V6.x 또는 IBM Tivoli Storage Manager Extended Edition V6.x 중 하나에 대한 라이센스

그리고 2) 해당 TSM 백업 클라이언트를 사용할 수 있는 관련 라이센스 증서.

Storwize V7000 Unified에는 또한 IBM Tivoli Storage Manager for Space Management의 GPFS on Linux Hierchical Storage Management (HSM) 클라이언트 구성요소에 대한 사전 로 드된 사본(IBM Program 5608-E12)이 포함되어 있습니다(이하 각각 "TSM HSM 클라이언트").

TSM HSM 클라이언트를 사용하여 외부 TSM 스토리지 풀 간에 파일을 마이그레이션하는 Storwize V7000 Unified의 각 i 파일 모듈의 경우, 라이센스 사용자는 다음을 별도로 이미 취득했거나 취득해야 합니다.

1) IBM Tivoli Storage Manager for Space Management에 대한 라이센스

그리고 2) 해당 TSM HSM 클라이언트를 사용할 수 있는 관련 라이센스 증서.

프로그램 권리 및 의무의 이전:

라이센스 사용자는 본 프로그램을 작동하는 기계를 이전하지 않고 본 프로그램만 별도로 제3자에게 이전할 수 없습니다.

기계 및 프로그램을 양도하는 경우, 라이센스 사용자는 인쇄된 계약서 사본을 제공해야 하며, 전 자적 라이센스 절차를 이용하는 경우에는 프로그램을 최초로 사용하기 전에 본 계약을 전자적으로 승인하는 절차를 제공해야 합니다. 또한 기계나 프로그램과 관련된 모든 문서도 함께 양도해야 합니다.

프로그램이 양도되면 라이센스 증서에 의거한 라이센스 사용자의 프로그램 사용 권한은 종료됩니다.

성능 수집 명령 "cninstallperfcol":

Storwize V7000 Unified 명령 cninstallperfcol을 실행하면 Storwize V7000 Unified에 성능 수집 명령행 도구가 설치됩니다. 해당 명령행 도구 인터페이스는 상업용으로 제공되기 전 아직 개발 중에 있는 테스트용 초기 릴리스이므로 다소 불안정할 수 있습니다.

해당 명령행 도구 인터페이스 용도에 한해서 다음 조항이 본 프로그램과 함께 제공된 IBM 라이 센스 계약의 보증 조항에 적용되고 이를 대체합니다.

적용을 배제할 수 없는 강행 법규에 규정된 임의의 보증 조항에 의하여, IBM은 본 프로그램이나 지원에 대해 상품성, 품질 만족, 특정 목적에의 적합성, 소유권에 대한 묵시적 보증이나 조건 및 타인의 권리 비침해에 대한 보증이나 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적 인 일체의 보증이나 조건을 제공하지 않습니다. 일부 국가 및 관할 지역은 명시적 또는 묵시적 보증을 허용하지 않으므로, 상기의 제외사항이 라이센스 사용자에게 적용되지 않을 수 있습니다. 그런 경우, 해당 보증은 법률이 요구하는 최소 기간으로 지속기간이 제한됩니다. 해당 기간 이후에는 보증이 적용되지 않습니다. 일부 국가 및 관할 지역은 묵시적 보증의 지속 기간에 대한 제한사항을 허용하지 않으므로, 상기의 제한이 라이센스 사용자에게 적용되지 않을 수 있습니다. 라이센스 사용자는 국가 또는 관할 지역에 따라 다른 기타 권리를 소유할 수 있습니다. 본 계약에서 달리 명시한 경우를 제외하고, 본 라이센스의 조항이 이 도구에 적용됩니다.

LICENCIJOS INFORMACIJA

Toliau nurodytos Programos licencijuojamos pagal šias ir IBM Tarptautinė programos licencinė sutartis sąlygas (IBM formos numeris Z125-3301-14).

Programos pavadinimas: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Programos numeris: 5639-VF1

Kaip nurodyta Tarptautinėje programos licencinėje sutartyje (IPLA) ir šioje Licencijos informacijoje, IBM suteikia licenciatui ribotą teisę naudoti Programą. Ši teisė apsiriboja Įgaliotojo naudojimo lygiu, pvz., Procesoriaus vertės vieneto (PVV), Vertės vieneto (VV) ar kitu nurodytu naudojimo lygiu, apmokamu Licenciato ir nurodytu Teisių suteikimo dokumente. Licenciato naudojimas taip pat gali būti apribotas tik nurodytame kompiuteryje ar tik kaip Pagalbinės programos, ar taikant kitus apribojimus. Kai Licenciatas nėra sumokėjęs už visą Programos ekonominę vertę, joks kitas naudojimas neleidžiamas nemokant papildomų mokesčių. Be to, kaip nurodyta IPLA, Licenciatas neturi teisės naudoti Programos komercinėms IT paslaugoms teikti jokiai trečiajai šaliai, taip pat teikti komercinę išteklių nuomą ar laiko paskirstą, teikti antrinę Programos licenciją ar ją nuomoti, jei tai nėra aiškiai nurodyta taikomose sutartyse, pagal kurias Licenciatas įgyja teisę naudoti Programą. Licenciatas gali naudotis papildomomis teisėmis sumokėjęs papildomą mokestį ar pagal kitas papildomas sąlygas. IBM pasilieka teisę nuspręsti, ar Licenciatas galės pasinaudoti tokiomis papildomomis teisėmis.

Programos specifikacijas galima rasti Programos pranešimų bendruosiuose Aprašo ir techninės informacijos skyriuose.

Ribotojo naudojimo Programa

Ši Programa pateikiama naudoti tik su toliau nurodyta technine įranga arba techninės įrangos konfigūracija (-omis) ar jų naujiniais. Licenciatui draudžiama naudoti šią Programą kartu su bet kokia kita technine įranga.

Nurodyta techninė įranga arba techninės įrangos konfigūracija (-jos): IBM Storwize V7000 Unified File Module

Atskirai licencijuotas kodas

Šios dalies nuostatos netaikomos ta apimtimi, kai jos laikomos negaliojančios arba netaikytinos atsižvelgiant į įstatymą, kuriuo remiasi ši licencija. Visi toliau išvardyti komponentai vadinami "Atskirai licencijuotu kodu". IBM Atskirai licencijuotas kodas yra licencijuotas Licenciatui remiantis taikomomis trečiosios šalies licencijos sutarties (-čių) sąlygomis, kurios išdėstytos kartu su Programa pateikiamame faile (-uose) NON_IBM_LICENSE. Nepaisant šios Sutarties sąlygų arba kitos sutarties, kurią Licenciatas gali turėti su IBM, tokios trečiosios šalies licencijos sutarties (-čių) sąlygos, jei toliau nenurodyta kitaip, apibrėžia, kaip naudoti visus Licenciato Atskirai licencijuotus kodus.

Būsimuose Programos naujinimuose arba taisymuose gali būti papildomų Atskirai licencijuotų kodų. Tokie papildomi Atskirai licencijuoti kodai ir susijusios licencijos išvardijami kitame

NON_IBM_LICENSE faile, kuris pateikiamas su Programos naujinimu arba taisymu. Licenciatas patvirtina, kad Licenciatas perskaitė ir sutinka su licencijos sutartimis, kurios yra NON_IBM_LICENSE faile (-uose). Jei Licenciatas nesutinka su šiomis trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas negali naudoti Atskirai licencijuoto kodo.

Jei Programos įsigytos pagal Tarptautinę programos licencijos sutartį ("IPLA") arba Tarptautinę programos licencijos sutartį, skirtą negarantinei programai ("ILAN") ir Licenciatas yra pradinis Programos licenciatas, jei licenciatas nesutinka su trečiosios šalies licencijos sutarčių sąlygomis, Licenciatas turi grąžinti Programą pagal IPLA arba ILAN IBM sutarties "Pinigų grąžinimo garantijos" skyriuje nurodytą laiką ir sąlygas.

Pastaba: nepaisant jokių trečiosios šalies sutarties, Sutarties ar kitos sutarties, kurią Licenciatas gali sudaryti su IBM, sąlygų:

- (a) IBM pateikia Licenciatui Atskirai licencijuotą kodą NETAIKYDAMA JOKIŲ GARANTIJŲ;
- (b) IBM PANEIGIA BET KOKIAS IR VISAS SU ATSKIRAI LICENCIJUOTU KODU SUSIJUSIAS APIBRĖŽTAS IR NUMANOMAS GARANTIJAS IR SĄLYGAS, ĮSKAITANT, BET NEAPSIRIBOJANT, PAVADINIMO, NEPAŽEIDŽIAMUMO AR ĮSIKIŠIMO GARANTIJAS IR NUMANOMAS TINKAMUMO PREKYBAI IR TAM TIKRAM TIKSLUI GARANTIJAS BEI SALYGAS:
- (c) IBM nėra įsipareigoję Licenciatui ir negins, neatlygins žalos ar nelaikys nekaltu dėl visų ieškinių, tiesiogiai arba netiesiogiai susijusių su Atskirai licencijuotu kodu; ir
- (d) IBM neatsako už jokius su Atskirai licencijuotu kodu susijusius tiesioginius, netiesioginius, atsitiktinius, ypatingus, pavyzdinius, baudžiamuosius ar priežastinius nuostolius, įskaitant, bet neapsiribojant, prarastus duomenis, prarastas santaupas ir prarastą pelną.

Nepaisant šių išimčių, Vokietijoje ir Austrijoje IBM garantijas ir įsipareigojimus, susijusius su Atskirai licencijuotu kodu, lemia tik atitinkamos Vokietijai ir Austrijai taikomos sąlygos, nurodytos IBM kliento sutartyje.

Pastaba: IBM gali teikti kai kurių Atskirai licencijuotų kodų ribotą palaikymą. Jei toks palaikymas teikiamas, išsami informacija ir papildomos tokio palaikymo sąlygos nurodomos dokumente "Licencijos informacija".

Toliau išvardyti Atskirai licencijuoti kodai:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

Šaltinio komponentai ir pavyzdinė medžiaga

Į Programą gali būti įtraukti keli komponentai išeitinio kodo forma ("Šaltinio komponentai") ir kita medžiaga, apibrėžta kaip Pavyzdinė medžiaga. Licenciatas gali kopijuoti ir modifikuoti Šaltinio komponentus ir Pavyzdinę medžiagą tik naudoti viduje, jei toks naudojimas nepažeidžia šios Sutarties licencijos teisių ir jei Licenciatas nekeičia ar nenaikina 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 SALYGAS.

Eksporto ir importo apribojimai

Šioje Programoje gali būti šifravimų. Vartotojams Programą perduoti arba ją naudoti gali būti draudžiama arba gali būti taikomi eksporto ar importo įstatymai, taisyklės arba strategijos, įskaitant Jungtinių Amerikos Valstijų eksporto valdymo reglamentą. Licenciatas prisiima visą atsakomybę už visų taikomų įstatymų, taisyklių ir strategijų, susijusių su šios Programos eksportu, importu arba naudojimu, įskaitant, bet neapsiribojant, JAV eksporto arba pakartotinio eksporto apribojimus, laikymąsi. Norėdami gauti šios Programos eksporto kategoriją, žr: https://www.ibm.com/products/exporting/.

Unikalios programos sąlygos

Toliau nurodytų skyrių SUTIKIMAS SU SĄLYGOMIS VIENU SPUSTELĖJIMU, IŠJUNGIMO ĮRENGINYS, "Storwize V7000" FAILŲ MODULIAI IR "TSM" KLIENTAI, PROGRAMOS TEISIŲ IR ĮSIPAREIGOJIMŲ PERDAVIMAS ir "PERFORMANCE COLLECTION" KOMANDA "cninstallperfcol" sąlygos Licenciatui taikomos naudojant Programą, o sąvoka "Programa" šiuose skyriuose reiškia "Storwize V7000 Unified" programinę iranga.

SUTIKIMAS SU SĄLYGOMIS VIENU SPUSTELĖJIMU:

"Storwize V7000 Unified" yra licencijuotų failų modulių. Licenciatui spustelėjus ir sutikus su sąlygomis pirmame mazge reiškia, kad Licenciatas sutinka su visų "Storwize v7000 Unified" failų modulių licencinėmis sąlygomis. Licenciatui nereikia spustelėjus sutikti su sąlygomis atskirai kiekviename "Storwize V7000 Unified" failų modulyje.

IŠJUNGIMO IRENGINYS:

Programoje gali būti išjungimo įrenginys, kuris neleidžia naudoti tam tikrų funkcijų.

Licenciatas nelies šio išjungimo įrenginio ir kitaip nekeis Programos.

"Storwize V7000" FAILŲ MODULIAI IR "TSM" KLIENTAI:

"Storwize v7000 Unified" yra iš anksto įdiegta "IBM Tivoli Storage Manager V6.x" (IBM Programa 5608-E01) kliento komponento kopija ir iš anksto įdiegta "IBM Tivoli Storage Manager Extended Edition V6.x" (IBM Programa 5608-E02) kliento komponento kopija (toliau atskirai vadinamos "TSM Backup Client").

Kiekvienam "Storwize V7000 Unified" failų moduliui, prijungtam prie TSM serverio ir skirtam naudoti "TSM Backup Client", Licenciatas turi būti įsigijęs arba įsigyti:

- 1) "IBM Tivoli Storage Manager V6.x." arba "IBM Tivoli Storage Manager Extended Edition V6.x" licencijas
- ir 2) atitinkamą Teisių suteikimo dokumentą, suteikiantį teisę naudoti "TSM Backup Client".

"Storwize V7000 Unified" taip pat yra iš anksto įdiegta "IBM Tivoli Storage Manager for Space Management" (IBM Programa 5608-E12) kliento komponento "GPFS on Linux Hierchical Storage Management" (HSM) kopija (toliau atskirai vadinam "TSM HSM Client").

Kiekvienam "Storwize V7000 Unified" failų moduliui, kuris naudoja "TSM HSM Client" perkeldamas failus į išorinį TSM saugyklos telkinį ir iš jo, Licenciatas atskirai turi būti įsigijęs arba įsigyti

- 1) "IBM Tivoli Storage Manager for Space Management" licencijas
- ir 2) atitinkama Teisių suteikimo dokumenta, suteikiantį teisę naudoti "TSM HSM Client".

PROGRAMOS TEISIŲ IR ĮSIPAREIGOJIMŲ PERDAVIMAS:

Licenciatas negali perduoti Programos kitai šaliai be įrenginio, kuriame turi teisę naudoti Programą.

Perdavęs kompiuterį ir Programą, Licenciatas privalo pateikti spausdintą Sutarties kopiją ir, jei Programa licencijuota elektroniniu būdu, imtis reikiamų veiksmų, kad priimančioji šalis elektroniniu būdu sutiktų su Sutartimi prieš pirmą kartą naudodama Programą. Licenciatas taip pat privalo perduoti visus kitus dokumentus, susijusius su kompiuteriu ar Programa.

Bet koks Programos perdavimas nutraukia Licenciato įgaliojimą naudotis Programomis remiantis Teisių suteikimo dokumentu.

"PERFORMANCE COLLECTION" KOMANDA "cninstallperfcol":

pateikus "Storwize V7000 Unified" komandą "cninstallperfcol", "Storwize V7000 Unified" bus įdiegtas našumo duomenų rinkimo komandos eilutės įrankis. Komandos eilutės įrankio sąsaja, prieš padarant ją komerciškai prieinamą, buvo sukurta tikrinimo tikslais ir dėl nuolatinio tobulinimo potencialiai gali būti nepatikima.

Tik šios komandos eilutės įrankio sąsajos naudojimo tikslais toliau išvardytos sąlygos yra taikomos ir pakeičia su šia Programa pateiktos IBM licencijos sutarties garantijos sąlygas:

PAGAL ĮSTATYMO NUSTATYTAS GARANTIJAS, KURIŲ NEGALIMA NEĮTRAUKTI, "IBM" NESUTEIKIA JOKIŲ SU PROGRAMA AR PALAIKYMO PASLAUGOMIS (JEI TOKIOS TEIKIAMOS) SUSIJUSIŲ AIŠKIAI NURODYTŲ AR NENURODYTŲ GARANTIJŲ ARBA SĄLYGŲ, ĮSKAITANT, BET NEAPSIRIBOJANT, NENURODYTAS TINKAMUMO PREKIAUTI, TINKAMUMO TAM TIKRAM TIKSLUI, NUOSAVYBĖS TEISĖS IR BET KOKIAS NEPAŽEIDŽIAMUMO GARANTIJAS ARBA SĄLYGAS. KAI KURIOSE JURISDIKCIJOSE NELEIDŽIAMA NEĮTRAUKTI IŠREIKŠTŲ AR NUMANOMŲ GARANTIJŲ, TODĖL ANKSČIAU IŠVARDYTOS IŠIMTYS LICENCIATUI GALI BŪTI NETAIKOMOS. TOKIU ATVEJU ŠIŲ GARANTIJŲ TAIKYMAS APRIBOJAMAS MINIMALIA TEISĖS AKTUOSE NUMATYTA TRUKME. ŠIAM LAIKOTARPIUI PRAĖJUS NEBETAIKOMOS JOKIOS GARANTIJOS. KAI KURIOSE

VALSTYBĖSE AR JURISDIKCIJOSE NELEIDŽIAMA RIBOTI NUMANOMOS GARANTIJOS TRUKMĖS, TODĖL ANKSČIAU PATEIKTI APRIBOJIMAI LICENCIATUI GALI BŪTI NETAIKOMI. LICENCIATAS TAIP PAT GALI TURĖTI KITŲ TEISIŲ, KURIOS SKIRSIS ATSIŽVELGIANT Į VALSTYBĘ ARBA JURISDIKCIJĄ. IŠSKYRUS ČIA NURODYTUS ATVEJUS, ĮRANKIUI TAIKOMOS LICENCIJOS SĄLYGOS.

INFORMACJE LICENCYJNE

Wymienione poniżej Programy są licencjonowane na poniższych warunkach, które uzupełniają warunki dokumentu IBM Międzynarodowa Umowa Licencyjna na Program (numer formularza IBM Z125-3301-14).

Nazwa Programu: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Numer Programu: 5639-VF1

Zgodnie z Międzynarodową Umową Licencyjną na Program ("IPLA") i niniejszym dokumentem Informacie licencyine IBM udziela Licenciobiorcy ograniczonego prawa do używania Programu. Prawo to jest ograniczone do poziomu Autoryzowanego Używania, takiego jak Procesorowa Jednostka Wartości ("PVU"), Jednostka Wartości ("VU") lub inny określony poziom używania, opłacony przez Licencjobiorce i potwierdzony dokumentem Proof of Entitlement (PoE). Używanie Programu przez Licencjobiorce może być również ograniczone do określonej maszyny, może podlegać innym ograniczeniom lub może obejmować używanie Programu wyłacznie jako Programu Wspierającego. Jako że Licencjobiorca nie zapłacił za cała wartość ekonomiczną Programu, używanie Programu w dowolnym innym celu bez uiszczenia dodatkowych opłat jest zabronione. Ponadto, zgodnie z zapisami Miedzynarodowej Umowy Licencyjnej na Program (IPLA), 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 wydzierżawiania Programu, chyba że stosowne umowy, na mocy których Licencjobiorca jest upoważniony do używania Programu, wyraźnie stanowią inaczej. Licencjobiorca może uzyskać dodatkowe prawa pod warunkiem uiszczenia dodatkowych opłat lub na mocy innych badź uzupełniających warunków. IBM zastrzega sobie prawo do decydowania, czy takie dodatkowe prawa zostaną przyznane Licencjobiorcy.

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

Ograniczenia dotyczące używania Programu

Program ten jest dostarczany jedynie w celu używania z określonym sprzętem lub konfiguracjami sprzętu zidentyfikowanymi poniżej lub ich aktualizacjami. Licencjobiorcy nie wolno używać tego Programu w połączeniu z żadnym innym sprzętem.

Określony sprzęt lub konfiguracje sprzętu: IBM Storwize V7000 Unified File Module

Kod Licencjonowany Oddzielnie

Postanowienia niniejszego akapitu nie mają zastosowania w zakresie, w jakim są nieważne lub niewykonalne na mocy prawa, któremu podlega niniejsza licencja. Każdy z wymienionych poniżej komponentów uznawany jest za "Kod Licencjonowany Oddzielnie". Kod Licencjonowany Oddzielnie IBM jest licencjonowany na rzecz Licencjobiorcy na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach)

NON_IBM_LICENSE dołączonym (dołączonych) do Programu. Bez względu na jakiekolwiek inne warunki Umowy lub jakiejkolwiek innej umowy z IBM, używanie całego Kodu Licencjonowanego Oddzielnie podlega warunkom takiej umowy licencyjnej osoby trzeciej (takich umów licencyjnych osób trzecich), chyba że poniższe warunki stanowią inaczej.

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

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

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

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

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

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

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PvOpenSSL version 0.11

Python-crontab version 0.7

PvWBEM version 0.7

PvWBEM Patch

Ologic OLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Komponenty Źródłowe i Materiały Przykładowe

Program może zawierać komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") oraz inne materiały określone jako Materiały Przykładowe. Licencjobiorca może kopiować i modyfikować Komponenty Źródłowe i Materiały Przykładowe jedynie na użytek wewnętrzny, pod warunkiem, że użytek taki mieści się w granicach praw licencyjnych na mocy niniejszej Umowy, zaś 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), WYRAŹNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI i WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

Ograniczenia eksportowe i importowe

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

Warunki specyficzne dla Programów

Warunki poniższych akapitów, zatytułowanych "AKCEPTACJA PRZEZ JEDNOKROTNE KLIKNIĘCIE", "MECHANIZM BLOKUJĄCY", "MODUŁY PLIKÓW Storwize V7000 I KLIENTY TSM", "PRZENIESIENIE PRAW I ZOBOWIĄZAŃ DOTYCZĄCYCH PROGRAMÓW" oraz "KOMENDA ZBIERANIA DANYCH DOTYCZĄCYCH WYDAJNOŚCI ('cninstallperfcol')", mają zastosowanie do używania Programu przez Licencjobiorcę, zaś termin "Program" używany w tych akapitach oznacza oprogramowanie Storwize V7000 Unified.

AKCEPTACJA PRZEZ JEDNOKROTNE KLIKNIĘCIE:

Oprogramowanie Storwize V7000 Unified zawiera licencjonowane moduły plików. Zaakceptowanie warunków licencji przez Licencjobiorcę przez kliknięcie przy pierwszym

module plików stanowi zgodę Licencjobiorcy na warunki licencji w odniesieniu do wszystkich modułów plików oprogramowania Storwize V7000 Unified. Licencjobiorca nie musi akceptować przez kliknięcie każdego modułu plików oprogramowania Storwize V7000 Unified.

MECHANIZM BLOKUJĄCY:

Program może zawierać mechanizm blokujący, uniemożliwiający korzystanie z niektórych opcji.

Licencjobiorca nie ma prawa dokonywać żadnych modyfikacji w takim mechanizmie blokującym ani w żaden inny sposób zmieniać Programu.

MODUŁY PLIKÓW Storwize V7000 I KLIENTY TSM:

Oprogramowanie Storwize V7000 Unified zawiera zainstalowany fabrycznie egzemplarz komponentu klienckiego produktu IBM Tivoli Storage Manager V6.x (Program IBM 5608-E01) oraz zainstalowany fabrycznie egzemplarz komponentu klienckiego produktu IBM Tivoli Storage Manager Extended Edition V6.x (Program IBM 5608-E02) (każdy z nich jest zwany dalej "Klientem Kopii Zapasowych TSM").

Do każdego modułu plików oprogramowania Storwize V7000 Unified połączonego z serwerem TSM, który ma używać Klienta Kopii Zapasowych TSM, Licencjobiorca musi nabyć (jeśli nie nabył wcześniej) oddzielnie:

1) licencje na program IBM Tivoli Storage Manager, wersja 6.x lub IBM Tivoli Storage Manager Extended Edition, wersja 6.x

oraz 2) odpowiedni dokument Proof of Entitlement uprawniający do używania właściwego Klienta Kopii Zapasowych TSM.

Oprogramowanie Storwize V7000 Unified zawiera również zainstalowany fabrycznie egzemplarz komponentu klienckiego GPFS on Linux Hierchical Storage Management (HSM) produktu IBM Tivoli Storage Manager for Space Management (Program IBM 5608-E12) (zwany dalej "Klientem HSM TSM").

Do każdego modułu plików systemu Storwize V7000 Unified system, który używa Klienta HSM TSM do przenoszenia plików z i do zewnętrznej puli pamięci masowej TSM, Licencjobiorca musi nabyć (jeśli nie nabył wcześniej) oddzielnie:

1) licencje na program IBM Tivoli Storage Manager for Space Management

oraz 2) odpowiedni dokument Proof of Entitlement uprawniający do używania właściwego Klienta HSM TSM.

PRZENIESIENIE PRAW I ZOBOWIAZAŃ DOTYCZACYCH PROGRAMU:

Licencjobiorca nie może przenieść Programu na inny podmiot bez przeniesienia maszyny, na której Licencjobiorca jest uprawniony do używania Programu.

Jeśli maszyna i Program są przenoszone, Licencjobiorca musi dostarczyć kopię Umowy w postaci drukowanej albo, jeśli dla Programu używana jest licencja w postaci elektronicznej, podjąć niezbędne działania, które spowodują elektroniczną akceptację Umowy przez odbiorcę przed pierwszym użyciem Programu. Licencjobiorca musi ponadto przenieść całą pozostałą dokumentację dotyczącą maszyny i Programu.

Przeniesienie Programu powoduje wygaśnięcie upoważnienia Licencjobiorcy do ich używania na mocy dokumentu Proof of Entitlement.

KOMENDA ZBIERANIA DANYCH DOTYCZĄCYCH WYDAJNOŚCI ('cninstallperfcol'):

Użycie komendy cninstallperfcol w oprogramowaniu Storwize V7000 Unified spowoduje zainstalowanie narzędzia uruchamianego w wierszu komend, umożliwiającego zbieranie danych dotyczących wydajności. Interfejs tego narzędzia jest wersją wstępną, przeznaczoną do testowania przed wprowadzeniem na rynek. Narzędzie to może być wciąż w trakcie opracowywania, a co za tym idzie - może być zawodne.

Na potrzeby wyłącznie ww. interfejsu narzędzia uruchamianego w wierszu komend następujące warunki będą mieć zastosowanie i zastępują warunki gwarancji zawarte w umowie licencyjnej IBM dołączonej do Programu:

Z ZASTRZEŻENIEM GWARANCJI WYNIKAJACYCH Z BEZWZGLEDNIE OBOWIAZUJACYCH PRZEPISÓW PRAWA, KTÓRYCH NIE MOŻNA WYŁACZYĆ, IBM NIE UDZIELA W ODNIESIENIU DO PROGRAMU LUB WSPARCIA. JEŚLI TAKIE JEST DOSTEPNE, JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE WYŁACZA REKOJMIE) ANI NIE USTALA WARUNKÓW, WYRAŹNYCH CZY DOMNIEMANYCH, A W SZCZEGÓLNOŚCI DOMNIEMANYCH GWARANCJI CZY WARUNKÓW PRZYDATNOŚCI HANDLOWEJ, ZADOWALAJACEJ JAKOŚCI, PRZYDATNOŚCI DO OKREŚLONEGO CELU ANI TEŻ GWARANCJI CZY WARUNKÓW NIENARUSZANIA PRAW OSÓB TRZECICH. USTAWODAWSTWA NIEKTÓRYCH KRAJÓW NIE DOPUSZCZAJA WYŁACZENIA WYRAŹNYCH LUB DOMNIEMANYCH GWARANCJI. W ZWIĄZKU Z TYM POWYŻSZE WYŁĄCZENIA MOGĄ NIE MIEĆ ZASTOSOWANIA W PRZYPADKU NIEKTÓRYCH LICENCJOBIORCÓW. W TAKIM PRZYPADKU OKRES OBOWIAZYWANIA TAKICH GWARANCJI OGRANICZONY JEST DO MINIMALNEGO OKRESU WYMAGANEGO NA MOCY PRAWA. PO TYM OKRESIE NIE OBOWIAZUJA ŻADNE GWARANCJE. USTAWODAWSTWA NIEKTÓRYCH KRAJÓW NIE DOPUSZCZAJA OGRANICZENIA OKRESU OBOWIAZYWANIA GWARANCJI DOMNIEMANYCH. W ZWIAZKU Z TYM POWYŻSZE OGRANICZENIE MOŻE NIE MIEĆ ZASTOSOWANIA W PRZYPADKU NIEKTÓRYCH LICENCJOBIORCÓW. W ZALEŻNOŚCI OD USTAWODAWSTWA, LICENCJODAWCY MOGĄ PRZYSŁUGIWAĆ INNE PRAWA. Z ZASTRZEŻENIEM POWYŻSZYCH POSTANOWIEŃ DO NINIEJSZEGO NARZEDZIA MAJA ZASTOSOWANIE WARUNKI LICENCJI.

INFORMAÇÕES DA LICENÇA

Os Programas listados abaixo são licenciados sob os/ao abrigo dos termos e condições a seguir, além daqueles do IBM Contrato Internacional de Licença de Programa (form number da IBM n.º Z125-3301-14).

Nome do Programa: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Número do Programa: 5639-VF1

Conforme descrito no Contrato de Licença Internacional de Programas ("IPLA") e nesta Informação sobre a Licença, a IBM concede ao Licenciado um direito limitado para usar/utilizar o Programa. Esse direito está limitado ao nível de Uso Autorizado/Utilização Autorizada, tal como um Processor Value Unit ("PVU"), uma Value Unit ("VU") ou outro nível de uso/utilização especificado, pago pelo Licenciado, conforme evidenciado na Prova de Titularidade. O uso/A utilização do licenciado também pode ser limitado/a ao uma máquina especificada ou apenas a um Programa de Suporte ou estar sujeito/a a outras restrições. Como o Licenciado não pagou por todo o valor económico do Programa, nenhum outro uso/nenhuma outra utilização lhe é permitido/a sem o pagamento de encargos adicionais. Além disso, conforme definido no IPLA, o Licenciado não está autorizado a usar/utilizar o Programa para comercializar serviços de IT a terceiros, a fornecer hosting ou timesharing comercial ou a sublicenciar ou alugar o Programa, a menos que expressamente definido nos contratos/acordos aplicáveis sob os quais/ao abrigo dos quais o Licenciado obtém/adquire autorizações para usar/utilizar o Programa. Direitos adicionais podem ser disponibilizados ao Licenciado mediante o pagamento de encargos adicionais ou sob/ao abrigo de termos diferentes ou complementares. A IBM reserva-se o direito de determinar se disponibilizará tais direitos adicionais ao Licenciado.

Especificações do Programa podem ser localizadas nas seções/secções coletivas/colectivas de Descrição e Informações Técnicas das Cartas de Anúncio do Programa.

Programa de Uso Limitado

Este Programa é fornecido apenas para uso com hardware nomeado, configuração(ões) de hardware identificada(s) abaixo ou upgrades para eles. Ao Licenciado não é permitido usar este Programa com respeito a qualquer outro hardware.

Hardware nomeado ou configuração(ões) de hardware: IBM Storwize V7000 Unified File Module

Código Licenciado Separadamente

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

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

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

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

- (a) a IBM fornece este Código Licenciado Separadamente ao Licenciado SEM GARANTIAS DE NENHUM TIPO;
- (b) A IBM RENUNCIA TODAS E QUAISQUER GARANTIAS E CONDIÇÕES EXPRESSAS E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TÍTULO, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E AS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM PROPÓSITO/FIM PARTICULAR, COM RELAÇÃO AO CÓDIGO LICENCIADO SEPARADAMENTE;
- (c) a IBM não é responsável pelo Licenciado e não defenderá, indenizará/indemnizará ou isentará o Licenciado de quaisquer reivindicações decorrentes ou relacionadas ao Código Licenciado Separadamente; e

(d) a IBM não é responsável por quaisquer danos diretos/directos, indiretos/indirectos, acidentais, especiais, exemplares, punitivos ou consequenciais, incluindo, mas não se limitando a perda de dados, lucros cessantes e perda de lucros, com respeito ao Código Licenciado Separadamente.

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

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

Os itens a seguir são Código Licenciado Separadamente:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libethread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Ologic CNA driver OLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6
Ti USB 3410 5052 version 1.28-1
vfs.c
DataDirect Networks 6620 Controller Firmware
Linux Filepath version 1.0.0
Qlogic Software
Red Hat Enterprise Linux version 6.1
eCos Redboot version 2.0
Emulex Software
PolarSSL version 1.0.0 (Emulex UCNA)
SMC8150L2 Ethernet Switch
Voltaire Grid Director Switch Software
Mellanox InfiniHost Software

Componentes Fonte e Materiais de Amostra

O Programa pode incluir alguns componentes na forma de código-fonte ("Componentes Fonte") e outros materiais identificados como Materiais de Amostra. O Licenciado pode copiar e modificar Componentes Fonte e Materiais de Amostra apenas para uso interno, contanto que tal uso esteja dentro dos limites dos direitos de licença sob este/ao abrigo deste Contrato/Acordo, desde que, no entanto, esse Licenciado não possa alterar ou excluir quaisquer informações de direitos autorais/de autor ou avisos contidos nos Componentes Fonte ou nos 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.

Restrições de Importação e Exportação

Este Programa pode conter criptografia/encriptação. A transferência para ou o uso pelos usuários/utilizadores do Programa podem ser proibidos ou estarem sujeitos às leis de exportação ou importação, regulamentos ou políticas, incluindo/inclusive aqueles Regulamentos de Administração de Exportação dos Estados Unidos. O Licenciado assume toda a responsabilidade de conformidade com todas as leis, regulamentos e políticas aplicáveis relativas à exportação, importação ou uso deste Programa, incluindo/inclusive mas não limitado a, restrições dos Estados Unidos da América sobre exportações ou reexportações. Para obter a classificação de exportação deste Programa, consulte: https://www.ibm.com/products/exporting/.

Termos Exclusivos do Programa

Os seguintes parágrafos intitulados "CLIQUE PARA ACEITAR UMA VEZ", "DISPOSITIVO DE DESATIVAÇÃO/DESACTIVAÇÃO", "MÓDULOS DE ARQUIVO Storwize V7000 E CLIENTS TSM", "TRANSFERÊNCIA DOS DIREITOS E OBRIGAÇÕES DO PROGRAMA" e "COMANDO DE COLEÇÃO DE DESEMPENHO 'cninstallperfcol'": são aplicáveis ao uso do Programa pelo Licenciado, e o termo "Programa" nesses parágrafos deve significar o software Storwize V7000 Unified.

CLIQUE PARA ACEITAR UMA VEZ:

O Storwize V7000 Unified contém módulos de arquivo/ficheiro licenciados. O clique para aceitar do Licenciado presente no primeiro módulo de arquivo/ficheiro representa a aceitação dos termos de licença pelo Licenciado para todos os módulos de arquivo/ficheiro no Storwize V7000 Unified. Não é necessário que o Licenciado execute um clique para aceitar para cada módulo de arquivo/ficheiro individual no Storwize V7000 Unified

DISPOSITIVO DE DESATIVAÇÃO/DESACTIVAÇÃO:

O Programa pode incluir um dispositivo de desativação/desactivação que evitará que certos recursos sejam usados.

O Licenciado não violará tal dispositivo de desativação/desactivação ou de outra forma alterará o Programa.

MÓDULOS DE ARQUIVO Storwize V7000 E CLIENTS TSM:

O Storwize V7000 Unified contém uma cópia pré-carregada do componente do client do IBM Tivoli Storage Manager V6.x (Programa IBM 5608-E01) e uma cópia pré-carregada do componente do client do IBM Tivoli Storage Manager Extended Edition V6.x (Programa IBM 5608-E02) (doravante referenciado individualmente como um "Client de Backup do TSM").

Para cada módulo de arquivo/ficheiro presente no Storwize V7000 Unified que esteja conectado a um servidor TSM e seja destinado para o uso do TSM Backup Client, o Licenciado deve ter obtido ou deve obter separadamente:

- 1) licenças para o IBM Tivoli Storage Manager V6.x. ou o IBM Tivoli Storage Manager Extended Edition V6.x
- e 2) Prova de Titularidade apropriada para usar o Client de Backup do TSM aplicável.
- O Storwize V7000 Unified também contém uma cópia pré-carregada do GPFS em componente do client do Linux Hierchical Storage Management (HSM) do IBM

Tivoli Storage Manager for Space Management (Programa IBM 5608-E12) (doravante referenciado individualmente como um "Client de HSM TSM").

Para cada módulo de arquivo/ficheiro i presente no sistema Storwize V7000 Unified que esteja usando o Client de HSM TSM para migrar arquivos/ficheiros para e de um conjunto de armazenamentos TSM externo, o Licenciado deve ter obtido ou deve obter separadamente:

- 1) licenças para o IBM Tivoli Storage Manager for Space Management
- e 2) Prova de Titularidade apropriada para usar o Client HSM do TSM aplicável.

TRANSFERÊNCIA DOS DIREITOS E OBRIGAÇÕES DO PROGRAMA:

O Licenciado não pode transferir o Programa a terceiros em separado da transferência da máquina na qual o Licenciado está intitulado a operar o Programa.

Quando a máquina e o Programa forem transferidos, o Licenciado deverá fornecer uma cópia impressa do Contrato/Acordo e, se o licenciamento eletrônico/electrónico for usado para o Programa, tomar as ações/acções necessárias que exigirão a aceitação eletrônica/electrónica do Contrato/Acordo pelo cessionário antes do primeiro uso do Programa. O Licenciado deve, também, transferir toda outra documentação relacionada com a máquina ou Programa.

Qualquer transferência do Programa do Licenciado rescinde a/põe termo à autorização do Licenciado para usar os Programas sob/ao abrigo da Prova de Titularidade.

COMANDO DE COLEÇÃO DE DESEMPENHO "cninstallperfcol":

Emitir o comando cninstallperfcol do Storwize V7000 Unified instalará a ferramenta de linha de comandos de coleção de desempenho no Storwize V7000 Unified. A interface de ferramenta de linha de comandos é uma libertação antecipada para propósitos/fins de teste prévio para que ela seja disponibilizada comercialmente e possa ainda estar em desenvolvimento e, portanto, potencialmente passível de falha.

Apenas para os propósitos/fins desta interface de ferramenta de linha de comandos, os seguintes termos são aplicáveis e suplantam os termos de garantia presentes no Contrato de Licença/Acordo de Licenciamento IBM fornecido com o Programa:

SUJEITA A QUAISQUER GARANTIAS LEGAIS QUE NÃO POSSAM SER EXCLUÍDAS, A IBM NÃO FORNECE GARANTIAS OU CONDIÇÕES, EXPRESSAS OU IMPLÍCITAS, COM RELAÇÃO AO PROGRAMA OU SUPORTE, SE HOUVER ALGUM, INCLUINDO, MAS A ELAS NÃO SE LIMITANDO, QUAISQUER GARANTIAS OU CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO, QUALIDADE SATISFATÓRIA, ADEQUAÇÃO A UM PROPÓSITO/FIM

ESPECÍFICO, TITULARIDADE E QUALQUER GARANTIA OU CONDIÇÃO DE NÃO VIOLAÇÃO. ALGUNS ESTADOS OU JURISDIÇÕES NÃO PERMITEM A EXCLUSÃO DE GARANTIAS EXPRESSAS OU IMPLÍCITAS, PORTANTO, A EXCLUSÃO ACIMA PODE NÃO SE APLICAR AO LICENCIADO. NESTE CASO, TAIS GARANTIAS ESTÃO LIMITADAS NA DURAÇÃO AO MÍNIMO PERÍODO NECESSÁRIO POR LEI. NENHUMA GARANTIA SE APLICARÁ APÓS ESSE PERÍODO. ALGUNS ESTADOS OU JURISDIÇÕES NÃO PERMITEM LIMITAÇÕES DE DURAÇÃO DE GARANTIA IMPLÍCITA, POR CONSEGUINTE, A LIMITAÇÃO ACIMA PODE NÃO SE APLICAR AO LICENCIADO. O LICENCIADO PODE TER OUTROS DIREITOS QUE VARIEM DE ESTADO PARA ESTADO OU DE JURISDIÇÃO PARA JURISDIÇÃO. EXCETO/EXCEPTO CONFORME AQUI ESTABELECIDO, OS TERMOS DA LICENÇA SÃO APLICÁVEIS A ESTA FERRAMENTA.

ЛИЦЕНЗИОННАЯ ИНФОРМАЦИЯ

Перечисленные ниже Программы лицензируются в соответствии со следующими положениями и условиями в дополнение к положениям и условиям документа IBM Международное Лицензионное Соглашение в отношении Программ (номер документа IBM Z125-3301-14).

Название Программы: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Номер Программы: 5639-VF1

Как указано в Международном Лицензионном Соглашении в отношении Программ ("IPLA") и настоящей Лицензионной Информации, IBM предоставляет Лицензиату ограниченное право на использование Программы. Это право ограничивается уровнем Авторизованного Использования, например, Единицами Мощности Процессора ("PVU"), Единицами Оценки ("VU") или другим указанным уровнем использования, оплаченным Лицензиатом, как явствует из Свидетельства о Правах. Использование Программы Лицензиатом может также быть ограничено определенной машиной или использованием только в качестве Вспомогательной Программы либо может подпадать под другие ограничения. Поскольку Лицензиат оплатил не всю экономическую стоимость Программы, никакое другое использование не разрешается без уплаты дополнительных взносов. Кроме того, как указано в IPLA, 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. Лицензиат может получать дополнительные права в результате уплаты дополнительных взносов или на основании дополнительных условий. IBM оставляет за собой право определять, стоит ли предоставлять Лицензиату такие дополнительные права.

Спецификации Программы можно найти в объединенных разделах "Описание и техническая информация" Объявлений о выпуске Программы.

Программа с Ограниченным Использованием

Данная Программа предоставляется только для использования вместе с именованными аппаратными продуктами или аппаратными конфигурациями, указанными ниже, либо их обновлениями. Лицензиату запрещается использовать данную Программу в сочетании с любым другим аппаратным обеспечением.

Именованные аппаратные продукты или аппаратные конфигурации: IBM Storwize V7000 Unified File Module

Отдельно Лицензируемый Программный Код

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

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

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

Примечание: Невзирая на любые условия лицензионного соглашения третьей стороны, Соглашения или любого другого соглашения, которое может существовать между Лицензиатом и IBM:

- (a) IBM предоставляет Лицензиату этот Отдельно Лицензируемый Программный Код БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ;
- (b) ІВМ ОТКАЗЫВАЕТСЯ ОТ ЛЮБЫХ И ВСЕХ ЯВНЫХ И ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ И УСЛОВИЙ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ И ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ, В ОТНОШЕНИИ ОТДЕЛЬНО ЛИЦЕНЗИРУЕМОГО ПРОГРАММНОГО КОДА;
- (c) IBM не несет ответственности перед Лицензиатом и не будет защищать Лицензиата, возмещать Лицензиату или оберегать Лицензиата в отношении любых претензий, возникающих из или связанных с Отдельно Лицензируемым Программным Кодом; и

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

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

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

Нижеперечисленное является Отдельно Лицензируемым Программным Кодом:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1 vfs.c
DataDirect Networks 6620 Controller Firmware Linux Filepath version 1.0.0
Qlogic Software
Red Hat Enterprise Linux version 6.1
eCos Redboot version 2.0
Emulex Software
PolarSSL version 1.0.0 (Emulex UCNA)
SMC8150L2 Ethernet Switch
Voltaire Grid Director Switch Software
Mellanox InfiniHost Software

Исходные Компоненты и Образцы Материалов

Программа может содержать некоторые компоненты в виде исходного кода ("Исходные Компоненты") и другие материалы, обозначаемые как Образцы Материалов. Лицензиат может копировать и изменять Исходные Компоненты и Образцы Материалов только для внутреннего использования при условии, что такое использование осуществляется 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. ІВМ 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.

Ограничения на Экспорт и Импорт

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

Особые Положения для Программы

Следующие параграфы, озаглавленные "ПРИНЯТИЕ ОДНИМ ЩЕЛЧКОМ", "ОТКЛЮЧАЮЩИЙ МЕХАНИЗМ", "МОДУЛИ ФАЙЛОВ Storwize V7000 И КЛИЕНТЫ ТЅМ", "ПЕРЕДАЧА ПРАВ И ОБЯЗАТЕЛЬСТВ В ОТНОШЕНИИ ПРОГРАММЫ" и "КОМАНДА СБОРА ДАННЫХ О ПРОИЗВОДИТЕЛЬНОСТИ 'cninstallperfcol'", применяются в отношении использования Программы Лицензиатом, и используемый в этих параграфах термин "Программа" означает программное обеспечение Storwize V7000 Unified.

ПРИНЯТИЕ ОДНИМ ЩЕЛЧКОМ:

Storwize V7000 Unified содержит лицензированные модули файлов. Принятие Лицензиатом условий щелчком кнопки мыши на первом модуле файлов означает, что Лицензиат принимает лицензионные условия для всех модулей файлов в Storwize V7000 Unified. Лицензиату не требуется принимать условия щелчком кнопки мыши для каждого отдельного модуля файлов в Storwize V7000 Unified.

ОТКЛЮЧАЮЩИЙ МЕХАНИЗМ:

Программа может содержать отключающий механизм, который не позволит использовать определенные элементы.

Лицензиат не будет взламывать такой отключающий механизм или иным образом изменять Программу.

МОДУЛИ ФАЙЛОВ Storwize V7000 И КЛИЕНТЫ TSM:

Storwize V7000 Unified содержит предустановленную копию клиентского компонента IBM Tivoli Storage Manager версии 6.х (Программа IBM 5608-E01) и предустановленную копию клиентского компонента IBM Tivoli Storage Manager Extended Edition версии 6.х (Программа IBM 5608-E02) (каждый из которых далее именуется "Клиентом Резервного Копирования TSM").

Для каждого модуля файлов в Storwize V7000 Unified, который подключен к серверу TSM и предназначен для использования Клиента Резервного Копирования TSM, Лицензиат должен был (или должен будет) отдельно получить:

- 1) лицензии на IBM Tivoli Storage Manager версии 6.х или IBM Tivoli Storage Manager Extended Edition версии 6.х
- и 2) необходимое Свидетельство о Правах на использование соответствующего Клиента Резервного Копирования TSM.

Storwize V7000 Unified также содержит предустановленную копию клиентского компонента управления иерархическим хранением (HSM) для GPFS on Linux,

входящего в IBM Tivoli Storage Manager for Space Management (Программа IBM 5608-E12) (далее именуется "HSM-клиентом TSM").

Для каждого модуля файлов і в системе Storwize V7000 Unified, который использует HSM-клиент TSM для переноса файлов во внешний пул хранения TSM и из него, Лицензиат должен был (или должен будет) отдельно получить:

- 1) лицензии на IBM Tivoli Storage Manager for Space Management
- и 2) необходимое Свидетельство о Правах на использование соответствующего HSM-клиента TSM.

ПЕРЕДАЧА ПРАВ И ОБЯЗАТЕЛЬСТВ В ОТНОШЕНИИ ПРОГРАММЫ:

Лицензиат не имеет права передавать Программу другой стороне отдельно от передачи машины, на которой Лицензиату разрешено использовать Программу.

В случае передачи машины и Программы Лицензиат должен предоставить печатную копию Соглашения и, если используется электронное лицензирование Программы, принять необходимые меры для того, чтобы перед первым использованием Программы правоприобретатель должен был принять условия Соглашения в электронной форме. Лицензиат также должен передать всю прочую документацию, относящуюся к машине или Программе.

При любой передаче Программы Лицензиата разрешение Лицензиата на использование Программы в соответствии со Свидетельством о Правах теряет силу.

КОМАНДА СБОРА ДАННЫХ О ПРОИЗВОДИТЕЛЬНОСТИ "cninstallperfcol":

С помощью команды cninstallperfcol в Storwize V7000 Unified устанавливается инструмент командной строки для сбора данных о производительности. Интерфейс инструмента командной строки представляет собой предварительный выпуск, предоставляемый в целях тестирования до выхода его в продажу, он может все еще находиться в стадии разработки и потому быть потенциально ненадежным.

Только в отношении данного интерфейса инструмента командной строки применяются следующие положения, которые заменяют собой условия гарантии из лицензионного соглашения IBM, предоставляемого вместе с Программой:

С УЧЕТОМ ЛЮБЫХ ПРЕДУСМОТРЕННЫХ ЗАКОНОМ ГАРАНТИЙ, КОТОРЫЕ НЕЛЬЗЯ ИСКЛЮЧИТЬ, ІВМ НЕ ДАЕТ НИКАКИХ ГАРАНТИЙ ИЛИ УСЛОВИЙ, ЯВНО ВЫРАЖЕННЫХ ИЛИ ПОДРАЗУМЕВАЕМЫХ, В ОТНОШЕНИИ ПРОГРАММЫ ИЛИ ПОДДЕРЖКИ, ПРИ НАЛИЧИИ ТАКОВОЙ, ВКЛЮЧАЯ, НО НЕ ОГРАНИЧИВАЯСЬ ЭТИМ, ЛЮБЫЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ ИЛИ УСЛОВИЯ ТОВАРОПРИГОДНОСТИ, УДОВЛЕТВОРИТЕЛЬНОГО КАЧЕСТВА, СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ И ПРАВА

СОБСТВЕННОСТИ И ЛЮБУЮ ГАРАНТИЮ ИЛИ УСЛОВИЕ НЕНАРУШЕНИЯ ПРАВ. НЕКОТОРЫЕ ГОСУДАРСТВА ИЛИ ЮРИСДИКЦИИ НЕ РАЗРЕШАЮТ ОТКАЗ ОТ ЯВНО ВЫРАЖЕННЫХ ИЛИ ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ; ПОЭТОМУ ПРИВЕДЕННОЕ ВЫШЕ ИСКЛЮЧЕНИЕ МОЖЕТ НЕ ПРИМЕНЯТЬСЯ К ЛИЦЕНЗИАТУ. В ЭТОМ СЛУЧАЕ ДЕЙСТВИЕ ТАКИХ ГАРАНТИЙ ОГРАНИЧЕНО МИНИМАЛЬНЫМ СРОКОМ, ТРЕБУЕМЫМ ЗАКОНОМ. ПО ИСТЕЧЕНИИ ЭТОГО СРОКА НИКАКИЕ ГАРАНТИИ НЕ ПРИМЕНИМЫ. НЕКОТОРЫЕ ГОСУДАРСТВА ИЛИ ЮРИСДИКЦИИ НЕ ДОПУСКАЮТ ОГРАНИЧЕНИЕ СРОКА ДЕЙСТВИЯ ПОДРАЗУМЕВАЕМЫХ ГАРАНТИЙ; ПОЭТОМУ ПРИВЕДЕННОЕ ВЫШЕ ИСКЛЮЧЕНИЕ МОЖЕТ НЕ ПРИМЕНЯТЬСЯ К ЛИЦЕНЗИАТУ. ЛИЦЕНЗИАТ МОЖЕТ ИМЕТЬ ДРУГИЕ ПРАВА, КОТОРЫЕ МОГУТ РАЗЛИЧАТЬСЯ ОТ СТРАНЫ К СТРАНЕ ИЛИ ОТ ЮРИСДИКЦИИ К ЮРИСДИКЦИИ. ЗА ИСКЛЮЧЕНИЕМ ЗАЯВЛЕННОГО В НАСТОЯЩЕМ ДОКУМЕНТЕ К ДАННОМУ ИНСТРУМЕНТУ ПРИМЕНЯЮТСЯ ПОЛОЖЕНИЯ ЛИЦЕНЗИИ.

PODATKI O LICENCIRANJU

Licence za programe, navedene spodaj, se izdajajo v skladu z naslednjimi določbami in pogoji, in veljajo poleg tistih iz IBM Mednarodna licenčna pogodba za program (IBM-ova številka obrazca Z125-3301-14.

Ime programa: IBM Storwize V7000 Unified File Module Software, Version 1.4.2

Številka programa: 5639-VF1

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

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

Program za omejeno uporabo

Ta program je ponujen samo za uporabo z imenovano strojno opremo ali z imenovanimi konfiguracijami strojne opreme, določenimi spodaj, ali za njihove nadgradnje. Imetnik licence ne sme uporabljati programa s povezavi s katerokoli drugo strojno opremo.

Imenovana strojna opreme ali imenovane konfiguracije strojne opreme: IBM Storwize V7000 Unified File Module

Ločeno licencirana koda

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

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

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

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

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

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

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

Sledijo ločeno licencirane kode:
conn-vfs.so
CTDB version 1.2.55
dbench version 4.0
Dstat_s version 1.0
Fuse version 2.7.4 (libfuse)
Fuse version 2.7.4 (Linux kernel module, utils)
GDBM version 1.8.3
Gettext version 0.14.6
Gettext version 0.16.1
gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

Izvorne komponente in vzorčno gradivo

Program lahko vključuje nekatere komponente v obliki izvorne kode ("izvorne komponente") in drugo gradivo, imenovano "vzorčno gradivo". Imetnik licence lahko kopira in spreminja izvorne komponente ter vzorčno gradivo za notranjo uporabo samo v primeru, da je takšna uporaba v okviru licenčnih pravic, določenih v tej pogodbi, vendar imetnik licence ne sme spreminjati ali brisati kakršnihkoli informacij o avtorstvu ali obvestil v izvornih komponentah ali vzorčnem gradivu. IBM ponuja izvorne komponente in vzorčno gradivo brez obveznosti za podporo in "TAKŠNO, KAKRŠNO JE", BREZ GARANCIJ KAKRŠNEKOLI VRSTE, PA NAJ BODO IZRECNE ALI NAKAZANE, KAR VKLJUČUJE TUDI GARANCIJO ZA NASLOV, NEKRŠENJE ALI NEOVIRANJE IN ZAKONSKE GARANCIJE IN POGOJE ZA PRODAJNOST IN PRIMERNOST ZA DOLOČEN NAMEN.

Izvozne in uvozne omejitve

Ta program lahko vsebuje kodirano pisavo. Prenos ali uporaba programa sta lahko prepovedana ali pa sta predmet izvoznih ali uvoznih zakonov, predpisov ali načel, vključno z izvoznimi predpisi ameriške administracije. Imetnik licence prevzema vso odgovornost za podrejanje vsem ustreznim zakonom, predpisom in načelom v zvezi z izvažanjem, uvažanjem ali uporabo tega programa, kar vključuje tudi (vendar ni omejeno na) omejitve izvažanja ali vnovičnega izvažanja Združenih držav Amerike. Za pridobitev izvozne klasifikacije za ta program pojdite na spletno stran https://www.ibm.com/products/exporting/.

Pogoji, specifični za program

Imetnik licence mora pri uporabi programa upoštevati naslednje odstavke z naslovi "ENOJEN KLIK ZA SOGLASJE", "NAPRAVA ZA ONEMOGOČENJE", "DATOTEČNI MODULI Storwize V7000 IN ODJEMALCI TSM", "PRENOS PRAVIC IN OBVEZNOSTI ZA PROGRAM" in "UKAZ ZA ZBIRANJE ZMOGLJIVOSTI 'cninstallperfcol'", izraz "program" v teh odstavkih pa pomeni programsko opremo Storwize V7000 Unified.

ENOJEN KLIK ZA SOGLASJE:

Programska oprema Storwize V7000 Unified vsebuje licencirane datotečne module. Enojen klik za soglasje v prvem datotečnem modulu pomeni, da imetnik licence soglaša z licenčnimi določbami za vse datotečne module v izdelku Storwize V7000 Unified. Imetniku licence ni potrebno klikniti za soglasje za vsak posamezni datotečni modul v izdelku Storwize V7000 Unified.

NAPRAVA ZA ONEMOGOČENJE:

Program lahko vključuje napravo za onemogočenje, ki preprečuje uporabo določenih funkcij.

Imetnik licence ne bo poskušal brez dovoljenja spreminjati takšne naprave za onemogočenje ali kako drugače spreminjati programa.

DATOTEČNI MODULI Storwize V7000 IN ODJEMALCI TSM:

Programska oprema Storwize V7000 Unified vsebuje predhodno naloženo kopijo odjemalske komponente IBM Tivoli Storage Manager V6.x (IBM-ov program 5608-E01) in predhodno naloženo kopijo odjemalske komponente IBM Tivoli Storage Manager Extended Edition V6.x (IBM-ov program 5608-E02) (v tem dokumentu posamezno imenovani "nadomestni odjemalec TSM").

Za vsak datotečni modul v programski opremi Storwize V7000 Unified, ki je povezan s strežnikom TSM, in je namenjen za uporabo nadomestnega odjemalca TSM, mora imetnik licence ločeno pridobiti naslednje:

- 1) licence za IBM Tivoli Storage Manager V6.x. ali IBM Tivoli Storage Manager Extended Edition V6.x
- in 2) ustrezno potrdilo o upravičenosti za uporabo ustreznega nadomestnega odjemalca TSM.

Programska oprema Storwize V7000 Unified vsebuje tudi predhodno naloženo kopijo odjemalske komponente GPFS on Linux Hierchical Storage Management (HSM) programa IBM Tivoli Storage Manager for Space Management (IBM-ov program 5608-E12) (v tem dokumentu posamezno imenovan "odjemalec TSM HSM").

Za vsak datotečni modul v sistemu Storwize V7000 Unified, ki s pomočjo odjemalca TSM HSM preseli datoteke v zunanji hranilni sklad TSM ali iz njega, mora imetnik licence ločeno pridobiti naslednje:

- 1) licence za IBM Tivoli Storage Manager for Space Management
- in 2) ustrezno potrdilo o upravičenosti za uporabo ustreznega odjemalca TSM HSM.

PRENOS PRAVIC IN OBVEZNOSTI ZA PROGRAM:

Imetnik licence ne sme prenesti programa na tretjo osebo ločeno od prenosa računalnika, na katerem lahko uporablja program.

Ob prenosu računalnika in programa mora imetnik licence priskrbeti natisnjeno kopijo pogodbe, v primeru elektronskega licenciranja za program pa mora poskrbeti za ustrezne ukrepe, ki od prevzemnika pred prvo uporabo programa zahtevajo, da v elektronski obliki soglaša s pogodbo. Prenesti mora tudi vso drugo dokumentacijo, povezano z računalnikom ali programom.

Če imetnik licence prenese program, njegovo pooblastilo za uporabo programov na podlagi potrdila o upravičenosti preneha veljati.

UKAZ ZA ZBIRANJE ZMOGLJIVOSTI "cninstallperfcol":

Imetnik licence bo z izdajo ukaza Storwize V7000 Unified cninstallperfcol namestil orodje ukazne vrstice za zbiranje zmogljivosti v sistemu Storwize V7000 Unified. Vmesnik orodja ukazne vrstice je zgodnja izdaja, namenjena za preizkušanje, preden bo izdelek ponujen za komercialno uporabo, in je lahko še vedno v fazi razvijanja in je zato torej lahko nezanesljiva.

Samo za namene vmesnika orodja ukazne vrstice veljajo naslednje določbe, ki nadomeščajo garancijske določbe iz IBM-ove licenčne pogodbe, ponujene s programom:

V SKLADU S KATERIMI KOLI ZAKONSKIMI GARANCIJAMI, KI JIH NI MOGOČE IZVZETI, NE DAJE IBM V ZVEZI S PROGRAMOM ALI PODPORO (ČE JE NA VOLJO) NOBENIH GARANCIJ ALI POGOJEV, PA NAJ BODO IZRECNI ALI NAKAZANI, KAR VKLJUČUJE TUDI (VENDAR NI OMEJENO NA) KATERE KOLI NAKAZANE GARANCIJE ALI POGOJE TRŽNOSTI, ZADOVOLJIVE KAKOVOSTI, UPORABNOSTI

ZA DOLOČEN NAMEN IN NASLOVA TER KATERO KOLI GARANCIJO ALI POGOJ NEKRŠENJA. NEKATERE DRŽAVE ALI JURISDIKCIJE NE DOVOLIJO IZVZETJA IZRECNIH ALI NAKAZANIH GARANCIJ, ZATO ZGORNJA OMEJITEV LAHKO NE VELJA ZA IMETNIKA LICENCE. V TEM PRIMERU JE TRAJNOST TAKŠNIH GARANCIJ OMEJENA NA MINIMALNO ZAKONSKO ZAHTEVANO OBDOBJE. PO IZTEKU TEGA ROKA NE VELJA VEČ NOBENA GARANCIJA. NEKATERE DRŽAVE ALI JURISDIKCIJE NE DOVOLIJO OMEJITVE V TRAJANJU NAKAZANIH GARANCIJ, ZATO ZGORNJA OMEJITEV LAHKO NE VELJA ZA IMETNIKA LICENCE. IMETNIKU LICENCE PA LAHKO PRIPADAJO DRUGE PRAVICE, KI SE SPREMINJAJO OD DRŽAVE DO DRŽAVE ALI OD JURISDIKCIJE DO JURISDIKCIJE. RAZEN KOT JE DOLOČENO V TEM DOKUMENTU, VELJAJO ZA TO ORODJE DOLOČBE LICENCE.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones, además de los del IBM Acuerdo Internacional de Programas bajo Licencia (form number de IBM Z125-3301-14).

Nombre de Programa: IBM Storwize V7000 Unified File Module Software, Version

1.4.2

Número de Programa: 5639-VF1

Tal como se estipula en el Acuerdo Internacional de Programas Bajo Licencia ("IPLA") y en la presente Información de Licencia, IBM otorga al Licenciatario un derecho limitado a utilizar el Programa. Este derecho está limitado a los niveles de Uso Autorizado establecidos, como una Value Unit de Procesador ("PVU"), una Value Unit ("VU") u otros niveles de uso estipulados que el Licenciatario hubiera pagado, tal como se indica en el Documento de Titularidad. El uso por parte del Licenciatario también se limitará a una máquina especificada o al uso como Programa de Soporte, o se someterá a otras restricciones. Puesto que el Licenciatario no ha pagado el valor económico íntegrodel Programa, no se permitirá ningún otro uso sin abonar previamente los cargos adicionales correspondientes. Además, tal como se indica en el IPLA, 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. Podrán otorgarse al Licenciatario derechos adicionales previo pago de los cargos adicionales correspondientes o en virtud de unos términos distintos o complementarios. IBM se reserva el derecho a determinar si desea otorgar al Licenciatario dichos derechos adicionales.

Encontrará las especificaciones del Programa en las cláusulas comunes Descripción e Información técnica incluidas en las Cartas de anuncio del Programa.

Programa de Uso Limitado

Este Programa se suministra sólo para el uso con el hardware o las configuraciones de hardware designados definidos a continuación o sus actualizaciones. El Licenciatario tiene prohibido utilizar este Programa con cualquier otro hardware.

Hardware o configuraciones de hardware designados: IBM Storwize V7000 Unified File Module

Código con Licencia Separada

Las estipulaciones que se establecen en este párrafo no se aplicarán en caso de que se declaren inválidas o sin fuerza ejecutoria bajo la ley que rige esta licencia. Los componentes que se enumeran a continuación se consideran "Código con Licencia Separada". El Código con Licencia Separada de IBM se licencia al Licenciatario de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de terceros en el archivo NON_IBM_LICENSE que acompaña al Programa. Independientemente de los términos del Acuerdo o de cualquier otro acuerdo que el Licenciatario pudiera tener con IBM, los términos de dichos acuerdos de licencia de terceros rigen el uso por parte del Licenciatario de todo el Código con Licencia Separada, excepto que se especifique de otro modo a continuación.

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

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

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

- (a) IBM proporciona este Código con Licencia Separada al Licenciatario SIN GARANTÍA DE NINGÚN TIPO;
 - (b) IBM NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDAS, PERO SIN LIMITARSE A, LA GARANTÍA DE TÍTULO, LA GARANTÍA RESPECTO A DERECHOS DE TERCEROS O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA RESPECTO AL CÓDIGO CON LICENCIA SEPARADA;
 - (c) IBM no será responsable ante el Licenciatario, y no defenderá, ni mantendrá indemne o fuera de toda responsabilidad al Licenciatario de ninguna reclamación que surja del Código con Licencia Separada o esté relacionada con éste; y
 - (d) IBM no se responsabiliza de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo o consecuencial incluidas, pero sin limitarse a, la pérdida de datos, la pérdida de ahorros y la pérdida de beneficios respecto al Código con Licencia Separada.

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

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

A continuación se enumera Código con Licencia Separada:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat_s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Ologic CNA driver OLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software Red Hat Enterprise Linux version 6.1 eCos Redboot version 2.0 Emulex Software PolarSSL version 1.0.0 (Emulex UCNA) SMC8150L2 Ethernet Switch Voltaire Grid Director Switch Software Mellanox InfiniHost Software

Componentes en Código Fuente y Materiales de muestra

El Programa puede incluir algunos componentes en formato de código fuente ("Componente en Código Fuente") y otros materiales identificados como Materiales de muestra. 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.

Restricciones de exportación e importación

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

Términos Exclusivos del Programa

Los siguientes párrafos titulados "PULSAR UNA VEZ PARA ACEPTAR", "DISPOSITIVO INHABILITADOR", "MÓDULOS DE ARCHIVO Y CLIENTES TSM de Storwize V7000", "TRANSFERENCIA DE LOS DERECHOS Y OBLIGACIONES DEL PROGRAMA" y "MANDATO DE RECOPILACIÓN DE RENDIMIENTO

'cninstallperfcol'": se aplican al uso por parte del Licenciatario del Programa, y el término "Programa" en estos párrafos hará referencia al software Storwize V7000 Unified.

PULSAR UNA VEZ PARA ACEPTAR:

Storwize V7000 Unified contiene módulos de archivo de licencia. Cuando el Licenciatario pulsa para aceptar el primer módulo de archivo, representa que el Licenciatario acepta los términos de licencia de todos los módulos de archivo de Storwize V7000 Unified. No es necesario que el Licenciatario pulse para aceptar cada módulo de archivo individual de Storwize V7000 Unified

DISPOSITIVO INHABILITADOR:

El Programa puede incluir un dispositivo inhabilitador que evitará que se puedan utilizar ciertas funciones.

El Licenciatario no modificará este dispositivo inhabilitador ni modificará el Programa.

MÓDULOS DE ARCHIVO Y CLIENTES TSM de Storwize V7000:

El software de Storwize V7000 Unified contiene un copia precargada del componente del cliente de IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) y una copia precargada del componente del cliente de IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) (de ahora en adelante, individualmente llamado "TSM Backup Client").

Para cada módulo de archivo del software de Storwize V7000 Unified que esté conectado a un servidor TSM y vaya a utilizar TSM Backup Client, el Licenciatario debe haber adquirido o debe adquirir por separado:

- 1) licencias para IBM Tivoli Storage Manager V6.x. o IBM Tivoli Storage Manager Extended Edition V6.x
- y 2) el Documento de Titularidad pertinente para utilizar el TSM Backup Client aplicable.

El software de Storwize V7000 Unified también contiene una copia precargada de GPFS en el componente del cliente de Linux Hierchical Storage Management (HSM) de IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) (de ahora en adelante, individualmente llamado "TSM HSM Client").

Para cada módulo de archivo del sistema Storwize V7000 Unified que esté utilizando TSM HSM Client para migrar archivos desde y hasta una agrupación de almacenamiento TSM externa, el Licenciatario debe haber adquirido o debe adquirir por separado

- 1) licencias para IBM Tivoli Storage Manager for Space Management
- y 2) el Documento de Titularidad pertinente para utilizar el Cliente TSM HSM.

TRANSFERENCIA DE LOS DERECHOS Y OBLIGACIONES DEL PROGRAMA:

El Licenciatario no puede transferir el Programa a un tercero independientemente de la transferencia de la máquina para la cual el Licenciatario tiene autorización de uso del Programa.

Cuando se transfiere el Programa y la máquina, el Licenciatario debe proporcionar una copia impresa del Acuerdo y, si se utilizan licencias electrónicas para el Programa, emprender las acciones necesarias para la aceptación electrónica del Acuerdo mediante la transferencia antes de utilizar por primera vez el Programa. Asimismo, el Licenciatario debe transferir el resto de la documentación relacionada con la máquina o el Programa.

Cualquier transferencia del Programa del Licenciatario finaliza la Autorización del Licenciatario para utilizar los Programas de acuerdo con el Documento de Titularidad.

MANDATO DE RECOPILACIÓN DE RENDIMIENTO "cninstallperfcol":

al emitir el mandato de Storwize V7000 Unified cninstallperfcol se instalará la herramienta de línea de mandatos de recopilación de rendimiento en Storwize V7000 Unified. La interfaz de la herramienta de línea de mandatos se encuentra en una release previa con la finalidad de realizar pruebas antes de que se ponga a disposición como producto comercial y es posible que aún esté en desarrollo y, por tanto, sea potencialmente poco fiable.

Únicamente a efectos de esta interfaz de la herramienta de línea de mandatos, se aplicarán los siguientes términos y sustituirán los términos de la garantía en el acuerdo de licencia de IBM proporcionado con el Programa:

EXCEPTO CUALQUIER GARANTÍA ESTATUTARIA QUE NO SE PUDIERA EXCLUIR, IBM NO OFRECE NINGUNA GARANTÍA NI CONDICIÓN, IMPLÍCITA O EXPLÍCITA, REFERENTE AL PROGRAMA DE SOPORTE, INCLUIDAS, A TÍTULO ENUNCIATIVO Y NO LIMITATIVO, LAS GARANTÍAS O CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN, CALIDAD SATISFACTORIA, IDONEIDAD PARA UN PROPÓSITO CONCRETO Y TÍTULO, NI GARANTÍA O CONDICIÓN DE NO VULNERACIÓN DE DERECHOS DE TERCEROS. LA EXCLUSIÓN DE

GARANTÍAS EXPLÍCITAS O IMPLÍCITAS PUEDE NO ESTAR PERMITIDA POR ALGUNOS ESTADOS O JURISDICCIONES Y, POR TANTO, PUEDE QUE DICHA EXCLUSIÓN NO SEA APLICABLE AL LICENCIATARIO. EN TAL CASO, LA DURACIÓN DE DICHAS GARANTÍAS SE LIMITA AL PERIODO MÍNIMO QUE EXIJA LA LEGISLACIÓN. NO SE APLICARÁN GARANTÍAS DESPUÉS DE DICHO PERIODO. ALGUNOS ESTADOS O JURISDICCIONES NO PERMITEN LIMITACIONES EN CUANTO A LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA, POR LO PUEDE QUE LA LIMITACIÓN ANTERIOR NO SEA APLICABLE AL LICENCIATARIO. EL LICENCIATARIO PUEDE CONTAR CON OTROS DERECHOS QUE VARÍAN SEGÚN EL ESTADO O LA JURISDICCIÓN. SALVO AQUELLAS EXCEPCIONES QUE SE ESTABLEZCAN POR LA PRESENTE, LOS TÉRMINOS DE LA LICENCIA SE APLICAN A ESTA HERRAMIENTA.

LISANS BILGILERI

Aşağıda listelenen programlar, IBM Uluslararası Program Lisans Sözleşmesi (IBM form numarası Z125-3301-14) koşullarına ek olarak aşağıdaki koşullar kapşamında lisanslanır.

Program Adı: IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Program Numarası: 5639-VF1

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

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

Sınırlı Kullanım Programı

Bu Program yalnızca aşağıda belirtilen adı belirlenmiş donanım ya da donanım konfigürasyonu/konfigürasyonları ile veya bunların büyütmeleriyle kullanılmak üzere sağlanır. Lisans Alan Tarafın, bu Programı diğer herhangi bir donanımla bağlantılı olarak kullanması yasaktır.

Adı belirlenmiş donanım ya da donanım konfigürasyonu/konfigürasyonları: IBM Storwize V7000 Unified File Module

Ayrıca Lisanslanan Kod

Bu paragrafta yer alan hükümler, bu lisansın tabi olduğu yasalar kapsamında geçersiz sayıldıkları veya uygulanamaz olarak değerlendirildikleri sürece geçerli olmazlar. Aşağıda listelenen bileşenlerden her biri "Ayrıca Lisanslanan Kod" olarak değerlendirilir. Ayrıca Lisanslanan Kod, Lisans Alan Tarafa, IBM tarafından bu Programla birlikte gönderilen NON_IBM_LICENSE dosyasında/dosyalarında belirtilen geçerli üçüncü kişi lisans sözleşmesi/sözleşmeleri koşulları kapsamında lisanslanır. Bu Sözleşmede veya Lisans Alan

Tarafın IBM ile yapmış olabileceği diğer bir sözleşmede yer alan koşullar dikkate alınmaksızın, Ayrıca Lisanslanan Kodların tümünün kullanımı, aşağıda aksi belirtilmedikçe, bu tür üçüncü kişi lisans sözleşmelerinin koşullarına tabidir.

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

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

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

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

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

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

Ayrıca Lisanslanan Kod aşağıdadır:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat_s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgerypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PyOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PyWBEM Patch

Qlogic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4 CTDB 49

Rsync version 3.1.0dev

Smartmontools version 6.0

socklib version 0.3

Ti USB version 2.6

Ti USB 3410 5052 version 1.28-1

vfs.c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

Kaynak Bileşenler ve Örnek Malzemeler

Bu Program, kaynak kodu biçimindeki bazı bileşenleri ("Kaynak Bileşenler") ve Örnek Malzemeler olarak tanımlanan diğer malzemeleri içerebilir. Lisans Alan Taraf, Kaynak Bileşenleri ve Örnek Malzemeleri ancak Kaynak Bileşenleri ve Örnek Malzemeleri kullanımının bu Sözleşme kapsamındaki lisans hakları tarafından çizilen sınırlar içinde kalması ve ancak Kaynak Bileşenlerde ya da Örnek Malzemelerde içerilen hiçbir telif hakkı bilgisini veya bildirimini değiştirmemek veya silmemek koşuluyla dahili olarak kullanmak amacıyla kopyalayabilir ve kullanabilir. IBM, Kaynak Bileşenleri ve Örnek Malzemeleri, destek yükümlülüğü olmaksızın ve MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALE EDİLMEYECEĞİNE DAİR GARANTİLER İLE TİCARİLİĞE VE BELİRLİ BİR AMACA UYGUNLUĞA DAİR ZIMNİ GARANTİLER VE KOŞULLAR DA DAHİL OLMAK, ANCAK TÜMÜ BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇİK VEYA ZIMNİ HİÇBİR GARANTİ VERMEKSİZİN "OLDUĞU GİBİ" ESASIYLA SAĞLAR.

İhracat ve İthalat Sınırlamaları

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

Programa Özgü Koşullar

Lisans Alan Tarafın bu Programı kullanımı, aşağıda yer alan "TEK TIKLATMAYLA KABUL", "KULLANIMDAN ÇIKARMA AYGITI", "Storwize V7000 DOSYA MODÜLLERİ VE TSM İSTEMCİLERİ", "PROGRAM HAK VE YÜKÜMLÜLÜKLERİNİN DEVRİ" ve "PERFORMANS TOPLAMA KOMUTU 'cninstallperfcol'" başlıklı paragraflara tabidir ve bu paragraflarda kullanılan "Program" terimi Storwize V7000 Unified yazılımı anlamına gelir.

TEK TIKLATMAYLA KABUL:

Storwize V7000 Unified yazılımı lisanslı dosya modülleri içerir. Lisans Alan Tarafın, lisans koşullarını kabul etmek için ilk dosya modülünde ilgili düğmeyi bir kez tıklatması, Lisans Alan Tarafın Storwize V7000 Unified yazılımı içinde yer alan tüm dosya modüllerine ilişkin lisans koşullarını kabul etmesi anlamına gelir. Böylece, Lisans Alan Tarafın lisans koşullarını kabul etmek üzere Storwize V7000 Unified yazılımı içindeki her bir dosya modülünü tek tek tıklatması gerekmez.

KULLANIMDAN ÇIKARMA AYGITI:

Bu Program, belirli özelliklerin kullanılmasını engelleyen bir kullanımdan çıkarma aygıtı içerebilir.

Lisans Alan Taraf, bu tür bir kullanımdan çıkarma aygıtına müdahale edemez ya da bu Programı başka bir şekilde değiştiremez.

Storwize V7000 DOSYA MODÜLLERİ VE TSM İSTEMCİLERİ:

Storwize V7000 Unified yazılımı, IBM Tivoli Storage Manager V6.x (IBM Program 5608-E01) programına ve IBM Tivoli Storage Manager Extended Edition V6.x (IBM Program 5608-E02) programına ilişkin istemci bileşenlerinin önceden yüklenmiş bir kopyasını içerir (bu nedenle söz konusu programların tek tek her biri "TSM Yedekleme İstemcisi" olarak adlandırılır).

Bir TSM sunucusuyla bağlantılı olan ve TSM Yedekleme İstemcisini kullanması amaçlanan ve Storwize V7000 Unified yazılımında yer alan her dosya modülü için Lisans Alan Tarafın aşağıda belirtilenleri ayrıca edinmiş veya edinecek olması gerekir:

1) IBM Tivoli Storage Manager V6.x. ya da IBM Tivoli Storage Manager Extended Edition V6.x ürünlerinden birine iliskin lisans

ve 2) geçerli TSM Yedekleme İstemcisini kullanmak üzere gereken uygun Yetki Belgesi (PoE).

Storwize V7000 Unified yazılımı, ayrıca IBM Tivoli Storage Manager for Space Management (IBM Program 5608-E12) ürününün GPFS on Linux Hierchical Storage Management (HSM) istemci bileşeninin önceden yüklenmiş bir kopyasını da içerir (bundan sonra söz konusu programların tek tek her biri "TSM HSM İstemcisi" olarak adlandırılacaktır).

Harici bir TSM depolama havuzundan dosya almak ve bu havuza dosya göndermek için TSM HSM İstemcisini kullanan Storwize V7000 Unified sistemindeki her bir dosya modülü için Lisans Alan Tarafın aşağıda belirtilenleri ayrıca edinmiş veya edinecek olması gerekir:

1) IBM Tivoli Storage Manager for Space Management ürünü için lisanslar

ve 2) geçerli TSM HSM İstemcisini kullanmak üzere gereken uygun Yetki Belgesi (PoE).

PROGRAM HAK VE YÜKÜMLÜLÜKLERİNİN DEVRİ:

Lisans Alan Taraf, bu Programı çalıştırmaya yetkili olduğu makineden ayrı olarak, tek başına üçüncü bir kişiye devredemez.

Makine ve Program devredildiğinde, Lisans Alan Taraf, Sözleşmenin yazılı bir kopyasını sağlamalı ve Program için elektronik lisanslama yöntemi kullanıldıysa, devredilen kişinin Programı ilk kullanımından önce, Sözleşmeye ilişkin elektronik onayını zorunlu kılacak şekilde gerekli önlemleri almalıdır. Ayrıca, Lisans Alan Taraf makineye veya Programa ilişkin diğer tüm belgeleri de devretmelidir.

Lisans Alan Tarafın bu Programları devri, Lisans Alan Tarafın Programları Yetki Belgesi (PoE) kapsamında kullanım yetkisini sona erdirir.

PERFORMANS TOPLAMA KOMUTU "cninstallperfcol":

'cninstallperfcol' Storwize V7000 Unified komutunun verilmesi, Storwize V7000 Unified içindeki performans toplama komut satırı aracının kurulmasını sağlar. Komut satırı aracı arabirimi, ticari olarak piyasaya sürülmeden önce deneme amacıyla kullanılan bir önyayın olduğundan henüz geliştirme aşamasında olup potansiyel olarak çok güvenilir değildir.

Yalnızca bu komut satırı aracı arabiriminin amaçları açısından aşağıdaki koşullar geçerli olur ve bu koşullar bu Programla birlikte sağlanan IBM lisans sözleşmesindeki garanti koşullarını hükümsüz kılarak onların yerine geçer:

TABİ BULUNDUĞU KANUNLARIN GARANTİ KAPSAMI DISINDA TUTULAMAYACAĞINI BELİRTTİĞİ GARANTİLER DISINDA IBM. BU PROGRAMA VEYA EĞER SAĞLANIYORSA, DESTEĞE İLİSKİN HAK İHLALİ YAPILMAYACAĞINA DAİR GARANTİLER VEYA KOSULLAR İLE UNVAN. BELİRLİ BİR AMACA UYGUNLUK. YETERLİ KALİTE VE TİCARİLİK İCİN ZIMNİ GARANTİLER VEYA KOSULLAR DA DAHİL OLMAK, ANCAK TÜMÜ BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VEYA ZIMNİ HİÇBİR GARANTİ VERMEZ VEYA KOŞUL ÖNE SÜRMEZ. BAZI ÜLKELER YA DA HUKUK DÜZENLERİ. ACIK YA DA ZIMNÎ GARANTİLERİN HARİC TUTULMASINA İZİN VERMEZ, BU DURUMDA YUKARIDA HARİC TUTULAN GARANTİLER LİSANS ALAN TARAF İÇİN GEÇERLİ OLMAYABİLİR. BÖYLE BİR DURUMDA, BU TÜR GARANTİLER YASALAR TARAFINDAN ZORUNLU TUTULAN EN KISA SÜREYLE SINIRLIDIR. BU SÜRE DOLDUKTAN SONRA HİCBİR GARANTİ GECERLİ DEĞİLDİR. BAZI ÜLKELER YA DA HUKUK DÜZENLERİ, ZIMNİ BİR GARANTİNİN NE KADAR SÜRECEĞİNE İLİSKİN SINIRLAMALARA İZİN VERMEZ, BU DURUMDA YUKARIDAKİ SINIRLAMALAR LİSANS ALAN TARAF İCİN GECERLİ OLMAYABİLİR. LİSANS ALAN TARAF. ÜLKELERE YA DA HUKUK DÜZENLERİNE GÖRE DEĞİŞEN BAŞKA HAKLARA DA SAHİP OLABİLİR. BU BELGEDE BELİRTİLENLER HARİCİNDE, LİSANS KOSULLARI BU ARAC İÇİN GECERLİDİR.

Terms and Conditions for Separately Licensed Code

IBM Storwize V7000 Unified File Module Software, Version 1.4.2

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

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

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

The following are Separately Licensed Code:

conn-vfs.so

CTDB version 1.2.55

dbench version 4.0

Dstat s version 1.0

Fuse version 2.7.4 (libfuse)

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.14.6

Gettext version 0.16.1

gnome keyring library header version 0.8.1

libfuse version 2.5.3

Libgcrypt version 1.4.6

Libgpg-error version 1.10

Libgthread version 2.16.4

Libiconv version 1.12

Libsysfs version 2.1.0

Lxml version 2.1.2

Paramiko version 1.7.6

PvOpenSSL version 0.11

Python-crontab version 0.7

PyWBEM version 0.7

PvWBEM Patch

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline version 6.1

Remote cache version 3.5

Rsync version 3.0.0

samba version 3.6.4_CTDB_49 Rsync version 3.1.0dev Smartmontools version 6.0 socklib version 0.3 Ti USB version 2.6 Ti USB 3410 5052 version 1.28-1 wfs c

DataDirect Networks 6620 Controller Firmware

Linux Filepath version 1.0.0

Qlogic Software

Red Hat Enterprise Linux version 6.1

eCos Redboot version 2.0

Emulex Software

PolarSSL version 1.0.0 (Emulex UCNA)

SMC8150L2 Ethernet Switch

Voltaire Grid Director Switch Software

Mellanox InfiniHost Software

aaaaaaaaaaaaaaaaaa

_____ GNU General Public License Version 2.0: THE FOLLOWING TERMS AND

CONDITIONS apply to the listed components below which are licensed under the GNU General Public License Version 2.0 License:

Dstat s version 1.0

Fuse version 2.7.4 (Linux kernel module, utils)

GDBM version 1.8.3

Gettext version 0.16.1

Libiconv version 1.12

Ologic QLA2xxx Driver version 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Smartmontools version 6.0

Ti USB version 2.6

Ti USB 3410 5052 1.28-1

PolarSSL version 1.0.0 (Emulex UCNA)

Start of GNU GPL Version 2.0 License

GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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

Preamble

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

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

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

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

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

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

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any

patent must be licensed for everyone's free use or not licensed at all.

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

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

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any

part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

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

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium

customarily used for software interchange; or,

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

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

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein.

You are not responsible for enforcing compliance by third parties to this License.

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

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY

FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN

OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES

PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS

TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE

PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING,

REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR

REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED

TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY

YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER

PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

This is free software, and you are welcome to redistribute it

under certain conditions; type `show c' for details.

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

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

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

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

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

END (CNIL CDI II :	2 1 :
END of GNU GPL Version	1 2 License

aaaaaaaaaaaaaaaaaa

Smartmontools version 6.0: The Program includes Smartmontools

version 6.0 software. IBM is required to provide to Licensee the following requisite notices and other important information with respect to this software:

/*_

- * Copyright (c) 2000 Michael Smith
- * Copyright (c) 2003 Paul Saab
- * Copyright (c) 2003 Vinod Kashyap
- * Copyright (c) 2000 BSDi
- * All rights reserved.
- *
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:
- * 1. Redistributions of source code must retain the above copyright

- * notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- * notice, this list of conditions and the following disclaimer in the
- * documentation and/or other materials provided with the distribution.

*

- * THIS SOFTWARE IS PROVIDED BY THE AUTHOR AND CONTRIBUTORS ``AS IS" AND
- * ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
- * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
- * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
- * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
- * SUCH DAMAGE.

*/

/*

- * Copyright (c) 2004-05 Applied Micro Circuits Corporation.
- * Copyright (c) 2004-05 Vinod Kashyap
- * All rights reserved.
- *
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:
- * 1. Redistributions of source code must retain the above copyright
- * notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- * notice, this list of conditions and the following disclaimer in the
- * documentation and/or other materials provided with the distribution.

*

- * THIS SOFTWARE IS PROVIDED BY THE AUTHOR AND CONTRIBUTORS ``AS IS" AND
- * ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE

- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
- * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
- * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
- * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
- * SUCH DAMAGE.

*/

/*_

- * Copyright (c) 2001 Michael Smith
- * All rights reserved.
- *
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:
- * 1. Redistributions of source code must retain the above copyright
- * notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- * notice, this list of conditions and the following disclaimer in the
- * documentation and/or other materials provided with the distribution.
- * THIS SOFTWARE IS PROVIDED BY THE AUTHOR AND CONTRIBUTORS ``AS IS" AND
- * ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO. THE
- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS

- * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
- * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
- * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
- * SUCH DAMAGE.

*

*	\$FreeBSD:	src/sys/de	ev/ciss/cis	sio.h,v	1.6.2.1.6.1	2010/	12/21	17:09:25	kensmith	Exp
\$										_
*	/									

*/

END OF Smartmontools version 6.0 NOTICES AND INFORMATION

aaaaaaaaaaaaaaa

GNU General Public License Version 3.0: THE FOLLOWING TERMS AND CONDITIONS apply to the listed components below which are licensed

conn-vfs.so CTDB version 1.2.55 dbench version 4.0 Libiconv version 1.12 Python-crontab version 0.7 Readline version 6.1 Remote cache version 3.5 Rsync version 3.0.0 Rsync version 3.1.0dev samba version 3.6.4_CTDB_49 vfs.c

START	of GNU	GPL Ve	ersion 3	License	9	

under the GNU General Public License Version 3.0 License:

GNU GENERAL PUBLIC LICENSE

Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. http://fsf.org/ Everyone is permitted to copy and distribute verbatim copies

of this license document, but changing it is not allowed.

Preamble

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

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

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

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

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

To "convey" a work means any kind of propagation that enables other

parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

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

1. Source Code.

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

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

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

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

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

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

2. Basic Permissions.

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

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

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

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

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

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

4. Conveying Verbatim Copies.

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

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

5. Conveying Modified Source Versions.

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

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

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

beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

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

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

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

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

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

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

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

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

protocols for communication across the network.

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

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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

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

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

f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

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

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

8. Termination.

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

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

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

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

9. Acceptance Not Required for Having Copies.

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

10. Automatic Licensing of Downstream Recipients.

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

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

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

11. Patents.

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

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

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

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

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

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

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

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

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

13. Use with the GNU Affero General Public License.

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

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

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

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

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY

APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT

HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY

OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM

IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF

ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO INWRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS

THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY

GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE

USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF

DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD

PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS),

EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

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

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

END of GPL 3.0 License
@@@@@@@@@@@
GNU Lesser General Public License Version 3.0: THE FOLLOWING TERMS AND CONDITIONS apply to the listed components below which are licensed under the GNU LGPL Version 3.0 License:
Portions of CTDB version 1.2.55

GNU LESSER GENERAL PUBLIC LICENSE

Start of GNU LGPL Version 3.0 License

Version 3, 29 June 2007

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

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

0. Additional Definitions.

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

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

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

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

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

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

1. Exception to Section 3 of the GNU GPL.

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

2. Conveying Modified Versions.

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

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

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

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

4. Combined Works.

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

- a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.
- b) Accompany the Combined Work with a copy of the GNU GPL and this license document.
- c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among

these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

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

5. Combined Libraries.

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

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

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

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

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

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

END of GNU LGPL Version 3.0 License	

aaaaaaaaaaaaaaaaa

GNU Lesser General Public License Version 2.1: THE FOLLOWING TERMS

AND CONDITIONS APPLY TO the listed components below which are licensed under the GNU LGPL Version 2.1 License:

Fuse version 2.7.4 (libfuse)
Gettext version 0.14.6 and 0.16.1
libfuse version 2.5.3
Libgcrypt version 1.4.6
Libgpg-error version 1.10
Libgthread version 2.16.4
Libsysfs version 2.1.0
Paramiko version 1.7.6
PyOpenSSL version 0.11
PyWBEM version 0.7
PyWBEM Patch
Portions of Smartmontools version 6.0

Start of GNU LGPL Version 2.1 License	

GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999

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

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

Preamble

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

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

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

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

For example, if you distribute copies of the library, whether gratis

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

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

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

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

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

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

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

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

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

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is

included without limitation in the term "modification".)

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

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

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

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

- 2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of

its purpose remains meaningful.

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

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

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

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

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

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

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

4. You may copy and distribute the Library (or a portion or

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

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit

modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

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

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library

subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.

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

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

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

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

- 12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version,

but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

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

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

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

KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN

WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU

FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A

FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF

SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

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

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

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

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

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the library `Frob' (a library for tweaking knobs) written by James Random Hacker. <signature coon="" of="" ty="">, 1 April 1990 Ty Coon, President of Vice</signature>
That's all there is to it!
END of GNU LGPL Version 2.1 License
@@@@@@@@@@@
GNU Library General Public License Version 2: THE FOLLOWING TERMS AND CONDITIONS APPLY TO the listed components below which are licensed under the GNU LGPL Version 2 license:
AND CONDITIONS APPLY TO the listed components below which are licensed
AND CONDITIONS APPLY TO the listed components below which are licensed under the GNU LGPL Version 2 license: gnome keyring library header version 0.8.1

Version 2, June 1991

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

[This is the first released version of the library GPL. It is numbered 2 because it goes with version 2 of the ordinary GPL.]

Preamble

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

This license, the Library General Public License, applies to some specially designated Free Software Foundation software, and to any other libraries whose authors decide to use it. You can use it for your libraries, too.

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

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

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

Our method of protecting your rights has two steps: (1) copyright the library, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the library.

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License, which was designed for utility programs. This license, the GNU Library General Public License, applies to certain designated libraries. This license is quite different from the ordinary one; be sure to read it in full, and don't assume that anything in it is the same as in the ordinary license.

The reason we have a separate public license for some libraries is that they blur the distinction we usually make between modifying or adding to a program and simply using it. Linking a program with a library, without changing the library, is in some sense simply using the library, and is analogous to running a utility program or application program. However, in a textual and legal sense, the linked executable is a combined work, a derivative of the original library, and the ordinary General Public License treats it as such.

Because of this blurred distinction, using the ordinary General Public License for libraries did not effectively promote software sharing, because most developers did not use the libraries. We concluded that weaker conditions might promote sharing better.

However, unrestricted linking of non-free programs would deprive the users of those programs of all benefit from the free status of the libraries themselves. This Library General Public License is intended to permit developers of non-free programs to use free libraries, while preserving your freedom as a user of such programs to change the free libraries that are incorporated in them. (We have not seen how to achieve this as regards changes in header files, but we have achieved it as regards changes in the actual functions of the Library.) The hope is that this will lead to faster development of free libraries.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, while the latter only works together with the library.

Note that it is possible for a library to be covered by the ordinary General Public License rather than by this special one.

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

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

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

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

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

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

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

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

- 2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

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

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

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

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

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

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

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

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

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

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

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

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- c) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- d) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the

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

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

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

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

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

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

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

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

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

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

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

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

NO WARRANTY

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

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

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

KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN

WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO

YOU

FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A

FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF

SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

Appendix: How to Apply These Terms to Your New Libraries

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

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

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

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

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

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

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

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

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

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

That's all there is to it!

END of GNU LGPL Version 2 License

THE FOLLOWING TERMS AND CONDITIONS APPLY to DataDirect Networks 6620

Controller Firmware:

DataDirect Networks End User Software License Agreement

IMPORTANT — PLEASE READ CAREFULLY

This End User Software License Agreement (this "EULA") is a legal agreement between you, the individual or entity that has agreed to pay for the rights granted herein ("Licensee"), and DataDirect Networks, Inc., a California corporation ("DDN"). This EULA governs Licensee's possession and use of the Software and the Documentation (each as defined below).

By checking and/or clicking "I Accept" or a similar box or button associated with this EULA at the beginning of the SOFTWARE download, installation, or activation process, by installing any of the SOFTWARE, by activating any of the SOFTWARE with any associated license key, or by using any of the SOFTWARE, Licensee agrees to all of the terms and conditions in this EULA. If Licensee does not agree to all of the terms and conditions in this EULA, Licensee must not install, activate, or use any of the SOFTWARE, and Licensee must not check and/or click "I Accept"

or any similar box or button associated with this EULA during the SOFTWARE download, installation, or activation process. IF LICENSEE does not agree to all of the terms and conditions in this eula, licensee may return the unused software for a full refund, provided that licensee's right to return the unused software for a full refund expires thirty (30) days after THE purchase of the software from DDN or a DDN-authorized reseller or distributor, and applies only if licensee is the original end user purchaser.

DEFINITIONS. As used herein, the following terms shall have the following meanings:

"Documentation" means any and all end user documentation provided by DDN in connection with the Software, and all Updates thereto.

"Factory Installed Software" means Software that is installed by DDN on a DDN hardware product prior to delivery of that DDN hardware product to Licensee, and all Updates thereto. Factory Installed Software may include, without limitation, S2A firmware, DirectOS, DirectMon, and certain third party file server programs.

"GPL Software" refers to certain open source software that DDN may provide to Licensee in connection with a DDN hardware product, including but not limited to the Linux software provided by DDN in connection with the S2A6620. GPL Software is provided by DDN to Licensee solely under the terms of (a) the GNU General Public License, Version 2, June 1991 (the "GPLv2") and (b) the GNU General Public License, Version 3, June 2007 (the "GPLv3"), a copy of each of which accompanies this Agreement. Consistent with the requirements of the GNU GPL, DDN will provide a complete machine-readable copy of the source code for GPL Software for a charge of no more than DDN's cost of physically performing such distribution, provided that such copy is requested within three (3) years following Licensee's receipt of the corresponding GPL Software from DDN. This offer is valid to anyone in receipt of this information.

"Remote Software" means Software that is meant to be installed on Licensee's own hardware and that is not installed by DDN or a DDN reseller on a DDN hardware product prior to delivery of that DDN hardware product to Licensee, and all Updates thereto. Remote Software may include, without limitation, DDN's GUI program.

"Software" means all software and firmware that accompanies this EULA, all copies thereof, all media associated therewith, and all Updates thereto; provided that the term "Software" does not mean any software or other materials for which a separate end user license agreement is provided (including but not limited to the GPL Software).

"Updates" means any and all updates, upgrades, new releases, modifications, and/or supplements that may be provided by DDN from time to time, whether through an online download process or otherwise.

"Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Licensee's internal business purposes.

LICENSE GRANTS.

Software. Subject to all terms and conditions in this EULA, DDN hereby grants to Licensee a limited, revocable, non-exclusive, non-sublicenseable license to:

(a) Use Factory Installed Software, only in object code form, and only on the DDN hardware products that are purchased by Licensee and that contain such software when first delivered to Licensee, provided that Licensee may not Use Factory Installed Software in connection with any storage media (e.g., disk drives) or storage media enclosures that were not purchased from DDN, and provided further that

S2A firmware may only be used with the number of S2A ports (if any) specified in the corresponding invoice;

S2A firmware may only be used with the amount of disk storage (if any) specified in the corresponding invoice; and

the RAID 6, SATAssure, and/or Sleep Mode functionality contained in the S2A firmware may not be used unless specified in the corresponding invoice.

- (b) Use Remote Software, only in object code form, and only on the number of Licensee computers for which Licensee has purchased a license (as specified in the corresponding invoice); and
- (c) make one copy of the Software, only in object code form, and Use that copy only for backup and archival purposes.

Documentation. Subject to all terms and conditions in this EULA, DDN hereby grants to Licensee a limited, revocable, non-exclusive, non-sublicenseable license to copy and use the Documentation to the limited extent reasonably necessary to support Licensee's permissible Use of the Software.

OWNERSHIP. Licensee acknowledges and agrees that DDN, its suppliers, and/or its licensors, as applicable, own and shall retain all rights,

title, and interest in and to the Software and the Documentation, including but not limited to all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets, and other intellectual and industrial property rights (and any corresponding applications or registrations) related to the Software or the Documentation. DDN's suppliers and licensors are intended beneficiaries under this EULA and independently may protect their rights in the Software and the Documentation in the event of any infringement or breach of this EULA.

RESERVATION OF RIGHTS. Licensee acknowledges and agrees that the Software and the Documentation have been licensed to Licensee pursuant to the terms and conditions of this EULA, and that the Software and the Documentation have not been sold to Licensee. DDN and its suppliers and licensors reserve all rights not expressly granted herein. Licensee shall not use or copy the Software or the Documentation except as is expressly authorized in this EULA. Licensee acknowledges and agrees that the Software and the Documentation are protected by United States copyright laws and international treaty provisions. Except as otherwise expressly provided herein, Licensee must treat the Software and the Documentation like any other copyrighted material. Licensee shall not knowingly take any action that would cause the Software or the Documentation to be placed in the public domain. RESTRICTIONS.

Usage Restrictions. Licensee shall not permit any person other than Licensee's employees and authorized agents to possess or use the Software or the Documentation, and Licensee shall cause all such employees and authorized agents to abide by all terms and conditions imposed upon Licensee herein. Licensee may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Licensee. Licensee shall not use the Software to operate nuclear facilities, life support, or any other mission critical application where human life or property may be at stake, and Licensee understands that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which DDN and its suppliers and licensors are not responsible. Some Software may require license keys or contain other technical protection measures. Licensee acknowledges that DDN may monitor Licensee's compliance with Use restrictions and authorizations, remotely or otherwise. If DDN makes a license management program available which records and reports Software usage information, Licensee agrees to appropriately install, configure, and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Licensee and continuing for the period that the Software is used.

No Transfer. Licensee may not, and agrees that it will not, transfer, assign, rent, lease, lend, resell, or in any way distribute or transfer the Software or the Documentation (or any rights in this EULA, the Software, or the Documentation) to any third parties, including by operation of law, without DDN's prior written approval, payment to DDN of any applicable fees, and compliance with applicable third party terms. Upon any approved transfer of this EULA, Licensee's rights hereunder will terminate and Licensee will immediately deliver the Software, the Documentation, and all copies thereof to the transferee. The transferee must agree in writing to the terms of this EULA and, upon such agreement, the transferee will be considered the "Licensee" for purposes of this EULA. Licensee may transfer Factory Installed Software only upon transfer of the associated DDN hardware product.

No Reverse Engineering; No Modification. To the maximum extent permitted by applicable law, Licensee shall not reverse engineer, disassemble, decrypt, or decompile the Software, or otherwise attempt to discover, reconstruct, or identify the source code for the Software or any user interface techniques, algorithms, logic, protocols, or specifications included, incorporated, or implemented therein. Furthermore, to the maximum extent permitted by applicable law, Licensee shall not modify, port, or translate the Software or the Documentation. Where Licensee has other rights with respect to the Software or the Documentation mandated under statute, Licensee will provide DDN with reasonably detailed information regarding any intended modifications, porting, translations, reverse engineering, disassembly, decryption, or decompilation, and the purposes therefore.

Proprietary Notices and Legends. If Licensee makes any copies of the Software or the Documentation in accordance with this EULA, Licensee must reproduce in all such copies all proprietary notices and legends contained in the originals.

Updates. Upon Licensee's installation of any Update to Software, Licensee shall have no further rights, and DDN shall have no further obligations, with respect to those portions of the Software that such Update was intended to replace. If additional or different license terms or conditions accompany an Update, Licensee acknowledges and agrees that Licensee's Use of that Update will be subject to those additional or different terms and conditions.

Export Restrictions; Compliance with Laws. Licensee agrees that Licensee will not, directly or indirectly, export or transmit the Software or the Documentation to any country, entity, or person to which such export or transmission is restricted by any applicable government regulation or statute without the prior written consent, if required, of the governmental entity as may have jurisdiction over such export or

transmission. Licensee agrees to comply with and conform to all applicable laws, regulations, and ordinances relating to Licensee's use of the Software and/or the Documentation.

RESPONSIBILITIES OF LICENSEE.

Payment. In consideration for the licenses and rights granted to Licensee herein, Licensee agrees to pay all amount(s) for such licenses and rights as set forth in the corresponding invoice, in accordance with the payment terms agreed upon by Licensee.

Indemnification. Licensee hereby agrees to indemnify, protect, defend, and hold DDN and its licensors harmless from and against any and all claims, losses, or damages (including but not limited to reasonable attorneys' and experts' fees) attributable to (a) Licensee's use or misuse of the Software or the Documentation, or (b) any failure by Licensee to comply with any term, condition, or restriction in this EULA.

COMPLIANCE AUDIT. DDN shall have the right, upon reasonable notice, to conduct and/or have an independent accounting firm conduct, during normal business hours on Licensee's premises under Licensee's reasonable supervision, an audit to verify Licensee's compliance with the terms of this EULA. If an audit reveals underpayments, then Licensee will immediately pay DDN such underpayments together with the costs reasonably incurred by DDN in connection with the audit and seeking compliance with this section.

USE OF LICENSEE INFORMATION. With respect to any information Licensee provides to DDN in connection with the Software or the Documentation, DDN may use such information for any purpose without restriction, including, without limitation, for product support and development purposes, provided that DDN will not use such information in a form that identifies Licensee.

TERM AND TERMINATION.

General. Except as provided below with respect to evaluation and limited term licenses, this EULA and the license(s) granted herein will remain effective until terminated. Licensee may terminate this EULA and the licenses granted herein by ceasing all use of the Software and the Documentation, and returning all copies of the Software and the Documentation to DDN. This EULA (including but not limited to the licenses granted to Licensee herein) will automatically terminate if Licensee fails to comply with any term or condition of this EULA.

Evaluation and Term Licenses. If the Software and the Documentation have been licensed to Licensee for evaluation purposes,

this EULA will be effective only until the end of the designated evaluation period. If the Software and the Documentation have been licensed to Licensee for a limited term as specified in the applicable sales acknowledgement, invoice, or otherwise, then this EULA will be effective only until the end of such term. Software that is subject to any evaluation or limited term license may contain code that can disable most or all of the features of such software upon expiration of such evaluation or limited term license, and unless Licensee has paid the applicable license fee for any additional licenses, Licensee shall have no rights to use such Software or the corresponding Documentation upon expiration of any such license.

Obligations Upon Termination or Expiration. Licensee agrees, upon any termination or expiration of this EULA, to cease use of, and to destroy or return to DDN, all copies of the Software and the Documentation. At DDN's request, Licensee will certify in writing to DDN that Licensee has complied with these requirements. Notwithstanding anything in this EULA to the contrary, Sections 1, 3, 4, 5.3, 5.6, 6, 7, 8, 9, 10.2, 10.3, 11, 12, and 13 of this EULA shall survive any expiration or termination of this EULA and continue in perpetuity.

LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

Limited Warranty. DDN warrants only to the original Licensee that, for a period of ninety (90) days following DDN's initial shipment of Software (and not Updates thereto) to such Licensee, such Software, as delivered to such Licensee, will substantially conform to the corresponding Documentation. Licensee's sole and exclusive remedy, and DDN's entire liability, under this warranty is for DDN to use commercially reasonable efforts to cause the defective or malfunctioning Software to substantially conform to the corresponding Documentation. Notwithstanding the foregoing, DDN will have no liability for any defective or malfunctioning Software under this Section 10.1 if (a) Licensee fails to notify DDN of the defect or malfunction during the Warranty Period, or (b) the defect or malfunction is caused by (i) use of such Software in combination with any hardware or other software that has not been approved in writing by DDN, (ii) the negligence or fault of Licensee or a third party, (iii) Licensee's failure to follow the instructions set forth in the corresponding Documentation, or (iv) modifications to that Software made by any person other than DDN or an authorized representative of DDN.

DISCIAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 ABOVE, THE SOFTWARE AND

THE DOCUMENTATION ARE PROVIDED "AS IS", AND DDN AND ITS SUPPLIERS AND

LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND

IMPLIED

WARRANTIES OF EVERY KIND RELATING TO THE SOFTWARE, THE DOCUMENTATION.

AND/OR USE OF THE SOFTWARE OR THE DOCUMENTATION (INCLUDING, WITHOUT

LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY

WARRANTIES THAT THE SOFTWARE OR THE DOCUMENTATION (OR ANY ELEMENTS OF

EITHER) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DDN OR ITS SUPPLIERS OR LICENSORS BE

LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS,

REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED

DATA, OR FROM ANY DEFECT OR ERROR, OR IN CONNECTION WITH LICENSEE'S

ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE

SOFTWARE, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR

WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY) IN CONNECTION WITH THIS

EULA, THE SOFTWARE, THE DOCUMENTATION, AND/OR ANY USE OF THE SOFTWARE OR

THE DOCUMENTATION, EVEN IF DDN OR ANY OF ITS SUPPLIERS OR LICENSORS OR

ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF

SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE

ITS INTENDED PURPOSE. WITHOUT LIMITING THE FOREGOING, DDN'S MAXIMUM

AGGREGATE LIABILITY IN CONNECTION WITH THIS EULA, THE SOFTWARE, THE

DOCUMENTATION, AND/OR USE OF THE SOFTWARE OR THE DOCUMENTATION SHALL NOT

EXCEED THE TOTAL AMOUNT OF ANY LICENSE FEES AND/OR MAINTENANCE FEES PAID
BY LICENSEE IN CONNECTION WITH THE SOFTWARE.

U.S. GOVERNMENT RIGHTS.

Commercial Software. The Licensee agrees that the Software and the Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, for purposes of Federal Acquisition Regulation ("FAR") 12.212 and the Defense FAR Supplement ("DFARS") 227.7202-1, 227.7202-3, and 227.7202-4, and the restrictions set forth in such regulations, and this EULA shall be deemed to be the license customarily provided to the public and, accordingly, provided to the Government, as described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or the Documentation by any agency, department, or entity of the United States Government (the "Government") shall be governed solely by the terms of this EULA and is prohibited except to the extent expressly permitted by the terms of this EULA.

Certain Technical Data. The parties intend that all technical data provided be subject to 11.1. If, for some reason, any technical data provided by DDN in connection with the Software or the Documentation is not covered by the above provision, it is deemed to be developed exclusively at private expense and is agreed to be "limited rights data" for purposes of FAR 52.227-14(a) (Alternate I (DEC 2007)) and for purposes of FAR 52.227-14(g)(3) (Alternate II (DEC 2007)). Such technical data shall also be deemed to be "technical data" for purposes of DFARS 252.227-7015 (NOV 1995). Such FAR and DFARS clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above and only in the event that all technical data provided is not deemed to be subject to 11.1.

Third Party Acceptance of Restrictions. Licensee shall not provide the Software, the Documentation, or the technical data described in Section 11.2 above to any party, including but not limited to the Government, unless such third party accepts the same restrictions as are set forth in this Section 11. Licensee is responsible for ensuring that the proper notice is given to all such third parties and that the Software, the Documentation, and such technical data is properly marked with the required legends. Nothing in this Section 11.3 shall be deemed to modify the restrictions on transfer or disclosure set forth elsewhere in this EULA.

GOVERNING LAW; ENFORCEMENT.

Governing Law. This EULA and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California, without reference to conflicts of laws principles; provided, however, that if the Software and the Documentation is licensed outside the United States, then certain local laws may apply. The parties agree to the non-exclusive jurisdiction of the state and federal courts in Los Angeles County, California in connection with the litigation of any dispute pertaining to this EULA and waive any objection to such jurisdiction based on venue or personal jurisdiction. In addition, this EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA), even if that law has been adopted in California, and the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

Equitable Relief. Licensee acknowledges that any actual or threatened breach of the provisions of this EULA will constitute immediate, irreparable harm to DDN for which monetary damages would be an inadequate remedy; that injunctive relief is an appropriate remedy for any such breach or threatened breach; and that, in such event, DDN will be entitled to immediate injunctive relief without the requirement of posting bond.

MISCELLANEOUS. Except as otherwise expressly agreed in a written, signed agreement between DDN and Licensee, this EULA sets forth the entire agreement between DDN and Licensee with respect to the Software, the Documentation, and/or Licensee's use of the Software and the Documentation, and it is expressly agreed that the terms of this EULA will supersede the terms in any of Licensee's purchase orders or other ordering documents. There are no implied licenses with respect to the Software or the Documentation. No provision of this EULA may be waived, modified, or superseded except by a written instrument signed by each of DDN and Licensee. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. The language of this EULA shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this EULA or any specific term or condition hereof. This EULA shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder. In the event of any legal proceeding between the parties arising out of or related to this EULA, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including but not limited to reasonable attorneys' and expert witness' fees) incurred in any such proceeding. If any provision in this EULA is invalid or unenforceable, such provision shall be construed, limited, or

altered, as reasonably necessary, to eliminate the invalidity or unenforceability and all other provisions of this EULA shall remain in effect.

Should Licensee have any questions concerning this EULA, or if Licensee desires to contact DDN for any reason, please write DDN at 9351 Deering Avenue, Chatsworth, California 91311, or send an email to DDN at support@datadirectnet.com.

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

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

Preamble

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

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

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

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

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

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

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

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

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

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

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

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices

that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machinereadable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt

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

- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is

up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

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

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

OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE

ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU.

SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY

SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR

DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL

DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED

INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF

THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR

OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

Yoyodyne, Inc., hereby disclaims all copyright interest in the program

'Gnomovision' (which makes passes at compilers) written by James Hacker.

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

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

GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright © 2007 Free Software Foundation, Inc. http://fsf.org/

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

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

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

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

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others. For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it. For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

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

Finally, every program is threatened constantly by software patents.

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

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

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License. "Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

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

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

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

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

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying. An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

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

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

The "System Libraries" of an executable work include anything, other

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

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

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

it unnecessary.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law. You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you. Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes

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

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures. When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

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

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

5. Conveying Modified Source Versions.

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

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

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used

to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

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

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

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

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

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

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

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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

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

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

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

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

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

8 Termination

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

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

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

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

9. Acceptance Not Required for Having Copies.

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

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License. An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the

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

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

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

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

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

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

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

and works based on it.

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

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

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

13. Use with the GNU Affero General Public License.

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

14. Revised Versions of this License.

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

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of

any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation

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

Later license versions may give you additional or different permissions.

However, no additional obligations are imposed on any author or

copyright holder as a result of your choosing to follow a later version. 15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY

APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT

HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF

THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR

CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES

ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT

NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES

SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE

WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above

cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found. <one line to give the program's name and a brief idea of what it does.>

Copyright (C) < year > < name of author >

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

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

You should have received a copy of the GNU General Public License along with this program. If not, see http://www.gnu.org/licenses/. Also add information on how to contact you by electronic and paper mail. If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

copyright (C) <year> <name of author>

This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.

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

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

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

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

You may obtain from DataDirect both (a) the source code for the version of Linux distributed together with DataDirect's proprietary software product, and (b) those certain modifications made by DataDirect to that Linux distribution (collectively the "Software").

See the DataDirect website for details and submit to DataDirect the form at the website.

Portions Copyright Massachusetts Institute of Technology

Copyright (C) 1997 Massachusetts Institute of Technology

This software is being provided by the copyright holders under the following license. By obtaining, using and/or copying this software, you agree that you have read, understood, and will comply with the following terms and conditions:

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose and without fee or royalty is hereby granted, provided that the full text of this NOTICE appears on ALL copies of the software and documentation or portions thereof, including modifications, that you make.

THIS SOFTWARE IS PROVIDED "AS IS," AND COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, COPYRIGHT HOLDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE OR DOCUMENTATION WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. COPYRIGHT HOLDERS WILL BEAR NO LIABILITY FOR ANY USE OF THIS SOFTWARE OR DOCUMENTATION.

The name and trademarks of copyright holders may NOT be used in advertising or publicity pertaining to the software

without specific, written prior permission. Title to copyright in this software and any associated documentation will at all times remain with copyright holders. See the file AUTHORS which should have accompanied this software for a list of all copyright holders.

This file may be derived from previously copyrighted software. This copyright applies only to those changes made by the copyright holders listed in the AUTHORS file. The rest of this file is covered by the copyright notices, if any, listed below.

Portions Copyright The Regents of the University of California.

Copyright (c) 1992-1996 The Regents of the University of California. All rights reserved.

Permission to use, copy, modify, and distribute this software and its documentation for any purpose, without fee, and without written agreement is hereby granted, provided that the above copyright notice and the following two paragraphs appear in all copies of this software.

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATION TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS.

Portions Copyright Board of Trustees, Leland Stanford Jr. University

Copyright (C) 2004, 2005, 2006 Board of Trustees, Leland Stanford Jr. University. All rights reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the

Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Portions Copyright Thomas Boutell and Boutell.com, Inc.

CGIC, copyright 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004 by Thomas Boutell and Boutell.Com, Inc.. Permission is granted to use CGIC in any application, commercial or noncommercial, at no cost. HOWEVER, this copyright paragraph must appear on a "credits" page accessible in the public online and offline documentation of the program. Modified versions of the CGIC library should not be distributed without the attachment of a clear statement regarding the author of the modifications, and this notice may in no case be removed. Modifications may also be submitted to the author for inclusion in the main CGIC distribution.

END OF TERMS AND CONDITIONS FOR DataDirect Networks 6620 Controller Firmware

The Linear Files that 0.0 hours along the indicate the terms of

The Linux Filepath 1.0.0 kernel module is licensed pursuant to the terms of the GNU General Public License ("GPL"). To obtain the Linux Filepath 1.0.0 kernel module source code pursuant to the terms of the GPL, please send an email to TSMOSREQ@US.IBM.COM

THE FOLLOWING TERMS AND CONDITIONS APPLY to Linux Filepath 1.0.0

module:
Start of GNU GPL Version 2.0 License

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 675 Mass Ave, Cambridge, MA 02139, USA Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

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

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

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

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

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

distribute and/or modify the software.

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

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

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

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

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

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

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

- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY

FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN

OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES

PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS

TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE

PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY

SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR

REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED

TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY

YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER

PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END of GNU GPL Version 2 License
END OF TERMS AND CONDITIONS FOR Linux Filepath 1.0.0 kernel module

THE FOLLOWING TERMS AND CONDITIONS APPLY to Qlogic software:

INSTALLING THIS SOFTWARE OR ENTERING A LICENSE KEY

END USER SOFTWARE LICENSE AGREEMENT Important: READ CAREFULLY BEFORE CLICKING ON THE "AGREE" BUTTON,

THIS PRODUCT CONTAINS COMPUTER PROGRAMS AND RELATED DOCUMENTATION ("SOFTWARE")

THAT BELONG TO QLOGIC CORPORATION ("QLOGIC"), THE USE OF WHICH IS SUBJECT TO

THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). CLICKING ON THE "AGREE"

BUTTON BELOW, INSTALLING/USING THE SOFTWARE OR ENTERING A LICENSE KEY

CONSTITUTES ACCEPTANCE BY LICENSEE ("LICENSEE" MEANS YOU OR THE BUSINESS

ENTITY ON WHOSE BEHALF YOU USE OR INSTALL THE SOFTWARE, AS APPLICABLE) OF ALL

THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUBJECT TO ANY "PRIOR WRITTEN

AGREEMENT" AS DEFINED IN SECTION 12 BELOW. IF LICENSEE DOES NOT AGREE TO

THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE SHALL NOT INSTALL/USE THE

SOFTWARE OR ENTER A LICENSE KEY. WRITTEN APPROVAL IS NOT A PREREQUISITE TO

THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT.

1. License Grant. Subject to the terms and conditions of this Agreement, QLogic grants Licensee a limited, non-transferable, non-sublicensable, non-exclusive license to install, download and/or use the Software (in object code form only) with certain approved products manufactured by or for QLogic and approved

products manufactured by or for an OEM customer of QLogic ("QLogic Approved Products"). This license is only available to original end user purchasers of QLogic Approved Products that have been purchased through QLogic authorized distribution channels or approved OEM distribution channels. This license is not available to any end users of QLogic products who have purchased QLogic products, which have previously been used and the license is not available to any purchaser of QLogic application specific integrated circuits ("ASICs") or any product incorporating an ASIC, unless the product incorporating the ASIC is a QLogic Approved Product. No rights or licenses in the Software are granted to Licensee other than those rights expressly granted in this Agreement. Nothing in this License entitles Licensee to any upgrades or updates to, or future releases of,

the Software

- 2. Permitted Use. Licensee may only install and use the Software in accordance with the documentation provided with the Software and with QLogic Approved Products.
- 3. Intellectual Property Rights. The Software contains or embodies intellectual property of QLogic (or any of its licensors). The structure, organization and code are

valuable trade secrets of QLogic (or its licensors). QLogic and/or its licensors do not

grant, convey or license to Licensee any rights under any patents, copyrights, trademarks or any other intellectual property except as specifically granted herein. The Software is protected under U.S. copyright laws, international treaty provisions and applicable laws (including patent laws, if applicable) of the country in which it is being used. Any unauthorized duplication of the Software is expressly forbidden.

- 4. Ownership of Software. Notwithstanding anything to the contrary, QLogic and its licensors retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in (i) the Software, all copies and derivative works thereof
- (by whomever produced), and (ii) all copyright rights, patent rights, trade secret rights,
- moral rights and all other intellectual property and proprietary rights anywhere in the
- world in the Software. The Software is only licensed to Licensee and is not sold.
- 5. Restrictions and Cooperation. Licensee shall not (and shall not allow any third party to) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, or underlying ideas or algorithms of the

Software (except to the extent expressly permitted under applicable law); (ii) provide, lease, lend, use for timesharing or otherwise use or allow others to use the Software to or for the benefit of third parties; (iii) except as specified in the applicable user documentation, modify, incorporate into or with other hardware or software, or create a derivative work of any part of the Software; (iv) disseminate performance information or analysis from any source relating to the Software; (v) make any copies of the Software except as required to use the Software as licensed hereunder, except for one (1) copy solely for archival and back-up purposes, or (vi) remove any product identification, copyright notice or other proprietary legend from

the Software. Licensee agrees to cooperate with QLogic and its licensors in connection with their efforts to protect their copyright/patent rights and other legal

rights in the Software. QLogic may, from time to time, implement additional security measures for the Software, and Licensee shall cooperate with such measures and be responsible for installing upgrades that include such measures.

- 6. Further Obligations. Licensee shall defend, indemnify and hold QLogic harmless from and against any and all claims, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising out of Licensee's breach of its obligations under this Agreement.
- 7. Term and Termination. This Agreement will become effective on the date Licensee clicks on the "Agree" button below or otherwise uses the Software and will

remain in force until terminated. Licensee may terminate this Agreement at any time, and QLogic may terminate this Agreement if Licensee breaches any of the terms or conditions hereunder. Licensee agrees to destroy or return to QLogic the original and all copies of the Software immediately upon any termination of this Agreement.

- 8. Confidentiality. Licensee acknowledges that the Software contains valuable trade secrets of QLogic and other information proprietary to QLogic and its licensors. Licensee shall: (i) keep confidential such trade secrets and proprietary information, including without limitation all information concerning ideas and algorithms related to the Software, (ii) disclose such information only to its employees and agents to the extent required to use the Software under the terms of this Agreement and (iii) bind its employees, consultants, agents and other third parties in writing to maintain the confidentiality of such trade secrets and proprietary
- information and not use or disclose such information except as permitted in this Agreement.
- 9. Limited Warranty and Disclaimer. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. QLOGIC DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT IT WILL OPERATE WITHOUT INTERRUPTION. QLOGIC DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE OF THE SOFTWARE INCLUDING, WITHOUT LIMITATION, THE CORRECTNESS, ACCURACY OR RELIABILITY OF SUCH USE OR RESULTS.
- 10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL QLOGIC BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOST SAVINGS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY EVEN IF QLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

- 11. Export. Licensee represents, warrants and agrees that it will not, directly or indirectly, export, re-export or transmit the Software or any part thereof to any country in which such export, re-export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent of both QLogic and, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.
- 12. Miscellaneous. A party's failure to exercise or its delay in exercising any rights hereunder will not be deemed to be a waiver of such right. If any provision of

this Agreement shall be held by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be construed pursuant to the

laws of the State of California and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Authority for the International Sale of Goods. Licensee irrevocably submits to the jurisdiction of any state or federal court sitting in the State of California, United States of America, and consents to venue in such forum with respect to any action or

proceeding that relates to this Agreement. No amendment to or modification of this

Agreement will be binding unless in writing and signed by a duly authorized officer

of QLogic. The provisions of Sections 3-11 shall survive termination of this Agreement. This Agreement is in the English language only, which language shall be controlling and any revision of this Agreement in any other language shall not be

binding. If there is a signed written agreement between QLogic and Licensee covering the Software that is the subject of this Agreement ("Prior Written Agreement"), the Prior Written Agreement shall govern the use of the Software by Licensee. Unless there is a Prior Written Agreement, both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and

communications relating to the subject matter of this Agreement. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY

THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT

THAN, OR IN ADDITION TO, THE REPRESENTATIONS OR PROMISES IN THIS AGREEMENT.

THE POLY OF THE LOCATION OF TH

THE FOLLOWING TERMS AND CONDITIONS APPLY to Red Hat Enterprise Linux 6.1:

Red Hat's Runtime Program

End User License Agreement (EULA)

LICENSE AGREEMENT RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS

This end user license agreement ("EULA") governs the use of any of the versions of Red Hat Enterprise Linux, any Red Hat Applications (as set forth at www.redhat.com/licenses/products), and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you ("User") a perpetual, worldwide license to the Programs pursuant to the GNU General Public License v.2. The Programs are either a modular operating system or an application consisting of hundreds of software components. With the exception of certain image files identified in Section 2 below, the license agreement for each software component is located in the software component's source code and permits User to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component, in both source code and binary code forms. This EULA pertains solely to the Programs and does not limit User's rights under, or grant User rights that supersede, the license terms of any particular component. 2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and others and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit User to distribute the Programs or their components using Red Hat's trademarks, regardless of whether the copy has been modified. User should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs. User may make a commercial redistribution of the Programs only if, (a) a separate agreement with Red Hat authorizing such commercial redistribution is executed or other written permission is granted by Red Hat or (b) User modifies any files identified as "REDHAT-LOGOS" to remove and

replace all images containing the "Red Hat" trademark or the "Shadowman" logo. Merely deleting these files may corrupt the Programs.

3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to User. Red Hat does not warrant that the functions contained in the Programs will meet User's requirements or that the operation of the Programs will be entirely error free, appear precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases services pertaining to the Programs from Red Hat or a Red Hat authorized distributor. 4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, User's exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of User's payment receipt and Red Hat, at its option, will replace it or refund the money paid by User for the media. To the maximum extent permitted under applicable law, neither Red Hat, any Red Hat authorized distributor, nor the licensor of any component provided to User under this EULA will be liable to User for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, such authorized distributor or licensor has been advised of the possibility of such damages. In no event shall Red Hat's liability, an authorized distributor's liability or the liability of the licensor of a component provided to User under this EULA exceed the amount that User paid to Red Hat under this EULA during the twelve months preceding the action. 5. Export Control. As required by the laws of the United States and other countries, User represents and warrants that it: (a) understands that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understands and agrees that if it is in the United States and

exports or transfers the Programs to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understands that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agrees that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party programs are not required to run the Programs, are provided as a convenience to User, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If User does not agree to abide by the applicable license terms for the third party software programs, then User may not install them. If User wishes to install the third party software programs on more than one system or transfer the third party software programs to another party, then User must contact the licensor of the applicable third party software programs.

7. General. If any provision of this agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

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

Preamble

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

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

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

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

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

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

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

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

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

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law:

that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include

anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

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

- 4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to

refrain entirely from distribution of the Program.

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY

FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN

OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES

PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS

TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE

PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING,

REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR

REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED

TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY

YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER

PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GNU LESSER GENERAL PUBLIC LICENSE Version 2.1, February 1999

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

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

Preamble

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

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

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

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these

rights. These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

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

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

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

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

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

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

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

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

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

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the

Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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

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

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

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

- 2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses

the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy. This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

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

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

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

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

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

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

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.

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

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

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

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

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

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

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

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

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

NO WARRANTY

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

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

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

KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN

WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO

YOU

FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A

FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF

SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

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

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

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

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

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

THE FOLLOWING TERMS AND CONDITIONS APPLY to eCos Redboot 2.0:

THE POPULATION OF TENAND PROPERTY OF THE PROPE

eCos License Agreement:

This file is part of eCos, the Embedded Configurable Operating System. Copyright (C) 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009 Free Software Foundation, Inc.

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

eCos is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS

FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with eCos; if not, write to the Free Software Foundation, Inc., 51 Franklin

Street, Fifth Floor, Boston, MA 02110-1301, USA.

As a special exception, if other files instantiate templates or use macros or inline functions from this file, or you compile this file and link it with other works to produce a work based on this file, this file does not by itself cause the resulting work to be covered by the GNU General Public License. However the source code for this file must still be made available in accordance with section (3) of the GNU General Public License v2.

This exception does not invalidate any other reasons why a work based on this file might be covered by the GNU General Public License.

GNU GENERAL PUBLIC LICENSE Version 2, June 1991

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

Preamble

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.
- c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

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

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

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

- 3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:
- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

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

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

4. You may not copy, modify, sublicense, or distribute the Program

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

- 5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.
- 6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.
- 7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

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

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

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

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

- 8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

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

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY

FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN

OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES

PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESSED

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS

TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE

PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING,

REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING

WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR

REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES,

INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED

TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY

YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER

PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

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

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

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

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by

the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

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

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

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

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

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

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

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

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

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

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

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

GNU LESSER GENERAL PUBLIC LICENSE

Version 2.1, February 1999

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

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

Preamble

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

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

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

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

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

We protect your rights with a two-step method: (1) we copyright the

library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

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

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

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

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

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

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

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

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

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

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

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

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

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

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library. Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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

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

- 2. You may modify your copy or copies of the Library or any portion of it, thus forming a work based on the Library, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:
- a) The modified work must itself be a software library.
- b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.
- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

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

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

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

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

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

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

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

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

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

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

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

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

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

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

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

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

directing the user to the copy of this License. Also, you must do one of these things:

- a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
- d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.
- e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

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

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot

use both them and the Library together in an executable that you distribute.

- 7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:
- a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.
- b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.
- 8. You may not copy, modify, sublicense, link with, or distribute the Library except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense, link with, or distribute the Library is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.
- 9. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Library or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Library (or any work based on the Library), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Library or works based on it.
- 10. Each time you redistribute the Library (or any work based on the Library), the recipient automatically receives a license from the original licensor to copy, distribute, link with or modify the Library subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties with this License.
- 11. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or

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

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

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

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

- 12. If the distribution and/or use of the Library is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Library under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.
- 13. The Free Software Foundation may publish revised and/or new versions of the Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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

the Free Software Foundation

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

NO WARRANTY

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

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

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

KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE

LIBRARY IS WITH YOU. SHOULD THE LIBRARY PROVE DEFECTIVE, YOU ASSUME

THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN

WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY

AND/OR REDISTRIBUTE THE LIBRARY AS PERMITTED ABOVE, BE LIABLE TO YOU

FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE

LIBRARY (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A

FAILURE OF THE LIBRARY TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF

SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Libraries

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

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

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

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

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

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

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

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

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

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

That's all there is to it!

END OF TERMS AND CONDITIONS FOR eCos Redboot 2.0

THE FOLLOWING TERMS AND CONDITIONS APPLY to Emulex software:

EMULEX END USER LICENSE AGREEMENT

Any software and documentation (respectively "Software" and "Documentation") provided under this End User License Agreement ("License Agreement") are the copyrighted works of Emulex Corporation ("Emulex") or its licensors. Software may include firmware, drivers and boot code. The Software and Documentation are licensed, not sold. Emulex or its licensors retain all right, title and interest, including without limitation all intellectual property rights, in and to all copies, regardless of form or media, of the Software and Documentation. The Software or Documentation includes any revisions or updates.

Emulex grants the party receiving the Software or Documentation (the "Licensee") a personal, worldwide, nontransferable, nonexclusive, royalty-free right and license to use the Software or Documentation only with Emulex hardware products and without circumventing any security or rights management feature. Any rights not expressly granted herein are reserved. This License Agreement terminates when the Licensee no longer rightfully possesses the associated Emulex hardware product(s), ceases using the Software and Documentation, or breaches any provision of this License Agreement. The Licensee hereunder shall not (1) reverse engineer, reverse compile or reverse assemble all or any part of the Software, (2) disseminate performance information or analysis to any third party, other than solely for product support purposes, from any source relating to the Software, or cause or permit others to do either of both of the foregoing. The Licensee agrees to prevent any unauthorized copying of the Software. In addition, permission to use Documentation is granted, provided that (1) the below copyright notice and this permission notice appears on all copies, (2) use of such Documentation is for informational and non-commercial or personal use only, (3) the Documentation is not copied or posted on any network computer or broadcast in any media to make it available to third parties, and (4) no modification of any Documentation is made. Any use, reproduction or redistribution of the Software or Documentation not in accordance with the License Agreement is expressly prohibited by law,

and may result in severe civil and criminal penalties. The Licensee accepts the terms of this License Agreement by downloading the Software or initial use of a product containing the Software or Documentation. Copying or reproduction of the Software or Documentation to any other server or location for further reproduction or redistribution to third parties is expressly prohibited, unless specifically authorized in writing by Emulex. THE SOFTWARE IS WARRANTED, IF AT

ALL, ONLY ACCORDING TO THE TERMS OF THIS LICENSE AGREEMENT. EXCEPT AS SPECIFIED

IN THIS LICENSE AGREEMENT, EMULEX HEREBY DISCLAIMS ALL EXPRESS, IMPLIED,

AND STATUTORY WARRANTIES WITH REGARD TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED

TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE

AND NONINFRINGEMENT. EMULEX AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT THE

SUITABILITY FOR ANY PURPOSE OF THE INFORMATION CONTAINED IN THE DOCUMENTATION.

ALL SUCH DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EMULEX

AND ITS LICENSORS HEREBY DISCLAIM ALL XPRESS, IMPLIED, AND STATUTORY WARRANTIES

WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

The Documentation could include technical inaccuracies or typographical errors. Emulex and its licensors reserve the right to make changes to the Software or Documentation described herein at any time without notice. IN NO EVENT SHALL EMULEX AND ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL

DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS,

WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR

IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTATION, OR

PROVISION OF OR FAILURE TO PROVIDE SERVICES. RESTRICTED RIGHTS LEGEND. The

Software may be provided to units or agencies of the U.S. government only as "commercial computer software," "restricted computer software," or with "restricted rights" as defined in applicable regulations, and may not be provided as source code. Manufacturer is Emulex Design & Manufacturing Corporation, 3333 Susan St., Costa Mesa, CA 92626.

EXPORT COMPLIANCE. Licensee shall adhere to all applicable United States laws,

regulations, and rules relating to the export of the Emulex Software, Documentation, and any other information related to this Agreement

TRADEMARKS; COPYRIGHT NOTICE. Emulex or Emulex products referenced herein are

either trademarks or registered trademarks of Emulex. Copyright © 2009 Emulex or its licensors. All rights reserved.

CHOICE OF LAW; SEVERABILITY. The laws of the State of California, without giving effect to its conflicts of laws principles, govern all matters arising out of or relating to this License Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. If any term or condition of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, all the other terms and conditions shall survive.

ENTIRE AGREEMENT. Emulex may modify this License Agreement from time to time.

Any amendments or modifications may be provided to you through on-line notice. This is the complete agreement between the parties regarding the subject matter hereof, and, except as expressly permitted hereunder, may be changed only by a written agreement executed by authorized representatives of the parties. Last updated: November 30, 2009

END OF TERMS AND CONDITIONS FOR Emulex software				
aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa				
THE FOLLOWING TERMS AND CONDITIONS APPLY to SMC8150L2 Ethernet				
Switch:				

SMC NETWORKS SOFTWARE LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT ("AGREEMENT") BETWEEN SMC NETWORKS, INC.

("LICENSOR") AND THE ENTITY ("LICENSEE" OR "YOU") WHICH HAS PREVIOUSLY

PURCHASED A LICENSE TO USE THE SMC8150L2 SWITCH SOFTWARE AND DOCUMENTATION

(THE "SOFTWARE. LICENSOR IS WILLING TO GRANT LICENSEE THE

FOLLOWING LICENSE

TO USE THE SOFTWARE ACCORDING TO THIS AGREEMENT ONLY ON THE CONDITION

THAT LICENSEE ACCEPTS ALL TERMS IN THIS AGREEMENT.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW, LICENSEE ACKNOWLEDGES THAT LICENSEE

HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

- 1. LICENSE. You are permitted to install and use the Software in machine-readable form solely on the SMC8150L2 switch hardware provided by Licensor. You may copy the Software only for backup purposes, provided that you reproduce all copyright and other proprietary notices that are on the original copy of the Software.
- 2. RESTRICTIONS. You may not use, copy, modify, or transfer the Software, or any copy thereof, in whole or in part, except as expressly provided in this Agreement. You may not reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code of the Software, or authorize any third party to do any of the foregoing, except to the extent allowed under any applicable law. Any attempt to transfer any of the rights, duties or obligations hereunder is void. You may not rent, lease, loan, resell for profit, or distribute the Software, or any part thereof.
- 3. OWNERSHIP. The Software is licensed, not sold, to you for use only under the terms of this Agreement, and Licensor reserves all rights not expressly granted to you. You own the media, if any, on which the Software is recorded, but Licensor retains ownership of all copies of the Software itself.
- 4. TERM. This Agreement will terminate immediately without notice to you if you materially breach any term or condition of this Agreement. Upon notice of termination, you agree to promptly destroy the Software and all copies thereof.
- 5. WARRANTY DISCLAIMER. THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND LICENSOR

AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR

CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON

INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS

EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE

WARRANTIES OR CREATE ANY NEW WARRANTIES.

6. LIMITATION OF REMEDIES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN

FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LICENSOR OR ITS

SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA,

INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL

DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR ANY

DATA SUPPLIED THEREWITH, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN

NO EVENT SHALL THE LIABILITY OF LICENSOR EXCEED THE AMOUNT RECEIVED BY LICENSOR

FROM YOU UNDER THIS AGREEMENT.

- 7. U. S. GOVERNMENT END USERS. The Software is a "commercial item" as that term is defined at FAR 2. 101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sep 1995) and is provided to the U.S. Government only as a commercial end item. Consistent with FAR. 12.212 and DFARS 227.7202 (Jun 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.
- 8. EXPORT LAW. The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply with all such laws and regulations and acknowledges that you have the responsibility to obtain such licenses to export, re-export, or import as may be required. Licensee will indemnify and hold Licensor harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Licensee of its obligation under this paragraph. Licensee's obligations under this paragraph will survive the expiration or termination of this Agreement.
- 9. GENERAL. This Agreement will be governed by the laws of the State of California in the United States of America, without regard to or application of conflicts of law rules or principles. The Federal and State Courts located in Orange County shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. In the event any proceeding or lawsuit is brought by Licensor or Licensee in connection with this Agreement, the prevailing party in such proceeding or lawsuit shall be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including

costs and fees on appeal. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Agreement nor any rights or obligations of Licensee hereunder may be assigned by Licensee in whole or in part without the prior written approval of Licensor. Any assignment in derogation of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee which supersedes any proposal or prior agreement. oral or written, and any other communications between the parties in relation to the subject

matter of this Agreement. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed by both parties by their duly authorized representatives.

THE SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

Copyright 2009, SMC Networks, Inc. All Rights Reserved.

Protected by copyright and licenses restricting use, copying, distribution and decompilation. Licensor and Licensor are trademarks of Licensor in the United States and other countries.

END OF TERMS AND CONDITIONS FOR SMC8150L2 Ethernet Switch

END OF TERMS AND CONDITIONS FOR SMC6150L2 Ethernet Switch

THE FOLLOWING TERMS AND CONDITIONS APPLY to Voltaire Grid Director

Switch Software:

VOLTAIRE GRID DIRECTOR™ SWITCH SOFTWARE: END-USER LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS VOLTAIRE END

USER LICENSE AGREEMENT (THIS "AGREEMENT") BEFORE INSTALLING OR USING

THE SOFTWARE PRODUCT. THE SOFTWARE PACKAGE, WHICH INCLUDES ALL COMPUTER

SOFTWARE AND ASSOCIATED MEDIA AND PRINTED MATERIALS, AND ANY "ONLINE"

OR ELECTRONIC DOCUMENTATION, IS REFERRED TO HEREIN AS THE "SOFTWARE

PRODUCT". INSTALLATION OR USAGE OF THE SOFTWARE PRODUCT INDICATES YOUR

ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, AND CREATES A LEGAL AND

BINDING AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND

VOLTAIRE, INC. AND ITS PARENT COMPANY ("VOLTAIRE"). IF YOU DO NOT AGREE

WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR

COPY THIS SOFTWARE PRODUCT AND YOU MUST PROMPTLY RETURN THIS PACKAGE TO VOLTAIRE.

1. Grant of License

Subject to payment of all relevant fees, Voltaire grants you a personal, non-exclusive, non-transferable license to use the Software Products for your internal business purposes in configuring, operating and managing your InfiniBand networks, and not for further distribution. Each copy of the Software Product is intended for use only in conjunction with Voltaire switches (the "Hardware"). You shall not use or copy the Software Product on any switches not supplied by Voltaire.

2. Other Limitations

- 2.1 Reverse Engineering. You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software Product, and shall not adapt, translate, port or otherwise modify the Software Product, except as permitted under the terms of this Agreement.
- 2.2 Separation of Components. The Software Product is licensed as a single product. Its component parts may not be separated for use beyond the designated Hardware.
- 2.3. Transfer. You may not assign, sublicense, transfer, encumber, pledge, lease, rent, time-share or otherwise share your rights under this Agreement, or otherwise allow third parties any use of the Software Product, and this Agreement shall automatically terminate in the event of any such unauthorized use.
- 2.4 Dual-Media Software. You may receive the Software Product in more than one medium. Regardless of the type or size of media you receive, you may use only one medium that is appropriate for the Hardware. You may not use or install the other media on additional hardware and the

use thereof is subject to the terms and conditions of this Agreement.

3. Limited Warranty

- 3.1 Voltaire warrants that for ninety (90) days after delivery of the Software Product to you (the "Warranty Period"), the Software Product will perform substantially in accordance with the documentation and other written materials accompanying the Licensed Software. Voltaire does not warrant that the Software Product is free from errors and/or will run properly on all computer hardware and/or operating systems or that the Software Product will meet all your requirements.
- 3.2 Any warranty claim under this section shall be made in writing during the Warranty Period. Your exclusive remedy and Voltaire's sole obligation in respect thereto is to use reasonable efforts to repair or replace the non-conforming Software Product.
- 3.3 Because customization of the native operating systems is common and, during the installation of the Software Product, often necessary, Voltaire makes no guarantees that use of the Software Product will in every instance leave the operating system environment as it was prior to installation or use of the Software Product. VOLTAIRE SHALL NOT BE RESPONSIBLE, IN ANY WAY OR MANNER, FOR, AND SHALL BE HELD HARMLESS

AGAINST ALL CLAIMS RELATING TO SYSTEM OR DATA LOSS, DEGRADATION OF

FUNCTIONALITY OR OTHER DAMAGE TO THE PROCESSING ENVIRONMENT RESULING

FROM SUCH CHANGES.

- 3.4 In addition, as the Software Product is designed to function within an operating system, and as the Software Product contains components that have been developed or customized by third parties (the "Third Party Components"), Voltaire shall be under no liability or warranty for a Third Party Component and you accept the full risk for the quality and performance of such Third Party Components. Should the Third Party Components turn out to be faulty, the costs for service, repair or correction must be borne by you.
- 3.5 THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.6 NO WARRANTY SHALL APPLY TO DEFECTS, FAILURES, DAMAGE OR LOSS

RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE NECESSITATED BY: (A)

YOUR SYSTEM, HARDWARE OTHER THAN THE HARDWARE PROVIDED BY VOLTAIRE,

OTHER EQUIPMENT OR ITS USE; (B) ANY ACT OR OMISSION BY ANYONE OTHER

THAN VOLTAIRE THAT HAS NOT BEEN AUTHORIZED IN ADVANCE AND IN

WRITING BY

VOLTAIRE; (C) MODIFICATIONS OF THE SOFTWARE PRODUCT BY ANOYONE OTHER

THAN VOLTAIRE; OR (D) ANY OTHER CAUSE BEYOND VOLTAIRE'S CONTROL.

4. Limitation of Liability

IN NO EVENT SHALL VOLTAIRE BE RESPONSBILE OR LIABLE FOR ANY SPECIAL,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER INDIRECT DAMAGES,

INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, NEGLIGENCE OR ANY

OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR INABILITY TO USE, THE

SOFTWARE PRODUCT OR RELATED COMPONENTS OR DOCUMENTATION, EVEN IF IT HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, IN NO EVENT WILL VOLTAIRE'S TOTAL LIABILITY HEREUNDER,

INCLUDING FOR DIRECT DAMAGES, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY

VOLTAIRE FOR THE SOFTWARE PRODUCT, THE USE OF WHICH IS THE CAUSE OF

SUCH LIABILITY.

THESE LIMITATIONS WILL APPLY FOR ANY AND ALL CLAIMS, INCLUDING WITHOUT

LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY,

IN LAW OR IN EQUITY, EVEN IF VOLTAIRE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Qualifications and Limitations Basis of Bargain

The limited warranty, exclusive remedies and limited liability provisions set forth herein are fundamental elements of the basis of the Agreement between Voltaire and you, and you accept and confirm that Voltaire would not be able to provide the Software Product on an economic basis without such limitations.

6. Term: Termination

This Agreement is effective upon installation or use of the Software Product and shall continue until terminated. Without prejudice to any other rights, Voltaire may terminate this Agreement if you fail to comply with the terms and conditions of This Agreement. In such event, you must destroy all copies of the Software Product and all of its components parts. Sections 4, 5, 7, 9 and 10 will survive termination of this Agreement for any reason.

7. Title: Trademarks

7.1 Except as specifically permitted herein, no portion of the Software Product, including but not limited to object code and source code and the printed materials accompanying the Software Product, may be reproduced, modified, distributed, republished or otherwise exploited in an form or by any means for any purpose without the prior written permission of Voltaire.

7.2 All rights and title in and to the Software Product, and any change, enhancement, addition, correction, modification and/or derivative work of the Software Product, whether made by Voltaire or by you, are owned exclusively by Voltaire. The Software Product is protected by copyright laws and international treaty provisions.
7.3 The name Voltaire, and all other trademarks, service marks, trade names, and logos of Voltaire are owned by Voltaire, and may not be used in connection with any product or service that is not Voltaire's without the prior written consent of Voltaire. All other trademarks, service marks, trade names, or logos cited herein are the property of their respective owners.

7.4 This Software Product operates or interfaces with certain third party free software programs, the details, and the limitations applying to the use, of which, are set forth in the "Third Party Free Software Rights Notice" attached hereto. If you wish to obtain source code pursuant to GPL or LGPL licenses for the items listed in the attached, please contact Voltaire at the address detailed at:

http://www.voltaire.com/SupportAndServices/gnu_code_requests 8. Product Support

Product support for the Software Product is provided by Voltaire or it authorized agents under a separate agreement, in accordance with Voltaire's standard support and maintenance terms and conditions. For product support, please refer to Voltaire's support number provided in the documentation for the Hardware.

9. Governing Law and Jurisdiction

This Agreement shall be construed and governed in accordance with the laws of the State of Massachusetts USA, regardless of its conflict of laws rules, and the competent Federal and State courts of Massachusetts USA shall have sole and exclusive jurisdiction over any dispute under this Agreement or otherwise related to the Software Product.

10. Entire Agreement

This agreement is the complete and exclusive agreement between you and Voltaire, and it supersedes any prior proposal, representation or

understanding between the parties, oral or written, and any other communication relating to the subject matter of this agreement.

Voltaire Grid Director[™] Switch Software: Third Party Free Software Rights Notice

The Voltaire Grid Director switch software operates or interfaces with certain third party software programs, the rights in which are hereby acknowledged, as follows:

- # Package License Link to License Agreement
- 1 UBoot GPL2 www.denx.de/wiki/u-boot/webhome
- 2 Linux Kernel GPL2 www.kernel.org
- 3 BusyBox GPL2 www.busybox.net
- 4 OpenSSH BSD www.openssh.com
- 5 OpenSSL BSD www.openssl.org
- 6 OFED BSD www.openfabrics.org
- 7 Linux PAM BSD

http://mirror.switch.ch/ftp/pool/3/mirror/eldk/2.1.0/eldk-ppc-

linux-x86/ppc_4xx/RPMS/pam-ppc_4xx-0.75-20.ppc.rpm

- 8 Thttpd Web Server BSD www.acme.com/software/thttpd
- 9 MSNTP GPL http://snarfed.org/space/libmsntp
- 10 SQLite Free http://www.sqlite.org/copyright.html
- 11 Flex 2.5.4 Modified BSD http://flex.sourceforge.net

12 exPat XML parser MIT License http://www.jclark.com/xml/expat.html
13 Chart2D Graphs drawing (in ISR2004) LGPL

http://sourceforge.net/projects/chart2d

END OF TERMS AND CONDITIONS FOR Voltaire Grid Director Switch Software

Software:

THE FOLLOWING TERMS AND CONDITIONS APPLY to Mellanox InfiniHost

Mellanox InfiniHost Software: End-User Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS MELLANOX

END USER LICENSE AGREEMENT (THIS "AGREEMENT") BEFORE INSTALLING

OR USING THE SOFTWARE PRODUCT. THE SOFTWARE PACKAGE, WHICH INCLUDES ALL COMPUTER SOFTWARE AND ASSOCIATED MEDIA AND PRINTED MATERIALS, AND ANY "ONLINE" OR ELECTRONIC DOCUMENTATION, IS REFERRED TO HEREIN AS THE "SOFTWARE PRODUCT"

(AS MORE FULLY DETAILED BELOW). INSTALLATION OR USAGE OF THE SOFTWARE PRODUCT INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS

AGREEMENT, AND CREATES A LEGAL AND BINDING AGREEMENT BETWEEN

YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND MELLANOX, INC. AND ITS

PARENT COMPANY ("MELLANOX TECHNOLOGIES"). IF YOU DO NOT AGREE

WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT

USE OR COPY THIS SOFTWARE PRODUCT AND YOU MUST PROMPTLY RETURN THIS PACKAGE TO MELLANOX.

1 General

InfiniHost software (the "Software Product") is the driver and firmware for Mellanox hardware host channel adapter products ("Mellanox Products").

2 Grant of License

Subject to the terms and conditions of this Agreement, and subject to the licenses set forth in

Exhibit A, Mellanox grants you a personal, non-exclusive, non-transferable license to use,

view, copy, print, and distribute Software Product and accompanying documentation subject

to the following conditions:

- (i) The Software Product and any accompanying documentation may be used solely to
- support Mellanox Products; and
- (ii) You may distribute the Software Product and accompanying documentation solely as

integrated with or installed on your products that incorporate the Mellanox Products.

- 3 Other Rights and Limitations
- 3.1 Reverse Engineering. You shall not reverse engineer, decompile, disassemble or otherwise
- attempt to derive the source code of the Software Product, and shall not adapt, translate, port
- or otherwise modify the Software Product.
- 3.2 Separation of Components. The Software Product is licensed as a single product. Its
- component parts may not be separated for use beyond the designated Hardware.
- 3.3 Transfer. You may not assign, sublicense, transfer, encumber, pledge, lease, rent, time-share
- or otherwise share your rights under this Agreement, or otherwise allow third parties any use
- of the Software Product, and this Agreement shall automatically terminate in the event of
- any such unauthorized use.
- 3.4 Dual-Media Software. You may receive the Software Product in more than one medium.
- Regardless of the type or size of media you receive, you may use only one medium that is
- appropriate for the Hardware. You may not use or install the other media on additional
- hardware and the use thereof is subject to the terms and conditions of this Agreement.
- 4 NO WARRANTY
- 4.1 MELLANOX FURNISHES THE SOFTWARE PRODUCTS AND THE DOCUMENTATION TO YOU "AS IS," UNSUPPORTED, WITHOUT WARRANTY OF

ANY KIND. MELLANOX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF PERFORMANCE, A

COURSE OF DEALING OR TRADE USAGE. MELLANOX SHALL NOT BE LIABLE

FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN

THE SOFTWARE PRODUCTS, THE DOCUMENTATION OR THE EXPLANATORY MATERIALS.

4.2 Without limiting the foregoing, as the Software Product is designed to function within an

operating system, and as the Software Product contains components that have been developed or customized by third parties including open source or free software set forth in

the Third Party Free Software Rights Notice (collectively the "Third Party Components"),

Mellanox shall be under no liability or warranty for a Third Party Component and you accept

the full risk for the quality and performance of such Third Party Components. Should the

Third Party Components turn out to be faulty, the costs for service, repair, or correction must

be borne by you.

4.3 You have no right to: (i) make copies of the Software Product for purposes of distribution to

the public by sale or by rental, lease or lending; (ii) prepare derivative works based on the

copyrighted computer program of the Software Product; (iii) make public performances of

the Software Product; or (iv) publicly display the Software Product.

5 Limitation of Liability

IN NO EVENT SHALL MELLANOX BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER INDIRECT

DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, COST TO COVER, NEGLIGENCE OR ANY OTHER PECUNIARY

LOSS ARISING FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE PRODUCT OR RELATED COMPONENTS OR DOCUMENTATION, EVEN IF IT HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, IN NO EVENT WILL MELLANOX'S TOTAL LIABILITY HEREUNDER, INCLUDING FOR DIRECT DAMAGES, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY MELLANOX FOR THE SOFTWARE PRODUCT, THE USE OF WHICH IS THE CAUSE OF SUCH LIABILITY.

THESE LIMITATIONS WILL APPLY FOR ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY, IN LAW OR IN EQUITY, EVEN IF MELLANOX HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6 Qualifications and Limitations Basis of Bargain

The limited warranty, exclusive remedies and limited liability provisions set forth herein are

fundamental elements of the basis of the Agreement between Mellanox and you, and you

accept and confirm that Mellanox would not be able to provide the Software Product on an

economic basis without such limitations.

7 Term; Termination

This Agreement is effective upon installation or use of the Software Product and shall

continue until terminated. This Agreement shall automatically terminate upon your breach of

sections 1, 2 and 3. Without prejudice to any other rights, Mellanox may terminate this

Agreement if you fail to comply with any other terms and conditions of this Agreement. In

the event of termination, you must destroy all copies of the Software Product and all of its

components parts. Sections 3, 4 (other than 4.1), 5, 8, 10 and 11 will survive termination of

this Agreement for any reason.

8 Title; Trademarks

8.1 Except as specifically permitted herein, no portion of the Software Product, including but not

limited to object code and source code and the printed materials accompanying the Software

Product, may be reproduced, modified, distributed, republished or otherwise exploited in an

form or by any means for any purpose without the prior written permission of Mellanox.

8.2 Subject to section 8.4 below, all rights and title in and to the Software Product, and any

change, enhancement, addition, correction, modification and/or derivative work of the

Software Product, whether made by Mellanox or by you, are owned exclusively by Mellanox. The Software Product is protected by copyright laws and international treaty

provisions.

8.3 The name Mellanox, Mellanox OFED, and all other trademarks, service marks, trade names,

and logos of Mellanox are owned by Mellanox, and may not be used in connection

with any

product or service that is not Mellanox's without the prior written consent of Mellanox. All

other trademarks, service marks, trade names, or logos cited herein are the property of their

respective owners.

8.4 This Software Product operates or interfaces with certain third party free software programs,

the details, and the limitations applying to the use, of which, are set forth in the "Third Party

Free Software Rights Notice" attached hereto. If you wish to obtain source code pursuant to

GPL or LGPL licenses for the items listed in the attached, please contact Mellanox at the

address detailed at: http://www.mellanox.com/content/pages.php?pg=gnu_code_request

9 Product Support

9.1 Product support for the Software Product is provided by Mellanox or its authorized agents

under a separate agreement, in accordance with Mellanox's standard support and maintenance terms and conditions. For product support, please refer to Mellanox's support

number provided in the documentation for the Mellanox Products. However, support is not

available for components not tested by Mellanox which have been taken from OFED on an

"as-is" basis.

10 Governing Law and Jurisdiction

10.1 This Agreement shall be construed and governed in accordance with the laws of the State of

Massachusetts USA, regardless of its conflict of laws rules, and the competent Federal and

State courts of Massachusetts USA shall have sole and exclusive jurisdiction over any

dispute under this Agreement or otherwise related to the Software Product.

11 Entire Agreement

This agreement is the complete and exclusive agreement between you and Mellanox, and it

supersedes any prior proposal, representation or understanding between the parties, oral or

written, and any other communication relating to the subject matter of this agreement.

Mellanox InfiniHost Software:

Third Party Free Software Rights Notice (Generated by

BlackDuck® Tool)

The Mellanox InfiniHost software operates or interfaces with certain third party software

programs, the rights in which are hereby acknowledged, as follows:

Package, Version, Link to License, License, Linking

OpenFabrics Enterprise, Distribution - OFED, 1.5.3, http://www.openfabrics.org/, BSD 2.0, Dynamic

HBA API, 2.2, http://sourceforge.net/projects/hbaapi/, LGPL version 2.1, Dynamic

libhbalinux, 1.0.7, http://sourceforge.net/projects/hbaapi/, SNIA Public License version 1.0, Dynamic

Knem, 0.9.7, http://runtime.bordeaux.inria.fr/knem/, BSD 2.0, Dynamic

libpciaccess, 0.10.5, http://cgit.freedesktop.org/xorg/lib/libpciaccess/, MIT License V2, Dynamic

MVAPICH2, 1.9, http://mvapich.cse.ohio-state.edu/download/mvapich2/, BSD 2.0, Dynamic

Open MPI, 1.4.3, http://www.open-mpi.org, BSD 2.0, Dynamic

Sdpnetstat, 1.6, https://launchpad.net/ubuntu/+source/sdpnetstat, GPL 2.0, Dynamic

END OF Mellanox InfiniHost Software: End-User Agreement

END OF TERMS AND CONDITIONS FOR Mellanox InfiniHost Software

@@@@@@@@@@@@

Offer to obtain source code for GNU GPL and GNU LGPL licensed software

distributed with the IBM Storwize V7000 Unified File Module Software, Version 1.4.2 Software:

This product contains certain code packages that are licensed pursuant to the terms of the GNU General Public Licenses ("GPL") and/or the GNU Library and Lesser General Public Licenses ("LGPL"). The software packages that are licensed under the GPL or LGPL include:

conn-vfs so

CTDB version 1.2.55

dbench 4.0

Dstat s 1.0

Fuse 2.7.4 (libfuse)

Fuse 2.7.4 (Linux kernel module, utils)

GDBM 1.8.3

Gettext 0.14.6

Gettext 0.16.1

gnome keyring library header 0.8.1

libfuse 2.5.3

Libgcrypt 1.4.6

Libgpg-error 1.10

Libgthread 2.16.4

Libiconv 1.12

Libsysfs 2.1.0

Lxml 2.1.2

Paramiko 1.7.6

PyOpenSSL 0.11

Python-crontab 0.7

PvWBEM 0.7

PyWBEM Patch

Ologic OLA2xxx Driver 8.03.01.06.05.06-k

Qlogic CNA driver QLGE version 1.00.00.32

Readline 6.1

Remote cache 3.5

Rsync 3.0.0

Rsync 3.1.0dev

samba version 3.6.4_CTDB_49

socklib 0.3

Ti USB 2.6

Ti USB 3410 5052 1.28-1

vfs.c

Red Hat Enterprise Linux 6.1

eCos Redboot 2.0

PolarSSL version 1.0.0 (Emulex UCNA)

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

IBM Corporation
Attn: Dept DYMA / 9032-2, Open Source Management
9000 S. Rita Road
Tucson, AZ 85744

END OF TERMS AND CONDITIONS FOR SEPARATELY LICENSED CODE for IBM Storwize V7000 Unified File Module Software, Version 1.4.2

IBW.

Printed in USA

GI13-2843-06

