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Early Release - IBM COBOL for Linux on x86 Tech Preview

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Program Name (Program Number):

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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The following are Separately Licensed Code:

- libdfp 1.0.14
- decnumber

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程序名称 (程序号)：

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- libdfp 1.0.14
- decnumber

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程式名稱 (程式編號)：

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- libdfp 1.0.14
- decnumber

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Název Programu (Číslo Programu):

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- libdfp 1.0.14
- decnumber

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Nom du Logiciel (Référence du Logiciel) :
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- decnumber

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Programmname (Programmnummer):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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Diese Liste enthält den separat lizenzierten Code:

- libdfp 1.0.14
- decnumber

Quellenkomponenten und Beispielmaterien

Das Programm kann einige Komponenten in Form von Quellcode ("Quellenkomponenten") und sonstige Materialien, die als Beispielmaterien gekennzeichnet sind, enthalten. Der Lizenznehmer darf die Quellenkomponenten und Beispielmaterien 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 Beispielmaterien enthaltenen Copyrightvermerke oder Hinweise weder ändert noch löscht. IBM stellt die Quellenkomponenten und Beispielmaterien ohne eine Verpflichtung zur Unterstützung, im gegenwärtigen Zustand (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.

ΠΛΗΡΟΦΟΡΙΕΣ ΓΙΑ ΤΗΝ ΑΔΕΙΑ ΧΡΗΣΗΣ

Τα Προγράμματα που περιλαμβάνονται στην παρακάτω λίστα παραχωρούνται με άδεια χρήσης βάσει των ακόλουθων όρων και προϋποθέσεων των Πληροφοριών για την Άδεια Χρήσης, επιπλέον των όρων άδειας χρήσης του Προγράμματος τους οποίους αποδέχθηκαν προηγουμένως ο Πελάτης και η IBM. Εάν ο Πελάτης δεν έχει αποδεχθεί προηγουμένως τους όρους άδειας χρήσης που διέπουν τη χρήση του Προγράμματος, τότε η ισχύει η Διεθνής Σύμβαση Άδειας Χρήσης για Πρώτες Εκδόσεις Προγραμμάτων (Z125-5544-05).

Όνομα Προγράμματος (Αριθμός Προγράμματος):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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

Περίοδος Δοκιμής

Η περίοδος δοκιμής αρχίζει κατά την ημερομηνία που ο Δικαιούχος Άδειας Χρήσης συμφωνεί με τους όρους της παρούσας Σύμβασης και τερματίζεται την 2020-12-31.

Απαγορευμένες Χρήσεις

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

Εμπιστευτικότητα

Ο Δικαιούχος Άδειας Χρήσης συμφωνεί να μεταχειρίζεται τις παρακάτω πληροφορίες ως "Εμπιστευτικές Πληροφορίες IBM", ανεξάρτητα από το εάν περιέχουν περιοριστικές επισημάνσεις που δηλώνουν τον εμπιστευτικό χαρακτήρα των εν λόγω πληροφοριών ή έχουν χαρακτηριστεί Εμπιστευτικές Πληροφορίες IBM πριν την αποκάλυψή τους: (α) το Πρόγραμμα, (β) οποιεσδήποτε πληροφορίες παρέχονται από την IBM στο Δικαιούχο Άδειας Χρήσης αναφορικά με το Πρόγραμμα, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, σχετικών με το Πρόγραμμα υλικών όπως προδιαγραφές, σχέδια, τάσεις, στρατηγικές, δεδομένα συγκριτικής αξιολόγησης (benchmarks), χαρακτηριστικά απόδοσης, συγκρίσεις και άλλα δεδομένα αξιολόγησης του Προγράμματος, (γ) οποιεσδήποτε πληροφορίες αναφορικά με την πρόσβαση του Δικαιούχου Άδειας Χρήσης στο Πρόγραμμα, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, κωδικών πρόσβασης και άλλων στοιχείων ταυτότητας, και (δ) όλα τα δεδομένα, απαντήσεις, προτάσεις ή/και έγγραφα υλικά που παρέχονται από το Δικαιούχο Άδειας Χρήσης στην IBM αναφορικά με το Πρόγραμμα. Ο Δικαιούχος Άδειας Χρήσης έχει εξουσιοδότηση να χρησιμοποιεί τις Εμπιστευτικές Πληροφορίες για το σκοπό για τον οποίο αποκαλύφθηκαν ή για κατά άλλον τρόπο προς όφελος της IBM. Παρά τα όσα προβλέπονται σε οποιοσδήποτε άλλους όρους της παρούσας Σύμβασης, ο Δικαιούχος Άδειας Χρήσης συμφωνεί να μην επικοινωνεί, δημοσιεύει, κοινοποιεί ή κατά άλλον τρόπο συζητεί ή αποκαλύπτει σε οποιοδήποτε τρίτο μέρος τις Εμπιστευτικές Πληροφορίες IBM (συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, οποιωνδήποτε άρθρων, εγγράφων και άλλων εγγράφων υλικών που αναφέρονται στις Εμπιστευτικές Πληροφορίες IBM) πριν η IBM καταστήσει τις εν λόγω Εμπιστευτικές Πληροφορίες δημοσίως διαθέσιμες χωρίς να επιβάλει υποχρέωση μη αποκάλυψης.

Ο Δικαιούχος Άδειας Χρήσης συμφωνεί να επιδεικνύει την ίδια φροντίδα και διακριτικότητα για την αποφυγή αποκάλυψης των Εμπιστευτικών Πληροφοριών IBM την οποία ο Δικαιούχος Άδειας Χρήσης επιδεικνύει για τις δικές του πληροφορίες παρόμοιου χαρακτήρα τις οποίες ο Δικαιούχος Άδειας Χρήσης δεν θέλετε να αποκαλύψει, αλλά σε καμία περίπτωση η εν λόγω φροντίδα θα είναι λιγότερη από εύλογη φροντίδα. Οι υποχρεώσεις του Δικαιούχου Άδειας Χρήσης αναφορικά με τις Εμπιστευτικές Πληροφορίες IBM θα εξακολουθούν να ισχύουν για περίοδο δύο ετών από την παραλαβή των Εμπιστευτικών Πληροφοριών IBM εκ μέρους του Δικαιούχου Άδειας Χρήσης. Ο Δικαιούχος Άδειας Χρήσης συμφωνεί να μην αποκαλύπτει στην IBM οποιεσδήποτε πληροφορίες θεωρούνται εμπιστευτικές ή αποκλειστικές από το Δικαιούχο Άδειας Χρήσης ή οποιοδήποτε τρίτο μέρος, παρά μόνο με χωριστή, γραπτή και υπογεγραμμένη σύμβαση τήρησης εμπιστευτικότητας.

Παρά την ύπαρξη οποιασδήποτε σύμβασης τήρησης εμπιστευτικότητας ή άλλης σύμβασης που ο Δικαιούχος Άδειας Χρήσης μπορεί να έχει συνάψει με την IBM αναφορικά με τη μεταχείριση εμπιστευτικών πληροφοριών, οι προηγούμενες παράγραφοι θα διέπουν τη μεταχείριση των Εμπιστευτικών Πληροφοριών IBM.

Κώδικας με Χωριστή Άδεια Χρήσης

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

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

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

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

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

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

(γ) Η IBM δεν φέρει ευθύνη προς το Δικαιούχο Άδειας Χρήσης και δεν θα υποστηρίξει, θα αποζημιώνει ή θα απαλλάσσει το Δικαιούχο Άδειας Χρήσης έναντι οποιωνδήποτε αξιώσεων που απορρέουν από ή σχετίζονται με τον Κώδικα με Χωριστή Άδεια Χρήσης, και

(δ) Η IBM δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημιές, ζημιές ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

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

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

Τα ακόλουθα στοιχεία αποτελούν Κώδικα με Χωριστή Άδεια Χρήσης:

- libdfp 1.0.14

- decnumber

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

INFORMASI LISENSI

Program-program yang tercantum di bawah ini dilisensikan dengan syarat dan ketentuan Informasi Lisensi berikut ini selain syarat lisensi Program yang sebelumnya telah disetujui oleh Klien dan IBM. Apabila Klien sebelumnya tidak menyetujui syarat lisensi yang berlaku untuk Program, Perjanjian Lisensi Internasional untuk Peluncuran Dini Program (Z125-5544-05) akan berlaku.

Nama Program (Nomor Program):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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

Periode Pengujian

Periode pengujian dimulai pada tanggal saat Pemegang Lisensi menyetujui syarat-syarat Perjanjian ini dan berakhir pada tanggal 2020-12-31.

Penggunaan yang Dilarang

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

Kerahasiaan

Pemegang Lisensi setuju untuk memperlakukan hal-hal berikut ini sebagai "Informasi Rahasia IBM" tanpa memperhatikan apakah informasi tersebut memuat tanda terbatas yang menunjukkan sifat rahasia dari informasi tersebut atau telah diidentifikasi sebagai Informasi Rahasia IBM sebelum diungkapkan: (a) Program, (b) setiap informasi yang diberikan kepada Pemegang Lisensi oleh IBM terkait dengan Program termasuk, tetapi tidak terbatas pada, Program yang terkait dengan materi-materi seperti spesifikasi-spesifikasi, rencana-rencana, tren-tren, strategi-strategi, tolok ukur, karakteristik-karakteristik kinerja, perbandingan-perbandingan, dan penilaian-penilaian lainnya dari Program, (c) setiap informasi yang terkait dengan akses Pemegang Lisensi ke Program termasuk, tetapi tidak terbatas pada, kata sandi atau kode akses lainnya, dan (d) semua data, umpan balik, saran dan/atau materi tertulis yang diberikan oleh Pemegang Lisensi kepada IBM yang terkait dengan Program. Pemegang Lisensi berhak untuk menggunakan Informasi Rahasia IBM untuk tujuan yang untuknya informasi tersebut diungkapkan atau dengan cara lain, untuk manfaat IBM. Meskipun terdapat syarat-syarat lainnya dari Perjanjian ini, Pemegang Lisensi setuju untuk tidak mengkomunikasikan, mempublikasikan, mensosialisasikan atau dengan cara lain, mendiskusikan dengan atau mengungkapkan kepada pihak ketiga Informasi Rahasia IBM (termasuk tetapi tidak terbatas pada artikel-artikel, tulisan-tulisan atau materi-materi tertulis lainnya yang berkaitan dengan Informasi Rahasia IBM) sebelum IBM menyediakan Informasi Rahasia IBM tersebut kepada publik tanpa adanya kewajiban tentang tidak adanya pengungkapan.

Pemegang Lisensi setuju untuk menggunakan kehati-hatian dan kebijaksanaan yang sama untuk menghindari pengungkapan atas Informasi Rahasia IBM sebagaimana yang digunakan oleh Pemegang Lisensi dengan informasi Pemegang Lisensi yang sama miliknya sendiri yang tidak ingin diungkapkan oleh Pemegang Lisensi, tetapi tingkat kehati-hatian tersebut sama sekali tidak akan kurang dari kehati-hatian yang wajar. Kewajiban Pemegang Lisensi yang terkait dengan Informasi Rahasia IBM akan berlangsung selama periode dua tahun sejak Pemegang Lisensi menerima Informasi Rahasia IBM. Pemegang Lisensi setuju untuk tidak mengungkapkan kepada IBM setiap informasi yang dianggap rahasia atau milik Pemegang Lisensi atau pihak ketiga kecuali berdasarkan perjanjian rahasia tertulis yang dibuat secara terpisah dan ditandatangani.

Meskipun terdapat perjanjian kerahasiaan atau perjanjian lainnya yang dapat dimiliki oleh Pemegang Lisensi dengan IBM yang berkaitan dengan informasi rahasia, ayat-ayat sebelumnya akan mengatur perlakuan atas Informasi Rahasia IBM.

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:

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- (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
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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:

- libdfp 1.0.14
- decnumber

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

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Nome Programma (Numero Programma):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- libdfp 1.0.14
- decnumber

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プログラム名 (プログラム番号):

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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- libdfp 1.0.14
- decnumber

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프로그램 이름 (프로그램 번호:

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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다음은 별도로 라이선스가 부여된 코드입니다.

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Programos pavadinimas (Programos numeris):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

Šios standartinės sąlygos taikomos Licencianto Programos naudojimui.

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Nazwa Programu (Numer Programu):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

Poniższe standardowe warunki mają zastosowanie do używania Programu przez Licencjobiorcę.

Okres testowania

Okres testowania rozpoczyna się w dniu, w którym Licencjobiorca wyraził zgodę na warunki niniejszej Umowy i kończy się 2020-12-31.

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Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

- libdfp 1.0.14
- decnumber

Komponenty Źródłowe i Materiały Przykładowe

Program może zawierać komponenty w postaci kodu źródłowego (zwane dalej "Komponentami Źródłowymi") oraz inne materiały określone jako Materiały Przykładowe. Licencjodawca 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 Licencjodawca nie będzie zmieniać ani usuwać żadnych informacji czy uwag o prawach autorskich zawartych w Komponentach Źródłowych lub Materiałach Przykładowych. IBM dostarcza Komponenty Źródłowe i Materiały Przykładowe bez zobowiązania do wsparcia, W STANIE, W JAKIM SIĘ ZNAJDUJĄ ("AS IS"), BEZ UDZIELANIA JAKICHKOLWIEK GWARANCJI (RĘKOJMIĘ RÓWNIEŻ WYŁĄCZA SIĘ), WYRAŻNYCH LUB DOMNIEMANYCH, A W SZCZEGÓLNOŚCI GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH ORAZ DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU.

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Nome do Programa (Número do Programa):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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O período de teste começa na data em que o Licenciado concorda com os termos deste Contrato/Acordo e termina em 2020-12-31.

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Os itens a seguir são Código Licenciado Separadamente:

- libdfp 1.0.14
- decnumber

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Название Программы (Номер Программы):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

Следующие стандартные положения применяются в отношении использования Программы Лицензиатом.

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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) IBM 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, не прямые, непредвиденные, особые, типовые или косвенные убытки или штрафные санкции, включая, но не ограничиваясь этим, потерянные данные, утраченные сбережения и упущенные доходы, в отношении Отдельно Лицензируемого Программного Кода.

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:

- libdfp 1.0.14
- decnumber

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. IBM предоставляет Исходные Компоненты и Образцы Материалов без обязательств по обеспечению поддержки и на условиях "КАК

ЕСТЬ", БЕЗ КАКИХ-ЛИБО ГАРАНТИЙ, КАК ЯВНЫХ, ТАК И ПОДРАЗУМЕВАЕМЫХ, ВКЛЮЧАЯ ГАРАНТИЮ ПРАВА СОБСТВЕННОСТИ, НЕНАРУШЕНИЯ ПРАВ ИЛИ ОТСУТСТВИЯ СТОЛКНОВЕНИЯ ПАТЕНТНЫХ ПРИТЯЗАНИЙ, А ТАКЖЕ ПОДРАЗУМЕВАЕМЫЕ ГАРАНТИИ И УСЛОВИЯ ТОВАРОПРИГОДНОСТИ И СООТВЕТСТВИЯ ОПРЕДЕЛЕННОЙ ЦЕЛИ.

PODATKI O LICENCIRANJU

Spodaj navedeni programi so licencirani na podlagi naslednjih določb in pogojev licenčne informacije, ki veljajo poleg pogojev licence za program, s katerimi naročnik in IBM predhodno soglašata. Če naročnik predhodno ne soglaša s pogoji, ki veljajo za program, velja Mednarodna licenčna pogodba za zgodnjo izdajo programov (Z125-5544-05).

Ime programa (Številka programa):

IBM COBOL for Linux on x86 Tech Preview (Early Release)

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

Preizkusno obdobje

Preizkusno obdobje se začne na datum, na katerega imetnik licence poda svoje soglasje z določbami te pogodbe in se izteče dne 2020-12-31.

Prepovedana uporaba

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

Zaupnost

Imetnik licence soglaša, da bo naslednje postavke obravnaval kot "IBM-ove zaupne podatke", ne glede na to, ali vsebujejo restriktivne oznake, ki kažejo njihovo zaupno naravo, ali so bile pred razkritjem označene kot IBM-ovi zaupni podatki: (a) program, (b) katerikoli podatki, ki jih posreduje IBM imetniku licence v povezavi s programom, kar vključuje tudi (vendar ni omejeno na) s programom povezano gradivo, kot so specifikacije, načrti, trendi, strategije, primerjalni preskusi, zmogljivostne značilnosti, primerjave in druge ocene programa, (c) vsi podatki, povezani z dostopom imetnika licence do programa, kar vključuje tudi (vendar ni omejeno na) gesla ali druge kode za dostop in (d) vsi podatki, povratne informacije, predlogi in/ali pisno gradivo, ki ga posreduje imetnik licence IBM-u v povezavi s programom. Imetnik licence ima pooblastilo za uporabo IBM-ovih zaupnih podatkov za namen, za katerega so bile razkrite, ali sicer za namen, ki koristi IBM-u. Ne glede na druge pogoje te pogodbe imetnik licence soglaša, da IBM-ovih zaupnih podatkov (kar vključuje tudi (vendar ni omejeno na) članke, listine ali drugo pisno gradivo, ki se nanaša na IBM-ove zaupne podatke) ne bo posredoval, objavil, razširil ali kako drugače razpravljal o njih ali jih razkril nobeni tretji stranki, dokler ne bo IBM takšnih IBM-ovih zaupnih podatkov ponudil v javno uporabo brez zavezanosti k nerazkritju.

Imetnik licence soglaša, da bo preprečeval razkritje IBM-ovih zaupnih podatkov ravno tako skrbno in preudarno, kot pri lastnih podobnih podatkih, ki jih imetnik licence ne želi razkriti, vendar bo raven skrbi vsekakor razumna. Obveznosti imetnika licence v povezavi z IBM-ovimi zaupnimi podatki veljajo še dve leti od datuma, ko prejme imetnik licence IBM-ove zaupne podatke. Imetnik licence soglaša, da IBM-u ne bo razkril nobenih podatkov, ki so obravnavani kot zaupni ali lastniški podatki imetnika licence ali kakšne druge tretje stranke, razen če zanje ne sklene ločene pisne pogodbe o zaupnosti.

Ne glede na obstoj kakršnekoli pogodbe o zaupnosti ali kakšne druge pogodbe, ki jo lahko sklene imetnik licence z IBM-om v zvezi z zaupnimi podatki, veljajo za obravnavanje IBM-ovih zaupnih podatkov prejšnji odstavek.

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 kodo.

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 na 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:

- libdfp 1.0.14
- decnumber

Izvirne komponente in vzorčno gradivo

Program lahko vključuje nekatere komponente v obliki izvirne kode ("izvirne komponente") in drugo gradivo, imenovano "vzorčno gradivo". Imetnik licence lahko izvirne komponente in vzorčno gradivo kopira ter spreminja samo za notranjo uporabo in pod pogojem, da je takšna uporaba znotraj omejitev licenčnih pravic, ki izhajajo iz te pogodbe, vendar pod pogojem, da ne sme spremeniti ali izbrisati nobenih informacij ali obvestil o avtorskih pravicah, vsebovanih v izvornih komponentah ali vzorčnem gradivu. IBM ponuja izvirne 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.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación se licencian bajo los siguientes términos y condiciones de Licencia, además de los términos de licencia del Programa acordados previamente entre el Cliente e IBM. Si el Cliente no ha aceptado con anterioridad los términos de la licencia aplicables al Programa, se aplicará Acuerdo Internacional de Licencia para la Distribución Previa de Programas (Z125-5544-05).

Nombre de Programa (Número de Programa):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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

Periodo de Prueba

El periodo de prueba comenzará en la fecha en que el Licenciatario acepte los términos de este Acuerdo y finalizará el 2020-12-31.

Usos prohibidos

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

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A pesar de la existencia de cualquier acuerdo de confidencialidad o de otro acuerdo que el Licenciatario pudiera tener con IBM, relativo a la información confidencial, los párrafos anteriores regirán el tratamiento de la Información Confidencial de IBM.

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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

Licenciataria pudiera tener con IBM, los términos de dichos acuerdos de licencia de terceros rigen el uso por parte del Licenciataria de todo el Código con Licencia Separada, excepto que se especifique de otro modo a continuación.

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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 Licenciataria sea el licenciataria original del Programa, si el Licenciataria no acepta los acuerdos de licencia de terceros, el Licenciataria 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 Licenciataria pudiera tener con IBM:

- (a) IBM proporciona este Código con Licencia Separada al Licenciataria 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 Licenciataria, y no defenderá, ni mantendrá indemne o fuera de toda responsabilidad al Licenciataria 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.

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A continuación se enumera Código con Licencia Separada:

- libdfp 1.0.14
- decnumber

Componentes en Código Fuente y Materiales de muestra

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Program Adı (Program Numarası):
IBM COBOL for Linux on x86 Tech Preview (Early Release)

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

Test Süresi

Test süresi, Lisans Alan Tarafın bu Sözleşmenin koşullarını kabul ettiği tarihte başlar ve 2020-12-31 tarihinde sona erer.

Yasaklanmış Kullanımlar

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

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Ayrıca Lisanslanan Kod aşağıdadır:

- libdfp 1.0.14
- decnumber

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 EDİLMEMEYE DAİR GARANTİLER İLE BİR ÜRÜN VEYA HİZMETİN TİCARİ SATIŞ KOŞULLARINA VE BELİRLİ BİR AMACA UYGUNLUĞA DAİR ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL OLMAK, ANCAK TÜMÜ BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VEYA ZİMNİ HİÇBİR GARANTİ VERMEKSİZİN "OLDUĞU GİBİ" ESASIYLA SAĞLAR.

Appendix

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- libdfp 1.0.14
- decnumber

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Version 3, 29 June 2007

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