Service Component Terms

1. SC Terms

BEFORE ACCESSING THE SERVICE COMPONENT SOFTWARE, PLEASE CAREFULLY READ THESE SERVICE COMPONENT TERMS ("SC TERMS') AND THE DOCUMENT(S) MADE AVAILABLE THROUGH THE WEB PAGE(S) IDENTIFIED IN SECTION 2 BELOW, WHICH MAY INCLUDE LICENSE TERMS, LICENSE INFORMATION AND OTHER DOCUMENTATION ("LICENSE AGREEMENT(S)") GOVERNING CUSTOMER'S USE OF THE SERVICE COMPONENT SOFTWARE IDENTIFIED BELOW .

CUSTOMER MAY ACCESS AND USE SERVICE COMPONENT SOFTWARE IN CONNECTION WITH THE SERVICES ONLY IN ACCORDANCE WITH THE AGREEMENT FOR THE SERVICES, INCLUDING ITS ATTACHMENTS AND THESE SC TERMS. BY ACCESSING OR OTHERWISE USING A SERVICE COMPONENT SOFTWARE, CUSTOMER SIGNIFIES ITS AGREEMENT WITH THESE SC TERMS AND THE AGREEMENT.

IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER SHOULD NOT, IN ANY MANNER, ACCESS OR USE THE SERVICE COMPONENT SOFTWARE.

All capitalized terms have the same meanings as defined in the Agreement, its Attachments, and referenced agreements or policies, unless defined separately or modified herein.

2. Service Component Software

2.1 SC Image or SC Bundle

Name	License Agreement URL(s)
IBM Business Process Manager Advanced 8.5 for Windows Server 2008 R2	**Select and review all License Agreement documents, including base agreement, license information and other documents made available at this URL:** IBM Process Server Advanced 8.5 http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/09820484569AF22885257B5600138C7A?OpenDocument IBM Process Center Advanced 8.5 http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/BD0788A156C9AF4985257B56001386A0?OpenDocument The following are used to support the above software in the use of this Image. IBM Process Designer 8.5 http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/9F5E84C875B06AFB85257B56001381E5?OpenDocument IBM Integration Designer 8.5 http://www-03.ibm.com/software/sla/sladb.nsf/displaylis/21E9EC8D1B743E7785257B4B00282B4A?OpenDocument

2.2 SCE Operating System

Name	License Agreement URL
SUSE Linux Enterprise Server version 11	http://www.novell.com/licensing/eula/**suse**/sles_11_en.pdf
Red Hat Enterprise Linux	http://www.redhat.com/licenses/ and select applicable country.
Microsoft Server	http://www-935.ibm.com/services/us/gts/html/microsoft_volume_licensing.html There is a "No High Risk Use" requirement that the User may not use the Microsoft software ("Product") in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical

	facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

3.   Use of Service Component Software

Customer's use of the Service Component Software (SC Image, SC Bundle, and or SCE Operating System) identified in these SC Terms is governed by the License Agreement(s) identified in these SC Terms as modified by this Section 3:

Notwithstanding any terms of a License Agreement to the contrary, the following terms apply to each Service Component Software:

- the Service Component Software is provided for a term set forth in the Agreement and is not perpetual;

- no installation or download of a Service Component Software, in whole or in part, is permitted except as set forth in section entitled "Enabling Software" in the Agreement;

- no copies (including back-up copies) of a Service Component Software, in whole or in part, are permitted except as specifically set forth in this Service Description;

- no transfer of a Service Component Software, in whole or in part, is permitted; and

- any money back guarantee and warranty that may be provided in a License Agreement does not apply to Service Component Software.

Per the terms of the Agreement Customer understands and agrees that third party software and its use will be licensed in accordance with the applicable third party license agreement ("Third Party Agreement") identified and linked to by the web URLs above or otherwise provided to Customer and is for use only within the Services. The Third Party Agreement is an agreement between Customer and the third party software owner or rights holder only.

If these SC Terms and the Agreement for the Services conflict with the terms of a License Agreement, the terms of these SC Terms and the Agreement for the Services prevail. Service Component Software may not contain all features or functions of the particular generally available software available directly from the software licensor.