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Online version : <https://www.ibm.com/terms/?id=L-PXVP-93U8VP&lc=en>

LICENSE INFORMATION

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

Program Name (Program Number):

IBM Cloud Pak for Business Automation 25.0.1 (5737-I23)

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

License Terms delivered with Program Not Applicable

The terms of this Agreement supersede and void any electronic "click through," "shrinkwrap," or other licensing terms and conditions included with or accompanying the Program(s).

Multi-Product Install Image

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

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Licensee is authorized to install and use the Bundled Programs identified below. A Bundled Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Bundled Program. In the event of conflict, the terms in this License Information document supersede the Bundled Program's terms. The Principal Program and any Bundled Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Bundled Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Bundled Program on a 10 VPC machine and another Bundled Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Bundled Programs:

IBM FileNet Content Manager

IBM FileNet Content Manager for Non-Production Environment

IBM Datacap
IBM Datacap for Non-Production Environment
IBM Datacap Insight Edition Add-On
IBM Datacap Insight Edition Add-on for Non-Production Environment
IBM Datacap Accounts Payable Add-On
IBM Datacap Accounts Payable Add-on for Non-Production Environment
IBM Content Assistant Client Managed
IBM Content Collector for Email
IBM Content Collector for File Systems
IBM Content Collector for Microsoft SharePoint
IBM Content Collector for SAP Applications
IBM Business Automation Workflow Enterprise
IBM Business Automation Workflow Enterprise for Non-Production Environment
IBM Operational Decision Manager Server
IBM Operational Decision Manager Server for Non-Production Environment
IBM Enterprise Records
Process Mining
IBM Robotic Process Automation
IBM FileNet Content Manager Connector for Salesforce
IBM Business Automation Insights
IBM Automation Decision Services

Supporting Programs

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

Supporting Programs:

IBM Db2 Standard Edition
IBM WebSphere Application Server Liberty
IBM WebSphere Application Server Network Deployment
IBM Storage Fusion

Permitted Components

Licensee is permitted to use only the following components or functions of the identified Bundled or Supporting Program:

IBM WebSphere Application Server Network Deployment only for use in support of the following Bundled Programs:

- IBM FileNet Content Manager
- IBM FileNet Content Manager for Non-Production Environment
- IBM Datacap
- IBM Datacap Non-Production
- IBM Enterprise Records
- IBM Business Automation Workflow Enterprise
- IBM Business Automation Workflow Enterprise for Non-Production Environment
- IBM Operational Decision Manager Server
- IBM Operational Decision Manager Server for Non-Production Environment

Prohibited Components

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

- pureScale clustering technology (of IBM Db2 Standard Edition)
- Db2 Connect (of IBM Db2 Standard Edition)
- SQL Warehousing Tool (SQW) (of IBM Db2 Standard Edition)
- IBM InfoSphere Data Architect 9.1.4 (of IBM Db2 Standard Edition)
- IBM InfoSphere Data Replication 11.4 (CDC component) (of IBM Db2 Standard Edition)
- IBM InfoSphere Data Replication 11.4 (SQL Replication, Q Replication and CDC for Db2 LUW components)
- IBM WebSphere Application Server 9.0 (of IBM Db2 Standard Edition)
- IBM Cognos Analytics 11.1 (of IBM DB2 Standard Edition)
- IBM Data Server Manager Enterprise Edition 2.1.5 (of IBM Db2 Standard Edition)
- Adaptive Compression and classic row compression (IBM DB2 Standard Edition)
- Db2 column-organized tables (IBM DB2 Standard Edition)
- Federation with other data sources (IBM DB2 Standard Edition)
- Index Compression (IBM DB2 Standard Edition)
- Materialized query tables (MQTs) (IBM DB2 Standard Edition)
- Partitioning - partitioned database environment (IBM DB2 Standard Edition)
- Q Replication (IBM DB2 Standard Edition)
- IBM Spectrum Scale Data Access (IBM DB2 Standard Edition)

Non-Production Limitation

If the Program is designated as "Non-Production", Licensee can only use the Program as part of Licensee's internal development and test environment for internal non-production activities.

Components Not Used for Establishing Required Entitlements

Licensee may install and use the following Program components, under the license terms, but these components are not used to determine the number of entitlements required for the Program.

- IBM Automation Decision Services Designer
- IBM Business Automation Studio
- IBM Business Automation Navigator
- IBM Business Automation Application Designer
- IBM Business Automation Application Engine when used in Non-Production
- IBM Business Automation Insights when used in Non-Production
- IBM Automation Workstream Services when used in Non-Production
- IBM Robotic Process Automation Studio
- IBM Db2 Standard Edition
- IBM FileNet Content Manager for Non-Production Environment when Concurrent, Authorized, Infrequent, External, Employee User Conversion Entitlement Ratio is used.
- IBM Business Automation Workflow Enterprise for Non-Production Environment when Concurrent, Authorized, Infrequent, External, Employee User Conversion Entitlement Ratio is used.
- IBM Content Collector for Email, Files & Sharepoint for Non-Production Environment when Authorized, Infrequent, External, Employee User Conversion Entitlement Ratio is used.
- IBM Content Collector for SAP for Non-Production Environment when Authorized, Infrequent, External, Employee User Conversion Entitlement Ratio is used.
- IBM FileNet Content Manager Connector for Salesforce
- IBM Content Navigator (Component of IBM FileNet Content Manager) when the container is used
- IBM Datacap, All Components Except Rulerunner

Modifiable Third Party Code

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

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The Program includes components in source code form ("Source Components"), or other materials identified as Sample Materials or both. Licensee may copy and modify Source Components and Sample Materials for internal use only 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.

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

Authorized User

Authorized User is a unit of measure by which the Program can be licensed. An Authorized User is a unique person who is given access to the Program. The Program may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Program at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

Concurrent Connection

Concurrent Connection is a unit of measure by which the Program can be licensed. A Concurrent Connection is a simultaneous link or association of a database, application, server, or any other type of device which has been or is made available to the Program. Licensee must obtain entitlements for the total number of Concurrent Connections, which have been or are made to the Program.

Concurrent User

Concurrent User is a unit of measure by which the Program can be licensed. A Concurrent User is a person who is accessing the Program at any particular point in time. Regardless of whether the person is simultaneously accessing the Program multiple times, the person counts only as a single Concurrent User. The Program may be installed on any number of computers or servers, but Licensee must obtain entitlements for the maximum number of Concurrent Users simultaneously accessing the Program. Licensee must obtain an entitlement for each simultaneous Concurrent User accessing the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

Events Per Second (EPS)

100, 500, 1K, and 2.5K Events Per Second are units of measure by which the Program can be obtained. An event is a log event generated from a server, application or device that can be processed for a specific purpose. Sufficient entitlements must be obtained to cover the maximum number of Events Per Second to be collected and processed by the Program at any time.

Install

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

Process

Process is a unit of measure by which the Program can be licensed. A Process is an instance

of the Program being executed. Sufficient entitlements must be obtained to cover the total number of Processes executing at any point in time.

Virtual Processor Core

Virtual Processor Core is a unit of measure by which the Program can be licensed. A Physical Server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Physical Server. A Virtual Server is either a virtual computer created by partitioning the resources available to a Physical Server or an unpartitioned Physical Server. A Processor Core is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least one instruction control unit and one or more arithmetic or logic units. A Virtual Processor Core is a Processor Core in an unpartitioned Physical Server, or a virtual core assigned to a Virtual Server. Licensee must obtain entitlements for each Virtual Processor Core made available to the Program.

Licensee can deploy the Program (if supported) using full capacity licensing, sub-capacity licensing (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), or container licensing (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). See the linked websites for more information.

Virtual Server

Virtual Server is a unit of measure by which the Program can be licensed. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. A virtual server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server. Licensee must obtain Virtual Server entitlements for each virtual server made available to the Program, regardless of the number of processor cores in the virtual server or the number of copies of the Program on the virtual server.

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

Million Event

A Million Event is a unit of measure by which the Program can be licensed. A Million Event is a data event stored in a table generated from a server, application or device that can be processed for a specific purpose, rounded up to the nearest million. Sufficient entitlements must be obtained to cover the maximum number of Million Events to be collected and processed by the Program at any time.

Entitlement Values

IBM Automation Decision Services

- Conversion Entitlement Ratio: 1 VPC/ 4 VPCs
- Conversion Entitlement Ratio for Non-Production: 1 VPC/ 2 VPCs

Business Automation Application Engine (Component of the Program)

- Conversion Entitlement Ratio: 1 VPC/ 1 VPC

Business Automation Insights

- Conversion Entitlement Ratio: 1 VPC/ 1 VPC

IBM FileNet Content Manager

- Conversion Entitlement Ratio: 1 VPC/ 5 VPCs
- Conversion Entitlement Ratio for Non-Production Environment: 2 VPCs/ 5VPCs
- FileNet Content Manager Text Search using Elasticsearch or OpenSearch (Component of the Program), instead of Content Search Services:
 - Conversion Entitlement Ratio: 7 Events per Second/5 VPC
 - Conversion Entitlement Ratio for Non-Production Environment: 14 Events per Second/5 VPC
 - Events per Second equals documents indexed per second.
 - Use Limitation: IBM FileNet Content Manager may be used as storage without requiring additional entitlements for one or more of the following use cases:
 - (1) Storage of documents up to 30 days for use with Automation Document Processing
 - (2) Storage of persisted data (AbstractPersistable objects) for use with Business Automation Application Designer and Business Automation Application Engine
 - (3) Storage of data and documents for development use with Workflow Authoring (a component of IBM Business Automation Studio)
 - IBM Enterprise Records is a component of IBM FileNet Content Manager which, when deployed in conjunction with IBM FileNet Content Manager, requires an additional 25% of VPCs sized for IBM FileNet Content Manager (rounded up to whole numbers).

IBM Content Assistant Client Managed

- Conversion Entitlement Ratio: 112 Authorized Users / 1 VPC

IBM Business Automation Workflow Enterprise

- Conversion Entitlement Ratio: 1 VPC/ 5 VPCs
- Conversion Entitlement Ratio for Non-Production Environment: 2 VPCs/ 5 VPCs

IBM Automation Workstream Services

- Conversion Entitlement Ratio: 1 VPC/ 5 VPCs

IBM Operational Decision Manager Server

- Conversion Entitlement Ratio: 1 VPC/ 5 VPCs
- Conversion Entitlement Ratio for Non-Production Environment: 2 VPCs/ 5 VPCs

Automation Document Processing (Component of the Program)

- Conversion Entitlement Ratio: 1 VPC/ 1 VPC
- Conversion Entitlement Ratio for Non-Production Environment: 2 VPC/ 1 VPC

IBM Datacap

- Conversion Entitlement Ratio: 1 VPC/ 2 VPC
- Conversion Entitlement Ratio for Non-Production Environment: 1 VPC/ 1 VPC

IBM Content Collector for Email, Files & Sharepoint

- Conversion Entitlement Ratio: 1 VPC/ 3 VPCs
- Conversion Entitlement Ratio for Non-Production: 2 VPC/ 3 VPC

IBM Content Collector for SAP

- Conversion Entitlement Ratio: 1 VPC/ 3 VPCs
- Conversion Entitlement Ratio for Non-Production: 2 VPC/ 3 VPCs

IBM Robotic Process Automation Platform

- Conversion Entitlement Ratio: 1 Install/ 2 VPCs
- Licensee may convert 2 VPCs of the Program to use 1 Install of the listed program. Regardless of the number of entitlements obtained to the Program, Licensee is limited to a one-time conversion for a maximum of 1 Install of the listed program.
- With each Install of the listed program, Licensee is entitled to use 2 Robotic Process Automation Environments, 2 Attended Bot Agents, 1 Unattended Bot Agent, and unlimited Robotic Process Automation Studio.

IBM Robotic Process Automation Environment add-on

- Conversion Entitlement Ratio: 1 Virtual Server/ 1 VPC

IBM Robotic Process Automation Unattended Bot Agent add-on

- Conversion Entitlement Ratio: 1 Concurrent Connection/ 1 VPC

IBM Robotic Process Automation Attended Bot Agent add-on

- Conversion Entitlement Ratio: 5 Concurrent Connection/ 1 VPC

Process Mining Platform

- Conversion Entitlement Ratio: 1 Install/ 4 VPCs
- Licensee may convert 4 VPCs of the Program to use 1 Install of the listed program. Regardless of the number of entitlements obtained to the Program, Licensee is limited to a one-time conversion for a maximum of 1 Install of the listed program.
- With each Install of the listed program, Licensee is entitled to use 3 Process Mining Processes, 20 Million Events, 1 Analyst User, 3 Business Users, and 2 Task Mining Agents.

Process Mining Process add-on

- Conversion Entitlement Ratio: 3 Processes/ 1 VPC

Process Mining Events add-on

- Conversion Entitlement Ratio: 10 Million Events/ 1 VPC

Process Mining Analyst User add-on

- Conversion Entitlement Ratio: 4 Authorized User/ 1 VPC

Process Mining Business User add-on

- Conversion Entitlement Ratio: 17 Authorized User/ 1 VPC

Task Mining Agent add-on

- Conversion Entitlement Ratio: 17 Concurrent Connection/ 1 VPC

IBM Workflow Process Service - Single Process App (Component of the Program)

- Conversion Entitlement Ratio: 1 VPC/ 5 VPCs
- Conversion Entitlement Ratio for Non-Production Environment: 2 VPCs/ 5 VPCs
- If Licensee purchased VPC entitlements prior to June 30, 2024, Licensee may install and use the following Program components, under the license terms, but these components are not used to determine the number of entitlements required for the Program:
 - IBM Workflow Process Service when used in Non-Production
 - If Licensee purchased VPC entitlements prior to Mar 30, 2023, Licensee may continue to convert such VPC entitlements with the following ratio:
 - Conversion Entitlement Ratio: 1 VPC/ 1 VPC
 - Use Limitation: 1 TWX file (not including different versions of the same TWX file) per IBM Workflow Process Service instance

If the Client measures entitlement for IBM FileNet Content Manager, IBM Business Automation Workflow Enterprise, IBM Content Collector for Email, Files & Sharepoint, or IBM Content Collector for SAP from one of the User-Based ratios described in the IBM Cloud Pak for Business Automation and IBM Business Automation Workflow User-Based Restriction (herein after referred to as User Restriction Document) , then those programs must be measured in one of the User-Based ratios enterprise wide. Measuring by Users requires the Customer to sign and agree to the User Restriction Document.

If the Client has acquired the Program as a result of agreeing to the terms of the User Restriction Document, (the "Subscription License Upgrade Restriction"), then the Client must measure deployment on the user-based metrics defined in the User Restriction Document. No other metric shall be used for deployment measurement to this Program.

"Conversion Entitlement Ratio n/m" means that Licensee can convert some number ('n') entitlements of the indicated metric for the listed program for every specified number ('m') entitlements of the specified metric for the Program. Once converted, Licensee may only use such converted entitlements for the listed program. The specified conversion does not apply to any entitlements for the Program that are not of the required metric type.

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has IBM Software Subscription and Support (S&S) in effect for the Program. Red Hat Software Subscription entitlements do not include support of the Red Hat Products to run, deploy or otherwise support any software other than the Program, and Licensee acknowledges additional per unit fees at Red Hat standard rates will apply for any broader usage. Red Hat's standard Software Subscription support does not include Red Hat's remote access to Licensee's network and/or systems, but, if the parties mutually agree that remote access is needed for a support issue, such remote access is subject to the terms of the Remote Access Rider to the Red Hat agreement set forth at: <https://www.redhat.com/wapps/tnc/standalone/RemoteAccessRider> (Red Hat login required).

The Principal Program, when purchased from a hyperscaler marketplace is supported for deployment on the cloud service of the hyperscaler on which the purchase is made. For example, the license entitlements purchased from Amazon Web Services (AWS) marketplace are only supported for the deployment on AWS.

Red Hat OpenShift Container Platform

- Additional Entitlement Ratio: 3 VPC / 1 VPC

"Additional Entitlement Ratio n/m" means that Licensee receives some number ('n') entitlements of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'.

Use of Usage Metering Data

The Program enables use of a usage metering dashboard (the "Dashboard") that enables the display and monitoring of certain data and metrics regarding Licensee's deployment and usage of IBM and non-IBM software programs, as well as the computing environment on which they are deployed ("Usage Metering Data"). Usage of the Dashboard requires registration on either the Red Hat Marketplace or IBM Software Central. Licensee's usage of the Dashboard and IBM's use and sharing of Usage Metering Data are governed by the terms of the Service Description for the Red Hat Marketplace, Operated by IBM, available here: <https://www.ibm.com/support/customer/csol/terms?id=i126-8719>, and if Licensee enables or uses the Dashboard, Licensee agrees to those terms.

Infrequent User

Infrequent User is a unit of measure by which the Program can be licensed. Any Infrequent Users given access to the Program requires an entitlement. An Infrequent User is an Authorized User who accesses the Program not more than one hundred twenty (120) times in any consecutive 12 month period. A single access is comprised of one or more interactions between the Infrequent User and the Program or actions performed on behalf of the Infrequent User by the Program, all within a consecutive 15 minute period.

Licensee must track accesses by Infrequent Users to verify that they meet the access limitations of Infrequent Users. Licensee agrees to provide to IBM and its auditors details of the tracking mechanism described above, upon request.

Employee User

Employee User is a unit of measure by which the Program can be licensed. An Employee User is a unique person employed in Licensee's Enterprise, whether or not given access to the Program, or a unique person otherwise paid by or acting on behalf of Licensee's Enterprise who is given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Employee User is unique to that Employee User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person. Licensee must acquire sufficient employee user entitlements to cover all employees and any other unique persons paid by or acting on behalf of Licensee's Enterprise.

External User

External User is a unit of measure by which the Program can be licensed. An External User is a unique person, not employed in, paid by, or acting on behalf of Licensee's Enterprise, who is given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. A person who is employed in or paid by Licensee's Enterprise, but is not accessing the Program within the scope of that relationship may be an External User. An entitlement for an External User is unique to that External User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person.

Additional IBM DB2 Standard Edition Details

The Supporting Program may use a maximum of 16 processor cores and 128 GB of memory on each physical or virtual server; however, if the Supporting Program is used on a cluster of servers configured to work together using database partitioning or other permitted clustering technology, the Supporting Program may use a maximum of 16 processor cores and 128 GB of memory across all virtual or physical servers in that cluster.

IBM Storage Fusion

- Additional Flat Entitlement: 12 Terabytes (TB) max usable capacity per OpenShift cluster.

Use of IBM Storage Fusion is limited to Fusion Data Foundation in internal deployment mode only, and when in internal deployment mode, also excludes disaster recovery, backup components, data cataloging, and advanced encryption with KMS.

"Additional Flat Entitlement" means that regardless of the number of entitlements obtained to the Program, Licensee's use of the listed program is limited to the number of entitlement(s) listed.

Terabyte

Terabyte is a unit of measure by which the Program can be licensed. A Terabyte is 2 to the 40th power bytes. Licensee must obtain an entitlement for each Terabyte available to the Program.

Instead of the entitlements required for the Program directly, Licensee must obtain Terabyte entitlements for this Program sufficient to cover the Terabytes managed by the Program.

L/N: L-PXVP-93U8VP

D/N: L-PXVP-93U8VP

P/N: L-PXVP-93U8VP