

Published date : December 3, 2024

Online version : <https://www.ibm.com/terms/?id=L-WPVL-Z9BB49&lc=en>

IMPORTANT: READ CAREFULLY

Two license agreements are presented below.

1. IBM International License Agreement for Evaluation of Programs
2. IBM International Program License Agreement

If Licensee is obtaining the Program for purposes of productive use (other than evaluation, testing, trial "try or buy," or demonstration): By clicking on the "Accept" button below, Licensee accepts the IBM International Program License Agreement, without modification.

If Licensee is obtaining the Program for the purpose of evaluation, testing, trial "try or buy," or demonstration (collectively, an "Evaluation"): By clicking on the "Accept" button below, Licensee accepts both (i) the IBM International License Agreement for Evaluation of Programs (the "Evaluation License"), without modification; and (ii) the IBM International Program License Agreement (the "IPLA"), without modification.

The Evaluation License will apply during the term of Licensee's Evaluation.

The IPLA will automatically apply if Licensee elects to retain the Program after the Evaluation (or obtain additional copies of the Program for use after the Evaluation) by entering into a procurement agreement (e.g., the IBM International Passport Advantage or the IBM Passport Advantage Express agreements).

The Evaluation License and the IPLA are not in effect concurrently; neither modifies the other; and each is independent of the other.

The complete text of each of these two license agreements follow.

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 License Agreement for Evaluation of Programs (i125-5543-06) applies.

Program Name (Program Number):

IBM Security QRadar Suite Software - Disaster Recovery (Evaluation)

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

Evaluation Period

The evaluation period begins on the date that Licensee agrees to the terms of this Agreement and ends after 90 days.

Bundled Programs

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 Security QRadar SOAR
- IBM Security QRadar SOAR Breach Response Add-On
- IBM Security QRadar SOAR Team Management Add-On
- IBM Security QRadar SOAR MSSP Add-On
- IBM Security QRadar SOAR Actions Enterprise
- IBM Security QRadar SOAR App Host
- IBM Security QRadar SOAR Non-Production Add-On
- IBM Security QRadar Software
- IBM Security QRadar Capacity
- IBM Security QRadar Software Node
- IBM Security QRadar Network Insights Software
- IBM Security QRadar Data Store
- IBM Security QRadar Data Synchronization

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 Storage Fusion

Prohibited Components

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

QVM Processor 600
QRM Appliance 700

Compliance Management Programs

Licensee can use the Program to help Licensee meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by the Program does not constitute legal, accounting, or other professional advice, and Licensee is cautioned to obtain its own legal, accounting, or other expert counsel. Licensee is solely responsible for ensuring that Licensee and Licensee's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of this Program does not guarantee compliance with any law, regulation, standard or practice.

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.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" 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, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

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

(a) IBM provides it to Licensee WITHOUT WARRANTIES OF ANY KIND AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-

INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

(b) 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.

Program Keys

For Programs which require keys to operate, Licensee may not have more keys to the Program in Licensee's Enterprise than Licensee has entitlements.

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 Security QRadar Suite Software - Disaster Recovery (5900-AQF)

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

Bundled Programs

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 Security QRadar SOAR

IBM Security QRadar SOAR Breach Response Add-On

IBM Security QRadar SOAR Team Management Add-On

IBM Security QRadar SOAR MSSP Add-On

IBM Security QRadar SOAR Actions Enterprise

IBM Security QRadar SOAR App Host

IBM Security QRadar SOAR Non-Production Add-On

IBM Security QRadar Software

IBM Security QRadar Capacity

IBM Security QRadar Software Node

IBM Security QRadar Network Insights Software

IBM Security QRadar Data Store

IBM Security QRadar Data Synchronization

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 Storage Fusion

Prohibited Components

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

QVM Processor 600

QRM Appliance 700

Compliance Management Programs

Licensee can use the Program to help Licensee meet compliance obligations, which may be based on laws, regulations, standards or practices. Any directions, suggested usage, or guidance provided by the Program does not constitute legal, accounting, or other professional advice, and Licensee is cautioned to obtain its own legal, accounting, or other expert counsel. Licensee is solely responsible for ensuring that Licensee and Licensee's activities, applications and systems comply with all applicable laws, regulations, standards and practices. Use of this Program does not guarantee compliance with any law, regulation, standard or practice.

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.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" 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, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

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

- (a) IBM provides it to Licensee WITHOUT WARRANTIES OF ANY KIND AND DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- (b) 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.

Program Keys

For Programs which require keys to operate, Licensee may not have more keys to the Program in Licensee's Enterprise than Licensee has entitlements.

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.

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.

Flows Per Minute (FPM)

10K, 25K, 50K, and 100K Flows Per Minute are units of measure by which the Program can be obtained. A Flow is a record of communications between two hosts. All of the packets that contain the same source IP, destination IP, source port, destination port, and protocol are combined to become one Flow record. Sufficient entitlements must be obtained to cover the maximum number of Flows Per Minute at any time.

Resource Unit

Resource Unit is a unit of measure by which the Program can be licensed. Resource Unit is an independent measure of a resource managed by, processed by, or related to the use of the Program. Sufficient entitlements must be obtained to cover every resource managed by, processed by, or related to the use of the Program.

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

Enterprise Based Conversion Entitlement Details

QRadar EDR

- Conversion Entitlement Ratio: 1 MVS/ 12 RU

QRadar EDR Enterprise

- Conversion Entitlement Ratio: 1 MVS/ 16 RU

QRadar SOAR

- Conversion Entitlement Ratio: 1 MVS/ 5 RU

QRadar SOAR Breach Response - Add On

- Conversion Entitlement Ratio: 1 MVS/ 1 RU

QRadar SIEM

- Conversion Entitlement Ratio: 1 MVS/ 12 RU

QRadar NDR

- Conversion Entitlement Ratio: 1 MVS/ 7 RU

QRadar Data Store

- Conversion Entitlement Ratio: 1 MVS/ 2 RU

Usage Based Conversion Entitlement Details

QRadar EDR

- Conversion Entitlement Ratio: 5 EP/ 16 RU

QRadar EDR Enterprise

- Conversion Entitlement Ratio: 5 EP/ 22 RU

QRadar SOAR

- Conversion Entitlement Ratio: 1 AU/ 1,000 RU

QRadar SOAR Breach Response - Add On

- Conversion Entitlement Ratio: 1 AU/ 150 RU

QRadar SIEM

- Conversion Entitlement Ratio: 100 EPS/ 120 RU

QRadar NDR

- Conversion Entitlement Ratio: 10k FPM/ 300 RU

QRadar Data Store

- Conversion Entitlement Ratio: 1 AU/ 500 RU

"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.

QRadar SOAR includes the following IBM Security QRadar SOAR Platform, IBM Security QRadar SOAR MSSP, IBM Security QRadar SOAR Team Management, IBM Security QRadar SOAR Actions Enterprise, IBM Security SOAR App Host, Data Explorer, Threat Intelligence Insights and Threat Investigator.

QRadar SOAR entitlement applies to a single platform deployment, either on Open Virtual Appliance (OVA) or RedHat OpenShift, entitlement cannot be spread across both platforms.

QRadar SOAR entitlement is a pre-requisite for QRadar SOAR Breach Response - Add On.

QRadar SIEM includes the following Bundled Programs - IBM Security QRadar Software, IBM Security QRadar Event Capacity, IBM Security QRadar Data Store, IBM Security QRadar Software Node, IBM Security QRadar High Availability Software, IBM Security QRadar Data Synchronization, Data Explorer, Threat Intelligence Insights and Threat Investigator.

QRadar NDR includes the following Bundled Programs - IBM Security QRadar Software, IBM Security QRadar Flows Capacity, IBM Security QRadar Software Node, IBM Security QRadar Network Insights Software, IBM Security QRadar High Availability Software, IBM Security QRadar Data Synchronization, Data Explorer, Threat Intelligence Insights and Threat Investigator.

QRadar Data Store includes the following Bundled Programs - IBM Security QRadar Data Store, IBM Security QRadar Software Node, IBM Security QRadar High Availability Software, IBM Security QRadar Data Synchronization.

QRadar SIEM, QRadar NDR, QRadar SOAR, QRadar SOAR Breach Response stand alone entitlements cannot be used simultaneously with QRadar Suite entitlements.

Managed Virtual Server (Modified)

Managed Virtual Server (MVS) is a unit of measure by which the Program can be licensed. Licensee must obtain MVS entitlements for each physical or virtual server, managed directly or indirectly by the Program. 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 server. A virtual server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server.

MVS Model for EDR, EDR Enterprise, SOAR and SOAR Breach Response - Add On can only be used if you have QRadar SIEM licensed under the MVS metric.

MVS Model requires a minimum of 100 MVS.

When licensing under the MVS unit of measure, Licensee is not required to obtain entitlements to the Program for the following:

1. Network infrastructure (such as Switches, Routers, Audio-Visual (AV), File Integrity Monitoring (FIM), Proxies, Intrusion Prevention Systems (IPS), File Activity Monitoring (FAM), Data Loss Prevention (DLP), load balancers, firewalls)
2. Client Devices, a Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. Examples include, but are not limited to actuators, appliances, automated teller machines, automatic meter readers, cash registers, disk drives, desktop computers, kiosks, notebook computers, personal digital assistant, point-of-sale terminals, sensors, smart meters, tape drives, and technical workstations.

Endpoint

An Endpoint (EP) is any device, physical or virtual, that is managed by the Program (for example, laptops, workstations, servers, mobile devices and virtual machines).

Usage Based EDR and EDR Enterprise with Endpoint metric requires a minimum of 100 Endpoints.

Usage Based SOAR, SOAR Breach Response - Add On and Data Store with Authorized User (AU) metric requires a minimum of 2 AU.

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.

Supporting Programs

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.

Red Hat Products

Red Hat Products listed below include software, maintenance and support in the form of Red Hat Software Subscriptions governed by a separate Red Hat Enterprise Agreement set forth at <https://www.redhat.com/en/about/agreements> (or if applicable, a negotiated version of such agreement between Licensee and Red Hat). Under this License Information, Licensee acquires Red Hat Software Subscription entitlements for the listed Red Hat Products in the quantities and/or ratios set out below in this LI. The Red Hat Software Subscription entitlements are applicable and valid only to the extent the Red Hat Products are used in support of the Program, and only while Licensee 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).

Red Hat Product:

Additional Entitlement Ratio: Cores/ RU

Red Hat Enterprise Linux (limited to use with Red Hat Openshift Container Platform)

- Entitlement Value(s):

85 Cores of Red Hat Enterprise Linux if Licensee obtains 0-20,000 RU entitlement(s) of the Program

135 Cores of Red Hat Enterprise Linux if Licensee obtains 20,001-100,000 RU entitlement(s) of the Program

235 Cores of Red Hat Enterprise Linux if Licensee obtains 100,001 or more RU entitlement(s) of the Program

Red Hat OpenShift Container Platform

- Entitlement Value(s):

85 Cores of Red Hat OpenShift Container Platform if Licensee obtains 0-20,000 RU entitlement(s) of the Program

135 Cores of Red Hat OpenShift Container Platform if Licensee obtains 20,001-100,000 RU entitlement(s) of the Program

235 Cores of Red Hat OpenShift Container Platform if Licensee obtains 100,001 or more RU entitlement(s) of the Program

"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'.

Restrictions on Use

Licensee's use of the Program is limited to being used as a "hot" backup as defined in the Backup Policy referred to in Section 11 Compliance Verification of the IPLA. Such use does not include any use that is independent from the backup of the primary copy of the Program.

L/N: L-WPVL-Z9BB49

D/N: L-WPVL-Z9BB49

P/N: L-WPVL-Z9BB49