

IBM Cloud Pak for Applications Standard 5.3 Update

Published date : June 17, 2025

Online version : <https://www.ibm.com/terms/?id=L-DKPT-XTGT7Z&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 Applications Standard 5.3 Update (5737-L09)

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 WebSphere Application Server

IBM WebSphere Application Server Liberty Core

IBM WebSphere Application Server Network Deployment

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 Mono2Micro

IBM Transformation Advisor

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 Mono2Micro

IBM Transformation Advisor

IBM WebSphere Application Server Migration Toolkit

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.

Privacy

Licensee acknowledges and agrees that IBM may use cookie and tracking technologies to collect personal information in gathering product usage statistics and information designed to help improve user experience and/or to tailor interactions with users in

accordance with the IBM Online Privacy Policy, available at <http://www.ibm.com/privacy/>.

Source Components and Sample Materials

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.

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

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.

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

Listed Program Entitlement Conversion Options:

1. IBM WebSphere Application Server (Includes Liberty Base)
 - Conversion Entitlement Ratio: 4 VPCs / 1 VPC
2. IBM WebSphere Application Server Liberty Core
 - Conversion Entitlement Ratio: 8 VPCs / 1 VPC
3. IBM WebSphere Application Server Network Deployment (Includes Liberty Network Deployment)

- Conversion Entitlement Ratio: 1 VPC / 1 VPC

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. Red Hat Software Products require IBM Software Support (S&S) in effect for the Program unless the Licensee attains Red Hat Software Subscription with direct support from Red Hat. 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).

1. Red Hat OpenShift Premium Software Subscription

- Conversion Entitlement Ratio: 1 VPCs / 1 VPCs

2. Red Hat Runtimes Premium Software Subscription

- Conversion Entitlement Ratio: 1 VPCs / 1 VPCs

3. Red Hat OpenShift Premium Software Subscription and Red Hat Runtimes Premium Software Subscription

- Conversion Entitlement Ratio: 1 VPCs / 1 VPCs

4. Red Hat OpenShift Premium Software Subscription and IBM WebSphere Application Server

- Conversion Entitlement Ratio: 1 VPCs / 1 VPC

5. Red Hat OpenShift Premium Software Subscription and Red Hat Runtimes Premium Software Subscription

- Conversion Entitlement Ratio: 1 VPCs / 1 VPCs

"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.

The license to modernization tools included with this IBM Cloud Pak (namely IBM Cloud Transformation Advisor, IBM Mono2Micro and IBM WebSphere Application Server Migration Toolkit) is restricted for use in facilitating the modernization, migration or transformation of workloads for use by this IBM Cloud Pak.

Additional content statement

The Program allows Licensee to access and download additional IBM and non-IBM software. Entitlement to additional software is obtained separately from the Program and will have separate terms. Licensee agrees that those terms may be presented only in

English.

L/N: L-DKPT-XTGT7Z

D/N: L-DKPT-XTGT7Z

P/N: L-DKPT-XTGT7Z