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Program Name (Program Number):

IBM Cloud Pak for Data Enterprise Edition V5.3 (Evaluation)

IBM Cloud Pak for Data Enterprise Edition Non-Production V5.3 (Evaluation)

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Evaluation Period

The evaluation period begins on the date that Licensee agrees to the terms of this Agreement and ends after 60 days.

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Supporting Programs:

IBM DataStage Enterprise Cartridge

MANTA Automated Data Lineage for IBM Cloud Pak for Data

IBM Cognos Analytics User Cartridge

IBM Cognos Analytics Viewer Cartridge

IBM Fusion

IBM Software Hub

Permitted Components

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

Embedded scanning functionality (of MANTA Automated Data Lineage for IBM Cloud Pak for Data)

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Program Name (Program Number):

IBM Cloud Pak for Data Enterprise Edition V5.3 (5737-H76)

IBM Cloud Pak for Data Enterprise Edition Non-Production V5.3 (5737-H76)

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

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.

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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.

Common database management UI
Db2 Data Management Console
IBM Cloud Pak Foundational Services
- Business Teams Service
- Certificate Management
- Events Operator
- Flink
- Identity Management
- Installer
- Integrated UI
- License Service
- License Service Reporter
- OpenSearch
- Usage Metering Service
IBM Software Hub

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General Purpose Graphics Processing Unit (GPGPU) is a unit of measure by which the Program can be licensed. A GPGPU is a separately installable or identifiable component that is designed for and limited to workload-specific computation and is used as an application-specific accelerator in support of the computer's central processing units.

Licensee must obtain an entitlement for each GPGPU that is managed or used by 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.

1. This Program includes the following software which may not be used for Evil purposes.
- json.jar
2. This Program includes IBM Db2 Warehouse, which is subject to the following terms unless IBM Db2 Warehouse is used as part of Licensee's internal development and test environment for internal non-production activities:

Licensee may only use Db2 Warehouse for a data warehouse and run a data warehouse workload. Licensee must have user data from a single database spread across two or more active data partitions or at least 75% of the user data residing in column-organized tables with a majority of the workload accessing the column-organized tables. For the purposes of this section, user data residing in Staging Tables is excluded from the calculation of the percentage of user data residing in column-organized tables. "Staging Tables" means tables used for the sole purpose of staging and pre-processing for the purpose of holding, transforming and then loading into user accessed tables, and that are not available for OLTP or other applications to perform read or write transactions against except for the purpose of staging the data as described above.

High Availability/Failover Configurations

The following describes Licensee's license entitlement requirements for secondary or standby servers used for high availability/failover configurations in support of primary servers on which the Program is installed. The following entitlement requirements are cumulative and are in addition to the entitlements required for the primary servers:

- If the Program is operational on the secondary/standby server(s) to service user transactions or queries ("Hot Standby"), the same charge metric applies as for the primary servers. If the Programs container software is pulled (/installed) on the standby server and not initialized or running ("Cold Standby"), there is no charge.
- If the Program is installed and running on the standby but is used exclusively for administrative actions (e.g., backup, restore, security admin, monitoring) rather than transactions or queries ("Idle/Warm Standby"), the Program must be licensed for 1 Virtual Processor Core (VPC) for the secondary/standby server (or a cluster working together for Idle/Warm Standby).

3. 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).

If Licensee's Program entitlement is designated "Reserved", the below entitlements to the Red Hat Products are not included and do not apply.

Red Hat Product:

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'.

4. Program Details:

Watson Machine Learning

- Conversion Entitlement Ratio: 1 GPGPU/ 1 VPC

Watson OpenScale

- Conversion Entitlement Ratio: 1 GPGPU/ 1 VPC

Watson Studio

- Conversion Entitlement Ratio: 1 GPGPU/ 1 VPC

"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.

IBM Fusion

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

"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 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.

5. 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.

6. Anaconda Packages and Distribution

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7. "Knowledge Accelerator Vocabulary" refers to all business term vocabularies and reference data sets provided with the Program, including but not limited to the business core vocabulary, industry alignment vocabulary, business scopes, and business performance indicators for cross-industry and for healthcare, financial services, insurance, and energy and utilities industries.

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Client is required to protect the specific design content and derived benefits of the Knowledge Accelerator Vocabulary from disclosure to any party other than Client's authorized users during the term of Client's license to the Program and for a period of five years following its termination or expiry.

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- IBM has no responsibility for the results of Client's use of and modification to the Knowledge Accelerator Vocabulary and IBM warranties will not apply.
- IBM has no responsibility to maintain or provide support for the modified Knowledge

Accelerator Vocabulary.

8. Use of IBM DataStage Enterprise Cartridge is limited to use in support of IBM Knowledge Catalog for creating, managing, and running data quality rules.

9. Use of IBM Homomorphic Encryption Layers (HELayers) is limited to use in support of Watson Machine Learning's Federated Learning component for aggregation of encrypted models.

10. Use of IBM Cognos Analytics User Cartridge and IBM Cognos Analytics Viewer Cartridge is limited to use in support of Cognos Dashboards.

Usage details:

IBM Cognos Analytics User Cartridge

- Use Metric: Authorized User
- Entitlement: 5

IBM Cognos Analytics Viewer Cartridge

- Use Metric: Authorized User
- Entitlement: 20

11. IBM Data Gate for z/OS

If the IBM Data Gate for z/OS component of the Program is used to replicate data into an IBM Db2 instance that qualifies as a Warm standby by the terms of the applicable Db2 license, then each such instance of IBM Data Gate for z/OS must be licensed for 1 Virtual Processor Core (VPC).

12. Use of IBM 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.

13. Licensee may not use the Watson Studio or Watson Machine Learning or related data science capabilities of the Program to access foundation models in IBM watsonx.ai.

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