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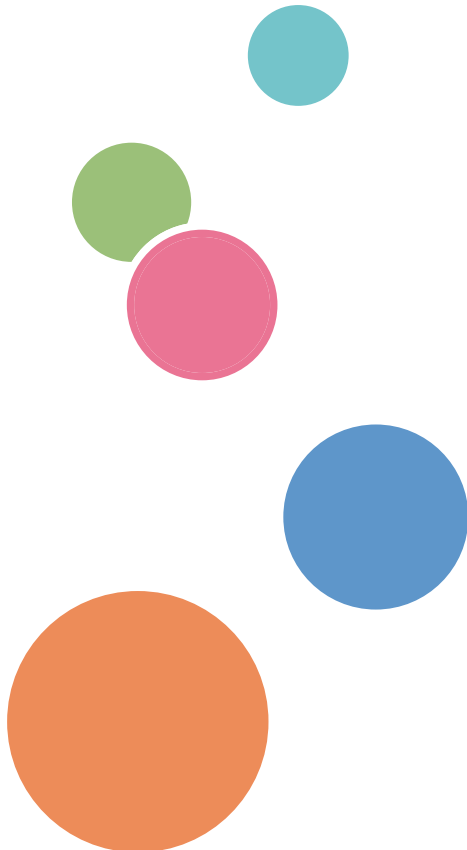
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For information not in this manual, refer to the Help System in your product.



1. LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the International Program License Agreement (IPLA).

Program name: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Program number: 5648-F35 (AIX) and 5648-F36 (Windows)

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The following are Excluded Components:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries

- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Separately Licensed Code

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Future Program updates or fixpacks may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in another NON_RPPS_LICENSE file that accompanies the Program update or fixpack. You acknowledge that You have read and agree to the license agreements contained in the NON_RPPS_LICENSE file(s). If You do not agree to the terms of these third party license agreements, You may not use the Separately Licensed Code.

For Programs acquired under the International Program License Agreement ("IPLA") and You are the original licensee of the Program, if You do not agree with the third party license agreements, You may return the Program in accordance with the terms of, and within the specified time frames stated in, the "Money-back Guarantee" section of the RPPS IPLA Agreement.

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- (c) RPPS is not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Separately Licensed Code; and
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Notwithstanding these exclusions, in Germany and Austria, RPPS' warranty and liability for the Separately Licensed Code is governed only by the respective terms applicable for Germany and Austria in RPPS license agreements.

Note: RPPS may provide limited support for some Separately Licensed Code. If such support is available, the details and any additional terms related to such support will be set forth in the License Information document.

The following are Separately Licensed Code:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions

-
- Monotype Imaging Fonts

Specified Operating Environment

The Program's specifications and specified operating environment information may be found in documentation accompanying the Program, if available, such as a read-me file, or other information published by RPPS, such as an announcement letter. You agree that such documentation and other Program content may be supplied only in the English language.

Production and Non-Production License Terms

STANDARD LICENSE FOR PRODUCTION USE

A production environment is an installation that is available for final products to be created on the system. Production environments drive printers and/or are doing productive work in the creation and management of data for end user consumption. Licensed usage is limited to loading on a single server and for the functionality allowed by the Program feature(s) acquired.

RESTRICTED LICENSE FOR NON-PRODUCTION USE

A non-production environment is an installation that is available when the primary production environment fails, such as a disaster recovery environment. RPPS provides a restricted license which covers the following categories of backup/failover/recovery installation:

- Backup
In this environment, the Program is installed on a backup server but is not running, and customers are NOT required to purchase additional restricted or production licenses.
- Standby
In this environment, a copy of the Program is maintained on a separate server at all times. These systems are configured for disaster recovery purposes. If the primary instance of the Program fails, the standby instance is activated to act as the new primary instance, and customers are NOT required to purchase additional restricted or production licenses.
- Failover
In this environment, the Program is configured in a cluster and one instance of the Program acts as the primary instance. If the primary instance fails, one of the other instances in the cluster acts as the primary instance. Customers are required to purchase a production license for the primary instance and a restricted license for each secondary instance that is installed and running. Usage for such restricted license is limited to a single secondary instance.
- Development
In this environment, the Program is installed and running, but it is used to develop other applications, customizations, and processes that interact with it; no final products are created on the system. Any person doing development work using the software must be licensed. Customers are required to purchase a restricted license and usage is limited to non-production development work on a single server.
- Test/Staging
In this environment, the Program is installed and running and is used by customers and/or RPPS representatives to verify that new or customized code runs properly. This can be staged on separate servers or on the same servers used to run a development or production environment. Customers are required to purchase a restricted license and usage is limited to testing/staging work on a single server. However, if the testing/staging is performed on the same server hardware that is used for a

production or development environment, and the appropriate license has already been purchased, no additional licenses are required for the test/staging environment.

The above RESTRICTED LICENSE FOR NON-PRODUCTION USE terms apply to the following features and their associated maintenance when they are purchased and installed with the Program.

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Unless Restricted License for Non-production Use features and associated terms apply, the Program and all other features are licensed under the above STANDARD LICENSE FOR PRODUCTION USE.

Program Unique Terms

Adobe considerations

The Program licensed hereunder contains PostScript software, digitally-encoded machine readable outline data ("Font Programs) encoded in the special format and in the encrypted form ("Coded Font Programs") provided by Adobe Systems, Inc., a California corporation ("Adobe") and may contain other software provided by Adobe. PostScript software, Font Programs, Coded Font Programs, as well as any other software provided by Adobe (hereinafter collectively referred to as "Adobe Provided Materials") that may be in the Program, are licensed to you under the IPLA.

You are hereby notified that Adobe is a third-party beneficiary to the IPLA for this Program and that Adobe may enforce the IPLA in relation to Adobe Provided Materials. You are licensed to use the Program to reproduce weights, styles, and versions of letters, numerals, characters and symbols only with output devices that are certified by Adobe as working with the Program. All output devices that RPPS announces in its worldwide product announcements as output devices that may work with the Program are certified by Adobe as working with the Program.

You are licensed to use trademarks used in the Program to identify the Coded Font Programs provided by Adobe and Typefaces produced therefrom ("Trademarks"). Trademarks, if used by you, shall be used in accordance with accepted trademark practice including identification of the trademark owner's name.

The Trademarks can only be used to identify printed output produced by the Coded Font Programs. The Trademarks are the property of the Trademark owners identified within the Program.

SafeNet code

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2. LICENČNÍ INFORMACE

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Název programu: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Číslo programu: 5648-F35 (AIX) and 5648-F36 (Windows)

Oprávnění k užívání na domácím/přenosném počítači: Tento program nesmíte kopírovat a používat na jiném počítači bez zaplacení dodatečných licenčních poplatků.

Práva na omezené užívání jiných programů RPPS

Jestliže jste tento program zakoupili jako součást jiného programu RPPS ("základní program, který tento program uvádí v oddílu "Jiné programy RPPS"), získali jste tento program pouze pro účely podpory základního programu a Vaše práva na užívání tohoto programu jsou omezena licencí na základní program. Jestliže si chcete zakoupit samostatnou licenci na tento program, která není omezena licenčními podmínkami na základní program, obraťte se na obchodního zástupce RPPS.

Komponenty vyjmuté ze záruky

Ustanovení tohoto odstavce se neaplikují v míře, v níž jsou považována za neplatná nebo nevymahatelná na základě právních předpisů, jimiž se řídí tato licence. Komponenty uvedené níže jsou "komponenty vyjmuté ze záruky". Bez ohledu na kterékoliv z podmínek uvedených ve smlouvě anebo v jiné smlouvě, kterou můžete mít uzavřenu s RPPS, platí:

- (a) dodavatelé, kteří jsou třetími stranami, poskytují takové komponenty vyjmuté ze záruky ("dodavatelé") BEZ ZÁRUK JAKÉHOKOLIV DRUHU a tito dodavatelé VYLUČUJÍ VEŠKERÉ A VŠECHNY VYJÁDŘENÉ A ODVOZENÉ ZÁRUKY A PODMÍNKY VČETNĚ, BEZ OMEZENÍ, ZÁRUKY PRÁVNÍHO NÁROKU, ZÁRUKY NEPORUŠENÍ PRÁV TŘETÍCH STRAN NEBO NEZASAHOVÁNÍ A ODVOZENÝCH ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO URČITÝ ÚČEL, POKUD JDE O KOMPONENTY VYJMUTÉ ZE ZÁRUKY;
- (b) dodavatelé nejsou za žádných okolností odpovědní za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody, ani za škody spojené s trestným činem nebo za následné škody včetně, bez omezení ztráty dat, ztráty úspor, ušlého zisku v souvislosti s komponentami vyjmutými ze záruky; a
- (c) RPPS a dodavatelé nejsou vůči Vám odpovědní, ani Vás nebudou hájit a neodškodní Vás v souvislosti se žádnými nároky na náhradu škody vztahujícími se ke komponentám vyjmutým ze záruky.

Bez ohledu na tato vyloučení se záruka a odpovědnost RPPS za komponenty vyjmuté ze záruky řídí na území Německa a Rakouska pouze příslušnými podmínkami platnými pro Německo a Rakousko v licenčních smlouvách RPPS.

Poznámky a důležité informace, které je Vám RPPS povinna poskytnout s ohledem na komponenty vyjmuté ze záruky, včetně pokynů pro získání zdrojového kódu pro určité komponenty vyjmuté ze záruky, jsou k dispozici v souboru(ech) NOTICES připojeném(ých) k programu.

Na Vaše užívání komponent vyjmutých ze záruky se vztahují podmínky smlouvy, a nikoli podmínky uvedené v souboru(ech) NOTICES. Podmínky uvedené ve smlouvě RPPS pocházejí od RPPS, a nikoli od jiné strany. Budoucí aktualizace programu nebo sady oprav k programu mohou obsahovat dodatečné komponenty vyjmuté ze záruky. Takové dodatečné komponenty vyjmuté ze záruky a související poznámky a informace, pokud existují, budou uvedeny v jiném souboru NOTICES, který bude připojen k aktualizaci nebo sadě oprav k programu.

Níže jsou uvedeny komponenty vyjmuté ze záruky:

- Apache Derby

- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Samostatně licencovaný kód

Ustanovení tohoto odstavce se neaplikují v míře, v níž jsou na základě právních předpisů, jež upravují tuto licenci, neplatná nebo nevymahatelná. Každá z níže uvedených komponent se považuje za "samostatně licencovaný kód". Samostatně licencovaný kód RPPS je Vám licencován na základě podmínek příslušné licenční smlouvy od třetí strany, jak je uvedeno v souboru(ech) NON_RPPS_LICENSE připojeném(ých) k programu. Bez ohledu na jakékoli podmínky v této smlouvě nebo v jakékoli jiné smlouvě, kterou můžete mít uzavřenu se společností RPPS, se Vaše užívání veškerého samostatně licencovaného kódu řídí takovou licenční smlouvou(ami) od třetích stran, pokud níže není uvedeno jinak.

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Poznámka: Bez ohledu na jakékoli podmínky v licenční smlouvě třetí strany nebo v jakékoli jiné smlouvě, kterou můžete mít uzavřenu se společností RPPS:

- (a) RPPS Vám poskytuje samostatně licencovaný kód BEZ ZÁRUK JAKÉHOKOLI DRUHU;
- (b) RPPS VYLUČUJE S OHLEDEM NA SAMOSTATNĚ LICENCOVANÝ KÓD VEŠKERÉ A VŠECHNY ZÁRUKY A PODMÍNKY VYJÁDRĚNÉ VÝSLOVNĚ NEBO VYPLÝVAJÍCÍ Z OKOLNOSTÍ VČETNĚ, A TO ZEJMÉNA, ZÁRUKY PRÁVNÍHO NÁROKU, NEPORUŠENÍ PRÁV TŘETÍCH STRAN, NEZASAHOVÁNÍ A ZÁRUK A PODMÍNEK PRODEJNOSTI A VHODNOSTI PRO URČITÝ ÚČEL, VYPLÝVAJÍCÍCH Z OKOLNOSTÍ.
- (c) RPPS není vůči Vám odpovědná a nebude Vás hájit, ani Vás neodškodní a nezbaví odpovědnosti v souvislosti s žádnými nároky vzniklými na základě nebo ve spojení se samostatně licencovaným kódem; a
- (d) RPPS neodpovídá za žádné přímé, nepřímé, nahodilé, zvláštní, exemplární škody, ani za škody související s trestným činem nebo za následné škody včetně, a to zejména, ztráty dat, ztráty úspor a ušlého zisku, pokud jde o samostatně licencovaný kód.

Bez ohledu na tato vyloučení se v Německu a Rakousku řídí záruka a odpovědnost společnosti RPPS za samostatně licencovaný kód výhradně příslušnými podmínkami licenčních smluv společnosti RPPS vztahujícími se na Německo a Rakousko.

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Níže je uveden samostatně licencovaný kód:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Určené provozní prostředí

Specifikace programu a informace o určeném operačním prostředí, jsou-li dostupné, jsou k dispozici v dokumentaci připojené k programu ve formě souboru Readme nebo v jiných informacích zveřejněných společností RPPS, tedy například v nabídce. Vyjadřujete svůj souhlas s tím, že tato dokumentace a další informace týkající se programu mohou být uvedeny pouze v angličtině.

Podmínky výrobní a nevýrobní licence

STANDARDNÍ LICENCE PRO VÝROBNÍ POUŽITÍ

Výrobní prostředí představuje instalaci, jež je k dispozici pro konečné produkty, které budou v systému vytvořeny. Výrobní prostředí řídí tiskárny anebo provádí produktivní práci při vytváření a správě dat pro potřeby koncového uživatele. Licenční použití je omezeno na zavedení na jednom serveru a pro funkčnost, kterou umožňuje/umožňují získaná/získané funkce programu.

OMEZENÁ LICENCE PRO NEVÝROBNÍ POUŽITÍ

Nevýrobní prostředí představuje instalaci, jež je k dispozici v případě selhání primárního výrobního prostředí, například v prostředí obnovy po havárii. Společnost RPPS poskytuje omezenou licenci, která se vztahuje na následující kategorie instalací zálohování / převzetí služeb při selhání / obnovy:

- Zálohování
V tomto prostředí je program nainstalován na záložní server, ale není spuštěn, a zákazníci si NEMUSÍ kupovat další omezené nebo výrobní licence.
- Pohotovost
V tomto prostředí je kopie programu spravována vždy na samostatném serveru. Tyto systémy jsou nakonfigurované pro účely obnovy po havárii. Pokud primární instance programu selže, aktivuje se pohotovostní instance, která pak funguje jako nová primární instance, a zákazníci si NEMUSÍ kupovat další omezené nebo výrobní licence.
- Převzetí služeb při selhání
V tomto prostředí je program nakonfigurovaný v clusteru a jedna instance programu funguje jako primární instance. Pokud primární instance selže, začne jako primární instance fungovat jedna z dalších instancí v clusteru. Zákazníci si musí koupit výrobní licenci pro primární instanci a omezenou licenci pro každou další sekundární instanci, která je nainstalovaná a spuštěná. Použití těchto omezených licencí je omezeno na jednu sekundární instanci.
- Vývoj
V tomto prostředí je program nainstalovaný a spuštěný, ale používá se k vývoji dalších aplikací, přízpůsobení a procesům, které s ním souvisí. V systému se nevytváří žádné konečné produkty. Všechny osoby, která provádějí vývojové práce pomocí softwaru, musí mít udělenou licenci. Zákazníci si musí koupit omezenou licenci a použití je omezeno na nevýrobní vývojové práce na jednom serveru.
- Testování/fázování

V tomto prostředí je program nainstalovaný a spuštěný a zákazníci anebo zástupci společnosti RPPS jej používají k ověření, zda nový nebo přizpůsobený kód pracuje správně. Může pracovat na samostatných serverech nebo na stejných serverech, které jsou používány ke spuštění vývojového nebo výrobního prostředí. Zákazníci si musí koupit omezenou licenci a použití je omezeno na testovací/fázovací práce na jednom serveru. Je-li však testování/fázování prováděno na stejném serverovém hardwaru, který se používá pro výrobní nebo vývojové prostředí, a byla již zakoupena příslušná licence, není pro testovací/fázovací prostředí nutná žádná další licence.

Výše uvedené podmínky OMEZENÁ LICENCE PRO NEVÝROBNÍ POUŽITÍ platí pro následující funkce a s nimi související správu, pokud byly zakoupeny a nainstalovány s programem:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Neplatí-li funkce omezené licence pro nevýrobní použití a související podmínky, je licence k programu a všechny ostatní funkce poskytována podle výše uvedené STANDARDNÍ LICENCE PRO VÝROBNÍ POUŽITÍ.

Podmínky specifické pro program

POKYNY TÝKAJÍCÍ SE ADOBE

Program licencovaný na základě tohoto dokumentu obsahuje software PostScript, digitálně kódovaná strojově čitelná data ("programy typu Font Program") kódovaná ve zvláštním formátu a v zašifrované formě ("programy typu Coded Font Program"), poskytovaný společností Adobe Systems, Inc. v Kalifornii ("Adobe") a může obsahovat i další software poskytovaný společností Adobe. Software PostScript, programy typu "Font Program", programy typu "Coded Font Program" a rovněž další software dodávaný společností Adobe (dále souhrnně nazývaný jako "materiály dodávané společností Adobe"), které mohou být součástí programu, jsou licencovány na základě smlouvy IPLA.

Tímto se Vám oznamuje, že společnost Adobe je třetí stranou ke smlouvě IPLA pro tento program a že společnost Adobe může vymáhat smlouvu IPLA ve vztahu k materiálům dodávaným společností Adobe.

Jste licencováni k užívání programu k reprodukování váhy, stylů a verzí písmen, číslic, znaků a symbolů výhradně s výstupními zařízeními, která jsou společností Adobe certifikována jako zařízení spolupracující s programem. Všechna výstupní zařízení, která RPPS ohlásí ve svých celosvětových ohlášeních produktů jako výstupní zařízení, která mohou spolupracovat s programem, jsou certifikována společností Adobe jako zařízení spolupracující s programem.

Jste licencováni k užívání ochranných známek užitých v programu k identifikaci programů typu "Coded Font Program" dodávaných společností Adobe a typů písma z nich vytvořených ("ochranné známky"). Jestliže použijete ochranné známky, musíte je používat v souladu se schválenými postupy pro používání ochranných známek, včetně identifikace jména vlastníka ochranné známky. Ochranné známky smí být užívány pouze k identifikaci tištěného výstupu produkovaného programem typu "Coded Font Program". Ochranné známky jsou vlastnictvím vlastníků ochranných známek, kteří jsou identifikováni v rámci programu.

Kód společnosti SafeNet

Část o správě licencí v této Žádosti držitele licence vychází z jednoho nebo více následujících autorských práv:

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3. LIZENZINFORMATION

Für die Lizenzierung der nachfolgend aufgelisteten Programme gelten zusätzlich zu den Bedingungen der Internationalen Nutzungsbedingungen für Programmpakete (IPLA) die folgenden Vertragsbedingungen.

Programmname: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Programmnummer: 5648-F35 (AIX) and 5648-F36 (Windows)

Berechtigung zur Nutzung auf Heimcomputer/tragbarem Computer: Sie dürfen dieses Programm nicht kopieren und auf einem anderen Computer verwenden, ohne zusätzliche Lizenzgebühren zu zahlen.

Eingeschränkte Nutzungsrechte für andere RPPS Programme

Haben Sie dieses Programm als Teil eines anderen RPPS Programms ("Hauptprogramm") bezogen und ist dieses Programm dort unter "Andere RPPS Programme" aufgelistet, so dient dieses Programm nur zur Unterstützung des Hauptprogramms, und Ihre Rechte zur Nutzung des Programms werden durch die Lizenz des Hauptprogramms eingeschränkt. Wenn Sie eine separate Lizenz für dieses Programm erwerben möchten, die nicht durch die Lizenz des Hauptprogramms eingeschränkt wird, wenden Sie sich bitte an Ihren RPPS Vertriebsbeauftragten.

Ausgeschlossene Komponenten

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen der Gesetzgebung, der diese Lizenz unterliegt, als ungültig oder nicht durchsetzbar erachtet werden. Die Komponenten in der folgenden Liste sind "Ausgeschlossene Komponenten". Ungeachtet der Bedingungen in der Vereinbarung oder einer anderen Vereinbarung zwischen Ihnen und RPPS gilt Folgendes:

- (a) Die Dritthersteller der ausgeschlossenen Komponenten (auch "Lieferanten" genannt) übernehmen keine Gewährleistung für die bereitgestellten Komponenten, einschließlich der Gewährleistung für Rechtsmängel, für die Handelsüblichkeit, die Verwendungsfähigkeit für einen bestimmten Zweck und die Freiheit der Rechte Dritter;
- (b) die Lieferanten haften in keinem Fall für unmittelbare, mittelbare oder sonstige Folgeschäden (einschließlich, aber nicht begrenzt auf Datenverlust, entgangene Gewinne und entgangene Einsparungen) hinsichtlich der ausgeschlossenen Komponenten; und
- (c) RPPS und die Lieferanten übernehmen keine Verpflichtung, Sie für irgendwelche Schäden hinsichtlich der ausgeschlossenen Komponenten schadlos zu halten.

Ungeachtet der genannten Ausschlüsse unterliegen die Gewährleistung und Haftung von RPPS für die ausgeschlossenen Komponenten in Deutschland und Österreich ausschließlich den Bedingungen, die in den RPPS Lizenzvereinbarungen explizit für Deutschland und Österreich angegeben sind.

Hinweise und wichtige Informationen, die RPPS Ihnen für die ausgeschlossenen Komponenten zur Verfügung stellen muss (einschließlich Anweisungen zum Erhalt des Quellcodes für bestimmte ausgeschlossene Komponenten), befinden sich in den NOTICES-Dateien, die dem Programm beige packt sind.

Ihre Nutzung der ausgeschlossenen Komponenten unterliegt den Bedingungen der Vereinbarung und nicht den Bedingungen in den NOTICES-Dateien. Die Bedingungen der Vereinbarung werden nur von RPPS und sonst von keiner anderen Partei angeboten. Zukünftige Programmupdates oder Fixpacks können weitere ausgeschlossene Komponenten enthalten, die zusammen mit zugehörigen Hinweisen und Informationen ebenfalls in einer Datei namens NOTICES aufgeführt sind, die dem Programmupdate oder Fixpack beige packt ist.

Die ausgeschlossenen Komponenten sind:

- Apache Derby

- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Separat lizenzierter Code

Die Bedingungen dieses Abschnitts kommen nicht zur Anwendung, wenn sie im Rahmen der Gesetzgebung, der diese Lizenz unterliegt, als ungültig oder nicht durchsetzbar erachtet werden. Jede Komponente in der folgenden Liste wird als "Separat lizenzierter Code" eingestuft. RPPS stellt Ihnen diesen Code unter Lizenz auf der Basis der Bedingungen der geltenden Lizenzvereinbarung(en) der Dritthersteller in den NON_RPPS_LICENSE-Dateien zur Verfügung, die dem Programm beigelegt sind. Ungeachtet der Bedingungen in der Vereinbarung oder einer anderen Vereinbarung zwischen Ihnen und RPPS unterliegt Ihre Nutzung des gesamten separat lizenzierten Codes den Bedingungen der Lizenzvereinbarungen der Dritthersteller, sofern kein anderer Hinweis erfolgt.

Zukünftige Programmupdates oder Fixpacks können zusätzlich weiteren separat lizenzierten Code enthalten, der zusammen mit den zugehörigen Lizenzen ebenfalls in einer NON_RPPS_LICENSE-Datei aufgeführt ist, die dem Programmupdate oder Fixpack beigelegt ist. Sie müssen bestätigen, dass Sie die Lizenzvereinbarungen in den NON_RPPS_LICENSE-Dateien gelesen und akzeptiert haben. Wenn Sie die Bedingungen dieser Lizenzvereinbarungen der Dritthersteller nicht akzeptieren, dürfen Sie den separat lizenzierten Code nicht nutzen.

Für Programme, die Sie unter den Internationalen Nutzungsbedingungen für Programmpakete (IPLA) oder den Internationalen Nutzungsbedingungen für Programme ohne Gewährleistung (ILAN) erworben haben, gilt Folgendes: Wenn Sie der Originallizenznehmer des Programms sind und die Lizenzvereinbarungen der Dritthersteller nicht akzeptieren, können Sie in Übereinstimmung mit den Bedingungen im Abschnitt über die "Geld-zurück-Garantie" in der IPLA- oder ILAN-Vereinbarung von RPPS und unter Einhaltung des dort angegebenen Zeitrahmens das Programm zurückgeben.

Hinweis: Ungeachtet der Bedingungen in der Lizenzvereinbarung des Drittherstellers, der Vereinbarung oder einer anderen Vereinbarung zwischen Ihnen und RPPS gilt Folgendes:

- (a) RPPS stellt den separat lizenzierten Code ohne jede Gewährleistung zur Verfügung;
- (b) RPPS übernimmt keine Gewährleistung, einschließlich einer Gewährleistung für Rechtsmängel, für die Freiheit der Rechte Dritter, die Handelsüblichkeit und die Verwendungsfähigkeit für einen bestimmten Zweck, hinsichtlich des separat lizenzierten Codes;
- (c) RPPS übernimmt keine Verpflichtung, Sie für irgendwelche Schäden hinsichtlich des separat lizenzierten Codes schadlos zu halten; und
- (d) RPPS haftet nicht für unmittelbare, mittelbare oder sonstige Folgeschäden (einschließlich, aber nicht begrenzt auf Datenverlust, entgangene Gewinne und entgangene Einsparungen) hinsichtlich des separat lizenzierten Codes.

Ungeachtet der genannten Ausschlüsse unterliegen die Gewährleistung und Haftung von RPPS für den separat lizenzierten Code in Deutschland und Österreich ausschließlich den Bedingungen, die in den RPPS Lizenzvereinbarungen explizit für Deutschland und Österreich angegeben sind.

Hinweis: RPPS stellt möglicherweise eingeschränkte Unterstützung für Teile des separat lizenzierten Codes zur Verfügung. Wenn Unterstützung angeboten wird, sind Einzelheiten und eventuell geltende zusätzliche Bedingungen in der Lizenzinformation zu finden.

Separat lizenzierte Code:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Spezifizierte Einsatzbedingungen

Die Programmspezifikationen und die Angaben zu den spezifizierten Einsatzbedingungen befinden sich in der mit dem Programm gelieferten Dokumentation (sofern verfügbar), wie z. B. in einer Readme-Datei, oder in anderen, von RPPS veröffentlichten Informationen, wie z. B. in einer Vertriebsfreigabe. Sie sind damit einverstanden, dass Dokumentationen dieser Art und andere Programminhalte nur in englischer Sprache zur Verfügung gestellt werden.

Lizenzbedingungen für Produktionsumgebungen und Nicht-Produktionsumgebungen

STANDARDLIZENZ FÜR DIE VERWENDUNG IN DER PRODUKTION

Bei einer Produktionsumgebung handelt es sich um eine Installation, die zur Herstellung von Endprodukten im System dient. In Produktionsumgebungen werden Drucker betrieben und/oder produktive Arbeiten in Form der Erstellung und Verwaltung von Daten für den Gebrauch durch Endbenutzer ausgeführt. Gemäß Lizenz ist der Gebrauch dieses Programms auf die Installation auf einem einzigen Server begrenzt; es dürfen nur die erworbenen Programmfunktionen genutzt werden.

EINGESCHRÄNKTE LIZENZ FÜR DIE VERWENDUNG IN NICHT-PRODUKTIONSUMGEBUNGEN

Bei einer Nicht-Produktionsumgebung handelt es sich um eine Installation, die für den Fall zur Verfügung steht, dass die primäre Produktionsumgebung ausfällt; ein Beispiel hierfür wäre eine Umgebung für die Notfallwiederherstellung. RPPS gewährt Ihnen eine eingeschränkte Lizenz, die folgende Kategorien von Installationen für Sicherungs-/Failover-/Wiederherstellungszwecke abdeckt:

- **Sicherung**
In dieser Umgebung ist das Programm auf einem Sicherungsserver installiert, wird jedoch nicht ausgeführt, und die Kunden müssen KEINE weiteren eingeschränkten Lizenzen oder Lizenzen für Produktionsumgebungen erwerben.
- **Standby**
In dieser Umgebung wird eine Kopie des Programms dauerhaft auf einem separaten Server unterhalten. Die Systeme sind für Zwecke der Notfallwiederherstellung konfiguriert. Wenn die primäre Instanz des Programms ausfällt, wird die Standby-Instanz aktiviert und dient als neue primäre Instanz; in diesem Fall müssen die Kunden KEINE weiteren eingeschränkten Lizenzen oder Lizenzen für Produktionsumgebungen erwerben.
- **Failover**
In dieser Umgebung ist das Programm in einem Cluster konfiguriert, und eine Instanz des Programms dient als primäre Instanz. Wenn die primäre Instanz ausfällt, wird eine der anderen Instanzen im Cluster als primäre Instanz eingesetzt. Die Kunden müssen in diesem Fall für die primäre Instanz eine Lizenz für Produktionsumgebungen erwerben; für jede sekundäre Instanz, auf der das Programm ausgeführt wird, ist eine eingeschränkte Lizenz erforderlich. Diese eingeschränkten Lizenzen gelten nur für jeweils eine sekundäre Instanz.
- **Entwicklung**

In dieser Umgebung ist das Programm installiert und wird ausgeführt, wird jedoch nur zur Entwicklung anderer Anwendungen, Anpassungen und damit zusammenhängender Prozesse eingesetzt und nicht für die Erstellung von Endprodukten im System. Alle Personen, die die Software für Entwicklungszwecke verwenden, müssen über eine Lizenz verfügen. Die Kunden müssen eine eingeschränkte Lizenz erwerben, und das Programm darf nur auf einem einzigen Server in einer Nicht-Produktionsumgebung verwendet werden.

- Tests/Staging

In dieser Umgebung ist das Programm installiert und wird ausgeführt; Kunden und/oder Mitarbeiter von RPPS verwenden das Programm, um zu überprüfen, ob neuer oder benutzerdefinierter Code richtig funktioniert. Dies kann auf separaten Servern stattfinden oder auf den Servern, die zum Betreiben einer Entwicklungs- oder Produktionsumgebung genutzt werden. Die Kunden müssen eine eingeschränkte Lizenz erwerben, und das Programm darf nur auf einem einzigen Server in einer Test-/Staging-Umgebung verwendet werden. Wenn jedoch die Tests/das Staging auf der Serverhardware ausgeführt werden, die auch für eine Produktions- oder Entwicklungsumgebung zum Einsatz kommt, und die entsprechende Lizenz bereits vorliegt, sind für die Test-/Staging-Umgebung keine zusätzlichen Lizenzen erforderlich.

Die oben genannten Bedingungen der EINGESCHRÄNKTEN LIZENZ FÜR DIE VERWENDUNG IN NICHT-PRODUKTIONSUMGEBUNGEN gelten für die folgenden Funktionen und die damit verbundenen Verwaltungsaufgaben, wenn sie zusammen mit dem Programm erworben und installiert werden:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Sofern die Voraussetzungen für eine eingeschränkte Lizenz für die Verwendung in Nicht-Produktionsumgebungen nicht gegeben sind, gelten für das Programm und die damit verbundenen Funktionen die Bedingungen der STANDARDLIZENZ FÜR DIE VERWENDUNG IN DER PRODUKTION.

Programmspezifische Bedingungen

HINWEISE ZU ADOBE

Das auf der Basis dieser Vereinbarung lizenzierte Programm enthält PostScript-Software und digital codierte, maschinenlesbare Outlinedaten ("Font-Programme"), die in einem speziellen Format codiert und in verschlüsselter Form ("Coded Font-Programme") von Adobe Systems, Inc., einem in Kalifornien ansässigen Unternehmen ("Adobe"), bereitgestellt werden. Es kann ferner weitere, von Adobe bereitgestellte Software enthalten. PostScript-Software, Font-Programme, Coded-Font-Programme sowie jegliche andere, von Adobe bereitgestellte Software (die in diesem Dokument in ihrer Gesamtheit als "von Adobe bereitgestelltes Material" bezeichnet werden), die eventuell in dem Programm enthalten sind, werden auf der Basis der IPLA lizenziert.

Sie werden hiermit darüber informiert, dass Adobe als Dritthersteller für dieses Programm Begünstigter der IPLA ist und dass Adobe seine Ansprüche aus den IPLA in Bezug auf das von Adobe bereitgestellte Material rechtlich geltend machen kann. Ihre Lizenz zur Nutzung des Programms umfasst das Recht, Schriftstärken, Stile und Versionen von Buchstaben, Numeralen, Zeichen und Symbolen nur auf Ausgabeinheiten zu reproduzieren, die von Adobe für den Einsatz in Verbindung mit dem Programm zertifiziert sind. Alle Ausgabeinheiten, die von RPPS in ihren weltweiten Produktankündigungen als geeignete Ausgabeinheiten für das Programm angegeben werden, sind von Adobe entsprechend zertifiziert.

Ihre Lizenz beinhaltet das Recht, die in dem Programm verwendeten Marken zur Kennzeichnung der von Adobe bereitgestellten Coded Font-Programme und der daraus hergestellten Schriftbilder ("Marken") zu verwenden. Falls Sie Marken verwenden, müssen diese in Übereinstimmung mit den geltenden Verfahrensregeln für Marken einschließlich Angabe des Markeninhabers benutzt werden. Die Marken können nur zur Kennzeichnung der von den Coded Font-Programmen erzeugten Druckausgaben verwendet werden. Die Marken sind Eigentum der in dem Programm angegebenen Markeninhaber.

SafeNet-Code

Der Lizenzmanagementanteil dieser Lizenznehmeranwendung basiert auf einem oder mehreren der folgenden Urheberrechte:

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4. INFORMACIÓN SOBRE LICENCIA

Los Programas listados a continuación se licencian bajo los términos y condiciones siguientes, además de los términos y condiciones correspondientes al Acuerdo Internacional de Programas bajo Licencia (IPLA) .

Nombre del Programa: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Número de referencia del Programa: 5648-F35 (AIX) and 5648-F36 (Windows)

Autorización para el Uso en Sistemas Domésticos/Portátiles: El Cliente no puede copiar ni utilizar este Programa en otro sistema sin efectuar los pagos de licencia adicional.

Derechos de Uso limitado para Otros Programas RPPS

Si el Cliente ha adquirido este Programa como parte de otro Programa RPPS ("Programa Principal"), en la licencia del Programa Principal se enumerará este Programa bajo el apartado "Otros Programas RPPS". En dicho caso, el Cliente recibirá este Programa sólo para dar soporte al Programa Principal y los derechos para el uso de este Programa estarán limitados por la licencia del Programa Principal. Póngase en contacto con su Representante de Ventas de RPPS si desea adquirir una licencia separada de este Programa que no esté limitada por los términos de licencia del Programa Principal.

Componentes Excluidos

- (a) los proveedores de dichos Componentes Excluidos ("Proveedores") proporcionan los componentes SIN GARANTÍA NI NINGÚN TIPO y, dichos Proveedores NO OTORGAN NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUIDA, PERO SIN LIMITARSE A, LA GARANTÍA DE TITULARIDAD, DE NO INCUMPLIMIENTO O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA, CON RESPECTO A LOS COMPONENTES EXCLUIDOS.
- (b) en ningún caso los Proveedores serán responsables de los daños directos, indirectos, incidentales, especiales, ejemplares, punitivos o consecuenciales, incluidos pero sin limitarse a los daños por pérdida de datos, pérdida de ahorros y de beneficios, con respecto a los Componentes Excluidos; y
- (c) RPPS y los Proveedores no serán responsables ante el Cliente, y no defenderán, ni mantendrán indemne o fuera de toda responsabilidad al Cliente de cualquier reclamación que surja de los Componentes Excluidos o este relacionada con éstos.

Independientemente de estas exclusiones, en Alemania y Austria, la obligación y garantías por parte de RPPS de los Componentes Excluidos se rige sólo por los términos correspondientes a Alemania y Austria en los acuerdos de licencia de RPPS.

Los avisos y la información importante que RPPS tenga que proporcionar al Cliente referente a los Componentes Excluidos, incluidas las instrucciones sobre cómo obtener código fuente para determinados Componentes Excluidos, se podrá encontrar en los archivos NOTICES que acompañan al Programa.

El uso por parte del Cliente de los Componentes Excluidos se rige por los términos del Acuerdo y no por los términos que se indiquen en el archivo NOTICES, proporcionados por RPPS, y no un tercero. Las futuras actualizaciones o fixpacks del Programa podrán contener Componentes Excluidos. Tales Componentes Excluidos adicionales y la correspondiente información y avisos, si hubiere, se listarán en otro archivo NOTICES que acompaña a la actualización o fixpack del Programa.

Los siguientes son Componentes Excluidos:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries

- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Código con Licencia Separada

Las estipulaciones que se establecen en este párrafo no se aplicarán cuando no sean válidas o no se pueden hacer cumplir de acuerdo con la ley que rige esta licencia. Cada uno de los componentes que se enumeran a continuación se considerará "Código Licenciado por Separado". Se concede la licencia del Código Licenciado por Separado de RPPS al Cliente de acuerdo con los términos que se establecen en el correspondiente acuerdo de licencia de otros proveedores en el archivo NON_RPPS_LICENSE que acompaña al Programa. Independientemente de los términos del Acuerdo o de cualquier otro acuerdo que el Cliente pudiera tener con RPPS, los términos de dichos acuerdos de licencia de otros proveedores rigen el uso por parte del Cliente de todo el Código Licenciado por Separado, excepto que se especifique de otro modo a continuación.

Las futuras actualizaciones o fixpacks del Programa puede que contengan otros componentes de Código Licenciado por Separado. Dicho Código Licenciado por Separado adicional y sus correspondientes licencias se listarán en otro archivo NON_RPPS_LICENSE que acompaña a la actualización o fixpack del Programa. El Cliente reconoce que ha leído y acepta los acuerdos de licencia que se incluyen en los archivos NON_RPPS_LICENSE. Si el Cliente no acepta los términos de estos acuerdos de licencia de otros proveedores, el Cliente no puede utilizar el Código Licenciado por Separado.

En cuanto a los Programas adquiridos de acuerdo con el IPLA (Acuerdo Internacional de Programas bajo Licencia) y siempre que el Cliente sea el licenciatario original del Programa, si el Cliente no acepta los acuerdos de licencia de otros proveedores, el Cliente puede devolver el Programa de acuerdo con los términos del apartado "Garantía de devolución" del Acuerdo de RPPS IPLA, y en el periodo de tiempo establecido.

Nota: Independientemente de los términos del acuerdo de licencia de otro proveedor, del Acuerdo o de cualquier otro acuerdo que el Cliente pudiera tener con RPPS:

- (a) RPPS proporciona este Código Licenciado por Separado al Cliente SIN GARANTÍA DE NINGÚN TIPO;
- (b) RPPS NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITA E IMPLÍCITA INCLUYENDO, PERO SIN LIMITARSE A, LA GARANTÍA DE TITULARIDAD, DE NO INCUMPLIMIENTO O INTERFERENCIA Y LAS GARANTÍAS Y CONDICIONES IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UNA FINALIDAD DETERMINADA;
- (c) RPPS no será responsable ante el Cliente, y no defenderán, ni mantendrán indemne o fuera de toda responsabilidad al Cliente de cualquier reclamación que surja del Código Licenciado por Separado o este relacionada con éste;
- (d) RPPS no será responsable de ningún daño directo, indirecto, incidental, especial, ejemplar, punitivo o consecuencial incluida, pero sin limitarse a los mismos, la pérdida de datos, de ahorros y de beneficios, con respecto al Código Licenciado por Separado.

Independientemente de estas exclusiones, en Alemania y Austria, la obligación y garantías por parte de RPPS del Código Licenciado por Separado se rige sólo por los términos correspondientes a Alemania y Austria en los acuerdos de licencia de RPPS.

Nota: es posible que RPPS proporcione soporte limitado para parte del Código Licenciado por Separado. Si dicho soporte está disponible, los detalles y los términos relacionados con dicho soporte se establecerán en el documento de Información sobre Licencia.

A continuación se enumera Código Licenciado por Separado:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Entorno Operativo Especificado

La información de las especificaciones y el entorno operativo especificado del Programa puede encontrarse en un documento que acompaña el Programa, si está disponible, como por ejemplo, un archivo readme, u otra información publicada por RPPS como, por ejemplo, una carta de anuncio. El Cliente acepta que dicha documentación y otros contenidos del Programa puede que sólo se suministren en inglés.

Términos de licencia de producción y de no producción

LICENCIA ESTÁNDAR PARA USO PRODUCTIVO

Un entorno productivo es una instalación disponible para que los productos finales se creen en el sistema. Los entornos productivos controlan las impresoras y/o realizan trabajo productivo en la creación y administración de datos para consumo del usuario final. El uso bajo licencia está limitado a la carga en un único servidor y para la funcionalidad permitida por la función o funciones del Programa adquiridas.

LICENCIA RESTRINGIDA PARA USO NO PRODUCTIVO

Un entorno no productivo es una instalación que está disponible cuando el entorno productivo principal falla, por ejemplo, un entorno de recuperación ante desastres. RPPS proporciona una licencia restringida que cubre las siguientes categorías de copia de seguridad/recuperación de fallos/instalación de recuperación:

- Copia de seguridad
En este entorno, el Programa se instala en un servidor secundario pero no se ejecuta y los usuarios NO tienen que comprar licencias restringidas o de producción adicionales.
- Modo de espera
En este entorno, se mantiene una copia del Programa en un servidor por separado en todo momento. Estos sistemas se configuran por motivos de recuperación ante desastres. Si la copia principal del Programa falla, la copia que se encuentra en modo de espera se activa para actuar como la principal y los usuarios NO tienen que adquirir licencias restringidas o de producción adicionales.
- Recuperación de fallos
En este entorno, el Programa se configura en un clúster y una copia del Programa actúa como la principal. Si la copia principal falla, una de las otras copias del clúster actúa como la principal. Los usuarios deben adquirir una licencia de producción para la copia principal y una licencia restringida para cada copia secundaria que se instale y se ejecute. El uso de tales licencias restringidas se limita a una única copia secundaria.
- Desarrollo
En este entorno, el Programa está instalado y se ejecuta, pero se utiliza para desarrollar otras aplicaciones, personalizaciones y procesos que interactúan con ella; no se crean productos finales en el sistema. Cualquier persona que realice trabajos de desarrollo con el software deberá tener una

licencia. Los clientes deben adquirir una licencia restringida y el uso se limita a trabajos de desarrollo no productivo en un único servidor.

- Prueba/Pre-producción

En este entorno, el Programa está instalado y se ejecuta y lo utilizan clientes y/o representantes de RPPS para verificar que el código nuevo o personalizado se ejecuta correctamente. Esto puede realizarse en servidores separados o en los mismos servidores utilizados para llevar a cabo un entorno de desarrollo o productivo. Los clientes deben adquirir una licencia restringida y el uso se limita a trabajos de prueba/pre-producción en un único servidor. No obstante, si las pruebas/pre-producción se realizan en el hardware del mismo servidor que se utiliza para un entorno productivo o de desarrollo y se han adquirido las licencias adecuadas, no se requieren licencias adicionales para el entorno de prueba/pre-producción.

Los anteriores términos de la LICENCIA RESTRINGIDA PARA USO NO PRODUCTIVO se aplican a las siguientes funciones y al mantenimiento asociado cuando se adquieren y se instalan con el Programa:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

A menos que se apliquen los términos asociados y las funciones de una Licencia restringida para uso no productivo, el Programa y el resto de funciones se licencian bajo la anterior LICENCIA ESTÁNDAR PARA USO PRODUCTIVO.

Términos Exclusivos del Programa

CONSIDERACIONES DE ADOBE

La licencia del Programa regulada en este documento contiene software en formato PostScript, datos descriptivos legibles por máquina y codificados digitalmente ("Programas de Tipos de Letra) en formato especial y en formato encriptado ("Programas de Tipos de Letra Cifrados") proporcionados por Adobe Systems, Inc., una empresa de California ("Adobe"), y puede contener otro software proporcionado por Adobe. Las licencia del software en formato PostScript, los Programas de Tipos de Letra, los Programas

de Tipos de Letra Codificados, así como de cualquier otro software proporcionado al Cliente por Adobe (de ahora en adelante, denominado globalmente como "Materiales Proporcionados por Adobe") que podrían incluirse en el Programa, se otorgan al Cliente de acuerdo con el IPLA.

Por el presente documento, se notifica al Cliente que Adobe es un beneficiario tercero del IPLA para este Programa y que Adobe podría aplicar el IPLA en relación con los Materiales Proporcionados por Adobe. La licencia autoriza al Cliente para utilizar el Programa para reproducir pesos, estilos y versiones de letras, números y símbolos sólo con los dispositivos de salida que Adobe haya certificado que funcionan con el Programa. Todos los dispositivos de salida, que RPPS menciona en sus anuncios de productos a nivel mundial como dispositivos de salida, que pueden funcionar correctamente con el Programa, poseen la certificación de Adobe de que funcionan con el Programa.

La licencia autoriza al Cliente para utilizar marcas registradas utilizadas en el Programa para identificar los Programas de Tipos de Letra Codificados proporcionados por Adobe Tipos de Letra producidos a partir de los mismos ("Marcas Registradas"). Las Marcas Registradas, en el supuesto de que las utilizara el Cliente, deberán utilizarse de acuerdo con las prácticas de marca registrada aceptadas, incluida la identificación del nombre del propietario de la marca registrada. Las Marcas Registradas sólo pueden utilizarse para identificar impresiones producidas por los Programas de Tipos de Letra Codificados. Las Marcas Registradas son propiedad de los propietarios de las Marca Registradas identificadas en el Programa.

Código SafeNet

La parte de la gestión de licencia de esta aplicación de licenciataria se basa en uno o más de los copyrights siguientes:

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Sentinel ® Caffé (TM)
Copyright 2008-2009 SafeNet, Inc.
Reservados todos los derechos.

Sentinel ® EMS
Copyright 2008-2009 SafeNet, Inc.
Reservados todos los derechos.

5. INFORMATIONS SUR LA LICENCE

Les Logiciels spécifiés ci-dessous sont concédés sous licence dont les dispositions suivantes s'ajoutent à celles des Conditions Internationales d'Utilisation de Logiciels RPPS (« International Program License Agreement » ou « IPLA »).

Nom du Logiciel : InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Référence Logiciel : 5648-F35 (AIX) and 5648-F36 (Windows)

Autorisation d'utilisation sur un ordinateur familial ou portable autre que la machine principale : Vous n'êtes pas autorisé à copier ni à utiliser le Logiciel sur une autre machine sans Vous acquitter de droits d'utilisation supplémentaires.

Droits d'utilisation restreinte des Autres Logiciels RPPS

Si Vous avez acquis une licence de ce Logiciel dans le cadre d'un autre Logiciel RPPS (le "Logiciel Principal") qui répertorie ce Logiciel dans la section "Autres Logiciels RPPS", Vous avez reçu ce Logiciel uniquement en support du Logiciel Principal et Vos droits d'utilisation de ce Logiciel sont limités par la licence du Logiciel Principal. Veuillez prendre contact avec Votre ingénieur commercial RPPS si Vous souhaitez acquérir une licence distincte de ce Logiciel non limitée par les dispositions de licence du Logiciel Principal.

Composants Exclus

Les dispositions du présent paragraphe s'appliquent, sauf si elles sont considérées comme non valables ou inapplicables dans le cadre de la loi en vigueur régissant la présente licence. Les composants répertoriés ci-dessous sont des "Composants Exclus". Sauf disposition contraire énoncée dans le Contrat ou dans tout autre contrat conclu entre Vous et RPPS :

- (a) les fournisseurs tiers des Composants Exclus (les "Fournisseurs") fournissent ces composants SANS AUCUNE GARANTIE D'AUCUNE SORTE et ces Fournisseurs NE FOURNISSENT AUCUNE GARANTIE EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ EN CE QUI CONCERNE LES COMPOSANTS EXCLUS ;
- (b) les Fournisseurs ne pourront en aucun cas être tenus responsables pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, à titre d'exemple, à caractère répressif (notamment perte de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage lié aux Composants Exclus ; et
- (c) RPPS et les Fournisseurs ne pourront être tenus responsables envers Vous ni ne Vous indemniseront pour toute réclamation relative aux Composants Exclus.

Nonobstant ces exclusions, en Allemagne et en Autriche, la garantie et la responsabilité d'RPPS en ce qui concerne les Composants Exclus sont régies uniquement par les dispositions respectives applicables à l'Allemagne et à l'Autriche dans les contrats de licence RPPS.

Les avertissements et les informations importantes qu'RPPS est tenue de Vous communiquer concernant les Composants Exclus, y compris les instructions relatives à l'obtention du Code Source de certains Composants Exclus, figurent dans le fichier NOTICES joint au Logiciel.

Votre utilisation des Composants Exclus est régie par les dispositions du Contrat et non par celles du fichier NOTICES. Les dispositions contenues dans le Contrat sont présentées par RPPS et par aucune autre partie. Les mises à jour ou correctifs ultérieurs du Logiciel pourront contenir des Composants Exclus supplémentaires. Ces Composants Exclus supplémentaires, ainsi que les avertissements et les informations y afférent, le cas échéant, seront répertoriés dans un autre fichier NOTICES joint à la mise à jour ou au correctif du Logiciel.

Les composants suivants sont les Composants Exclus :

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Code sous Licence Distincte

Les dispositions du présent paragraphe s'appliquent, sauf si elles sont considérées comme non valables ou inapplicables dans le cadre de la loi en vigueur régissant la présente licence. Chacun des composants répertoriés ci-dessous doit être considéré comme du "Code sous Licence Distincte". Le Code sous Licence Distincte Vous est concédé sous licence par RPPS dans le cadre des dispositions du contrat de licence tiers applicable indiqué dans le(s) fichier(s) NON_RPPS_LICENSE joint(s) au Logiciel. Sauf disposition contraire énoncée dans le Contrat ou dans tout autre contrat conclu entre Vous et RPPS, les dispositions de ce contrat de licence tiers régissent Votre utilisation de l'intégralité du Code sous Licence Distincte, sauf indication contraire ci-après.

Les mises à jour ou correctifs ultérieurs du Logiciel pourront contenir du Code sous Licence Distincte supplémentaire. Ce Code sous Licence Distincte supplémentaire et les licences correspondantes seront répertoriés dans un autre fichier NON_RPPS_LICENSE joint à la mise à jour ou au correctif du Logiciel. Vous reconnaissez avoir lu le(s) fichier(s) NON_RPPS_LICENSE et Vous acceptez les dispositions de licence y figurant. Si Vous n'acceptez pas les dispositions des contrats de licence tiers, Vous n'êtes pas autorisé à utiliser le Code sous Licence Distincte.

Pour les Logiciels dont la licence a été acquise dans le cadre des Conditions Internationales d'Utilisation de Logiciels RPPS, si Vous êtes le détenteur initial de la licence et que Vous n'acceptez pas les dispositions des contrats de licence tiers, Vous êtes autorisé à renvoyer le Logiciel conformément aux dispositions énoncées dans la clause "Garantie satisfait ou remboursé" du Contrat RPPS et ce, durant la période qui y est spécifiée.

Remarque : Sauf disposition contraire énoncée dans le contrat de licence tiers, dans le Contrat ou dans tout autre contrat conclu entre Vous et RPPS :

- (a) RPPS Vous fournit ce Code sous Licence Distincte SANS GARANTIE D'AUCUNE SORTE ;
- (b) RPPS NE FOURNIT AUCUNE GARANTIE EXPLICITE OU IMPLICITE, Y COMPRIS, ET DE FAÇON NON LIMITATIVE, EN MATIÈRE DE DROIT DE PROPRIÉTÉ, AUCUNE GARANTIE DE NON-CONTREFAÇON OU DE NON-INTERFÉRENCE, ET AUCUNE GARANTIE OU CONDITION IMPLICITE D'APTITUDE À L'EXÉCUTION D'UN TRAVAIL DONNÉ EN CE QUI CONCERNE LE CODE SOUS LICENCE DISTINCTE ;
- (c) RPPS ne pourra être tenue responsable envers Vous ni ne Vous indemniser pour toute réclamation relative au Code sous Licence Distincte ; et
- (d) RPPS ne pourra être tenue responsable pour toute demande d'indemnisation ou pour tout dommage direct et indirect, accessoire, particulier, exemplaire, consécutif (notamment perte de bénéfices, de revenus, d'économies escomptées, d'activité commerciale) ou tout autre dommage lié au Code sous Licence Distincte.

Nonobstant ces exclusions, en Allemagne et en Autriche, la garantie et la responsabilité d'RPPS en ce qui concerne le Code sous Licence Distincte sont régies uniquement par les dispositions respectives applicables à l'Allemagne et à l'Autriche dans les contrats de licence RPPS.

Remarque : RPPS peut fournir un support limité pour certains composants du Code sous Licence Distincte. Si ce support est disponible, les détails et les éventuelles dispositions supplémentaires y afférents seront énoncés dans le document Informations sur la Licence.

Les composants suivants sont du Code sous Licence Distincte :

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Environnement Opérationnel Spécifié

Les spécifications du Logiciel et les informations relatives à l'Environnement Opérationnel Spécifié se trouvent dans la documentation fournie avec le Logiciel, le cas échéant, par exemple, un fichier "README" ou dans tout autre document d'information, tel qu'une lettre d'annonce. Vous reconnaissez que ladite documentation et que le contenu d'autres Logiciels puissent n'être rédigés qu'en anglais.

Modalités de licence pour un usage en environnement de production et non productif

LICENCE STANDARD POUR UN USAGE EN ENVIRONNEMENT DE PRODUCTION

Un environnement de production est une installation dont l'objectif est la création de produits finaux. Les environnements de production utilisent des imprimantes et/ou effectuent des travaux de production en vue de la création et de la gestion de données pour des utilisateurs finaux. Selon les modalités de la licence, le chargement est limité à un seul serveur ; l'utilisation est limitée aux fonctionnalités autorisées par la version du Programme acheté.

LICENCE LIMITEE POUR UN USAGE EN ENVIRONNEMENT NON PRODUCTIF

Un environnement non productif est une installation utilisée en cas de défaillance de l'environnement de production principal (un environnement de reprise sur sinistre, par exemple). RPPS fournit une licence limitée qui couvre les catégories d'installation de sauvegarde/basculement/reprise suivantes :

- Sauvegarde
Dans cet environnement, le Programme est installé sur un serveur de sauvegarde mais il n'est pas exécuté. Les clients ne sont PAS tenus d'acheter des licences de production ou des licences limitées supplémentaires.
- Secours
Dans cet environnement, une copie du Programme est constamment maintenue sur un serveur distinct. Ces systèmes sont configurés à des fins de reprise sur sinistre. Si l'instance principale du Programme échoue, l'instance de secours est activée pour agir en tant qu'instance principale. Les clients ne sont PAS tenus d'acheter des licences de production ou des licences limitées supplémentaires.
- Basculement
Dans cet environnement, le Programme est configuré dans une grappe ; une instance du Programme agit en tant qu'instance principale. Lorsque l'instance principale échoue, une des autres instances de la grappe agit en tant qu'instance principale. Les clients sont tenus d'acheter une licence de production pour l'instance principale et une licence limitée pour chaque instance secondaire installée et exécutée. Chaque licence limitée couvre une seule instance secondaire.
- Développement

Dans cet environnement, le Programme est installé et exécuté, mais il est utilisé pour développer d'autres applications, personnalisations et processus qui interagissent avec lui. Aucun produit final n'est créé sur le système. Toute personne effectuant des travaux de développement à l'aide du logiciel doit détenir une licence. Les clients sont tenus d'acquérir une licence limitée. L'utilisation est exclusivement limitée aux travaux de développement non productifs sur un seul serveur.

- **Test/vérification**

Dans cet environnement, le Programme est installé, exécuté et utilisé par des clients et/ou par des représentants d'RPPS afin de vérifier que le nouveau code ou le code personnalisé fonctionne correctement. Ceci peut être effectué sur des serveurs distincts ou sur les serveurs utilisés pour exécuter un environnement de développement ou de production. Les clients sont tenus d'acquérir une licence limitée. L'utilisation est exclusivement limitée aux travaux de test/vérification sur un seul serveur. Toutefois, si le test/la vérification est effectué(e) sur le serveur utilisé pour exécuter un environnement de production ou de développement, et que la licence appropriée a déjà été acquise, aucune licence supplémentaire n'est nécessaire pour l'environnement de test/vérification.

Les termes de la LICENCE LIMITEE POUR UN USAGE EN ENVIRONNEMENT NON PRODUCTIF ci-dessus s'appliquent aux fonctions suivantes et aux opérations de maintenance associées lorsqu'elles sont achetées et installées avec le Programme :

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

A moins que les fonctions et termes associés à la licence limitée pour un usage en environnement non productif ne s'appliquent, le Programme et toutes les autres fonctions sont soumis à la LICENCE STANDARD POUR UN USAGE EN ENVIRONNEMENT DE PRODUCTION.

Dispositions spécifiques au Logiciel

CONSIDÉRATIONS ADOBE

Le Logiciel sous licence ci-dessous contient des Logiciels PostScript, des données (glyphes) lisibles par machine codées numériquement ("Logiciels de police") dans le format adéquat et dans le format chiffré ("Logiciels de police codée") fournis par Adobe Systems, Inc., société californienne ("Adobe") et il peut contenir d'autres Logiciels fournis par Adobe. Les Logiciels PostScript, les Logiciels de police et les Logiciels de police codée, ainsi que les autres Logiciels fournis par Adobe (collectivement les "Éléments fournis par Adobe") qui peuvent être inclus dans le Logiciel Vous sont concédés sous licence conformément aux IPLA.

Vous êtes informé par le présent Contrat qu'Adobe est considéré comme tiers bénéficiaire des dispositions des IPLA pour ce Logiciel et qu'Adobe peut donc à ce titre faire respecter les IPLA en ce qui concerne les Éléments fournis par Adobe. Vous êtes autorisé à utiliser le Logiciel pour reproduire la graisse, les styles et les versions des lettres, des chiffres, des caractères et des symboles uniquement avec des unités de sortie certifiées par Adobe pour une exécution avec le Logiciel. Toutes les unités de sortie annoncées par RPPS au niveau mondial en tant qu'unités de sortie pouvant fonctionner avec le Logiciel sont certifiées par Adobe pour une exécution avec le Logiciel.

Vous êtes autorisé à utiliser les marques utilisées dans le Logiciel pour identifier les Logiciels de police codée fournis par Adobe et les polices qui en découlent ("Marques"). Votre utilisation des Marques doit se faire conformément aux pratiques en usage concernant les marques, notamment par l'identification du nom du propriétaire de la Marque. Les Marques peuvent uniquement être utilisées pour identifier les sorties imprimées générées par les Logiciels de police codée. Les Marques appartiennent aux propriétaires identifiés dans le Logiciel.

Code SafeNet

La partie relative à la gestion des licences de la présente Application sous licence est fondée sur un ou plusieurs des copyrights suivants :

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6. INFORMAZIONI RELATIVE ALLA LICENZA

I Programmi descritti di seguito sono concessi in licenza in base alle seguenti disposizioni che integrano quelle dell'IPLA (International Program License Agreement).

Nome programma: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Numero programma: 5648-F35 (AIX) and 5648-F36 (Windows)

Autorizzazione all'uso su Home Computer/Portatile: Non è possibile copiare e utilizzare il presente Programma su un altro computer senza il pagamento di un canone aggiuntivo di licenza.

Diritti di Utilizzo Limitato per gli Altri Programmi RPPS

Se il licenziatario ha acquisito questo Programma come parte di un altro Programma RPPS ("Programma Principale"), la licenza del Programma Principale presenterà questo Programma sotto la voce "Altri Programmi RPPS". In tal caso, il licenziatario riceverà tale Programma solo a supporto del Programma Principale e i suoi diritti di utilizzo di questo Programma saranno limitati dalla licenza del Programma Principale. Contattare il proprio rappresentante vendite RPPS se si desidera una licenza a parte per questo Programma che non sia limitata dalle clausole di licenza del Programma Principale.

Componenti Escluse

Le dichiarazioni di questo paragrafo non si applicano laddove ritenute invalide o inapplicabili in base alle norme che regolano la presente licenza. Le componenti elencate di seguito sono "Componenti Escluse." Nonostante quanto stabilito nelle clausole del presente Accordo o di qualsiasi altro accordo stipulato con RPPS, fatti salvi i limiti inderogabili di legge:

- (a) i fornitori di terze parti di tali Componenti Escluse ("Fornitori") forniscono le componenti SENZA ALCUN TIPO DI GARANZIA e, tali Fornitori NON FORNISCONO ALCUNA GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE DI TITOLARITA', FUNZIONAMENTO ININTERROTTO O SENZA INTERFERENZE E GARANZIE IMPLICITE E CONDIZIONI DI COMMERCIALIZZABILITÀ ED IDONEITÀ PER UNO SCOPO PARTICOLARE, RELATIVAMENTE ALLE COMPONENTI ESCLUSE;
- (b) in nessun caso i Fornitori saranno responsabili per alcun danno diretto, indiretto, incidentale o consequenziale, inclusi a titolo di esempio, perdita di dati, perdita di risparmi o mancati profitti, relativi alle Componenti Escluse; e
- (c) RPPS ed i Fornitori non saranno responsabili nei confronti dell'utente e non difenderanno, indennizzeranno o proteggeranno l'utente da qualsiasi pretesa derivante dalle Componenti Escluse o ad esse relativa.

Nonostante tali esclusioni, in Germania ed Austria, la garanzia e responsabilità di RPPS per le Componenti Escluse è regolata solo dalle clausole rispettivamente applicabili alla Germania e all'Austria negli accordi di licenza RPPS.

Le istruzioni e le informazioni importanti che RPPS deve fornire relativamente alle Componenti Escluse si possono trovare nei file NOTICES che accompagnano il Programma.

L'utilizzo delle Componenti Escluse è regolato dalle clausole dell'Accordo e non da quelle che possono essere contenute nei file NOTICES. Le clausole contenute nell'Accordo sono offerte da RPPS e non da altre parti. Inoltre, gli aggiornamenti futuri o i fixpack al Programma possono contenere ulteriori Componenti Escluse. Tali Componenti Escluse aggiuntive e le relative istruzioni ed informazioni, se esistenti, saranno elencate in un altro file NOTICES che accompagna l'aggiornamento o il fixpack del Programma.

Le Componenti Escluse sono le seguenti:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Codice concesso in licenza separatamente

Le dichiarazioni di questo paragrafo non si applicano laddove ritenute non valide o inapplicabili in base alle norme che regolano la presente licenza. Ciascuna delle componenti elencate di seguito viene considerata "Codice concesso in licenza separatamente". Il Codice concesso in licenza separatamente di RPPS viene concesso su licenza in base alle clausole dell'accordo di licenza di terze parti applicabile stabilito nei file NON_RPPS_LICENSE che accompagnano il Programma. Nonostante le clausole dell'Accordo o di qualsiasi altro accordo stipulato con RPPS, le condizioni di tali accordi di licenza di terze parti regoleranno l'utilizzo di tutto il Codice concesso in licenza separatamente, salvo quanto diversamente dichiarato di seguito.

Inoltre, gli aggiornamenti futuri o i fixpack al Programma possono contenere ulteriore Codice concesso in licenza separatamente. Tale Codice concesso in licenza separatamente aggiuntivo e le relative licenze vengono riportati in un altro file NON_RPPS_LICENSE che accompagna l'aggiornamento o il fixpack per il Programma. Si conferma di aver letto ed accettato gli accordi di licenza contenuti nei file NON_RPPS_LICENSE. Se non si accettano le clausole di questi accordi di licenza di terze parti, non è possibile utilizzare il Codice concesso in licenza separatamente.

Per Programmi acquisiti in base all'IPLA (International Program License Agreement) o all'ILAN (International Program License Agreement for Non Warranted Program), se non si accettano gli accordi di licenza di terze parti, è possibile restituire il Programma in conformità con le clausole della sezione "Garanzia di rimborso" dell'Accordo IPLA RPPS.

Nota: nonostante le clausole dell'Accordo di licenza di terze parti, dell'Accordo o di qualsiasi altro accordo stipulato con RPPS:

- (a) RPPS fornisce questo Codice concesso in licenza separatamente **SENZA GARANZIE DI ALCUN TIPO**;
- (b) RPPS **NON FORNISCE ALCUNA GARANZIA E CONDIZIONE ESPRESSA E IMPLICITA INCLUSE, A TITOLO ESEMPLIFICATIVO, GARANZIE DI TITOLARITÀ, FUNZIONAMENTO ININTERROTTO O SENZA INTERFERENZE E GARANZIE IMPLICITE E CONDIZIONI DI COMMERCIALIZZABILITÀ ED IDONEITÀ PER UNO SCOPO PARTICOLARE, RELATIVAMENTE AL CODICE CONCESSO IN LICENZA SEPARATAMENTE**;
- (c) RPPS non è responsabile nei confronti dell'utente e non difenderà, indennizzerà o proteggerà l'utente da qualsiasi pretesa derivante dal Codice concesso in licenza separatamente o ad esso relativa e
- (d) RPPS non è responsabile per alcun danno diretto, indiretto, incidentale o consequenziale, inclusi a titolo di esempio, perdita di dati, perdita di risparmi o mancati profitti, relativi al Codice concesso in licenza separatamente, fatti salvi i limiti inderogabili di legge.

Nonostante tali esclusioni, in Germania ed Austria, la garanzia e responsabilità di RPPS per il Codice concesso in licenza separatamente è regolata solo dalle clausole rispettivamente applicabili alla Germania e all'Austria negli accordi di licenza RPPS.

Note: RPPS può fornire supporto limitato per determinato Codice concesso in licenza separatamente. Se tale supporto è disponibile, i dettagli e qualsiasi clausola aggiuntiva relativi a tale supporto saranno presentati nel documento di Informazioni relative alla Licenza.

I seguenti sono Codici concessi in licenza separatamente:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Ambiente operativo specificato

Le informazioni sulle Specifiche del Programma e sull'ambiente operativo specificato sono contenute nella documentazione che accompagna il Programma, se disponibile, ad esempio un file read-me, o in altre informazioni pubblicate da RPPS, ad esempio una lettera d'annuncio. Il licenziatario accetta che tale documentazione e altro contenuto del Programma possano essere forniti solo in lingua Inglese.

Condizioni di licenza di produzione e non-produzione

LICENZA STANDARD PER LA PRODUZIONE

Un ambiente di produzione è un'installazione destinata alla creazione di prodotti finali sul sistema. Gli ambienti di produzione consentono il funzionamento delle stampanti e/o eseguono processi di produzione nella creazione e nella gestione di dati per il consumo da parte dell'utente finale. L'uso concesso in licenza si limita al caricamento su un solo server e per le funzionalità consentite dalle funzioni del Programma acquisite.

LICENZA LIMITATA PER USO NON DI PRODUZIONE

Un ambiente non di produzione è un'installazione utile quando non è disponibile l'ambiente di produzione principale, ad esempio in un ambiente di ripristino di emergenza. RPPS offre una licenza limitata a copertura delle seguenti categorie di installazione di backup/failover/ripristino:

- Backup
In questo ambiente, il Programma viene installato su un server di backup ma non viene eseguito e ai clienti NON viene richiesto di acquistare ulteriori licenze limitate o di produzione.
- Standby
In questo ambiente, viene sempre conservata una copia del Programma su un server separato. Questi sistemi vengono configurati per i casi di ripristino di emergenza. Se l'istanza principale del Programma non funziona, viene attivata l'istanza di standby come se fosse la nuova istanza principale e ai clienti NON viene richiesto di acquistare ulteriori licenze limitate o di produzione.
- Failover
In questo ambiente, il Programma viene configurato in un cluster e un'istanza del Programma funziona come l'istanza principale. Se l'istanza principale non funziona, una delle altre istanze nel cluster funziona come istanza principale. Ai clienti viene richiesto di acquistare una licenza di produzione per l'istanza principale e una licenza limitata per ogni istanza secondaria installata e in esecuzione. L'uso relativo a tale licenza limitata è riservato a una sola istanza secondaria.
- Sviluppo

In questo ambiente, il Programma è installato e in esecuzione, ma viene utilizzato per sviluppare altre applicazioni, personalizzazioni e processi che interagiscono con esso; sul sistema non viene creato alcun prodotto finale. Chiunque esegua lavori di sviluppo mediante il software deve essere mutino di licenza. Ai clienti viene richiesto di acquistare una licenza limitata; l'uso è limitato ai lavori di sviluppo non di produzione su un solo server.

- **Test/Gestione temporanea**

In questo ambiente, il Programma è installato e funzionante e viene utilizzato dai clienti e/o dai rappresentanti RPPS per verificare la corretta esecuzione di codici nuovi o personalizzati. Può essere installato con installazione di appoggio su diversi server o sugli stessi server utilizzati per eseguire un ambiente di sviluppo o di produzione. Ai clienti viene richiesto di acquistare una licenza limitata e l'uso è limitato ai lavori di test/gestione temporanea su un solo server. Tuttavia, se test/gestione temporanea viene eseguito sullo stesso hardware server utilizzato per un ambiente di sviluppo o di produzione e la relativa licenza è stata già acquistata, non sono richieste ulteriori licenze per l'ambiente di test/gestione temporanea.

I termini della LICENZA LIMITATA PER USO NON DI PRODUZIONE riportati in precedenza si applicano alle seguenti funzioni e alla relativa manutenzione quando vengono acquistate e installate insieme al Programma:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Fatti salvi i casi in cui si applica la Licenza Limitata Per Uso Non Di Produzione e i relativi termini, il Programma e tutte le altre funzioni vengono concessi in licenza ai sensi della LICENZA STANDARD PER USO DI PRODUZIONE riportata in precedenza.

Disposizioni specifiche relative al Programma

CONSIDERAZIONI SU ADOBE

Il Programma qui concesso in licenza contiene software PostScript, dati di profilo codificati digitalmente in forma leggibile dalla macchina ("Programmi Font") codificati in formato speciale ed in forma crittografata ("Programmi Font Codificati") forniti da Adobe Systems, Inc., una società della California ("Adobe") e può contenere altro software fornito da Adobe. Il software PostScript, i Programmi Font, i Programmi Font Codificati, come anche qualsiasi altro software fornito da Adobe (di seguito collettivamente chiamato "Materiali forniti da Adobe") che possono essere contenuti nel Programma, sono concessi in licenza in base all'IPLA.

Si notifica pertanto che Adobe è una terza parte beneficiaria dell'IPLA per questo Programma e che Adobe può applicare l'IPLA in relazione ai Materiali forniti da Adobe. Si è autorizzati ad utilizzare il Programma per riprodurre pesi, stili, versioni di lettere, cifre, caratteri e simboli solo con dispositivi di output che sono certificati da Adobe per funzionare con il Programma. Tutti i dispositivi di output, compresi negli annunci RPPS a livello mondiale, che possono funzionare con il Programma sono certificati da Adobe come funzionanti con il Programma.

Si è autorizzati ad utilizzare i marchi usati nel Programma per identificare i Programmi Font Codificati forniti da Adobe ed i caratteri tipografici da esso prodotti ("Marchi"). I marchi, se utilizzati, dovranno essere utilizzati in associazione con la pratica di accettazione dei marchi inclusa l'identificazione del nome del proprietario del marchio. I marchi possono essere utilizzati solo per identificare le produzioni cartacee prodotte dai Programmi Font Codificati. I marchi sono proprietà dei proprietari del marchio identificato all'interno del Programma.

Codice SafeNet

La parte relativa alla gestione delle licenze di questa applicazione si basa su uno o più copyright tra quelli indicati di seguito:

Sentinel ® RMS
Copyright 1989-2006 SafeNet, Inc.
Tutti i diritti riservati.

Sentinel ® Caffè (TM)
Copyright 2008-2009 SafeNet, Inc.
Tutti i diritti riservati.

Sentinel ® EMS
Copyright 2008-2009 SafeNet, Inc.
Tutti i diritti riservati.

7. ライセンス情報

以下にリストされているプログラムは、プログラムのご使用条件 (IPLA) の契約条件に加えて、以下の契約条件の下でライセンス交付を受けます。

プログラム名: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

プログラム番号: 5648-F35 (AIX) and 5648-F36 (Windows)

家庭用/携帯用コンピューターでの使用許諾: この「プログラム」には適用されません。もう1台のコンピューターでも使用する場合は、別途追加のライセンス料金をお支払いください。

(主たる5648-F35 (AIX) and 5648-F36 (Windows) プログラムに付随する、) 他の 5648-F35 (AIX) and 5648-F36 (Windows) プログラムの使用制限付き権限

お客様が、別のRPPS プログラム (以下「主たるプログラム」といいます。) の一部として、「主たるプログラム」の「他の RPPS プログラム」の項に列挙される本「プログラム」を取得した場合、お客様は「主たるプログラム」のサポート目的にのみ本「プログラム」を受け取り、本「プログラム」の使用権は「主たるプログラム」の使用権の範囲に限られるものとします。お客様が、別途、「主たるプログラム」の使用権の範囲に制限されない本「プログラム」の使用権取得をご希望の場合には、お客様の RPPS 営業担当員に連絡してください。

適用除外コンポーネント

本項の条項が、本使用権に適用される法により無効または適用不可能とみなされる場合、これらの条項は適用されません。下記記載のコンポーネントは「適用除外コンポーネント」です。本使用条件中またはお客様が RPPS と締結されたその他の条件中のこれと異なる条項にかかわらず、以下の条件が適用されます。

- (a) かかる「適用除外コンポーネント」の第三者サプライヤー (以下「サプライヤー」といいます。) はコンポーネントを提供しますが、いかなる保証も提供しません。かかるサプライヤーは、「適用除外コンポーネント」に関して、法律上の瑕疵担保責任を含め、第三者の権利の非侵害の保証、商品性の保証、特定目的適合性の保証、名称の保証を含むすべての明示または黙示のいかなる保証責任も負わないものとします。
- (b) サプライヤーは、データの喪失、節約すべかりし費用および逸失利益など「適用除外コンポーネント」に関するいかなる直接的、間接的、特別、偶発的、懲罰的、あるいは結果的損害に対しても責任を負わないものとします。
- (c) RPPS およびサプライヤーは、「適用除外コンポーネント」に起因または「適用除外コンポーネント」に関するいかなる請求についても、お客様を防御することなく、お客様に対していかなる賠償責任または補償責任も負わないものとします。

ドイツおよびオーストリアにおいては、これらの免責にかかわらず、「適用除外コンポーネント」に対する RPPS の保証および賠償責任は、RPPS 使用条件中のドイツおよびオーストリアに適用されるそれぞれの条項にのみ従うものとします。

「適用除外コンポーネント」のソース・コード取得に関する説明書を含む「適用除外コンポーネント」に関して RPPS がお客様に提供すべき特記事項および RPPS の重要なお知らせは、「プログラム」に添付される NOTICES ファイルでご覧いただけます。

「適用除外コンポーネント」のご使用については、NOTICES ファイルに含まれている使用許諾ではなく、本使用条件の条項が適用されます。本使用条件に含まれている条項は、RPPS が提供するものであり、他の第三者が提供するものではありません。将来の「プログラム」の更新版もしくはフィックスパックには、追加の「適用除外コンポーネント」が含まれている場合があります。かかる追加の「適用除外コンポーネント」および関連する

注意書きもしくはお知らせがあれば、「プログラム」の更新版もしくはフィックスパックに付属する別の NOTICES ファイルに列記されることになります。

以下は、「適用除外コンポーネント」です。

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

別途使用許諾されるコード

本項の条項が、本使用権に適用される法により無効または適用不可能とみなされる場合、これらの条項は適用されません。下記リストのコンポーネントはそれぞれ、「別途使用許諾されるコード」と見なされます。RPPS の「別途使用許諾されるコード」は「プログラム」に添付される NON RPPS LICENSE ファイルに記載されている該当する第三者の使用条件の条項に基づいてお客様に使用許諾されます。本使用条件もしくはお客様が RPPS と締結される他のどの使用条件にもかかわらず、下記に別途記載がない場合に限り、かかる第三者の使用条件の条項がすべての「別途使用許諾されるコード」のご使用に適用されます。

将来の「プログラム」の更新版もしくはフィックスパックには、「別途使用許諾されるコード」が追加されて含まれる場合があります。追加された「別途使用許諾されるコード」および関連する使用権は、「プログラム」の更新版もしくはフィックスパックに付属する別の NON RPPS LICENSE ファイルにリストされます。お客様は、NON RPPS LICENSE ファイルに含まれている使用許諾契約を既にお読みいただきご同意いただいたものとみなされます。これらの第三者の使用許諾契約の条項にご同意いただけない場合、お客様は「別途使用許諾されるコード」を使用することはできません。

お客様が本来のライセンス所有者であり RPPS プログラムのご使用条件 (以下「IPLA」といいます。) に基づいて取得した「プログラム」について、第三者の使用許諾契約にご同意いただけない場合、RPPS プログラムのご使用条件 (IPLA) の「解約可能期間」の条項に従って「プログラム」を返却することができます。

注: 第三者の使用条件、本使用条件またはお客様が RPPS と締結された他のどの使用条件にもかかわらず、以下のことが適用されます。

- (a) RPPS はお客様にこの「別途使用許諾されるコード」を提供しますが、いかなる保証も提供しません。
- (b) RPPS は、「別途使用許諾されるコード」に関して、法律上の瑕疵担保責任を含め、第三者の権利の非侵害の保証、商品性の保証、特定目的適合性の保証、正当な権限の保証を含むすべての明示または黙示のいかなる保証責任も負わないものとします。
- (c) RPPS は、「別途使用許諾されるコード」に起因または「別途使用許諾されるコード」に関するいかなる請求についても、お客様を防御することなく、お客様に対していかなる賠償責任または補償責任も負わないものとします。

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- (d) RPPS は、データの喪失、節約すべかりし費用および逸失利益など「別途使用許諾されるコード」に関するいかなる直接的、間接的、特別、偶発的、懲罰的、あるいは結果的損害に対しても責任を負わないものとします。

ドイツおよびオーストリアにおいては、これらの免責にかかわらず、「別途使用許諾されるコード」に対する RPPS の保証および賠償責任は、RPPS 使用条件中のドイツおよびオーストリアに適用されるそれぞれの条項にのみ従うものとします。

注: RPPS は、「別途使用許諾されるコード」に対して、制限付きサポートを提供する場合があります。かかるサポートが提供可能な場合、そのサポートに関わる詳細ならびに追加の使用条件は、本「ライセンス情報」に記載されるものとします。

以下は、「別途使用許諾されるコード」です。

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

RPPS 所定の稼働環境

「プログラム」の仕様および RPPS 所定の稼働環境については、「プログラム」と共に提供される「README」ファイル等の文書に記載がされています。また、RPPS により公開された発表レター等の情報に記載される場合もあります。お客様は、かかる文書およびその他プログラム・コンテンツが英語でのみ提供される場合があることを、了承するものとします。

実動環境および非実動環境に関するライセンス条件

実動環境での使用に関する標準ライセンス

実動環境とは、最終製品をシステム上に作成可能な設置済み環境です。実動環境は、プリンターを駆動し、エンド・ユーザーが消費するデータの作成および管理において生産的な作業を実行します。ライセンスにより許可された使用は、単一サーバーへのロードと、取得されたプログラム機能によって許可される機能に制限されます。

非実動環境での使用に関する制限付きライセンス

非実動環境とは、基本実動環境が機能しなくなった場合に使用できる設置済み環境 (障害回復環境など) です。RPPS は、次のカテゴリーのバックアップ、フェイルオーバー、リカバリー設置済み環境を対象とする制限付きライセンスを提供します。

- バックアップ

この環境では、プログラムはバックアップ・サーバーにインストールされますが、実行されません。カスタマーが制限付きライセンスまたは実動環境ライセンスを追加購入する必要はありません。

- スタンバイ

この環境では、プログラムのコピーが別のサーバー上に常時維持されます。これらのシステムは障害回復用に構成されています。プログラムの基本インスタンスが機能しなくなった場合に、スタンバイ・インスタンスが新しい基本インスタンスとしてアクティブになります。カスタマーが制限付きライセンスまたは実動ライセンスを追加購入する必要はありません。

- フェイルオーバー

この環境では、プログラムはクラスター内に構成され、プログラムの 1 つのインスタンスが基本インスタンスとして機能します。基本インスタンスが機能しなくなった場

合に、クラスター内の他のいずれか1つのインスタンスが基本インスタンスとして機能します。カスタマーは、基本インスタンスの実動ライセンスと、インストールおよび実行されている二次インスタンスごとに制限付きライセンスを購入する必要があります。制限付きライセンスによる使用は、単一の二次インスタンスに制限されます。

- 開発

この環境では、プログラムはインストールおよび実行されますが、他のアプリケーションの開発、カスタマイズ、およびその相互処理のために使用されます。最終製品がシステム上で作成されることはありません。ソフトウェアを使用して開発作業を行うすべてのユーザーに対してライセンスが必要です。カスタマーは制限付きライセンスを購入する必要があります。また、その使用は、単一サーバー上での非実動開発作業に制限されます。

- テスト/ステージング

この環境では、プログラムはインストールおよび実行され、カスタマーまたは RPPS 担当者あるいはその両方によって、新しいコードまたはカスタマイズされたコードが正しく実行されるかどうかを検証するために使用されます。開発環境または実動環境で使用されるサーバーと、別または同一のサーバーでステージングすることができます。カスタマーは制限付きライセンスを購入する必要があります。また、その使用は、単一サーバー上でのテスト/ステージング作業に制限されます。ただし、テスト/ステージングが、実動環境または開発環境で使用されるサーバー・ハードウェアと同一のサーバー上で実行されており、適切なライセンスを購入済みの場合は、テスト/ステージング環境用に追加ライセンスを購入する必要はありません。

上記の「非実動環境での使用に関する制限付きライセンス」条件は、以下の機能および関連保守がプログラムとともに購入およびインストールされている場合に適用されます。:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

非実動環境での使用に関する制限付きライセンス機能と関連条件が適用されない限り、プログラムおよびその他すべての機能は、上記の「実動環境での使用に関する標準ライセンス」に基づいてライセンスされるものとします。

特記事項

ADOBE 社考慮事項

ここで使用許諾された「プログラム」には、PostScript ソフトウェア、すなわちカリフォルニアのコーポレーションである Adobe システム社 (以下、「Adobe 社」といいます。) が提供する特定フォーマットおよび暗号化されたフォーム (以下、「コード化フォント・プログラム」といいます。) でデジタルコード化した機械可読型アウトライン・データ (以下、「フォント・プログラム」といいます。) が含まれています。また、Adobe 社が提供するその他のソフトウェアも含まれていることがあります。PostScript ソフトウェア、フォント・プログラム、およびコード化フォント・プログラムは、「プログラム」に入っている Adobe 社が提供する他のソフトウェアと同様に (以下、総称して「Adobe Provided Materials」といいます。) RPPS の IPLA のもとでお客様に使用権が与えられます。

本書によりお客様には、Adobe 社がこの「プログラム」の IPLA における第三者の受益者であり、また Adobe 社が Adobe Provided Materials に関して IPLA の履行を強制することをご承知おきいただいたものとします。お客様は、「プログラム」と共に作動することが Adobe 社により保証される出力装置によってのみ、文字、数表示、文字そして記号の質量、スタイル、バージョンを再現する目的で「プログラム」を使用することができます。RPPS ワールド・ワイドの製品発表において、この「プログラム」で作動する出力装置として RPPS が発表しているすべての出力装置は、Adobe 社によりこの「プログラム」と共に作動することが保証されています。

Adobe 社が提供するコード化フォント・プログラムと、それが作り出す書体を識別するために、お客様には「プログラム」で使用される商標 (以下、「商標」といいます。) の使用が許諾されます。商標はお客様がご使用になる場合、商標所有者名の識別を含め、商標の慣例に従って使用されることとなります。商標は、コード化フォント・プログラムによって生産された印刷済み出力の識別にのみ使用することができます。商標は、「プログラム」内で識別される商標所有者の所有物です。

SafeNet コード

このライセンス・アプリケーションのライセンス管理部分は、以下の 1 つ以上の著作権に基づきます。

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8. 라이선스 정보

아래에 나열된 프로그램은 프로그램 라이선스 계약(IPLA) 외의 다음 조건에 의거하여 라이선스가 부여됩니다.

프로그램 이름: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

프로그램 번호: 5648-F35 (AIX) and 5648-F36 (Windows)

가정용/휴대용 컴퓨터에 대한 사용 권한: 귀하는 추가 라이선스 비용을 지불해야만 본 프로그램을 추가 기계에 복제 및 사용할 수 있습니다.

기타 RPPS 프로그램에 대한 제한 사용(Limited Use) 권리

본 프로그램을 "기타 RPPS 프로그램" 항목에 포함시키는 다른 RPPS 프로그램("주 프로그램")의 일부로 본 프로그램을 취득한 경우, 귀하는 주 프로그램을 지원하기 위해서만 본 프로그램을 제공받게 되며 본 프로그램을 사용할 수 있는 귀하의 권한은 주 프로그램의 라이선스에 의해 제한됩니다. 주 프로그램의 라이선스 조항에 의해 제한되지 않는 본 프로그램의 별도 라이선스를 취득하기 위해서는 RPPS 판매 담당자에게 문의하십시오.

제외 구성요소

본 조항의 규정은 본 라이선스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 명시된 구성요소는 "제외 구성요소"에 해당합니다. 본 RPPS 계약 또는 귀하와 RPPS 간의 기타 모든 계약의 조건에도 불구하고, 제외 구성요소에는 다음 조건이 적용됩니다.

- (a) 이러한 제외 구성요소의 제3자 공급자는 구성요소를 어떠한 종류의 보증 없이 제공하며, 제외 구성요소에 대한 소유권, 타인의 권리 침해에 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.
- (b) 공급자는 어떠한 경우에도 제외 구성요소와 관련하여 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여, 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.
- (c) RPPS와 공급자는 제외 구성요소와 관련된 어떠한 배상 청구에 대해서도 귀하에 대해 책임을 지거나 귀하를 방어하거나 면책하지 않습니다.

이러한 제외사항에도 불구하고, 독일과 오스트리아의 경우에는 제외 구성요소에 대한 RPPS의 보증 및 책임과 관련하여 RPPS 라이선스 계약 조항 중 독일과 오스트리아에 적용할 수 있는 개별 조항만 적용합니다.

제외 구성요소(특정 제외 구성요소의 코드 원본 취득에 관한 지침 포함)와 관련하여 RPPS이 귀하에게 알려야 할 주의사항 및 중요한 정보는 본 프로그램의 NOTICES 파일에서 확인할 수 있습니다.

제외 구성요소의 사용에 대해서는 본 계약의 조항을 적용하며 NOTICES 파일에 포함된 조항이 적용되지 않습니다. 본 RPPS 계약의 조항은 RPPS이 제공하는 것이며 제3자가 제공하는 것이 아닙니다. 향후 프로그램의 업데이트나 수정팩에는 제외 구성요소가 추가될 수 있습니다. 이와 같이 추가된 제외 구성요소, 관련 주의사항 및 정보(해당하는 경우는 본 프로그램의 업데이트나 수정팩에 들어 있는 다른 NOTICES 파일에 명시됩니다).

다음은 제외 구성요소입니다.

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries

- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

별도로 라이선스가 부여된 코드

본 조항의 규정은 본 라이선스에 적용되는 법률에 따라 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 나열된 각 구성요소는 "별도로 라이선스가 부여된 코드"로 간주됩니다. RPPS의 별도로 라이선스가 부여된 코드는 본 프로그램의 NON_RPPS_LICENSE 파일에서 명시한 해당 제3자 라이선스 계약의 조항에 의거하여 라이선스가 부여됩니다. 본 계약 또는 귀하와 RPPS 간의 기타 모든 계약의 조항에도 불구하고, 아래에서 달리 명시하지 않는 한 별도로 라이선스가 부여된 코드의 사용에 대해서는 이러한 제3자 라이선스 계약의 조항이 적용됩니다.

향후 프로그램의 업데이트나 수정팩에는 추가된 별도로 라이선스가 부여된 코드가 포함될 수 있습니다. 이와 같이 추가된 별도로 라이선스가 부여된 코드 및 관련 라이선스는 본 프로그램의 업데이트 또는 수정팩에 있는 다른 NON_RPPS_LICENSE 파일에 명시됩니다. 귀하는 NON_RPPS_LICENSE 파일에 들어 있는 라이선스 계약을 읽고 이에 동의했음을 인정합니다. 귀하가 이러한 제3자 라이선스 계약의 조항에 동의하지 않으면 별도로 라이선스가 부여된 코드를 사용할 수 없습니다.

프로그램 라이선스 계약(IPLA)에 의거하여 취득한 프로그램의 경우 그리고 귀하가 본 프로그램의 최초 라이선스 사용자인 경우, 귀하가 제3자 라이선스 계약에 동의하지 않으면 IPLA RPPS 계약에 명시된 "환불 보증" 조항에 따라 명시된 기간 내에 프로그램을 반환할 수 있습니다.

주: 제3자 라이선스 계약, 본 계약 또는 귀하와 RPPS 간의 기타 모든 계약의 조건에도 불구하고, 다음 조건이 적용됩니다.

- (a) RPPS는 일체의 보증 없이 별도로 라이선스가 부여된 코드를 귀하에게 제공합니다.
- (b) RPPS는 별도로 라이선스가 부여된 코드에 대한 소유권, 타인의 권리 비침해에 대한 보증 및 상품성 및 특정 목적에의 적합성에 대한 묵시적 보증과 조건을 포함하여(단, 이에 한하지 않음) 명시적이거나 묵시적인 일체의 보증 및 조건을 제공하지 않습니다.
- (c) RPPS는 별도로 라이선스가 부여된 코드와 관련된 어떠한 배상 청구에 대해서도 귀하에 대해 책임을 지거나 귀하를 방어하거나 면책하지 않습니다.
- (d) RPPS는 별도로 라이선스가 부여된 코드와 관련하여 기대했던 이익 및 비용 절감이 실현되지 못함으로 인해 발생한 손해, 데이터 분실로 인한 손해를 포함하여, 직접 손해, 간접 손해, 부수적 손해, 특별 손해, 징벌적 손해 또는 결과적 손해에 대해 일체 책임을 지지 않습니다.

이러한 제외사항에도 불구하고, 독일과 오스트리아의 경우에는 별도로 라이선스가 부여된 코드에 대한 RPPS의 보증 및 책임과 관련하여 RPPS 라이선스 계약 조항 중 독일과 오스트리아에 적용할 수 있는 개별 조항만 적용합니다.

주: RPPS는 별도로 라이선스가 부여된 코드 일부에 대하여 제한적인 지원을 제공할 수 있습니다. 이러한 지원이 제공되는 경우에는 라이선스 정보 문서에 자세한 지원 사항과 추가 조항을 명시합니다.

다음은 별도로 라이선스가 부여된 코드입니다.

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

명시된 운영 환경

본 프로그램의 명세 및 명시된 운영 환경 정보는 본 프로그램에 동봉된 문서(예: Read Me 파일)나 RPPS의 기타 정보 문서(예: 발표 문서)에서 확인할 수 있습니다. 귀하는 해당 문서 및 기타 프로그램 콘텐츠가 영어로만 제공될 수 있다는 것에 동의합니다.

프로덕션 및 비프로덕션 라이선스 조건

프로덕션 사용을 위한 표준 라이선스

프로덕션 환경이란 시스템에서 최종 제품을 제작하는 데 사용할 수 있는 설치 환경입니다. 프로덕션 환경에서는 프린터를 구동 및/또는 생산적으로 활용하여 최종 사용자 소비용 데이터를 작성하고 관리합니다. 허가된 사용은 단일 서버에 대한 로딩과 획득한 프로그램 기능에 의해 허용된 기능으로 제한됩니다.

비프로덕션 사용을 위한 제한된 라이선스

비프로덕션 환경이란 재해 복구 환경과 같이 기본 프로덕션 환경이 실패한 경우 사용할 수 있는 설치 환경입니다. RPPS는 다음 범주의 백업/장애 조치/복구 설치에 적용되는 제한된 라이선스를 제공합니다.

- 백업
이 환경에서 프로그램은 백업 서버에 설치되지만 실행되지는 않고, 고객은 제한된 라이선스나 프로덕션 라이선스를 추가로 구매할 필요가 없습니다.
- 대기
이 환경에서 프로그램 사본은 항상 별도의 서버에 보관됩니다. 이러한 시스템은 재해 복구에 사용할 목적으로 구성됩니다. 프로그램의 기본 인스턴스가 실패하는 경우 대기 인스턴스가 활성화되어 새 기본 인스턴스로 작동하게 되고, 고객은 제한된 라이선스나 프로덕션 라이선스를 추가로 구매할 필요가 없습니다.
- 장애 조치
이 환경에서 프로그램은 클러스터에서 구성되고 프로그램의 인스턴스 하나가 기본 인스턴스로 작동하게 됩니다. 기본 인스턴스가 실패하는 경우 클러스터의 다른 인스턴스 중 하나가 기본 인스턴스로 작동하게 됩니다. 고객은 기본 인스턴스에 대한 프로덕션 라이선스와 설치 및 실행되는 각 보조 인스턴스에 대한 제한된 라이선스를 구매해야 합니다. 이러한 제한된 라이선스의 사용은 단일 보조 인스턴스로 제한됩니다.
- 개발
이 환경에서 프로그램은 설치 및 실행되지만 그와 상호 작용하는 다른 애플리케이션, 사용자 지정 기능 및 프로세스를 개발하는 데 사용됩니다. 최종 제품은 해당 시스템에서 제작되지 않습니다. 소프트웨어를 사용하여 개발 작업을 수행하는 사람은 누구든지 사용을 허가받아야 합니다. 고객은 제한된 라이선스를 구매해야 하며 그 사용은 단일 서버 상의 비프로덕션 개발 작업으로 제한됩니다.
- 테스트/준비
신규 또는 사용자 지정된 코드가 제대로 실행되는지 확인하기 위해 고객 및/또는 RPPS 담당자는 이 환경에서 프로그램을 설치 및 실행합니다. 이 환경은 개발 또는 프로덕션 환경을 운영하는데 사용되는 서버와 동일한 서버 또는 별도의 서버에서 준비될 수 있습니다. 고객은 제한된 라이선스를 구매해야 하며 그 사용은 단일 서버 상의 테스트/준비 작업으로 제한됩니다. 그러나 프로덕션 또는 개발 환경에 사용되는 서버와 동일한

서버 하드웨어에서 테스트/준비가 수행되는 경우, 적합한 라이선스를 이미 구매했다면 테스트/준비 환경을 위한 추가 라이선스는 필요하지 않습니다.

위의 비프로덕션 사용을 위한 제한된 라이선스 조건은, 프로그램과 함께 라이선스를 구매하여 설치하는 경우에 다음의 기능 및 관련 유지보수에 적용됩니다.

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

비프로덕션 사용을 위한 제한된 라이선스 기능 및 관련 조건이 적용되지 않는 경우, 프로그램 및 모든 다른 기능은 위의 프로덕션 사용을 위한 표준 라이선스에 따라 사용이 허가됩니다.

프로그램 고유 조항

ADOBE 주의사항

이 조건에 따라 사용 허가된 본 프로그램에는 캘리포니아 주식회사인 Adobe Systems, Inc. ("Adobe")가 제공하는 특수 포맷 및 암호화된 형식("Coded Font 프로그램")으로 코드화된, 디지털식 코드화 기계로 판독 가능한 아웃라인 데이터("Font 프로그램")인 PostScript 소프트웨어가 들어 있습니다. RPPS IPLA 에 의거하여, 귀하는 Adobe에서 제공하는 기타 모든 소프트웨어(이하 통칭하여 "Adobe 제공 소프트웨어") 뿐만 아니라 포스트스크립트 소프트웨어, 폰트 프로그램 및 코드화된 폰트 프로그램을 사용할 수 있습니다.

이로써 귀하에게 Adobe가 본 프로그램에 대해 IPLA 의 제3의 수익자라는 것과 Adobe가 Adobe 제공 소프트웨어와 관련하여 IPLA 를 강제할 수도 있다는 것을 공지합니다. 귀하는 본 프로그램과 함께 작동하도록 Adobe에 의해 인증된 출력 장치에서만 무게, 스타일 및 문자 버전, 숫자, 문자 및 심볼을 복제하는 데 본 프로그램을 사용할 수 있습니다. RPPS 이 세계적인 제품 발표에서 본 프로그램과 작동할 출력 장치로 선보이는 모든 출력 장치는 본 프로그램과 함께 작동하는 경우, Adobe에 의해 인증됩니다.

귀하는 Adobe에서 제공하는 코드화된 폰트 프로그램 및 코드화된 폰트 프로그램에서 작성된 활자체(Typeface)를 표시하기 위해, 프로그램에서 사용된 상표("상표")를 사용할 수 있습니다. 귀하는 상표 소유자의 명칭 ID를 포함하는 승인된 상표 관례에 따라 상표를 사용해야 합니다.

본 상표는 코드화된 폰트 프로그램이 생산한 인쇄 출력물을 식별하는 데에만 사용할 수 있습니다. 상표는 프로그램에 표시된 소유자의 자산입니다.

SafeNet 코드

이 라이선스 사용권자 신청에서 라이선스 관리 부분은 다음 저작권 중 하나 이상에 기반합니다.

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Sentinel ® EMS
Copyright 2008-2009 SafeNet, Inc.
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9. INFORMACJE LICENCYJNE

Wymienione poniżej Programy są licencjonowane na poniższych warunkach oprócz warunków Międzynarodowej Umowy Licencyjnej na Program (IPLA) .

Nazwa Programu: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Numer Programu: 5648-F35 (AIX) and 5648-F36 (Windows)

Upoważnienie do używania na komputerze domowym/przenośnym: Użytkownik nie może kopiować ani używać tego Programu na innym komputerze, nie uiszczywszy dodatkowych opłat licencyjnych.

Prawa do ograniczonego używania Innych Programów RPPS

Jeśli Użytkownik nabył ten Program jako część innego programu RPPS (zwanego dalej "Programem Głównym", w którego licencji Program ten będzie wymieniony pod nagłówkiem "Inne Programy RPPS"), Użytkownik otrzymuje ten Program jedynie do obsługi Programu Głównego, zaś jego prawo do używania Programu ogranicza licencja na Program Główny. Jeśli Użytkownik chce nabyć oddzielną licencję na ten Program, nieograniczoną warunkami licencji na Program Główny, powinien skontaktować się z przedstawicielem handlowym RPPS.

Komponenty Wyłączone

Postanowienia niniejszego akapitu nie mają zastosowania w zakresie, w jakim są nieważne lub niewykonalne na mocy prawa, któremu podlega niniejsza licencja. Wymienione poniżej komponenty są "Komponentami Wyłączonymi". Bez względu na jakiegokolwiek warunki Umowy lub jakiegokolwiek innej umowy, jaką Użytkownik mógł zawrzeć z RPPS:

- (a) będący stronami trzecimi dostawcy takich Komponentów Wyłączonych (zwani dalej "Dostawcami") dostarczają je BEZ JAKICHKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI) oraz NIE UDZIELAJĄ JAKICHKOLWIEK WYRAŹNYCH CZY DOMNIEMANYCH GWARANCJI I NIE USTALAJĄ WARUNKÓW, A W SZCZEGÓLNOŚCI NIE UDZIELAJĄ GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW STRON TRZECICH, NIEINGEROWANIA W NIE ANI DOMNIEMANYCH GWARANCJI CZY WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU W ODNIESIENIU DO KOMPONENTÓW WYŁĄCZONYCH;
- (b) w żadnym przypadku Dostawcy nie ponoszą odpowiedzialności za jakiegokolwiek szkody bezpośrednio, pośrednio, uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy oraz szkody związane z naruszeniem dóbr osobistych, w tym w szczególności utratę danych, spodziewanych oszczędności czy zysków, spowodowane Komponentami Wyłączonymi;
- (c) RPPS ani Dostawcy nie ponoszą odpowiedzialności wobec Użytkownika i nie będą bronić, zabezpieczać ani chronić Użytkownika przed jakimikolwiek roszczeniami wynikającymi z używania Komponentów Wyłączonych lub z nimi związanych.

Bez względu na powyższe zastrzeżenia w Niemczech i w Austrii gwarancja i odpowiedzialność RPPS w zakresie Komponentów Wyłączonych podlega jedynie odpowiednim warunkom umów licencyjnych RPPS dla Niemiec i Austrii.

Zastrzeżenia i ważne informacje, które RPPS ma obowiązek przekazać Użytkownikowi odnośnie Komponentów Wyłączonych, w tym instrukcje uzyskiwania kodu źródłowego dla określonych Komponentów Wyłączonych, znajdują się w pliku lub plikach NOTICES dołączonych do Programu.

Korzystanie przez Użytkownika z Komponentów Wyłączonych podlega warunkom Umowy, a nie warunkom, które mogą znajdować się w pliku lub plikach NOTICES. Warunki Umowy są proponowane przez RPPS, a nie przez jakąkolwiek stronę trzecią. Przyszłe aktualizacje lub pakiety poprawek do Programu mogą zawierać dodatkowe Komponenty Wyłączone. Takie dodatkowe Komponenty Wyłączone

oraz ewentualne związane z nimi zastrzeżenia i informacje zostaną wymienione w kolejnym pliku NOTICES dołączonym do aktualizacji lub pakietu poprawek do Programu.

Następujące komponenty to Komponenty Wyłączone:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Kod Licencjonowany Oddzielnie

Postanowienia niniejszego akapitu nie mają zastosowania w zakresie, w jakim są nieważne lub niewykonalne na mocy prawa, któremu podlega niniejsza licencja. Każdy z wymienionych poniżej komponentów uznawany jest za "Kod Licencjonowany Oddzielnie". Kod RPPS Licencjonowany Oddzielnie jest licencjonowany na rzecz Użytkownika na warunkach stosownej umowy lub umów licencyjnych osób trzecich, przedstawionych w pliku (plikach) NON_RPPS_LICENSE dołączonym (dołączonych) do Programu. Bez względu na jakiegokolwiek inne warunki Umowy lub jakiegokolwiek innej umowy z RPPS, używanie całego Kodu Licencjonowanego Oddzielnie podlega warunkom takiej umowy licencyjnej osoby trzeciej (takich umów licencyjnych osób trzecich), chyba że poniższe warunki stanowią inaczej.

Przyszłe aktualizacje lub pakiety poprawek do Programu mogą zawierać dodatkowy Kod Licencjonowany Oddzielnie. Takie dodatkowe komponenty Kodu Licencjonowanego Oddzielnie oraz związane z nimi licencje są wymienione w kolejnym pliku NON_RPPS_LICENSE dołączonym do aktualizacji lub pakietu poprawek do Programu. Użytkownik potwierdza, że zapoznał się z treścią umów licencyjnych zawartych w pliku lub plikach NON_RPPS_LICENSE i wyraził na nie zgodę. Jeśli Użytkownik nie wyrazi zgody na warunki tych umów licencyjnych osób trzecich, wówczas nie będzie mógł używać Kodu Licencjonowanego Oddzielnie.

W przypadku Programów nabytych na warunkach Międzynarodowej Umowy Licencyjnej na Program (International Program License Agreement, zwanej również "IPLA"), jeśli Użytkownik nie wyrazi zgody na umowy licencyjne osób trzecich, wówczas może zwrócić Program zgodnie z warunkami paragrafu "Gwarancja zwrotu pieniędzy" umowy IPLA z RPPS, z uwzględnieniem określonych tam ram czasowych.

Uwaga: bez względu na jakiegokolwiek warunki umowy licencyjnej osoby trzeciej, Umowy lub jakiegokolwiek innej umowy, jaką Użytkownik mógł zawrzeć z RPPS:

- (a) RPPS dostarcza Użytkownikowi niniejszy Kod Licencjonowany Oddzielnie BEZ UDZIELANIA JAKIKOLWIEK GWARANCJI (W TYM TAKŻE RĘKOJMI);
- (b) RPPS NIE UDZIELA JAKIKOLWIEK WYRAŻNYCH ANI DOMNIEMANYCH GWARANCJI (W TYM TAKŻE RĘKOJMI) I NIE USTALA WARUNKÓW, A W SZCZEGÓLNOŚCI NIE UDZIELA GWARANCJI PRAWA WŁASNOŚCI, NIENARUSZANIA PRAW OSÓB TRZECICH, NIEINGIEROWANIA W NIE ANI DOMNIEMANYCH GWARANCJI I WARUNKÓW PRZYDATNOŚCI HANDLOWEJ I PRZYDATNOŚCI DO OKREŚLONEGO CELU W ZAKRESIE KODU LICENCJONOWANEGO ODDZIELNIE;

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- (c) RPPS nie ponosi odpowiedzialności wobec Użytkownika i nie będzie bronić, zabezpieczać ani chronić Użytkownika przed jakimikolwiek roszczeniami wynikającymi z używania Kodu Licencjonowanego Oddzielnie lub z nim związanych;
 - (d) RPPS nie ponosi odpowiedzialności za jakiekolwiek szkody bezpośrednie, pośrednie, uboczne, szczególne, szkody, których nie można było przewidzieć przy zawieraniu umowy oraz szkody związane z naruszeniem dóbr osobistych, w tym w szczególności utratę danych, spodziewanych oszczędności czy zysków, w zakresie Kodu Licencjonowanego Oddzielnie.

Bez względu na powyższe zastrzeżenia w Niemczech i w Austrii gwarancja i odpowiedzialność RPPS w zakresie Kodu Licencjonowanego Oddzielnie podlega jedynie odpowiednim warunkom umów licencyjnych RPPS dla Niemiec i Austrii.

Uwaga: RPPS może świadczyć usługi wsparcia w ograniczonym zakresie dla określonych komponentów Kodu Licencjonowanego Oddzielnie. Jeśli wsparcie takie będzie dostępne, szczegółowe informacje o nim oraz dodatkowe dotyczące go warunki zostaną przedstawione w dokumencie "Informacje licencyjne".

Poniżej wymieniono elementy Kodu Licencjonowanego Oddzielnie:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Określone Środowisko Pracy

Specyfikacje dla Programu oraz informacje dotyczące określonego środowiska pracy można znaleźć w dokumentacji dołączonej do Programu, jeśli takowa jest dostępna, takiej jak plik readme lub w innych informacjach opublikowanych przez RPPS, na przykład w dokumentach announcement letter. Użytkownik zgadza się, że taka dokumentacja oraz inne treści związane z Programem mogą być dostarczane tylko w języku angielskim.

Warunki licencji na użytkowanie w produkcji i użytkowanie niezwiązane z produkcją

STANDARDOWA LICENCJA NA UŻYTKOWANIE W PRODUKCJI

Środowisko produkcyjne to instalacja, która umożliwia tworzenie produktów końcowych w systemie. Środowiska produkcyjne obsługują drukarki i/lub działają podczas tworzenia i zarządzania danymi dla użytkowników ostatecznych. Licencjonowane użycie jest ograniczone do instalacji na jednym serwerze i obejmuje funkcje dozwolone przez zakupione funkcje Programu.

OGRANICZONA LICENCJA NA UŻYTKOWANIE NIEZWIĄZANE Z PRODUKCJĄ

Środowisko nie związane z produkcją to taka instalacja, która jest dostępna w przypadku awarii głównego środowiska produkcyjnego, np. środowisko działające podczas przywracania systemu po awarii. RPPS oferuje ograniczoną licencję, która obejmuje następujące kategorie instalacji związane z tworzeniem kopii zapasowej/usuwania awarii/przywracaniem systemu:

- Tworzenie kopii zapasowej

W tym środowisku Program zainstalowany jest na serwerze pomocniczym i nie jest wykorzystywany; użytkownicy NIE muszą kupować dodatkowych licencji ograniczonych i produkcyjnych.

- Czuwanie

W tym środowisku kopia Programu jest zainstalowana na osobnym serwerze. Takie systemy konfigurowane są do przywracania po awarii. Jeśli podstawowa wersja Programu ulegnie awarii,

włączana jest wersja zapasowa, która działa jako główna; klienci NIE muszą kupować dodatkowych licencji ograniczonych lub produkcyjnych.

- Awaria

W tym środowisku skonfigurowanych jest kilka wersji Programu, z których jedna działa jako podstawowa. Jeśli podstawowa wersja Programu ulegnie awarii, kolejna zaczyna działać jako podstawowa. Klienci muszą kupić licencję na podstawową wersję produkcyjną i ograniczone licencje dla każdej zainstalowanej i działającej wersji zapasowej. Ograniczona licencja odnosi się tylko do pojedynczej wersji zapasowej.

- Programowanie

W tym środowisku Program jest zainstalowany i uruchomiony, ale jest używany do tworzenia innych aplikacji, wersji niestandardowych i procesów współdziałających; żaden produkt nie jest tworzony w systemie. Każda osoba pracująca z programem musi posiadać licencję. Klienci muszą kupić ograniczoną licencję; użytkowanie ograniczone jest do działań związanych z programowaniem na jednym serwerze.

- Testowanie

W tym środowisku Program jest zainstalowany, uruchomiony i wykorzystywany przez klientów i/lub przedstawicieli RPPS w celu sprawdzenia poprawności działania nowego lub zmienionego kodu. Może się to odbywać na osobnych serwerach lub na serwerach, na których Program używany jest do programowania lub produkcji. Klienci muszą kupić ograniczoną licencję; użytkowanie ograniczone jest do działań związanych z testowaniem na jednym serwerze. Jeśli jednak testowanie przeprowadzane jest na sprzęcie, który jest wykorzystywany jako środowisko produkcyjne lub programistyczne, a wszystkie wymagane licencje zostały wykupione, nie ma konieczności zakupu dodatkowych licencji dla środowiska testowego.

Warunki powyższej OGRANICZONEJ LICENCJI UŻYTKOWANIA NIEZWIĄZANEGO Z PRODUKCJĄ stosują się do następujących funkcji zakupionych i zainstalowanych razem z Programem oraz do ich utrzymywania:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|----------------------------------|-----------------|--------------------------------------|-----------------------|
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Program oraz jego funkcje objęte są niniejszą STANDARDOWĄ LICENCJĄ NA UŻYTKOWANIE PRODUKCYJNE, chyba że zastosowanie ma Ograniczona licencja na użytkowanie niezwiązane z produkcją.

Warunki specyficzne dla Programów

UWARUNKOWANIA DOTYCZĄCE ADOBE

Program licencjonowany na mocy niniejszego dokumentu zawiera oprogramowanie PostScript - cyfrowo zakodowane dane konturów czcionek w formie zapisu maszynowego (zwane dalej "Programami Czcionek"), zakodowane w specjalnym formacie oraz w formie zaszyfrowanej (zwane dalej "Zaszyfrowanymi Programami Czcionek"), dostarczone przez firmę Adobe Systems, Inc., z siedzibą w Kalifornii (zwaną dalej "Adobe"), i może zawierać inne oprogramowanie dostarczone przez Adobe. Oprogramowanie PostScript, Programy Czcionek, Zaszyfrowane Programy Czcionek oraz inne oprogramowanie dostarczone przez Adobe (zwane dalej łącznie "Materiałami dostarczonymi przez Adobe"), mogące znajdować się w Programie, są licencjonowane na rzecz Użytkownika na warunkach IPLA.

Niniejszym powiadamia się Użytkownika, że Adobe jest stroną trzecią będącą beneficjentem IPLA i że Adobe może wyegzekwować jej przestrzeganie odnośnie Materiałów dostarczonych przez Adobe. Użytkownikowi udziela się licencji na używanie Programu do odtwarzania grubości, stylów i wersji liter, cyfr, znaków i symboli wyłącznie przy korzystaniu z urządzeń wyjściowych certyfikowanych przez Adobe jako współpracujące z Programem. Wszystkie urządzenia wyjściowe, które RPPS w swoich ogólnosięwiatowych anonsach dotyczących produktów określa jako urządzenia wyjściowe mogące współpracować z Programem, są certyfikowane przez Adobe jako współpracujące z Programem.

Użytkownikowi udziela się licencji na używanie znaków towarowych używanych w Programie do identyfikacji Zaszyfrowanych Programów Czcionek dostarczonych przez Adobe i krojów pisma z nich utworzonych (zwanymi dalej "Znakami Towarowymi"). Znaki Towarowe muszą być używane przez Użytkownika zgodnie z przyjętymi praktykami w zakresie znaków towarowych, w tym dotyczących identyfikacji nazwy właściciela znaku. Znaków Towarowych można używać wyłącznie do identyfikacji wydruków utworzonych za pomocą Zaszyfrowanych Programów Czcionek. Znaki Towarowe należą do ich właścicieli, wskazanych w Programie.

Kod SafeNet

Poniższe prawa autorskie określają sposób zarządzania licencją aplikacji licencjodawcy:

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Wszelkie prawa zastrzeżone.

10. INFORMAÇÕES SOBRE LICENÇA

Os Programas listados abaixo são licenciados sob os seguintes termos e condições além daqueles presentes no IPLA (Contrato de Licença do Programa Internacional grama) .

Nome do Programa: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Número do Programa: 5648-F35 (AIX) and 5648-F36 (Windows)

Autorização para Uso em Computador Doméstico/Portátil: O Cliente não pode copiar e utilizar este Programa em outro computador sem pagar taxas de licenciamento adicionais.

Direitos de Utilização Limitados para Outros Programas RPPS

Se o Cliente adquiriu este Programa como parte de outro Programa RPPS ("Programa Principal"), a licença do Programa Principal listará/referirá tal Programa em "Outros Programas RPPS". Nesse caso, o Cliente recebeu o referido Programa apenas para dar suporte ao Programa Principal e os seus direitos de utilização estão limitados pela licença do Programa Principal. O Cliente deverá entrar em contato/contacto com o Representante de Vendas RPPS para adquirir uma licença separada para tal Programa que não esteja limitada pelos termos da licença do Produto Principal.

Componentes Excluídos

Os termos deste parágrafo não se aplicam até o limite em que sejam considerados inválidos ou não-exequíveis/exequíveis sob a/ao abrigo da lei que regula esta licença. Os componentes listados abaixo são "Componentes Excluídos." Não obstante qualquer disposição em contrário no Acordo ou em qualquer outro acordo que o Cliente possa ter com a RPPS:

- (a) os fornecedores terceiros de tais Componentes Excluídos ("Fornecedores") fornecem os componentes SEM GARANTIA DE NENHUM TIPO e tais Fornecedores RENUNCIAM A TODAS AS GARANTIAS E CONDIÇÕES EXPRESSA E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TITULARIDADE, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E AS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM DETERMINADO PROPÓSITO/FIM EM RELAÇÃO AOS COMPONENTES EXCLUÍDOS;
- (b) em nenhuma hipótese serão os Fornecedores responsabilizados por qualquer dano direto/directo, indireto/indirecto, acidental, especial, punitivo ou consequencial/consequencial, incluindo, mas não se limitando à perda de dados, perda de economias em relação com os Componentes Excluídos; e,
- (c) a RPPS e os Fornecedores não são responsáveis pelo Cliente e não defenderão, indenizarão/indenizarão ou inocentarão o Cliente por quaisquer reclamações decorrentes ou relacionadas com os Componentes Excluídos.

Não obstante qualquer disposição em contrário nestas exclusões, na Alemanha e na Áustria, a garantia e a responsabilidade da RPPS para com os Componentes Excluídos é regulada apenas pelos respectivos termos aplicáveis para a Alemanha e a Áustria nos acordos de licenciamento RPPS.

Avisos e informações importantes que a RPPS precisa fornecer ao Cliente em relação com os Componentes Excluídos, incluindo instruções para a obtenção do código-fonte para determinados Componentes Excluídos, podem ser localizados no(s) arquivo(s)/ficheiro(s) NOTICES que acompanha(m) o Programa.

A utilização dos Componentes Excluídos pelo Cliente é regulada pelos termos do Acordo e não por quaisquer termos que possam estar contidos no(s) arquivo(s)/ficheiro(s) NOTICES. Os termos contidos no Acordo são oferecidos pela RPPS e não por outra parte. Futuras atualizações/actualizações ou fix-packs do Programa podem conter Componentes Excluídos adicionais. Tais Componentes Excluídos

adicionais, e avisos e informações relacionadas, serão listados em outro arquivo/ficheiro NOTICES que acompanha a atualização/actualização ou fixpack do Programa.

A seguir estão os Componentes Excluídos:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Código Licenciado Separadamente

As provisões deste parágrafo não se aplicam até o limite em que são consideradas como inválidas ou inexecutáveis sob a lei que controla esta licença. Cada um dos componentes listados abaixo são considerados "Código Licenciado Separadamente". O Código Licenciado Separadamente da RPPS é licenciado para o Cliente sob os termos do(s) contrato(s) de licença de terceiros aplicável(is) definido(s) no(s) arquivo(s) NON_RPPS_LICENSE que acompanha(m) o Programa. Não obstante quaisquer termos no Contrato, ou qualquer outro contrato que o Cliente possa ter com a RPPS, os termos de tal(is) contrato(s) de licença de terceiros que controla(m) a utilização pelo Cliente de todo o Código Licenciado Separadamente, a menos que indicado de outra forma abaixo.

Futuras atualizações ou fixpacks do Programa podem conter Código Licenciado Separadamente adicional. Tal Código Licenciado Separadamente adicional e licenças relacionadas estão listadas em outro arquivo NON_RPPS_LICENSE que acompanha a atualização ou fixpack do Programa. O Cliente reconhece que leu e concorda com os contratos de licença contidos no(s) arquivo(s) NON_RPPS_LICENSE. Se o Cliente não concordar com os termos destes contratos de licença de terceiros, não poderá utilizar o Código Licenciado Separadamente.

Para Programas adquiridos sob o "IPLA" (Contrato de Licença do Programa Internacional) e para os quais o Cliente for o licenciado do Programa, caso não concorde com os contratos de licença de terceiros, pode retornar o Programa de acordo com os termos e conforme os períodos de tempo especificados na seção "Garantia de Reembolso" do Contrato RPPS IPLA.

Nota: Não obstante quaisquer termos no contrato de licença de terceiros, no Contrato ou em qualquer outro contrato que o Cliente possa ter com a RPPS:

- (a) a RPPS fornece este Código Licenciado Separadamente para o Cliente SEM GARANTIAS DE NENHUM TIPO;
- (b) A RPPS RENUNCIA A TODAS E QUAISQUER GARANTIAS E CONDIÇÕES EXPRESSAS E IMPLÍCITAS, INCLUINDO, MAS NÃO SE LIMITANDO À GARANTIA DE TITULARIDADE, NÃO-VIOLAÇÃO OU INTERFERÊNCIA E ÀS GARANTIAS E CONDIÇÕES IMPLÍCITAS DE COMERCIALIZAÇÃO E ADEQUAÇÃO A UM DETERMINADO PROPÓSITO, EM RELAÇÃO AO CÓDIGO LICENCIADO SEPARADAMENTE;
- (c) a RPPS não se responsabiliza pelo Cliente e não defenderá, indenizará ou inocentará o Cliente por quaisquer reclamações decorrentes ou relacionadas ao Código Licenciado Separadamente; e

-
- (d) a RPPS não é responsável por qualquer dano direto, indireto, acidental, especial, exemplar, punitivo ou conseqüencial, incluindo, mas não se limitando à, a perda de dados, perda de economias e de lucros em relação ao Código Licenciado Separadamente.

Não obstante qualquer disposição em contrário nestas exclusões, na Alemanha e na Áustria, a garantia e a responsabilidade da RPPS para com o Código Licenciado Separadamente são reguladas apenas pelos respectivos termos aplicáveis para a Alemanha e a Áustria nos contratos de licença RPPS.

Nota: A RPPS pode fornecer suporte limitado para determinado Código Licenciado Separadamente. Se tal suporte estiver disponível, os detalhes e quaisquer termos adicionais relacionados a tal suporte serão definidos no documento de Informações sobre Licenciamento.

Os itens a seguir são Código Licenciado Separadamente:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Ambiente Operacional/Operativo Especificado

As especificações do programa e a informação especificada do ambiente operacional/operativo podem ser encontradas na documentação que acompanha o programa, se disponíveis, como um arquivo/ficheiro "readme" ou outra informação publicada pela RPPS, tal como uma carta de anúncio. O Cliente concorda que tal documentação e outro conteúdo do Programa pode ser fornecido apenas no idioma Inglês.

Termos da licença de produção e nao-produção

LICENÇA PADRAO PARA USO NA PRODUÇÃO

Um ambiente de produção corresponde a uma instalação que está disponível para os produtos finais que serao criados no sistema. Os ambientes de produção controlam impressoras e/ou fazem o trabalho produtivo na criação e no gerenciamento de dados para consumo do usuário final. O uso licenciado está limitado ao carregamento de um único servidor e para a funcionalidade permitida pelos recursos do Programa adquiridos.

LICENÇA RESTRITA PARA USO EM AMBIENTE DE NAO-PRODUÇÃO

Um ambiente de nao-produção corresponde a uma instalação que está disponível quando ocorre uma falha no principal ambiente de produção, como um ambiente de recuperação de desastres. A RPPS fornece uma licença restrita que cobre as seguintes categorias de instalação de backup/failover/recuperação:

- Backup

Neste ambiente, o Programa é instalado em um servidor de backup que nao está executando, e os clientes NAO precisam adquirir licenças restritas ou de produção adicionais.

- Espera

Neste ambiente, uma cópia do Programa é mantida sempre em um servidor separado. Esses sistemas sao configurados para fins de recuperação de desastres. Se ocorrer uma falha na instância principal do Programa, a instância em espera será ativada para funcionar como a nova instância principal, e os clientes NAO precisaram adquirir licenças restritas ou de produção adicionais.

- Failover

Neste ambiente, o Programa é configurado em um cluster e uma instância do Programa funciona como a instância principal. Se ocorrer uma falha na instância principal, uma das outras instâncias no

cluster funcionará como a instância principal. Os clientes precisam adquirir uma licença de produção para a instância principal e uma licença restrita para cada instância secundária que estiver instalada e em execução. O uso dessa licença restrita está limitado a uma única instância secundária.

- **Desenvolvimento**

Neste ambiente, o Programa é instalado e executado, mas não é utilizado para desenvolver outros aplicativos, personalizações e processos que interagem com ele. Nenhum produto final é criado no sistema. Qualquer pessoa que estiver realizando o trabalho de desenvolvimento por meio do software deve ser licenciada. Os clientes precisam adquirir uma licença restrita, e o uso está limitado ao trabalho de desenvolvimento de não-produção em um único servidor.

- **Teste/Preparação**

Neste ambiente, o Programa é instalado, executado e utilizado por clientes e/ou por representantes da RPPS para verificar se códigos novos ou personalizados estão funcionando adequadamente. Isso pode ser configurado em servidores separados ou nos mesmos servidores utilizados para executar um ambiente de desenvolvimento ou de produção. Os clientes precisam adquirir uma licença restrita, e o uso está limitado ao trabalho de teste/preparação em um único servidor. Porém, se o teste/preparação for executado no mesmo hardware de servidor utilizado para um ambiente de produção ou desenvolvimento, e a licença apropriada já foi adquirida, nenhuma licença adicional será necessária para o ambiente de teste/preparação.

Os termos da LICENÇA RESTRITA PARA USO EM AMBIENTE DE NÃO-PRODUÇÃO descritos acima aplicam-se aos seguintes recursos e a sua manutenção associada quando adquiridos e instalados com o Programa:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

A menos que sejam aplicados os recursos e os termos associados da Licença restrita para uso em ambiente de não-produção, o Programa e todos os demais recursos serão licenciados sob os termos da LICENÇA PADRÃO PARA USO NA PRODUÇÃO acima descritos.

Termos Exclusivos do Programa

CONSIDERAÇÕES DA ADOBE

De acordo com este documento, o Programa licenciado contém software PostScript, dados legíveis digitalmente codificados de código máquina ("Programas Fonte") codificados num formato especial e criptografados ("Programas Fonte Codificados") fornecidos pela Adobe Systems, Inc., uma empresa da Califórnia ("Adobe") e pode conter outro software fornecido pela Adobe. O software PostScript, Programas Fonte, Programas Fonte Codificados, assim como outro software fornecido pela Adobe (doravante designado coletivamente/colectivamente como "Materiais Fornecidos pela Adobe") que podem estar no Programa, são licenciados sob o/ao abrigo do IPLA.

Desta forma, o cliente é informado que a Adobe é um terceiro beneficiário do IPLA para este Programa e que a Adobe pode obrigar ao IPLA no que concerne aos Materiais Fornecidos pela Adobe. O cliente está autorizado a utilizar o Programa para reproduzir pesos, estilos e versões de letras, números, caracteres e símbolos apenas com os dispositivos de saída que são certificados pela Adobe conforme o funcionamento do Programa. Todos os dispositivos de saída que a RPPS anuncia nos seus lançamentos de produtos mundiais como dispositivos de saída estão certificados pela Adobe para funcionar com o Programa.

O cliente está autorizado a utilizar marcas registradas/registadas utilizadas no Programa para identificar os Programas Fonte Codificados fornecidos pela Adobe e Tipos de Fonte produzidos a partir daí ("Marcas Registradas/Registadas"). As Marcas Registradas/Registadas, se utilizadas pelo cliente, devem ser utilizadas de acordo com a prática de utilização de marca registrada/registada incluindo a identificação do nome do proprietário da marca registrada. As Marcas Registradas/Registadas apenas podem ser utilizadas para identificar impressões produzidas pelos Programas Fonte Codificados. As Marcas Registradas/Registadas pertencem aos proprietários da Marca Registrada/Registada identificados no Programa.

Código SafeNet

A parte de gerenciamento de licença desse Aplicativo de Licença possui um ou mais dos seguintes direitos autorais:

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11. LİSANS BİLGİLERİ

Aşağıda yer alan Programlar, Uluslararası Program Lisans Sözleşmesi (UPLS) ile .

Program Adı: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

Program Numarası: 5648-F35 (AIX) and 5648-F36 (Windows)

Ev Bilgisayarında/Taşınabilir Bilgisayarda Kullanma Yetkisi: Programı, ek lisans ücretlerini ödemededen bir başka bilgisayara kopyalayamayacağınız ve bir başka bilgisayarda kullanamazsınız.

Diğer RPPS Programları için Sınırlı Kullanım Hakları

Bu Programı, "Diğer RPPS Programları" kapsamında sınıflandıran başka bir RPPS Programı'nın ("Asıl Program") bir bölümü olarak edindiyseniz, bu Programı yalnızca Asıl Programı desteklemek amacıyla almış olursunuz ve Asıl Programın lisansında bu Programı kullanım haklarınız sınırlanır. Bu Programa ilişkin olarak Asıl Programın lisans koşulları tarafından sınırlanılmayan ayrı bir lisans edinmek istiyorsanız, lütfen RPPS Satış Temsilcinizle bağlantı kurun.

Sözleşme Dışında Tutulan Bileşenler

Bu paragrafta yer alan hükümler, bu lisansın tabi olduğu yasalar kapsamında geçersiz sayıldıkları veya uygulanamaz olarak değerlendirildikleri sürece geçerli olmazlar. Aşağıda yer alan bileşenler "Sözleşme Dışında Tutulan Bileşenler"dir. Bu Sözleşmedeki veya RPPS ile yapmış olabileceğiniz herhangi bir diğer sözleşmedeki koşullar dikkate alınmaksızın:

- (a) bu tür Sözleşme Dışında Tutulan Bileşenlerin üçüncü kişi sağlayıcıları ("Sağlayıcılar"), bileşenleri HİÇBİR GARANTİ VERMEKSİZİN sağlarlar ve bu tür Sağlayıcılar SÖZLEŞME DIŞINDA TUTULAN BİLEŞENLERLE İLGİLİ OLARAK ÜNVANA, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL, ANCAK BUNLARLA SINIRLI OLMAKSIZIN AÇIK VEYA ZİMNİ, HİÇBİR GARANTİ VERMEZ VE HİÇBİR KOŞUL ÖNE SÜRMEZLER;
- (b) Sağlayıcılar, hiçbir durumda Sözleşme Dışında Tutulan Bileşenlerle ilgili olarak veri kaybı, tasarruf kaybı ve kar kaybı da dahil, ancak bunlarla sınırlı olmaksızın doğrudan, dolaylı, arızı, özel, asıl tazminata ek olarak hükmolunan cezai tazminatlardan veya sonuçta ortaya çıkan herhangi bir zarardan sorumlu değildirler; ve
- (c) RPPS ve Sağlayıcılar, Sözleşme Dışında Tutulan Bileşenlerle ilgili herhangi bir iddiada Size karşı yükümlü değildirler ve Sizi tazmin etmek, savunmak ve Sizin zarara uğramamanızı sağlamakla sorumlu olmayacaklardır.

Bu hariç tutmalar dikkate alınmaksızın, Almanya ve Avusturya'da Sözleşme Dışında Tutulan Bileşenlerle ilgili olarak RPPS'in garanti ve yükümlülüğü yalnızca, RPPS lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullara tabidir.

RPPS'in, belirli Sözleşme Dışında Tutulan Bileşenlere ilişkin kaynak kodunun edinilmesiyle ilgili yönergeler de dahil olmak üzere, Sözleşme Dışında Tutulan Bileşenlerle ilgili olarak Size sağlaması gereken bildirimler ve önemli bilgiler, bu Programla birlikte gönderilen NOTICES dosyasında/dosyalarında bulunabilir.

Sözleşme Dışında Tutulan Bileşenleri kullanımınız, NOTICES dosyasında/dosyalarında yer alan herhangi bir koşula değil, bu Sözleşmenin koşullarına tabidir. Bu Sözleşmede yer alan koşullar, diğer herhangi bir üçüncü kişi tarafından değil, RPPS tarafından sağlanır. Bu Program için gerçekleştirilecek güncellemeler veya düzeltme paketleri ek Sözleşme Dışında Tutulan Bileşenler içerebilir. Bu tür ek Sözleşme Dışında Tutulan Bileşenler ve varsa, bunlarla ilişkili bildirim ve bilgiler, Program güncellemesi veya düzeltme paketiyle birlikte gönderilen diğer bir NOTICES dosyasında yer alır.

Sözleşme Dışında Tutulan Bileşenler aşağıdadır:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

Ayrıca Lisanslanan Kod

Bu paragrafta yer alan hükümler, bu lisansın tabi olduğu yasalar kapsamında geçersiz sayıldıkları veya uygulanamaz olarak değerlendirildikleri sürece geçerli olmazlar. Aşağıda listelenen bileşenlerden her biri "Ayrıca Lisanslanan Kod" olarak değerlendirilir. RPPS Ayrıca Lisanslanan Kodu, Size, RPPS tarafından bu Programla birlikte gönderilen NON_RPPS_LICENSE dosyasında/dosyalarında belirtilen geçerli üçüncü kişi lisans sözleşmesi/sözleşmeleri koşulları kapsamında lisanslanır. Bu RPPS sözleşmesinde veya sizin RPPS ile yapmış olabileceğiniz diğer bir sözleşmede yer alan koşullar dikkate alınmaksızın, Ayrıca Lisanslanan Kod'ların tümünü kullanımınız, aşağıda aksi belirtilmedikçe, bu tür üçüncü kişi lisans sözleşmelerinin koşullarına tabidir.

Program için gerçekleştirilecek güncellemeler veya düzeltme paketleri, ek bir Ayrıca Lisanslanan Kod içerebilir. Bu tür bir ek Ayrıca Lisanslanan Kod ve bununla ilgili lisanslar Program güncellemesi veya düzeltme paketiyle birlikte gönderilen diğer bir NON_RPPS_LICENSE dosyasında yer alır. NON_RPPS_LICENSE dosyasında/dosyalarında bulunan lisans sözleşmelerini okuduğunuzu ve kabul ettiğinizi belirtmiş sayılırsınız. Bu tür üçüncü kişi lisans sözleşmelerinin koşullarını kabul etmiyorsanız, Ayrıca Lisanslanan Kod'u kullanamazsınız.

Uluslararası Program Lisans Sözleşmesi ("UPLS") kapsamında edinilen Programlar için, Programın ilk lisans alan tarafı sizseniz, üçüncü kişi lisans sözleşmelerinde belirtilen koşulları kabul etmiyorsanız, RPPS Uluslararası Program Lisans Sözleşmesi ("UPLS") adlı sözleşmenin "Para İadesi Garantisi" bölümünün koşullarına uygun olarak ve bu bölümde belirtilen süreler içinde Programı iade edebilirsiniz.

Not: Bu üçüncü kişi lisans sözleşmesinde, bu Sözleşmede veya RPPS ile yapmış olabileceğiniz herhangi bir diğer sözleşmedeki koşullar dikkate alınmaksızın:

- (a) RPPS, bu Ayrıca Lisanslanan Kod'u Size HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- (b) RPPS, AYRICA LİSANSLANAN KOD'A İLİŞKİN OLARAK ÜNVANA, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE TİCARİLİK VE BELİRLİ BİR AMACA UYGUNLUK İÇİN ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL OLMAK VE FAKAT BUNLARLA SINIRLI OLMAMAK ÜZERE, AÇIK VE ZİMNİ HİÇBİR GARANTİ VERMEZ VE HİÇBİR KOŞUL ÖNE SÜRMEZ;
- (c) RPPS, Ayrıca Lisanslanan Kod ile ilgili herhangi bir iddiada Size karşı yükümlü değildir ve Sizi bu iddialara karşı tazmin etmek, savunmak ve Sizin zarara uğramamanızı sağlamakla sorumlu olmayacaktır.
- (d) RPPS, Ayrıca Lisanslanan Kod ile ilgili olarak veri kaybı, tasarruf kaybı ve kar kaybı da dahil, ancak bunlarla sınırlı olmaksızın doğrudan, dolaylı, arızı, özel, örnek niteliğinde, cezai veya sonuçta ortaya çıkan herhangi bir zarardan sorumlu değildir.

Bu hariç tutmalar dikkate alınmaksızın, Almanya ve Avusturya'da Ayrıca Lisanslanan Kod ile ilgili olarak RPPS'in garanti ve yükümlülüğü yalnızca, RPPS lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullara tabidir.

Not: RPPS, bazı Ayrıca Lisanslanan Kod'lara ilişkin sınırlı destek sağlayabilir. Bu tür bir destek sağlandığında, bu tür bir desteğe ilişkin ayrıntılar ve tüm ek koşullar Lisans Bilgileri belgesinde belirtilecektir.

Ayrıca Lisanslanan Kod aşağıdadır:

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

Tanımlanmış İşletim Ortamı

Programın belirtileri ve tanımlanmış işletim ortamı bilgileri, Programla birlikte gönderilen, varsa README dosyası gibi belgelerde veya RPPS tarafından yayınlanan duyuru mektubu gibi diğer bilgilerde bulunabilir. Bu tür belgelerin ve diğer Programa ilişkin içeriğin yalnızca İngilizce olarak sağlanabileceğini kabul edersiniz.

Üretim ve üretim-dışı lisans şartları

ÜRETİM KULLANIMI İÇİN STANDART LİSANS

Bir üretim ortamı sistemde oluşturulacak nihai ürünler için kullanılan bir kurulumdur. Üretim ortamlarında yazıcılar kullanılır ve/veya son kullanıcı tüketimi için veri oluşturmak ve yönetmek için verimli bir çalışma yürütülür. Lisanslı kullanım tek bir sunucuya yüklemeyle ve edinilen Program özelliğinin/özelliklerinin izin verdiği fonksiyonlarla sınırlıdır.

ÜRETİM DIŞI KULLANIM İÇİN SINIRLI LİSANS

Üretim dışı bir ortam, bir felaket kurtarma ortamı gibi, ana üretim ortamı çöktüğünde kullanılan bir kurulumdur. RPPS, aşağıdaki yedekleme/yük devretme/kurtarma kurulumu kategorilerini kapsayan sınırlı lisans vermektedir:

- Yedekleme

Bu ortamda, Program bir yedekleme sunucusuna kuruludur ve çalışmaz ve müşterilerin ilave sınırlı lisanslar veya üretim lisansları satın almaları GEREKMEZ.

- Yedek

Bu ortamda, Programın bir kopyası her zaman ayrı bir sürücüde tutulur. Bu sistemler felaket kurtarma amacıyla yapılandırılır. Programın ilk kopyası çöktüğü takdirde, yedek kopyası yeni birinci kopya olarak çalışmak üzere etkinleşir ve müşterilerin ilave sınırlı lisanslar veya üretim lisansları satın almaları GEREKMEZ.

- Yük Devretme

Bu ortamda, Program bir kümede yapılandırılır ve programın bir kopyası birinci kopya olarak hareket eder. Bu birinci kopya çökerse, kümedeki diğer kopyalardan biri birinci kopya olarak hareket eder. Müşterilerin birinci kopya için bir üretim lisansı ve kurulan ve çalışan her ikincil kopya için bir sınırlı lisans almaları gerekir. Bu sınırlı lisans, tek bir ikinci kopya kullanımı ile sınırlanmıştır.

- Geliştirme

Bu ortamda, Program kurulur ve çalışır ama programla etkileşen başka uygulamalar, özelleştirmeler ve işlemler geliştirmek için kullanılır; sistem tarafından nihai ürün üretilmez. Yazılımı kullanan

geliştirme çalışması yapan her kişi lisanslanmalıdır. Müşteriler bir sınırlı lisans satın almalıdır ve kullanımı, tek bir sunucuda üretim dışı geliştirme çalışmasıyla sınırlıdır.

- Test/Hazırlama

Bu ortamda, Program kurulur ve çalıştırılır ve müşteriler ve/veya RPPS temsilcileri tarafından yeni veya özelleştirilmiş kodun doğru çalışıp çalışmadığını kontrol etmek için kullanılır. Bu, bir geliştirme veya üretim ortamını çalıştırmak için kullanılan farklı sunucularda veya aynı sunucularda yapılabilir. Müşteriler bir sınırlı lisans satın almalıdır ve kullanımı, tek bir sunucuda test/hazırlama çalışmasıyla sınırlıdır. Bununla birlikte, test/hazırlama, üretim ve geliştirme için kullanılan sunucu donanımında yapılıyorsa ve ilgili lisans zaten satın alınmışsa, test/staj ortamı için ek lisans gerekmez.

Yukarıdaki ÜRETİM DIŞI KULLANIM İÇİN SINIRLI LİSANS şartları aşağıdaki özellikler ve Programla birlikte satın alındıkları ve kurulduklarındaki ilgili bakım için geçerlidir:

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

Sınırlı Üretim Dışı Kullanım Lisansı özellikleri ve ilgili şartları uygulanmadığı sürece, Program ve tüm diğer özellikleri yukarıdaki STANDART ÜRETİM LİSANSI ile lisanslanır.

Programa Özgü Koşullar

ADOBE'YE İLİŞKİN DİKKAT EDİLECEK NOKTALAR

İşbu belgeyle lisanslanan Program, merkezi Kaliforniya'da bulunan Adobe Systems, Inc. adlı bir şirket ("Adobe") tarafından özel bir biçimde kodlanan ve şifrelenen ("Kodlanan Yazı Tipi Programları"), dijital olarak kodlanan, makine tarafından okunabilir dış çizgi verileri ("Yazı Tipi Programları") olan PostScript yazılımını içerir ve Adobe tarafından sağlanan diğer yazılımları içerebilir. PostScript yazılımı, Yazı Tipi Programları, Kodlanmış Yazı Tipi Programları ve bu Programın içinde bulunabilecek ve Adobe tarafından sağlanan diğer tüm yazılımlar (işbu belgede bundan böyle toplu olarak "Adobe Tarafından Sağlanan Malzemeler" ("Adobe Provided Materials") olarak anılacaktır) size IPLA kapsamında lisanslanacaktır.

İşbu belgeyle Size Adobe'nin bu Programla ilgili olarak IPLA'nin üçüncü kişi lehdarı olduğu ve Adobe Tarafından Sağlanan Malzemelerle ilişkili olarak IPLA'yi uygulamaya koyabileceği bildirilmektedir. Bu Programı yalnızca Programla çalışabilirliği Adobe tarafından onaylanan çıktı aygıtlarını kullanarak harflerin, rakamların, karakterlerin ve simgelerin ağırlıklarını, stillerini ve sürümlerini, türetmek için kullanabilirsiniz. RPPS'in dünya çapındaki ürün duyurularında çıktı aygıtı olarak duyurduğu tüm çıktı aygıtlarının, bu Programla çalışacağı Adobe tarafından onaylanmıştır.

Bu Programda kullanılan ticari markaları, Adobe tarafından sağlanan Kodlanmış Yazı Tipi Programlarını ve bunlardan üretilen Yazıyüzü Ailelerini tanımlamak için kullanabilirsiniz ("Ticari Markalar"). Sizin tarafınızdan kullanılırsa Ticari Markalar, ticari marka sahibinin adını tanımlama özelliği de dahil olmak üzere, onaylanan ticari marka uygulamasıyla bağlantılı olarak kullanılacaktır. Bu Ticari Markalar, yalnızca Kodlanmış Yazı Tipi Programları tarafından üretilen yazılı çıktıları tanımlamak için kullanılabilir. Bu Ticari Markalar, Programın içinde Ticari Marka sahibi olarak tanımlanan Ticari Marka sahiplerinin malıdır.

SafeNet kodu

Bu Lisans Başvurusunun lisans yönetimi kısmı aşağıdaki telif haklarından birini veya daha fazlasını temel alır:

Sentinel ® RMS
Telif Hakkı 1989-2006 SafeNet, Inc.
Tüm hakları saklıdır.

Sentinel ® Caffé (TM)
Telif Hakkı 2008-2009 SafeNet, Inc.
Tüm hakları saklıdır.

Sentinel ® EMS
Telif Hakkı 2008-2009 SafeNet, Inc.
Tüm hakları saklıdır.

12. 许可证信息

除国际软件许可协议 (IPLA) 中的条款和条件外, 下列各程序按照下述条款和条件被授权使用。

程序名称: InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

程序号: 5648-F35 (AIX) and 5648-F36 (Windows)

家用/便携式计算机上的使用授权: 如未交付附加许可费用, 不得在其他机器上复制和使用本程序。

其他 RPPS 程序的有限使用权利

如果您已作为另一个 RPPS 程序 (“主程序”) 的一部分获得本程序, 该主程序把本程序列在 “其他 RPPS 程序” 下面, 您仅为了支持主程序接收本程序, 并且您使用本程序的权利将受主程序许可的限制。如果您希望获得的本程序单独许可不受主程序的许可条款的限制, 请与您的 RPPS 销售代表联系。

除外组件 (Excluded Component)

如果本段的规定在管辖本许可的法律下无效或无法执行, 则不适用本段的规定。下面所列的组件是 “除外组件”。无论本协议或您与 RPPS 签署的任何其他协议中有任何条款:

- (a) 此类 “除外组件” 的第三方供应商 (“供应商”) 提供这些组件, 但不提供任何种类的保证, 并且此类供应商声明免除任一和全部的明示的和暗含的保证和条件, 包括但不限于, 关于除外组件的所有权、非侵权或冲突的保证以及暗含的关于适销和适用于某种特定用途的保证和条件;
- (b) 任何情况下, 对于与 “除外组件” 相关的任何直接的、间接的、附带的、特别的、惩戒性的、惩罚性的或后果性的损害赔偿, 包括但不限于数据的丢失、可节省金额的损失和利润的损失, 供应商无须负责; 并且
- (c) 对于由于 “除外组件” 引起的或与之相关的任何索赔, RPPS 和此类供应商将无须向您负责, 也不为您抗辩、向您赔偿或使您免遭损失。

尽管有这些排除情况, 在德国和奥地利, RPPS 对除外组件的保证和责任仅受 RPPS 许可协议中分别适用于德国和奥地利的条款的管辖。

RPPS 需要向您提供的关于除外组件的声明和重要信息 (包括关于获得某些除外组件的源代码的指导说明) 可以在本程序随附的 NOTICES 文件中找到。

您使用除外组件须受本协议条款的管辖, 而不受 NOTICES 文件中所包含条款的管辖。本协议中包含的条款由 RPPS 提供, 而不是由任何其他方提供。将来本程序的更新版本或修订包可能包含附加的除外组件。此类附加的除外组件及相关声明和信息 (如有) 将列在本程序的更新版本或修订包随附的另一个 NOTICES 文件中。

以下为除外组件:

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP

- SafeNet code

单独许可代码

如果本段的规定在管辖本许可的法律下无效或无法执行，那么不适用本段的规定。下面所列的每个组件均视为“单独许可代码”。根据本程序随附的 NON_RPPS_LICENSE 文件中规定的适用的第三方许可协议的条款将“RPPS 单独许可代码”许可给您。无论本协议或您与 RPPS 签署的任何其他协议中有任何条款，此类第三方许可协议将管辖您对所有“单独许可代码”的使用，下面另行声明的除外。

将来本程序的更新版本或修订包可能包含附加的“单独许可代码”。此类附加的“单独许可代码”及相关许可列在本程序的更新版本或修订包随附的另一个 NON_RPPS_LICENSE 文件中。您承认您已阅读并同意 NON_RPPS_LICENSE 文件中包含的许可协议。如果您不同意这些第三方许可协议的条款，您不得使用“单独许可代码”

对于根据“国际软件许可协议”（“IPLA”）或“无保证软件的国际许可协议”（“ILAN”）获得的程序，如果您不同意这些第三方许可协议，但您是本程序原始的被许可方，您可以按照 RPPS IPLA 或 ILAN 协议中“退款保证”部分的条款退还本程序。

请注意：无论第三方许可协议、本协议或您与 RPPS 签署的任何其他协议中有任何条款：

- (a) RPPS 将此单独许可代码提供给您，但不提供任何种类的保证；
- (b) RPPS 声明免除任一和全部的明示的和暗含的保证和条件，包括但不限于，关于单独许可代码的所有权、非侵权或冲突的保证以及暗含的关于适销和适用于某种特定用途的保证和条件；
- (c) 对于由于“单独许可代码”引起的或与之相关的任何索赔，RPPS 将无须向您负责，也不为您抗辩、向您赔偿或使您免遭损失
- (d) 对于与“单独许可代码”相关的任何直接的、间接的、附带的、特别的、惩戒性的、惩罚性的或后果性的损害赔偿，包括但不限于数据的丢失、可节省金额的损失和利润的损失，RPPS 无须负责。

尽管有这些排除情况，在德国和奥地利，RPPS 对单独许可代码的保证和责任仅受 RPPS 许可协议中分别适用于德国和奥地利的条款的管辖。

注意：RPPS 可对某些“单独许可代码”提供有限支持。如果提供了此类支持，将在“许可信息”文档中规定与此类支持有关的详细信息和任何附加条款。

以下是单独许可代码：

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

指定操作环境

有关本程序说明和指定操作环境的信息，可以在随本程序提供的文档例如说明文件中（如有）找到，也可通过 RPPS 公布的其他信息，例如公告函件找到。您同意这类文档或其他程序内容可能仅以英语形式提供。

生产和非-生产许可证条款

用于生产用途的标准许可证

生产环境是指用于在系统上创建最终产品的安装。生产环境可驱动打印机和/或执行生产任务，以便创建和管理可供最终用户使用的数据。许可使用只限于加载到单台服务器上，且只适用于必要“程序”功能部件所允许的功能。

用于非生产用途的受限许可证

非生产环境是指在主生产环境发生故障的情况下使用的一种安装，例如，灾难恢复环境。RPPS 提供的受限许可证适用于以下类别的备份/故障转移/恢复安装：

- 备份

在这种环境中，"程序"可安装在备份服务器上但不会运行，而且不要求客户购买附加受限许可证或生产许可证。

- 备用

在这种环境中，"程序"副本会一直在一台单独的服务器上进行维护。这些系统是为灾难恢复目的而配置的。如果"程序"的主实例发生故障，则备用实例就会被激活以充当新的主实例，并且不要求客户购买附加的受限许可证或生产许可证。

- 故障转移

在这种环境中，"程序"以集群方式进行配置，并且"程序"的一个实例会充当主实例。如果主实例发生故障，那么集群中其他的某个实例将充当主实例。客户需要为主实例购买生产许可证，并为每个已安装并正在运行的辅助实例购买受限许可证。这类受限许可证仅可用于单个辅助实例。

- 开发

在这种环境中，"程序"已安装并正在运行，但只用于开发可与之交互的其他应用程序、定制功能和过程；不会在系统上创建最终产品。使用此软件进行开发工作的任何人员都必须获得许可。客户需要购买受限许可证，而且只能使用此许可证在单台服务器上进行非生产开发工作。

- 测试/转移

在这种环境中，"程序"已安装并正在运行，可供客户和/或 RPPS 代表用于验证新的或定制的代码是否正确运行。此"程序"可转移到单独的服务器或用于运行开发或生产环境的服务器上。客户需要购买受限许可证，而且只能使用此许可证在单台服务器上进行测试/转移工作。但是，如果测试/转移不是在生产或开发环境所使用的相同服务器硬件上执行，并已购买了相应的许可证，则无需为测试/转移环境购买附加许可证。

以上"用于非生产用途的受限许可证"条款适用于随"程序"一起购买并安装的以下功能部件及其相关维护：

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

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程式名稱：InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

程式號碼：5648-F35 (AIX) and 5648-F36 (Windows)

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若貴客戶係以本程式作為其他 RPPS 程式（「主體程式」）一部分之方式獲得本程式，則主體程式應將本程式列為「其他 RPPS 程式」，貴客戶僅得於支援主體程式而收受本程式，且貴客戶對本程式之使用權，應受主體式授權限制。若貴客戶意欲取得未受主體程式授權條款限制之另一份本程式授權，請洽詢貴客戶之 RPPS 銷售代表。

排除元件

倘適用本授權合約之準據法國家/地區法令認定本段落之條款無效或無法執行，則不適用。下列元件為「排除元件」，縱使於本 RPPS 合約或其他任何貴客戶可能與 RPPS 所簽署之任何其他合約有任何條款：

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下列為「排除元件」：

- Apache Derby
- Apache Ghostscript PCL
- Apache Jakarta Commons Libraries
- Apache Tomcat
- Independent JPEG Group
- International Components for Unicode ICU4C
- International Components for Unicode ICU4J
- OpenLDAP
- SafeNet code

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- (c) 凡因「獨立授權程式碼」所致或與其相關或之任何主張，對於貴客戶，RPPS 均不負責且不予以辯護、賠償或使貴客戶免除法律責任。
- (d) 凡與「獨立授權程式碼」相關之任何直接、間接、附隨、特殊、懲罰性或衍生之損害，包括且不限於資料滅失、盈餘損失、營利損失，RPPS 概不負責。

縱使有此等排除條款，在德國及奧地利，RPPS 對「獨立授權程式碼」之保證與責任，僅由適用於德國與奧地利之 RPPS 授權合約個別條款所拘束。

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下列為「獨立授權程式碼」：

- IBM Java 6.0 SR8 for AIX and Windows; both 32-bit and 64-bit versions
- Monotype Imaging Fonts

特定作業環境

如果本程式有檢附文件，則在程式所檢附文件（如 Readme 檔）或在 RPPS 所公佈的其他資訊（如通知函）中，可找到程式規格及指定的作業環境資訊。貴客戶同意，該文件及其他程式內容可能僅以英文提供。

生產及非生產授權條款

生產使用的標準授權

生產環境是一種安裝作業，適合在系統上建立最終的產品時使用。生產環境可驅動印表機，及/或在建立和管理一般使用者所耗用的資料時執行生產工作。您只能在單一伺服器上載入授權的用法，並僅限於執行程式功能所需的功能。

非生產使用的限制授權

非生產環境是一種安裝作業，適合在主要生產環境失敗時 (例如災難復原環境) 使用。RPPS 提供了限制授權，其涵蓋下列備份/容錯移轉/復原安裝類別：

- 備份
在此環境中，程式將安裝在備份伺服器中但不會執行，客戶「不」需要購買其餘限制或生產授權。
- 待命
在此環境中，個別的伺服器將隨時保留一份程式複本。將針對災難復原用途配置這些系統。當程式的主要例項失敗，系統將啟動待命例項來作為新的主要例項，客戶「不」需要購買其餘限制或生產授權。
- 容錯移轉
在此環境中，將在叢集中配置程式，並將程式的一個例項當成主要例項。如果主要例項失敗，則將叢集的其他一個例項當成主要例項。客戶需要為主要例項購買生產授權，並為安裝與執行的每個次要例項購買一份限制授權。此限制授權只能針對單一備份例項使用。
- 開發
在此環境中將安裝與執行程式，但目的是開發與其互動的其他應用程式、自訂和程序；不會在系統上建立最終產品。使用軟體執行開發工作的所有人員皆必須經過授權。客戶需要購買限制授權，並只能在單一伺服器上執行非生產開發工作。
- 測試/分段執行
在此環境中將安裝與執行程式，客戶和/或 RPPS 代表將使用該程式，驗證全新或自訂的程式碼是否正常執行。這項工作可在個別的伺服器上分段執行，或在用來執行開發或生產環境的同一部伺服器上執行。客戶需要購買限制授權，並只能在單一伺服器上執行測試/分段執行工作。然而，如果在執行生產或開發環境的同一個伺服器硬體上進行測試/分段執行，並且已購買適當的授權，則不需要為測試/分段執行環境購買其餘授權。

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| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|--|-----------------|--------------------------------------|-----------------------|
| Restricted Use Base License AIX | 0039 | D8LW | U5CDC1 |
| Restricted Use Japanese Postscript Fonts AIX | 0040 | D8MA | U5CEC1 |
| Restricted Use Print-on-Demand AIX | 0041 | D8MB | U5CFC1 |
| Restricted Use PPFA AIX | 0042 | D8MC | U5CGC1 |
| Restricted Use SAP Print AIX | 0043 | D8MD | U5CHC1 |
| Restricted Use Base License Windows | 0027 | D8ME | U5B9C1 |
| Restricted Use Print-on-Demand Windows | 0028 | D8MF | U5CAC1 |

| Feature | US feature code | Asia Pacific, Canada feature code??? | European feature code |
|----------------------------------|-----------------|--------------------------------------|-----------------------|
| Restricted Use PPFA Windows | 0029 | D8MG | U5CGC1 |
| Restricted Use SAP Print Windows | 0030 | D8MD | U5CCC1 |

除非適用「非生產使用的限制授權」功能及相關條款，否則將依據上述的「生產使用的標準授權」來授權程式及其餘所有功能。

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InfoPrint Manager for AIX (V4.3) and InfoPrint Manager for Windows (V2.3)

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- Monotype Imaging Fonts

IBM Java 6.0 SR8 for AIX and Window; both 32-bit and 64-bit versions

1.1 IBM Java 6.0 SR8 for AIX (both 32-bit and 64-bit versions)

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Circumstances may arise where, because of a default on IBM's part or other liability, You are entitled to recover damages from IBM. In each such instance, regardless of the basis on which You may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to IBM's Program developers and suppliers. It is the maximum for which they and IBM are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. LOSS OF, OR DAMAGE TO, DATA;
2. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5. General

1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
3. You agree to comply with all applicable export and import laws and regulations.

4. You agree to allow IBM to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).
5. Neither You nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
6. Neither You nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.

6. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and IBM consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license.

1.1.1.2 Part 2 - Country-unique Terms

AMERICAS

ARGENTINA: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ.

CANADA: General (Section 5): The following replaces item 7:

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable."

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws in the Province of Ontario"

PERU: Limitation of Liability (Section 4): The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5): The following is added to this section:

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

ASIA PACIFIC

AUSTRALIA: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4): The following is added:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State or Territory in which You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4): The following replaces the terms of items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): The following replaces the terms of item 5:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5): The following is inserted after item 5:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4): The word "SPECIAL" in item 2 of the third paragraph is deleted:

NEW ZEALAND: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4): The following is added:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): The following is added:

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4): The following replaces the terms of item 2 of the third paragraph:

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4): The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.

General (Section 5): The following replaces the terms of item 7:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

No Warranty (Section 3): In the European Union, the following is added at the beginning of this section:

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions of this Section 3.

Limitation of Liability (Section 4): In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4): In France and Belgium, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by:

- 1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;
- 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna;
- 3) "the laws of Finland" in Estonia, Latvia, and Lithuania;
- 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and
- 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

Jurisdiction

The following exceptions are added to this section:

- 1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City);
- 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts;
- 3) in Belgium and Luxembourg, for all disputes arising out of this Agreement or related to its interpretation or its execution, only the law and the courts of the capital of the country in which Your registered office and/or commercial office is located are competent;
- 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris;
- 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow;

- 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg;
- 7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey;
- 8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and
- 9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules.

The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: No Warranty (Section 3): The terms of this section are completely replaced by the following:

The following limited warranty applies if You have paid a charge to obtain the Program: \

The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. You are responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available. You may return the Program to the party from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it to obtain the refund.

This is our sole obligation to You, except as otherwise required by applicable statutory law.

General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

GERMANY: No Warranty (Section 3): The same changes apply as those in No Warranty (Section 3) under Austria above.

Limitation of Liability (Section 4): The following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence.

General (Section 5): The following replaces the terms of item 5:

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (No Warranty) of this Agreement.

HUNGARY: Limitation of Liability (Section 4): The following is added at the end of this section:

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: No Warranty (Section 3): The following is added to this section:

Except as expressly provided in these terms and conditions, or section 12 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980 ("the 1980 Act")), all conditions and warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for (a) death or personal injury caused by the negligence of IBM, and (b) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.

2. Except as provided in item 1 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to any of IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

ITALY: General (Section 5): The following is added to this section:

IBM and Customer (hereinafter, individually, "Party") shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations.

SLOVAKIA: Limitation of Liability (Section 4): The following is added to the end of the last paragraph:

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

General (Section 5): The terms of item 5 are replaced with the following:

THE PARTIES AGREE THAT, AS DEFINED BY APPLICABLE LOCAL LAW, ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER THAN FOUR YEARS FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

SWITZERLAND: General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

UNITED KINGDOM: No Warranty (Section 3): The following replaces the first sentence in the first paragraph of this section:

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, IBM MAKES NO WARRANTY OR CONDITION EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM.

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of IBM;

b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and

c. subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.

2. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) \$75,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Z125-5589-03 (06/2006)

LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the International License Agreement for Non-Warranted Programs.

Program Name: IBM(R) 32-bit SDK for AIX(TM), Java(TM) Technology Edition, Version 6

Program Number: TOOLS

Authorization for Use on Home/Portable Computer: The Program may be stored on the primary machine and another machine, provided that the Program is not in active use on both machines at the same time.

Limited Use Rights for Other IBM Programs

If You acquired this Program as part of another IBM Program ("Principal Program") that lists this Program under "Other IBM Programs", You received this Program only in support of the Principal Program, and Your rights to use this Program will be limited by the license of the Principal Program. Please contact Your IBM Sales Representative if You wish to acquire a separate license to this Program not limited by the Principal Program's license terms.

Excluded Components

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. The components listed below are "Excluded Components." Notwithstanding any of the terms in the Agreement or any other agreement You may have with IBM

(a) the third party suppliers of such Excluded Components ("Suppliers") provide the components WITHOUT WARRANTIES OF ANY KIND and, such Suppliers DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND

CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCLUDED COMPONENTS;

(b) in no event are the Suppliers liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to lost data, lost savings, and lost profits, with respect to the Excluded Components; and,

(c) IBM and the Suppliers are not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Excluded Components.

Notwithstanding these exclusions, in Germany and Austria, IBM's warranty and liability for the Excluded Components is governed only by the respective terms applicable for Germany and Austria in the IBM license agreements.

Notices and important information that IBM is required to provide to You with respect to the Excluded Components, including instructions for obtaining source code for certain Excluded Components, may be found in the NOTICES file(s) that accompanies the Program.

Your use of the Excluded Components is governed by the terms of the Agreement and not by any terms that may be contained in the NOTICES file(s). The terms contained in the Agreement are offered by IBM and not by any other party. Future Program updates or fixpacks may contain additional Excluded Components. Such additional Excluded Components, and related notices and information, if any, will be listed in another NOTICES file that accompanies the Program update or fixpack.

The following are Excluded Components:

Apache Harmony :-

- * Annotation (Subversion: r573440 2007-09-11 (Arena R4745))
- * Beans (Subversion: r573440 2007-09-11 (Arena R4745))
- * jndi (Subversion: r573440 2007-09-11 (Arena R4745))
- * lang-management (Subversion: r573440 2007-09-11 (Arena R4745))
- * logging (Subversion: r573440 2007-09-11 (Arena R4745))
- * security (Subversion: r573440 2007-09-11 (Arena R4745))
- * sql (Subversion: r573440 2007-09-11 (Arena R4745))
- * java.util (part of luni) (Subversion: r573440 2007-09-11 (Arena R4745))

Redistribution Information

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