

IBM License Information document

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LICENSE INFORMATION

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

Program Name: IBM Lotus Domino 6.5.6

Program Number: 5724-E70

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.

Program Name: IBM Lotus Domino Enterprise Server 6.5.6

Program Number: CC000278

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.

Program Name: IBM Lotus Domino Messaging Server 6.5.6

Program Number: CC001472

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.

Program Name: IBM Lotus Domino Utility Server 6.5.6

Program Number: CC001471

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.

Program Name: IBM Lotus Domino Collaboration Express 6.5.6

Program Number: CC002652

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.

Program Name: IBM Lotus Domino Utility Server Express 6.5.6

Program Number: CC002653

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.

Program Name: IBM Lotus Domino Messaging Express 6.5.6

Program Number: CC002982

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.

Other IBM Programs

The Program is licensed as a multi-product package and includes other products distributed with the Program ("Other IBM Programs"). You are authorized to install and use such Other IBM Programs only in association with Your licensed use of the Program under this Agreement. The Other IBM Programs may not be used for any other purpose. You are not authorized to transfer or remarket the Other IBM Programs. The terms of the Program's Agreement may replace or modify the license terms for the Other IBM Programs. In the event of conflict, the Program's terms supersede the terms of the license agreement which accompanies the Other IBM Programs. When Your right to use the Program expires or terminates, You must discontinue use, destroy or promptly return all copies of the Other IBM Programs to the party from whom You acquired it; if You downloaded the Other IBM Programs contact the party from whom You acquired it. If You wish to license the Other IBM Programs for any use beyond the limits set forth above, please contact an IBM Sales Representative or the party from whom You acquired it to obtain the appropriate licenses.

The following are Other IBM Programs licensed with the Programs:

IBM Lotus Workflow

IBM Lotus Domino Document Manager

IBM WebSphere Application Server

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:

- pStack
- PERL
- S/MIME
- zlib
- Net-SNMP
- DNS Resolvers
- JPEG
- Apache Regular Expression Parser
- Apache Axis Soap
- SNIA CIMOM
- JTOpen
- ICU4J
- ICU4C
- InfoZip Unzipsfx stub file
- WSDL

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 IBM, such as an announcement letter.

Program-unique Terms

As used in this document, "Authorized User" shall mean one and only one individual, machine, program, or device with a specific identity within or outside Your enterprise whose identity is validated when accessing a IBM Lotus Domino server. The Authorized User's unique identity could be defined by their Notes ID/password ("PW") combination, their IBM Lotus Domino HTTP Name/PW combination, or any other third party authentication source which defines the Authorized User's unique identity.

The term "Program" is used below to refer to the specific software program for which the specific paragraph is entitled. By way of example, the "Program" in the paragraph entitled "IBM Lotus Domino Messaging Server" refers to IBM Lotus Domino for Messaging Server, and the "Program" in the paragraph entitled "IBM Lotus Domino Enterprise Server" refers to IBM Lotus Domino for Enterprise Server.

The term "CAL" is used below to refer to Client Access License, which provides the user the right to connect and interact with an IBM Lotus Domino server. Notwithstanding the foregoing, You do not need to acquire a CAL for anyone whose sole and exclusive function is to administer any IBM Lotus Domino server.

These license terms apply to IBM Lotus Domino on all platforms with the exception of the zSeries operating system (zOS), which can be acquired under a separate license agreement.

When acquiring a IBM Lotus Domino server, You may also be provided with the right to use other IBM program(s) (collectively, the "Additional Programs, individually the "Additional Program"). The Additional Programs are governed by separate license terms, which terms are further modified herein.

You may use the Additional Program known as IBM WebSphere Application Server solely and exclusively in conjunction with Your use of IBM Lotus Domino Enterprise Server or IBM Lotus Domino Utility Server as expressly provided below, and for no other purpose, and subject to the separate license terms accompanying IBM WebSphere Application Server. You may use the Additional Programs known as IBM Lotus Workflow and IBM Lotus Domino Document Manager solely and exclusively in conjunction with Your use of IBM Lotus Domino Utility Server and for no other purpose, and subject to the separate license terms accompanying such Additional Programs. Nothing herein shall be deemed to modify or restrict any valid licenses You may have to any other IBM software programs which You acquired separately from the IBM Lotus Domino server.

IBM Lotus Domino Messaging Server

You are authorized to use the Program in accordance with the authorized use specified in the Proof of Entitlement for the Program. You must acquire a Proof of Entitlement for each value unit required per processor on each server hardware on which You install the Program. In addition, You must acquire one IBM Lotus Notes for Messaging CAL, IBM Lotus Domino Web Access for Messaging CAL, IBM Lotus WebMail for Messaging CAL, IBM Lotus Notes for Collaboration CAL, or IBM Lotus Domino Web Access for Collaboration CAL for each user with a unique Notes/Domino Web Access/WebMail ID that is issued by, or on behalf of, Your enterprise. The number of unique IDs required is measured by the total number of "Authorized Users".

A valid Proof of Entitlement to IBM Lotus Domino Messaging Server provides the right to:

1. Provide access to any application based on one of the following templates, which are included in or packaged with the Program: Messaging/Calendar & Scheduling, Personal Directory, Personal Journal, Discussion, and Document Libraries. You may modify only those templates on which the mail files are based; and
2. Install more than one instance of the Program on the same server hardware using IBM Lotus Domino partitioning technology.

A valid Proof of Entitlement to IBM Lotus Domino Messaging Server does not include the right to:

1. Use any application other than those specifically listed above;
2. Install or use IBM Lotus Domino Enterprise, or IBM Lotus Domino Utility Server;
3. Use IBM Lotus Domino clustering technology; or
4. Use IBM WebSphere Application Server.

IBM Lotus Domino Enterprise Server

You are authorized to use the Program in accordance with the authorized use specified in the Proof of Entitlement for the Program. You must acquire a Proof of Entitlement for each value unit required per processor on each server hardware on which You install the Program. In addition, You must acquire one IBM Lotus Notes for Messaging CAL, IBM Lotus Domino Web Access for Messaging CAL, IBM Lotus WebMail for Messaging CAL, IBM Lotus Notes for Collaboration CAL, or IBM Lotus Domino Web Access for Collaboration CAL for each user with a unique Notes/Domino Web Access/WebMail ID that is issued by, or on behalf of, Your enterprise. The number of unique IDs required is measured by the total number of "Authorized Users".

A valid Proof of Entitlement to IBM Lotus Domino Enterprise Server provides the right to:

1. Provide access to applications based on any template included in or packaged with the Program, and/or any custom application that You either developed or acquired from a third party;
2. Install more than one instance of the Program on the same server hardware using IBM Lotus Domino partitioning technology;
3. Use IBM Lotus Domino clustering technology;
4. Install copies of IBM WebSphere Application Server provided with or for the Program to be used solely and exclusively in conjunction with the Program as described in the Preamble above, equal to the number of copies of the Program installed on the same server hardware which, however, may not to be clustered with other server hardware also running IBM WebSphere Application Server for the purposes including, but not limited to, the following: high availability, fail over or other performance optimization requirements, and subject to the following restrictions: a) Your use of IBM WebSphere Application Server must be based solely on IBM Lotus Domino objects and data, and not integrate other data sources; and b) Your authorized use of IBM WebSphere Application Server does not include use of the JCA connector, Enterprise JavaBean or clustering functionality of IBM WebSphere Application Server.

All rights granted under IBM Lotus Domino Messaging Server are included in IBM Lotus Domino Enterprise Server.

IBM Lotus Domino Utility Server

You are authorized to use the Program in accordance with the authorized use specified in the Proof of Entitlement for the Program. You must acquire a Proof of Entitlement for each value unit required per processor on each server hardware on which You install the Program.

A valid Proof of Entitlement to IBM Lotus Domino Utility Server provides the right to:

1. Provide access to applications based on any template included in or packaged with the Program, and/or any custom application that You either developed or acquired from a third party; provided, however, You may not use the Program, any template or any application (whether included in the Program, You developed or acquired from a third party) to provide an individual user's primary personal mailbox;
2. Install more than one instance of the Program on the same server hardware using IBM Lotus Domino partitioning technology;
3. Use IBM Lotus Domino clustering technology;
4. Install copies of IBM WebSphere Application Server provided with or for the Program to be used solely and exclusively in conjunction with the Program as described in the Preamble above, equal to the number of copies of the Program installed on the same server hardware which however may not to be clustered with other server hardware also running IBM WebSphere Application Server for the purposes including, but not limited, to the following: high availability, fail over or other performance optimization requirements, and subject to the following restrictions: a) Your use of IBM WebSphere Application Server must be based solely on IBM Lotus Domino objects and data, and not integrate other data sources; and b) Your authorized use of IBM WebSphere Application Server does not include use of the JCA connector, Enterprise JavaBean or clustering functionality of IBM WebSphere Application Server;

and

5. Install copies of IBM Lotus Workflow and IBM Lotus Domino Document Manager provided with or for the Program to be used solely and exclusively in conjunction with the Program as described in the Preamble above, equal to the number of copies of the Program installed on the same server hardware.

A valid Proof of Entitlement to IBM Lotus Domino Utility Server does not provide the right to:

1. Provide an individual user's primary personal mailbox.

IBM Lotus Domino Collaboration Express

Where the Program is IBM Lotus Domino Collaboration Express, (i) the Program is licensed on a per-user basis for use only by Your employees and independent contractors, and those of a Related Company (collectively, "Your company"); (ii) You must acquire one Domino Collaboration Express license for each user who accesses the Program; and (iii) the Program use is limited to companies of no more than one thousand (1,000) employees and/or independent contractors; therefore, Your company may not acquire more than a total of one thousand (1,000) Domino Collaboration Express licenses or Domino Messaging Express licenses combined. For purposes herein, a "Related Company" is any corporation, company, or other entity which: (i) is Controlled by You; (ii) Controls You; or (iii) is under common Control with You. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly by the controlling entity. An entity is considered to be a Related Company only so long as such ownership exists.

A valid Proof of Entitlement to IBM Lotus Domino Collaboration Express provides the right to:

1. Provide access to applications based on any template included in or packaged with the Program, and/or any custom application that You either developed or acquired from a third party;
2. Install or use IBM Lotus Domino Enterprise Server subject to the IBM Lotus Domino Collaboration Express Program-unique terms; and
3. Install or use any supported access method, including IBM Lotus Notes Client, IBM Lotus Domino Web Access, IBM Lotus Domino WebMail, IBM Lotus Domino Access for Microsoft Outlook, Web browser or standards-based e-mail (POP/IMAP).

A valid Proof of Entitlement to IBM Lotus Domino Collaboration Express does not include the right to:

1. Install or use IBM Lotus Domino Utility Server;
2. Install more than one instance of the Program on the same server hardware using IBM Lotus Domino partitioning technology or use IBM Lotus Domino clustering technology;
3. Use IBM WebSphere Application Server that accompanies IBM Lotus Domino Enterprise Server; and
4. Use the following Administration functions:

Extended Access Control Lists
Cascading directories
Directory catalogs
Directory assistance

Central directory (userless Name and Address Book)

IBM Lotus Domino Utility Server Express

Where the Program is IBM Lotus Domino Utility Server Express, (i) the Program is licensed on a per-value unit basis; (ii) You must acquire a Proof of Entitlement for each value unit required per processor on each machine on which You install the Program; (iii) the Program may be accessed by internal and/or external users; (iv) the total number of Your employees and independent contractors, including those of a Related Company (collectively, "Your company"), must be no more than one thousand (1,000), and (v) Your company may not acquire more than four (4) Domino Utility Server Express value units. A "Related Company" is any corporation, company, or other entity which : (i) is Controlled by You; (ii) Controls You; or (iii) is under common Control with You. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly by the controlling entity. An entity is considered to be a Related Company only so long as such ownership exists.

A valid Proof of Entitlement to IBM Lotus Domino Utility Server Express provides the right to:

1. Provide access to applications based on any template included in or packaged with the Program, and/or any custom application that You either developed or acquired from a third party; provided, however, You may not use the Program, any template or any application (whether included in the Program, You developed or acquired from a third party) to provide an individual user's primary personal mailbox;
2. Install up to four (4) instances of the Program on the same server hardware using IBM Lotus Domino partitioning technology; and
3. Use IBM Lotus Domino clustering technology.

A valid Proof of Entitlement to IBM Lotus Domino Utility Server Express does not provide the right to:

1. Provide an individual user's primary personal mailbox; or
2. Use IBM WebSphere Application Server that accompanies IBM Lotus Domino Utility Server

IBM Lotus Domino Messaging Express

Where the Program is IBM Lotus Domino Messaging Express, (i) the Program is licensed on a per-user basis for use only by Your employees and independent contractors, and those of a Related Company (collectively, "Your company"); (ii) You must acquire one Domino Messaging Express license for each user who accesses the Program; and (iii) the Program use is limited to companies of no more than one thousand (1,000) employees and/or independent contractors; therefore, Your company may not acquire more than a total of one thousand (1,000) Domino Collaboration Express licenses or Domino Messaging Express licenses combined. For purposes herein, a "Related Company" is any corporation, company, or other entity which: (i) is Controlled by You; (ii) Controls You; or (iii) is under common Control with You. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly by the controlling entity. An entity is considered to be a Related Company only so long as such ownership exists.

A valid Proof of Entitlement to IBM Lotus Domino Messaging Express provides the right to:

1. Access any application based on one of the following templates, which are included in or packaged with the Program: Messaging/Calendar & Scheduling, Personal Directory, Personal Journal, Discussion, and Document Libraries. You may modify only those templates on which the mail files are based;
2. Install or use IBM Lotus Domino Messaging Server subject to the IBM Lotus Domino Messaging Express Program-unique terms; and
3. Install or use any supported access method, including IBM Lotus Notes Client, IBM Lotus Domino Web Access, IBM Lotus Domino WebMail, IBM Lotus Domino Access for Microsoft Outlook, Web browser or standards-based e-mail (POP/IMAP).

A valid Proof of Entitlement to IBM Lotus Domino Messaging Express does not include the right to:

1. Install or use IBM Lotus Domino Utility Server;
2. Install more than one instance of the Program on the same server hardware using IBM Lotus Domino partitioning technology or use IBM Lotus Domino clustering technology; and
3. Use the following Administration functions:

Extended Access Control Lists
Cascading directories
Directory catalogs
Directory assistance
Central directory (userless Name and Address Book)

The following terms shall apply to all Programs specified above:

No Hosting Services

You may not use the Programs or any component thereof to provide hosting services to third parties unless otherwise agreed to by IBM in writing.

Managed I.T. Services

You may elect to have Your I.T. services managed solely for Your benefit by a third party; however, as the licensee, You remain responsible for compliance with all terms and conditions, including but not limited to the acquisition and maintenance of a sufficient number of licenses as described in this License Information document. You may not assign, transfer, delegate or sublicense any of Your rights or obligations, in whole or in part, to such third party without the express written permission of IBM.

OEM Programs

If You acquired the Program preloaded on a computer as part of Your purchase of the computer ("OEM Program"), then You may not transfer such OEM Program (or any accompanying disks) for value separately from the computer.

Any other documentation with respect to these licensed Programs, including without limitation any such documentation referenced herein and any marketing collateral, is provided for information purposes only and does not extend or modify the terms contained in this License Information.

If a valid Proof of Entitlement to use IBM Lotus Domino Server includes the right to use IBM WebSphere Application Server, the following additional terms shall apply to such use:

IBM WebSphere Application Server

Except as provided below, You are authorized to install and use one copy of each component of the Program on the same machine as authorized copies of IBM Lotus Domino Enterprise Server or IBM Lotus Domino Utility Server, notwithstanding the inclusion of multiple versions, releases and translations (including versions, releases and translations of a component for multiple operating systems) of a component in the packaging for the Program.

ADMIN CLIENT, DISTRIBUTED DEBUGGER AND HTTP SERVER PLUGIN: Notwithstanding anything in this Agreement to the contrary, You are authorized to install and use an unlimited number of copies of the Admin Client, Distributed Debugger and HTTP Server Plugin components of the Program on any of Your machines.

DEVELOPMENT TOOLS: Notwithstanding anything in this Agreement to the contrary, You are authorized to install and use an unlimited number of copies of the Development Tools the Program on any of Your machines.

SOURCE CODE: Some of the components of the Program are provided in source code form. Notwithstanding anything to the contrary in this Agreement, Program services are only provided for the unmodified, binary code versions of these components included in the Program packaging, and not for the source code for these components or for any modifications of such components You may create.

DB2 UDB COMPONENTS: The Program includes portions of DB2 Universal Database. You are authorized to install and use one copy of these DB2 UDB Components ("WebSphere's DB2 Components") for use only in association with Your licensed use of the Application Server component of the Program, for the storage and management of administrative data used or generated by the Application Server component of the Program, and for use by the copy of SecureWay Directory which accompanies the Program as permitted below, but not other data management purposes. For example, this license permits You to store and manage data generated by the System Management component of the Application Server for its Admin Repository (including persistent session management data). This license does not permit inbound connections to WebSphere's DB2 Components from other applications or components (other than from the copy of SecureWay Directory which accompanies the Program as permitted below) for queries or report generation. You are authorized to install and use this copy of WebSphere's DB2 Components on the same machine or on a machine separate from the machine on which You have installed the other components of the Program.

The copy of SecureWay Directory which accompanies the Program also includes portions of the DB2 UDB Components ("SecureWay's DB2 Components"). You may use SecureWay's DB2 Components as authorized under the terms and conditions of the license for SecureWay Directory as outlined in this License Information document under the header "SECUREWAY DIRECTORY". Alternatively, You may use WebSphere's DB2 Components in association with Your licensed use of the copy of SecureWay Directory which accompanies the Program. The restrictions on types of data stored or managed by WebSphere's DB2 Components for the Application Server component of the Program do not apply to use of WebSphere's DB2 Components by SecureWay Directory. You are not permitted, however, to use both WebSphere's DB2 Components and SecureWay's DB2 Components with SecureWay Directory at the same time.

To use WebSphere's DB2 Components or SecureWay's DB2 Components for purposes other than those outlined above, You must acquire a separate Proof of Entitlement for a DB2 Universal Database

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software product which authorizes such use.



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LICENSE INFORMATION

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

Program Name: IBM Tivoli Access Manager for e-business 6.1.1
Program Number: 5724-C87

Supporting Programs

The Program is licensed as a multi-product package and includes the Supporting Programs identified below. Licensee is authorized to install and use such Supporting Programs only to support Licensee's use of the Principal Program under this Agreement and within the limits of the Proofs of Entitlement for the Program (unless broader rights are provided elsewhere in this License Information document). The phrase "to support Licensee's use" would include only those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. Licensee is not authorized to transfer or remarket the Supporting Programs separate from the Principal Program. The terms of this Agreement may replace or modify the license terms for the Supporting Programs. In the event of conflict, these terms supersede the terms of the license agreement which accompanies the Supporting Programs. When Licensee's right to use the Program expires or terminates, Licensee must discontinue use, destroy or promptly return all copies of the Supporting Programs to the party from whom Licensee acquired the Program. If Licensee downloaded the Supporting Programs, Licensee should contact the party from whom Licensee acquired the Program. If Licensee wishes to license the Supporting Programs for any use beyond the limits set forth above, please contact an IBM Sales Representative or the party from whom Licensee acquired the Program to obtain the appropriate license.

The following are Supporting Programs licensed with the Program:

IBM Tivoli Directory Server 6.1
IBM Tivoli Directory Integrator 6.1.1
IBM DB2 for Unix/Linux and Windows 9.1
IBM Tivoli Common Reporting 1.2
IBM WebSphere Application Server 6.1
IBM WebSphere Extreme Scale 7.0
IBM WebSphere Application Server Network Deployment 6.1

Prohibited Components

Notwithstanding any provision in the Agreement, Licensee is not authorized to use any of the following components included with the Program:

Proxy Server and White Pages application (of Tivoli Directory Server)

Source Components

The Program may include some components in source code form ("Source Components"). Licensee may copy and modify Source Components for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components. IBM provides the Source Components without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Export and Import Restrictions

This Program may contain cryptography. Transfer to, or use by, users of the Program may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or reexports. To obtain the export classification of this Program refer to: <https://www.ibm.com/products/exporting/swclass>.

Program-unique Terms

1. General Charge Terms

1.1 User Value Units

User Value Unit (UVU) is a unit of measure by which the Program can be licensed. UVU Proofs of Entitlement are based on the number and type of Users for the given Program. Licensee must obtain sufficient entitlements for the number of UVUs required for Licensee's environment as specified in the table below. The UVU entitlements are specific to the Program and type of user and may not be exchanged, interchanged, or aggregated with UVU entitlements of another program or type of user.

Licensee must obtain the appropriate number of UVU entitlements based on the type of user given access to the Program. The type of users are:

- An internal user is a unique person that is given access to the Program that is part of, a contractor performing work on behalf of, or an employee of the Licensee. Each internal user equals one User for the purpose of calculating User Value Units.
- An external user is a unique person that is given access to the Program that is not part of, a contractor performing work on behalf of, or an employee of the Licensee. A ratio of fifteen external users equals one User for the purpose of calculating User Value Units.
- An infrequent internal user is an internal user who accesses the Program less than five times a year. Infrequent internal users must be grouped so as to be trackable and auditable. A ratio of fifteen infrequent internal users equals one User for the purpose of calculating User Value Units.

Users are summed up and the volume tiering information below is then utilized to calculate the total User Value Units entitlements required.

- For 1 to 5,000 Users, 1 User Value Unit per User.
- For 5,001 to 15,000 Users, 0.5 User Value Unit per User.
- For 15,001 to 50,000 Users, 0.3 User Value Unit per User.
- For 50,001 to 150,000 Users, 0.2 User Value Unit per User.
- For 150,001 to 500,000 Users, 0.1 User Value Unit per User.
- For 500,001 to 1 million Users, 0.05 User Value Unit per User.
- For greater than 1 million to 3 million Users, 0.025 User Value Unit per User.
- For greater than 3 million Users, 0.01 User Value Unit per User.

1.2 Processor Value Unit

Processor Value Unit (PVU) is a unit of measure by which the Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

Licensee can deploy the Program using either Full Capacity licensing or Virtualization Capacity (Sub-Capacity) licensing according to the Passport Advantage Sub-Capacity Licensing Terms (see webpage below). If using Full Capacity licensing, Licensee must obtain PVU entitlements sufficient to cover all activated processor cores* in the physical hardware environment made available to or managed by the Program, except for those servers from which the Program has been permanently removed. If using Virtualization Capacity licensing, Licensee must obtain entitlements sufficient to cover all activated processor cores made available to or managed by the Program, as defined according to the Virtualization Capacity License Counting Rules at http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html.

* An Activated processor core is a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

2. IBM WebSphere Application Server

The Program is accompanied by WebSphere Application Server ("WAS").

Other IBM Application Server Solutions

Licensee is only authorized to use the WebSphere Application Server with a WebSphere Application Server Network Deployment configuration when using the Job Manager component of the "Network Deployment" configuration in which case Licensee can have admin agents running on the Program managed by a Network Deployment Job Manager. Licensee is not authorized to manage the WebSphere Application Server with a WebSphere Application Server Network Deployment configuration for any other purpose.

Restricted Use Components

Licensee is entitled to use the WebServer Plugins to improve security by having an HTTP server run on a separate machine from the WebSphere Application Server. Licensee is authorized to configure a WebServer Plugin to multiple application servers only for the purpose of simple load balancing and failover. Simple load balancing and failover enables the WebServer Plugin to route requests to a maximum of two application servers and is limited to HTTP session failover only.

D/N: L-JSCK-7TXPWN
P/N: CT5RIML

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LICENSE INFORMATION

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

Program Name: IBM Tivoli Directory Integrator V7.1

Program Number: 5724-K74

Evaluation Period

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

Supporting Programs

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IBM MQEveryplace 2.0.2.13

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IBM Solid DB 6.5

IBM Lotus Expeditor 6.2.1

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2. Prohibited Components

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IBM Tivoli Directory Server Proxy Server and White Pages application.

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P/N: L-ARCY-82XNEL

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Program Name: IBM Tivoli Directory Integrator V7.1

Program Number: 5724-K74

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IBM Tivoli Directory Server 6.2

IBM Solid DB 6.5

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Program-unique Terms

1. Pricing Terminology and Definitions

1.1 IBM Tivoli Directory Integrator Identity Edition

User Value Unit (UVU) is a unit of measure by which the Program can be licensed. UVU Proofs of Entitlement are based on the number and type of Users for the given Program. Licensee must obtain sufficient entitlements for the number of UVUs required for Licensee's environment as specified in the table below. The UVU entitlements are specific to the Program and type of user and may

not be exchanged, interchanged, or aggregated with UVU entitlements of another program or type of user. Refer to the program specific User Value Unit table.

Licensee must obtain the appropriate number of UVU entitlements based on the type of user given access to the Program. The types of users are:

- An internal user is a unique person that is given access to the Program that is part of, a contractor performing work on behalf of, or an employee of the Licensee. Each internal user equals one User for the purpose of calculating User Value Units
- An external user is a unique person that is given access to the Program that is not part of, a contractor performing work on behalf of, or an employee of the Licensee. A ratio of fifteen external users equals one User for the purpose of calculating User Value Units
- An infrequent internal user is an internal user who accesses the Program less than five times a year. Infrequent internal users must be grouped so as to be trackable and auditable. A ratio of fifteen infrequent internal users equals one User for the purpose of calculating User Value Units

Users are summed up and the volume tiering information below is then utilized to calculate the total User Value Units entitlements required.

- For 1 to 5,000 Users, 1 User Value Unit per User
- For 5,001 to 15,000 Users, 0.5 User Value Unit per User
- For 15,001 to 50,000 Users, 0.3 User Value Unit per User
- For 50,001 to 150,000 Users, 0.2 User Value Unit per User
- For 150,001 to 500,000 Users, 0.1 User Value Unit per User
- For 500,001 to 1 million Users, 0.05 User Value Unit per User
- For greater than 1 million to 3 million Users, 0.025 User Value Unit per User
- For greater than 3 million Users, 0.01 User Value Unit per User

1.2 IBM Tivoli Directory Integrator General Purpose Edition

Standby or backup systems

For programs running or resident on backup machines, IBM defines three types of situations: cold, warm and hot. In cold and warm situations, a separate entitlement for the copy on the backup machine is normally not required and typically no additional charge applies. In a hot backup situation, the customer needs to acquire other license or entitlements sufficient for that server. All programs running in backup mode must be solely under the customer's control, even if running at another enterprise's location.

As a practice, the following are definitions and allowable actions concerning the copy of the program used for backup purposes.

Cold: A copy of the program may reside, for backup purposes, on a machine as long as the program is not started. There is no additional charge for this copy.

Warm: A copy of the program may reside for backup purposes on a machine and is started, but is idling, and is not doing any work of any kind. There is no additional charge for this copy.

Hot: A copy of the program may reside for backup purposes on a machine, is started, and is doing work. The customer must acquire a license or entitlements for this copy and there will generally be an additional charge.

Doing work includes, for example, production, development, program maintenance, and testing. It also could include other activities such as mirroring of transactions, updating of files, synchronization of programs, data or other resources (for example, active linking with another machine, program, database or other resource, and so on), or any activity or configurations that would allow an active hot switch or other synchronized switch over between programs, databases, or other resources to occur.

In the case of a program or system configuration that is designed to support a high availability environment by using various techniques (for example, duplexing, mirroring of files, or transactions, maintaining a heartbeat, active linking with another machine, program, database, or other resource), the program is considered to be doing work in the hot situation and a license or entitlement must be purchased.

Processor Value Unit

Processor Value Unit (PVU) is a unit of measure by which the Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

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Capacity licensing, Licensee must obtain entitlements sufficient to cover all activated processor cores made available to or managed by the Program, as defined according to the Virtualization Capacity License Counting Rules at http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html.

* An Activated processor core is a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

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IBM Tivoli Directory Server Proxy Server and White Pages application.

D/N: L-ARCY-82XNEL

P/N: L-ARCY-82XNEL

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Information for this license agreement

Program names:

IBM Maximo Asset Management V6
IBM Maximo Asset Management V6
IBM Maximo Adapter for Microsoft Project V6
IBM Maximo Adapter for Microsoft Project V6
IBM Maximo Adapter for Primavera V6
IBM Maximo Adapter for Primavera V6
IBM Maximo Asset Configuration Manager V6
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IBM Maximo Asset Navigator V6
IBM Maximo Calibration V6
IBM Maximo Calibration V6
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IBM Maximo Compliance Assistance Documentation V6
IBM Maximo Compliance Assistance Documentation V6
IBM Maximo Field Control V6
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IBM Maximo for Government V6
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IBM Maximo Mobile Work Manager V6
IBM Maximo Mobile Work Manager V6
IBM Maximo SLA Manager V6
IBM Maximo SLA Manager V6
IBM Maximo Spatial Asset Management V6
IBM Maximo Spatial Asset Management V6

Program numbers:

5724-U18, 5724-R46, 5724-U26, 5724-R43, 5724-U27, 5724-R44, 5724-U28, 5724-R45, 5724-U29,
5724-R48, 5724-U33, 5724-R57, 5724-U30, 5724-T86, 5724-U31, 5724-R66, 5724-U32, 5724-R51,
5724-U24, 5724-T71, 5724-U23, 5724-R52, 5724-U19, 5724-R53, 5724-U20, 5724-R54, 5724-U21,
5724-R55, 5724-U22, 5724-R56, 5724-U34, 5724-R60, 5724-U35, 5724-R62, 5724-U37, 5724-R67,

5724-U36, 5724-T39

Document form number: L-SNEP-87YPWR

Document part number: CT5UZML

Availability date: 2010/09/10

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Program Name: IBM Maximo Asset Management V6
Program Number: 5724-U18

Program Name: IBM Maximo Asset Management V6
Program Number: 5724-R46

Program Name: IBM Maximo Adapter for Microsoft Project V6
Program Number: 5724-U26

Program Name: IBM Maximo Adapter for Microsoft Project V6
Program Number: 5724-R43

Program Name: IBM Maximo Adapter for Primavera V6
Program Number: 5724-U27

Program Name: IBM Maximo Adapter for Primavera V6
Program Number: 5724-R44

Program Name: IBM Maximo Asset Configuration Manager V6
Program Number: 5724-U28

Program Name: IBM Maximo Asset Configuration Manager V6
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Program Number: 5724-U24

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Program Name: IBM Maximo for Transportation V6
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Program Name: IBM Maximo for Utilities V6
Program Number: 5724-R56

Program Name: IBM Maximo Mobile Inventory Manager V6

Program Number: 5724-U34

Program Name: IBM Maximo Mobile Inventory Manager V6

Program Number: 5724-R60

Program Name: IBM Maximo Mobile Work Manager V6

Program Number: 5724-U35

Program Name: IBM Maximo Mobile Work Manager V6

Program Number: 5724-R62

Program Name: IBM Maximo SLA Manager V6

Program Number: 5724-U37

Program Name: IBM Maximo SLA Manager V6

Program Number: 5724-R67

Program Name: IBM Maximo Spatial Asset Management V6

Program Number: 5724-U36

Program Name: IBM Maximo Spatial Asset Management V6

Program Number: 5724-T39

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Axis 1.1

BCEL 5.2

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commons-logging.jar 1.03

SOAP 2.3.1

UDDI4J

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Xerces 2.3.0

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Commons-Codec 1.3

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Program Number: 5724-G22

Program Name: IBM Rational PurifyPlus for Linux and UNIX 7.0
Program Number: 5724-G21

Program Name: IBM Rational PurifyPlus Enterprise Edition 7.0
Program Number: 5724-G23

Program Name: IBM Rational Purify for Linux and UNIX 7.0
Program Number: 5724-I43

Program Name: IBM Rational Purify for Windows 7.0
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Program Name: IBM Rational ClearCase 7.1.2

Program Number: 5724-G29

Program Name: IBM Rational ClearCase MultiSite 7.1.2

Program Number: 5724-G32

Program Name: IBM Rational ClearCase and ClearCase MultiSite 7.1.2

Program Number: 5724-G33

Evaluation Period

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2. IBM Tivoli Monitoring v. 6
3. DB2 Workgroup Server Edition 9.2
4. IBM Installation Manager and Packaging Utility for the Rational Software Development Platform 1.4.1

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- IBM Rational Application Developer, trial edition
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- (ii) provide a data repository for the UDDI Registry component of the Application Server to support Licensee's authorized use of such component;
- (iii) provide a data repository for the Scheduler and EJB Timer components of the Application Server to support Licensee's authorized use of such components; and
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Tivoli Monitoring for Virtual Servers 6.2.1

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Program Name: IBM Rational ClearCase 7.1.2

Program Number: 5724-G29

Program Name: IBM Rational ClearCase MultiSite 7.1.2

Program Number: 5724-G32

Program Name: IBM Rational ClearCase and ClearCase MultiSite 7.1.2

Program Number: 5724-G33

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- Administrative Console
- Performance and Analysis Tools: Dynamic Cache Monitor, Tivoli Performance Viewer, Performance Servlet
- WebServer Plugins
- Application Clients (including - WebServices Thin Client and Thin Admin Client)
- Memory Dump Diagnostic for Java (MDD4J)

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- (ii) provide a data repository for the UDDI Registry component of the Application Server to support Licensee's authorized use of such component;
- (iii) provide a data repository for the Scheduler and EJB Timer components of the Application Server to support Licensee's authorized use of such components; and
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Program Name: IBM Rational ClearQuest 7.1.2

Program Number: 5724-G36

Program Name: IBM Rational ClearQuest MultiSite 7.1.2

Program Number: 5724-G37

Program Name: IBM Rational ClearQuest and ClearQuest MultiSite 7.1.2

Program Number: 5724-G38

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- Use Limitations: Use by Principal Program

"Ratio n/m" means that Licensee receives some number ('n') entitlements for the Supporting Program for every specified number ('m') entitlements of the Principal Program as a whole. Unless otherwise specified, the number of entitlements for the Supporting Program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for a Supporting Program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the Supporting Program and have processor cores available to or managed by it of up to 300 PVUs. Those PVUs would not need to be counted as part of the total PVU requirement for Licensee's installation of the Program on account of the installation of the Supporting Program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to the Principal Program, as well).

"Use by Principal Program" means that the Supporting Program is provided exclusively for use by the Principal Program. Neither Licensee nor any application, program or device is authorized to directly use or access the services of the Supporting Program except Licensee may access the Supporting Program to perform administrative functions for the Supporting Program such as backup, recovery and authorized configuration .

WEBSHERE APPLICATION SERVER COMPONENT

The Program is accompanied by a portion of WebSphere Application Server product (Application Server). The Program includes the Application Server components on the following CD-ROMs and/or DVDs:

- WebSphere Application Server
- WebSphere Application Server Supplements
- WebSphere Application Server Toolkit (Windows and Linux/Intel platforms only)
- IBM Rational Application Developer, trial edition
- Rational Agent Controller
- Quick Start Guide

For each Program server Proof of Entitlement (PoE), Licensee is entitled to install and use, from the media provided with the Program, one copy of each of the WebSphere Application Server components required to support Licensee's licensed use of the Program.

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- IBM HTTP Server for WebSphere Application Server
- Administrative Scripting
- Administrative Console
- Performance and Analysis Tools: Dynamic Cache Monitor, Tivoli Performance Viewer, Performance Servlet
- WebServer Plugins
- Application Clients (including - WebServices Thin Client and Thin Admin Client)
- Memory Dump Diagnostic for Java (MDD4J)

RESTRICTED USE COMPONENTS

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Licensee may use the IBM Cloudscape components solely for development, testing and evaluation of applications and for production use only as a data repository for data generated and managed by Application Server.

Some examples of authorized production use include:

- (i) provide persistence of "HTTP Session Objects" using the "session persistence" component of the Application Server to support Licensee's authorized use of such component;

(ii) provide a data repository for the UDDI Registry component of the Application Server to support Licensee's authorized use of such component;

(iii) provide a data repository for the Scheduler and EJB Timer components of the Application Server to support Licensee's authorized use of such components; and

(iv) provide a data repository for the messaging engine component of the Application Server to support Licensee's authorized use of such component.

No IBM Cloudscape components may be used separately from the Application Server, or for any other purpose, or in support of any other programs. If Licensee wishes to license IBM Cloudscape for any use beyond the limits of this license, please contact an IBM sales representative to obtain the appropriate licenses.

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

Program Name: IBM Rational ClearQuest 7.1.2

Program Number: 5724-G36

Program Name: IBM Rational ClearQuest MultiSite 7.1.2

Program Number: 5724-G37

Program Name: IBM Rational ClearQuest and ClearQuest MultiSite 7.1.2

Program Number: 5724-G38

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The Program is licensed as a multi-product package and includes the Supporting Programs identified below. Licensee is authorized to install and use such Supporting Programs only to support Licensee's use of the Principal Program under this Agreement and within the limits of the Proofs of Entitlement for the

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Licensee must obtain separate, dedicated entitlements for each Concurrent Session that has been or is in existence. An entitlement for a Concurrent Session is unique to that Client Device and copy of the Program and may not be shared, nor may it be reassigned other than for the permanent replacement of that Client Device with another Client Device.

Program-unique Terms

Rational Team Concert Server

Every Licensee who purchases or has purchased a minimum of seven Floating User Licenses or twenty Authorized User Licenses of the Program and has current Subscription and Support coverage for such licenses will be entitled to run a single instance of the Jazz Team Server contained within the Rational Team Concert Program on a single server. Each authorized server is defined as a "Jazz Team Server." The Rational Team Concert Program must be obtained separately. The Licensee's use of this Jazz Team Server is governed by the terms of the IBM International Program License Agreements that accompany both this Program and the Rational Team Concert Program.

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MULTIPLE COMPONENT VERSIONS

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