IBM

License Information
许可信息
授權手冊
Licenční informace
Informations sur la Licence
Lizenzinformation
Informazioni di Licenza

ライセンス情報
라이센스 정보
Informacje Licencyjne
Informações sobre Licenciamento
Información sobre Licencia
Lisans Bilgileri

5697-J19 - IBM Software Configuration and Library Manager Administrator Toolkit

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 Software Configuration and Library Manager Administrator Toolkit
Program Number: 5697-J19
Authorization for Use on Home/Portable Computer: You may not copy and use this Program on another computer without paying additional license fees.

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.

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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Sub-Capacity Terms for zSeries Programs

Refer to the ″IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing″ to determine applicable sub-capacity terms.

Program-unique Terms

Eclipse SDK 3.0

The following subset of Excluded Components and/or Separately Licensed Code was obtained from the Eclipse Foundation: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0, and XSD 2.0 (herein collectively referred to as ″Eclipse Code″). Notices and important information, including instructions for obtaining source code, for the Eclipse Code may be found in associated ″about.html″ files (″About Files″) located in a directory for the Eclipse Code. These About Files are provided for informational purposes only, and notwithstanding anything to the contrary therein, the terms governing Your use of such Eclipse Code shall be as set forth above in the applicable Excluded Components or Separately Licensed Code section.

LPEX

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO LPEX: IBM has made certain modifications to the Eclipse Code, which modifications are referred to as the ″Eclipse Platform Classes″, and which are listed below. The Eclipse Platform Classes were not contributed back to the Eclipse Foundation because they

are unique to this Program. The Eclipse Platform Classes are being provided to you under the terms of the Common Public License ("CPL") and not under this IBM Program License Agreement. The source code for these additional IBM modifications can be found in the "oslpexsrc.zip" file provided with the Program.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly

notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

许可信息

除 国际软件许可协议 中的条款和条件外，下列各程序按照下述条款和条件被特许使用。

程序名称：IBM Software Configuration and Library Manager Administrator Toolkit
程序号：5697-J19
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。

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 IBM 公布的其他信息，例如公告函件找到。

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 IBM 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，IBM 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，IBM 对除外组件的保证和责任仅受 IBM 许可协议中分别适用于德国和奥地利的条款的管辖。

IBM 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 IBM 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：

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet

JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

zSeries 程序的次级容量条款

请参阅"IPLA 对 zSeries 平台程序次级容量定价的修改"以确定适用的次级容量条款。

程序特别条款

Eclipse SDK 3.0

以下除外组件子集和／或单独许可代码是从 Eclipse Foundation 获得的: Ant 1.6.1、XML4J 4.3、Tomcat 4.1.30、SAX、DOM、MX4J、Lucene 1.3、Mozilla API、JSch 0.1.16、Java SSH Applet、JUnit 3.8.1、Eclipse SDK 3.0、Eclipse Platform 3.0、GTK + API、Tomcat 3.2.4、CDT 2.0、EMF 2.0、GEF 3.0、Hyades 3.0、Commonos Logging 1.0.3、UML2 1.0、Visual Editor 1.0 和 XSD 2.0（本文统称为"Eclipse 代码"）。关于本 Eclipse 代码的声明和重要信息（包括获取源代码的指导说明）可以在位于本 Eclipse 代码的某个目录中关联的"about.html"文件（"About 文件"）中找到。这些 About 文件仅供参考，并且无论本文有任何相反规定，按上述规定，管辖您对此类 Eclipse 代码使用的条款应在相应的"除外组件"或"单独许可代码"部分。

LPEX

下列附加条款和条件适用于 LPEX: IBM 已对 Eclipse 代码进行了某些修改，这些修改是指"Eclipse 平台类"和下面所列的修改。因为 Eclipse 平台类专用于本程序，所以不把它们返回给 Eclipse Foundation。Eclipse 平台类是根据 Common Public License（"CPL"）而不是根据本 IBM 软件许可协议提供给您的。这些附加的 IBM 修改的源代码可以在随本程序提供的"oslpexsrc.zip"文件中找到。

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS
COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR
DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF
THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under
this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by
that particular Contributor. A Contribution 'originates' from a Contributor if it was added
to the Program by such Contributor itself or anyone acting on such Contributor's behalf.
Contributions do not include additions to the Program which: (i) are separate modules of
software distributed in conjunction with the Program under their own license agreement,
and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

″Licensed Patents ″ mean patent claims licensable by a Contributor which are necessarily
infringed by the use or sale of its Contribution alone or when combined with the Program.

″Program″ means the Contributions distributed in accordance with this Agreement.

″Recipient″ means anyone who receives the Program under this Agreement, including all
Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a
non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works
of, publicly display, publicly perform, distribute and sublicense the Contribution of such
Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a
non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use,
sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if
any, in source code and object code form. This patent license shall apply to the combination
of the Contribution and the Program if, at the time the Contribution is added by the

Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no

rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

授權手冊

除 國際程式授權合約 外，以下條款亦適用於下列程式。

程式名稱： IBM Software Configuration and Library Manager Administrator Toolkit
程式編號： 5697-J19
家用/手提電腦授權：未支付額外的授權費用前， 貴客戶不得複製或使用本「程式」於其他電腦上。

特定運作環境

如果本程式有檢附文件，則在程式所檢附文件（如 Readme 檔）或在 IBM 所公佈的其他資訊（如通知信函）中，可找到程式規格及指定的作業環境資訊。

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 IBM 合約或其他任何 貴客戶可能與 IBM 所簽署之任何其他合約有任何條款：
　　a) 此等「排除元件」之第三人供應商（「供應商」）提供元件，不附帶任何保證，且此等供應商不提供任何明示及默示之保證與擔保，其中包括且不限於權利、無侵權行為或干擾之保證，以及可商用性與符合特殊目的之默示保證與擔保；
　　b) 在任何情況下，凡與「排除元件」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，供應商概不負責；且
　　c) 凡因「排除元件」所致或與其相關或之任何主張，對於 貴客戶，IBM 與其供應商均不負責且不予以辯護、賠償或使 貴客戶免除法律責任。

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

就 IBM 所需提供予 貴客戶之相關於「排除元件」之通知或重要資訊，包括取得特定「排除元件」原始碼之說明，可見於檢附於本程式之 NOTICES 檔案內。

貴客戶之「排除元件」使用行為，，受本合約之條款所拘束，而不受 NOTICES 檔中可能包含之任何條款所拘束。本合約所包含之條款限由 IBM 提供，而非由任何其他方提供。未來之程式更新及修正套件可能包含額外之「排除元件」，若有該等額外「排除元件」及相關通知與資訊，將列於另一份檢附於本程式更新或修正套件之 NOTICES 檔內。

下列為「排除元件」：

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet

JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

zSeries 程式之子容量條款

參閱「IPLA Amendment for zSeries Platform Programs 子容量計價」，以決定適用之子
容量計價條款。

程式特別條款

Eclipse SDK 3.0

下列「排除元件」及/或「獨立授權程式碼」之子集係自 Eclipse Foundation 中取得：Ant
1.6.1、XML4J 4.3、Tomcat 4.1.30、SAX、DOM、MX4J、Lucene 1.3、Mozilla API、JSch
0.1.16、Java SSH Applet、JUnit 3.8.1、Eclipse SDK 3.0、Eclipse Platform 3.0、GTK +
API、Tomcat 3.2.4、CDT 2.0、EMF 2.0、GEF 3.0、Hyades 3.0、Commonos Logging
1.0.3、UML2 1.0、Visual Editor 1.0 和 XSD 2.0（在此統稱「Eclipse 程式碼」）。於
「Eclipse 程式碼」目錄下之 ″about.html″ 檔（以下簡稱「關於檔案」）相關者中可獲得
「Eclipse 程式碼」之通知及重要資訊，包括取得原始碼之說明。縱使本文另有相反規定，
此等「關於檔案」僅限於為資訊性目的，上述適用之「排除元件」或「獨立授權程式
碼」段落將載明規定 貴客戶使用此 Eclipse 程式碼之條款。

LPEX

下列特別條款適用於 LPEX：IBM 業已對「Eclipse 程式碼」製作某些修改，該等修改稱
為 ″Eclipse Platform Classes″，茲列舉於下。Eclipse Platform Classes 未被貢獻予 Eclipse
Foundation，因其專屬於本程式，Eclipse Platform Classes 皆依一般公用授權合約 (″CPL″)
條款而提供予 貴客戶，而非依照本「IBM 程式授權合約」，於與本程式一併提供之
″oslpexsrc.zip″ 檔案中可取得此等額外 IBM 修改之原始碼。

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

″Licensed Patents ″ mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

″Program″ means the Contributions distributed in accordance with this Agreement.

″Recipient″ means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the

Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no

rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

LICENČNÍ INFORMACE

Níľe uvedené programy jsou licencovány na základě následujících ustanovení a podmínek, které doplňují ustanovení a podmínky smlouvy Mezinárodní licenční smlouva pro programy.

Jméno programu: IBM Software Configuration and Library Manager Administrator Toolkit
Číslo programu: 5697-J19
Oprávnění k užívání na domácím/přenosném počítači: Tento program nesmíte kopírovat a používat na jiném počítači bez zaplacení dodatečných licenčních poplatků.

Určené provozní prostředí

Specifikace programu a informace o určeném provozním prostředí jsou k dispozici v dokumentaci, která je připojena k programu (je-li dostupná) jako soubor ″Readme″, nebo v jiných informacích zveřejněných IBM, jako jsou dokumenty s ohláąením produktů.

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 IBM, 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) IBM a dodavatelé nejsou vůči Vám odpovědni, 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 IBM za komponenty vyjmuté ze záruky řídí na území Německa a Rakouska pouze příslušnými podmínkami platnými pro Německo a Rakousko v licenčních smlouvách IBM.

Poznámky a důležité informace, které je Vám IBM 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 IBM pocházejí od IBM, 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Podmínky týkající se dílčí kapacity pro programy zSeries

Viz dokument ″IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing″, který uvádí příslušné podmínky pro poplatky na základě dílčí kapacity.

Podmínky specifické pro program

Eclipse SDK 3.0

Níže uvedená podmnožina komponent vyjmutých ze záruky anebo samostatně licencovaného kódu byla získána od Eclipse Foundation: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 a XSD 2.0 (dále souhrnně ″kód Eclipse″). Upozornění a důležité informace pro kód Eclipse, včetně pokynů pro získání zdrojového kódu, jsou k dispozici v připojených souborech ″about.html″ (″soubory About″) umístěných v adresáři s kódem Eclipse. Tyto soubory About mají pouze informační charakter a, bez ohledu na ustanovení s jiným zněním v tomto dokumentu, se na Vaše užívání kódu Eclipse vztahují podmínky uvedené výše v příslušném oddílu Komponenty vyjmuté ze záruky nebo Samostatně licencovaný kód.

LPEX

NÁSLEDUJÍCÍ DODATEČNÁ USTANOVENÍ A PODMÍNKY SE VZTAHUJÍ NA LPEX: IBM provedla určité změny v kódu Eclipse. Takové změny jsou uváděny jako ″třídy platformy Eclipse″, které jsou uvedeny níže. Třídy platformy Eclipse nebyly předány formou příspěvku zpět Eclipse Foundation, neboť jsou pro tento program jedinečné. Třídy platformy Eclipse jsou Vám poskytovány na základě podmínek licence Common Public License (″CPL″), a nikoli na

základě podmínek této licenční smlouvy IBM na programy. Zdrojový kód pro tyto dodatečné modifikace IBM je k dispozici v souboru ″oslpexsrc.zip″, který je dodáván s programem.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this

section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN ″AS IS″ BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable

period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

INFORMATIONS SUR LA LICENCE

Les dispositions suivantes s'ajoutent à celles contenues dans le document Conditions Internationales d'Utilisation de Logiciels IBM, pour l'utilisation des Logiciels indiqués ci-dessous.

Nom du Logiciel : IBM Software Configuration and Library Manager Administrator Toolkit
Référence du Logiciel : 5697-J19
Autorisation d'utilisation sur un ordinateur familial ou portable autre que la machine principale : Vous n'êtes pas autorisé à copier et à utiliser le Logiciel sur une autre machine sans Vous acquitter des redevances de licence additionnelles.

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, dans un avertissement (un fichier "README") ou tout autre document d'information, tel qu'une lettre d'annonce.

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 IBM :

(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) IBM 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'IBM 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 IBM.

Les avertissements et les informations importantes qu'IBM 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 IBM 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 :

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Dispositions concernant la Tarification à l'Utilisation de la Capacité de la Partition pour Logiciels s'exécutant sur Plate-forme zSeries

Reportez-vous à l'"Avenant (aux Conditions Internationales d'Utilisation de Logiciels IBM (IPLA)) relatif à la Tarification à l'Utilisation de la Capacité de la Partition pour Logiciels s'exécutant sur Plate-forme zSeries" pour connaître le détail des dispositions concernant la Tarification à l'Utilisation de la Capacité de la Partition.

Dispositions spécifiques au Logiciel

Eclipse SDK 3.0

Le sous-ensemble suivant de Composants Exclus et/ou de Code sous Licence Distincte a été obtenu auprès de The Eclipse Foundation : Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 et XSD 2.0 (collectivement appelés "Code Eclipse" dans le présent document). Les avertissements et les informations importantes concernant le Code Eclipse, y compris les instructions relatives à l'obtention du Code Source, figurent

dans les fichiers "about.html" qui lui sont associés ("Fichiers ABOUT") situés dans un répertoire du Code Eclipse. Ces Fichiers ABOUT sont fournis à titre d'information uniquement et, sauf indication contraire mentionnée dans le présent document, les dispositions qui régissent Votre utilisation de ce Code Eclipse sont celles qui sont énoncées ci-dessus dans la section Composants Exclus ou Code sous Licence Distincte applicable.

LPEX

LES DISPOSITIONS SUPPLÉMENTAIRES SUIVANTES S'APPLIQUENT À LPEX : IBM a apporté certaines modifications au Code Eclipse, auxquelles il est fait référence en tant que "Classes de la Plate-forme Eclipse" et qui sont répertoriées ci-dessous. Les Classes de la Plate-forme Eclipse n'ont pas été mises à la disposition de The Eclipse Foundation car elles sont spécifiques à ce Logiciel. Les Classes de la Plate-forme Eclipse qui Vous sont fournies sont soumises aux dispositions de la Licence Publique Commune ("Licence CPL") et non à celles du présent Contrat IBM. Le Code Source de ces modifications supplémentaires effectuées par IBM se trouve dans le fichier "oslpexsrc.zip" fourni avec le Logiciel.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:

- changes to the Program, and
- additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or

otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL

DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any

Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

LIZENZINFORMATION

Für die Lizenzierung der nachfolgend aufgelisteten Programme gelten zusätzlich zu den Bedingungen in Internationale Nutzungsbedingungen für Programmpakete die folgenden Vertragsbedingungen.

Programmname: IBM Software Configuration and Library Manager Administrator Toolkit
Programmnummer: 5697-J19
Berechtigung zur Nutzung auf Heimcomputer/tragbarem Computer: Sie dürfen dieses Programm nicht kopieren und auf einem anderen Computer verwenden, ohne zusätzliche Lizenzgebühren zu zahlen.

Angegebene Betriebsumgebung

Die Programmspezifikationen und Informationen zur Betriebsumgebung befinden sich in der Dokumentation zu diesem Programm, sofern verfügbar, wie z. B. in einer Readme-Datei, oder in anderen, von IBM veröffentlichten Informationen, wie z. B. in einer Vertriebsfreigabe.

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 IBM 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) IBM 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 IBM für die ausgeschlossenen Komponenten in Deutschland und Österreich ausschließlich den Bedingungen, die in den IBM Lizenzvereinbarungen explizit für Deutschland und Österreich angegeben sind.

Hinweise und wichtige Informationen, die IBM 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 beigepackt 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 IBM 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 beigepackt ist.

Die ausgeschlossenen Komponenten sind:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Bedingungen des Sub-Capacity-Preismodells für zSeries-Programme

Weitere Einzelheiten zu den Bedingungen für das Sub-Capacity-Preismodell entnehmen Sie bitte den "Ergänzenden Bedingungen - Sub-Capacity-Preismodell für Produkte der zSeries Plattform".

Programmspezifische Bedingungen

Eclipse SDK 3.0

Die folgende Untergruppe an ausgeschlossenen Komponenten und/oder separat lizenziertem Code wurde von der Eclipse Foundation bereitgestellt: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0, Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commons Logging 1.0.3, UML2 1.0, Visual Editor 1.0 und XSD 2.0 (gemeinsam als "Eclipse-Code" bezeichnet). Besondere Hinweise und wichtige Informationen zum Eclipse-Code, einschließlich Anweisungen zum Erhalt des Quellcodes, sind in den zugehörigen "about.html"-Dateien ("Produktinformationsdateien") zu finden, die im Verzeichnis für den Eclipse-Code gespeichert sind. Die Produktinformationsdateien werden lediglich zu Informationszwecken zur Verfügung gestellt, und ungeachtet gegenteiliger Regelungen in diesen Dateien unterliegt Ihre Nutzung des

Eclipse-Codes den Bedingungen im obigen Abschnitt über ausgeschlossene Komponenten und separat lizenzierten Code.

LPEX

Die folgenden zusätzlichen Bedingungen gelten für LPEX: IBM hat bestimmte Änderungen am Eclipse-Code vorgenommen, die als ″Eclipse Platform Classes″ bezeichnet werden und nachfolgend aufgelistet sind. Die Eclipse Platform Classes wurden nicht als Beitrag an die Eclipse Foundation zurückgeleitet, da sie eine spezielle Entwicklung für dieses Programm darstellen. Die Eclipse Platform Classes werden gemäß den Bedingungen der Common Public License (″CPL″) und nicht auf der Basis dieser IBM Programmlizenzvereinbarung zur Verfügung gestellt. Der Quellcode für die von IBM zusätzlich durchgeführten Bearbeitungen befindet sich in der Datei ″oslpexsrc.zip″, die zum Lieferumfang des Programms gehört.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required

to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the

Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)

ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

INFORMAZIONI DI LICENZA

I Programmi descritti di seguito sono forniti in licenza in base alle seguenti disposizioni che integrano quelle di Accordo Internazionale di Licenza di Programmi (IPLA).

Nome Programma: IBM Software Configuration and Library Manager Administrator Toolkit
Numero Programma: 5697-J19
Autorizzazione all'uso su Home Computer/Portatile: Non è possibile copiare ed utilizzare il presente Programma su un altro computer senza il pagamento di un canone aggiuntivo di licenza.

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 IBM, ad esempio una lettera d'annuncio.

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 IBM, 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 COMMERCIABILITÀ 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)IBM 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 IBM per le Componenti Escluse è regolata solo dalle clausole rispettivamente applicabili alla Germania e all'Austria negli accordi di licenza IBM.

Le istruzioni e le informazioni importanti che IBM 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 IBM 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Termini della Sub-Capacity per i programmi zSeries

Fare riferimento all' "Emendamento IPLA per la determinazione dei prezzi della Sub-Capacity per i Programmi sulla Piattaforma zSeries" per determinare le clausole della sub-capacity applicabili.

Disposizioni specifiche relative al Programma

Eclipse SDK 3.0

Il seguente subset di Componenti Escluse e/o Codice concesso in licenza separatamente è stato ottenuto da Eclipse Foundation: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0, e XSD 2.0 (cui si fa qui collettivamente riferimento come "Codice Eclipse"). Gli annunci e le informazioni importanti relativi al Codice Eclipse, incluse le istruzioni per ottenere il codice sorgente, sono disponibili nei file "about.html" associati ("About Files") ubicati in una directory per il Codice Eclipse. Tali File About sono forniti solo a scopo informativo, e nonostante quanto qui stabilito, le clausole che regolano l'utilizzo di tale Codice Eclipse saranno quelle sopra specificate nella sezione Componenti Escluse o Codice concesso in licenza separatamente applicabile.

LPEX

LE SEGUENTI DISPOSIZIONI AGGIUNTIVE SI APPLICANO A LPEX: IBM ha apportato delle modifiche al Codice Eclipse, modifiche cui viene fatto riferimento come "Classi della Piattaforma Eclipse", e che sono elencate di seguito. Alle Classi della Piattaforma Eclipse non ha contribuito la Eclipse Foundation in quanto sono uniche per questo Programma. Le Classi della Piattaforma Eclipse sono fornite in base alle clausole della Common Public License ("CPL") e non in base a questo IPLA (IBM Program License Agreement). Il codice sorgente per queste modifiche di IBM aggiuntive si possono trovare nel file "oslpexsrc.zip" fornito con il Programma.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
- changes to the Program, and
- additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone

acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial

Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this

Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

ライセンス情報

以下に表示されている「プログラム」には、プログラムのご使用条件 および次の追加条件に基づいて使用権が許諾されます。

プログラム名: IBM Software Configuration and Library Manager Administrator Toolkit
プログラム番号: 5697-J19
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。家庭用/携帯用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。

IBM 所定の稼動環境

「プログラム」の仕様および IBM 所定の稼動環境については、「プログラム」と共に提供される文書に記載がされています。また、「README」ファイルまたは発表レター等 IBM により公開された情報に記載される場合もあります。

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 IBM 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) IBM 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 IBM の保証および賠償責任は、IBM 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 IBM がお客様に提供すべき特記事項および IBM 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、IBM 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。

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

zSeries プログラムのサブキャパシティーの条件

サブキャパシティーの条件は「IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing」を参照してください。

特記事項

Eclipse SDK 3.0

以下の「適用除外コンポーネント」または「別々に使用許諾されるコード」(あるいはその両方) のサブセットは、Eclipse Foundation から調達しました：Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 および XSD 2.0 （以下「Eclipse コード」と総称します。）。ソース・コード取得のための説明を含め、「Eclipse コード」の注意事項および重要なお知らせは、「Eclipse コード」のディレクトリー内にある関連する「about.html」ファイル (以下「About ファイル」といいます。) でご覧いただけます。これらの「About ファイル」は、お知らせのみを目的にして提供されます。また、該当する上記「適用除外コンポーネント」または「別途使用許諾されるコード」に記載される条件が、「Eclipse コード」の使用に関し、そのお知らせのこれと異なる条件に優先して適用されます。

LPEX

以下の追加条件は LPEX に適用されます: IBM は「Eclipse コード」に対していくつか修正を加えました。その修正は「Eclipse プラットフォーム・クラス」と呼ばれるもので、下記に列挙されています。「Eclipse プラットフォーム・クラス」は、本「プロ

グラム」に固有のものであるため、Eclipse Foundation への寄贈はされません。
「Eclipse プラットフォーム・クラス」は、この IBM の「プログラムのご使用条件」
ではなく、Common Public License の条項に基づいてお客様に提供されます。これら
の IBM による変更版のソース・コードは、本「プログラム」とともに提供される
「oslpexsrc.zip」ファイルでご覧いただけます。

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS
COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR
DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE
OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed
under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed
by that particular Contributor. A Contribution 'originates' from a Contributor if it was
added to the Program by such Contributor itself or anyone acting on such Contributor's
behalf. Contributions do not include additions to the Program which: (i) are separate
modules of software distributed in conjunction with the Program under their own license
agreement, and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

″Licensed Patents ″ mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

″Program″ means the Contributions distributed in accordance with this Agreement.

″Recipient″ means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN ″AS IS″ BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall

terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

라이센스 정보

아래에 나열된 프로그램은 프로그램 라이센스 계약(IPLA) 외에 다음 조건에 의거하여 라이센스가 부여됩니다.

프로그램 이름: IBM Software Configuration and Library Manager Administrator Toolkit
프로그램 번호: 5697-J19
가정용/휴대용 컴퓨터에 대한 사용 권한: 귀하는 추가 라이센스 비용을 지불해야만 본 프로그램을 추가 기계에 복제 및 사용할 수 있습니다.

명시된 운영 환경

본 프로그램의 명세 및 명시된 운영 환경 정보는 본 프로그램에 동봉되는 문서, 예를 들어, read-me 파일이나, 발표 문서(announcement letter)와 같이 IBM에서 발행하는 기타 정보에 들어 있습니다.

제외 구성요소

본 조항의 규정은 본 라이센스에 적용되는 법률에 준해서 유효하지 않거나 시행이 불가능할 경우에는 적용되지 않습니다. 아래 명시된 구성요소는 "제외 구성요소"에 해당합니다. 본 IBM 계약 또는 귀하와 IBM 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 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.

　　(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) IBM과 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 IBM의 보증 및 책임과 관련하여 IBM 라이센스 계약 조항 중 독일과 오스트리아에 적용할 수 있는 개별 조항만 적용합니다.

제외 구성요소(특정 제외 구성요소의 코드 원본 취득에 관한 지침 포함)와 관련하여 IBM이 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 IBM 계약의 조항은 IBM이 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 경우)는 본 프로그램의 업데이트나 수정팩에 들어 있는 다른 NOTICES 파일에 명시됩니다.

다음은 제외 구성요소입니다.

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

zSeries 프로그램에 대한 분할 용량 조항

해당 분할 용량에 대한 조항을 확인하기 위해 "zSeries 플랫폼 프로그램 분할 용량 기준 가격에 대한 IPLA 부칙"을 참고하십시오.

프로그램 고유 조항

Eclipse SDK 3.0

다음은 Eclipse Foundation에서 제공하는 제외 구성요소 및/또는 별도의 라이센스가 부여된 코드의 서브세트입니다: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0, Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 및 XSD 2.0(이하 통칭하여 "Eclipse 코드"라 함). Eclipse 코드에 대한 주의사항 및 중요한 정보(코드 원본 취득에 관한 지침 포함)는 Eclipse 코드에 대한 디렉토리에 있는 "about.html" 파일(이하 "About(제품정보) 파일")에서 확인할 수 있습니다. About(제품정보) 파일은 정보 제공용으로만 제공되는 것이며, 별도의 규정이 포함되어 있는 경우라도, Eclipse 코드의 사용에 대해서는 제외 구성요소 또는 별도의 라이센스가 부여된 코드 절에 명시된 조건이 적용됩니다.

LPEX

다음 추가 조건은 LPEX에 적용됩니다: IBM은 Eclipse 코드에 대한 일부 수정본을 작성했으며, 이러한 수정본을 "Eclipse Platform Classes"라고 합니다. Eclipse Platform Classess가 아래에 나열되어 있습니다. Eclipse Platform Classes는 본 프로그램에서 고유하므로 Eclipse Foundation에 귀속되지 않았습니다. Eclipse Platform Classes는 IBM 프로그램 라이센스 계약이 아닌, 일반 공용 라이센스(CPL)의 조항에 의거하여 귀하에게 제공되고 있습니다. 이와 같이 추가된 IBM 수정본의 소스 코드는 본 프로그램과 함께 제공된 "oslpexsrc.zip" 파일에서 확인할 수 있습니다.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java

com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works

of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
• effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
• effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
• states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
• states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including

but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new

version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

INFORMACJE LICENCYJNE

Na Programy wyszczególnione poniżej udzielane są licencje na warunkach, stanowiących uzupełnienie warunków, które zawiera Międzynarodowa Umowa Licencyjna na Program.

Nazwa Programu: IBM Software Configuration and Library Manager Administrator Toolkit
Numer Programu: 5697-J19
Upoważnienie do używania na komputerze domowym/przenośnym: Użytkownik nie może kopiować ani używać tego Programu na innym komputerze, nie uiściwszy dodatkowych opłat licencyjnych.

Określone Środowisko Pracy

Specyfikacje Programu oraz informacje dotyczące określonego środowiska pracy mogą znajdować się w dokumentacji załączonej do Programu, jeśli takowa istnieje, na przykład w postaci pliku readme lub w formie innej informacji ogłoszonej przez IBM, na przykład w dokumencie announcement letter.

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 jakiekolwiek warunki Umowy lub jakiejkolwiek innej umowy, jaką Użytkownik mógł zawrzeć z IBM:

(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 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, spowodowane Komponentami Wyłączonymi;

(c) IBM 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 IBM w zakresie Komponentów Wyłączonych podlega jedynie odpowiednim warunkom umów licencyjnych IBM dla Niemiec i Austrii.

Zastrzeżenia i ważne informacje, które IBM 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 IBM, 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Warunki przy ograniczonej mocy obliczeniowej dla Programów zSeries

Należy zapoznać się z ″Poprawką do Międzynarodowej Umowy Licencyjnej na Program dotyczącą cen przy ograniczonej mocy obliczeniowej programów na platformie zSeries″, aby ustalić, jakie warunki mają zastosowanie przy ograniczonej mocy obliczeniowej.

Warunki specyficzne dla Programów

Eclipse SDK 3.0

Następujący podzbiór Komponentów Wyłączonych i/lub Kodu Licencjonowanego Oddzielnie został uzyskany od Fundacji Eclipse: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 oraz XSD 2.0 (łącznie elementy te są określane mianem ″Kodu Eclipse″). Uwagi oraz istotne informacje o Kodzie Eclipse, w tym instrukcje, jak uzyskać kod źródłowy, znaleźć można w związanych z nim plikach ″about.html″ (zwanych dalej łącznie ″Plikami About″), znajdujących się w katalogu Kodu Eclipse. Takie Pliki About dostarczane są jedynie w celach informacyjnych. Bez względu na stanowiące inaczej warunki niniejszego dokumentu, korzystanie przez Użytkownika z takiego Kodu Eclipse

podlega warunkom przedstawionym powyżej w odpowiednim paragrafie ″Komponenty Wyłączone″ lub ″Kod Licencjonowany Oddzielnie″.

LPEX

DO PRODUKTU LPEX MAJĄ ZASTOSOWANIE PONIŻSZE WARUNKI DODATKOWE: IBM wprowadził do Kodu Eclipse określone modyfikacje, które określane są mianem ″Klas Platformy Eclipse″ i wymienione poniżej. Klasy Platformy Eclipse nie zostały przekazane z powrotem do Fundacji Eclipse, ponieważ stanowią unikalny składnik tego Programu. Klasy Platformy Eclipse są udostępniane Użytkownikowi na warunkach licencji Common Public License (zwanej dalej ″CPL″), a nie niniejszej Umowy Licencyjnej IBM na Program. Kod źródłowy dla tych dodatkowych modyfikacji IBM znaleźć można w pliku oslpexsrc.zip, dołączonym do Programu.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

″Licensed Patents ″ mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

″Program″ means the Contributions distributed in accordance with this Agreement.

″Recipient″ means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor (″Commercial Contributor″) hereby agrees to defend and indemnify every other Contributor (″Indemnified Contributor″) against any losses, damages and costs (collectively ″Losses″) arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the

Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN ″AS IS″ BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the

date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

INFORMAÇÕES SOBRE LICENCIAMENTO

Os Programas abaixo indicados estão licenciados sob/ao abrigo dos seguintes termos e condições além daqueles constantes do Acordo Internacional de Licenciamento do Programa.

Nome do Programa: IBM Software Configuration and Library Manager Administrator Toolkit
Número do Programa: 5697-J19
Autorização para Utilização em Computador Pessoal/Portátil: O Cliente não pode copiar e utilizar este Programa em outro computador sem pagar encargos de licenciamento adicionais.

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 "readme", ou outra informação publicada pela IBM, tal como uma carta de anúncio.

Componentes Excluídos

Os termos deste parágrafo não se aplicam até o limite em que sejam considerados inválidos ou não-exeqüíveis/exeqüíveis 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 IBM:

(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 conseqüencial/consequencial, incluindo, mas não se limitando à perda de dados, perda de economias em relação com os Componentes Excluídos; e,

(c) a IBM e os Fornecedores não são responsáveis pelo Cliente e não defenderão, indenizarão/indemnizarão 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 IBM para com os Componentes Excluídos é regulada apenas pelos respectivos termos aplicáveis para a Alemanha e a Áustria nos acordos de licenciamento IBM.

Avisos e informações importantes que a IBM 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 IBM e não por outra parte. Futuras atualizações/actualizações ou fixpacks 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Termos de Subcapacidade para Programas zSeries

Consulte o documento "IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing" para determinar os termos de subcapacidade aplicáveis.

Termos Exclusivos do Programa

Eclipse SDK 3.0

O seguinte subconjunto de Componentes Excluídos e/ou Código Licenciado Separadamente foi obtido da Eclipse Foundation: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0, Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 e XSD 2.0 (coletivamente/colectivamente referidos aqui como "Código Eclipse"). Avisos e informações importantes, incluindo instruções sobre a obtenção/aquisição do código fonte, para o Código Eclipse podem ser encontrados nos "arquivos/ficheiros about.html" associados ("Arquivos/Ficheiros "About""), localizados num diretório/directório para o Código Eclipse. Estes Arquivos/Ficheiros About são fornecidos apenas para propósitos/fins informativos e não obstante qualquer disposição em contrário, os termos que regulam a sua utilização de tal Código

Eclipse deverão estar mediante o definido acima nas seções/secções Componentes Excluídos ou Código Licenciado Separadamente conforme aplicável.

LPEX

OS SEGUINTES TERMOS E CONDIÇÕES ADICIONAIS APLICAM-SE AO LPEX: A IBM fez determinadas modificações no Código Eclipse, as quais são referidas como "Classes da Plataforma Eclipse" e que estão listadas abaixo. As Classes da Plataforma Eclipse não tiveram contribuições posteriores para a "Eclipse Foundation" já que elas são exclusivas para este Programa. As Classes da Plataforma Eclipse são fornecidas ao Cliente sob os/ao abrigo dos termos da Licença Pública Comum ("CPL") e não sob este/ao abrigo deste Contrato de Licença Internacional de Programas. O código fonte para estas modificações IBM adicionais pode ser localizado no arquivo/ficheiro "oslpexsrc.zip" fornecido com o Programa.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
pacote com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

"Contribution" means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required

to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the

Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)

ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

INFORMACIÓN SOBRE LICENCIA

Los Programas que se enumeran a continuación son programas bajo licencia sujetos a los siguientes términos y condiciones adicionalmente a los contenidos en el Acuerdo Internacional de Programas Bajo Licencia (IPLA).

Nombre de Programa: IBM Software Configuration and Library Manager Administrator Toolkit
Número de Programa: 5697-J19
Autorización para el Uso en Sistemas Personales/Portátiles: El Cliente no puede copiar ni utilizar este Programa en otro sistema sin efectuar los pagos de una licencia adicional.

Entorno Operativo Especificado

La información sobre las especificaciones del Programa y sobre el entorno operativo especificado se pueden encontrar en la documentación que acompaña al Programa, si estuviera disponible, en forma de archivo readme, o cualquier otra información publicada por IBM, por ejemplo, una carta de anuncio.

Componentes Excluidos

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. Los componentes que se listan a continuación son "Componentes Excluidos". Independientemente de los términos de este Acuerdo o de cualquier otro acuerdo que el Cliente pudiera tener con IBM:

(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 COMERCIABILIDAD 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) IBM 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 IBM de los Componentes Excluidos se rige sólo por los términos correspondientes a Alemania y Austria en los acuerdos de licencia de IBM.

Los avisos y la información importante que IBM 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, porporcionados por IBM, 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

Términos de subcapacidad para Programas zSeries

Consulte el anexo ″IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing″ para determinar los términos de subcapacidad correspondientes.

Términos Exclusivos del Programa

Eclipse SDK 3.0

El siguiente subconjunto de Componentes Excluidos y/o Código con Licencia por Separado se obtuvo de Eclipse Foundation: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 y XSD 2.0 (de ahora en adelante se denominará de forma global ″Código Eclipse″). Los Avisos y la información importante, incluidas las instrucciones para obtener el código fuente, referente al Código Eclipse se pueden encontrar en los archivos ″about.html″ correspondientes al programa en un directorio para el Código Eclipse. Estos Archivos About se proporcionan únicamente con fines informativos, e independientemente de lo que se establezca, los términos que rigen el uso por parte del Cliente del Código Eclipse serán los que se han establecido anteriormente en el apartado de los correspondientes Componentes Excluidos o en el apartado de Código Licenciado por Separado.

LPEX

LOS SIGUIENTES TÉRMINOS Y CONDICIONES ADICIONALES SE APLICAN A LPEX: IBM ha realizado determinadas modificaciones al Código Eclipse, dichas modificaciones se denominarán ″Clase de Plataforma Eclipse″ y se listan a continuación. Las Clases de Plataforma Eclipse no se donaron a Eclipse Foundation, ya que son exclusivas de este Programa. Las Clases de Plataforma Eclipse se ofrecen al Cliente de acuerdo con los términos de la Licencia Pública Común (″CPL″) y no de acuerdo con este Acuerdo Internacional de Programas bajo Licencia de IBM. El código fuente de estas modificaciones adicionales de IBM se pueden encontrar en el archivo ″oslpexsrc.zip″ que se ofrece con el Programa.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a

Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:
- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;
- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;
- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and
- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor ("Commercial

Contributor") hereby agrees to defend and indemnify every other Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this

Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

LİSANS BİLGİLERİ

Aşağıda listelenen programlar, Uluslararası Program Lisans Sözleşmesi kayıt ve koşullarına ek olarak aşağıdaki kayıt ve koşullar kapsamında lisanslanmıştır.

Program Adı: IBM Software Configuration and Library Manager Administrator Toolkit
Program Numarası: 5697-J19
Evde Kullanım için Yetki/Taşınabilir Bilgisayarda Kullanım için Yetki: Bu Programı, ek lisans ücretlerini ödemeden bir başka bilgisayara kopyalayamayacağınız ve bir başka bilgisayarda kullanamayacağınız anlamındadır.

Tanımlanmış İşletim Ortamı

Programın belirtimleri ve tanımlanmış işletim ortamı bilgileri, Programla birlikte gönderilen, varsa READ-ME dosyası gibi belgelerde veya IBM tarafından yayınlanan duyuru mektubu gibi diğer bilgilerde bulunabilir.

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 IBM 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 ZIMNİ GARANTİLER VE KOŞULLAR DA DAHİL, ANCAK BUNLARLA SINIRLI OLMAKSIZIN AÇIK VEYA ZIMNİ, 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, arızi, özel, asıl tazminata ek olarak hükmolunan cezai tazminatlardan veya sonuçta ortaya çıkan herhangi bir zarardan sorumlu değildirler; ve

(c) IBM 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 IBM'in garanti ve yükümlülüğü yalnızca, IBM lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullara tabidir.

IBM'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, IBM 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:

Ant 1.6.1
Tomcat 4.1.30
Lucene 1.3
Mozilla API
JSch 0.1.16
Java SSH Applet
JUnit 3.8.1
Eclipse SDK 3.0
Eclipse Platform 3.0

zSeries Programları için Kapasite Altı Kullanım Koşulları

Geçerli kapasite altı kullanım koşullarını belirlemek için ″zSeries Platform Programları Kapasite Altı Kullanım Fiyatlandırması için UPLS Düzeltmesi″ (″IPLA Amendment for zSeries Platform Programs Sub-Capacity Pricing″) adlı belgeye bakın.

Programa Özgü Koşullar

Eclipse SDK 3.0

Sözleşme Dışında Tutulan Bileşenler'e ve/veya Ayrıca Lisanslanan Kod'a ilişkin aşağıdaki alt küme Eclipse.Foundation'dan edinilmiştir: Ant 1.6.1, XML4J 4.3, Tomcat 4.1.30, SAX, DOM, MX4J, Lucene 1.3, Mozilla API, JSch 0.1.16, Java SSH Applet, JUnit 3.8.1, Eclipse SDK 3.0 , Eclipse Platform 3.0, GTK + API, Tomcat 3.2.4, CDT 2.0, EMF 2.0, GEF 3.0, Hyades 3.0, Commonos Logging 1.0.3, UML2 1.0, Visual Editor 1.0 ve XSD 2.0 (topluca ″Eclipse Kodu″ olarak anılır). Eclipse Kodu'na ilişkin kaynak kodu edinme yönergeleri de dahil olmak üzere, bildirimler ve önemli bilgiler, Eclipse Kodu'na ilişkin bir dizinde yer alan ilişkili ″about.html″ dosyalarında (″Hakkında Dosyaları″) bulunabilir. Bu Hakkında Dosyaları yalnızca bilgi vermek amacıyla sağlanır ve bu belgede aksini belirten herhangi bir ifade dikkate alınmaksızın, bu tür Eclipse Kodu'nu kullanımınızı belirleyen koşullar, yukarıda geçerli Sözleşme Dışında Tutulan Bileşenler'de veya Ayrıca Lisanslanan Kod bölümünde belirtildiği şekilde olacaktır.

LPEX

AŞAĞIDAKİ EK KAYIT VE KOŞULLAR LPEX İÇİN GEÇERLİDİR: IBM, Eclipse Kodu'nda, aşağıda listelenen ve ″Eclipse Platformu Sınıfları″ olarak atıfta bulunulan belirli değişiklikler yapmıştır. Eclipse Platformu Sınıfları, bu Programa özgü olduklarından, Eclipse

Foundation'a bir katkıda bulunulmamıştır. Eclipse Platformu Sınıfları size Ortak Genel Lisans (″Common Public License - CPL″) koşulları kapsamında sağlanır; Eclipse Platformu Sınıfları size bu IBM Program Lisans Sözleşmesi kapsamında sağlanmaz. Bu ek IBM değişikliklerine ilişkin kaynak kodu, bu Programla birlikte sağlanan ″oslpexsrc.zip″ dosyasında bulunabilir.

com.ibm.lpex.alef.LpexTextViewer.java
com.ibm.lpex.alef.LpexTextViewerHoverManager.java
com.ibm.lpex.alef.LpexAnnotationBarHoverManager.java
com.ibm.lpex.alef.LpexSourceViewer.java
com.ibm.lpex.alef.LpexVerticalRuler.java
com.ibm.lpex.alef.VisualAnnotationModel.java
com.ibm.lpex.alef.DefaultEncodingSupport.java
com.ibm.lpex.alef.LpexTextEditor.java
com.ibm.lpex.alef.LpexAbstractDecoratedTextEditor.java
com.ibm.lpex.alef.LpexAbstractTextEditor.java
com.ibm.lpex.alef.EditorStatusLine.java
com.ibm.lpex.alef.LpexStatusTextEditor.java
package com.ibm.lpex.alef.contentassist.

Common Public License Version 1.0

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE (″AGREEMENT″). ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES RECIPIENT'S ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS

″Contribution″ means:

a. in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and

b. in the case of each subsequent Contributor:
• changes to the Program, and
• additions to the Program;

where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it was added to the Program by such Contributor itself or anyone acting on such Contributor's behalf. Contributions do not include additions to the Program which: (i) are separate modules of software distributed in conjunction with the Program under their own license agreement, and (ii) are not derivative works of the Program.

″Contributor″ means any person or entity that distributes the Program.

″Licensed Patents ″ mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with the Program.

″Program″ means the Contributions distributed in accordance with this Agreement.

″Recipient″ means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense the Contribution of such Contributor, if any, and such derivative works, in source code and object code form.

b. Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Contribution of such Contributor, if any, in source code and object code form. This patent license shall apply to the combination of the Contribution and the Program if, at the time the Contribution is added by the Contributor, such addition of the Contribution causes such combination to be covered by the Licensed Patents. The patent license shall not apply to any other combinations which include the Contribution. No hardware per se is licensed hereunder.

c. Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that the Program does not infringe the patent or other intellectual property rights of any other entity. Each Contributor disclaims any liability to Recipient for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to distribute the Program, it is Recipient's responsibility to acquire that license before distributing the Program.

d. Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreement.

3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and

b) its license agreement:

- effectively disclaims on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

- effectively excludes on behalf of all Contributors all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits;

- states that any provisions which differ from this Agreement are offered by that Contributor alone and not by any other party; and

- states that source code for the Program is available from such Contributor, and informs licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

When the Program is made available in source code form:

a) it must be made available under this Agreement; and

b) a copy of this Agreement must be included with each copy of the Program.

Contributors may not remove or alter any copyright notices contained within the Program.

Each Contributor must identify itself as the originator of its Contribution, if any, in a manner that reasonably allows subsequent Recipients to identify the originator of the Contribution.

4. COMMERCIAL DISTRIBUTION

Commercial distributors of software may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, the Contributor who includes the Program in a commercial product offering should do so in a manner which does not create potential liability for other Contributors. Therefore, if a Contributor includes the Program in a commercial product offering, such Contributor (″Commercial Contributor″) hereby agrees to defend and indemnify every other Contributor (″Indemnified Contributor″) against any losses, damages and costs (collectively ″Losses″) arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Commercial Contributor in connection with its distribution of the Program in a commercial product offering. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify the Commercial Contributor in writing of such claim, and b) allow the Commercial Contributor to control, and cooperate with the Commercial Contributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

For example, a Contributor might include the Program in a commercial product offering, Product X. That Contributor is then a Commercial Contributor. If that Commercial Contributor then makes performance claims, or offers warranties related to Product X, those performance claims and warranties are such Commercial Contributor's responsibility alone. Under this

section, the Commercial Contributor would have to defend claims against the other Contributors related to those performance claims and warranties, and if a court requires any other Contributor to pay any damages as a result, the Commercial Contributor must pay those damages.

5. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED ON AN ″AS IS″ BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Each Recipient is solely responsible for determining the appropriateness of using and distributing the Program and assumes all risks associated with its exercise of rights under this Agreement, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

6. DISCLAIMER OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. GENERAL

If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

If Recipient institutes patent litigation against a Contributor with respect to a patent applicable to software (including a cross-claim or counterclaim in a lawsuit), then any patent licenses granted by that Contributor to such Recipient under this Agreement shall terminate as of the date such litigation is filed. In addition, if Recipient institutes patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then such Recipient's rights granted under Section 2(b) shall terminate as of the date such litigation is filed.

All Recipient's rights under this Agreement shall terminate if it fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable

period of time after becoming aware of such noncompliance. If all Recipient's rights under this Agreement terminate, Recipient agrees to cease use and distribution of the Program as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to the Program shall continue and survive.

Everyone is permitted to copy and distribute copies of this Agreement, but in order to avoid inconsistency the Agreement is copyrighted and may only be modified in the following manner. The Agreement Steward reserves the right to publish new versions (including revisions) of this Agreement from time to time. No one other than the Agreement Steward has the right to modify this Agreement. IBM is the initial Agreement Steward. IBM may assign the responsibility to serve as the Agreement Steward to a suitable separate entity. Each new version of the Agreement will be given a distinguishing version number. The Program (including Contributions) may always be distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to distribute the Program (including its Contributions) under the new version. Except as expressly stated in Sections 2(a) and 2(b) above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.

This Agreement is governed by the laws of the State of New York and the intellectual property laws of the United States of America. No party to this Agreement will bring a legal action under this Agreement more than one year after the cause of action arose. Each party waives its rights to a jury trial in any resulting litigation.

IBM®

Printed in USA