

Weather Company Operations Dashboard

Ta opis storitve opisuje storitve v oblaku, ki jih IBM zagotavlja naročniku. Naročnik pomeni pogodbeno stranko in njene pooblaščen uporabnike ter prejemnike storitev v oblaku. Veljavna ponudba in dokazilo o upravičenosti sta zagotovljena v obliki ločenih transakcijskih dokumentov.

1. Storitev v oblaku

IBM Cloud Service for Weather Company Operations Dashboard (storitev v oblaku) uporablja aplikacijske programske vmesnike in aplikacije, ki temeljijo na sistemu iOS, katere naročniku omogočajo prejetje podatkov. "Podatki" so podatki o vremenu in podatki o prometu (tako pretoki v realnem času kot dogodki), ki so zagotovljeni prek storitev v oblaku (kar med drugim vključuje napovedi, zemljevide, opozorila in grafikone), kot je to opisano v tem opisu storitev.

1.1 Weather Company Operations Dashboard

Weather Company Operations Dashboard kombinira vreme, opozarjanje in preslikave ter je del rastočega portfelja poslovno usmerjenih aplikacij za iOS, ki jih ponuja The Weather Company. Ker aplikacija, hitrost, uporabniška izkušnja in globina informacij zagotavljajo edinstveno uporabniško izkušnjo neposredno v mobilno napravo (telefon ali tablični računalnik), omogočajo sprejemanje odločitev na poti.

1.2 Dodatne storitve

1.2.1 Weather Company Operations Dashboard for Ground Transportation

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Ground Transportation	Ta storitev je aplikacija, ki temelji na sistemu iOS, namenjena je za tablične računalnike in telefone ter ponuja lokaliziran, interaktiven in odziven dostop do vremenskih in prometnih storitev - s tem podjetjem s sredstvi na poti omogoča združevanje vpogledov v realnem času z napovedanimi vpogledi in opozorili, s tem pa sprejemanje kritičnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.2.2 Weather Company Operations Dashboard for Retail

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Retail	Ta storitev je aplikacija, ki temelji na sistemu iOS, namenjena je za tablične računalnike in telefone ter ponuja lokaliziran, interaktiven in odziven dostop do vremenskih in prometnih storitev - s tem podjetjem s sredstvi na poti omogoča združevanje vpogledov v realnem času z napovedanimi vpogledi in opozorili, s tem pa sprejemanje kritičnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.2.3 Weather Company Operations Dashboard for Oil & Gas

Ta paket vključuje dostop do naslednjih podatkov:

Komponenta	Opis
Dodatek Weather Company Operations Dashboard for Oil & Gas	Ta storitev je aplikacija, ki temelji na sistemu iOS; namenjena je za tablične računalnike in telefone ter ponuja lokaliziran, interaktiven in odziven dostop do naborov podatkov v globalni bazi Weather in dodatnih ustreznih naborov podatkov, s čimer podjetjem, ki se ukvarjajo z nafto in plinom in imajo sredstva kjer koli na svetu, omogoča združevanje vpogledov v realnem času z napovedanimi vpogledi in opozorili, s tem pa sprejemanje kritičnih poslovnih odločitev in izboljšanje operativne učinkovitosti.
Weather Company Operations Dashboard for Oil & Gas – Sites	Ta storitev ponuja integracijo podatkov iz radarjev, ki jih je kupila stranka, znotraj aplikacije iOS v realnem času. Naročniki lahko kupijo enega ali več radarjev in ko so ti nameščeni, se podatki prenašajo nazaj v The Weather Company, kjer se obdelajo in v realnem času ponudijo znotraj aplikacije za iOS.
Weather Company Operations Dashboard for Oil & Gas with Radar	Ta storitev je aplikacija, ki temelji na sistemu iOS; namenjena je za tablične računalnike in telefone ter ponuja lokaliziran, interaktiven in odziven dostop do podatkov v globalni bazi Weather skupaj s podatki v realnem času iz enega ali več radarjev, ki jih je kupila stranka. Radarji so lahko nameščeni kjer koli na svetu in služijo kot sredstvo za zagotavljanje dragocenih podatkov v realnem času iz oddaljenih delov sveta. Dodatno so vizualizirani še drugi ustrezni nabori podatkov, kar podjetjem, ki se ukvarjajo z nafto in plinom ter imajo sredstva kjer koli na svetu, omogoča združevanje vpogledov v realnem času z napovedanimi vpogledi in opozorili, s tem pa sprejemanje kritičnih poslovnih odločitev in izboljšanje operativne učinkovitosti.

1.3 Weather Company Operations Dashboard Solution Systems

Ta paket vključuje dostop do naslednjega:

Komponenta	Opis
Weather Company Oil & Gas Radar – z2G4 System	Radarski sistem, ki vključuje programe, ločeno licencirano kodo in sistem Z2G4 HP, ki je računalnik drugega proizvajalca, se prodaja z vsakim radarjem, ki ga je kupil naročnik. Radarski sistem je povezan z radarjem in v realnem času očitava podatke, ki jih je zabeležil radar, ter jih pošilja podjetju The Weather Company.

2. Vsebina in varstvo podatkov

Podatkovni list za obdelavo in varstvo podatkov (podatkovni list) podaja informacije, specifične za storitev v oblaku, glede vrste vsebine, ki jo bo mogoče obdelovati, vključenih aktivnosti obdelave, funkcij varstva podatkov in podrobnosti glede hrambe in vračila vsebine. V tem razdelku so določene podrobnosti ali pojasnila ter določbe, vključno z odgovornostmi naročnika, povezanimi z uporabo storitve v oblaku, in morebitne funkcije varstva podatkov. Glede na možnosti, ki jih je izbral naročnik, se lahko za naročnikovo uporabo storitev v oblaku uporablja več podatkovnih listov. Podatkovni list je lahko na voljo samo v angleščini, medtem ko v lokalnem jeziku ni na voljo. Navkljub morebitnim lokalnim zakonodajnim praksam ali običajem stranki soglašata, da razumeta angleščino in da je angleščina ustrezen jezik za pridobitev in uporabo storitev v oblaku. Za storitve v oblaku in možnosti, ki so na voljo, se uporablja(jo) naslednji podatkovni list(i).

Povezave do ustreznih podatkovnih listov:

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

Naročnik mora sprejeti potrebne ukrepe za naročanje, omogočanje ali uporabo razpoložljivih funkcij za varstvo podatkov za storitev v oblaku, ter prevzema odgovornost za uporabo storitev v oblaku, če takšnih ukrepov ne sprejme, vključno z izpolnjevanjem morebitnih zahtev s področja varstva podatkov ali drugih zakonskih zahtev, povezanih z vsebino.

Velja IBM-ov dodatek o obdelavi podatkov, ki je na voljo na spletnem mestu <http://ibm.com/dpa> (DPA) in je s sklicem vključen v pogodbo, za osebne podatke, če so ti vključeni v vsebino, pa velja Splošna uredba (EU) 2016/679 o varstvu podatkov (GDPR). Ustrezni podatkovni list za to storitev v oblaku se bo uporabljal kot dodatek DPA.

3. Pogodba o ravni storitev

IBM za storitev v oblaku zagotavlja naslednjo pogodbo o ravni storitev za razpoložljivost ("SLA"), kot je navedeno v dokazilu o upravičenosti. Pogodba o ravni storitev ne zagotavlja jamstva/garancije. Pogodba o ravni storitev je na voljo samo naročniku in velja samo za uporabo v produkcijskih okoljih.

3.1 Dobropisi za razpoložljivost

Naročnik mora pri IBM-ovi službi za tehnično podporo vložiti prijavo za podporo ravni resnosti 1, in sicer v 24 urah od trenutka, ko naročnik ugotovi, da je prišlo do kritičnega vpliva na poslovanje in storitev v oblaku ni na voljo. Naročnik mora razumno pomagati IBM-u pri diagnosticiranju in razreševanju težav.

Naročnik mora predložiti zahtevek na podlagi prijave za podporo zaradi neizpolnjevanja pogodbe o ravni storitev v 3 delovnih dneh po koncu pogodbenega meseca. Nadomestilo za upravičen zahtevek na podlagi pogodbe o ravni storitev (SLA) bo priznано kot dobropis pri naslednjem računu za storitev v oblaku na podlagi seštevka minut za vsako zahtevo za povezavo s primerkom baze podatkov, ki ni uspešna v minuti ure ("nerazpoložljivost"). Nerazpoložljivost se meri od trenutka, ko je naročnik poročal o dogodku, do trenutka, ko je bilo obnovljeno delovanje storitve v oblaku, in ne vključuje časa, ki je povezan z izpadom zaradi načrtovanega ali napovedanega vzdrževanja; zaradi vzrokov, ki so zunaj IBM-ovega nadzora; zaradi težav z vsebino, tehnologijo, zasnovo ali navodili naročnika ali tretje osebe; zaradi nepodprtih sistemskih konfiguracij in platform ali zaradi drugih napak naročnika; ali zaradi varnostnega incidenta, ki ga je povzročil naročnik ali naročnikovo preizkušanje varnosti. IBM bo priznal najvišje veljavno nadomestilo na podlagi zbirne razpoložljivosti storitve v oblaku v vsakem pogodbenem mesecu, kot je prikazano v spodnji tabeli. Celotno nadomestilo za posamezni pogodbeni mesec ne sme presegati 10 odstotkov ene dvanajstine (1/12) letnih stroškov za storitev v oblaku.

3.2 Ravni storitev

Razpoložljivost storitve v oblaku v pogodbenem mesecu

Razpoložljivost v pogodbenem mesecu	Nadomestilo (odstotek mesečne naročnine* za pogodbeni mesec, na katerega se nanaša zahtevek)
Manj kot 99,9 %	2 %
Manj kot 99 %	5 %
Manj kot 95 %	10 %

* Če je naročnik storitev v oblaku pridobil od IBM-ovega poslovnega partnerja, se mesečna naročnina izračuna na podlagi takrat veljavne cene za storitev v oblaku, ki velja za pogodbeni mesec, na katerega se nanaša zahtevek, pri čemer bo upoštevan 50-odstotni popust. IBM bo rabat omogočil neposredno naročniku.

Razpoložljivost, izražena v odstotkih, se izračuna kot: (a) skupno število minut v pogodbenem mesecu, zmanjšano za (b) skupno število minut nerazpoložljivosti v pogodbenem mesecu, deljeno s (c) skupnim številom minut v pogodbenem mesecu.

4. Tehnična podpora

Tehnična podpora za storitve v oblaku je na voljo prek e-pošte in telefona. V vodiču po IBM-ovi programski opremi kot storitvi, ki je na voljo na spletni strani https://www.ibm.com/software/support/saas_support_guide.html, so na voljo kontaktni in drugi podatki ter procesi tehnične podpore. Tehnična podpora je zagotovljena v okviru storitev v oblaku in ni na voljo kot ločena ponudba.

5. Pooblastila in zaračunavanje

5.1 Metrike zaračunavanja

Storitve v oblaku so na voljo na podlagi naslednje metrike zaračunavanja, ki je določena v transakcijskem dokumentu:

- Pooblaščen uporabnik je merska enota, na podlagi katere je mogoče pridobiti storitve v oblaku. Naročnik mora pridobiti ločena namenska pooblastila za vsakega edinstvenega pooblaščenega uporabnika, ki lahko dostopa do storitve v oblaku na katerikoli neposreden ali posreden način, prek kateregakoli sredstva (na primer prek multipleksirnega programa, naprave ali aplikacijskega strežnika). Naročnik mora pridobiti zadostna pooblastila, da z njimi pokrije število sočasnih pooblaščenih uporabnikov, ki imajo dostop do storitev v oblaku med meritvenim obdobjem, navedenim v naročnikovem dokazilu o upravičenosti ali transakcijskem dokumentu.
- Odjemalska naprava je merska enota, na podlagi katere je mogoče pridobiti strojno opremo radarskega sistema. Odjemalska naprava je računalniška naprava za enega uporabnika, komunikacijska naprava, senzor za posebni namen ali telemetrijska naprava, ki zahteva izvajanje nabora ukazov, postopkov ali aplikacij (oziroma te prejme v izvajanje) iz drugega računalniškega sistema, ki se običajno imenuje strežnik ali ga strežnik upravlja na kak drug način, oziroma tja pošilja podatke. Odjemalska naprava ima lahko zmožnosti za obdelavo ali jo je mogoče programirati tako, da uporabniku omogoča opravljanje dela. Naročnik mora pridobiti pooblastilo za vsako odjemalsko napravo, ki izvaja storitev v oblaku, ji posreduje podatke, uporablja njene storitve ali do nje kako drugače dostopa med meritvenim obdobjem, navedenim v naročnikovem transakcijskem dokumentu.
- ID entitete je unikatni identifikator subjekta, predstavljenega v storitvah v oblaku. Naročnik mora pridobiti zadostno število pooblastil za pokritje števila ID-jev entitet, določenih v storitvi v oblaku med meritvenim obdobjem, navedenim v naročnikovem dokazilu o upravičenosti ali transakcijskem dokumentu.
- Primerek je merska enota, na podlagi katere je mogoče pridobiti storitev v oblaku. Primerek je dostop do posamezne konfiguracije storitve v oblaku. Naročnik mora pridobiti zadostno število pooblastil za vsak primerek storitev v oblaku, do katerega je mogoče dostopati in ga uporabljati med meritvenim obdobjem, navedenem v naročnikovem dokazilu o upravičenosti ali transakcijskem dokumentu.
- Milijarda ameriških dolarjev skupnega prihodka je merska enota, na podlagi katere je mogoče pridobiti storitev v oblaku. Skupni prihodek je skupna vrednost naročnikove letne prodaje in njegovih drugih virov prihodka, kot je navedeno v najnovejšem javnem poročilu, ki ga izda naročnik, ali kot je navedeno v naročnikovem najnovejšem revidiranem finančnem poročilu v primeru, če naročnik prihodka ne objavlja v javnem poročilu. Skupni prihodek v valutah, ki niso ameriški dolar, je treba pretvoriti v ameriške dolarje v skladu s tabelo na spletni strani s tabelami za pretvorbo enot. Naročnik mora pridobiti zadostna pooblastila, da z njimi pokrije znesek skupnega prihodka v ameriških dolarjih, ki ga sporoči naročnik, zaokrožen na najbližjo milijardo ameriških dolarjev.

5.2 Stroški nastavitve

Zaračunan bo enkratni strošek nastavitve po ceni, navedeni v transakcijskem dokumentu za vsako naročeno storitev nastavitve.

5.3 Zaračunavanje presežkov

Če naročnikova dejanska uporaba storitev v oblaku med meritvenim obdobjem presega pooblastila, navedena v dokazilu o upravičenosti, bo v naslednjem mesecu zaračunan presežek po ceni, navedeni v transakcijskem dokumentu.

5.4 Preverjanje

Naročnik bo i) hranil in na zahtevo posredoval zapise in produkte sistemskih orodij, kot je v razumni meri potrebno za to, da IBM in njegovi neodvisni revizorji preverjajo naročnikovo spoštovanje te pogodbe, ter bo ii) nemudoma naročil in plačal morebitna zahtevana pooblastila (vključno s povezano naročnino in podporo ali vzdrževanjem) po IBM-ovih tedaj veljavnih tarifah ter druge stroške in obveznosti, ugotovljene na podlagi takega preverjanja, kot jih IBM navede na računu. Te obveznosti v zvezi s preverjanjem skladnosti ostanejo v veljavi med obdobjem trajanja storitev v oblaku in dve leti po tem.

5.5 Pogostost zaračunavanja

IBM bo na podlagi izbrane pogostosti obračunavanja naročniku izdajal račune za zapadle obveznosti na začetku posameznega obračunskega obdobja, z izjemo stroškov za presežke in vrste uporabe, ki se zaračunavajo za nazaj.

6. Obdobje trajanja in možnosti podaljšanja

Obdobje trajanja storitev v oblaku se začne z dnem, ko IBM naročnika obvesti, da ima dostop do storitev v oblaku, navedenih v dokazilu o upravičenosti. V dokazilu o upravičenosti bo navedeno, ali se storitve v oblaku podaljšajo samodejno, se nadaljujejo na podlagi neprekinjene uporabe ali se končajo ob izteku naročniškega obdobja.

Na podlagi samodejnega podaljšanja se bo naročnina na storitve v oblaku samodejno podaljševala v okviru naročniškega obdobja, navedenega v dokazilu o upravičenosti, razen če naročnik posreduje pisno obvestilo o prenehanju podaljšanja najmanj 90 dni pred iztekom naročniškega obdobja. V primeru podaljšanja se cene letno povišajo v skladu z določili ponudbe. Če do samodejnega podaljšanja naročnine pride po IBM-ovem prejemu obvestila o odpovedi storitve v oblaku, bo obdobje podaljšanja končano ob koncu trenutnega obdobja podaljšanja ali na datum napovedanega odstopa, karkoli je prej.

Na podlagi neprekinjene uporabe bodo storitve v oblaku neprestano na voljo iz meseca v mesec, dokler naročnik ne posreduje pisnega obvestila o odpovedi z 90-dnevnim odpovednim rokom. Po izteku takega 90-dnevnega roka bo storitev v oblaku na voljo še do konca koledarskega meseca.

7. Dodatna določila

7.1 Splošno

Naročnik soglaša, da ga lahko IBM v oglaševalskih ali tržnih komunikacijah javno imenuje kot naročnika na storitve v oblaku.

Naročnik ne sme uporabiti storitev v oblaku, niti samostojno niti v kombinaciji z drugimi storitvami ali produkti, za podporo katere koli od naslednjih dejavnosti z visokim tveganjem: načrtovanje, izgradnja, nadzor ali vzdrževanje jedrskih objektov, sistemov za množični transport, nadzornih sistemov za zračni promet, avtomobilskih nadzornih sistemov, oborožitvenih sistemov ali navigacije oziroma komunikacije za zračna plovila ali katerih koli drugih dejavnosti, pri katerih bi lahko odpoved storitve privedla do resne nevarnosti za smrt ali hude telesne poškodbe.

7.2 Podporna programska oprema

Storitve v oblaku zahtevajo uporabo podporne programske opreme, ki jo naročnik prenese v svoje sisteme, da omogoči uporabo storitev v oblaku. Naročnik lahko podporno programsko opremo uporablja samo v povezavi z uporabo storitve v oblaku. Podporna programska oprema je zagotovljena "TAKŠNA, KOT JE".

7.3 Prenehanje storitve

Ob poteku ali odpovedi naročnikove naročnine bodo naročnikove poverilnice za dostop do storitev v oblaku izbrisane.

7.4 Omejitve uporabe

- a. Naročnik storitev v oblaku ali podatkov ne bo uporabljal za ciljanje ali sprožanje oglaševanja, prikazovanje oglaševanja na podlagi podatkov, povezanih z lokacijo katerega koli uporabnika tehnologije (npr. oglaševanje, sproženo na podlagi prometa), niti ne bo storitev v oblaku ali podatkov uporabljal za nobeno trženje ali sprejemanje odločitev na podlagi vsebine.
- b. Naročnik podatkov ne bo uporabljal kot del katerekoli ponudbe kakršne koli vrste, ki bi izhajala iz televizijskega ali radijskega oddajanja (npr. antenskega, kabelskega ali satelitskega) ali naročniške storitve pretakanja (npr. Sling Television, Netflix, Hulu, Amazon Prime Video, HBO GO ali radijske enakovredne različice), ki bi se zagotavljali prek kateregakoli sredstva ali medija.
- c. Naročnik bo i) izvedel komercialno razumne ukrepe za preprečitev zbiranja ali pridobivanja kakršnegakoli dela podatkov iz naročnikovih računalniških sistemov, produktov ali nadzora ("naročnikovo skrbništvo") in ii) IBM nemudoma obvestil o ugotovljenem ali upravičeno domnevanem zbiranju oziroma pridobivanju podatkov iz naročnikovega skrbništva. Pogodbeni stranki se bosta nato v dobri veri pogovorili in poskusili določiti komercialno razumen ukrep za

preprečitev teh dogodkov v prihodnosti. Če pogodbeni stranki v petih (5) delovnih dneh od prvotnega obvestila ne uspeta oblikovati ali uveljaviti komercialno razumnega ukrepa, lahko IBM začasno prekine zagotavljanje podatkov, dokler naročnik ne naredi potrebnih korakov za zaščito podatkov v svojem skrbništvu.

- d. Naročnik bo objavil in spoštoval pravilnike o zasebnosti v povezavi z naročnikovim dostopom, uporabo, deljenjem in shranjevanjem podatkov, zbranih med uporabo ali prek uporabe podatkov.
- e. Naročnik soglaša, da so povezane specifikacije in dokumentacija IBM-ovi zaupni podatki, ki se ne smejo uporabiti ali razkriti zunaj tega opisa storitve.
- f. Naročnik potrjuje, da lahko IBM občasno in kadarkoli po lastni presoji spremeni slog, obliko ali vsebino podatkov in odstrani ali preneha zagotavljati njihove segmente; v tem primeru bo IBM naročnika vključil v svoja obvestila strankam v podobni situaciji glede ključnih sprememb podatkov.
- g. Če naročnik podatke prikaže, prenese, objavi, distribuira, predstavi ali na kakršenkoli drug način posreduje tretji osebi (npr. naročnikovim strankam, poslovnim partnerjem ali končnim uporabnikom produktov) ("aplikacija za tretjo osebo"), naročnik soglaša z naslednjim:
 - (1) Naročnik ne sme uporabljati podatkov, neposredno ali posredno, kot del, ali za ustvarjanje aplikacije za tretjo osebo, katerih bistveni namen je zagotavljanje trenutnih podatkov ali analize le-teh.
 - (2) IBM bo izključni ponudnik prometnih in s prometom povezanih vsebin in informacij za aplikacijo za tretjo osebo. Skladno s tem (i) naročnik ne bo nikjer v aplikaciji za tretjo osebo prikazoval nobenih prometnih ali s prometom povezanih vsebin, razen tukaj določenih podatkov in (ii) naročnik ne bo nikamor v aplikacijo za tretjo osebo vključil nobenih vsebin, ki jih je zagotovila katera koli oseba, katere glavna dejavnost obsega pripravo, distribucijo ali prikazovanje prometnih ali s prometom povezanih informacij, pod pogojem, da lahko naročnik vključi prometne in s prometom povezane vsebine, prejete neposredno od zveznih, državnih ali lokalnih vladnih organov ali agencij ali katerega koli subjekta, ki je pod državnim nadzorom. Poleg tega naročnik ne bo v bližini podatkov, prikazanih v aplikaciji za tretjo osebo, prikazoval nobenega oglaševanja za noben program s storitvami obveščanja o prometu ali vsebine, razen za IBM ali njegove podružnice (bodisi na lokalni, regionalni, nacionalni ali mednarodni ravni).
 - (3) Naročnik specifičnih vremenskih, prometnih informacij, podatkov ali napovedi, ki so del ali so prikazane v kateremkoli delu podatkov, ne sme spreminjati in jih ne bo na noben drug način urejal, spreminjal, preoblikoval ali pripravljajal izpeljanih del iz podatkov.
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 - (b) Prikaz podatkov:

Naročnik bo IBM-u zagotovil možnost pregleda naročnikove uporabe podatkov v obdobju najmanj petih (5) delovnih dni, preden bo podatke dal na voljo za prikaz v aplikaciji za tretjo osebo ali prek te aplikacije. IBM bo lahko zavrnil način prikaza podatkov znotraj aplikacije za tretjo osebo, pri čemer IBM-ova ocena in odobritev ne

bosta brez razumnega razloga niti zavrnjena niti zapoznena. V okviru aplikacije za tretjo osebo mora naročnik nadzorovati funkcionalnost, delovanje in videz podatkov, da je tako mogoče oceniti, nemudoma obvestiti in odpraviti vse težave.

7.5 Omejitve uporabe v posamezni državi

Naročnik je dolžan ugotoviti, ali je njegova uporaba podatkov dovoljena in po potrebi pridobiti tudi vse potrebne licence, dovoljenja, odobritve in pooblastila državnih organov ali agencij v državi ali teritoriju, kjer deluje oziroma uporablja podatke, pri čemer je to pogoj IBM-ove obveznosti po tem opisu storitve.

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 - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
 - (2) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - (3) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
 - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.

- (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.
- (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
- (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
- f. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur,

and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business

your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.

- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.
- e. **Arbitration fees and payments.**
 - (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
 - (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
 - (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a). within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. Governing Law.

The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

11. Consumer Rights, Regional Variations.

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.

- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

- d. **Germany and Austria.**

- (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.

- (2) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO.

NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM

- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.
 - (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
 - (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
 - (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement.

This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings – System – About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows 10 Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobe-flash)

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Check with your device manufacturer to determine if your device is covered by a warranty.

Licenčna pogodba HP za končnega uporabnika

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An amendment or addendum to this EULA may accompany the HP Product.

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- f. **Recovery Solution.** Any software recovery solution provided with/for your HP Product, whether in the form of a hard disk drive-based solution, an external media-based recovery solution (e.g. floppy disk, CD or DVD) or an equivalent solution delivered in any other form, may only be used for restoring the hard disk of the HP Product with/for which the recovery solution was originally purchased. The use of any Microsoft operating system software contained in such recovery solution shall be governed by the Microsoft License Agreement.

2. UPGRADES.

To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by HP as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility. By using the Software Product, you also agree that HP may automatically access your HP Product when connected to the internet to check the version or status of certain Software Products and may automatically download and install upgrades or updates to such Software Products on to your HP Product to provide new versions or updates required to maintain the functionality, performance, or security of the HP Software and your HP Product and

facilitate the provision of support or other services provided to you. In certain cases, and depending on the type of upgrade or update, notifications will be provided to you (via pop-up or other means), which may require you to initiate the upgrade or update.

3. **ADDITIONAL SOFTWARE.**

This EULA applies to updates or supplements to the original Software Product provided by HP unless HP provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

4. **TRANSFER.**

- a. **Third Party.** The initial user of the Software Product may make a one-time transfer of the Software Product to another end user. Any transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software Product, your license is automatically terminated.
- b. **Restrictions.** You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.

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6. **LIMITATION ON REVERSE ENGINEERING.**

You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in this EULA.

7. **TERM.**

This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

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automatically send you version updates, you should uninstall the software prior to connecting to the Internet.

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10. LIMITATION OF LIABILITY.

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