

## Weather Company Operations Dashboard

Uraian Layanan ini menguraikan Layanan Cloud. Dokumen pemesanan yang berlaku memberikan penentuan harga dan rincian tambahan tentang pemesanan Klien.

### 1. Layanan Cloud

#### 1.1 Tawaran

Klien dapat memilih dari tawaran berikut yang tersedia.

##### 1.1.1 Weather Company Operations Dashboard

IBM Cloud Service for Weather Company Operations Dashboard (Layanan Cloud) menggunakan antarmuka program aplikasi dan aplikasi berbasis web dan mobile yang memungkinkan Klien untuk menerima Data. "Data" berarti data cuaca dan jenis data spesifik pasar yang disampaikan melalui Layanan Cloud (termasuk tanpa batasan prakiraan, peta, peringatan, dan grafik), sebagaimana yang diuraikan dalam SD ini.

#### 1.2 Layanan Opsional

Tawaran berikut adalah *add-on* opsional untuk Weather Company Operations Dashboard.

##### 1.2.1 Weather Company Operations Dashboard for Ground Transportation

Paket ini mencakup akses ke Data berikut:

Komponen	Uraian
Weather Company Operations Dashboard for Ground Transportation Add-on	Layanan ini adalah aplikasi berbasis <i>mobile</i> dan web untuk penggunaan pada tablet, telepon, dan komputer yang menyampaikan akses yang dilokalkan, interaktif, dan responsif ke layanan cuaca dan lalu lintas yang memungkinkan perusahaan dengan aset yang berjalan untuk menggabungkan wawasan waktu nyata dengan wawasan yang diprakirakan, dan peringatan untuk membuat keputusan bisnis dan meningkatkan efisiensi operasional.

##### 1.2.2 Weather Company Operations Dashboard for Retail

Paket ini mencakup akses ke Data berikut:

Komponen	Description
Weather Company Operations Dashboard for Retail Add-on	Layanan ini adalah aplikasi berbasis <i>mobile</i> dan web untuk penggunaan pada tablet, telepon, dan komputer yang menyampaikan akses yang dilokalkan, interaktif, dan responsif ke layanan cuaca dan lalu lintas yang memungkinkan perusahaan dengan aset yang berjalan untuk menggabungkan wawasan waktu nyata dengan wawasan yang diprakirakan, dan peringatan untuk membuat keputusan bisnis dan meningkatkan efisiensi operasional.

### 1.2.3 Weather Company Operations Dashboard for Oil & Gas

Paket ini mencakup akses ke Data berikut:

Komponen	Description
Weather Company Operations Dashboard for Oil & Gas Add-on	Layanan ini adalah aplikasi berbasis <i>mobile</i> dan web untuk penggunaan pada tablet, telepon, dan komputer yang menyampaikan akses yang dilokalkan, interaktif, dan responsif ke cuaca global dan dataset terkait lainnya yang memungkinkan perusahaan minyak & gas dengan aset di mana pun di dunia untuk menggabungkan wawasan waktu nyata dengan wawasan yang diprakirakan, dan peringatan untuk membuat keputusan bisnis dan meningkatkan efisiensi operasional.
Weather Company Operations Dashboard for Oil & Gas – Sites	Layanan ini menyediakan integrasi waktu nyata data dari radar yang dibeli oleh Klien dalam aplikasi berbasis <i>mobile</i> dan web. Klien dapat membeli satu atau beberapa radar dan setelah dipasang, data ditransmisikan kembali ke IBM di mana data ini diproses dan disediakan dalam aplikasi berbasis <i>mobile</i> dan web secara waktu nyata.
Weather Company Operations Dashboard for Oil & Gas with Radar	Layanan ini adalah aplikasi berbasis <i>mobile</i> dan web untuk tablet dan telepon yang menyampaikan akses yang dilokalkan, interaktif, dan responsif ke cuaca global bersamaan dengan data waktu nyata dari satu atau beberapa radar yang dibeli oleh Klien. Radar dapat dipasang di mana pun di seluruh dunia dan berfungsi sebagai sarana untuk menyediakan data waktu nyata yang berharga di daerah yang jauh di seluruh dunia. Selain itu, dataset terkait lainnya divisualisasikan untuk memungkinkan perusahaan & gas dengan aset di mana pun di seluruh dunia untuk menggabungkan wawasan waktu nyata dengan wawasan yang diprakirakan dan peringatan untuk membuat keputusan bisnis penting dan meningkatkan efisiensi operasional.

### 1.2.4 Weather Company Operations Dashboard Solution Systems

Paket ini mencakup akses ke hal-hal berikut:

Komponen	Description
Weather Company Operations Dashboard for Oil & Gas – Radar System	Radar System, yang mencakup Program, Kode Berlisensi Terpisah, dan sistem HP yang merupakan Mesin non-IBM, dijual dengan setiap radar yang dibeli oleh Klien. Radar System terhubung ke radar serta membaca dan mentransmisikan data waktu nyata yang direkam oleh radar kembali ke IBM.

## 2. Lembar Data Perlindungan dan Pemrosesan Data

Adendum Pemrosesan Data IBM di <http://ibm.com/dpa> (Data Processing Addendum - "DPA") dan Lembar(-lembar) Data Perlindungan dan Pemrosesan Data (disebut sebagai lembar(-lembar) data atau Ekshibit(-ekshibit) DPA) dalam tautan di bawah memberikan informasi perlindungan data tambahan untuk Layanan Cloud dan opsinya sehubungan dengan tipe Konten yang dapat diproses, aktivitas pemrosesan yang terlibat, fitur perlindungan data, serta spesifikasi mengenai retensi dan pengembalian Konten. DPA tersebut berlaku bila dan sejauh Regulasi Perlindungan Data Umum Eropa (EU/2016/679) (General Data Protection Regulation - "GDPR") diterapkan untuk data pribadi di dalam Konten.

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

## 3. Tingkat Layanan dan Dukungan Teknis

### 3.1 Perjanjian Tingkat Layanan

IBM memberikan perjanjian tingkat layanan (SLA) ketersediaan berikut kepada Klien. IBM akan memberlakukan kompensasi yang berlaku yang paling tinggi berdasarkan ketersediaan kumulatif Layanan Cloud sebagaimana yang ditunjukkan dalam tabel di bawah. Persentase ketersediaan dihitung sebagai total jumlah menit dalam suatu bulan masa kontrak, dikurangi total jumlah menit Layanan

Berhenti dalam bulan masa kontrak, dibagi dengan total jumlah menit dalam bulan masa kontrak. Definisi Layanan Berhenti, proses klaim dan cara menghubungi IBM terkait permasalahan ketersediaan layanan berada pada buku petunjuk dukungan Layanan Cloud IBM di [https://www.ibm.com/software/support/saas\\_support\\_overview.html](https://www.ibm.com/software/support/saas_support_overview.html).

Ketersediaan	Kredit (% biaya langganan bulanan*)
Kurang dari 99,9%	2%
Kurang dari 99,0%	5%
Kurang dari 95,0%	10%

\* Biaya langganan adalah harga pada masa kontrak untuk bulan yang sesuai dengan klaim.

### 3.2 Dukungan Teknis

Dukungan teknis untuk Layanan Cloud, termasuk rincian kontak dukungan, level tingkat permasalahan, jam dukungan ketersediaan, waktu tanggapan, dan informasi serta proses dukungan lain, ditemukan dengan memilih Layanan Cloud dalam panduan dukungan IBM yang tersedia di <https://www.ibm.com/support/home/pages/support-guide/>.

## 4. Biaya

### 4.1 Metrik Biaya

Metrik(-metrik) biaya untuk Layanan Cloud ditetapkan dalam Dokumen Transaksi.

Metrik biaya berikut berlaku untuk Layanan Cloud ini:

- Pengguna yang Sah adalah pengguna yang unik yang diizinkan untuk mengakses Layanan Cloud dengan cara apa pun secara langsung atau tidak langsung (sebagai contoh, melalui program, perangkat atau server aplikasi multipleks) melalui sarana apa pun.
- Perangkat Klien adalah perangkat apa pun yang meminta atau menerima perintah eksekusi, prosedur atau aplikasi dari lingkungan server yang mengakses Layanan Cloud.
- ID Entitas adalah pengenalan unit untuk setiap entitas yang diidentifikasi dalam Layanan Cloud.
- Mesin Virtual (Instance) adalah setiap akses pada konfigurasi spesifik pada Layanan Cloud.
- Pendapatan Total adalah total jumlah penjualan tahunan Klien dan sumber-sumber pendapatan lain sebagaimana yang dinyatakan dalam laporan publik terbaru yang diterbitkan oleh Klien, atau untuk perusahaan non-publik, laporan keuangan terbaru Klien yang telah diaudit. Mata uang Non-Dolar AS dikonversi dalam mata uang yang setara dengan Dolar AS sesuai dengan tabel unit konversi di [http://www.ibm.com/software/passportadvantage/conversion\\_unit\\_table.html](http://www.ibm.com/software/passportadvantage/conversion_unit_table.html).

## 5. Syarat-syarat Tambahan

Untuk Perjanjian Layanan Cloud (atau perjanjian cloud dasar yang setara) yang ditandatangani sebelum tanggal 1 Januari 2019, syarat-syarat yang tersedia di <https://www.ibm.com/acs> berlaku.

### 5.1 Verifikasi

Klien akan i) memelihara, dan memberikan berdasarkan permintaan, catatan, dan output peralatan sistem, sebagaimana yang diperlukan secara wajar bagi IBM dan auditor independennya untuk memverifikasi kepatuhan Klien terhadap Perjanjian, dan ii) segera memesan dan membayar untuk kepemilikan yang diperlukan sesuai dengan tarif IBM yang berlaku saat itu dan untuk biaya serta tanggung jawab lain yang ditentukan sebagai hasil dari verifikasi tersebut, sebagaimana yang ditetapkan oleh IBM dalam tagihan. Kewajiban verifikasi kepatuhan ini akan tetap berlaku selama jangka waktu Layanan Cloud dan selama dua tahun kemudian.

### 5.2 Perangkat Lunak yang Diaktifkan

Layanan Cloud berisi perangkat lunak yang diaktifkan berikut:

- BOOST
- KLAUSUL BSD 3

- MIT
- Microsoft Windows

Perangkat lunak yang diaktifkan diberikan kepada Klien berdasarkan syarat-syarat berikut ini:

Weather Company Operations Dashboard for Android	<a href="https://www-03.ibm.com/software/sla/sladb.nsf/displayLis/11DE6B4E0088700C8525827F003B2CEB?OpenDocument">https://www-03.ibm.com/software/sla/sladb.nsf/displayLis/11DE6B4E0088700C8525827F003B2CEB?OpenDocument</a>
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### 5.3 Pengakhiran Layanan

Setelah habis masa berlaku atau pengakhiran langganan Klien, kredensial Klien untuk mengakses Layanan Cloud akan dihapus.

### 5.4 Batasan Negara terhadap Penggunaan

Klien bertanggung jawab untuk, dan kewajiban IBM berdasarkan SD ini akan dikondisikan sesuai penentuan Klien apakah penggunaannya atas Data diizinkan dan, sejauh diperlukan, memperoleh, semua lisensi, izin, persetujuan atau otorisasi yang diperlukan dari setiap entitas atau lembaga pemerintah di negara di mana Klien beroperasi atau menggunakan Data.

### 5.5 Materi Sebagaimana Adanya

**Semua informasi lalu lintas dan terkait lalu lintas, prakiraan dan peringatan, diberikan "SEBAGAIMANA ADANYA", dan IBM tidak akan bertanggung jawab atau berkewajiban atas keakuratan, keandalan, kelengkapan, atau ketersediaan materi tersebut.**

### 5.6 Syarat-syarat Tambahan untuk Weather Company Operations Dashboard Solution Systems

#### 5.6.1 Lisensi Program

**Program** adalah program komputer bermerek IBM dan materi terkait yang tersedia untuk lisensi sesuai dengan pembayaran biaya. Program tidak termasuk Kode Mesin atau Materi Proyek sebagaimana syarat-syarat tersebut dapat ditentukan dalam Lampiran. Program dilindungi hak cipta dan dilisensikan (tidak dijual). Jika IBM menerima pemesanan untuk suatu Program, Klien diberi lisensi non-eksklusif untuk: a) menggunakan Program hanya sesuai otorisasinya dan tunduk pada SD ini, Perjanjian dan setiap TD terkait; b) membuat dan memasang salinan untuk mendukung penggunaan yang sah tersebut; dan c) membuat salinan cadangan. Program dapat digunakan oleh Klien, kontraktor dan karyawannya yang sah hanya di dalam Perusahaan Klien, dan tidak untuk memberikan layanan berbagi waktu (*timesharing*) atau *hosting* untuk pihak ketiga mana pun. Klien tidak dapat mensublisensikan, mengalihkan, atau mentransfer lisensi untuk Program mana pun. Hak tambahan dapat tersedia dengan biaya tambahan atau berdasarkan syarat-syarat yang berbeda. Klien tidak diberi hak tanpa batas untuk menggunakan Program dan Klien juga belum membayar semua nilai ekonomis Program. Program tertentu dapat berisi kode pihak ketiga yang dilisensikan berdasarkan perjanjian terpisah yang diidentifikasi di bawah ini.

Lisensi yang diberikan atas Program tunduk pada hal-hal yang dilakukan Klien berikut ini:

- melakukan reproduksi pemberitahuan hak cipta dan tanda lainnya;
- memastikan siapa pun yang menggunakan Program melakukan hal tersebut hanya untuk penggunaan Klien yang sah dan mematuhi lisensi;
- tidak merakit balik, mengompilasi balik, menerjemahkan, atau merekayasa balik Program; dan
- tidak menggunakan setiap elemen dari Program atau materi berlisensi yang terkait secara terpisah dari Program.

Kecuali apabila Perjanjian Klien secara spesifik menyatakan secara lain, hal-hal berikut ini akan berlaku:

- Biaya, Pajak, Pembayaran, dan Verifikasi

Klien akan: i) memelihara, dan memberikan berdasarkan permintaan, catatan, output alat sistem, dan akses ke lokasi Klien, sebagaimana yang diperlukan secara wajar bagi IBM dan auditor independennya untuk memverifikasi kepatuhan Klien terhadap Perjanjian, termasuk metrik dan lisensi Program, seperti penggunaan subkapasitas, apabila berlaku; dan ii) segera memesan dan membayar untuk kepemilikan yang diperlukan (termasuk S&S terkait) sesuai dengan tarif IBM yang

berlaku saat itu serta untuk biaya dan tanggung jawab lain yang ditentukan sebagai hasil dari verifikasi tersebut, sebagaimana yang ditetapkan oleh IBM dalam tagihan. Kewajiban verifikasi kepatuhan ini tetap berlaku selama jangka waktu setiap TD dan selama dua tahun kemudian.

f. **Tanggung Jawab dan Ganti Rugi**

IBM tidak bertanggung jawab atas klaim yang didasarkan pada Program non-IBM, item yang tidak diberikan oleh IBM, atau setiap pelanggaran hukum atau hak pihak ketiga yang disebabkan oleh Konten Klien, atau setiap materi, rancangan, spesifikasi, atau penggunaan Klien atas versi atau rilis Program IBM yang lama apabila klaim pelanggaran dapat dihindari dengan menggunakan versi atau rilis terkini.

g. **Pengakhiran**

IBM dapat mengakhiri lisensi Klien untuk menggunakan Program jika Klien gagal mematuhi Perjanjian. Klien akan segera memusnahkan semua salinan Program setelah salah satu pihak mengakhiri lisensi.

### **5.6.2 Kode Berlisensi Terpisah**

Ketentuan dalam ayat ini tidak berlaku sejauh ketentuan tersebut dinyatakan tidak valid atau tidak dapat dilaksanakan berdasarkan hukum yang mengatur lisensi ini. Setiap komponen yang tercantum di bawah ini dianggap sebagai "Kode Berlisensi Terpisah". Kode Berlisensi Terpisah IBM dilisensikan untuk Pemegang Lisensi sesuai dengan syarat-syarat perjanjian(-perjanjian) lisensi pihak ketiga yang berlaku yang tercantum dalam Ekshibit pada akhir Uraian Layanan ini. Terlepas dari syarat-syarat apa pun dalam Perjanjian, atau setiap perjanjian lain yang mungkin dimiliki Pemegang Lisensi dengan IBM, syarat-syarat perjanjian(-perjanjian) lisensi pihak ketiga tersebut mengatur penggunaan Pemegang Lisensi atas semua Kode Berlisensi Terpisah kecuali apabila dinyatakan lain di bawah ini.

Pembaruan atau perbaikan Program di masa mendatang dapat berisi Kode Berlisensi Terpisah tambahan atau yang telah diperbarui. Kode Berlisensi Terpisah tersebut dan lisensi terkait akan diberikan kepada Pemegang Lisensi sebelum pembaruan atau perbaikan diterapkan. Pemegang Lisensi menyatakan bahwa Pemegang Lisensi telah membaca dan menyetujui perjanjian lisensi yang diberikan. Jika Pemegang Lisensi tidak menyetujui syarat-syarat perjanjian lisensi pihak ketiga ini, Pemegang Lisensi tidak dapat menggunakan Kode Berlisensi Terpisah.

Untuk Program yang diperoleh berdasarkan syarat-syarat Program yang ditentukan dalam Uraian Layanan ini dan di mana Pemegang Lisensi merupakan Pemegang Lisensi yang asli dari Program tersebut, jika Pemegang Lisensi tidak menyetujui perjanjian lisensi pihak ketiga, Pemegang Lisensi dapat mengembalikan Program kepada pihak yang darinya Pemegang Lisensi memperoleh Program tersebut dalam 30 hari sejak tanggal PoE diterbitkan untuk Pemegang Lisensi. Jika lisensi adalah untuk jangka waktu tetap yang tunduk pada pembaruan, Pemegang Lisensi dapat memperoleh penggantian biaya hanya jika Program dan PoE-nya dikembalikan dalam 30 hari pertama sejak jangka waktu awal.

Catatan: Terlepas dari syarat-syarat apa pun dalam perjanjian lisensi pihak ketiga, Perjanjian, atau perjanjian lain apa pun yang dapat dimiliki oleh Pemegang Lisensi dengan IBM:

- a. IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA JAMINAN DALAM BENTUK APA PUN;
- b. IBM MENYANGGAH SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT TERMASUK, NAMUN TIDAK TERBATAS PADA, JAMINAN HAK MILIK, TIDAK ADANYA PELANGGARAN ATAU GANGGUAN SERTA JAMINAN DAN KETENTUAN TERSIRAT ATAS KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU, SEHUBUNGAN DENGAN KODE BERLISENSI TERPISAH;
- c. IBM tidak bertanggung jawab kepada Pemegang Lisensi, dan tidak akan membela, memberikan ganti rugi, maupun membebaskan Pemegang Lisensi untuk setiap klaim yang timbul dari atau yang berkaitan dengan Kode Berlisensi Terpisah; dan
- d. IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tidak langsung, insidental, khusus, eksemplari, sebagai hukuman (*punitive*), atau konsekuensial termasuk, namun tidak terbatas pada, kehilangan data, kehilangan simpanan, dan kehilangan keuntungan, yang berkaitan dengan Kode Berlisensi Terpisah.

Terlepas dari pengecualian tersebut, di Jerman dan Austria, jaminan dan tanggung jawab IBM atas Kode Berlisensi Terpisah diatur hanya oleh syarat-syarat yang berlaku masing-masing untuk Jerman dan Austria dalam perjanjian lisensi IBM.

Catatan: IBM dapat memberikan dukungan terbatas untuk beberapa Kode Berlisensi Terpisah. Apabila dukungan tersebut tersedia, rincian dan syarat-syarat tambahan apa pun yang berkaitan dengan dukungan tersebut akan dicantumkan dalam dokumen Informasi Lisensi atau dalam SD ini, sebagaimana yang berlaku.

Berikut ini adalah Kode Berlisensi Terpisah:

- Microsoft (Apendiks B)
- HP (Apendiks C)
- Creative Commons (Apendiks D)

### **5.6.3 Mesin Non-IBM**

Mesin non-IBM adalah perangkat, termasuk fitur-fitur, peningkatan (*upgrade*), dan aksesorinya yang diberikan oleh IBM kepada Klien. Mesin non-IBM tersebut tidak diberi merek oleh IBM, tetapi diberi merek oleh pihak lain.

Ketika IBM menerima pemesanan Klien, IBM mengalihkan kepemilikan atas mesin non-IBM kepada Klien atau pemberi sewa Klien setelah pembayaran semua jumlah terutang, kecuali di Amerika Serikat di mana pengalihan kepemilikan terjadi setelah pengiriman. IBM menanggung risiko kehilangan hingga pengantaran ke pihak pengangkutan untuk dikirimkan. IBM membayar asuransi atas nama Klien hingga pengiriman ke lokasi Klien. Klien harus melaporkan kehilangan apa pun secara tertulis kepada IBM dalam 10 hari kerja sejak pengiriman dan dengan mengikuti prosedur klaim.

Klien hanya dapat memperoleh mesin non-IBM untuk digunakan di dalam Perusahaan Klien di negara tempat mesin diperoleh dan tidak untuk dijual kembali, disewakan, atau dialihkan. Pembiayaan sewa kembali (*lease-back*) diizinkan.

### **5.6.4 Pemberian Ganti Rugi dan Tanggung Jawab**

IBM tidak bertanggung jawab atas klaim yang didasarkan, secara keseluruhan maupun sebagian, pada mesin non-IBM, item yang tidak diberikan oleh IBM, atau pelanggaran hukum maupun hak pihak ketiga mana pun yang disebabkan oleh materi, rancangan, atau spesifikasi Klien.

### **5.6.5 Sanggahan Jaminan Mesin Non-IBM**

IBM tidak menjamin pengoperasian mesin non-IBM yang bebas dari kesalahan atau bebas gangguan. Mesin Non-IBM dijual berdasarkan SD ini sebagaimana adanya, tanpa jaminan apa pun kecuali apabila ditetapkan lain dalam TD. Pihak ketiga dapat memberikan jaminan mereka sendiri kepada Klien.

Terlepas dari hal-hal tersebut di atas, stasiun kerja HP yang baru mencakup jaminan 5 tahun dengan layanan hari kerja berikutnya yang diberikan oleh HP, tidak termasuk hari libur.

## Pemberitahuan dan Informasi

PEMBERITAHUAN DAN INFORMASI UNTUK SISTEM SOLUSI DASHBOARD PENGOPERASIAN WEATHER COMPANY .

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### DAFTAR ISI

FILE PEMBERITAHUAN IBM INI TERDIRI DARI HAL-HAL BERIKUT

PASAL:

- BOOST
- KLAUSUL BSD 3
- MIT

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### 1. LISENSI BOOST

Program tersebut mencakup beberapa atau semua dari hal-hal berikut yang diperoleh IBM berdasarkan Lisensi Perangkat Lunak Boost:

Boost

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AKHIR DARI INFORMASI DAN PEMBERITAHUAN LISENSI BOOST

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### 2. LISENSI BSD

Program tersebut mencakup beberapa atau semua dari paket berikut yang diperoleh IBM berdasarkan Lisensi Klausul BSD 3:

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AKHIR DARI INFORMASI DAN PEMBERITAHUAN LISENSI BSD

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### 3. LISENSI MIT

Program tersebut mencakup beberapa atau semua dari hal-hal berikut yang diperoleh IBM berdasarkan Lisensi MIT:

curl (© 1996 – 2010 Daniel Stenberg; <daniel@haxx.se>. cURL;http://curl.haxx.se/)

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## Syarat-syarat Lisensi Perangkat Lunak Microsoft

### Terakhir diperbarui Juli 2016

#### MICROSOFT SOFTWARE LICENSE TERMS

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#### WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

**IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

#### Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the ([aka.ms/](#)) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

### 1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
  - (1) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at ([aka.ms/msa](#)). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
  - (2) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.

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## 2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
  - (1) use or virtualize features of the software separately;
  - (2) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
  - (3) transfer the software (except as permitted by this agreement);
  - (4) work around any technical restrictions or limitations in the software;
  - (5) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
  - (6) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
  - (7) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi use scenarios.**
  - (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](http://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](http://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](http://aka.ms/georestrict)) and ([aka.ms/exporting](http://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](http://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](http://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](https://aka.ms/adr)) or call 1-800-778-7879. To start an arbitration, submit the form available at ([aka.ms/arbitration](https://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](http://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](http://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:

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- 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](http://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:

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IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

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



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