

Hizmet Tanımı

Weather Company Operations Dashboard (Weather Company Operasyonları Gösterge Panosu)

Bu Hizmet Tanımında, Bulut Hizmeti açıklanır. Müşterinin siparişine ilişkin fiyatlandırma ve ek ayrıntıları geçerli sipariş belgelerinde sağlanır.

1. Bulut Hizmeti

1.1 Olanaklar

Müşteri, aşağıda belirtilen mevcut olanaklar arasından seçim yapabilir.

1.1.1 Weather Company Operations Dashboard

IBM Cloud Service for Weather Company Operations Dashboard (Bulut Hizmeti), Müşterinin Veri almasını sağlayan uygulama programlama arabirimleri ile web ve mobil tabanlı uygulamaları kullanır. "Veri", bu Hizmet Tanımında açıklandığı şekilde, Bulut Hizmeti aracılığıyla sağlanan hava durumu verilerini ve pazara özgü verileri (tahminler, haritalar, uyarılar ve grafikler dahildir, ancak tamamı bunlarla sınırlı değildir) ifade eder.

1.2 İsteğe Bağlı Hizmetler

Aşağıda belirtilen olanaklar, Weather Company Operations Dashboard için isteğe bağlı eklentilerdir.

1.2.1 Weather Company Operations Dashboard for Ground Transportation (Karayoluyla Ulaşım İçin Weather Company Operasyonları Gösterge Panosu)

Bu paket aşağıdaki Verilere erişimi kapsar:

Bileşen	Açıklama
Weather Company Operations Dashboard for Ground Transportation Add-on (Karayoluyla Ulaşım İçin Weather Company Operasyonları Gösterge Panosu Eklentisi)	Bu Hizmet, tablet, telefon ve bilgisayarlarda kullanılması için mobil ve web tabanlı bir uygulamadır ve hava durumu ve trafik hizmetlerine yerleştirilmiş, etkileşimli ve duyarlı erişim sunar, böylece hareket halinde varlıkları olan şirketlerin, iş açısından kritik kararları vermeleri ve operasyonel verimliliklerini artırmaları için gerçek zamanlı içgörülerini tahmini içgörülerle ve uyarılarla birleştirmelerini sağlar.

1.2.2 Weather Company Operations Dashboard for Retail (Perakende İçin Weather Company Operasyonları Gösterge Panosu)

Bu paket aşağıdaki Verilere erişimi kapsar:

Bileşen	Açıklama
Weather Company Operations Dashboard for Retail Add-on (Perakende İçin Weather Company Operasyonları Gösterge Panosu Eklentisi)	Bu Hizmet, tablet, telefon ve bilgisayarlarda kullanılması için mobil ve web tabanlı bir uygulamadır ve hava durumu ve trafik hizmetlerine yerleştirilmiş, etkileşimli ve duyarlı erişim sunar, böylece hareket halinde varlıkları olan şirketlerin, iş açısından kritik kararları vermeleri ve operasyonel verimliliklerini artırmaları için gerçek zamanlı içgörülerini tahmini içgörülerle ve uyarılarla birleştirmelerini sağlar.

1.2.3 Weather Company Operations Dashboard for Oil & Gas (Petrol ve Gaz İçin Weather Company Operasyonları Gösterge Panosu)

Bu paket aşağıdaki Verilere erişimi kapsar:

Bileşen	Açıklama
Weather Company Operations Dashboard for Oil & Gas Add-on (Petrol ve Gaz İçin Weather Company Operasyonları Gösterge Panosu Eklentisi)	Bu Hizmet, tablet, telefon ve bilgisayarlarda kullanılması için mobil ve web tabanlı bir uygulamadır ve küresel hava durumu ile ek uygun veri setlerine yerleştirilmiş, etkileşimli ve duyarlı erişim sunar, böylece dünyanın her yanında varlıkları olan petrol ve gaz şirketlerinin, iş açısından kritik kararları vermeleri ve operasyonel verimliliklerini artırmaları için gerçek zamanlı içgörülerini tahmini içgörülerle ve uyarılarla birleştirmelerini sağlar.
Weather Company Operations Dashboard for Oil & Gas – Sites (Petrol ve Gaz İçin Weather Company Operasyonları Gösterge Panosu - Siteler)	Bu hizmet, mobil ve web tabanlı uygulama dahilinde Müşteri tarafından satın alınan radar verilerinin gerçek zamanlı olarak bütünleştirilmesini sağlar. Müşteri, bir veya daha fazla radar satın alabilir ve kurulduktan sonra, veriler IBM'e geri iletilir; burada, veriler işlenerek web ve mobil tabanlı uygulama dahilinde gerçek zamanlı olarak kullanıma sunulur.
Weather Company Operations Dashboard for Oil & Gas with Radar (Radar Dahil Petrol ve Gaz İçin Weather Company Operasyonları Gösterge Panosu)	Bu hizmet, tabletler ve telefonlar için mobil ve web tabanlı bir uygulamadır ve küresel hava durumuna yerleştirilmiş, etkileşimli ve duyarlı erişim ile Müşteri tarafından satın alınmış bir veya daha fazla radardan gerçek zamanlı veriler sunar. Radarlar dünyanın herhangi bir yerinde kurulabilir ve dünyanın uzak yerlerinde değerli gerçek zamanlı veriler sağlanması için kullanılır. Buna ek olarak, diğer uygun veri setleri görselleştirilmiştir, böylece dünyanın herhangi bir yerinde varlıkları olan petrol ve gaz şirketlerinin, iş açısından kritik kararlar almaları ve operasyonel verimliliklerini artırmaları için gerçek zamanlı içgörülerini tahmini içgörülerle ve uyarılarla birleştirmeleri sağlanır.

1.2.4 Weather Company Operations Dashboard Solution Systems (Weather Company Operasyonları Gösterge Panosu Çözüm Sistemleri)

Bu paket aşağıdakilere erişimi kapsar:

Bileşen	Açıklama
Weather Company Operations Dashboard for Oil & Gas – Radar System (Petrol ve Gaz İçin Weather Company Operasyonları Gösterge Panosu - Radar Sistemi)	Programları, Ayrı Olarak Lisanslanan Kodu ve IBM dışı bir Makine olan bir HP sistemini içeren Radar Sistemi, Müşteri tarafından satın alınan her bir radarla birlikte satılır. Radar Sistemi, radara bağlıdır ve radar tarafından kaydedilen gerçek zamanlı verileri okuyup IBM'e geri iletir.

2. Veri İşleme ve Veri Koruma Sayfaları

IBM'in <http://ibm.com/dpa> adresinde yer alan Veri İşleme Ek Sözleşmesi ile aşağıda belirtilen bağlantılarda yer alan Veri İşleme ve Veri Koruma Veri Sayfası/Sayfaları (veri sayfası/sayfaları ya da Veri İşleme Ek Sözleşmesi Eki/Ekleri olarak anılır), işlenebilecek İçerik türleri, ilgili işleme etkinlikleri, veri koruma özellikleri ve İçeriğin saklanması ve iadesine ilişkin belirli bilgiler dahil olmak üzere Bulut Hizmetlerine ve seçeneklerine ilişkin ek veri koruma bilgileri sağlar. İçerikte yer alan kişisel veriler için Avrupa Genel Veri Koruma Yönetmeliği'nin (EU/2016/679) (GDPR veya GVKY) geçerli olması halinde ve geçerli olduğu ölçüde Veri İşleme Ek Sözleşmesi geçerli olur.

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

3. Hizmet Seviyeleri ve Teknik Destek

3.1 Hizmet Seviyesi Sözleşmesi

IBM, Müşteriye aşağıda belirtilen kullanılabilirlik hizmet seviyesi sözleşmesini sağlar. IBM, aşağıdaki tabloda gösterildiği şekilde, Bulut Hizmetinin kümülatif kullanılabilirliği doğrultusunda geçerli olan en yüksek telafi ücretini uygulayacaktır. Kullanılabilirlik oranı, sözleşmenin yürürlükte olduğu bir ay içindeki

toplam dakika sayısından sözleşmenin yürürlükte olduğu bir ay içindeki toplam Hizmet Kapalı Kalma Süresi dakikalarının sayısı çıkarılarak ve sonuç sözleşmenin yürürlükte olduğu bir ay içindeki toplam dakika sayısına bölünerek hesaplanır. Hizmet Kapalı Kalma Süresinin tanımı, ödeme talebi süreci ve hizmetin kullanılabilirliğine ilişkin sorunlar için IBM ile nasıl iletişim kurulacağı, https://www.ibm.com/software/support/saas_support_overview.html adresinde yer alan IBM Hizmet Olarak Sunulan Yazılım desteğine genel bakış sayfasında belirtilir.

Kullanılabilirlik	Alacak (aylık abonelik ücretine oranı*)
%99,9'den daha az	%2
%99,0'dan az	%5
%95'ten daha az	%10

* Abonelik ücreti, ödeme talebine konu olan ay için sözleşmede belirtilen fiyattır.

3.2 Teknik Destek

Destek iletişim bilgileri, önem dereceleri, desteğin sağlanacağı saatler, müdahale süreleri ve diğer destek bilgileri ile süreçleri dahil olmak üzere Bulut Hizmetine ilişkin teknik destek, <https://www.ibm.com/support/home/pages/support-guide/> adresinde yer alan IBM destek kılavuzunda Bulut Hizmeti seçilerek bulunabilir.

4. Ücretler

4.1 Ücret Ölçüleri

Bulut Hizmeti için ücret ölçüsü/ölçüleri, İşlem Belgesinde belirtilir.

Bu Bulut Hizmeti için aşağıda belirtilen ücret ölçüleri geçerlidir:

- Yetkili Kullanıcı, Bulut Hizmetlerine doğrudan veya dolaylı olarak herhangi bir araçla (örneğin, bir multipleks programı, aygıtı veya uygulama sunucusu aracılığıyla) herhangi bir şekilde erişme yetkisine sahip olan tek bir kullanıcıdır.
- İstemci Aygıtı, Bulut Hizmetlerine erişen bir sunucu ortamından yürütme komutları, prosedürler veya uygulamalar isteyen veya alan herhangi bir aygıttır.
- Kuruluş Kimliği, Bulut Hizmetleri içerisinde tanımlanan herhangi bir kuruluşa verilen özgün bir tanıttır.
- Eşgörünüm, Bulut Hizmetlerinin belirli bir yapılandırmasına olan her erişimi ifade eder.
- ABD Doları Cinsinden Toplam Gelir, Müşteri tarafından düzenlenen en yakın tarihli kamu raporunda belirtildiği şekilde ya da halka açık olmayan şirketler için, Müşterinin en yakın tarihli, denetlenmiş finansal raporunda belirtildiği şekilde, Müşterinin yıllık satışlarının ve diğer gelir kaynaklarının toplam tutarıdır. ABD doları dışındaki para birimleri, http://www.ibm.com/software/passportadvantage/conversion_unit_table.html adresinde yer alan dönüşüm birimleri tablosu uyarınca ABD doları cinsinden eşdeğerine dönüştürülür.

5. Ek Koşullar

1 Ocak 2019 tarihinden önce imzalanmış olan Bulut Hizmeti Sözleşmeleri (ya da eşdeğer temel bulut sözleşmeleri) için <https://www.ibm.com/acs> adresinde yer alan koşullar geçerlidir.

5.1 Doğrulama

Müşteri, i) Müşterinin Sözleşmeye uygunluğunun IBM ile IBM'in bağımsız denetçisi tarafından doğrulanması için makul ölçüler dâhilinde gerekli olduğu şekilde kayıt ve sistem aracı çıktıları tutacak ve talep edilmesi durumunda bunları sağlayacaktır ve ii) IBM'in ilgili tarihte geçerli olan tarifeleri uyarınca gerekli yetkileri en kısa süre içinde sipariş edecek ve bunların ücretleri ile IBM tarafından bir faturada belirtilen şekilde, söz konusu doğrulama sonucunda belirlenen diğer ücretleri ve yükümlülükleri ödeyecektir. Bu uygunluk doğrulaması yükümlülükleri, bu Bulut Hizmetinin süresi ve bunu izleyen iki yıl boyunca yürürlükte kalacaktır.

5.2 Etkinleştirme Yazılımı

Bulut Hizmeti aşağıda belirtilen etkinleştirme yazılımını içerir:

- BOOST
- BSD-3 CLAUSE
- MIT
- Microsoft Windows

Aşağıda belirtilen etkinleştirme yazılımı, Müşteriye aşağıdaki koşullar kapsamında sağlanır:

Weather Company Operations Dashboard for Android (Android İçin Weather Company Operasyonları Gösterge Panosu)	https://www-03.ibm.com/software/sla/slabd.nsf/displayLIs/11DE6B4E0088700C8525827F003B2CEB?OpenDocument
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5.3 Hizmetin Sona Erdirilmesi

Müşterinin aboneliğinin süresi sona erdikten ya da aboneliği sona erdirildikten sonra, Bulut Hizmetine erişmek için kullanılan Müşterinin kimlik bilgileri silinecektir.

5.4 Ülkeye Özgü Kullanım Sınırlamaları

Müşteri, Verileri kullanımının izin verilebilir ölçüler dahilinde olup olmadığını belirlemekten ve gerekli olduğu ölçüde, faaliyet gösterdiği ya da Verileri kullandığı ülkede veya bölgede bulunan herhangi bir devlet kurumundan veya dairesinden tüm gerekli lisansları, izinleri, onayları veya yetkileri almaktan sorumludur ve IBM'in bu Hizmet Tanımı kapsamındaki yükümlülüklerini yerine getirmesi, Müşterinin bu yükümlülüğü yerine getirmesi koşuluna bağlıdır.

5.5 Olduğu Gibi Esasıyla Sağlanacak Malzemeler

Tüm trafik bilgileri ve trafik ile bağlantılı bilgiler, tahminler ve uyarılar "OLDUĞU GİBİ" esasıyla sağlanır. IBM, söz konusu malzemelerin doğru, güvenilir, tam veya kullanılabilir olmasından sorumlu veya yükümlü olmayacaktır.

5.6 Weather Company Operations Dashboard Solution Systems (Weather Company Operasyonları Gösterge Panosu Çözüm Sistemleri) İçin Ek Koşullar

5.6.1 Program Lisansı

Bir **Program**, ücretlerin ödenmesi kaydıyla lisansı verilen bir IBM markalı bilgisayar programını ve ilgili malzemeleri ifade eder. Programlara, bir Ekte tanımlandığı şekilde Makine Kodu ya da Proje Malzemeleri dahil değildir. Programlar telif hakları kapsamındadır ve lisanslanır (satılmaz). Bir Programa ilişkin siparişin IBM tarafından kabul edilmesi durumunda, aşağıdakiler için Müşteriye münhasır olmayan bir lisans verilir: a) Programın yalnızca verilen yetkiler dahilinde ve bu Hizmet Tanımına, Sözleşmeye ve ilgili İşlem Belgelerine uygun olarak kullanılması; b) anılan yetkili kullanımın desteklenmesi amacıyla kopyalarının oluşturulması ve kurulması; c) bir yedek kopyasının oluşturulması. Programlar Müşteri, yetkili personeli ve yüklenicileri tarafından yalnızca Müşterinin Teşebbüsü içerisinde kullanılabilir ve herhangi bir üçüncü kişiye barındırma ya da süre paylaşımı hizmetleri sağlanması amacıyla kullanılamaz. Müşteri, herhangi bir Programın alt lisansını veremez ve lisansı temlik ya da devir edemez. Ek ücretler karşılığında ya da farklı koşullar uyarınca sağlanan ek haklar söz konusu olabilir. Müşteriye Programın kullanımına yönelik sınırsız haklar sağlanmaz ve Müşteri, Programın ekonomik değerinin tamamına karşılık ödeme yapmamıştır. Belirli Programlar, aşağıda belirtilmiş olan ayrı sözleşmeler kapsamında lisanslanmış üçüncü kişi kodunu içerebilir.

Bir Program için verilen lisans, Müşterinin aşağıdakileri yerine getirmesi kaydıyla geçerlidir:

- a. Telif hakkı bildirimlerinin ve diğer işaretlerin kopyalara eklenmesi;
- b. Programı kullanan tüm kişilerin bunu yalnızca Müşterinin yetkili kullanım amaçlarına yönelik olarak yapması ve lisansa uyması;
- c. Program üzerinde tersine derleme, tersine düzenleme, çeviri veya tersine mühendislik gerçekleştirilmemesi; ve

- d. Program bileşenlerinin veya ilgili lisanslı malzemelerin Programdan ayrı olarak kullanılmaması. Müşterinin Sözleşmesinde aksi açıkça belirtilmediği sürece aşağıdakiler geçerli olacaktır:
- e. Ücretler, Vergiler, Ödeme ve Doğrulama
- Müşteri, i) uygulanabilir olduğunda, Program lisansları ile alt kapasite kullanımı gibi ölçüler dahil olmak üzere, Sözleşmeye uyumluluğunun IBM ile IBM'in bağımsız denetçisi tarafından doğrulanması için makul ölçüler dahilinde gerekli olduğu şekilde kayıtları ve sistem aracı çıktılarına tutacak ve talep edilmesi durumunda bunları ve Müşterinin iş yerlerine erişimi IBM'e veya IBM'in bağımsız denetçisine sağlayacaktır ve ii) gerekli yetkiyi (ilişkili Abonelik ve Destek dahil olmak üzere) derhal sipariş edecek ve bu yetki için IBM'in ilgili tarihte geçerli olan ücretleri üzerinden ve IBM tarafından bir faturada belirtilen şekilde söz konusu doğrulama sonucunda belirlenen diğer ücretler ve yükümlülükler için ödeme yapacaktır. Bu uygunluk doğrulaması yükümlülükleri, herhangi bir İşlem Belgesinin süresi ve bunu izleyen iki yıl boyunca yürürlükte kalacaktır.
- f. Sorumluluk ve Tazminat
- IBM; IBM Dışı Programlara, IBM tarafından sağlanmış olmayan öğelere veya Müşterinin İçeriği ya da Müşteri malzemeleri, tasarımları ve belirtilmelerinden kaynaklanan herhangi bir hukuka aykırılığa ya da üçüncü kişi haklarının ihlaline ya da bir IBM Programının en güncel versiyonu ya da sürümü kullanılarak telif hakkı ihlaline ilişkin bir talep engellenebilecekken, söz konusu ürünün güncel olmayan bir versiyonu ya da sürümünün kullanımına dayandırılan taleplerden sorumlu değildir.
- g. Sona Erdirme
- IBM, Müşterinin Sözleşmeye uymaması durumunda, Müşterinin bir Programı kullanma lisansını sona erdirebilir. Müşteri, taraflardan birinin lisansı sona erdirmesinin ardından en kısa süre içinde Programın tüm kopyalarını imha edecektir.

5.6.2 Ayrı Olarak Lisanslanan Kod

Bu paragrafta belirtilen hükümler, bu lisansın tabii olduğu yasa kapsamında geçersiz veya uygulanamaz tutulduğu ölçüde geçerli olmaz. Aşağıda listelenen bileşenlerin her biri, "Ayrı Olarak Lisanslanan Kod" olarak kabul edilir. IBM'in Ayrı Olarak Lisanslanan Kodu, Lisans Alan Tarafa, bu Hizmet Tanımının sonunda yer alan Eklerde belirtilen geçerli üçüncü kişi lisans sözleşmesinin/sözleşmelerinin koşulları kapsamında lisanslanır. Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği herhangi bir başka sözleşmede yer alan koşullara etki etmeksizin, Lisans Alan Tarafın tüm Ayrı Olarak Lisanslanan Kodları kullanımı, aksi aşağıda belirtilmediği sürece, bu tür üçüncü kişi lisans sözleşmelerinin koşullarına tabidir.

Gelecekteki Program güncellemeleri veya düzeltmeleri, ek ya da güncellenmiş Ayrı Olarak Lisanslanan Kod içerebilir. Anılan Ayrı Olarak Lisanslanan Kod ve ilgili lisanslar, güncellenmenin ya da düzeltmenin uygulanmasından önce Lisans Alan Tarafa sağlanacaktır. Lisans Alan Taraf, sağlanan lisans sözleşmelerini okuduğunu ve kabul ettiğini teyit eder. Lisans Alan Taraf, bu üçüncü kişi lisans sözleşmelerinin koşullarını kabul etmemesi durumunda, Ayrı Olarak Lisanslanan Kodu kullanamaz.

Lisans Alan Taraf, bu Hizmet Tanımında belirtilen Program koşulları uyarınca satın alınan Programlar için ve Lisans Alan Tarafın Programın orijinal Lisans Alan Tarafı olduğu durumlarda, üçüncü kişi lisans sözleşmelerini kabul etmemesi halinde, Lisans Alan Tarafa Yetki Belgesinin verilmiş olduğu tarihi takip eden 30 gün içerisinde Lisans Alan Tarafın Programı satın almış olduğu tarafa Programı iade edebilir. Lisans Alan Taraf, lisansın yenilemeye tabii olan sabit bir süre için geçerli olduğu durumlarda, yalnızca Programın ve Yetki Belgesinin ilk sürenin ilk 30 günü içerisinde iade edilmesi kaydıyla bir ücret iadesi alabilir.

Not: Üçüncü kişi lisans sözleşmesinde, Sözleşmede veya Lisans Alan Tarafın IBM ile yapmış olabileceği diğer herhangi bir sözleşmede yer alan koşullara etki etmeksizin:

- a. IBM, bu Ayrı Olarak Lisanslanan Kodu Lisans Alan Tarafa HİÇBİR GARANTİ VERMEKSİZİN sağlar;
- b. IBM, AYRI OLARAK LİSANSLANAN KODLA İLGİLİ OLARAK, MÜLKİYETE, HAK İHLALİ YAPILMAYACAĞINA VEYA MÜDAHALEYE DAİR GARANTİLER İLE ÜRÜN VEYA HİZMETİN TİCARİ SATIŞ KOŞULLARINA VE BELİRLİ BİR AMACA UYGUNLUĞA İLİŞKİN ZİMNİ GARANTİLER VE KOŞULLAR DA DAHİL, ANCAK TAMAMI BUNLARLA SINIRLI OLMAMAK ÜZERE TÜM AÇIK VE ZİMNİ GARANTİLERİ VE KOŞULLARI REDDEDER;

- c. IBM, Lisans Alan Tarafa karşı sorumlu değildir ve Ayrı Olarak Lisanslanan Koddan kaynaklanan veya bununla bağlantılı herhangi bir iddiaya karşı Lisans Alan Tarafı savunmayacak, tazmin etmeyecek ya da bunlardan sorumlu tutmayacaktır.
- d. IBM, Ayrı Olarak Lisanslanan Kodla bağlantılı veri kaybı, tasarruf kaybı ve kâr kaybı da dahil olmak ancak tamamı bunlarla sınırlı olmamak üzere, herhangi bir doğrudan, dolaylı, arızı, özel, cezai tazminat gerektiren, ceza gerektiren veya sonuçta ortaya çıkan zararlardan sorumlu değildir.

Burada hariç tutulanlara etki etmeksizin, Almanya ve Avusturya'da IBM'in Ayrı Olarak Lisanslanan Koda ilişkin garantisi ve yükümlülüğü, yalnızca IBM lisans sözleşmelerinde Almanya ve Avusturya için geçerli olan ilgili koşullarına tabidir.

Not: IBM, bazı Ayrı Olarak Lisanslanan Kodlar için sınırlı destek sağlayabilir. Bu tür bir desteğin bulunması durumunda, söz konusu destekle ilgili ayrıntılar ve ek koşullar, Lisans Bilgileri belgesinde veya bu Hizmet Tanımında (hangisi geçerliyse) belirtilecektir.

Aşağıda Ayrı Olarak Lisanslanan Kod yer almaktadır:

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

5.6.3 IBM Dışı Makineler

Bir IBM dışı makine; aksamaları, yükseltmeleri ve donatıları dahil olmak üzere IBM tarafından Müşteriye sağlanan bir aygıttır. Anılan IBM dışı makineler, IBM markalı değildir, bir başka firmanın markasını taşır.

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Müşteri, IBM dışı makineleri yalnızca IBM dışı makinenin satın alındığı ülkedeki Müşteri Teşebbüsünde kullanmak üzere satın alabilir; yeniden satmak, uzun süreli olarak kiralamak ya da devretmek amacıyla satın alamaz. Geri kiralama finansmanına izin verilir.

5.6.4 Tazminat ve Sorumluluk

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IBM, IBM dışı makinelerin kesintisiz veya hatasız işleyeceğini garanti etmez. IBM Dışı makineler, bir İşlem Belgesinde aksi ifade edilmedikçe, bu Hizmet Tanımı kapsamında olduğu gibi esasıyla hiçbir garanti verilmeksizin satılır. Üçüncü kişiler, Müşteriye kendi garantilerini sunabilirler.

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Bildirimler ve Bilgiler

WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS İÇİN BİLDİRİMLER VE BİLGİLER.

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İÇİNDEKİLER TABLOSU

BU IBM BİLDİRİM DOSYASI AŞAĞIDA BELİRTİLENLERİ İÇERİR

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- BSD-3 CLAUSE
- MIT

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IBM BİLDİRİMLERİNİN VE BİLGİLERİNİN SONU

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Microsoft Yazılımlarına İlişkin Lisans Koşulları

Son güncelleme tarihi: Temmuz 2016

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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- (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.
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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).

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- 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.
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 - (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.
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- 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.
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- 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.

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

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