

Weather Company Operations Dashboard for Oil & Gas – Radar System

Στην παρούσα Περιγραφή Υπηρεσιών παρέχεται μια περιγραφή της Υπηρεσίας Cloud. Στα αντίστοιχα έγγραφα παραγγελίας παρέχονται πληροφορίες τιμολόγησης και πρόσθετες λεπτομέρειες σχετικά με την παραγγελία του Πελάτη.

1. Υπηρεσία Cloud

1.1 Προσφορές

Οι παρακάτω προσφορές υποστηρίζουν το Weather Company Operations Dashboard for Oil & Gas – Radar System. Το Weather Company Operations Dashboard Platform αποτελεί μια προαπαιτούμενη προσφορά που αποκτάται στο πλαίσιο μιας ξεχωριστής Περιγραφής Υπηρεσίας.

1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites

Αυτή η Υπηρεσία Cloud επιτρέπει την ενσωμάτωση δεδομένων σε πραγματικό χρόνο από ραντάρ που έχουν αγοραστεί από τον Πελάτη στην υλοποιούμενη στο διαδίκτυο ή σε κινητές συσκευές εφαρμογή. Ο Πελάτης μπορεί να αγοράσει ένα ή περισσότερα ραντάρ τα οποία, μετά την εγκατάστασή τους, θα μεταδίδουν δεδομένα στην IBM που θα τα επεξεργάζεται και θα τα καθιστά διαθέσιμα σε πραγματικό χρόνο στην εφαρμογή.

1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar

Αυτή η Υπηρεσία Cloud είναι μια εφαρμογή υλοποιούμενη στο διαδίκτυο και σε κινητές συσκευές για χρήση σε υπολογιστές, κινητά και συσκευές tablet. Η υπηρεσία παρέχει τη δυνατότητα τοπικής, διαδραστικής και δυναμικής πρόσβασης σε παγκόσμια μετεωρολογικά δεδομένα και σε δεδομένα πραγματικού χρόνου από ένα ή περισσότερα ραντάρ που έχουν αγοραστεί από τον πελάτη. Τα ραντάρ μπορούν να εγκατασταθούν οπουδήποτε στον κόσμο για την παροχή πολύτιμων δεδομένων σε πραγματικό χρόνο από απόμακρα μέρη του κόσμου. Επίσης, παρέχονται άλλα σχετικά σύνολα δεδομένων τα οποία παρέχουν στις εταιρείες πετρελαίου και φυσικού αερίου με εγκαταστάσεις σε όλον τον κόσμο τη δυνατότητα να συνδυάζουν τα παρεχόμενα σε πραγματικό χρόνο δεδομένα με προβλέψεις και προειδοποιήσεις, ώστε να λαμβάνουν ευκολότερα κρίσιμες επιχειρηματικές αποφάσεις βελτιώνοντας έτσι την επιχειρησιακή τους απόδοση.

1.1.3 Weather Company Oil & Gas Radar – Z2G4 System

Το Weather Company Oil & Gas Radar – Z2G4 System, το οποίο περιλαμβάνει Προγράμματα, Κώδικα με Χωριστή Άδεια Χρήσης και ένα σύστημα HP που αποτελεί Μηχανή μη-IBM, πωλείται με κάθε ραντάρ που αγοράζεται από τον Πελάτη. Το Radar System συνδέεται με το ραντάρ και διαβάζει και μεταδίδει σε πραγματικό χρόνο στην IBM τα δεδομένα που καταγράφονται από το ραντάρ.

2. Φύλλα Δεδομένων για την Επεξεργασία και Προστασία Δεδομένων

Η Πρόσθετη Πράξη για την Επεξεργασία Δεδομένων (Data Processing Addendum - Πρόσθετη Πράξη DPA) της IBM, που διατίθεται στην ιστοσελίδα <http://ibm.com/dpa>, και το(-α) Φύλλο(-α) Δεδομένων για την Επεξεργασία και Προστασία Δεδομένων (τα οποία αναφέρονται ως φύλλο(-α) δεδομένων ή Παράρτημα(-τα) DPA), που διατίθενται στις ιστοσελίδες που παραπέμπουν οι παρακάτω διασυνδέσεις, παρέχουν πρόσθετες πληροφορίες για την προστασία δεδομένων στις Υπηρεσίες Cloud και τις επιλογές που παρέχουν οι Υπηρεσίες Cloud για τα είδη Περιεχομένου που μπορεί να υφίστανται επεξεργασία, τις δραστηριότητες επεξεργασίας και τις λειτουργίες προστασίας δεδομένων καθώς και τη διατήρηση και επιστροφή Περιεχομένου. Η Πρόσθετη Πράξη DPA διέπει τα δεδομένα προσωπικού χαρακτήρα που περιλαμβάνονται στο Περιεχόμενο, εάν και στο βαθμό που ισχύουν i) ο Ευρωπαϊκός Γενικός Κανονισμός για την Προστασία Δεδομένων (GDPR) (ΕΕ/2016/679) ή ii) άλλοι νόμοι περί προστασίας δεδομένων που προσδιορίζονται στην ιστοσελίδα <http://ibm.com/dpa/dpl>.

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

3. Επίπεδα Παροχής Υπηρεσιών και Τεχνική Υποστήριξη

3.1 Σύμβαση Επιπέδου Παροχής Υπηρεσιών

Για αυτή την Υπηρεσία Cloud δεν παρέχεται Σύμβαση SLA αναφορικά με τη Διαθεσιμότητα.

3.2 Τεχνική Υποστήριξη

Για πληροφορίες σχετικά με την τεχνική υποστήριξη που παρέχεται για την Υπηρεσία Cloud, συμπεριλαμβανομένων στοιχείων επικοινωνίας για τη λήψη υποστήριξης, των βαθμών κρισιμότητας, των χρόνων απόκρισης και άλλων πληροφοριών και διαδικασιών υποστήριξης, επιλέξτε την Υπηρεσία Cloud στον οδηγό υποστήριξης της IBM (IBM support guide) στην ιστοσελίδα <https://www.ibm.com/support/home/pages/support-guide/>.

4. Χρεώσεις

4.1 Μετρικά Συστήματα Χρέωσης

Τα μετρικά συστήματα χρέωσης για την Υπηρεσία Cloud καθορίζονται στο Έγγραφο Συναλλαγής.

Χρησιμοποιούνται τα ακόλουθα μετρικά συστήματα χρέωσης για αυτή την Υπηρεσία Cloud:

- Entity ID ("Ταυτότητα Οντότητας") είναι μια μοναδική ταυτότητα για μια οντότητα που προσδιορίζεται στην Υπηρεσία Cloud.
- Συνολικά Έσοδα σε Δολάρια ΗΠΑ (US Dollar Total Revenue) είναι το σύνολο των ετήσιων πωλήσεων και άλλων πηγών εσόδων του Πελάτη, όπως δηλώνεται είτε στην πιο πρόσφατη δημόσια οικονομική έκθεση του Πελάτη είτε, για μη εισηγμένες εταιρείες, στην πιο πρόσφατη οικονομική έκθεση του Πελάτη η οποία επικυρώθηκε από ορκωτό λογιστή. Τα ποσά σε άλλο νόμισμα μετατρέπονται στα ισοδύναμα ποσά σε Δολάρια ΗΠΑ σύμφωνα με τον πίνακα μετατροπής που παρέχεται στην ιστοσελίδα http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- Συσκευή Πελάτη (Client Device) είναι μια συσκευή που ζητεί ή λαμβάνει εντολές εκτέλεσης, διαδικασίες ή εφαρμογές από ένα περιβάλλον εξυπηρετητή που αποκτά πρόσβαση στις Υπηρεσίες Cloud.

5. Πρόσθετοι Όροι

Για τις Συμβάσεις Υπηρεσιών Cloud (ή ισοδύναμες βασικές συμβάσεις cloud) που συνάφθηκαν πριν την 1η Ιανουαρίου 2019, ισχύουν οι όροι που αναφέρονται στον ιστότοπο <https://www.ibm.com/acs>.

5.1 Περιορισμοί Χρήσης για τη Χώρα

Ο Πελάτης είναι υπεύθυνος να βεβαιωθεί, και οι υποχρεώσεις της IBM που απορρέουν από την παρούσα Περιγραφή Υπηρεσιών θα ισχύουν υπό την προϋπόθεση ότι ο Πελάτης έχει βεβαιωθεί ότι η εκ μέρους του χρήση των Δεδομένων είναι επιτρεπτή και, στο βαθμό που είναι απαραίτητο, έχει εξασφαλίσει όλες τις απαιτούμενες άδειες, δικαιώματα χρήσης, εγκρίσεις ή εξουσιοδοτήσεις από οποιαδήποτε κρατική αρχή ή υπηρεσία στη χώρα ή περιφέρεια στην οποία δραστηριοποιείται ή χρησιμοποιεί τα Δεδομένα.

5.2 Λογισμικό Ενεργοποίησης

Το λογισμικό ενεργοποίησης παρέχεται στον Πελάτη βάσει των παρακάτω όρων:

- ΑΔΕΙΑ ΧΡΗΣΗΣ BOOST
- ΑΔΕΙΑ ΧΡΗΣΗΣ BSD 3 ΡΗΤΡΩΝ
- ΑΔΕΙΑ ΧΡΗΣΗΣ MIT
- Microsoft Windows

5.3 Άδεια Χρήσης Προγράμματος

Πρόγραμμα (Program) είναι ένα πρόγραμμα υπολογιστή με το λογότυπο της IBM και σχετικά υλικά που διατίθενται με άδεια χρήσης έναντι της πληρωμής χρεώσεων. Στα Προγράμματα δεν περιλαμβάνονται ο Κώδικας Μηχανής και τα Υλικά Έργου ως οι εν λόγω όροι ορίζονται σε ένα Προσάρτημα. Τα πνευματικά δικαιώματα επί των Προγραμμάτων είναι κατοχυρωμένα και τα Προγράμματα παραχωρούνται με άδεια χρήσης (δεν πωλούνται). Όταν η IBM αποδεχθεί μια παραγγελία για ένα Πρόγραμμα, χορηγείται στον Πελάτη μια μη αποκλειστική άδεια χρήσης για: α) τη χρήση του Προγράμματος έως τα επίπεδα

εξουσιοδοτημένης χρήσης και σύμφωνα με τους όρους της παρούσας Περιγραφής Υπηρεσιών, της Σύμβασης και των σχετικών Εγγράφων Συναλλαγών, β) τη δημιουργία και εγκατάσταση αντιγράφων για την υποστήριξη τέτοιας εξουσιοδοτημένης χρήσης, και γ) τη δημιουργία ενός εφεδρικού (backup) αντιγράφου. Τα Προγράμματα μπορούν να χρησιμοποιηθούν από τον Πελάτη, τους εξουσιοδοτημένους υπαλλήλους και εργολάβους του μόνο εντός της Επιχείρησης του Πελάτη, ενώ δεν επιτρέπεται η παροχή υπηρεσιών φιλοξενίας (hosting) και χρονικού καταμερισμού (timesharing) σε τρίτους. Ο Πελάτης δεν επιτρέπεται να προβεί στην παραχώρηση υποαδειών χρήσης σε τρίτους, ούτε στην εκχώρηση ή μεταβίβαση της άδειας χρήσης για οποιοδήποτε Πρόγραμμα. Μπορεί να διατίθενται πρόσθετα δικαιώματα έναντι πρόσθετων χρεώσεων ή βάσει διαφορετικών όρων. Στον Πελάτη δεν εκχωρούνται απεριόριστα δικαιώματα χρήσης του Προγράμματος, ούτε έχει πληρώσει ο Πελάτης για το σύνολο της οικονομικής αξίας του Προγράμματος. Ορισμένα Προγράμματα μπορεί να περιλαμβάνουν κώδικα τρίτων που παραχωρείται με άδεια χρήσης βάσει χωριστών συμβάσεων που προσδιορίζονται παρακάτω.

Η άδεια χρήσης για ένα Πρόγραμμα χορηγείται υπό την προϋπόθεση ότι ο Πελάτης:

- α. αναπαράγει τις σημειώσεις περί πνευματικών δικαιωμάτων και άλλες επισημάνσεις,
- β. εξασφαλίζει ότι οποιοσδήποτε κάνει χρήση του Προγράμματος το πράττει μόνο στα πλαίσια της εξουσιοδοτημένης χρήσης από τον Πελάτη και συμμορφώνεται με την άδεια χρήσης,
- γ. δεν προβαίνει στην αντίστροφη συμβολομετάφραση (reverse assembling), αντίστροφη μεταγλώττιση (reverse compiling), μετάφραση ή αποσυμπίληση (reverse engineering) του Προγράμματος, και
- δ. δεν χρησιμοποιεί οποιαδήποτε στοιχεία του Προγράμματος ή των σχετικών παραχωρηθέντων με άδεια χρήσης υλικών χωριστά από το Πρόγραμμα.

Εκτός εάν άλλως προβλέπεται ρητώς στη Σύμβαση του Πελάτη, θα ισχύουν τα παρακάτω:

- α. Χρεώσεις, Φόροι, Πληρωμή και Επαλήθευση

Ο Πελάτης i) θα τηρεί, και θα παρέχει κατόπιν σχετικού αιτήματος, αρχεία και δεδομένα που παράγονται από εργαλεία του συστήματος, καθώς και θα εξασφαλίζει την πρόσβαση στις εγκαταστάσεις του Πελάτη στο βαθμό που είναι ευλόγως απαραίτητο ώστε να επαληθεύουν η IBM και ο ανεξάρτητος ελεγκτής της τη συμμόρφωση του Πελάτη με τις διατάξεις της Σύμβασης, συμπεριλαμβανομένων των διατάξεων που αφορούν στις άδειες χρήσης των Προγραμμάτων και στα μετρικά συστήματα χρέωσης, όπως π.χ. η χρήση μειωμένης δυναμικότητας, όταν προβλέπεται, και ii) θα παραγγέλλει και θα εξοφλεί άμεσα τα απαιτούμενα δικαιώματα (συμπεριλαμβανομένης της αντίστοιχης Συνδρομής και Υποστήριξης) έναντι των εκάστοτε ισχυουσών τιμών της IBM, καθώς και οποιοσδήποτε άλλες χρεώσεις και οφειλές που τυχόν προκύπτουν ως αποτέλεσμα της εν λόγω επαλήθευσης, όπως αυτές καθορίζονται από την IBM σε ένα τιμολόγιο. Οι εν λόγω υποχρεώσεις επαλήθευσης συμμόρφωσης παραμένουν σε ισχύ κατά τη διάρκεια της περιόδου ισχύος οποιουδήποτε Εγγράφου Συναλλαγής και για δύο επιπλέον έτη μετά τη λήξη αυτής της περιόδου.

- β. Ευθύνη και Αποζημίωση

Η IBM δεν φέρει ευθύνη για αξιώσεις που βασίζονται σε Προγράμματα μη-IBM, είδη που δεν έχουν παρασχεθεί από την IBM, ή οποιαδήποτε παραβίαση νόμου ή δικαιωμάτων τρίτων που προκλήθηκε από Περιεχόμενο του Πελάτη ή οποιαδήποτε υλικά, σχέδια ή προδιαγραφές του Πελάτη, ή τη χρήση μη τρέχουσας εκδοχής ή έκδοσης ενός Προγράμματος IBM όταν θα μπορούσε να είχε αποφευχθεί η έγερση αξίωσης αν είχε χρησιμοποιηθεί η τρέχουσα εκδοχή ή έκδοση του Προγράμματος.

- γ. Καταγγελία

Η IBM μπορεί να καταγγείλει την άδεια του Πελάτη να χρησιμοποιεί ένα Πρόγραμμα εάν ο Πελάτης δεν συμμορφώνεται με τη Σύμβαση. Ο Πελάτης θα καταστρέψει χωρίς καθυστέρηση όλα τα αντίγραφα του Προγράμματος μετά την καταγγελία της άδειας χρήσης από οποιοδήποτε από τα συμβαλλόμενα μέρη.

5.4 Κώδικας με Χωριστή Άδεια Χρήσης

Οι διατάξεις αυτής της παραγράφου δεν ισχύουν στο βαθμό που θεωρούνται άκυρες ή μη εφαρμόσιμες βάσει του νόμου που διέπει την παρούσα άδεια χρήσης. Κάθε ένα από τα στοιχεία που περιλαμβάνονται στην παρακάτω λίστα θεωρείται "Κώδικας με Χωριστή Άδεια Χρήσης" (Separately Licensed Code). Η άδεια χρήσης για τον Κώδικα της IBM με Χωριστή Άδεια Χρήσης χορηγείται στον Δικαιούχο Άδειας Χρήσης βάσει των όρων της αντίστοιχης ή των αντίστοιχων συμβάσεων άδειας χρήσης τρίτων που ορίζονται στα Παραρτήματα στο τέλος της παρούσας Περιγραφής Υπηρεσιών. Ανεξαρτήτως οποιωνδήποτε όρων της Σύμβασης ή οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM, οι όροι της (των) εν λόγω σύμβασης(-ων) άδειας χρήσης τρίτου

διέπουν τη χρήση όλου του Κώδικα με Χωριστή Άδεια Χρήσης από τον Δικαιούχο Άδειας Χρήσης, εκτός εάν ορίζεται διαφορετικά παρακάτω.

Σε μελλοντικές αναβαθμίσεις ή διορθώσεις του Προγράμματος μπορεί να περιέχεται πρόσθετος ή ενημερωμένος Κώδικας με Χωριστή Άδεια Χρήσης. Ο εν λόγω Κώδικας με Χωριστή Άδεια Χρήσης θα παρέχεται στο Δικαιούχο Άδειας Χρήσης πριν την εφαρμογή της ενημέρωσης ή της διόρθωσης. Ο Δικαιούχος Άδειας Χρήσης βεβαιώνει ότι έχει διαβάσει και συμφωνεί με τις παρεχόμενες συμβάσεις άδειας χρήσης. Εάν ο Δικαιούχος Άδειας Χρήσης δεν συμφωνεί με τους όρους των εν λόγω συμβάσεων άδειας χρήσης τρίτων, ο Δικαιούχος Άδειας Χρήσης δεν έχει το δικαίωμα να χρησιμοποιεί τον Κώδικα με Χωριστή Άδεια Χρήσης.

Για Προγράμματα που αποκτήθηκαν βάσει των όρων για Προγράμματα που προβλέπονται στην παρούσα Περιγραφή Υπηρεσιών ισχύει ότι, εάν ο Δικαιούχος Άδειας Χρήσης είναι ο αρχικός Δικαιούχος Άδειας Χρήσης του Προγράμματος και δεν συμφωνεί με τις συμβάσεις άδειας χρήσης τρίτων, ο Δικαιούχος Άδειας Χρήσης δικαιούται να επιστρέψει το Πρόγραμμα στο μέρος από το οποίο το προμηθεύτηκε εντός 30 ημερών από την ημερομηνία έκδοσης της Απόδειξης Δικαιώματος στο Δικαιούχο Άδειας Χρήσης. Αν η άδεια χρήσης είναι ορισμένου χρόνου και υπόκειται σε ανανέωση, τότε ο Δικαιούχος Άδειας Χρήσης δικαιούται επιστροφή χρημάτων μόνο όταν το Πρόγραμμα και η Απόδειξη Δικαιώματος επιστραφούν εντός των πρώτων 30 ημερών της αρχικής περιόδου.

Σημείωση: Ανεξαρτήτως οποιωνδήποτε όρων της σύμβασης άδειας χρήσης του τρίτου μέρους, της Σύμβασης και οποιασδήποτε άλλης σύμβασης που μπορεί να έχει συνάψει ο Δικαιούχος Άδειας Χρήσης με την IBM:

- α. Η IBM παρέχει αυτό τον Κώδικα με Χωριστή Άδεια Χρήσης στο Δικαιούχο Άδειας Χρήσης ΧΩΡΙΣ ΕΓΓΥΗΣΕΙΣ ΚΑΝΕΝΟΣ ΕΙΔΟΥΣ,
- β. Η IBM ΑΠΟΠΟΙΕΙΤΑΙ ΟΠΟΙΩΝΔΗΠΟΤΕ ΡΗΤΩΝ ΚΑΙ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ, ΣΥΜΠΕΡΙΛΑΜΒΑΝΟΜΕΝΗΣ, ΕΝΔΕΙΚΤΙΚΑ ΚΑΙ ΟΧΙ ΠΕΡΙΟΡΙΣΤΙΚΑ, ΤΗΣ ΕΓΓΥΗΣΗΣ ΤΙΤΛΟΥ ΚΥΡΙΟΤΗΤΑΣ, ΜΗ ΠΑΡΑΒΙΑΣΗΣ ΔΙΚΑΙΩΜΑΤΩΝ Ή ΠΑΡΕΜΒΑΣΗΣ ΚΑΙ ΤΩΝ ΣΙΩΠΗΡΩΝ ΕΓΓΥΗΣΕΩΝ ΚΑΙ ΠΡΟΫΠΟΘΕΣΕΩΝ ΕΜΠΟΡΕΥΣΙΜΟΤΗΤΑΣ ΚΑΙ ΚΑΤΑΛΛΗΛΟΤΗΤΑΣ ΓΙΑ ΣΥΓΚΕΚΡΙΜΕΝΟ ΣΚΟΠΟ, ΑΝΑΦΟΡΙΚΑ ΜΕ ΤΟΝ ΚΩΔΙΚΑ ΜΕ ΧΩΡΙΣΤΗ ΑΔΕΙΑ ΧΡΗΣΗΣ.
- γ. Η IBM δεν φέρει ευθύνη προς τον Δικαιούχο Άδειας Χρήσης και δεν θα υπερασπίζεται, θα αποζημιώνει ή θα καλύπτει τον Δικαιούχο Άδειας Χρήσης έναντι οποιωνδήποτε αξιώσεων που απορρέουν από ή σχετίζονται με τον Κώδικα με Χωριστή Άδεια Χρήσης, και
- δ. Η IBM δεν φέρει ευθύνη για οποιεσδήποτε άμεσες, έμμεσες, παρεπόμενες, ειδικές ή επακόλουθες ζημιές, ζημιές ηθικής βλάβης ή ποινικές ρήτρες, συμπεριλαμβανομένων, ενδεικτικά και όχι περιοριστικά, της απώλειας δεδομένων, διαφυγουσών οικονομιών και διαφυγόντων κερδών, αναφορικά με τον Κώδικα με Χωριστή Άδεια Χρήσης.

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ΠΙΝΑΚΑΣ ΠΕΡΙΕΧΟΜΕΝΩΝ

ΤΟ ΠΑΡΟΝ ΑΡΧΕΙΟ ΕΙΔΟΠΟΙΗΣΕΩΝ ΑΠΟΤΕΛΕΙΤΑΙ ΑΠΟ ΤΙΣ ΠΑΡΑΚΑΤΩ

ΕΝΟΤΗΤΕΣ:

- ΑΔΕΙΑ ΧΡΗΣΗΣ BOOST
- ΑΔΕΙΑ ΧΡΗΣΗΣ BSD 3 ΡΗΤΡΩΝ
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Τελευταία ενημέρωση: Ιούλιος 2016

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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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.

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- 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.

Σύμβαση Άδειας Χρήσης Τελικού Χρήστη HP

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