

Descripción del Servicio

Weather Company Operations Dashboard for Oil & Gas – Radar System

Esta Descripción del Servicio describe el Servicio de Cloud. Los documentos de pedidos aplicables proporcionan precios y detalles adicionales sobre el pedido del Cliente.

1. Servicio de Cloud

1.1 Ofertas

Los siguientes sistemas dan soporte a Weather Company Operations Dashboard for Oil & Gas – Radar System. Weather Company Operations Dashboard Platform es una oferta de requisito previo que se adquiere bajo una Descripción del Servicio independiente.

1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites

Este Servicio de Cloud proporciona la integración en tiempo real de los datos de los radares adquiridos por el Cliente dentro de la aplicación basada en entornos web y móviles. Los Clientes pueden comprar uno o más radares; una vez instalados, los datos se transmiten de nuevo a IBM, donde se procesan y se ponen a disposición dentro de la aplicación basada en entornos web y móviles en tiempo real.

1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar

Este Servicio de Cloud es una aplicación basada en entornos web y móviles para tabletas y teléfonos que ofrece un acceso localizado, interactivo y responsable a los servicios meteorológicos globales junto con los datos en tiempo real para uno o más radares adquiridos por el Cliente. Los radares pueden instalarse en cualquier parte del mundo y servir como un medio para proporcionar datos valiosos en tiempo real en partes remotas del mundo. Además, se visualizan otros conjuntos de datos pertinentes que permiten a las empresas petroleras y gasísticas con activos en cualquier lugar del mundo combinar información en tiempo real con previsiones y alertas para tomar decisiones empresariales críticas y mejorar la eficacia operativa.

1.1.3 Weather Company Oil & Gas Radar – Z2G4 System

The Weather Company Oil & Gas Radar – Z2G4 System, que incluye Programas, Código Bajo Licencia por Separado y un sistema HP que es una Máquina No-IBM, se vende con cada radar adquirido por el Cliente. Radar System está conectado al radar; lee y transmite los datos en tiempo real grabados por el radar a IBM.

2. Fichas de Características de Protección y Tratamiento de Datos

El Anexo de Tratamiento de Datos (DPA) de IBM, en <http://ibm.com/dpa>, y las Fichas de Características de Protección y Tratamiento de Datos (referidas como fichas de datos o Suplementos del DPA) en los enlaces siguientes proporcionan información adicional de protección de datos para los Servicios de Cloud y sus opciones sobre los tipos de Contenido que pueden tratarse, las actividades de tratamiento involucradas, las características de protección de datos y detalles específicos sobre la retención y la devolución de Contenido. El DPA se aplica a los datos personales contenidos en el Contenido, siempre y cuando: i) se cumpla el Reglamento General de Protección de Datos de la Unión Europea (EU/2016/679) (GDPR); o ii) se aplique otra legislación sobre protección de datos identificada en <http://ibm.com/dpa/dpl>.

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

3. Nivel de Servicio y Soporte Técnico

3.1 Contrato de Nivel de Servicio (SLA)

Este Servicio de Cloud no proporciona un SLA de disponibilidad.

3.2 Soporte Técnico

El Soporte Técnico para el Servicio de Cloud, incluyendo detalles de contacto de soporte, niveles de gravedad, horas de disponibilidad de soporte, tiempos de respuesta y otros procesos e información de

soporte, se encuentra seleccionando el Servicio de Cloud en la guía de soporte de IBM disponible en la dirección <https://www.ibm.com/support/home/pages/support-guide/>.

4. Cargos

4.1 Métricas de Cargo

Las métricas de cargo por el Servicio de Cloud se especifican en el Documento Transaccional.

Se aplican a este Servicio de Cloud las métricas de cargo siguientes:

- Un ID de Entidad es un identificador único para cualquier entidad identificada dentro de los Servicios de Cloud.
- Los Ingresos Totales en dólares estadounidenses son la cantidad total de las ventas anuales del Cliente y otras fuentes de ingresos como se indica en el informe público más reciente emitido por el Cliente, o por empresas no públicas, según se indique en el último informe financiero auditado del Cliente. Las divisas que no son dólares estadounidenses se convierten a su equivalente en dólares estadounidenses de contrato con la tabla de unidades de conversión de http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- Un Dispositivo Cliente es cualquier dispositivo que solicita o recibe mandatos, procedimientos o aplicaciones de ejecución desde un entorno de servidor que accede a los Servicios de Cloud.

5. Términos Adicionales

Para los Contratos de Servicio de Cloud (o contratos de cloud base equivalentes) firmados antes del 1 de enero de 2019, se aplican las condiciones disponibles en <https://www.ibm.com/acs>.

5.1 Limitaciones de Uso por País

El Cliente es responsable de, y las obligaciones de IBM en virtud de esta Descripción del Servicio quedarán condicionadas a ello, la determinación por parte del Cliente de si su propio uso de los Datos es admisible y, en la medida necesaria, la obtención de todas las licencias, permisos, aprobaciones o autorizaciones necesarios de cualquier entidad o agencia gubernamental en el país o territorio en el que opera o bien utiliza los Datos.

5.2 Software de Habilitación

El software de habilitación se proporciona al Cliente bajo las condiciones siguientes:

- BOOST
- CLÁUSULA BSD-3
- MIT
- Microsoft Windows

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- e. Cargos, Impuestos, Pago y Verificación

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- HP (Apéndice C)
- Creative Commons (Apéndice D)

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Sin perjuicio de lo anterior, las nuevas estaciones de trabajo de HP incluyen una garantía de 5 años con servicio el siguiente día laborable proporcionado por HP, excluyendo vacaciones.

Apéndice A

Avisos e Información

AVISOS E INFORMACIÓN PARA LOS SISTEMAS DE SOLUCIONES DE WEATHER COMPANY OPERATIONS DASHBOARD.

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TABLA DE CONTENIDO

ESTE ARCHIVO DE AVISO DE IBM CONSTA DE LO SIGUIENTE

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

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WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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- (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.

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4. Transfer

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

5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software.

Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates.

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

7. Geographic and Export Restrictions.

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

8. Support and Refund Procedures.

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

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

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

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-

7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. **Arbitration fees and payments.**

- (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
- (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. **Governing Law.**

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

11. **Consumer Rights, Regional Variations.**

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

- a. **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and

remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

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

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).
- d. **Germany and Austria.**
 - (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
 - (2) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

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

12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM
- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.

- (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
- (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
- (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement.

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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.

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13. CAPACITY AND AUTHORITY TO CONTRACT.

You represent that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this contract.

14. APPLICABLE LAW.

This EULA is governed by the laws of the country in which the equipment was purchased.

15. ENTIRE AGREEMENT.

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First Edition: August 2015

817678-001

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