

Description de Service

Weather Company Operations Dashboard for Oil & Gas – Radar System

Ce Descriptif de Services détaille le Service Cloud. Les bons de commande applicables contiennent les prix et les détails supplémentaires de la commande du Client.

1. Service Cloud

1.1 Offres

Les offres qui suivent prennent en charge le Weather Company Operations Dashboard for Oil & Gas – Radar. Weather Company Operations Dashboard Platform est une offre prérequis achetée dans le cadre d'une Description de Service séparée.

1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites

Ce Service Cloud permet l'intégration en temps réel des données issues des radars achetés par le Client dans l'application mobile et Web. Le Client peut acheter un ou plusieurs radars et, une fois ces derniers installés, les données sont à nouveau transmises à IBM où elles sont traitées et mises à disposition dans l'application mobile et Web en temps réel.

1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar

Ce Service Cloud est une application mobile et Web destinée aux tablettes et téléphones, qui donne un accès localisé, interactif et réactif aux données météo mondiales ainsi qu'aux données en temps réel issues d'un ou plusieurs radars achetés par le Client. Les radars peuvent être installés n'importe où dans le monde et servent à fournir des données précieuses en temps réel dans les régions les plus reculées de la planète. En outre, d'autres ensembles de données pertinents sont visualisés afin de permettre aux compagnies pétrolières et gazières disposant d'actifs dans le monde entier de combiner les analyses en temps réel avec les analyses prévisionnelles et les alertes pour prendre des décisions métier critiques et améliorer l'efficacité opérationnelle.

1.1.3 Weather Company Oil & Gas Radar – Z2G4 System

Weather Company Oil & Gas Radar – Z2G4 System, qui inclut des Logiciels, un Code à Licence Distincte et un système HP qui est une Machine non IBM, est vendu avec chaque radar acheté par le Client. Radar System est connecté au radar et lit et retourne à IBM les données en temps réel enregistrées par le radar.

2. Fiches Techniques sur le Traitement et la Protection des Données

L'addendum d'IBM relatif au Traitement de Données à caractère personnel, disponible sur <http://ibm.com/dpa> (DPA) et la ou les Fiches Techniques (désignées par fiche(s) technique(s) ou Annexe(s) DPA) dans les liens ci-dessous contiennent des informations additionnelles sur la protection des données pour les Services Cloud et leurs options concernant les types de Contenus pouvant être traités, les activités de traitement impliquées, les dispositifs de protection des données et les détails de conservation et de retour de Contenu. Le DPA s'applique aux Données à caractère personnel du Contenu dans la mesure où i) Le Règlement Général Européen sur la Protection des Données (UE/2016/679) (RGPD) ; ou ii) d'autres lois relatives à la protection des données identifiées sur <http://ibm.com/dpa/dpl> s'appliquent.

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

3. Niveaux de Service et Support Technique

3.1 Accord Relatif aux Niveaux de Service

Ce Service Cloud ne fournit pas de SLA de disponibilité.

3.2 Support Technique

Le support technique destiné au Service Cloud, y compris les coordonnées des personnes à contacter, les niveaux de gravité, les heures de disponibilité, les temps de réponse ainsi que d'autres informations et

processus relatifs au support technique sont disponibles en sélectionnant le Service Cloud dans le guide de support IBM disponible à l'adresse <https://www.ibm.com/support/home/pages/support-guide/>.

4. Montant des Redevances

4.1 Unités de mesure des redevances

Les unités de mesure des redevances du Service Cloud sont indiquées dans le Document de Transaction.

Les unités de redevances suivantes s'appliquent à ce Service Cloud :

- Un ID d'Entité est un identificateur unique pour toute entité identifiée dans les Services Cloud.
- Recettes Totales en Dollar US : montant total des ventes annuelles du Client et d'autres sources de revenus, comme indiqué dans le rapport public le plus récent établi par le Client ou, pour les sociétés non publiques, dans le rapport financier audité le plus récent du Client. Les devises autres que le dollar US sont converties en leur équivalent en dollar US conformément au tableau des unités de conversion disponible à l'adresse http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- Unité Client désigne tout appareil qui demande ou reçoit des commandes d'exécution, des procédures ou des applications à partir d'un environnement serveur qui accèdent aux Services Cloud.

5. Dispositions Additionnelles

Pour les Contrats de Services Cloud (ou des contrats Cloud de base équivalents) signés avant le 1er janvier 2019, les dispositions énoncées à l'adresse <https://www.ibm.com/acs> s'appliquent.

5.1 Limitations d'Utilisation Nationales

Il incombe au Client de déterminer, et les obligations d'IBM au titre du présent Descriptif de Services en seront conditionnées, si son utilisation des Données est admissible et, dans la mesure du nécessaire, d'obtenir tous les accords, licences, autorisations et approbations de tout organisme ou entité gouvernementale dans le pays dans lequel il exploite ou utilise les Données.

5.2 Logiciels d'Activation

Les logiciels d'activation sont fournis au Client selon les modalités suivantes :

- BOOST
- 3 CLAUSES BSD
- MIT
- Microsoft Windows

5.3 Licence de Logiciel

Un **Logiciel** est un programme informatique de marque IBM ainsi que les éléments connexes, pouvant être acquis sous licence sous réserve du paiement de redevances. Les Logiciels n'incluent pas de Code Machine ou d'Éléments de Projet, tels que ces termes sont définis dans une Annexe. Ils sont protégés par les droits d'auteur et sont concédés sous licence (ils ne sont pas vendus). Lorsqu'IBM accepte une commande de Logiciel, le Client reçoit une licence non exclusive l'autorisant a) à utiliser le Logiciel uniquement dans les limites de ses autorisations et sous réserve du présent Descriptif de Services ; b) à effectuer et installer des copies pour permettre une telle utilisation ; et c) à effectuer une copie de sauvegarde. Les Logiciels pourront être utilisés par le Client, ses employés et sous-traitants autorisés uniquement au sein de l'Entreprise du Client et non pour fournir des services d'hébergement ou des services partagés au bénéfice d'un tiers. Le Client n'est pas autorisé à accorder des sous-licences, à céder ou à transférer la licence d'un Logiciel. D'autres droits peuvent être disponibles moyennant un supplément ou selon des modalités différentes. Le Client ne reçoit pas de droits illimités permettant d'utiliser le Logiciel et le Client n'a pas payé la totalité de la valeur économique du Logiciel. Certains Logiciels peuvent contenir des codes tiers concédés sous leurs propres conditions de licence dans le cadre de contrats distincts identifiés ci-dessous.

La licence est concédée au Client sous réserve que le Client :

- a. reproduise les mentions de droits d'auteur et d'autres marquages ;
- b. veille à ce que toute personne utilisant le Logiciel ne le fasse que pour l'usage du Client dans la limite des droits concédés et conformément à la licence ;
- c. n'effectue pas de désassemblage, de décompilation, de traduction ou d'ingénierie inverse du Logiciel ; et
- d. n'utilise aucun des éléments du Logiciel ou des éléments sous licence connexes séparément du Logiciel.

Sauf mention contraire spécifique dans le Contrat du Client, les dispositions suivantes sont applicables :

- e. Redevances, Taxes, Paiements et Vérification

Le Client : i) conservera, et fournira sur demande, des enregistrements, des sorties d'outils système et l'accès aux locaux du Client, comme cela s'avère raisonnablement nécessaire pour permettre à IBM et son auditeur indépendant de vérifier le respect du Contrat par le Client, notamment les licences et mesures d'utilisation des Logiciels, le cas échéant, et ii) commandera et paiera dans les plus brefs délais tout droit d'utilisation requis (ainsi que l'Abonnement et Support associé) aux prix en vigueur d'IBM, ainsi que toutes autres dépenses ou obligations déterminées par suite de ladite vérification, comme indiqué par IBM dans une facture. Ces obligations de vérification de la conformité demeurent en vigueur pendant toute la durée d'un DT et pendant les deux années suivantes.

- f. Responsabilité et Indemnisation

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- g. Résiliation

IBM peut résilier la licence du Client permettant d'utiliser un Logiciel si le Client ne respecte pas le Contrat. Le Client détruira, dans les plus brefs délais, toutes les copies du Logiciel après la résiliation de la licence par l'une ou l'autre partie.

5.4 Code à Licence Distincte

Les dispositions du présent paragraphe ne s'appliquent pas dans la mesure où elles sont considérées comme étant non valides ou inapplicables en vertu de la législation qui régit cette licence. Chacun des composants énumérés ci-dessous est considéré comme étant un « Code à Licence Distincte ». Le Code à Licence Distincte d'IBM est concédé sous licence au Détenteur de la Licence au titre du(es) contrat(s) de licence tiers applicable(s) indiqué(s) dans les Annexes à la fin du présent Descriptif de Services. Nonobstant l'une quelconque des dispositions du Contrat ou tout autre accord éventuellement conclu par le Détenteur de la Licence avec IBM, les dispositions desdits contrats de licence tiers régissent l'utilisation par le Détenteur de la Licence de tous les Codes à Licence Distincte, sauf mention contraire ci-dessous.

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- d. IBM ne peut être tenue responsable pour tout dommage direct, indirect, accessoire, spécial, à titre de réparation exemplaire, notamment, perte de données et tout préjudice financier et économique, lié au Code à Licence Distincte.

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Voici le Code à Licence Distincte :

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

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Le Client pourra acquérir des machines non-IBM exclusivement pour les utiliser dans son Entreprise, dans le pays où elles ont été acquises, et non pour les revendre, louer ou céder. Le financement par cession-bail est autorisé.

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5.7 Exclusion de Garantie des Machines Non-IBM

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Nonobstant ce qui précède, les nouveaux postes de travail HP incluent une garantie de 5 ans avec intervention de HP le jour ouvrable suivant, hors jours fériés.

Notifications et informations

MODALITES ET INFORMATIONS SUR LES SYSTEMES DE SOLUTIONS DE WEATHER COMPANY OPERATIONS DASHBOARD.

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TABLE DES MATIERES

CE FICHIER DE NOTIFICATION IBM SE COMPOSE DES ELEMENTS SUIVANTS

SECTIONS :

- BOOST
- 3 CLAUSES BSD
- MIT

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1. LICENCE BOOST

Le Logiciel comprend tout ou partie des éléments suivants qu'IBM a obtenus dans le cadre de la Licence du logiciel Boost :

Boost

Boost Software License – Version 1.0 – August 17th, 2003

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MODALITES ET INFORMATIONS SUR L'EXPIRATION DE LA LICENCE BOOST

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MODALITES ET INFORMATIONS SUR L'EXPIRATION DE LA LICENCE BSD

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

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EXPIRATION DE LA LICENCE MIT

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FIN DES MODALITES ET INFORMATIONS IBM

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FIN DU FICHIER DE NOTIFICATION

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Dispositions de licence de Logiciel Microsoft

Dernière mise à jour : juillet 2016

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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- 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.
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 - (1) use or virtualize features of the software separately;
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 - (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;
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 - (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), and as may be described in the user interface associated with the software features.

4. Transfer

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

5. Authorized Software and Activation.

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

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

6. Updates.

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

7. Geographic and Export Restrictions.

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

8. Support and Refund Procedures.

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

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

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

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

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

e. **Arbitration fees and payments.**

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

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

10. **Governing Law.**

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

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

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

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

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

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

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

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

12. Additional Notices.

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

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

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

13. Entire Agreement.

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- Windows 10 Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
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Check with your device manufacturer to determine if your device is covered by a warranty.

Contrat de Licence utilisateur final HP

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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.

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