

Weather Company Operations Dashboard for Oil & Gas – Radar System

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

1. Layanan Cloud

1.1 Tawaran

Tawaran berikut mendukung Weather Company Operations Dashboard for Oil & Gas – Radar System. Platform Weather Company Operations Dashboard adalah tawaran prasyarat yang diperoleh berdasarkan Uraian Layanan terpisah.

1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites

Layanan Cloud ini menyediakan integrasi waktu nyata data dari radar yang dibeli oleh Klien dalam aplikasi berbasis mobile dan web. Klien dapat membeli satu atau beberapa radar dan setelah dipasang, data ditransmisikan kembali ke IBM di mana data ini diproses dan disediakan dalam aplikasi berbasis mobile dan web secara waktu nyata.

1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar

Layanan Cloud ini adalah aplikasi berbasis mobile dan web untuk tablet dan telepon yang menyampaikan akses yang dilokalkan, interaktif, dan responsif ke cuaca global bersamaan dengan data waktu nyata dari satu atau beberapa radar yang dibeli oleh Klien. Radar dapat dipasang di mana pun di seluruh dunia dan berfungsi sebagai sarana untuk menyediakan data waktu nyata yang berharga di daerah yang jauh di seluruh dunia. Selain itu, dataset terkait lainnya divisualisasikan untuk memungkinkan perusahaan & gas dengan aset di mana pun di seluruh dunia untuk menggabungkan wawasan waktu nyata dengan wawasan yang diprakirakan dan peringatan untuk membuat keputusan bisnis penting dan meningkatkan efisiensi operasional.

1.1.3 Weather Company Oil & Gas Radar – Z2G4 System

The Weather Company Oil & Gas Radar – Z2G4 System, yang mencakup Program, Kode Berlisensi Terpisah, dan sistem HP yang merupakan Mesin non-IBM, dijual dengan setiap radar yang dibeli oleh Klien. Radar System terhubung ke radar serta membaca dan mentransmisikan data waktu nyata yang direkam oleh radar kembali ke IBM.

2. Lembar Data Perlindungan dan Pemrosesan Data

Adendum Pemrosesan Data IBM di <http://ibm.com/dpa> (Data Processing Addendum - "DPA") dan Lembar(-lembar) Data Perlindungan dan Pemrosesan Data (disebut sebagai lembar(-lembar) data atau Ekshibit(-ekshibit) DPA) dalam tautan di bawah memberikan informasi perlindungan data tambahan untuk Layanan Cloud dan opsinya sehubungan dengan tipe Konten yang dapat diproses, aktivitas pemrosesan yang terlibat, fitur perlindungan data, serta pokok-pokok mengenai retensi dan pengembalian Konten. DPA tersebut berlaku untuk data pribadi yang terkandung dalam Konten, apabila dan sejauh i) Peraturan Perlindungan Data Umum Eropa (EU/2016/679) (European General Data Protection Regulation - "GDPR"); atau ii) peraturan perundang-undangan perlindungan data lainnya yang diidentifikasi di <http://ibm.com/dpa/dpl> berlaku.

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

3. Tingkat Layanan dan Dukungan Teknis

3.1 Perjanjian Tingkat Layanan

Layanan Cloud ini tidak menyediakan SLA ketersediaan.

3.2 Dukungan Teknis

Dukungan teknis untuk Layanan Cloud, termasuk rincian kontak dukungan, level tingkat permasalahan, jam dukungan ketersediaan, waktu tanggapan, dan informasi serta proses dukungan lain, ditemukan

dengan memilih Layanan Cloud dalam panduan dukungan IBM yang tersedia di <https://www.ibm.com/support/home/pages/support-guide/>.

4. Biaya

4.1 Metrik Biaya

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

Metrik biaya berikut berlaku untuk Layanan Cloud ini:

- ID Entitas adalah pengenalan unit untuk setiap entitas yang diidentifikasi dalam Layanan Cloud.
- Pendapatan Total adalah total jumlah penjualan tahunan Klien dan sumber-sumber pendapatan lain sebagaimana yang dinyatakan dalam laporan publik terbaru yang diterbitkan oleh Klien, atau untuk perusahaan non-publik, laporan keuangan terbaru Klien yang telah diaudit. Mata uang Non-Dolar AS dikonversi dalam mata uang yang setara dengan Dolar AS sesuai dengan tabel unit konversi di http://www.ibm.com/software/passportadvantage/conversion_unit_table.html.
- Perangkat Klien adalah perangkat apa pun yang meminta atau menerima perintah eksekusi, prosedur atau aplikasi dari lingkungan server yang mengakses Layanan Cloud.

5. Syarat-syarat Tambahan

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

5.1 Batasan Negara terhadap Penggunaan

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

5.2 Perangkat Lunak yang Diaktifkan

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

- BOOST
- KLAUSUL BSD 3
- MIT
- Microsoft Windows

5.3 Lisensi Program

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

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

- a. melakukan reproduksi pemberitahuan hak cipta dan tanda lainnya;
- b. memastikan siapa pun yang menggunakan Program melakukan hal tersebut hanya untuk penggunaan Klien yang sah dan mematuhi lisensi;
- c. tidak merakit balik, mengompilasi balik, menerjemahkan, atau merekayasa balik Program; dan

- d. tidak menggunakan setiap elemen dari Program atau materi berlisensi yang terkait secara terpisah dari Program.

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

- a. Biaya, Pajak, Pembayaran, dan Verifikasi

Klien akan: i) memelihara, dan memberikan berdasarkan permintaan, catatan, output alat sistem, dan akses ke lokasi Klien, sebagaimana yang diperlukan secara wajar bagi IBM dan auditor independennya untuk memverifikasi kepatuhan Klien terhadap Perjanjian, termasuk metrik dan lisensi Program, seperti penggunaan subkapasitas, apabila berlaku; dan ii) segera memesan dan membayar untuk kepemilikan yang diperlukan (termasuk S&S terkait) sesuai dengan tarif IBM yang berlaku saat itu serta untuk biaya dan tanggung jawab lain yang ditentukan sebagai hasil dari verifikasi tersebut, sebagaimana yang ditetapkan oleh IBM dalam tagihan. Kewajiban verifikasi kepatuhan ini tetap berlaku selama jangka waktu setiap TD dan selama dua tahun kemudian.

- b. Tanggung Jawab dan Ganti Rugi

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

- c. Pengakhiran

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

5.4 Kode Berlisensi Terpisah

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

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

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

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

- a. IBM memberikan Kode Berlisensi Terpisah ini kepada Pemegang Lisensi TANPA JAMINAN DALAM BENTUK APA PUN;
- b. IBM MENYANGGAH SETIAP DAN SEMUA JAMINAN DAN KETENTUAN SECARA TEGAS DAN TERSIRAT TERMASUK, NAMUN TIDAK TERBATAS PADA, JAMINAN HAK MILIK, TIDAK ADANYA PELANGGARAN ATAU GANGGUAN SERTA JAMINAN DAN KETENTUAN TERSIRAT ATAS KELAYAKAN UNTUK DIPERJUALBELIKAN DAN KESESUAIAN UNTUK TUJUAN TERTENTU, SEHUBUNGAN DENGAN KODE BERLISENSI TERPISAH;

- c. IBM tidak bertanggung jawab kepada Pemegang Lisensi, dan tidak akan membela, memberikan ganti rugi, maupun membebaskan Pemegang Lisensi untuk setiap klaim yang timbul dari atau yang berkaitan dengan Kode Berlisensi Terpisah; dan
- d. IBM tidak bertanggung jawab atas setiap ganti rugi langsung, tidak langsung, insidental, khusus, eksemplari, sebagai hukuman (punitive), atau konsekuensial termasuk, namun tidak terbatas pada, kehilangan data, kehilangan simpanan, dan kehilangan keuntungan, yang berkaitan dengan Kode Berlisensi Terpisah.

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

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

Berikut ini adalah Kode Berlisensi Terpisah:

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

5.5 Mesin Non-IBM

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

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

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

5.6 Pemberian Ganti Rugi dan Tanggung Jawab

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

5.7 Sanggahan Jaminan Mesin Non-IBM

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

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

Apendiks A

Pemberitahuan dan Informasi

PEMBERITAHUAN DAN INFORMASI UNTUK SISTEM SOLUSI DASHBOARD PENGOPERASIAN WEATHER COMPANY .

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DAFTAR ISI

FILE PEMBERITAHUAN IBM INI TERDIRI DARI HAL-HAL BERIKUT

PASAL:

- BOOST
- KLAUSUL BSD 3
- MIT

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

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

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Terakhir diperbarui Juli 2016

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 - (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.

This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings – System – About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows 10 Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobe-flash)

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

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

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR

CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

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

Perjanjian Lisensi Pengguna Akhir HP

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This End-User license Agreement ("EULA") is a legal agreement between (a) you (either an individual or a single entity) and (b) HP Inc. ("HP") that governs your use of any Software Product, installed on or made available by HP for use with your HP product ("HP Product"), that is not otherwise subject to a separate license agreement between you and HP or its suppliers. Other software may contain a EULA in its online documentation. The term "Software Product" means computer software and may include associated media, printed materials and "online" or electronic documentation.

An amendment or addendum to this EULA may accompany the HP Product.

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HP grants you the following rights provided you comply with all terms and conditions of this EULA:

- a. **Use.** You may use the Software Product on a single computer ("Your Computer"). If the Software Product is provided to you via the internet and was originally licensed for use on more than one computer, you may install and use the Software Product only on those computers. You may not separate component parts of the Software Product for use on more than one computer. You do not have the right to distribute the Software Product. You may load the Software Product into Your Computer's temporary memory (RAM) for purposes of using the Software Product.
- b. **Storage.** You may copy the Software Product into the local memory or storage device of the HP Product.
- c. **Copying.** You may make archival or back-up copies of the Software Product, provided the copy contains all of the original Software Product's proprietary notices and that it is used only for back-up purposes.
- d. **Reservation of Rights.** HP and its suppliers reserve all rights not expressly granted to you in this EULA.
- e. **Freeware.** Notwithstanding the terms and conditions of this EULA, all or any portion of the Software Product which constitutes non-proprietary HP software or software provided under public license by third parties ("Freeware"), is licensed to you subject to the terms and conditions of the software license agreement accompanying such Freeware whether in the form of a discrete agreement, shrink wrap license or electronic license terms accepted at time of download. Use of the Freeware by you shall be governed entirely by the terms and conditions of such license.
- f. **Recovery Solution.** Any software recovery solution provided with/for your HP Product, whether in the form of a hard disk drive-based solution, an external media-based recovery solution (e.g. floppy disk, CD or DVD) or an equivalent solution delivered in any other form, may only be used for restoring the hard disk of the HP Product with/for which the recovery solution was originally purchased. The use of any Microsoft operating system software contained in such recovery solution shall be governed by the Microsoft License Agreement.

2. UPGRADES.

To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by HP as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility. By using the Software Product, you also agree that HP may automatically access your HP Product when connected to the internet to check the version or status of certain Software Products and may automatically download and install upgrades or updates to such Software Products on to your HP Product to provide new versions or updates required to maintain the functionality, performance, or security of the HP Software and your HP Product and facilitate the provision of support or other services provided to you. In certain cases, and depending on

the type of upgrade or update, notifications will be provided to you (via pop-up or other means), which may require you to initiate the upgrade or update.

3. **ADDITIONAL SOFTWARE.**

This EULA applies to updates or supplements to the original Software Product provided by HP unless HP provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

4. **TRANSFER.**

- a. **Third Party.** The initial user of the Software Product may make a one-time transfer of the Software Product to another end user. Any transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software Product, your license is automatically terminated.
- b. **Restrictions.** You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.

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6. **LIMITATION ON REVERSE ENGINEERING.**

You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in this EULA.

7. **TERM.**

This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

8. **CONSENT TO COLLECTION/USE OF DATA.**

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9. **DISCLAIMER OF WARRANTIES.**

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10. LIMITATION OF LIABILITY.

Subject to local law, notwithstanding any damages that you might incur, the entire liability of HP and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you separately for the Software Product or U.S. \$5.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

11. U.S. GOVERNMENT CUSTOMERS.

Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under HP's standard commercial license.

12. COMPLIANCE WITH EXPORT LAWS.

You shall comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that the Software Product is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

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.

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