

IBM BINARY CODE LICENSE

International License Agreement for Non-Warranted Programs

General Terms

The Program is owned by International Business Machines Corporation or one of its subsidiaries (IBM) or an IBM supplier, and is copyrighted and licensed, not sold.

The term "Program" means the original program and all whole or partial copies of it. A Program consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials.

This Agreement is the complete agreement regarding the use of this Program, and replaces any prior oral or written communications between you and IBM.

1. License

Use of the Program

IBM grants you a nonexclusive license to use the Program.

You may 1) use the Program to the extent of authorizations you have acquired and 2) make, install and distribute copies to support the level of use authorized, providing you reproduce the copyright notice and any other legends of ownership on each copy, or partial copy, of the Program and that you provide a copy of this International License Agreement for Non-Warranted Programs along with the distribution of each copy or partial copy of the Program.

You will ensure that anyone who uses the Program does so only in compliance with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

2. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY. IBM MAKES NO WARRANTY REGARDING THE CAPABILITY OF THE PROGRAM TO CORRECTLY PROCESS, PROVIDE AND/OR RECEIVE DATE DATA WITHIN AND BETWEEN THE 20TH AND 21ST CENTURIES.

The exclusion also applies to any of IBM's subcontractors, suppliers, or program developers (collectively called "Suppliers").

Manufacturers, suppliers, or publishers of non-IBM Programs may provide their own warranties.

3. Limitation of Liability

NEITHER IBM NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF IBM IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

4. General

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

IBM may terminate your license if you fail to comply with the terms of this Agreement. If IBM does so, you must immediately destroy the Program and all copies you made of it.

You agree to comply with applicable export laws and regulations.

Neither you nor IBM will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.

IBM does not provide program services or technical support, unless IBM specifies otherwise.