



**Oracle® Real-Time
Decisions システム要件
およびサポートされる
プラットフォーム**

リリース 2.2 および 2.2.1
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1 概要

このマニュアルの構成

このマニュアルでは、Oracle Real-Time Decisions (Oracle RTD) のリリース 2.2 とリリース 2.2.1 の両方に適用されるシステム要件について説明します。特に記載のないかぎり、このマニュアルに記載されている要件は、Oracle RTD 製品ラインにおけるすべてのプラットフォームと関連エンドユーザー・アプリケーションに適用されます。Oracle RTD の詳細は、『Oracle Real-Time Decisions インストレーションおよび管理ガイド』や関連ユーザー・マニュアルを参照してください。

このマニュアルは、次の章から構成されています。

- **第 1 章「概要」** (この章)。内容は次のとおりです。
 - **Oracle Real-Time Decisions のドキュメント**
- **第 2 章「Oracle RTD のプラットフォーム要件」**。Oracle RTD が動作するプラットフォームとハードウェアの要件について説明しています。
- **第 3 章「サポート対象ソフトウェア」**。Oracle RTD でサポートされ使用されるサードパーティ・ベンダー製ソフトウェアの一覧を記載しています。
- **第 4 章「製品とプラットフォームに関する使用可否の更新情報」**。Oracle RTD で使用可能な機能の例外に関する一覧を記載しています。

Oracle Real-Time Decisions のドキュメント

Oracle RTD のドキュメントは、Oracle Technology Network (OTN) で入手可能です。

Oracle Technology Network で Oracle RTD のドキュメントにアクセスするには

次の URL で Oracle RTD ドキュメント・ライブラリにアクセスします。

<http://www.oracle.com/technology/documentation/rtd.html>

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Oracle RTD のプラットフォーム要件

ハードウェア要件

この項では、Oracle RTD が動作するハードウェアとネットワークの要件について説明します。

特に記載のないかぎり、ハードウェアとネットワークの要件は、Oracle RTD のリリース 2.2 とリリース 2.2.1 の両方に適用されます。

オラクル社では実用的なパフォーマンスがこれらの環境で実現されることを確認しました。ただし、特にユーザーが複数のアプリケーションを同時に実行する環境では、さらに高速なプロセッサを使用したりメモリーを増設すると、パフォーマンスは向上します。

これらの要件では、スケーラビリティに影響する様々な要素が考慮されていないため、あくまでガイドラインとして使用する必要があります。キャパシティ・プランニングやシステムの規模に関するサポートについては、ハードウェア・ベンダーまたは Oracle Consultancy にお問い合わせください。

Real-Time Decision Server のハードウェア要件

表 1 は、Windows 用の Real-Time Decision Server コンポーネントのハードウェア要件を示します。表 2 は、UNIX 用の Real-Time Decision Server コンポーネントのハードウェア要件を示します。

表 1. Windows 用の Real-Time Decision Server の要件

説明	要件
Real-Time Decision Server - アプリケーション・サーバー	<p>CPU と RAM: 動作周波数が 2GHz 以上のプロセッサと 2GB の RAM を搭載するサーバー 2 台が必要です。サーバーの搭載プロセッサの数は 2 つ以上をお勧めします。本番環境のデプロイでは、ラーニング・サービス用に別のサーバーを用意してください。</p> <p>ディスク領域: 20GB のハード・ディスク領域に加えて、キャッシュ記憶域とログ・ファイル用に十分なディスク領域が必要です。</p> <p>一時ディスク領域: 最小容量要件はありません。</p>

表 2. UNIX 用の Real-Time Decision Server の要件

説明	要件
Real-Time Decision Server - アプリケーション・サーバー	<p>CPU と RAM: 動作周波数が 2GHz 以上のプロセッサと 2GB の RAM を搭載するサーバー 2 台が必要です。サーバーの搭載プロセッサの数は 2 つ以上をお勧めします。本番環境のデプロイでは、ラーニング・サービス用に別のサーバーを用意してください。</p> <p>ディスク領域: 20GB のハード・ディスク領域に加えて、キャッシュ記憶域とログ・ファイル用に十分なディスク領域が必要です。</p> <p>一時ディスク領域: 最小容量要件はありません。</p>

Real-Time Decision Server 環境要件

この項の内容は次のとおりです。

- サポート対象のサーバー・オペレーティング・システム
- サポート対象の J2EE アプリケーション・サーバー
- サポート対象のサーバー・データベース
- サポート対象のデータソース
- Siebel Object Manager のサポート

サポート対象のサーバー・オペレーティング・システム

Real-Time Decision Server では、表 3 に記載されたオペレーティング・システムがサポートされています。

表 3. サポート対象の Real-Time Decision Server 用オペレーティング・システムと動作確認済 Real-Time Decision Server 用オペレーティング・システム

サポート対象のオペレーティング・システム ¹	動作確認済オペレーティング・システム ²
Microsoft Windows 2000	Microsoft Windows 2000 SP4
Microsoft Windows 2003	Microsoft Windows 2003 SP1 (x86 32-bit)
Microsoft Windows XP	Windows XP Professional SP2
HP-UX 11.23	HP-UX 11.23 (64 ビット版 Itanium)
IBM AIX 5L V5.3	IBM AIX 5.3 (64 ビット版 Power-PC)
RedHat Enterprise Linux AS 3.0	RedHat Enterprise Linux AS 3.0 (64 ビット版)
RedHat Enterprise Linux AS 4.0	RedHat Enterprise Linux AS 4.0 (64 ビット版)

表 3. サポート対象の Real-Time Decision Server 用オペレーティング・システムと動作確認済 Real-Time Decision Server 用オペレーティング・システム (続き)

サポート対象のオペレーティング・システム ¹	動作確認済オペレーティング・システム ²
Oracle Enterprise Linux 4	Oracle Enterprise Linux 4
Sun Solaris 9	Sun Solaris 9 (64 ビット版 SPARC)
Sun Solaris 10	Sun Solaris 10 (64 ビット版 SPARC)

- Windows と UNIX における 64 ビット版のサポート：すべてのリリースでは、ソフトウェアは 32 ビット版です。ソフトウェアは、32 ビット環境のエミュレーションをサポートする 64 ビット版プロセッサ上で動作可能です。
- リリース 2.2.1 で動作確認されていないプラットフォーム：HP-UX 11.23 (64 ビット版 Itanium)、IBM AIX 5.3 (64 ビット版 Power-PC)、RedHat Enterprise Linux AS 3.0 (64 ビット版)、Oracle Enterprise Linux 4
リリース 2.2.1 で新規に動作確認されたプラットフォーム：RedHat Enterprise Linux AS 4.0 (64 ビット版)、Sun Solaris 9 (64 ビット版 SPARC)

サポート対象の J2EE アプリケーション・サーバー

表 4 は、Real-Time Decision Server がサポートする J2EE アプリケーション・サーバーと、Oracle RTD リリース 2.2 において各オペレーティング・システムに必要な Java のバージョンを示します。スタンドアロン OC4J 10.1.3.3 と Oracle Application Server 10.1.3.3 のサポートが、Oracle RTD リリース 2.2.1 で追加されました。

表 4. Oracle RTD リリース 2.2 の動作確認済 J2EE アプリケーション・サーバー

アプリケーション・サーバー	オペレーティング・システム	Java ¹
BEA WebLogic 9.2	Microsoft Windows 2000/XP/2003 RedHat Enterprise Linux AS 3.0 Sun Solaris 10	バンドルされている JDK を使用
	HP-UX 11.23	HP-UX JDK 5.0.05
	IBM AIX 5L V5.3	IBM Java 5 SR2
IBM WebSphere 6.1.0.3	Microsoft Windows 2000/XP/2003 Sun Solaris 10 IBM AIX 5L V5.3 HP-UX 11.23	バンドルされている JDK を使用 (JDK のパッチ・レベルは SR3 以上であることを確認してください)
	RedHat Enterprise Linux AS 3.0	IBM Java 5 SR2
スタンドアロンの Oracle Containers for J2EE 10g リリース 3 (10.1.3.1)	Microsoft Windows 2000/XP/2003 RedHat Enterprise Linux AS 3.0 Sun Solaris 10	Sun JDK 1.5.0.8 以上
	HP-UX 11.23	HP-UX JDK 5.0.05
	IBM AIX 5L V5.3	IBM Java 5 SR2

表 4. Oracle RTD リリース 2.2 の動作確認済 J2EE アプリケーション・サーバー (続き)

アプリケーション・サーバー	オペレーティング・システム	Java ¹
Oracle Application Server 10g リリース 3 (10.1.3.1)	Microsoft Windows 2000/XP/2003	バンドルされている JDK を使用
	RedHat Enterprise Linux AS 3.0 Sun Solaris 10	Sun JDK 1.5.0.8 以上
	HP-UX 11.23	HP-UX JDK 5.0.05
	IBM AIX 5L V5.3	IBM Java 5 SR2

1. JDK 1.6 はサポートされていません

サポート対象のサーバー・データベース

表 5 は、Real-Time Decision Server でサポートしているデータベースを示します。

表 5. サポート対象のデータベースと動作確認済データベース

ベンダーと製品	サポート対象のバージョン	動作確認済バージョン ¹
IBM DB2 Universal Database (UDB) EE	8.1 FP5 以上	8.2 FixPak 7 (8.1.14)
Microsoft SQL Server	2000	2000
	2005	2005 SP2
	2005 Express SP2	2005 Express SP2
Oracle Database	9i リリース 2 (9.2)	9.2.0.1
	10g リリース 2 (10.2)	10.2.0.1
	10g Express Edition	10.2.0.1
	11g リリース 1 (11.1)	11.1.0.6

1. リリース 2.2.1 で新規に動作確認されたデータベース: SQL Server 2005 SP2、SQL Server 2005 Express SP2、Oracle Database 11g (11.1.0.6) および Oracle Database 10g (10.2.0.1) Express Edition

サポート対象のデータソース

Real-Time Decision Server では、表 6 に記載されたデータソースがサポートされています。これによって、リアルタイムの意思決定プロセスにデータを入力としてアクセスできるようになります。

表 6. サポート対象のデータソースと動作確認済データソース

ベンダーと製品	サポート対象のバージョン	動作確認済バージョン ¹
IBM DB2 Universal Database (UDB) EE	8.1 FP5 以上	8.2 FixPak 7 (8.1.14)
Microsoft SQL Server	2000	2000
	2005	2005 SP2
	2005 Express SP2	2005 Express SP2
Oracle Database	9i リリース 2 (9.2)	9.2.0.1
	10g リリース 2 (10.2)	10.2.0.1
	10g Express Edition	10.2.0.1
	11g リリース 1 (11.1)	11.1.0.6
Oracle BI Enterprise Edition	10.1.3.3	10.1.3.3
Siebel Analytics Server	7.8	7.8.2
NCR Teradata	V2R6	V2R6.1

1. リリース 2.2.1 で新規に動作確認されたデータソース：SQL Server 2005、SQL Server 2005 Express SP2、Oracle Database 11g (11.1.0.6)、Oracle Database 10g (10.2.0.1) Express Edition および Oracle BI 10.1.3.3

Siebel Object Manager Authentication のサポート

この項の記載は、Oracle RTD リリース 2.2 にのみ適用されます。この機能はリリース 2.2.1 では使用不可になりました。

Real-Time Decision Server では、Siebel Object Manager を介してユーザーを認証できます。サポート対象のバージョンを表 7 に示します。

表 7. サポート対象の Siebel Server のバージョン

Siebel のバージョン
7.5.3
7.7
7.8
8.0

Oracle RTD クライアント・ツール環境要件

この項の内容は次のとおりです。

- サポート対象の Web ブラウザ
- Oracle RTD クライアント・ツールでサポートされているオペレーティング・システム

サポート対象の Web ブラウザ

Oracle RTD の Web ブラウザ・サポートにおいてダウンロード要件はありません。Decision Center のサポート対象 Web ブラウザを表 8 に示します。

表 8. サポート対象の Web ブラウザ

クライアントのオペレーティング・システム	ブラウザ ¹
Microsoft Windows 2000	Internet Explorer 6.0 SP1
Microsoft Windows 2003	Internet Explorer 7
Microsoft Windows XP	

1. リリース 2.2.1 で新規にサポート対象になったブラウザ : Internet Explorer 7

Oracle RTD クライアント・ツールでサポートされているオペレーティング・システム

表 9 は、Oracle RTD クライアント・ツールでサポートされているオペレーティング・システムを示します。

表 9. Oracle RTD クライアント・ツールでサポートされているオペレーティング・システム

クライアントのタイプ	オペレーティング・システムとパッチ・レベル
Decision Center	Windows XP SP2
Decision Studio	Windows 2000 SP4
Load Generator	Windows 2003 SP1
JMX 管理 (JConsole)	表 3 に記載されたすべてのオペレーティング・システム

3

サポート対象ソフトウェア

サポート対象ソフトウェア

Oracle RTD では、表 10 に記載されたサードパーティ製ソフトウェア製品がサポートされています。これらの製品は、製品を販売するベンダーから直接入手する必要があります。

表 10. サポート対象ソフトウェア

ベンダーと製品	バージョン	関連モジュール	機能
Adobe Acrobat Reader	6.0、7.0、8.0	Oracle RTD のドキュメント	Portable Document Format (PDF) ドキュメントの表示に使用

付属プログラム

表 11 に示す付属プログラムは、その所有者であるベンダーとのライセンス契約を通じて、Oracle Real-Time Decisions 2.2 とともに提供されます。すべての付属プログラムは、ユーザー企業とオラクル社間のソフトウェア・ライセンスおよびサービス契約 (SLSA) で規定された条件で使用します。付属プログラムを必要に応じてインストールする方法の詳細は、『Oracle Real-Time Decisions インストレーションおよび管理ガイド』を参照してください。

表 11. 付属プログラム

ベンダー	製品	バージョン ¹	説明
Apache Software Foundation 社	Ant	1.6.1	サーバー・サイドのコンパイル管理
Apache Software Foundation 社	Axis	1.2.1	Web サービス
Apache Software Foundation 社	Bean Utils	1.6	Struts
Apache Software Foundation 社	Codec	1.3	HTTPClient
Apache Software Foundation 社	Collections	2.1.1	
Apache Software Foundation 社	Digester	1.6	Struts
Apache Software Foundation 社	Discovery	1.0	
Apache Software Foundation 社	File Upload	1.0	Struts
Apache Software Foundation 社	HTTPClient	3.0.1	クライアント HTTP 通信
Apache Software Foundation 社	JAX RPC	1.1	Axis
Apache Software Foundation 社	Lang	2.1	
Apache Software Foundation 社	Log4j	1.2.14	ロギング

表 11. 付属プログラム (続き)

ベンダー	製品	バージョン ¹	説明
Apache Software Foundation 社	Logging	1.1	HTTPClient
Apache Software Foundation 社	Math	1.1	回帰計算
Apache Software Foundation 社	SAAJ		Axis
Apache Software Foundation 社	Standard Tag Library	1.0.6	Struts
Apache Software Foundation 社	Struts	1.2.8	JSP ライブラリ
Apache Software Foundation 社	Validator	1.1.4	Struts
Apache Software Foundation 社	Velocity	1.3.1	テンプレート置換
Doug Lea 社	Concurrent	1.3.4	マルチスレッド・ユーティリティ
Eclipse Foundation 社	Eclipse Modelling Framework	2.1	メタデータ・ライブラリ
Eclipse Foundation 社	Eclipse Platform	3.1.2	アプリケーション開発環境
IBM 社	DB2 JDBC Universal Driver	8.2	DB2 データベース接続
interactivetools 社	htmlArea	2.03	Web ブラウザにおけるリッチ・テキスト編集
JBoss 社	JGroups	2.3 2.6.1	UDP マルチキャスト
JGoodies 社	Forms	1.0.7	Swing GUI レイアウト
Mark Yu 社	swtcalendar	0.5	カレンダー・ウィジェット
Matt Kruse 社	dateformatter		Javascript の書式設定
Microsoft 社	SQL Server 2005 JDBC Driver	1.1	MS SQL Server データベース接続
オラクル社	BI Beans	3.2.3.0.37	グラフとチャート
オラクル社	HTTPClient		Web サービス
オラクル社	JDBC Driver	9.0.2.0 10.2.0.1	Oracle Database 接続
オラクル社 (Oracle BI)	JDBC Driver	10.1.3.3	Oracle BI Server 接続
オラクル社	WSDL		Web サービス
Sourceforge.net 社	Displaytag	1.0	JSP 表
Sun 社	JavaBeans Activation Framework	1.3.0	電子メール

表 11. 付属プログラム (続き)

ベンダー	製品	バージョン ¹	説明
Sun 社	JavaHelp	2.0	オンライン・ヘルプ
Sun 社	JavaMail	1.3.3	電子メール通知の送信
Sun 社	JMX Reference Implementation	1.2.1	管理機能
Sun 社	JSP Standard Tag Library	1.0.6	JSP ライブラリ
Tatu Saloranta 社	Woodstox	3.0.2	ストリーム化されている XML パーサー
Terence Parr 社	ANTLR	2.7.5	Struts

1. リリース 2.2.1 でアップグレードされたバージョン: JBoss 社の JGroups の場合は 2.3 から 2.6.1 へ、オラクル社の JDBC Driver の場合は 9.0.2.0 から 10.2.0.1 へ、それぞれアップグレードされました。
リリース 2.2.1 で追加されたバージョン: Oracle BI の JDBC Driver 10.1.3.3。

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- c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.
- d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library. To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2, instead of to this License. (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.) Do not make any other change in these notices.

Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law. If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License.

Also, you must do one of these things:

a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

e) Verify that the user has already received a copy of these materials or that you have already sent this user a copy.

For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

It may happen that this requirement contradicts the license restrictions of other proprietary libraries that do not normally accompany the operating system. Such a contradiction means you cannot use both them and the Library together in an executable that you distribute.

7. You may place library facilities that are a work based on the Library side-by-side in a single library together with other library facilities not covered by this License, and distribute such a combined library, provided that the separate distribution of the work based on the Library and of the other library facilities is otherwise permitted, and provided that you do these two things:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities. This must be distributed under the terms of the Sections above.

b) Give prominent notice with the combined library of the fact that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

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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.

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If for any reason You are dissatisfied with the Program and You are the original licensee, You may obtain a refund of the amount You paid for it, if within 30 days of Your invoice date You return the Program and its PoE to the party from whom You obtained it.

If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund.

Program Transfer

You may transfer a Program and all of Your license rights and obligations to another party only if that party agrees to the terms of this Agreement. When You transfer the Program, You must also transfer a copy of this Agreement, including the Program's PoE. After the transfer, You may not use the Program.

2. Charges

The amount payable for a Program license is a one-time charge.

One-time charges are based on the level of use acquired which is specified in the PoE. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify IBM or the party from whom You acquired it and pay any applicable charges.

If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

3. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CAN NOT BE EXCLUDED, IBM MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY.

The exclusion also applies to any of IBM's Program developers and suppliers.

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

IBM does not provide technical support, unless IBM specifies otherwise.

4. Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, You are entitled to recover damages from IBM. In each such instance, regardless of the basis on which You may be entitled to claim damages from IBM, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to IBM's Program developers and suppliers. It is the maximum for which they and IBM are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. LOSS OF, OR DAMAGE TO, DATA;
2. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5. General

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

2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

3. You agree to comply with all applicable export and import laws and regulations.

4. You agree to allow IBM to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

5. 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.

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

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable.

6. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and IBM consent to the application of the laws of the country in which You acquired the Program license to govern, interpret, and enforce all of Your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license.

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL: Governing Law, Jurisdiction, and Arbitration (Section 6): The following exception is added to this section:

Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro, RJ.

CANADA: General (Section 5): The following replaces item 7:

7. This Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against You except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable."

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:
the laws in the Province of Ontario"

PERU: Limitation of Liability (Section 4): The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA: General (Section 5): The following is added to this section:

U.S. Government Users Restricted Rights - Use, duplication or disclosure restricted by the GSA ADP Schedule Contract with the IBM Corporation.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

ASIA PACIFIC

AUSTRALIA: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability (Section 4): The following is added:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State or Territory in which You acquired the Program license

CAMBODIA, LAOS, and VIETNAM: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America

The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party.

Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

HONG KONG S.A.R. and MACAU S.A.R. of China: Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of Hong Kong Special Administrative Region of China

INDIA: Limitation of Liability (Section 4): The following replaces the terms of items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by You for the individual Program that is the subject of the claim.

General (Section 5): The following replaces the terms of item 5:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

JAPAN: General (Section 5): The following is inserted after item 5:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA: Limitation of Liability (Section 4): The word "SPECIAL" in item 2 of the third paragraph is deleted:

NEW ZEALAND: No Warranty (Section 3): The following is added:

Although IBM specifies that there are no warranties, You may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if You require the goods for the purposes of a business as defined in that Act.

Limitation of Liability (Section 4): The following is added:

Where Programs are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA: Charges (Section 2): The following is added:

All banking charges incurred in the People's Republic of China will be borne by You and those incurred outside the People's Republic of China will be borne by IBM.

Governing Law, Jurisdiction, and Arbitration (Section 6): The phrase "the laws of the country in which You acquired the Program license" in the Governing Law subsection is replaced by the following:

the laws of the State of New York, United States of America (except when local law requires otherwise)

PHILIPPINES: Limitation of Liability (Section 4): The following replaces the terms of item 2 of the third paragraph:

2. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

Governing Law, Jurisdiction, and Arbitration (Section 6): The following is added to this section:

Arbitration

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

SINGAPORE: Limitation of Liability (Section 4): The words "SPECIAL" and "ECONOMIC" are deleted from item 2 of the third paragraph.

General (Section 5): The following replaces the terms of item 7:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 4 above (Limitation of Liability), a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

No Warranty (Section 3): In the European Union, the following is added at the beginning of this section:

In the European Union, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions of this Section 3.

Limitation of Liability (Section 4): In Austria, Denmark, Finland, Greece, Italy, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement or due to any other cause related to this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges You paid for the Program.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Limitation of Liability (Section 4): In France and Belgium, the following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges You paid for the Program that has caused the damages.

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, OR ANY OF ITS PROGRAM DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers, are collectively responsible.

Governing Law, Jurisdiction, and Arbitration (Section 6)

Governing Law

The phrase "the laws of the country in which You acquired the Program license" is replaced by:

1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;

2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna;

3) "the laws of Finland" in Estonia, Latvia, and Lithuania;

4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and

5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

Jurisdiction

The following exceptions are added to this section:

1) In Austria the choice of jurisdiction for all disputes arising out of this Agreement and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City);

2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Agreement or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts;

3) in Belgium and Luxembourg, for all disputes arising out of this Agreement or related to its interpretation or its execution, only the law and the courts of the capital of the country in which Your registered office and/or commercial office is located are competent;

4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris;

5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Agreement shall be settled by Arbitration Court of Moscow;

6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the High Court in Johannesburg;

7) in Turkey all disputes arising out of or in connection with this Agreement shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey;

8) in each of the following specified countries, any legal claim arising out of this Agreement will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and

9) in the United Kingdom, both of us agree to submit all disputes relating to this Agreement to the jurisdiction of the English courts.

Arbitration

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules.

The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AUSTRIA: No Warranty (Section 3): The terms of this section are completely replaced by the following:

The following limited warranty applies if You have paid a charge to obtain the Program:

The warranty period is twelve months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum.

The warranty for an IBM Program covers the functionality of the Program for its normal use and the Program's conformity to its specifications.

IBM warrants that when the Program is used in the specified operating environment it will conform to its specifications. IBM does not warrant uninterrupted or error-free operation of the Program or that IBM will correct all Program defects. You are responsible for the results obtained from the use of the Program.

The warranty applies only to the unmodified portion of the Program.

If the Program does not function as warranted during the warranty period and the problem cannot be resolved with information available. You may return the Program to the party from whom You acquired it and receive a refund in the amount You paid. If You downloaded the Program, You may contact the party from whom You acquired it to obtain the refund.

This is our sole obligation to You, except as otherwise required by applicable statutory law.

General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

GERMANY: No Warranty (Section 3): The same changes apply as those in No Warranty (Section 3) under Austria above.

Limitation of Liability (Section 4): The following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by IBM intentionally or by gross negligence.

General (Section 5): The following replaces the terms of item 5:

Any claims resulting from this Agreement are subject to a statute of limitation of three years, except as stated in Section 3 (No Warranty) of this Agreement.

HUNGARY: Limitation of Liability (Section 4): The following is added at the end of this section:

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314. (2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Agreement balance this limitation of liability.

IRELAND: No Warranty (Section 3): The following is added to this section:

Except as expressly provided in these terms and conditions, or section 12 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980 ("the 1980 Act")), all conditions and warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for (a) death or personal injury caused by the negligence of IBM, and (b) subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.

2. Except as provided in item 1 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to any of IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

ITALY: General (Section 5): The following is added to this section:

IBM and Customer (hereinafter, individually, "Party") shall comply with all the obligations of the applicable provisions of law and/or regulation on personal data protection. Each of the Parties will indemnify and keep the other Party harmless from any damage, claim, cost or expense incurred by the latter, directly and or indirectly, as a consequence of an infringement of the other Party of the mentioned provisions of law and/or regulations.

SLOVAKIA: Limitation of Liability (Section 4): The following is added to the end of the last paragraph:

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

General (Section 5): The terms of item 5 are replaced with the following:

THE PARTIES AGREE THAT, AS DEFINED BY APPLICABLE LOCAL LAW, ANY LEGAL OR OTHER ACTION RELATED TO A BREACH OF THIS AGREEMENT MUST BE COMMENCED NO LATER THAN FOUR YEARS FROM THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

SWITZERLAND: General (Section 5): The following is added to item 4:

For purposes of this clause, contact information will also include information about You as a legal entity, for example revenue data and other transactional information.

UNITED KINGDOM: No Warranty (Section 3): The following replaces the first sentence in the first paragraph of this section: SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, IBM MAKES NO WARRANTY OR CONDITION EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM.

Limitation of Liability (Section 4): The following replaces the terms of this section in its entirety:

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to You, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, You are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and Your sole remedy.

1. IBM will accept unlimited liability for:

- a. death or personal injury caused by the negligence of IBM;
- b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section; and
- c. subject always to the Items for Which IBM is Not Liable below, for physical damage to Your tangible property resulting from the negligence of IBM.

2. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in item 1 above, exceed the greater of 1) £75,000, or 2) 125% of the amount You paid for the Program directly relating to the Default. These limits also apply to IBM's suppliers and Program developers. They state the maximum for which IBM and such suppliers and Program developers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or Program developers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Z125-5589-03 (06/2006)

LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the International License Agreement for Non-Warranted Programs.

Program Name: DB2 Universal Database JDBC Type-4 Driver

Program Number: 5765-F41

Authorization for Use on Home/Portable Computer: 1

EXPLANATIONS OF TERMS:

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The Program's specifications and specified operating environment information may be found in documentation accompanying the Program, if available, such as a read-me file, or other information published by IBM, such as an announcement letter.

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db2jcc.jar

db2jcc_license_cu.jar

sqlj.zip

db2jcc_javax.jar

Your application containing a copy of the above referenced files/modules must be labeled as follows:

"CONTAINS

Runtime Modules of

DB2 Universal Database JDBC Type-4 Driver

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D/N: L-JPEN-5QCJRX

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9. Governing Law. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
10. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
11. Integration. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

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Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

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If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

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Oracle Real-Time Decisions のリリース 2.2 とリリース 2.2.1 で使用可能な機能の例外を、[表 12](#) に示します。

表 12. 使用可能な機能の例外

Oracle 製品	機能	制限タイプ	使用可否の問題
Oracle Real-Time Decisions	Siebel Analytics Server との接続	接続のサポート	Oracle RTD が IBM WebSphere 上にデプロイされている場合、Siebel Analytics Server との JDBC-ODBC 接続はサポートされません。
	Oracle BI Enterprise Edition	接続のサポート	Oracle RTD が IBM WebSphere 上にデプロイされている場合、Oracle BI Enterprise Edition 10.1.3.3 との JDBC 接続はサポートされません。

