TOSHIBA Leading Innovation >>>

License Information

许可信息

授權手冊

Licenční informace

Informations sur la Licence

Lizenzinformation

Πληροφορίες για την άδεια χρήσης

Informasi lisensi

Informazioni di Licenza

ライセンス情報 라이센스 정보

Informacija apie Licenciją

Informacje Licencyjne

Informações sobre Licenciamento

Лицензионная Информация

Licenčne informacije

Información sobre Licencia

Lisans Bilgileri

5799-IG1 - Toshiba ACE Independent Grocer Offering Store Controller Version 9 Release 2

5799-IG2 - Toshiba ACE Independent Grocer Offering Terminal Version 9 Release 2



LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the Toshiba International Program License Agreement (Toshiba form number Z126600600).

Program Name: Toshiba ACE Independent Grocer Offering Store Controller Version 9 Release 2

Program Number: 5799-IG1

Program Name: Toshiba ACE Independent Grocer Offering Terminal Version 9 Release 2

Program Number: 5799-IG2

Supporting Programs

The Program is licensed as a multi-product package and includes the Supporting Programs identified below. Licensee is authorized to install and use such Supporting Programs only to support Licensee's use of the Principal Program under this Agreement and within the limits of the Proofs of Entitlement for the Program (unless broader rights are provided elsewhere in this License Information document). The phrase "to support Licensee's use" would include only those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. Licensee is not authorized to transfer or remarket the Supporting Programs separate from the Principal Program. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. When Licensee's right to use the Program expires or terminates, Licensee must discontinue use, destroy or promptly return all copies of the Supporting Programs to the party from whom Licensee acquired the Program. If Licensee downloaded the Supporting Programs, Licensee should contact the party from whom Licensee acquired the Program. If Licensee wishes to license the Supporting Programs for any use beyond the limits set forth above, please contact a Toshiba Sales Representative or the party from whom Licensee acquired the Program to obtain the appropriate license.

The following are Supporting Programs licensed with the Program:

- Toshiba 4690 Operating System V6R5
- Toshiba SurePOS ACE V7R5
- Toshiba SurePOS ACE/EPS V7R5
- Toshiba Store Integrator GUI V4R1
- Toshiba Data Integration Facility V2R3

Separately Licensed Code

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. Each of the components listed below is considered "Separately Licensed Code". Toshiba Separately Licensed Code is licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_TOSHIBA_LICENSE file(s) that accompanies the Program. Notwithstanding any of the terms in the Agreement, or any other agreement Licensee may have with Toshiba, the terms of such third party license agreement(s) governs Licensee's use of all Separately Licensed Code unless otherwise noted below.

Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in another NON_TOSHIBA_LICENSE file that accompanies the Program update or fix. Licensee acknowledges that Licensee has read and agrees to

the license agreements contained in the NON_TOSHIBA_LICENSE file(s). If Licensee does not agree to the terms of these third party license agreements, Licensee may not use the Separately Licensed Code.

For Programs acquired under the International Program License Agreement ("IPLA") or International Program License Agreement for Non Warranted Program ("ILAN") and Licensee is the original licensee of the Program, if Licensee does not agree with the third party license agreements, Licensee may return the Program in accordance with the terms of, and within the specified time frames stated in, the "Money-back Guarantee" section of the IPLA or ILAN Toshiba Agreement.

Note: Notwithstanding any of the terms in the third party license agreement, the Agreement, or any other agreement Licensee may have with Toshiba:

- (a) Toshiba provides this Separately Licensed Code to Licensee WITHOUT WARRANTIES OF ANY KIND:
- (b) Toshiba DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SEPARATELY LICENSED CODE;
- (c) Toshiba is not liable to Licensee, and will not defend, indemnify, or hold Licensee harmless for any claims arising from or related to the Separately Licensed Code; and
- (d) Toshiba is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits, with respect to the Separately Licensed Code.

Note: Toshiba may provide limited support for some Separately Licensed Code. If such support is available, the details and any additional terms related to such support will be set forth in the License Information document.

The following are Separately Licensed Code:

ELO fousb v1.1 kernel mode driver package Intel PXE V2.1 Mozilla Version 1.1 Python

OpenJDK: This Product includes OpenJDK 8 code. OpenJDK source code is distributed under the terms of the GNU General Public License http://www.gnu.org/copyleft/gpl.html version 2 only ("GPL2"). Certain libraries and code distributed with OpenJDK are identified as exceptions to the GPL2, reproduced in the NON_TOSHIBA_LICENSE file for informational purposes.

Font packages licenses:

Wen Quan Yi Micro Hei Takao Fonts 003.02.01 and Takao Ex Fonts 001.01.01 Nanum Korean Fonts CHK uni Fonts (Chinese) Chrome OS core fonts

The following components are licensed under the GPL or LGPL:

hicolor-icon-theme

kasumi

autoconf

dbus

sg3_utils acl groff librsvg2 acpid grub libsamplerate sgml-common shadow-utils alsa-lib grubby libsemanage alsa-utils libsepol shared-mime-info gstreamer

anthy gtk2 libsndfile slang

libthai atk gtk2-engines smartmontools

libtool sound-theme-freedesktop attr gtk-doc

libusb1

ssmtp

util-linux-ng

audit libusb gzip squashfs-tools

automake hunspell libuser startup-notification

avahi hwdata libutempter sysfsutils bind ibus libwnck English-6 busybox ibus-anthy Im_sensors syslinux cairo ibus-chewing logrotate sysstat

cdrkit lvm2 ibus-hangul system-gnome-theme checkpolicy ibus-pinyin **English-5** system-icon-theme

chkconfig ibus-rawcode make systemtap **MAKEDEV** compat-gcc-32 ibus-table sysvinit ConsoleKit im-chooser mdadm time cracklib English-4 ttmkfdir mingetty module-init-tools cronie imlib2 udev udftools crontabs imsettings mpfr English-2 initscripts mtools udisks English-3 iproute unixODBC mysal cryptsetup-luks iptables net-tools upstart iso-codes cups newt usbutils

dbus-glib kbd notify-python vbetool desktop-file-utils kernel ORBit2 xkeyboard-config dmidecode keyutils xorg-x11-drv-wacom

pam

notification-daemon

docbook-utils libaio ΧZ pango dracut libart Igpl parted bash dvd+rw-tools libasyncns pciutils binutils e2fsprogs libatasmart perl-SGMLSpm coreutils eggdbus libbonobo pkgconfig cpio libbonoboui diffutils eject plymouth elfutils libcanberra dosfstools pm-utils findutils elinks libcap-ng policycoreutils ethtool libchewing polkit gawk

fbset libcroco portreserve gcc filesystem libgcrypt procps gmp flac libglade2 psmisc gnutls libgnome gamin pulseaudio grep GConf2 libgnomecanvas pycairo indent gdb libgnomeui pygobject2 less pygtk2 libtasn1 gdbm libgpg-error giflib libgsf libtdb python-dmidecode glib2 libgxim python-nose m4 glibc libhangul readline pyxdg gnome-icon-theme libIDL rarian rsyslog libidn rtkit gnome-keyring rpm gnome-themes libnih sed tar gnome-vfs2 libnotify setserial texinfo which

Server

Server is a unit of measure by which the Program can be licensed. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. Licensee must obtain Server entitlements for each server made available to the Program, regardless of the number of processor cores and/or partitions in the server or the number of copies of the Program on the server.

Terminal

Terminal is a unit of measure by which the Program can be licensed. A Terminal is a computing device that requests the execution of a set of commands, procedures, or applications from another computer system that is typically referred to as a server or controller. Multiple Terminals may share access to a common server or controller. A Terminal generally has some processing capability or is programmable to allow a user to do work. Licensee must obtain an entitlement for each Terminal given access to the Program in any manner on each and every server or controller where the Program is installed (for example, point-of-sale register, kiosk).

Program-unique Terms

You may use up to two copies of Program 5799-IG1 (ACE Independent Grocer Store Controller) and ten copies of Program 5799-IG2 (ACE Independent Grocer Terminal) per store location.

Your Organization may use up to a maximum of 200 copies of Program 5799-IG1 (ACE Independent Grocer Store Controller) and use up to a maximum of 1000 copies of Program 5799-IG2 (ACE Independent Grocer Terminal).

Your "Organization" includes You, your employees and any corporation, partnership or other legal person controlling, controlled by, or under common control with You. Please note that the above restriction does not permit separate legal persons to share a license to the individual components of the Program. Separate companies and other legal persons included in your Organization must acquire a separate license to use the individual components of the Program.

You are only entitled to use combinations of specific versions of the Supporting Programs that are listed below in this LI document for the Program (Toshiba ACE Independent Grocer Offering Version 9 Release 1). Toshiba has no obligation to update entitled combinations of Supporting Programs when new separately available versions of Supporting Programs are released.

Toshiba has no support or warranty obligations in connection with your use of other versions of any of the Supporting Programs. When reporting a problem, You may be required to recreate the problem on a supported combination of Supporting Programs before the problem will be addressed.

Toshiba ACE Independent Grocer Offering Version 9 Release 2

For the ACE Independent Grocer Offering (Store Controller) Version 9 Release 2 (5799-IG1) the customer is entitled to use a copy of the following Supporting Programs on a single store controller:

- 1. Toshiba 4690 Operating System V6R5
- 2. Toshiba SurePOS ACE V7R5
- 3. Toshiba SurePOS ACE/EPS V7R5
- 4. Toshiba Data Integration Facility V2R3

For the ACE Independent Grocer Offering (Terminal) Version 9 Release 2 (5799-IG2) the customer is entitled to use a copy of the following Supporting Programs on a single terminal:

- 1. Toshiba 4690 Operating System V6R5
- 2. Toshiba SurePOS ACE V7R5
- 3. Toshiba Store Integrator GUI V4R1
- 4. Toshiba SurePOS ACE/EPS V7R5

Toshiba 4690 Operating System V6R5 Product Unique Terms:

Toshiba 4690 OS is licensed for use on the following hardware:

- POS Terminals from these companies:
 - Toshiba Global Commerce Solutions
 - o IBM
 - POS Store controllers listed on the "4690 Controller Matrix" available at this link: http://www-01.ibm.com/support/docview.wss?rs=219&context=SW880 &context=HW196&q1=controller+matrix&uid=pos1R1001643&loc=en_US&cs=utf-8 &lang=en

Toshiba SurePOS ACE V7R5 Product Unique Terms:

Notwithstanding anything to the contrary in this Agreement, the following tools, which are included with the Program, are provided by Toshiba on an "as-is" basis without any warranty or support:

- acediff
- acekyver
- hexdump
- oneproc
- snapshot
- skiptrx
- touch469
- make atr
- SVC.INI
- aceutil
- Opus Make
- logfmt
- bnlookup
- hostsim

Toshiba SurePOS ACE/EPS V7R5 Product Unique Terms:

Notwithstanding anything to the contrary in this Agreement, the following tools, which are included with the Program, are provided by Toshiba on an "as-is" basis without any warranty or support:

- logfmt.exe
- epspptrc.exe
- bnlookup.exe
- hostsim.exe

Toshiba Store Integrator GUI V4R1 Product Unique Terms:

Toshiba Store Integrator Graphical User Interface (GUI) is licensed on a per-device basis where "device" is defined as a Toshiba POS terminal running Toshiba Store Integrator GUI or any client using the SI GUI. If you have licensed the Toshiba SI GUI, you are only authorized to use the Toshiba Store Integrator Application Extension Facility (AEF) component to support these Graphical User Interface features.

In addition to the above authorization, you are authorized to use Toshiba Store Integrator POSBC components to support scrolling receipts of TCxPay, and to use the components of Toshiba Store Integrator GUI to support use of the Toshiba TCx Pay software product (separately available) with both the terminal and server components of the Program licensed under this Agreement, provided that this additional authorization applies only:

- (i) to components of the Program you install and use at the same "Store Location" as the TCx Pay product;
- (ii) during the Warranty Period (and the term of any follow-on software maintenance agreement you obtain from Toshiba) for each such copy the Program; and
- (iii) during the License Term for your license to TCx Pay at the same "Store location".

For purposes of this Program Unique Term, "Store Location" has the same meaning as the License Information for the the TCx Pay product (available from the TGCS web site or your account representative).



Printed in USA

3AH00520400

