

COBOL Programming with VSCode Labs – Systems Access Agreement

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6. IBM Support and Maintenance

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You agree to:

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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 are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than:

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2. the amount of any other actual direct damages up to the charges you paid for the Eligible Resources that is the subject of the claim. If you receive the Eligible Resources that is the subject of the claim at no charge, then IBM is not liable for any actual direct damages other than those specified in item 1 above in this section.

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Under no circumstances is IBM, its subcontractors, suppliers or program developers liable for any of the following even if informed of their possibility:

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2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings.

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12. Term and Termination

Unless otherwise stated in the offer description, this Agreement and your access to, and use of, Eligible Resources will expire on the earlier of (i) August 31 following the date of your acceptance of this Agreement; or (ii) the date you cease to qualify for participation as outlined in this Agreement. If you fail to comply with the terms of this Agreement, IBM may immediately and without prior notice terminate your access to and use of the Eligible Resources including Derivative Works you created. You may terminate this Agreement on written notice to IBM at zSkills@us.ibm.com following the expiration or termination of your obligations or status. With your termination you forfeit your rights to use any resources you may have acquired under this Agreement. IBM may terminate this Agreement on one month’s written notice (via email) to you. In this instance you may continue using materials which you have developed with IBM cited in your Derivative Works, however you must discontinue use of all Education Resources by the date(s) stated in the termination notice. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

13. General

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3. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
4. All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
5. Each of us is free to enter into similar agreements with others.
6. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
7. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a “user ID”) contained in an electronic document is sufficient to verify the sender’s identity and the document’s authenticity.
8. You agree that 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.
9. 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.
10. Neither you nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
11. 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.
12. Upon request by either you or IBM, the parties or their affiliates will enter into additional agreements as required by law in the prescribed form for the protection of personal or regulated personal data included in the content uploaded into the Eligible Resources.

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