

InfoPrint Solutions Company License Agreement for Machine Code



You accept the terms of this InfoPrint Solutions Company (IPS) License Agreement for Machine Code ("Agreement") by your initial use of a Machine that contains Machine Code.

The term "Machine Code" means microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with an IPS Machine, and may sometimes be referred to as "Licensed Internal Code" or "LIC" in documentation or on the Machine with which the Machine Code was delivered. All such code, whether referred to or marked as Machine Code, Licensed Internal Code or LIC, is subject to this license. Machine Code does not include programs and code provided under separate license agreements, including but not limited to open source license agreements. Acceptance of these license terms authorizes you to use Machine Code with the specific product for which it is provided.

The term "Machine" means an IPS machine, its features, conversions, upgrades, elements or accessories, or any combination of them. A Machine may include computing resources or capabilities that are to remain inactive, or whose use is restricted, until the right to access and use the resources or capabilities is properly acquired for the Machine directly from IPS or through an authorized IPS reseller (called "Built-in-Capacity"). Examples of such computing resources and capabilities include but are not limited to processors, memory, storage, processing capacity identified as interactive processing capacity, and workload-specific resources or capabilities (such as a specific operating system, programming language or application to which use of the Machine is limited).

IPS or one of its subsidiaries (collectively "IPS") owns copyrights in Machine Code or has the right to license Machine Code. IPS or a third party owns all copies of Machine Code, including all copies made from them. IPS licenses Machine Code to only one rightful possessor at a time.

If you are the rightful possessor of a Machine, IPS grants you a nonexclusive license to use Machine Code (or any replacement IPS provides) on, or in conjunction with, only the Machine for which IPS provided it, and only to the extent of IPS authorizations you have acquired for access to and use of Built-in-Capacity. If your use of Built-in-Capacity exceeds the IPS authorizations you have acquired for the Machine, you agree to pay IPS or (if applicable) an authorized IPS reseller the full price of permanent, unrestricted use of the Built-in-Capacity at the then current price. You are not authorized to use such Built-in-Capacity until such payment is made.

Under each license, IPS authorizes you to do only the following:

1. execute Machine Code to enable the Machine to function according to its Official Published Specifications (called "Specifications")
2. use only the Built-in-Capacity properly acquired for the Machine directly from IPS or through an authorized IPS reseller;
3. make a reasonable number of copies of Machine Code to be used solely for backup or archival purposes, provided you reproduce the copyright notice and any other legend of ownership on any such copies. You may use the copies only to replace the original, when necessary; and
4. execute and display Machine Code as necessary to maintain the Machine.

You agree to acquire any replacement for, or additional copy of, Machine Code directly from IPS in accordance with IPS's standard policies and practices. You also agree to use that Machine Code under these terms.

You may transfer possession of Machine Code and its media to another party only with the transfer of the Machine on which that Machine Code is authorized. If you do so, you agree to 1) destroy all your copies of that Machine Code that were not provided by IPS, 2) either give the other party all your IPS-provided copies of Machine Code or destroy them, and 3) give the other party a copy of these terms and provide all user documentation to that party. IPS licenses the other party to use Machine Code when that party accepts the terms of this Agreement. These terms apply to all Machine Code you acquire from any source.

Your license for Machine Code terminates when you no longer rightfully possess the associated Machine.

No other rights are granted under this license.

You agree to use Machine Code only as authorized above. You may not do, for example, any of the following:

1. otherwise copy, display, transfer, adapt, modify, or distribute (electronically or otherwise) Machine Code, except as IPS may authorize in a Machine's user documentation or in writing to you;
2. reverse assemble, reverse compile, or otherwise translate Machine Code, unless expressly permitted by applicable law without the possibility of contractual waiver;
3. sublicense or assign the license for Machine Code; or
4. lease Machine Code or any copy of it.

Built-in-Capacity is protected by certain technological measures in Machine Code. You agree to IPS's implementation of such technological measures to protect Built-in-Capacity, including measures that may impact availability of data or performance of your Machine. As a condition of your license to use Machine Code under this Agreement, you may not circumvent such technological measures, or use a third party or third party product to do so, or otherwise access or use unauthorized Built-in-Capacity. In the event IPS determines that changes are necessary to the technological measures designed to limit access to, or use of, Built-in-Capacity to

that which has been authorized, IPS may provide you with changes to such technological measures. As a condition of your license to use Machine Code under this Agreement, you agree, at IPS's option, to apply or allow IPS to apply such changes.

If you obtained Machine Code directly from IPS and an IPS Customer Agreement or equivalent agreement is in effect between you and IPS ("ICA"), then the terms of this Agreement are incorporated by reference into that ICA. If no ICA is in effect, or if you obtained Machine Code from an IPS authorized reseller or other third party, then the terms of IPS's Statement of Limited Warranty are incorporated into this Agreement by reference and apply to any questions or claims regarding warranty, liability, governing law or jurisdiction for Machine Code.

If there is a conflict between the terms of this Agreement and those of the ICA or those of IPS's Statement of Limited Warranty, as applicable, the terms of this Agreement prevail, but only to the extent of such conflict.

