

# Lenovo License Agreement for Machine Code

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

The term "Machine Code" means all code provided for a Machine (including, without limitation, a Machine's firmware and microcode), excluding code that is licensed under a license agreement other than this Agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code. Acceptance of these license terms authorizes you to use Machine Code with the specific product for which it is provided.

The term "Machine" means a server or storage hardware product identified by a Machine Type as well as its features, conversions or upgrades.

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

If you are the rightful possessor of a Machine, Lenovo grants you a nonexclusive license to use Machine Code (or any replacement Lenovo provides) on, or in conjunction with, only the Machine for which Lenovo provided it, and only to the extent of Lenovo authorizations you have acquired

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

1. execute Machine Code to enable the Machine to function according to its specifications;
2. 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
3. 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 Lenovo in accordance with Lenovo'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 Lenovo; 2) either give the other party all your Lenovo 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. Lenovo 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 Lenovo 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.

If you obtained Machine Code directly from Lenovo and a Lenovo Customer Agreement for Servers and Storage or equivalent agreement is in effect between you and Lenovo ("LCA"), then the terms of this Agreement are incorporated by reference into that LCA. If no LCA is in effect, or if you obtained Machine Code from a Lenovo authorized reseller or other third party, then the terms of Lenovo'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 LCA or those of Lenovo's Statement of Limited Warranty, as applicable, the terms of this Agreement prevail, but only to the extent of such conflict.