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The patented printer is licensed for, and designed to work with only genuine toner and/or ink cartridges (and developer components, in the case of a laser printer) made by the manufacturer of this printer for the life of the patented printer. Under this patent license, you agree to: (1) use only genuine toner and/or ink cartridges made by the manufacturer of this printer with this licensed printer except as otherwise provided below, (2) if the patented printer is a laser printer, use only genuine developer components made by the manufacturer of this printer with this licensed laser printer except as otherwise provided below, and (3) pass this license/agreement to any subsequent user of this licensed printer. The patented toner and/or ink cartridges (and developer components in the case of a laser printer) inside are licensed subject to a restriction that they may be used only once. Following their initial use, you agree to return them only to us or the manufacturer for recycling. Please contact us for information regarding free empty toner cartridge returns. The genuine toner and/or ink cartridges are designed to stop working after delivering a fixed amount of toner and/or ink. A variable amount of toner and/or ink may remain in them when replacement is required. If you do not accept the terms of this single use license/agreement, return this product in its original packaging to your point of purchase. Replacement toner and/or ink cartridge(s) sold without these terms are available. Please contact us or your place of purchase for more information regarding the availability of these regular cartridges. Please be aware that a regular cartridge, that is cartridges not sold subject to this single use patent license, may be refilled by you, or a third party, as the only cartridge alternative to be used with the licensed printer.

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I agree that the patented print cartridge(s) shipped with the Lexmark printing device are sold subject to the following license/agreement: The patented print cartridge(s) provided with the Lexmark printing device is (are) licensed for a single use only and is (are) designed to stop working after the delivery of a fixed amount of toner/ink. A variable amount of toner/ink will remain in the cartridge when replacement is required. After this single use, the license/right to use the print cartridge terminates and the used cartridge must be returned only to Lexmark for remanufacturing, refilling or recycling. In addition, the cartridge is designed to automatically update the memory in your printer to protect against the introduction of counterfeit and/or unauthorized third-party cartridges. By installing the enclosed cartridge, you authorize Lexmark to make these changes. If you do not accept the terms of this single use license/agreement, return this product in its original packaging to your point of purchase. A replacement cartridge sold without these license terms is available at www.lexmark.com.

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(a) Term. The term of this License Agreement will commence as of the date of your acceptance of this License Agreement, and will continue until the termination or expiration of the term of all of the licenses of the Licensed Software, unless earlier terminated at the end of any timeframe specified in a Sales Order or as provided below.

(b) Termination by Customer. You may terminate this License Agreement effective thirty (30) days after written notice to Licensor in the event that Licensor breaches any material provision of this License Agreement and has not cured such breach within such thirty (30) day period, or such longer period as reasonably necessary to cure such breach.

(c) Termination by Licensor. Licensor may terminate this License Agreement: (i) at any time upon written notice if you breach any provision of Sections 2, 3, 4 or 5 of this License Agreement; or (ii) effective thirty (30) days after written notice to you in the event that you breach any other material provision of this License Agreement and you do not cure such breach within such thirty (30) day period, or such longer period as reasonably necessary to cure such breach.
(d) Termination by Either Party. Either party may terminate this License Agreement if: (i) any distress or execution is levied on any of the other party's property or assets; (ii) the other party makes or offers to make any arrangement or composition with creditors; (iii) any resolution or petition to wind up the other party's business is passed or presented or if a receiver or administrative receiver of such party's undertaking, property or assets is appointed or a petition presented for the appointment of an administrator or, if an individual, such party has a bankruptcy order made against him or her; or (iv) the other party is subject to any proceedings, which are equivalent or substantially similar to any of the proceedings under sub-clause (i), (ii) or (iii) under any applicable jurisdiction.

(e) Rights and Obligations upon Termination or Expiration. Upon termination of this License Agreement, all rights granted to you hereunder will immediately cease and you will: (i) immediately discontinue all use of the Licensed Products; (ii) within fifteen (15) days return to Licensor all copies and modifications of the Licensed Products, including any extracts therefrom (with the exception of your meta data and associated objects); (iii) permanently remove from your system and all storage devices and media all copies of the Licensed Products or any portion thereof; and (iv) give Licensor a written certification signed by an authorized officer that you have complied with all of your obligations under this Section. Termination of this License Agreement for any reason will not excuse your obligation to pay in full any and all amounts due to Licensor, nor will termination by Licensor result in a refund of any fees paid by you to Licensor.

(f) Continuing Obligations. The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 6 (Intellectual Property), 8 (Indemnification), 10 (Limitation of Liability), 11 (Trademarks), 12 (Term and Termination) and 14 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter. Termination of this License Agreement will not otherwise affect the party exercising such rights, remedies and protections hereunder.

13. Audit. Licensor, upon thirty (30) days written notice to you and not more than once during each calendar year during the term of this License Agreement and once during the one (1) year period following the termination of this License Agreement, may enter upon your premises during your regular business hours to audit your use of the Licensed Software. You agree to cooperate with Licensor’s audit and provide reasonable assistance and access to your systems and information. If pursuant to any such audit, Licensor discovers any excess or unlicensed use of the Licensed Software, you agree to pay within thirty (30) days of written notification an amount equal to the sum of (i) the license fees and maintenance and support fees which Licensor would have received if your excess or unlicensed use of the Licensed Software had been licensed; (ii) interest on such fees from the date such additional fees should have been paid at the rate of twelve percent (12%) per annum; or the maximum interest rate permitted by law, whichever is lower; and (iii) if your excess or unlicensed use of the Licensed Software exceeds 105% of the licensed use of the Licensed Software, all costs and expenses incurred by Licensor in conducting such audit. If you fail to pay such amounts within thirty (30) days of being invoiced for such amounts, Licensor may terminate your licenses of the Licensed Software and any maintenance and support of the Licensed Software. You will be responsible for any of your costs incurred in cooperating with any such audit.

14. Miscellaneous

(a) Notices. Any notices, demands or other communications required or permitted under this License Agreement will be in writing and will be deemed effectively delivered to the party: (i) by email using a method that positively establishes receipt of the email by the recipient; (ii) by personal, same or next day delivery; or (iii) by commercial overnight courier with written verification of delivery; in each case addressed to the party for whom it is intended at the address for such party as last provided to the other. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch.

(b) Governing Law. This License Agreement will be construed and governed in accordance with the laws of the Commonwealth of Kentucky, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The parties hereto hereby submit to the exclusive jurisdiction and venue of the courts located in the county of Fayette, Commonwealth of Kentucky for any action or legal proceeding related to or arising under this License Agreement and waive any objections based on forum non conveniens; provided, however, that if for any reason the courts of such domicile do not have jurisdiction over the matter or a party, then Licensor may elect to commence any such action or proceeding in any court having jurisdiction over you. The foregoing notwithstanding, however, if you acquired the Licensed Software in a country which is a member of the European Union, the laws of that country will govern the interpretation of this License Agreement and any claims arising hereunder, regardless of choice of laws principles of any other jurisdiction. In each case, this License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

(c) Attorneys' Fees. In any action to interpret or enforce this License Agreement, the prevailing party will be awarded all court costs and reasonable attorneys’ fees and costs and expenses of investigation incurred.

(d) Severability. The provisions of this License Agreement are severable and if any one or more such provisions is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of this License Agreement is found to be invalid, illegal, or unenforceable, the parties will endeavor to modify that provision in a manner that gives effect to the intent of the parties in entering into the License Agreement.

(e) Waiver or Delay. No failure to exercise or delay by a party in exercising any right, power, or remedy under this License Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless
made in writing.

(f) Export Laws. The Licensed Products are subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Licensed Products, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You will not export or re-export Licensed Products without first obtaining the appropriate U.S. or foreign government export licenses.

(g) Entire Agreement. This License Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this License Agreement and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to this License Agreement except in writing, signed by both parties.

(h) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(i) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(j) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(k) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(l) Choice of Language. The original of this Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

(m) Personal Data; Consent to Process and Transfer. You agree to comply with all applicable laws and regulations including, but not limited to, laws pertaining to the collection and use of personal data. You agree that Licensor, its affiliates, and agents may collect and use information (including any personal data) you provide in relation to (i) any support services performed in connection with the Licensed Software and requested by you or (ii) enabling any functionality of the Licensed Software. Licensor agrees not to use this information in a form that personally identifies you, except to the extent necessary to provide such services or enable the functionality of the Licensed Software. You agree that Licensor may transfer your information to the United States or other countries for use in accordance with this Section.

15. ADDITIONAL LICENSE TERMS FOR ORACLE AMERICA, INC. SOFTWARE

In addition to the foregoing, with respect to any Oracle America, Inc. ("Oracle") software licensed hereunder, the following terms apply for Document Producer (82S0096), Testing and Grading Hosted Access Fee (82S0104), Testing and Grading Premise Standard (82S0106), Print Management Document Accounting (82S0171), Print Management Print Release (82S0172), Print Management Mobile Print (82S0173), Testing and Grading Premise Enterprise (82S0174), and Production Entitlement Server (82S0745):

(a) Java Technology Restrictions. You shall not create, modify, change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or sub-packages that are in any way identified as "java", "javas", "sun" or similar convention as specified by Oracle in any naming convention designation. In the event that you create an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, you must promptly publish broadly an accurate specification for such API for free use by all developers.

(b) TRADEMARKS AND LOGOS. This License does not authorize an end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. The end user licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/html/3party.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Licensor in any Java Mark.

(c) Source Code. Software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of your license. Source code may not be redistributed unless expressly provided for in the terms of your license.
(d) Third Party Code. Additional copyright notices and license terms applicable to portions of the Software are set forth in the THIRDPARTYLICENSEREADME.txt file.

(e) Commercial Features. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features In Java SE Product Editions) of the Software documentation accessible at "http://www.oracle.com/technetwork/java/javase/documentation/index.html".