

## **Weather Company Operations Dashboard for Oil & Gas – Radar System**

Nella presente Descrizione dei Servizi viene descritto il Servizio Cloud. I documenti d'ordine applicabili riportano prezzi e dettagli aggiuntivi sull'ordine del cliente.

### **1. Servizio in Cloud**

#### **1.1 Offerte**

Le seguenti offerte supportano Weather Company Operations Dashboard for Oil & Gas – Radar System. L'offerta Weather Company Operations Dashboard Platform rappresenta un prerequisito acquisita con una Descrizione del Servizio separata.

##### **1.1.1 Weather Company Operations Dashboard for Oil & Gas – Sites**

Questo Servizio Cloud fornisce l'integrazione in tempo reale dei dati provenienti dai radar acquistati dal Cliente con l'applicazione per dispositivi mobili e web. I Clienti possono acquistare uno o più radar e una volta installato, i dati vengono ritrasmessi ad IBM dove vengono trattati e resi disponibili all'interno dell'applicazione per dispositivi mobili e web.

##### **1.1.2 Weather Company Operations Dashboard for Oil & Gas with Radar**

Questo Servizio Cloud è un'applicazione per dispositivi mobili e web per tablet e telefoni che fornisce l'accesso localizzato, interattivo e reattivo a dati Meteo globali insieme ai dati in tempo reale di uno o più radar acquistati dal Cliente. I radar possono essere installati ovunque in tutto il mondo e servire come veicolo per fornire dati preziosi in tempo reale nelle parti remote del mondo. In aggiunta, vengono visualizzati altri set di dati pertinenti consentendo alle aziende petrolifere con risorse dislocate in tutto il mondo, di combinare informazioni in tempo reale con informazioni e avvisi previsionali per prendere decisioni aziendali importanti e migliorare l'efficienza operativa.

##### **1.1.3 Weather Company Oil & Gas Radar – Z2G4 System**

Weather Company Oil & Gas Radar – Z2G4 System, che include Programmi, Codice Fornito separatamente su Licenza e un sistema HP, che è una Macchina non IBM, è venduto con ciascun radar acquistato dal Cliente. Il Sistema Radar è collegato al radar e legge e ritrasmette a IBM i dati in tempo reale registrati dal radar.

### **2. Specifiche Tecniche per la Protezione e il Trattamento dei Dati (Data Processing and Protection Data Sheets)**

Il Supplemento al Trattamento dei Dati Personali (DPA o Data Processing Addendum) di IBM, disponibile alla pagina web <http://ibm.com/dpa> e le Specifiche Tecniche per la Protezione e il Trattamento dei Dati (Data Sheet o Appendice DPA) nei seguenti link forniscono ulteriori informazioni sulla protezione dei dati per i Servizi Cloud e per le opzioni relative ai tipi di Contenuto che potrebbe essere trattato, per le attività di trattamento interessate, le funzionalità per la protezione dei dati e le specifiche sulla conservazione e restituzione del Contenuto. Il DPA si applica ai dati personali presenti nel Contenuto, nella misura in cui si applichino i) il Regolamento Europeo in materia di Protezione dei Dati Personali (European General Data Protection Regulation, EU/2016/679, GDPR); o ii) altre leggi sulla protezione dei dati riportate alla pagina <http://ibm.com/dpa/dpl>.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BFF1AB404A4311E79342EA59690D4322>

### **3. Livelli di Servizio e Supporto Tecnico**

#### **3.1 Service Level Agreement ("SLA")**

Questo Servizio Cloud non fornisce uno SLA di Disponibilità.

#### **3.2 Supporto tecnico**

Il supporto tecnico per il Servizio Cloud, inclusi i dettagli di contatto di assistenza, i livelli di gravità, le ore di disponibilità del supporto, i tempi di risposta e altre informazioni e processi relativi al supporto, possono

essere consultati selezionando il Servizio Cloud nella guida di supporto IBM disponibile alla pagina <https://www.ibm.com/support/home/pages/support-guide/>.

## 4. Corrispettivi

### 4.1 Calcolo dei Corrispettivi

Le metriche dei corrispettivi per il Servizio Cloud sono specificate nel Documento d'Ordine.

Al presente Servizio Cloud si applica il seguente calcolo dei corrispettivi:

- "Entity ID" è un identificativo univoco riferito a qualsiasi entità rappresentata all'interno dei Servizi Cloud.
- "Fatturato Totale in Dollari USA" è l'ammontare totale delle vendite annuali del Cliente e di altre fonti di reddito così come dichiarato nella relazione pubblica più recente rilasciata dal Cliente o, per aziende private, come dichiarato nell'ultima relazione finanziaria certificata del Cliente. Le valute diverse dal Dollaro USA vengono convertite nel valore equivalente in Dollari USA in conformità con la tabella delle unità di conversione [http://www.ibm.com/software/passportadvantage/conversion\\_unit\\_table.html](http://www.ibm.com/software/passportadvantage/conversion_unit_table.html).
- Per Dispositivo Client si intende qualsiasi dispositivo che richiede o riceve comandi, procedure o applicazioni di esecuzione da un ambiente server che accede ai Servizi Cloud.

## 5. Ulteriori condizioni

Agli Accordi per i Servizi Cloud (o agli accordi equivalenti per il cloud di base), stipulati prima del 1 gennaio 2019, si applicano le condizioni riportate alla pagina web <https://www.ibm.com/acs>.

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### 5.2 Prerequisiti Software (Software di Abilitazione)

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- BOOST
- BSD-3 CLAUSE
- MIT
- Microsoft Windows

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- HP (Appendice C)
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In deroga a quanto sopra esposto, le nuove workstation HP includono una garanzia di 5 anni con il servizio del giorno lavorativo successivo fornito da HP, escluse le festività.

Accettato da:

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Firma e timbro del Cliente

Data: .....

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Accettato da:

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Firma e timbro del Cliente

Data: .....

# Appendice A

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## Avvisi e Comunicazioni ed informazioni

AVVISI E COMUNICAZIONI ED INFORMAZIONI PER WEATHER COMPANY OPERATIONS DASHBOARD SOLUTION SYSTEMS.

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### INDICE

IL PRESENTE FILE DI AVVISI E COMUNICAZIONI SI COMPONE DI QUANTO SEGUE

ARTICOLI:

- BOOST
- BSD-3 CLAUSE
- MIT

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curl (© 1996 – 2010 Daniel Stenberg; <daniel@haxx.se>. cURL;http://curl.haxx.se/)

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  - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
  - (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

- (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
  - (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
  - (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
  - f. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

### 3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at ([aka.ms/privacy](https://aka.ms/privacy)), and as may be described in the user interface associated with the software features.

### 4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

### 5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software.

Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see ([aka.ms/genuine](https://aka.ms/genuine)). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

## 6. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

## 7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit ([aka.ms/georestrict](https://aka.ms/georestrict)) and ([aka.ms/exporting](https://aka.ms/exporting)).

## 8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at ([aka.ms/mssupport](https://aka.ms/mssupport)). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

## 9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at ([aka.ms/disputeform](https://aka.ms/disputeform)). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see ([aka.ms/adr](https://aka.ms/adr)) or call 1-800-778-

7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. **Arbitration fees and payments.**

- (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
- (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

## 10. **Governing Law.**

The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

## 11. **Consumer Rights, Regional Variations.**

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and

remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: ([aka.ms/academicuse](http://aka.ms/academicuse)).
- d. **Germany and Austria.**
  - (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
  - (2) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.
- e. **Other regions.** See ([aka.ms/variations](http://aka.ms/variations)) for a current list of regional variations

## 12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM)
- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.
- (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
  - (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
  - (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

### 13. Entire Agreement.

This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to [aka.ms/useterms](https://aka.ms/useterms) or going to Settings – System – About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- [Windows 10 Privacy Statement \(aka.ms/privacy\)](https://aka.ms/privacy)
- [Microsoft Services Agreement \(aka.ms/msa\)](https://aka.ms/msa)
- [Adobe Flash Player License Terms \(aka.ms/adobe-flash\)](https://aka.ms/adobe-flash)

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#### NO WARRANTY

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IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

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Check with your device manufacturer to determine if your device is covered by a warranty.

### EULA (End User License Agreement) HP

#### READ CAREFULLY BEFORE USING THIS EQUIPMENT

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An amendment or addendum to this EULA may accompany the HP Product.

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- f. **Recovery Solution.** Any software recovery solution provided with/for your HP Product, whether in the form of a hard disk drive-based solution, an external media-based recovery solution (e.g. floppy disk, CD or DVD) or an equivalent solution delivered in any other form, may only be used for restoring the hard disk of the HP Product with/for which the recovery solution was originally purchased. The use of any Microsoft operating system software contained in such recovery solution shall be governed by the Microsoft License Agreement.

#### 2. UPGRADES.

To use a Software Product identified as an upgrade, you must first be licensed for the original Software Product identified by HP as eligible for the upgrade. After upgrading, you may no longer use the original Software Product that formed the basis for your upgrade eligibility. By using the Software Product, you also agree that HP may automatically access your HP Product when connected to the internet to check the version or status of certain Software Products and may automatically download and install upgrades or updates to such Software Products on to your HP Product to provide new versions or updates required to maintain the functionality, performance, or security of the HP Software and your HP Product and facilitate the provision of support or other services provided to you. In certain cases, and depending on



the type of upgrade or update, notifications will be provided to you (via pop-up or other means), which may require you to initiate the upgrade or update.

### **3. ADDITIONAL SOFTWARE.**

This EULA applies to updates or supplements to the original Software Product provided by HP unless HP provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

### **4. TRANSFER.**

- a. **Third Party.** The initial user of the Software Product may make a one-time transfer of the Software Product to another end user. Any transfer must include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software Product, your license is automatically terminated.
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You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation or it is expressly provided for in this EULA.

### **7. TERM.**

This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

### **8. CONSENT TO COLLECTION/USE OF DATA.**

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