PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING THE SOFTWARE. DOWNLOADING THE SOFTWARE INDICATES THAT YOU HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS LEGAL AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD OR OTHERWISE USE THE SOFTWARE.

LICENSE AGREEMENT

NEC Corporation ("NEC") grants the licensee ("You") to use this software ("Software") pursuant to the following terms and conditions.

1. TERMS

- This Agreement is effective upon downloading the Software into your computer and shall remain in force until terminated.
- (2) You may terminate it voluntarily at any time by Your written notice to NEC within one (1) month prior to the termination.
- (3) NEC may terminate this Agreement without notice upon your failure to abide by this Agreement.
- (4) In the event this Agreement is terminated according to Section 1 (2) or (3), all Your rights granted in this Agreement shall cease immediately.
- (5) All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damage, and NEC or its supplier's proprietary rights shall survive termination.

2. LICENSE

NEC grants You a nonexclusive license to (i) install Software in the personal computer connected to UTR-1W-1 ("Product") and (ii) update the program of Product for You.

3. RESTRICTIONS

- (1) You may not rent or lease the Software, but you may transfer the Software (not a part) and accompanying documentation on a permanent basis, provided that you retain no copies of the Software and accompanying documentation, and that the recipient agrees to be bound by all of the terms and conditions of this Agreement.
- (2) You agree not to modify, alter, decompile, disassemble, reverse engineer or otherwise attempting to derive the source code or the structure, methods or techniques of the Software.
- (3) You may not copy the Software.
- (4) You may not use the Software other than in personal computer connected to the Product.
- (5) You acknowledge that the Software may contain the portion of U.S. origin. You will not export or re-export the Software without the appropriate governments' licenses.
- (6) The Software is not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, direct life support machines, weapon systems or other devices or systems in which a malfunction of the Software would result in foreseeable risk of injury or death to the operator of the device or system, or to others.

4. TITLE

Title to and ownership of the Software, related documentation and any reproduction thereof shall remain with NEC and its suppliers and the trademarks are the property of such trademark owners. This Agreement does not grant you any right (whenever by license, ownership or otherwise) in or to patents, copyrights, trade secrets, trade names, trademarks or any other intellectual property right with respect to the Software.

5. COPYRIGHT

THE SOFTWARE IS COPYRIGHTED AND, EXCEPT AS PERMITTED BY THIS AGREEMENT, YOU MAY NOT DUPLICATE THE SOFTWARE OR DISCLOSE IT TO ANY OTHER PARTY.

6. LIMITED WARRANTY

YOU AGREE THAT THE SOFTWARE IS PROVIDED AND LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEC AND ITS SUPPLIERS DISCLAIM ALL OTHER

WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH REGARD TO THE SOFTWARE. YOU BEAR THE ENTIRE RISK RELATING TO THE QUALITY OF THE SOFTWARE AND, IF THE SOFTWARE PROVES TO HAVE ANY DEFECTS, YOU ASSUME THE COST OF ANY NECESSARY SERVICING OR REPAIRS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THAT THE ABOVE EXTENSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIAL LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEC OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, LIMITATION, LOSS OF USE, LOSS OF PROFIT, INTERRUPTATION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND) REGARDLESS OF THE FORM OF ACTION WHETHER INCONTRACT. TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NO EVENT SHALL NEC OR ITS SUPPLIERS BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE AMOUNT YOU ACTUALLY PAID FOR THE SOFTWARE (U.S.\$250 IN THE CASE OF NEC'S SOFTWARE SUPPLIERS). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. OTHERS

- (1) This Agreement shall be construed and interpreted according to the laws of Japan.
- (2) The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, NEC provides the Software to U.S. Government End Users only pursuant to the terms and conditions therein.

9. NOTICE

NEC 海外現法窓口を記載