

Software License Agreement

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Article 4 Limited Warranty

1. When this Software is provided in the form of Tangible Media, our Company warrants that such Tangible Media is free from the physical defects at the time of delivery. With respect to the "USB Driver" and "Status Monitor" of this Software, our Company warrants that they will materially operate in conformity to the main functional specifications expressed in the Documentation for ninety (90) days after the delivery date of this Software, provided that the Initiation thereof was proper and that it is operated correctly, according to the Documentation.
2. The limited warranty in Section 1 above is subject to the condition that the operating system ("OS") of the PC you intend to use in connection with this Product must be of such types and versions as our Company stipulates in the Documentation. Our Company verifies that this Software will function when such stipulated OS is used in combination with then major PC models at the time of delivery, however does not warrant that it will function properly when used in combination with any and all PC models. It is recommended that you first check the functioning of this Software in the environment where you use it, according to the Documentation immediately after its delivery.
3. This Software is provided "As Is" with no warranties except the limited warranty expressed in this Article. Our Company is not obliged to provide updates such as modified or enhanced versions of this Software. No warranties whether express or implied are made with respect to this Software in regards to its merchantability, fitness for a particular purpose, non-infringement of third party intellectual property rights, or any other matters not expressly provided for herein. Any problems occurring with respect to this Software shall be resolved at your sole responsibility and expenses.

Article 5 Indemnification

Our Company shall not be liable for any damages in connection with the use of this Software, including direct, incidental, consequential, special and punitive damages, etc., whether based on this Agreement or otherwise, even if our Company has been or could have been aware of such damages.

Similarly our Company shall not be liable for any claims by any third party against you or your customers, nor shall our Company be obliged to compensate such third party or indemnify you or your customers for such claims. You shall indemnify and hold harmless our Company, its affiliates and Licensor worldwide from any claim, damage, loss, expense, including attorney's fees, or liability in connection with your use of this Software.

Article 6 Term

1. This Agreement and this License shall come into effect when the earliest act of Initiation implemented on your certain PC occurs. Our Company may terminate this License without notification if you are in breach of any provision in this Agreement. Our Company further reserves the right to claim for any damages it may suffer arising from such breach by you.
2. Upon termination of this License, you shall immediately destroy or delete this Software and all its copies, (which shall include erasing the copies stored or recorded on your PC, other hardware, memory, etc.) except those in the form of Tangible Media which shall be returned to our Company, at your responsibility, and shall submit a certificate of such destruction and deletion on our Company's request.

Article 7 Export Control

You agree not to illegally export, re-export or otherwise ship this Software, or any part thereof, including the information or technology, etc. embodied in this Software, to any country, territory, organization or individual, the shipping to which is prohibited or restricted by Japan and the respective countries concerned.

Article 8 Others

1. Any modification, addition, deletion or other changes to this Agreement shall be invalid unless such changes are made in writing and affixed with the name and seal of or signed by the authorized representative of our Company.
2. This Agreement shall be governed by and construed in accordance with the laws of Japan. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.
3. If any provision of this Agreement is held to be invalid according to the laws of Japan, the remaining provisions will still remain in effect.

End of Agreement