

## ATTENTION

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## NEC Software License Agreement

### Licensed Product

### MasterScope MISSION CRITICAL OPERATIONS Base Manager for HP-UX

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Licensed Number: 1

- (2) You may use the Licensed Product only with the Computer.
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- (4) No provision in this Agreement shall be construed to assign and/or transfer any intellectual property right in and/or to the Licensed Product to you.

#### 5. Transference

You may not assign, transfer, sublicense or otherwise dispose of the Licensed Product to any third party without prior written approval of NEC.

#### 6. Reverse Compile

You may not reverse engineer, decompile and/or disassemble the Licensed Product.

#### 7. Limited Warranty

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- (2) Notwithstanding Section 7(1) above, NEC may, at its sole discretion, provide you with bug-fixes or correction releases (hereinafter referred to as the "Modified Product"), and/or information therefor. The Modified Product provided herein is deemed the Licensed Product.
- (3) In the event that you find a material defect in the media containing the Licensed Product, which prevents the Licensed Product from operating properly, NEC, if it agrees that NEC is responsible for such defect, will replace the defective media at no charge provided that such media in question is returned to NEC within fourteen (14) days of your receipt, with receipt specifying the date of your receipt (or a copy thereof). This Section 7(3) provides NEC's sole warranty and your exclusive remedy hereunder.

#### 8. Limitation of Liability

- (1) **IN NO EVENT SHALL NEC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS OF PROFIT, OR DAMAGES BASED ON ANY THIRD PARTY CLAIM, EVEN IF NEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEC SHALL NOT BE LIABLE FOR THE FITNESS FOR YOUR PURPOSE AND THE USE OR THE RESULT OF USE OF THE LICENSED PRODUCT. NEC'S ENTIRE LIABILITY, FOR ANY REASONS WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED PRODUCT THAT CAUSED THE LIABILITY OF NEC.**
- (2) If NEC cannot replace the defective media pursuant to Section 7(3), you may terminate the license granted under this Agreement. In this case, as your sole remedy and NEC's sole liability, NEC will accept a return of the Licensed Product and refund for the amount you actually paid therefor.

#### 9. Others

- (1) You must comply with all domestic and international export laws and regulations that apply to the Licensed Product. These laws include, but not limited to, U.S. Export Administration Regulations, and importation, manufacturing, end user, end-use and destination restrictions issued by U.S. and other governments.
- (2) This Agreement shall be governed by the laws of Japan.
- (3) In the event any dispute arises in connection with this Agreement, such dispute will be resolved by the District Court of Tokyo.