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BEFORE USING THE PRODUCT

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This AGREEMENT is entered into between MITSUBISHI ELECTRIC and you ("CUSTOMERS"). The term "SOFTWARE" shall include (1) any software program, (2) its copies, and (3) any and all documents in connection with the SOFTWARE.

Article 1- GRANT OF LICENSE

MITSUBISHI ELECTRIC hereby grants to CUSTOMERS non-exclusive and non-transferable rights to copy and use the SOFTWARE on computers managed by CUSTOMERS only during the term of this AGREEMENT.

Article 2 - LIMITED WARRANTY

1. MITSUBISHI ELECTRIC SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND OTHER PECUNIARY DAMAGES), CAUSED BY THE USE OF OTHER PRODUCTS (INCLUDING BUT NOT LIMITED TO OPERATING SYSTEMS, RESIDENT SOFTWARE PRODUCTS, COMPUTER, AND THE PERIPHERAL EQUIPMENT) THAT OPERATE IN COOPERATION WITH THE SOFTWARE OR BY UNAVAILABILITY OF THESE PRODUCTS.
2. MITSUBISHI ELECTRIC DOES NOT WARRANT THAT THE QUALITY AND FUNCTIONS OF THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS AND IS NOT LIABLE FOR ANY DEFECTS AND QUALITY OF THE SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. CUSTOMERS SHALL BE LIABLE FOR THE INSTALLATION OF THE SOFTWARE AND ALSO FOR THE RESULT OF USING THE SOFTWARE.

Article 3 - CHANGE OF SPECIFICATION

MITSUBISHI ELECTRIC may change the specifications of the SOFTWARE without prior notification.

Article 4 - COPYRIGHT

All copyright of the SOFTWARE shall be owned by MITSUBISHI ELECTRIC.

Article 5 - RESTRICTIONS

1. CUSTOMERS shall not reverse engineer, decompile or disassemble or modify the SOFTWARE.
2. CUSTOMERS shall not assign, lease or rent the SOFTWARE.
3. CUSTOMERS are allowed to use the SOFTWARE as a single product, and shall not use the components separately from one or more computers.
4. Except for the copy referred to in Article 1, CUSTOMERS shall not duplicate the entire or a part of the SOFTWARE.

Article 6 - EFFECTIVE PERIOD AND TERMINATION

This AGREEMENT shall be effective from the date of start of using the SOFTWARE ("EFFECTIVE DATE") upon consent of CUSTOMERS to this AGREEMENT. CUSTOMERS may continue to use the SOFTWARE from the EFFECTIVE DATE. Provided, however, that in the event CUSTOMERS breach this AGREEMENT, MITSUBISHI ELECTRIC may immediately terminate the license granted hereunder without requiring any notice. Notwithstanding the termination of this AGREEMENT, Article 2, Article 9, Article 11, Article 14, and Article 15 of this AGREEMENT shall remain in full force and effect.

Article 7 - TERMINATION

If MITSUBISHI ELECTRIC cease to carry the business related to the SOFTWARE, MITSUBISHI ELECTRIC may terminate this AGREEMENT without a letter of demand or any other procedure to the CUSTOMERS.

Article 8 - MEASURES AT TERMINATION

On termination of this AGREEMENT for any reason, CUSTOMER shall promptly cease to use the SOFTWARE, and immediately uninstall it from computers. CUSTOMER shall also, within one (1) month after the termination of this AGREEMENT and at CUSTOMER's costs, promptly destroy the SOFTWARE.

Article 9 - EXPORT CONTROL

1. When exporting the SOFTWARE or providing technology to a non-resident, CUSTOMER shall comply with all export control laws, regulations and court orders of the country concerned and shall take necessary procedures such as obtaining export licenses from the country concerned.
2. CUSTOMER will not use the SOFTWARE provided from MITSUBISHI ELECTRIC in relation to the development, production, use or storage of nuclear weapons, chemical, or biological weapons, their means of delivery (e.g. missiles, rockets, or unmanned air vehicles), and related components, materials, equipment, and technology, etc. (hereinafter collectively referred to as Weapons of Mass Destruction, "WMD"), or shall not sell or transfer such the SOFTWARE to any third party should CUSTOMER know or suspect that those would be used in such applications. With respect to the SOFTWARE, CUSTOMER will not engage in any transactions in which United Nations Arms Embargo Countries is or could possibly be involved.
3. When MITSUBISHI ELECTRIC requests CUSTOMER to provide information as needed, CUSTOMER shall provide MITSUBISHI ELECTRIC with information in writing.

Article 10 - WARRANTY

MITSUBISHI ELECTRIC warrants that the SOFTWARE does not infringe any intellectual property rights or any other rights of any third parties and it is legitimate. In the event of any claims, objections, claim for damages, etc. from infringement by a third party, MITSUBISHI ELECTRIC handle this in its responsibility and costs

Article 11- INDEMNIFICATION

CUSTOMERS shall indemnify in case of damage to the other party or third party to their own responsibility.

Article 12- ELIMINATION OF ANTISOCIAL ORGANIZATION

CUSTOMERS shall represent that they and their officers and employees are not criminal/anti-social organization (boryokudan), a member (koseiin) or affiliate member (jun-koseiin) of a criminal/anti-social organization , or any other antisocial organization and that none of them are involved in any antisocial organization. In the event that CUSTOMERS breach the representations in this Article, MITSUBISHI ELECTRIC may terminate this AGREEMENT without any notice or any other procedure to the CUSTOMERS.

Article 13- CHANGE OF AGREEMENT

MITSUBISHI ELECTRIC may amend this AGREEMENT, in whole or in part, at any time without permission from or notice to CUSTOMERS. If CUSTOMERS use the SOFTWARE after any amendment to this AGREEMENT, it shall be deemed that the CUSTOMERS has agreed to this AGREEMENT after the amendment.

Article 14 - - DISPUTE RESOLUTION

Any dispute or claim arising out of, in relation to, or in connection with this AGREEMENT shall be settled by an amicable effort by MITSUBISHI ELECTRIC and CUSTOMERS.

Article 15 - GOVERNING LAW

The validity, construction and performance of this AGREEMENT shall be governed in all respects by the laws of Japan. In the event any litigation concerning to this AGREEMENT is required, the Tokyo District Court shall be the exclusive jurisdiction court of the first instance.

MITSUBISHI ELECTRIC CORPORATION