

SOFTWARE LICENSE AGREEMENT

1. Scope of License

This Software License Agreement (hereinafter "Agreement") shall be applied to the followings: Software product by Toshiba Electronic Devices & Storage Corporation (hereinafter "Software Product"), and, operation manual and so on relating to Software Product, whether in a printed form or in an electronic form (hereinafter "Materials").

These Software Product and Materials shall be hereinafter collectively called as "Product".

2. Effective Date

This Agreement shall be effective upon your extracting the file of Software Product.

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- b. Title to and any other intellectual property rights, including but not limited to, copyright, patent, know-how and trade secret, of the Product are retained by Toshiba.

4. License

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5. Version-up and Support

Toshiba will not make any version-up and any support of the Product.

6. No Warranty

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8. Termination

- a. Toshiba may terminate this Agreement forthwith in case you fail to comply with any provision of this Agreement.
- b. Upon termination, you shall destroy the Product, and furnish to Toshiba reasonable evidence that proves such destruction

9. Restriction on Product Use

- a. Toshiba reserves the right to make changes to the information in the Product without notice
- b. The Product and any information in the Product may not be reproduced without prior written permission from Toshiba. Even with Toshiba's written permission, reproduction is permissible only if reproduction is without alteration/omission
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regulations including, without limitation, the Japanese Foreign Exchange and Foreign Trade Law and the U.S. Export Administration Regulations. Export and re-export of Product or related technology are strictly prohibited except in compliance with all applicable export laws and regulations

- g. Before creating and producing designs and using, you must also refer to and comply with the latest versions of all relevant Toshiba information and the instructions for the application that Product will be used with or for

10. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Japan.

Toshiba Electronic Devices & Storage Corporation