

This English translation is offered as a reference. These Additional Conditions will be created, interpreted and executed in accordance with the Japanese text of this InstallShield License Agreement. If there are differences between Japanese and English InstallShield License Agreement, the provisions in the Japanese text will fully apply.

InstallShield License Agreement

Hitachi, Ltd.

This InstallShield License Agreement (the “Agreement”) is a legal agreement between you (either an individual or a single entity) and Hitachi, Ltd. (“Hitachi”). You agree to be bound by the terms of this Agreement by using InstallShield Software (the “Software”).

1. Scope of License

1.1. Hitachi grants you to use the Software provided that you comply with all terms and conditions of this Agreement.

2. Conditions of Use

- 2.1. You may install and use only one (1) copy of Software on a designated machine. When you discontinue the use of Software on such designated machine due to the failure in the designated machine, you may install such Software to another machine and use Software thereon only for temporarily until such failure is cured.
- 2.2. Hitachi grants you an individual, non-exclusive and non-transferrable license solely for the purpose to perform your business processing.
- 2.3. Except as otherwise expressly set forth herein, you may not transfer, rent or otherwise distribute the Software to third party with or without a fee.

3. Copies

- 3.1. You may create and keep one (1) copy of Software solely for the archival use.
- 3.2. You may use such copy of Software under the terms and conditions of this Agreement.
- 3.3. The owner of Copyright of Software owns all intellectual property rights in and to the Software, and you shall reproduce any copyright or other proprietary notice on each copy of Software you made pursuant to 3.1 above.
- 3.4. You may not disassemble or decompile all or part of the Software.

3.5. When discarding the recording medium on which the Software is saved, you must delete the Software thereon.

4. Warranty

4.1. For a period of one (1) month from the date the Software is purchased (the “Warranty Period”), in the event you discover physical defects in the recording medium on which Software is saved, or the insufficiency in the quantity of such recording medium, Hitachi will cure such defects or insufficiency for free of charge. Except as expressly set forth herein, Hitachi disclaims all other warranties with regard to the quality or the specification of the Software.

4.2. In no event shall Hitachi be liable to you for damages arising out of use of this Software.

5. Modification

5.1. You may not modify all or the part of Software or combine with other software.

6. Export Restriction

6.1 In the event such Software is subject to “Specified Technology” defined in Foreign Exchange and Foreign Trade Control Law, you shall comply with any and all applicable provisions of Japanese export control laws and take the necessary procedures. Or, when it is subject to other applicable export-related laws such as US Export Administration Regulations, you shall also comply with such provisions and take necessary procedures.

7. Termination

7.1. Hitachi may terminate this Agreement and discontinue your use of the Software if you fail to comply with any of its material obligations under this Agreement.

7.2. You may terminate this Agreement upon destruction of the Software.

7.3. You shall immediately perform the followings upon the termination of this Agreement;

(i) to delete, destroy or perform any actions for destruction, and

(ii) to perform any action required for complying confidentiality obligation.

7.4. Even if the Agreement is terminated pursuant to section 7.1. or 7.2., Hitachi will not refund any amount which you have paid to Hitachi for the Software prior to the termination.

8. Jurisdiction

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

8.2 Any dispute or differences arising out of or in relation to this Agreement or the breach of hereof or thereof, which cannot be settled amicably between the parties without undue delay, shall be finally settled by arbitration to be held in Tokyo, Japan Commercial Arbitration Association.

9. Amicable Solution

9.1. In the event of any dispute under this Agreement, both parties shall negotiate in good faith to resolve any dispute regarding this Agreement.

10. U.S Government Restrictions

10.1. The Software and related documents are distributed, as that term is defined “Commercial Computer Software” and/or “limited Computer Software” under this Agreement. Use, duplication, or disclosure by the U.S Government or its subcontractor is subject to restriction as set forth in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.2702. Manufacturer of this Software is Acreso Software Inc., with its principle place of 900 National Parkway, Ste 125, Schaumburg, IL 60173, USA.

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