

ApeosWare Management Suite 2

Fuji Xerox Co Ltd - Software License Agreement

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Carefully read the following terms and conditions in this Software License Agreement before installing the program provided on this software product (hereinafter referred to as the “Software”). If you do not accept these terms and conditions, do not install or use the Software.

Please note that upon your acceptance of these terms and conditions of the License Agreement, the License Agreement shall be deemed effectively concluded. No further returns or refunds will be possible.

This document specifies important terms and conditions applicable to use of the Software product. Please keep it in a safe location for ready reference:

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We grant you a non-transferable and non-exclusive license to use the program and any materials or other documentation pertaining thereto provided on this software product (hereinafter referred to as “Software”) in accordance with the following terms and conditions.

- (a) If you have acquired a trial version of the Software, you may use the trial version of the Software for a period of up to sixty (60) days from the date of installation of the relevant Software on a specific machine, including servers.
- (b) If you purchased a release version of the Software, the terms and conditions under which you may install the Software on specific machines, including servers, as designated by you and approved by us (hereinafter referred to as the “Designated Equipment”) and run the Software shall depend on the following options and on the number of licenses designated by the certificate of right of use for the license product purchased:
 - (1) You may install the Software on one (1) unit of the Designated Equipment per license. However, you may install this in one print server for multiple printers.
 - (2) Optional product: You may install the Software on one (1) unit of the Designated Equipment per license.
- (c) Should they exist, you agree to any applicable license provisions attached to the third-party software contained in the Software as well as the contents of this License Agreement.
- (d) If you wish to increase the number units of the Designated Equipment or Designated Devices, you agree to seek right of use from us on a case-by-case basis in compliance with our specified terms and conditions, fees, and procedures.
- (e) If you intend to move the Software to other Designated Equipment, you agree to uninstall the Software from the machine before change, and then to install the Software on the new Designated Equipment.
- (f) Those using a release version of the Software agree to complete appropriate user registration and license authorization procedures.

2. [Rights Pertaining to the Software]

Our company and suppliers to our company shall retain any and all intangible property rights, including, but not limited to, copyrights in and to the Software.

3. [Warranty]

- (a) If you purchased the Software media, we warrant that the media on which the Software is recorded and stored and the integrity of the Software recorded on the relevant media are free of defects in material or workmanship for a period of ninety (90) days from the date of original purchase. Should any defects in material or workmanship be identified in the media on which the Software is recorded and stored or the integrity of the Software recorded on the relevant media during this warranty period, we agree to replace the relevant media on which the Software is recorded and stored, provided that you notify us of such defect within the warranty period.
- (b) Other than the replacement of the media on which the Software is recorded and stored as set forth in the preceding item (1), we make no warranties, either express or implied, with respect to the Software. We license you to use the Software on an “as-is” basis and as supplied to you. We make no warranty that the Software will prove appropriate or useful for specific purposes or that the execution of the Software will be uninterrupted or free of errors.
- (c) The liability assumed by us under this section 3 shall be limited to the replacement of the media on which the Software is recorded and stored. In no event shall we be held liable for any other warranties, whether express or implied, including, but not limited to, legal liabilities for product defects; lost profits; damage arising under special circumstances; data loss or corruption; or any claims for damages filed by a third party against you with respect to intangible property rights arising from or related to the Software.
- (d) With respect to software created by third parties incorporated into the Software and to be provided free of charge, we provide such software on an “as-is” basis and without warranty, either express or implied, including, but not limited to, warranty against infringement upon the rights of third parties; warranty pertaining to the product itself; warranty for fitness for a particular purpose; or legal liabilities for product defects.

4. [Obligations Assumed by You]

You hereby acknowledge that the Software contains confidential or proprietary information, including, but not limited to, intangible property rights protected under copyright and other laws. Accordingly, you agree to refrain from any of the following actions:

- (a) Use, duplication, analysis, or alteration of the Software not in accordance with these terms and conditions
- (b) Transfer, sale, lease, license, or sublicense of the Software to third parties
- (c) Removal, deletion, or modification of indications of proprietary rights and intangible property rights recorded directly in the Software or indicated and displayed on media on which the Software is recorded and stored

5. [Extinguishment of Right of Use]

Should any of the following apply, your right of use for the Software, including device licenses, shall be automatically revoked.

- (a) You violate any of the provisions of this License Agreement.
- (b) You acquire a right of use for a different version of the Software.

6. [Measures upon Extinguishment of Right of Use]

Should your right of use of the Software be extinguished, you agree to delete or destroy all of the Software and all duplicates thereof.

7. [Export Control]

In cases in which the Software (including rendering of any services or any related technical information) is subsumed under the category of strategic materials (including rendering of any services) as specified in the Foreign Exchange and Foreign Trade Law or U.S. Export Administration Regulations, you shall obtain an export permit from the Japanese government and a re-export permit from the United States government if you wish to export the relevant Software to foreign countries.

8. [Limitation of Liability]

To the maximum extent permitted by law: (a) in no event will we be liable to you for any: special, indirect, incidental or consequential damages: loss of profits, savings, opportunity or goodwill; or loss or corruption of data, in any way arising out of or relating to this Licence Agreement or the Software; and (b) our liability to you in any way arising out of or relating to this Licence Agreement or the Software for direct damages is limited in the aggregate to the total amount of money you actually paid for the Software licence.

9. [Governing Law]

This Licence Agreement is governed by and construed in accordance with the laws of Japan. Each party irrevocably submits to the non-exclusive jurisdiction of the courts in Japan (including courts of appeal therefrom) and waives any objection to proceedings in any such court on the grounds of venue or that the proceedings have been brought in an inconvenient forum.