

SOFTWARE LICENSE AGREEMENT

Prior to installing or using the Software (the Software and Related Documents), your organization (“the Site Licensee”) shall consented to all provisions in this Agreement.

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Copyright and other intellectual property rights in connection with the Software shall belong to ULVAC-PHI (“the Licensor”).

2. GRANT OF LICENSE AND COPIES

The Licensor licenses the Software solely to the Site Licensee who has agreed to this Agreement, and grants the Site Licensee the right to install, use and copy the Software. The Licensor shall not set any validity date for the Software.

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The Site Licensee shall accept that the following actions are prohibited during the usage of the Software.

1. Actions in violation of the provisions in the Agreement.
2. Use of the Software under the name of a different person, a fictitious name or other than constituent members of the Site Licensee.
3. Assignment or transfer to a third party of, or causing a third party to undertake, a right or obligation under the Agreement without the prior written agreement of the Licensor.
4. Attempting to rewrite, modify, reverse engineer, reverse compile, reverse assemble, decode, extract or translate the Software and Related Documents or create a product that is an imitation of the Software.

4. CANCELLATION OF LICENSE

The Licensor retains the right to demand that the Site Licensee stop using the Software and the right to cancel the Agreement if the Site Licensee has a possibility of the violation of a provision under 3. PROHIBITIONS, and the Licensee shall agree to back the Software and remove the Software where the Licensee has installed.

5. INDEMNITY

1. The Licensor does not warrant that the Software is free of bugs or discrepancies in interpretations with regard to the specifications or that the Software fully satisfies the requirements or purpose of the Site Licensee.
2. The Licensor does not warrant operation in an operational environment other than that specified by the Licensor or under a configuration prepared independently by the Site Licensee.
3. The Licensor shall bear no liability whatsoever for any loss of benefits, loss of data, damage to reputation, direct or indirect loss or any other loss or damage suffered by the Site Licensee in the use of the Software or arising from the use of the Software, regardless of whether the Licensor foresaw or was able to foresee the occurrence of such an event.
4. The Licensor shall not bear any liability whatsoever technical or maintenance support for the Software to the Licensee.

6. GOVERNING LAW

The Agreement shall be governed by the laws of Japan.

7. PRECEDENCE

The Japanese-language version of the Agreement shall take precedence over the English-language version.