

License Agreement for Support Software (MVC Studio)

Please read the following terms and conditions carefully before using the Support Software (MVC Studio) ("Software").

The user of the Software ("User") shall be deemed to agree to those terms and conditions when the User makes the Software available for the use (including, but not limited to, download, installation and any similar action), and this license agreement shall be deemed to be entered into between ORIENTAL MOTOR CO., LTD. ("ORIENTAL MOTOR") and the User.

1. The ownership right, copyright and other intellectual property right, and all other rights with regard to the Software shall belong to either ORIENTAL MOTOR or its licensor, depending on the nature of each specific right.
2. ORIENTAL MOTOR shall grant to the User a non-exclusive right to use the Software only for the purpose of using an ORIENTAL MOTOR product or products supported by the Software.
3. The User may not reproduce, distribute, lend or transfer the Software to any third party or otherwise allow any third party to use the Software in any form or by any means. Furthermore, the User may not upload the Software to an electric bulletin board or website which is accessible by public.
4. The User may not modify, alter, reverse-engineer, decompile, disassemble or otherwise manipulate all or part of the Software.
5. The User shall observe the Foreign Exchange and Foreign Trade Law and other applicable laws and regulations related to export and import in Japan in using the Software. The User shall not export the Software to any country which is subject to the export control regulations by the government of Japan or USA.
6. Neither ORIENTAL MOTOR nor its licensor shall make any warranty as to the Software, including, but not limited to, whether the Software is appropriate or useful in serving a specific purpose of the User, whether the Software is trouble-free in linking with any other software or hardware used by the User, whether the Software is free from defects, or any other condition relating to the Software.
7. Neither ORIENTAL MOTOR nor its licensor shall be held liable whatsoever for any loss or damage arising directly or indirectly in association with, or in relation to, a use of the Software or a link with other software or hardware used by the User (including, but not limited to, loss or damage arising from damage or corruption of hardware using the Software, or other software or hardware used by the User, loss of benefit, disruption of business, loss of any data).
8. Neither ORIENTAL MOTOR nor its licensor shall be held liable whatsoever for any claim or demand made by a third party regarding the Software.

9. ORIENTAL MOTOR shall reserve the right to change the specifications of the Software without prior notice for the purpose of improvement. The User is recommended always to use the latest version.

10. This Agreement shall be terminated immediately upon the User's violation of this Agreement. The User may not use the Software once this Agreement is terminated.

11. This Agreement shall be drawn up in the Japanese, English and Chinese (Traditional/Simplified) languages, but in the event of any conflict, the Japanese language version shall prevail.

12. This Agreement shall be governed by and interpreted in accordance with the Laws of Japan.

13. If any dispute arises out of this Agreement, the Tokyo District Court shall have exclusive jurisdiction to settle such dispute for the first instance.