

JVC Software Licence Agreement

IMPORTANT

TO CUSTOMERS: PLEASE MAKE SURE TO READ THIS CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE PROGRAM NAMED "DIGITAL PHOTO NAVIGATOR" ("Program") ON YOUR PC.

The right to use the Program is granted by Victor Company of Japan, Limited ("JVC") to You only on the condition that You agree to the following.

Should You not agree to the terms hereof, You may not install or use the Program. HOWEVER, INSTALLING OR USING THE PROGRAM INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1 COPYRIGHT; OWNERSHIP

You acknowledge that all copyrights and other intellectual property rights in the Program are owned by JVC and its licensor, and remain vested in JVC and such licensor. The Program is protected under the copyright law of Japan and other countries, and related Conventions.

2 GRANT OF LICENCE

- ① Subject to the conditions of this Agreement, JVC grants to You a non-exclusive right to use the Program. You may install and use the Program on a HDD or other storage devices incorporated in Your PC.
- ② You may make one (1) copy of the Program solely for your personal backup or archival purposes.

3 RESTRICTION ON THE PROGRAM

- ① You may not reverse engineer, decompile, disassemble, revise or modify the Program, except to the extent that expressly permitted by applicable law.
- ② You may not copy or use the Program, in whole or in part, other than as expressly specified in this Agreement.
- ③ You have no right to grant a licence to use the Program, and may not distribute, rent, lease or transfer the Program to any third party or otherwise let them use the Program.

4 LIMITED WARRANTY

JVC warrants that any media in which the Program is embodied are free from any defects in materials and workmanship for a period of thirty (30) days from the date of Your purchasing any our products accompanying the Program. JVC's entire liability and your exclusive remedy in connection with the Program shall be replacement of such defective media. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, JVC AND ITS LICENSORS DISCLAIM ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE PROGRAM AND THE ACCOMPANYING PRINTED MATERIALS. SHOULD THERE BE ANY PROBLEM ARISING FROM OR CAUSED BY THE PROGRAM, YOU SHOULD SETTLE ALL SUCH PROBLEM AT YOUR OWN COST AND EXPENSE.

5 LIMITED LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL JVC AND ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PROGRAM, EVEN IF JVC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU WILL INDEMNIFY AND HOLD HARMLESS JVC FROM ANY LOSS, LIABILITY OR COST ARISING OUT OF OR IN ANY WAY CONNECTED TO CLAIMS FROM ANY THIRD PARTY RELATING TO THE USE OF THE PROGRAM.

6 TERM

This Agreement will become effective on the date when You install and use the Program on Your machine, and continue to be in effect until the termination under the following provision.

Should You breach any provision of this Agreement, JVC may terminate this Agreement without giving any notice to You. In this event, JVC may claim against You for any damages caused by Your breach. Should this Agreement be terminated, You must immediately destroy the Program stored in Your machine (including the erasing from any memory in Your PC), and no longer own such Program.

7 EXPORT CONTROL

You agree that You will not ship, transfer or export the Program or underlying information and technology to any countries to which Japan and other relevant countries have initiated an embargo on such goods.

8 U.S. GOVERNMENT USER

If You are an agency of the United States of America (the "Government"), You acknowledge JVC's representation that the Program is a "Commercial Item" as defined in Federal Acquisition Regulation (FAR) part 2.101 (g) consisting unpublished "Commercial Computer Software" as those items are used at FAR part 12.212 and is only licenced to You with the same use rights JVC grants all commercial end users pursuant to the terms of this Agreement.

9 GENERAL

- ① No modification, change, addition, deletion or other alternation of or to this Agreement will be valid unless reduced to writing and signed by an authorized representative of JVC.
- ② If any part of this Agreement is held invalid by or in conflict with any law having jurisdiction over this Agreement, the remaining provisions will remain in full force and effect.
- ③ This Agreement shall be governed by and interpreted under the laws of Japan. The Tokyo District Court has jurisdiction over all disputes which may arise with respect to the execution, interpretation and performance of this Agreement.

Victor Company of Japan, Limited

Memo:

- If You acquired the Program in Germany, the provisions of Sections 4 (Limited Warranty) and 5 (Limited Liability) provided above will be replaced with those of the German version of this Agreement.

CAUTION:

- Operate this equipment according to the operating procedures described in this manual.
- Use only the provided CD-ROM. Never use any other CD-ROM to run this software.
- Do not attempt to modify this software.
- Changes or modifications not approved by JVC could void user's authority to operate the equipment.

How to handle a CD-ROM :

- Take care not to soil or scratch the mirror surface (opposite to the printed surface). Do not write anything or put a sticker on either the front or back surface. If the CD-ROM gets dirty, gently wipe it with a soft cloth outward from the center hole.
- Do not use conventional disc cleaners or cleaning spray.
- Do not bend the CD-ROM or touch its mirror surface.
- Do not store your CD-ROM in a dusty, hot or humid environment. Keep it away from direct sunlight.

You can find the latest information (in English) on the provided software program at our world wide web server at <http://www.jvc-victor.co.jp/english/global-e.html>