Software License Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING, INSTALLING, MAKING AN ARCHIVAL COPY OF, OR EMBEDING IN ANOTHER PROGRAM LINUX ETERNUS MULTIPATH DRIVER. USE, INSTALLATION, MAKING AN ARCHIVAL COPY OF, OR EMBEDDING INTO ANOTHER PROGRAM OF THE PRODUCT INDICATES YOUR UNDERSTANDING AND ACCEPTANCE OF ALL OF THE FOLLOWING TERMS AND CONDITIONS. FOR THE PURPOSE OF THESE TERMS AND CONDITIONS, "YOU" SHALL MEAN YOUR EMPLOYER (INCLUDING CONTRACTOR AS THE CASE MAY BE).

I. LICENSE AND COPYRIGHTS

I. LICENSE AND COPYRIGHTS
FUJITSU LIMITED ("FUJITSU") grants YOU a limited, non-exclusive license to use the software specified below and documentation enclosed in this package ("Product") on computers (running the specified operating system), and to copy the Product, in each case, solely as expressly permitted hereunder. For the avoidance of doubt, you acquire hereunder only a limited right to use the Product, and FUJITSU (or developer of the Product) retains all rights, including but not limited to copyrights, in and to the Product.

Name of the Software: Linux ETERNUS Multipath Driver

II. INSTALLATION

YOU may install and use the Product on computers.

III. ARCHIVAL COPY

YOU may make one (1) archival copy of the Product.

IV. EMBEDDING

If the Product is expected to be used embedded in another program, YOU may embed the Product, in whole or in part, in such other program, in accordance with the procedure described in the applicable documentation.

V. COPIES

1. The Product is protected by the copyright laws of Japan and international copyright treaties. YOU may not copy the Product except as expressly provided in Paragraphs II – IV above. If YOU embed the Product in another program pursuant to Paragraph IV, YOU may not make copies of the Product as so embedded other than one (1) archival copy unless expressly otherwise licensed by FUJITSU. In no event may YOU make a copy of the Product which incorporates the copy protection function.

2. If YOU make copies of the Product as permitted herein, YOU may not change, delete, or otherwise diminish the effect of the copyright notice originally affixed to the Product.

3. All terms and conditions contained herein shall apply to the copies of the Product.

VI. ASSIGNMENT

YOU may not rent, lease, sublicense, assign, transfer or create lien against the Product.

VII. MODIFICATION

YOU may not modify or, except to the extent expressly permitted by applicable law, reverse engineer (including, without limitation, decompile and disassemble) the Product, and YOU may not permit others to do so.

VIII. NO WARRANTY/ LIMITATION OF LIABILITY
YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PROGRAM AND RELATED DOCUMENTATION ARE PROVIDED "AS IS"
WITHOUT A WARRANTY OF ANY KIND.ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY
INPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY
EXCLUDED. FUJITSU WILL NOT PROVIDE YOU WITH ANY SUPPORT OR MAINTENANCE SERVICES FOR THE PRODUCT. IN NO
EVENT SHALL FUJITSU BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, DIRECT, INDIRECT,
CONSEQUENTAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY
ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT EVEN IF FUJITSU HAS BEEN ADVISED OF THE POSSIBILITY
OF SUCH DAMAGES.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of Japan.

X. DISPUTE RESOLUTION

All disputes arising out of, in relation to this agreement shall be brought exclusively in Tokyo District Court, Japan.

XI. MISCELLANEOUS

1. The terms and conditions hereof represent the complete agreement concerning this license between the parties and supersede all prior or contemporaneous written communications between them. In the event that any additional terms or conditions are provided in the accompanied documentation, YOU must also comply with such terms and conditions.

2. YOU agree to comply with all applicable export laws and regulations.

3. If YOU are an agency or instrumentality of the United States Government, the Product consists of "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, or similar clauses in the NASA FAR Supplement, as applicable, use, reproduction and disclosure of the Product is governed by the terms of this Agreement.