

ソフトウェア使用許諾契約書

株式会社 日立製作所
ICT 事業統括本部

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別紙 1 対象製品一覧

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コンバースドネットワークボード	限定せず	ファームウェア	SLA	別紙 2

別紙 2

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Vice President

Global Commercial Law Group

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Fax: (610) 712-1450

10.7 Severability. If any term, condition, or provision of this Agreement, or portion of this Agreement, is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this

Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.8 Other Rights. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party or any third party any license or other right except, solely as to the parties hereto, the rights expressly granted hereunder.

10.9 Integration; Modification. This Agreement embodies the final, complete and exclusive statement of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous representations, descriptions, courses of dealing, or agreements in regard to such subject matter. No amendment or modification of this Agreement shall be valid or binding upon the parties unless stated in writing and signed by an authorized representative of each party.

10.10 Publicity. All publicity concerning this transaction referring to the other party shall require the other party's prior written approval which shall not be unreasonably withheld.

10.11 Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Neither party, nor its agents or employees, shall be deemed to be the agent, employee, joint venture partner, partner or fiduciary of the other party. Neither party shall have the right to bind the other party, transact any business on behalf of or in the name of the other party, or incur any liability for or on behalf of the other party.