

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

本ソフトウェアには、別紙 1 に記載のとおり、第三者ソフトウェアが含まれています。お客様は、第三者ソフトウェアに適用される使用許諾条件（別紙に記載）のうち、お客様が使用する本ソフトウェアに適用される使用許諾条件をすべて必ずお読みの上、当該ご使用条件をご承諾ください。

別紙 1 対象製品一覧

| 対象製品 | | 第三者ソフトウェア | |
|--------------------------------|-------|-------------------|--------|
| 名称 | バージョン | ライセンス名称 | 使用許諾内容 |
| Broadcom 1G LAN ドライバ、 BACS4 | 限定せず | LICENSE AGREEMENT | 別紙 2 |

LICENSE AGREEMENT

This is a legal agreement between you ("Licensee") and Broadcom Corporation. ("BROADCOM"). BY OPENING THE SOFTWARE PACKAGE, CLICKING ON THE "ACCEPT" BUTTON OF ANY ELECTRONIC VERSION OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") OR ACCESSING OR INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. If you do not agree to the terms of this Agreement, promptly click on the "Decline" Button and cease all further access to or use of the Software made available by BROADCOM.

Definitions. For purposes of this Agreement: (i) "BROADCOM Products" means certain proprietary semiconductor products of BROADCOM incorporated in the equipment purchased by Licensee; (ii) "Documentation" means any and all written technical documentation furnished to Licensee during the term of this Agreement that relates to the Software; and (iii) "Software" means the BROADCOM driver software made available for download or otherwise provided to Licensee by BROADCOM or its licensees.

License. Subject to the terms and conditions of this Agreement, BROADCOM grants to Licensee the non-exclusive, non-transferable, personal, revocable right to use the Software only in connection with BROADCOM Products, and to make one (1) copy of the Software for back-up or archival purposes only.

Restrictions. This Software is protected by U.S. Copyright Law. This Software is licensed, not sold. Licensee may not use, disclose, modify, reproduce or distribute the Software except as expressly permitted in this Agreement. No license is granted to Licensee in any human readable code of the Software (source code). Licensee shall not decompile, reverse engineer, modify, or otherwise attempt to derive source code from the Software except to the extent that these activities may not be prohibited under applicable law. Additionally, Licensee may not remove, efface or otherwise obscure any proprietary notices, labels, or marks on the Software or Documentation. Licensee agrees that each copy of the Software and Documentation will include reproductions of

all proprietary notices, labels or marks included therein. BROADCOM retains all right, title and interest in and to the Software. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY BROADCOM.

Term and Termination. This license will expire fifty (50) years from the date that Licensee first uses the Software, if it is not earlier terminated. Licensee may terminate it by destroying the Software and Documentation and all copies thereof. This license will also terminate if Licensee fails to comply with any term or condition of this Agreement. Upon termination, Licensee shall destroy the Software and Documentation and all copies thereof that are in Licensee's possession or control.

No Support. Nothing in this Agreement shall obligate BROADCOM to provide any support for the Software including without limitation any obligation to correct any defects or provide any updates to the Software to Licensee.

No Warranty / Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE AND ALL DOCUMENTATION AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE OR DOCUMENTATION ARE PROVIDED "AS IS" AND WITH ALL FAULTS AND BROADCOM MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND BROADCOM SPECIFICALLY DISCLAIMS ALL IMPLIED (IF ANY) WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, QUIET ENJOYMENT, QUIET POSSESSION OR CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES LIES WITH LICENSEE.

Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BROADCOM OR ITS SUPPLIERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF OR

INABILITY TO USE THE SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR REASONABLE CARE), NEGLIGENCE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER CLAIM FOR PECUNIARY OR OTHER LOSS WHATSOEVER, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY, EVEN IF BROADCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Limitation of Liability and Remedies. NOTWITHSTANDING ANY DAMAGES YOU MAY INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF BROADCOM AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID FOR THE SOFTWARE ITSELF OR U.S. \$1. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Confidentiality. "Confidential Information" means any trade secrets, confidential data, or other confidential information relating to or used in the Software. Licensee shall not use or disclose Confidential Information except as expressly permitted hereunder and shall use all reasonable efforts to protect the confidentiality thereof. Licensee agrees and acknowledges that the structure, sequence and organization of the Software are the valuable trade secrets of BROADCOM, and thus constitute Confidential Information under this Agreement.

Export Regulations. Licensee understands that BROADCOM is subject to regulation by agencies of the U.S., government, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. Any and all obligations of BROADCOM to provide as well as any other

technical assistance, shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of commerce, Bureau of Export Administration. Licensee warrants that it will comply in all respects with the Export Administration Regulations and all other export and re-export restrictions applicable to the software and documentation licensed hereunder.

Non-Assignability. Licensee may not sell, transfer, assign or subcontract any right or obligation set forth in this Agreement without the prior written consent of BROADCOM. Any act in derogation of the foregoing shall be null and void.

Government Customers. If any of the rights or licenses granted hereunder are acquired by or on behalf of a unit or agency of the United States Government, this Section applies. The Software is a trade secret of BROADCOM for all purposes of the Freedom of Information Act and is, in all respects, proprietary data belonging solely to BROADCOM. The Software: (i) was developed at private expense, is existing computer software, and no part of it was developed with government funds, (ii) is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19 and its successors, (iii) is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense (DoD), the Software is licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the Federal Acquisition Regulation ("DFARS"), 252.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and its successors, and use, duplication, or disclosure is subject to the restrictions set forth in subdivision (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. The Contractor/manufacturer of the Software is Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92718. If the Software is acquired under a GSA Schedule, Licensee agrees to refrain from: (a) changing or removing any insignia or lettering from such software or the documentation that is provided; (b) producing copies of related manuals or media (except for backup purposes); and (c) allowing any third party to do that which is prohibited in this Section.

Miscellaneous. BROADCOM and Licensee are independent contractors. This is the entire Agreement between the parties relating to the subject matter hereof, supersedes any and all prior proposals, agreements and representations between the parties, whether written or oral, and no waiver, modification or amendment of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the State of California without reference to conflict of laws principles. The parties expressly stipulate that the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.