

# ソフトウェア使用追加条件書

SLA30387t

お客様へのお願い

- 本ソフトウェア使用追加条件書（以下「本追加条件書」といいます。）は、ソフトウェア使用許諾契約書の「ソフトウェアのご使用条件」（以下「使用許諾契約書」といいます。）に次の変更を加えるものです。本追加条件書の定めと使用許諾契約書の定めが異なる場合、本追加条件書の定めが優先して適用されるものとします。
- 本ソフトウェアには、第三者ソフトウェアが含まれています。第三者ソフトウェアの使用については、本追加条件書の定めに加え、以下の URL に記載されている第三者ソフトウェア使用許諾条件が適用されます（本追加条件書の定めと、第三者ソフトウェア使用許諾条件の定めが異なる場合、第三者ソフトウェア使用許諾条件の定めが優先して適用されます）。お客様は、第三者ソフトウェア使用許諾条件を必ずお読みの上、ご使用条件をご承諾ください。  
URL: [http://www.hitachi.co.jp/jpl/trial/trialv11/sla/SLA30387t/index\\_jp.html](http://www.hitachi.co.jp/jpl/trial/trialv11/sla/SLA30387t/index_jp.html)
- 本追加条件書に本追加条件書の英訳が添付されている場合、当該英訳は、参考として提供するものです。そのため、本追加条件書は、本追加条件書の日本語文に従い成立、解釈、履行等がされるものとします。また、本追加条件書の日本語文と英訳に異なる内容がある場合、日本語文の定めが適用されるものとします。

## 1. 使用許諾契約書第 6 条を次のとおり変更します。

第 6 条 本ソフトウェアには、「外国為替及び外国貿易法」又は米国輸出管理規則で規制される技術が含まれています。このため、お客様は、次の各号に該当する取扱いを一切、行ってはならないものとします。なお、この禁止行為は、本ソフトウェアの姿形、提供形態等を変更された場合も適用されます。

- (1) 「外国為替及び外国貿易法」及び米国輸出管理規則にて禁止されている国・地域に輸出又は持ち出すこと。なお、これらの国・地域は「外国為替及び外国貿易法」及び米国輸出管理規則の改正により変更されるので、最新の「外国為替及び外国貿易法」及び米国輸出管理規則に従うこと。
- (2) 前号に規定されている国・地域の国籍を有する者に対して、米国輸出管理規則にてみなし輸出又はみなし再輸出とみなされる提供を行うこと。(3) 経済産業省の発行する外国ユーザーリスト若しくは米国輸出管理規則で定められている Denied Persons List 若しくは Entity List 又はこれらに相当するリストに提供禁止の旨の記載がされている者に提供すること。
- (4) 前 3 号に定めるほか、「外国為替及び外国貿易法」又は米国輸出管理規則等外国の輸出関連法規で禁止されている行為を行うこと。

## 2. お客様は、直接又は間接を問わず、本ソフトウェアの全部若しくは一部を単独で、他の製品と組み合わせ、又はこれらを他の製品の一部として、本条第 1 項で禁止されている取扱い以外の次の各号に該当する取扱いをする場合、「外国為替及び外国貿易法」の規制及び米国輸出管理規則等外国の輸出関連法規を確認の上、必要な手続をとるものとします。

- (1) 輸出するとき。
- (2) 海外へ持ち出すとき。
- (3) 非居住者へ提供し、又は使用させるとき。
- (4) 前 3 号に定めるほか、「外国為替及び外国貿易法」又は外国の輸出関連法規に定めがあるとき。

以 上

**This English translation is offered as a reference. As a result, these Additional Conditions will be created, interpreted and executed in accordance with the Japanese text of these Additional Conditions. In addition, if there are differences in the details of the Japanese and English Additional Conditions, the provisions in the Japanese text will apply.**

## **Software Additional Conditions of Use**

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Request to customers

- These Software Additional Conditions of Use (the “Additional Conditions”) make the following amendments to the Software Conditions of Use of the Software License Agreement (the “License Agreement”). If there is any difference between the provisions of these Additional Conditions and the provisions of the License Agreement, the provisions of these Additional Conditions will apply.
- The Software includes the third party software (the “Third Party Software”) and use of the Third Party Software is subject to the respective license terms of the Third Party Software (the “Third Party Terms”) which are listed in the following URL. In the event of a conflict between these Additional Conditions and the Third Party Terms, the applicable Third Party Terms will apply. Please be sure to read all Third Party Terms as well as the Additional Conditions, and accept the terms and conditions.  
URL: [http://www.hitachi.co.jp/jp1/trial/trialv11/sla/SLA30387t/index\\_en.html](http://www.hitachi.co.jp/jp1/trial/trialv11/sla/SLA30387t/index_en.html)
- If there is an English translation of these Additional Conditions attached, the English translation is offered as a reference. As a result, these Additional Conditions will be created, interpreted and executed in accordance with the Japanese text of these Additional Conditions. In addition, if there are differences in the details of the Japanese and English Additional Conditions, the provisions in the Japanese text will apply.

1. Article 6 of the License Agreement will be amended as follows:

### **Article 6**

1. The Software contains technologies regulated by the Foreign Exchange and Foreign Trade Act or the Export Administration Regulations. Thus, whether or not such Software is changed for, including, but not limited to, the package or the form to provide, the customer may not handle the Software, in any of the following ways:
  - (1) By exporting or taking the Software to the country / region regulated by the Foreign Exchange and Foreign Trade Act or the Export Administration Regulations. Provided, however, that if the abovementioned country / region to which the exporting or taking the Software is prohibited in this Paragraph change due to amendment to the Foreign Exchange and Foreign Trade Act or the Export Administration Regulations, the customer shall obey such current act or regulations;
  - (2) By providing to citizens of the country / region provided in the previous Subparagraph of this Article who are not citizens or permanent residents of the country / region except for the country / region provided in the previous Subparagraph;
  - (3) By providing to a person to whom provision is prohibited as stated on the End User List issued by the Ministry of Economy, Trade and Industry, the Denied Persons List or the Entity List provided by the Export Administration Regulations, or any equivalent lists; or
  - (4) By acting in a manner prohibited by the Foreign Exchange and Foreign Trade Act or foreign export-related regulations such as the Export Administration Regulations that is not otherwise provided in the preceding three Subparagraphs.
2. If the customer, whether directly or indirectly, handles the Software in any of the following ways other than those prohibited in Article 6.1, whether in whole or independent parts, in conjunction with another product, or as part of any other product, the customer shall take all necessary steps with the prior written consent of the Company and upon verification of the regulations of the Foreign Exchange and Foreign Trade Act and foreign export-related regulations such as the Export Administration Regulations:
  - (1) By exporting;
  - (2) By taking to a foreign country;
  - (3) By supplying to or allowing use by a non-resident; or
  - (4) By any other way provided for in the Foreign Exchange and Foreign Trade Act or foreign export-related regulations that are not provided for in the preceding three Subparagraphs.

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