

## ソフトウェア使用許諾契約書

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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	名称	ライセンス名称	使用許諾内容
UPS HTX3000RMLV2U HTX3000RMHV2U	—	ライセンス条件	エンドユーザー・ ライセンス契約	別紙 2
Firmware Upgrade Wizard	4.1.1.75165	Launch4j	The MIT License	別紙 3
		log4j	Apache License	別紙 4
	v5.0.3	ASM bytecode Manipulation Framework	—	別紙 5
	v4.3	BSDiff v4.3	—	別紙 6
	1.0	CodeViewer	—	別紙 7
	3.2.0	Cryptix AES	—	別紙 8
	0.10k	CUP parser Generator for Java	—	別紙 9
	level 2 & 3	Document Object Model (DOM)	—	別紙 10
	v0.5	Dynalink	—	別紙 11
	—	Elliptic Curve Cryptography	—	別紙 12
	ECMA-262 Edition 5.1	ECMAScript Language	—	別紙 13
	—	Dynalink library	—	別紙 14
	—	Joni library	—	別紙 15
	2.5	FontConfig	—	別紙 16

Firmware Upgrade Wizard	—	IAIK PKCS#11 Wrapper	—	別紙 17
	4.0.1 4.4	ICU4C ICU4J	—	別紙 18
	6b	IJG JPEG	—	別紙 19
	v1.1.9	Joni	—	別紙 20
	v3.0	JOpt-Simple	—	別紙 21
	—	Kerberos functionarity	—	別紙 22
	—	Kronos OpenGL headers	—	別紙 23
	1.6.16	libpng	—	別紙 24
	5.1.1 4.1.3	GIFLIB libungif	—	別紙 25
	2.7	Little CMS	—	別紙 26
	v4.1	Mesa 3-D graphics library	—	別紙 27
	—	Mozilla Network Scurity Service (NSS)	—	別紙 28
	v1.1.1	PC/SC Lite for Suse Linux	—	別紙 29
	v4	PorterStemmer	—	別紙 30
	v.20050510	Relax NG Object/Parser	—	別紙 31
	V1.12	RelaxNGCC	—	別紙 32
	2.0.1	SAX	—	別紙 33
	2b	SoftFloat	—	別紙 34
	1.5	Sparkle	—	別紙 35
	—	Thai Dictionary	—	別紙 36

Firmware Upgrade Wizard	6.2.0	Unicode	—	別紙 37
	21.0.1	CLDR		
	v3.01	UPX	—	別紙 38
	1.0	Xfree86-Vidmode Extention	—	別紙 39
	6.8.2	X Windows System	—	別紙 40
	v1.2.8	zlib	—	別紙 41
	3.2	Apache Commons Math	Apache License	別紙 42
	10.11.1.2	Apache Derby		
	5.1	Apache Jakarta BCEL		
	1.4	Apache Jakarta Regexp		
	1.5.4	Apache Santuario XML Security for Java		
	2.7.1	Apache Xalan-Java		
	2.10.0	Apache Xerces Java		
	1.1	Apache XML Resolver		
	0.5	Dynalink		
	—	Microsoft DirectShow – Base Classes	—	別紙 43
	—	Apache Batik	Apache License	別紙 44
	—	ASM	—	別紙 45
	—	JPEG	—	別紙 46
	—	ANTLR	—	別紙 47
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	1.2.2	zlib	—	別紙 51
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### ライセンス条件

#### エンドユーザー・ライセンス契約

(2013-03-21)

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下記に規定される各要件に準拠する限り、承認されたアプリケーションを配布または利用可能な状態にすることができます。

- (i) 承認されているアプリケーションに、お客様の有効な著作権表示を入れること、および
- (ii) 納品された状態でソフトウェア製品に表示されている、またはソフトウェア製品に関して承認されているアプリケーションの詳細ボックスに表示されている、およびお客様の承認されたアプリケーションの各コピーと共に配布される該当する何らかの印刷マニュアルに表示されている可能性がある、著作権、商標、特許またはその他の産業財産権もしくは知的財産権の表示を削除しないまたはわかりにくくしないこと、および
- (iii) シュナイダー・エレクトリックの名前、ロゴまたは商標を使用して、承認されたアプリケーションを市販しないまたは同定しないこと。ただし、シュナイダー・エレクトリックとの別の契約によりその権利が与えられる場合またはシュナイダー・エレクトリックが事前に書面による明示的な了解を与えた場合は、その限りではありません。
- (iv) お客様は、契約、保証、(過失を含む) 不法行為、厳格責任、法令またはその他のいずれに基づくかを問わず、お客様の承認されたアプリケーションの使用または配布から生じるまたはそれらに起因するいかなる請求からもシュナイダー・エレクトリックを免責し、保護し、擁護します。これには、事業の損失、利益の損失、事業の中断、弁護士費用を含む訴訟、データの損失またはその他一切の金銭的もしくは非金銭的損失もしくは被害に対する損害賠償が含まれますが、これに限定されません。ただし、お客様による補償の契約上の義務は、シュナイダー・エレクトリックの過失に起因する原告の損害賠償や被害、もしくは和解金が占める割合、またはいずれかの国(該当する場合、連邦もしくは州レベル)における法律上の問題としてシュナイダー・エレクトリックに課される厳格責任にまで及ぶことはありません。上記の免責義務は、本使用許諾書の有効期限満了または解除後も存続します。および
- (v) 承認されたアプリケーションの一部として以外、サードパーティによるソフトウェア製品(加えられた変更を含む)の再配布を許可しないこと、および
- (vi) お客様の取引先に、お客様の承認されたアプリケーションを使用する権利を付与するお客様自身のライセンス契約すること。上記ライセンス契約は、本使用許諾書に十分に類似しており、拘束性が決して緩和されていないこと、および

(vii) それ以外においては本使用許諾書の条件に従うこととします。

3.3 ソフトウェア製品の組み込みまたは統合。ソフトウェア製品を自身の製品またはサードパーティの製品に組み込むか、または統合することができます。ただし以下を条件とします。

(i) ソフトウェア製品の有効なライセンスをシュナイダー・エレクトリックまたは公認再販業者から付与されていること、および

(ii) 組み込みまたは統合は、上記マニュアルに、関連する指示または推奨事項が含まれている限りにおいて、ソフトウェアマニュアルに従った方法で行うこと。および

(iii) お客様は、お客様自身の製品および当該サードパーティ製品について、権限を付与されたアプリケーションに関して本書で規定された要件とそれぞれ同じ要件に準拠します。当該前述要件は、お客様がソフトウェア製品を組み込むまたはその他の方法でソフトウェア製品を統合するお客様の製品またはサードパーティの製品に変更すべきところは変更して適用され、前述の条項の「承認されたアプリケーション」という用語への言及は、本項の目的上、それがソフトウェア製品を組み込むまたはその他の方法で統合している、お客様自身の製品またはサードパーティの製品への言及であるとみなします。

(iv) お客様は、お客様の取引先に、お客様自身の製品またはお客様がソフトウェア製品を組み込むかもしくはその他の方法でソフトウェア製品を統合するサードパーティ製品を使用する権利を付与する、お客様自身のライセンス契約を提供すること。上記ライセンス契約は、本使用許諾書に十分に類似しており、拘束性が決して緩和されていないこと。

(v) お客様は、契約、保証、(過失を含む) 不法行為、厳格責任、法令またはその他のいずれに基づくかを問わず、お客様がソフトウェア製品をお客様自身の製品またはサードパーティ製品に組み込むか、もしくはその他の方法で統合することから生じる、またはそれらに起因するいかなる請求からも、シュナイダー・エレクトリックを免責し、保護し、擁護します。これには、事業の損失、利益の損失、事業の中断、弁護士費用を含む訴訟、データの損失またはその他一切の金銭的もしくは非金銭的損失もしくは被害に対する損害賠償が含まれますが、これに限定されません。ただし、お客様による補償の契約上の義務は、シュナイダー・エレクトリックの過失に起因する原告の損害賠償や被害、もしくは和解金が占める割合、またはいずれかの国（該当する場合、連邦もしくは州レベル）における法律上の問題としてシュナイダー・エレクトリックに課される厳格責任にまで及ぶことは

ありません。上記の免責義務は、本使用許諾書の有効期限満了または解除後も存続します。  
および

(vi) それ以外においては本使用許諾書の条件に従うこととします。

#### 4. インストール、メンテナンスおよびサポートのサービス

お客様は、マニュアルの諸条件に従い、ソフトウェア製品の適切なインストールを行う責任を負っており、これに関連するすべての経費を負担します。シュナイダー・エレクトリックは、別の契約に定義されていない限りソフトウェア製品に関連してメンテナンスサービスまたはサポートサービスを提供しません。

#### 5. アップデートポリシー

5.1 シュナイダー・エレクトリックがソフトウェア製品のアップデートバージョンを作成した場合、お客様がシュナイダー・エレクトリックまたはその公認再販業者との間に有効なメンテナンス契約を結んでいない限り、シュナイダー・エレクトリックはそのアップデートを提供する義務を負いません。

5.2 お客様がソフトウェアのアップデートバージョンを受け取る資格を有する場合、そのアップデートされたバージョンのライセンス条件は、本使用許諾書の条件とし、アップデートバージョンが提供された時点で条件が発展した場合はそれに準拠します。

5.3 本使用許諾書においてソフトウェア製品という場合は、シュナイダー・エレクトリックまたは公認再販業者により提供されたアップデートバージョンが含まれます。

#### 6. ライセンスキー

6.1 お客様は、ソフトウェア製品がロックにより保護されている場合、シュナイダー・エレクトリックまたはその公認再販業者によりまたはこれらを代理して、お客様またはお客様の利益のために他者に提供された、有効なソフトウェアキーコードまたはハードウェアキー（「ライセンスキー」）と共に使用しない限り、ソフトウェア製品が使用できないことを認めます。

6.2 お客様は、かかるライセンスキーを提供対象であるソフトウェア製品にのみ使用することに同意します。シュナイダー・エレクトリックは独自の裁量によりお客様から該当するライセンス料金（ある場合）を受け取る前に、ライセンスキーを提供することがありますが、その場合でも、お客様はシュナイダー・エレクトリックに対し当該料金を支払う義務を負います。

6.3 ソフトウェア製品およびライセンスキーが提供される媒体のあらゆるリスクは、納品時にお客様に移ります。納品後、ソフトウェア製品またはライセンスキーが紛失、盗難または破壊された場合、シュナイダー・エレクトリックはソフトウェア製品またはライセンスキーを再供給する必要がありません。

6.4 ライセンスキーを紛失、盗難または破壊した場合で、シュナイダー・エレクトリックがライセンスキーを再供給することに同意した場合、シュナイダー・エレクトリックがお客様に代わりのライセンスキーを提供する前に、お客様は、以下を行う必要があります。

(i) お客様が署名した法定宣言をシュナイダー・エレクトリックに提供し、これにおいて、再供給されるソフトウェア製品もしくはライセンスキーをお客様が恒久的に紛失もしくは破損したことを確認し、お客様がソフトウェア製品もしくはライセンスキーをいかなる形式においても保持していないこと、または当該製品もしくはライセンスキーが、お客様が所有、運営もしくは管理する他のソフトウェアもしくはシステムに含まれていないことを確認します。

(ii) 再供給に関連するシュナイダー・エレクトリックのその他の指示に従うこと。

6.5 ライセンスキーに不具合がある場合、その不具合がシュナイダー・エレクトリックの作為または不作為に起因する場合、シュナイダー・エレクトリックは、シュナイダー・エレクトリックが指定した保証期間内に不具合のあるライセンスキーが返却された場合、そのライセンスキーを交換します。下記の第 9 条「保証」に従い、不具合のあるライセンスキーが前述の保証期間内に返却されなかった場合、その時点でシュナイダー・エレクトリックが通知する管理費を支払えば、シュナイダー・エレクトリックはライセンスキーを交換します。

## 7. 権原

ソフトウェア製品、およびソフトウェア製品で具体的に示されているすべての権利、権原、利害、技術およびノウハウ（特許の有無に関わらず）、およびソフトウェア製品に付属するすべての産業財産権もしくは知的財産権またはその両方は、シュナイダー・エレクトリックが引き続き独占所有しますが、ソフトウェア製品に組み込まれているまたはその他ソフトウェア製品と共にお客様に提供されたサードパーティソフトウェアは除外されます。

本使用許諾書に示されている内容は、シュナイダー・エレクトリックのソフトウェア製品の財産権をお客様に譲渡することを意味するものではなく、本使用許諾書で特に付与されていないすべての権利は、シュナイダー・エレクトリックが留保します。シュナイダー・エレクトリックは、お客様にソフトウェア製品を売却するのではなく、本使用許諾書において定義されているライセンス権を付与しているに過ぎません。

ソフトウェア製品に組み込まれているまたはその他ソフトウェア製品と共にお客様に提供されているサードパーティソフトウェアに関連するすべての産業財産権もしくは知的財産権またはその両方は、引き続き該当するサードパーティに帰属するものとし、当該サードパーティの財産権の所有権がお客様に移譲されたとは一切見なされずまたは暗示もされません。

お客様は、ソフトウェア製品について、シュナイダー・エレクトリックの財産権の侵害に気づいた場合、ただちに当該侵害をシュナイダー・エレクトリックに通知し、シュナイダー・エレクトリックの利害を守るためにシュナイダー・エレクトリックが求めるすべての関連情報を提供します。

## 8. 商標

ソフトウェア製品に含まれているシュナイダー・エレクトリックおよびその他の商標は、シュナイダー・エレクトリック・グループの登録商標です。法令によって明示的に別の規定がなされていない限り、ソフトウェア製品にある商標、社名、製品名、ロゴ、著作権またはその他の財産権通知、キャプション、記号またはラベルを削除したり、変更したりすることはできません。本使用許諾書では、お客様に対し、シュナイダー・エレクトリックまたはその公認再販業者の名前または商標を使用する権限を付与しておりません。

## 9. 保証

9.1 シュナイダー・エレクトリックは、シュナイダー・エレクトリックまたはその公認再販業者がお客様に納品した日付から 90 日の期間（または、シュナイダー・エレクトリックのウェブサイトから入手できるソフトウェア 製品の参考資料およびその関連説明に 応じて、その他の保証期間）にわたり、(i) ソフトウェア製品が十分にそのマニュアルに従って機能すること、および (ii) ソフトウェア製品がお客様に提供されたときの 媒体（もし有形で提供された場合）およびライセンスキー（該当する場合）が、材料および仕上がりにおいて瑕疵がないことを保証します。

シュナイダー・エレクトリックの前述の限定保証に関する唯一の義務およびお客様に対する唯一の救済措置は、シュナイダー・エレクトリックの選択により、ソフトウェア製品のために支払われた（該当する場合）の料金を返金すること、または瑕疵もしくは不履行を修正すること、または不具合のあるソフトウェア 製品、媒体またはライセンスキーを無料で交換することです。ただし (i) お客様がシュナイダー・エレクトリック またはその公認再販業者に対して上記に示されている保証期間内に瑕疵について 通知することを条件とします。また、(ii) この瑕疵は、下記の第 9 条 2 項に基く例外に該当しません。

9.2 シュナイダー・エレクトリックの保証は、例えば、ソフトウェア製品、その媒体またはライセンスキーがシュナイダー・エレクトロニックがソフトウェア製品との使用を意図していないサードパーティ製品（ハードウェア、ソフトウェア、ファームウェアまたは OS）と共に使用された場合、またはソフトウェア 製品と共に不適切なハードウェアまたはソフトウェアキー（該当する場合）を使用した場合、またはソフトウェア製品の承認されていないメンテナンスを行った場合など（ただし、これに限定され ません）、事故、悪用、不作為、または異常な使用方法のために改ざんされたか、または何らかの方法で機能しない場合には、除外されるものとします。

上記第 9 条 1 項に従い、お客様に提供される交換用ソフトウェア製品、媒体またはライセンスキーは、元の 90 日の保証期間の残りの日数または 30 日間のうちの長いほうの期間保証されます。国によっては法律により（連邦あるいは州レベルのいずれかにおいて）明示的または黙示的保証期間に制限を設けることが許可されていないため、上記またはその他の制限がお客様に適用されない場合があります。この場合、保証期間は、上述の国で法律上許可されている最短保証期間に限定されます。

9.3 お客様がソフトウェア製品をインストール、コピー、実行、またはその他の方法で使用する国で適用される法律で許容される限りにおいて（該当する場合は連邦および州レベルの両方において）、シュナイダー・エレクトリックは、ソフトウェア製品、そのア

アップデート、およびそのマニュアルについて、本第 9 条に記載されているもの以外の保証を行わず、明示または黙示を問わず、他のすべての保証または表明を明示的に放棄します。かかる放棄には、特定目的への適合性、市場性、非侵害、権原、またはサンプルの保証一切が含まれますが、これに限定されません。さらに、シュナイダー・エレクトリックは、ソフトウェア製品に含まれているまたは示されている情報の精度を保証するために適切な措置をとりましたが、ソフトウェア製品またはそのマニュアルに含まれているまたは示されている情報がお客様の要件、期待または目的にかなうものであるかどうかは、明示的にも黙示的にも、いかなる保証も表明もいたしません。

9.4 シュナイダー・エレクトリック、公認再販業者、代理店もしくは従業員またはこれを代理する者により提供されたと申し立てられる、口頭または書面による情報、文書、意見または助言が、義務を生じ、何であれ本使用許諾書に示されている保証範囲を拡大または変更することは、一切ありません。

## 10. 法的責任

ソフトウェア製品がお客様のみのリスクで使用されること、ならびに満足のいく品質、性能、精度、および努力に関するリスクすべては被許諾者であるお客様が負うことを、お客様は明示的に認め、承諾するものといたします。適用される法律で許容される限りにおいて、ソフトウェア製品はすべての不具合を含む「現状のまま」で提供され、第 9 条に記載されていないいかなる種類の保証も付随しません。

いかなる場合も、シュナイダー・エレクトリックは、契約、保証、(過失を含む) 不法行為、厳格責任、法令またはその他により生じるものであるか否かを問わず、間接的、無形、偶発的、懲罰的または結果的損害、損失、費用または訴訟原因に対して一切の責任を負わないものとします。これには、ソフトウェア製品の使用、使用できなかったこと、または誤用により、もしくはそれに関連して生じた事業の損失、利益の損失、事業の中断、データの損失またはその他の金銭的もしくは非金銭的な損失もしくは被害に対する損害賠償が含まれますが、これに限定されません。シュナイダー・エレクトリックがこのような損害の可能性について知らされていた場合も例外ではありません。

本使用許諾書に基づくシュナイダー・エレクトリックの債務総額は、損害の原因となったソフトウェア製品を取得するためにお客様が支払った合計金額を超えることはなく、および/またはいかなる場合であれ、同製品を使用するライセンスの付与のための金額を超えることはありません。

お客様は、契約、保証、(過失を含む) 不法行為、厳格責任、法令またはその他のいずれに基づくかを問わず、お客様がソフトウェア製品を使用したこと、使用できなかったもしくは誤用したこと、またはこれに関連して生じる、サードパーティによってシュナイダー・エレクトリックに対して提起される、いかなる法的請求、損害賠償、請求または訴訟手続き(弁護士費用を含む)からもシュナイダー・エレクトリックを免責し、保護するものとしてします。

本使用許諾書に基づき付与されるライセンスは、ソフトウェア製品がサードパーティ製品と共に提供される場合、承認の有無に関わらず、シュナイダー・エレクトリック以外の者が行った可能性のある変更、アップデート、翻訳または改作を対象としません。当該変更は、当該サードパーティが発行したライセンスの条件に従います。シュナイダー・エレクトリックは、いかなる場合においても、前述の変更、アップデート、翻訳または改作から生じた損害または関連して生じた損害に対して、契約、保証、(過失を含む) 不法行為、厳格責任、法令またはその他に関わらず、一切の責任を負わないものとしてします。

本使用許諾書のその他の条件にかかわらず、本使用許諾書から生じるシュナイダー・エレクトリックの法的責任は、お客様もしくはその他の者(シュナイダー・エレクトリック、公認再販業者もしくはそれらの従業員、代理店または下請け業者以外)の作為または不作為により生じた損失または損害が寄与した度合いにより、比例的に減少します。

上記の法的責任の限定または除外は、お客様がソフトウェア製品をインストール、コピー、実行またはその他の方法で使用する国(該当する場合は連邦または州レベル)において適用される法律により許容される限りにおいてのみ適用されます。

本使用許諾書に含まれている保証および責任の限定および除外は、その国(該当する場合は連邦または州レベルのいずれにおいても)でそれぞれの場合に応じて適用される強制法または治安法または規制に基づいてお客様の便宜となる制定法上の権利に影響を及ぼしたり、またはこれを害することはありません。

## 11. サードパーティソフトウェア

ソフトウェア製品は、未変更のまたは変更された形で、サードパーティソフトウェアを組み込んで、または付属してお客様に提供されることがあります。

お客様は本使用許諾書を承諾することにより、サード・パーティソフトウェアの知的財産権を所有する一切のサードパーティからのソフトウェアライセンスの条件も承諾することになります。また、ソフトウェア製品の一部である当該サードパーティソフトウェアをお客様が使用する場合は必ず、当該サードパーティライセンスの条件に従うことになります。

さらに、ソフトウェア製品にはコードが含まれている場合があります、そのコードは、シュナイダー・エレクトリックが帰属を明示する必要があるサードパーティのコードである場合もあります。このコードの一部は、別のライセンス条件に基づいてリリースされていることがあります。かかるコードは本使用許諾書に基づいてライセンス供与されておらず、かかるコードの単独のライセンスを構成し、お客様と別のライセンサーの関係に適用される別のライセンスの条件にのみ従うことになります。本使用許諾書は、お客様がかかる別のライセンスに基づいて持つておられるいかなる権利または義務をも変更するものではありません。シュナイダー・エレクトリックは、かかる別のライセンスに基づくコードに関して、いかなる保証も提供いたしません。

お客様の意図する目的でソフトウェア製品を合法的に使用できるようにするためにお客様がライセンスを保有する必要がある、いかなるサードパーティ保有の知的財産権についても、シュナイダー・エレクトリックはお客様にいかなるライセンスも付与することができず、また付与いたしません。上記目的には、お客様が意図する特定のプロセス、セットアップ、またはその他の状況、および他のソフトウェアまたはデバイスとの特定の組み合わせで、ソフトウェア製品を合法的に使用できるようにすることが含まれます。お客様は、かかる一切のライセンスにかかるサードパーティから自費で取得し、維持する必要があります。また、サードパーティが当該サードパーティの特許権またはその他の知的財産権の侵害について申し立てを起こした場合に、シュナイダー・エレクトリックの責任を問うことはできません。お客様が上述のサードパーティライセンスを取得および維持せず、そのことが原因で、何らかの形でサードパーティがシュナイダー・エレクトリックに対して申し立てを起こす結果になった場合、お客様はかかるサードパーティのいかなる申し立てからもシュナイダー・エレクトリックを免責するものとします。よって、本使用許諾書の第 9 条および第 10 条に定義されているシュナイダー・エレクトリックの保証および責任に関する特定の制限が適用されるものとします。

上記に加え、別のライセンスを必要とするソフトウェア製品の部分に関して、シュナイダー・エレクトリックの法的責任は、かかる別のライセンスの条件に従ってさらに制限されるものとします。また、シュナイダー・エレクトリックはいかなる場合も、かかる別のライセンスから明らかなものよりも広範囲または大きな法的責任を負うことがないものとします。

## 12. コンプライアンス

お客様は、本使用許諾書の条件が順守されていることをシュナイダー・エレクトリックが検証できるように、通常の営業時間中に、(適切な書面による通知後) すべての該当する記録を点検できるようにすることに同意します。さらに、シュナイダー・エレクトリックまたはシュナイダー・エレクトリックの正式な代表者の要請により、お客様は、シュナイダー・エレクトリックに対して、お客様およびお客様の従業員によるソフトウェア製品の使用が本使用許諾書の条件に従っていることを速やかに文書で証明し、保証することに同意します。

シュナイダー・エレクトリックは(適切な書面による通知後)、通常の営業時間中にお客様のソフトウェア製品の使用を検査し、お客様が本使用許諾書を順守していることを確認することがあります。かかる点検または検査の結果、お客様がライセンスを付与されていない状態で、または規則に違反してソフトウェア製品を使用していること、または契約により支払い期日がきている該当する料金(必要な場合)の過少支払いが明らかになった場合、お客様は以下を実行するものとします。(i) ソフトウェア製品を使用するに当たり十分な料金、または未払いの金額をただちにシュナイダー・エレクトリックに支払う。および(ii) かかる点検または検査の費用をシュナイダー・エレクトリックに支払う。

## 13. 輸出管理

製品、ソフトウェア、技術または情報の輸出は、適用される輸出管理の法律または規制、特に米国輸出管理法およびその下位の規制、ならびに二重用途・暗号製品および技術に適用される、欧州連合規制 428/2009 の対象となります。お客様は、お客様のまたはお客様の代表者により提案されているソフトウェア製品の輸出に関して、法律または規制の存在および適用を判断するに当たり、関連する申告または必要な承認を得る唯一の責任者です。お客様は、輸出に関して適用される法律または規制上の義務または制約に違反して、いずれの国からもソフトウェア製品を輸出しないことに同意します。お客様またはお客様の代表者がソフトウェア製品の輸出に関して、前述の法律または規制上の義務または制約に違反した場合、お客様はシュナイダー・エレクトリックおよび公認再販業者を法的請求から免責および保護し、お客様またはお客様の代表者の違反の結果、サードパーティ(政府および/または国際機関および/または組織を含むが、これに限定されない)がシュナイダー・エ

レクトリックおよび/またはその公認再販業者に対して起こす一切の損害賠償に関しても、シュナイダー・エレクトリックおよび公認再販業者を補償するものとします。

#### 14. 譲渡

本使用許諾書におけるお客様の権利または義務は、シュナイダー・エレクトリックによる事前の明示的な書面による承諾がない限り、お客様またはお客様の代表者により売却、サブライセンス、貸与、譲渡、委託、移転またはその他の方法で譲渡することができません。ライセンサーは、シュナイダー・エレクトリック・グループ内の任意の会社またはシュナイダー・エレクトリック・グループの経営権を獲得するまたは合併する可能性のある会社に本ライセンスを譲渡することができます。

#### 15. 有効期間および解除

15.1 本使用許諾書に基づいてお客様に付与されるライセンス権は、お客様がその条件を承諾した日をもって発効し、以下の (i) ~ (iii) の事由が発生することでかかるライセンス権の有効期限が満了するか解除されない限り、有効であり続けるものとします。(i) かかるライセンス権が第 2 条に従って限定された 期間、お客様に付与されたもので、かかる限定期間が満了する。または、(ii) かかるライセンス権が第 2 条に従って、試用期間にわたる使用を条件にお客様に付与されたもので、お客様がかかる試用期間の満了時に使用を継続するために第 2 条に従ってライセンス権のアクティブ化を行わない。または、(iii) お客様またはシュナイダー・エレクトリックが、本使用許諾書に基づく自らの義務を順守しなかったため、本使用許諾書がシュナイダー・エレクトリックまたはお客様のいずれかによって解除され、解除が直ちに発効する場合。

15.2 本使用許諾書に従ってお客様に付与されたライセンス権が有効期限満了を迎えるかまたは解除された時点で、お客様はただちにソフトウェア製品の使用を打ち切ることを約束します。また、お客様は (i) ソフトウェア製品が物理的なコピーとしてお客様に提供されていた場合は、ソフトウェア製品および関連するコピーとデータを返却する必要があります。それには、お客様のコンピュータのハードディスクまたはサーバーに保存されていたものが含まれますが、それに限定されません。付属の印刷物すべてと、お客様がソフトウェア製品を取り出して入手した容器も含まれます。および、(ii) ソフトウェア製品がダウンロード版として提供された場合は、ソフトウェア製品が入っているお客様のコンピュータ、ハード ディスク、サーバー、またはその他のデバイスから、すべての関連ファイルお

よびその他一切の電子資料を含め、ソフトウェア製品を削除または抹消する必要があります。

15.3 本使用許諾書に従ってお客様に付与されたライセンスが解除されても、かかる解除の前に本使用許諾書に基づき、法律またはその他に従い発生した、シュナイダー・エレクトリックの利益となるいかなる権利または救済手段に対しても、影響は及びません。

## 16. 雑則

16.1 スケジュールを含めて、本使用許諾書は、お客様が本ソフトウェアを使用する権利に関して、お客様とシュナイダー・エレクトリックとの完全なる合意を構成し、同じ対象に関する、口頭、電子または書面のいずれによるかに関わらず、以前の契約または合意の一切に取って代わるものです。

マニュアルは、本使用許諾書に基づいて付与されるライセンスの不可欠な部分を構成します。本使用許諾書の条件およびマニュアルの規定との間に矛盾が存在する場合は、本使用許諾書の条件が優先されます。

違いが存在する場合、ソフトウェア製品パッケージに付属する本使用許諾書の印刷版に記されている条件が、コンピュータ画面に表示されるものよりも優先されます。

16.2 本使用許諾書へのいかなる変更も、書面で行われ、シュナイダー・エレクトリックおよびお客様からそれぞれの権限を付与された役員が署名した場合にのみ有効となり、適用されます。

16.3 本使用許諾書のいずれかの条項が管轄裁判所により無効、違法または執行不可能とされた場合、お客様とシュナイダー・エレクトリックは当該条項を修正するためにあらゆる妥当な措置を講じ、当該条項を有効かつ実行可能とします。その際、元の意図を念頭に置き、修正された条項は、お客様およびシュナイダー・エレクトリックが完全に実行できるようにします。他のすべての条項は、引き続き有効であり、ここで宣言されている無効性、違法性、または執行不能性により影響を受けません。

16.4 お客様またはシュナイダー・エレクトリックにより本使用許諾書に基づいて規定される権限、権利または特権の不履行または行使の遅延は、権利放棄とはならず、当該権

限、権利または特権の単独のまたは部分的履行は、他の権限、権力または特権の実行またはさらなる実行を不可能にしません。

16.5 本使用許諾書における見出しは、参照を容易にするものであり、その解釈に影響を及ぼしません。

16.6 単語が単数で示されている場合でも複数を意味することがあり、その逆も同様です。

16.7 本使用許諾書第 7、8、9、10、11、12、および 13 条は、本使用許諾書の解除または本使用許諾書に基づいて第 15.1 条に従ってお客様に付与されたライセンス権の有効期限満了後も存続します。さらに、条項のうち、性質上、本使用許諾書および本使用許諾書に基づいてお客様に付与されるライセンス権の解除または有効期限満了後も存続することが意図されているものは、かかる解除または有効期限満了後も存続します。

## 17. 適用される法律および争議

本使用許諾書は、ライセンサーが登録事務所または主要な営業所を置く国の法律にのみ準拠しますが（該当する場合は連邦および州レベルの両者において）、当該国の国際私法原則はその限りではありません。

本使用許諾書および/またはソフトウェア製品から生じた、または関連して生じたお客様とシュナイダー・エレクトリックとの間の紛争が、契約、保証、（過失を含む）不法行為、厳格責任、法令またはその他に基づくものであるかどうかに関わらず、穏便に和解できない場合、すべての訴訟は、上記で定義されている、本使用許諾書が準拠する法律に従ってライセンサーが登録事務所または主要な営業所を置く都市に管轄権がある裁判所により最終的に解決されます。被告人が複数の場合、禁止命令に類似のまたは緊急訴訟の場合および保証に関する上訴などを含め、いかなる他の法域も除外されます。

お客様は、お客様が本使用許諾書の何らかの条項に違反し、かかる条項が明確に執行されない場合、シュナイダー・エレクトリックが回復不能な程の損傷を受けること（および法律に従った損害賠償が不十分な救済手段でしかない場合があること）を認め、承諾します。したがって、お客様が本使用許諾書に違反したか、または違反のおそれがある場合、シュナイダー・エレクトリックは、他のすべての権利または救済手段に加え、以下の (a) ～ (c) の権原を有するものとします。(a) いかなる実質的損害をも示す必要はなく、または禁止

命令もしくはその他の拘束について通知する必要もなく、かかる違反を抑止する禁止命令。または (b) 本契約の適用条項の具体的な遂行を求める裁判所命令。または (c) ライセンサーが登録事務所または主要な営業所を置く国内において適用される法律で許容される限りにおいて、および/または、適用される場合に応じて連邦または州レベルのいずれかで、お客様がソフトウェア製品をインストール、コピー、実行、またはその他の方法で使用する状況で該当する限り、上記のあらゆる場合において、上記禁止命令および裁判所命令の両方。

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## エンドユーザーライセンス契約のスケジュール

### 特定のタイプのライセンス

取得したライセンスのタイプにより、他の特定の権利がお客様に付与されることがあります。

教育上のライセンス。 教育のためにのみソフトウェア製品を取得したい場合は、シュナイダー・エレクトリックの組織またはお客様の国の公認再販業者に連絡してください。ソフトウェア製品が学業あるいは教育のために使用されることが確認された場合、お客様は当該ソフトウェア製品を使用するために資格のある教育上のユーザーでなければなりません。お客様が資格のある教育上のユーザーでなければ、前述の学業あるいは教育のためのソフトウェアに関して、本使用許諾書に基づく権利を有しません。お客様が資格のある教育上のユーザーであるかどうかを判断するには、シュナイダー・エレクトリックの組織またはお客様の国の公認再販業者にお問い合わせください。前述の学業あるいは教育のためのソフトウェア製品を使用するライセンスを付与されると、かかるソフトウェア製品を販売または譲渡することができず、または同ソフトウェア製品を使用する権利を誰に対してもサブライセンスすることができません。ただし例外として、資格のある教育上のユーザーとしてシュナイダー・エレクトリックが適格とした者に対してはサブライセンスすることができます。

使用許諾書の本条で使用されている「者」という用語は、個人、法人、会社またはその他の合法的組織を含むように広く解釈されるものとしますが、それに限定されません。

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888        8  888  .d88'   Y888..8P
888        8  88800088P'   `8888'
888        8  888           .8PY888.
`88.      .8'  888           d8'  `888b
`YbodP'    o888o           o888o  o88888o
```

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However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library.

The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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- b) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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