

If you execute this software, it means you are executing “vAppFixit” in your machine. Please be sure to read the following vAppFixit Software License Agreement before executing the vAppFixit. Upon completion of execution, you will be deemed to have agreed to this Agreement. If you do not agree to this Agreement, please stop software execution.

vAppFixit Software License Agreement

NTT Communications Corporation (hereinafter referred to as “NTT Com”) hereby grants to you a license to use a software program and related materials under the following terms and conditions.

Article 1. Definition

- 1.1 “Software” shall mean “vAppFixit Software Program” and the materials related thereto.
- 1.2 “You” shall mean an individual or a corporation who has concluded a Arcstar Universal One Service Agreement with NTT Com.

Article 2. Ownership of Copyrights

Any and all copyrights in or to the Software shall belong to NTT Com.

Article 3. Grant of License

- 3.1 NTT Com hereby grants to you a nontransferable, nonexclusive license to use the Software; provided, however, that no license to use NTT Com’s trademark, trade name or service mark is granted to you under this Agreement.

- 3.2 You may execute and use the software program included in the Software on the computers owned by you in order to utilize the Service (Arcstar Universal One). As used herein, the term "use" shall mean to execute the program on the computer.
- 3.3 You may copy the Software to the extent necessary for utilizing the Service or as reasonably necessary for backup. Except for the purpose set forth in this Article 3.3, you may not copy whole or part of the Software for any other purpose without the prior written consent of NTT Com.
- 3.4 You may not modify whole or part of the Software. You may not reverse-engineer, disassemble or decompile the software program in the Software.
- 3.5 You may not assign, transfer, rent, sublicense or pledge whole or part of the Software and/or the rights granted hereunder.
- 3.6 NTT Com may conduct an audit during regular hours in order to verify whether you are complying with this Agreement.

Article 4. Copyright Notice

You may not remove, make illegible or modify any copyright notice or other intellectual property right notice included in the Software.

Article 5. Term and Termination

- 5.1 This Agreement becomes effective at the time when the software program included in the Software is executed on your computer.
- 5.2 This Agreement is terminated at the time when your right to utilize the Service ceases to be effective.

- 5.3 This Agreement is terminated at the time when you decide not to use the Software.
- 5.4 NTT Com may terminate this Agreement at the end of a period designated by NTT Com by giving notice on the Home Page of the Service.
- 5.5 If you default in any of the provisions of this Agreement, NTT Com may request you to cure the default within 30 days and, if such default is not cured within the period, NTT Com may terminate this Agreement.
- 5.6 Upon termination of this Agreement, you must cease the use of the Software. In such event, the rights granted to you hereunder lapse and you have no right to the Software thereafter.
- 5.7 Upon termination of this Agreement, you must promptly delete or destroy the Software and copies thereof in your possession.
- 5.8 The provisions of Articles 4, 5.6 through 5.8, 6, 7.1 through 7.4, 8 through 12 shall survive the termination of this Agreement.

Article 6. Confidentiality

You must keep secret any information obtained from NTT Com through the Software and this Agreement, shall not disclose or divulge such information to any third party, and may not use it for any purpose other than the purpose of this Agreement.

Article 7. Warranty

- 7.1 NTT Com warrants to you that NTT Com has the right to grant to you a license to use the Software and to enter into this Agreement with you.
- 7.2 Except for the warranty set forth in Article 7.1 above, NTT Com disclaims all express and implied warranties, including warranties of title or non-infringement, design, merchantability, fitness for a particular purpose, or warranties created by transactions, use or trade practice. You may use the Software if you agree and acknowledge the foregoing.
- 7.3 NTT Com shall not be liable for any damage suffered by you or any claim made to you by any third party for the reason of use of the Software.
- 7.4 NTT Com shall not be liable for lost income or profits, or special, indirect or other derivative damages of any kind, even if NTT Com has been advised of the possibility of such damages.
- 7.5 If NTT Com provides whole or part of the Software by means of a storage medium (referred to as "Medium" in this paragraph), and if you find any physical defect in the Medium and notify NTT Com of such defect within 30 days after receipt of the same, NTT Com will replace the Medium with a defect with the Medium without any defect; provided however that the Medium will be replaced without charge only if such Medium interferes with the operation of the Software.

Article 8. Force Majeure

If the performance of the obligations imposed on you hereunder is prevented or restricted due to any event of force majeure including, but not limited to, fire, flood, earthquake, explosion or other disasters, or accidents, strikes, labor disputes, inability to procure parts, furnishings or power supply, war, riots, laws, orders, notification, rules, ordinances, guidance or notice of the governmental agencies, or any event beyond your reasonable control, you must immediately notify NTT Com of such event and you will not be liable for the performance of your obligations hereunder with respect only to the obligations affected by such event; provided, however, that, if any of the above event occurs, you must take any and all reasonable measures to avoid or remove any cause that prevents the performance of your obligations and resume the performance of your obligations hereunder as soon as such cause is removed.

Article 9. Export

- 9.1 You shall comply with all export control-related laws and regulations of Japan. If you export the Software, take the Software to the outside of Japan and/or provide the Software for a non-resident of Japan directly or indirectly, you must comply with any formality necessary for exporting the Software, including without limitation, acquisition of an approval of the Japanese Government.
- 9.2 You shall warrant to NTT Com that you are not banned from exporting goods and/or providing any technology by the Japanese Government and are not listed on The Foreign End Users List specified in the export control-related laws or regulations of Japan.

Article 10. Prohibition of Use for Arms

You may not use the Software for development, manufacture and/ or use of mass-destruction weapons including, but not limited to, the nuclear weapons and/or conventional weapons specified in the export-related laws or regulations of Japan .

Article 11. Governing Law

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

Article 12. Settlement of Dispute

12.1 Any disputes which may arise out of or in connection with this Agreement shall be settled by mutual consultation between NTT Com and you in good faith.

12.2 NTT Com and You agree to submit the dispute to the Tokyo District Court as the court of first instance with exclusive jurisdiction.

12.3 In the event that any provision of this Agreement is held to be invalid pursuant to any law, this Agreement shall be construed as if such invalid provision was omitted.

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