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4. お客様は、本ソフトウェアを固定している記録媒体を廃棄する場合、固定された本ソフトウェアをあらかじめ必ず消滅するものとします。

(責任の制限)

第3条 ご購入時に当社からお客様に提供された本ソフトウェアの記録媒体に物理的な不具合があった場合に、お客様が本ソフトウェアを購入されてから1か月以内に当社に書面で申出をされたときは、当社は、当該記録媒体を無償で交換いたします。

2. 当社及び本ソフトウェアの著作権者は、本ソフトウェアの品質又は性能に関する保証を含め、本ソフトウェアに関し、前項に定めるほか、損害賠償その他一切の責任を負わないものとします。

(改変等の禁止)

第4条 お客様は、本ソフトウェアの全部若しくは一部を改変し、又は他のプログラムと結合してはならないものとします。

(権利の譲渡)

第5条 お客様は、本ソフトウェアを第三者に対し、事前に当社の承諾を得ない限り、有償であると無償であることを問わず、譲渡、使用許諾、その他の方法で使用させてはならないものとします。

(輸出管理)

第6条 お客様は、本ソフトウェアの全部若しくは一部を単独で、又は他の製品と組み合わせ、若しくは他の製品の一部分として、直接又は間接に次の各号に該当する取扱いをする場合は、日本国の「外国為替及び外国貿易法」の規制、米国輸出管理規則その他適用される日本国又は外国の輸出関連法規を確認の上、必要な手続き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) 非居住者へ提供するとき又は使用させるとき

(4) 前3号に定めるほか、日本国の「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
(使用の終了)

第7条 お客様が本ご使用条件に違反した場合、当社は、お客様の本ソフトウェアの使用を終了させることができます。

2. 前項の場合において、当社は、使用料をお客様に返還いたしません。

(使用終了時の措置)

第8条 お客様は、本ソフトウェアの使用を終了する場合（本契約終了時を含みます）、本ソフトウェアを消滅させるものとします。

(追加条件書の取扱い)

第9条 別途「ソフトウェア使用追加条件書」が追加されるソフトウェアについては、「ソフトウェア使用追加条件書」の定めが併せて適用されるものとし、当該「ソフトウェア使用追加条件書」に本ご使用条件と異なる定めがある場合は当該定めが優先して適用されるものとします。

(管轄裁判所及び準拠法)

第10条 本契約に関する一切の紛争については、東京地方裁判所のみを管轄裁判所として処理するものとします。

2. 本契約の成立、効力、解釈及び履行については、日本法に準拠するものとします。

3. 本契約のいずれかの条項が無効となった場合でも、他の本契約の各条項及び本契約の効力に影響を及ぼさないものとします。

(監査)

第11条 当社又は当社が指定する代理人は、30日前までに書面で通知することにより、お客様の本ソフトウェアの使用状況について、監査を行うことができるものとします。

2. お客様は、前項に定める当社又は当社が指定する代理人による監査に協力するものとします。

3. 当社又は当社が指定する代理人による監査の結果、お客様による本ご使用条件への違反が発見された場合、当社は、お客様に対し、当該違反によって当社に生じた損害及び監査費用を請求できるものとします。

4. 当社は、お客様が監査に協力することによってお客様に生じたあらゆる費用について責任を負わないものとします。

(契約期間)

第12条 本契約の有効期間は、本契約の成立時から1年間とします。

2. 前項の期間満了日の4週間前までに、お客様が当社に対して契約更新の申し出を行い、当社がこれを承諾した場合、本契約は同一条件で更新されるものとし、その後も同様とします。

(ライセンス許諾数の変更)

第13条 お客様は、本契約の有効期間中、ライセンス許諾数の変更を申し出ることができ、当社がこれを承諾した場合、ライセンス許諾数が変更されるものとします。この場合、（ライセンス許諾数に応じて）ライセンス料金も変更されるものとします。

この契約書に関するご不明点等につきましては、下記あてに書面にてご連絡くださいますようお願い申し上げます。

〒244-0817 横浜市戸塚区吉田町292番地 日立ヴァンタラ株式会社 ハイブリッドクラウドプロダクトマネジメント部

(用語等の説明)

ライセンス許諾数	ご契約頂いたライセンス許諾数を示しています。なお、「ソフトウェア使用追加条件書」で、本許諾数に加えて、異なるライセンス形態の許諾数を記載している場合には、それぞれのライセンス形態のいずれの許諾数もご承諾いただく必要があります。
ソフトウェア使用追加条件書	別途添付されたソフトウェア使用追加条件書です。

第三者ソフトウェア使用許諾条件

第三者ソフトウェアの使用につきましては、本ご使用条件は適用されず、お客様は、第三者ソフトウェアで指定されている使用許諾条件に従うものとします。本ソフトウェアに含まれる第三者ソフトウェアの名称及び当該第三者ソフトウェアの使用許諾条件につきましては、本ソフトウェアの記録媒体に格納されているか、または本使用許諾書と同時に配布される「EULA_for_SLE_for_StorageNode.txt」「EULA_for_SPDK.txt」「license_set.zip」を参照ください。