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[ATTENTION] <u>BEFORE OPENING THE PRODUCT</u>, read the license agreement below. This is a legal agreement between customer and NTT Advanced Technology Corporation (NTT-AT). By opening the sealed disc package, customer is agree to be bound by the terms of this agreement. <u>If you do not agree to the terms of this agreement</u>, promptly return the unopened package and the accompanying items to us for a full refund.

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LICENSE AGREEMENT

1 About COPYRIGHT

1.1 Copyright and other proprietary rights of the DATABASE are held by NTT-AT.

2 About LICENSE

- 2.1 Customer receives from NTT-AT a non-exclusive license to use the products subject to the following terms and conditions:
 - 2.1.1 The DATABASE may be used on one personal computer or workstation.
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- 2.2 Customer is allowed to use the DATABASE on network-computer only when the DATABASE is necessary in research work and development such as evaluation of network quality and audio processing devices. When customer use the outcome of the above research for presentations or demonstrations, customer is obliged to make known to the public that the original data are provided by NTT-AT.
- 2.3 Customer is not allowed to disclose any information on the DATABASE acquired through irregular usage.

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- 3.3 The contents of the DATABASE, whether edited/modified or not, must not be stored under any environment where access by the general public is enabled.
- 3.4 The Product, whether it is modified or not, may not be stored where a large number of the general public is able to access it.

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- 4.1 The product is provided "as is" to the Customer. NTT-AT disclaims any guarantees, express or implied, including but not limited to results obtained from the Product, that the Product is fit for a particular purpose, and that it will run under settings specified by the user.
- 4.2 In the case of malfunction, NTT-AT will provide free support, provided that NTT-AT is notified within 14 days of obtaining the Product. NTT-AT will not be held liable for any malfunctions caused by misuse or abuse of the Product by the Customer.

5. <u>About EXEMPTION</u>

- 5.1 In no event shall NTT-AT be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other peculiarity loss) arising out of the use of or inability to use this NTT-AT product, even if NTT-AT has been advised of the possibility of such damages.
- 5.2 In any case, NTT-AT's entire liability under any provision of this agreement shall be limited to the amount actually paid by Customer for the DATABASE.
- $5.3\ \ NTT\text{-}AT reserves the right to change specifications of the DATABASE without advance notice to customer.$

NTT Advanced Technology Corporation