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 - (i) the license term of the Software is expired or terminated;
 - (ii) The User breach any obligation in Article 5 herein;
 - (iii) any of events specified in Article 13 in Femtet® License Agreement occurs; or
 - (iv) Murata Software notify the User of termination of this Agreement because of the termination of the license agreement of Femtet® CAD Data Translator between Murata Software and TS3D.

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In the event of termination of this Agreement, the User shall promptly stop to use return to Murata Software or destroy Femtet® CAD Data Translator and its copies. In addition, the User shall provide for Murata Software any written evidence of such destroying and/ or any other document reasonably requested by Murata Software and implement the agreed measure.

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- 4.2. In no event that Murata Software reimburses the User any portion of paid License Fee.

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In addition to the restriction specified in Article 13 in Femtet® License Agreement, the User shall ;

- (i) use it as component of the Software incorporated or integrated in the Software, shall not use Femtet® CAD Data Translator as stand-alone products
- (ii) not remove, obstruct, conceal, modify or deface the copyright notice attached on Femtet® CAD Data Translator by Murata Software, TS3D and/or Licensor, including, but not limited to, its copy specified in Article 7.3 in Femtet® License Agreement.

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6.3. The User agrees to defend, indemnify and hold Murat Software, TS3D and/or the Licensor from any actions, claims, loss, damages and/or cost arising as a result of;

- (i) the User's use of Femtet® CAD Data Translator;
- (ii) any computer software virus introduced by the User;
- (iii) the result obtained or decisions made by the User of the Femtet® CAD Data Translator;
- (iv) any breach of any of the provision hereunder; or
- (v) User's negligent act or omission or breach of any obligations hereunder.

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Murata Software provides for the User the maintenance and support with regard to Femtet® CAD Data Translator according to Article 9 of Femtet® License Agreement.

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- (i) make available the Confidential Information only to its directors and employees who have reasonable need to know for carrying out this Agreement and who are made to observe the confidential obligation no less than same degree as stated herein; and
- (ii) give Murata Software the prompt notice in the case of acknowledging the disclosure or use of Confidential Information in the manner unauthorized herein.

8.2. "Confidential Information" herein includes Femtet® CAD Data Translator, License Key and any other information disclosed by Murata Software with regard to Femtet® CAD Data Translator, except for the information specified in Article 10.2 of Femtet® License Agreement..

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 - (i) any countries, districts, their nationals or resident subject to sanctions or other trade controls of United States ("US"). For details, refer to Murata Software's website ([URL http://muratasoftware.com/en/site_policy/index.html#export](http://muratasoftware.com/en/site_policy/index.html#export)); and
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- 10.3. The Femtet® CAD Data Translator (including its copies) shall be neither used, transferred nor released to anyone, either by itself or in conjunction with other components, for use by military end users or for development, production or use of any weapons, (including, but not limited to, Weapons of Mass Destruction or conventional weapons), or goods or systems specially designed or intended for military end-use or military end users.

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