



Read me first !!!

This document serves to present information about the product, which is not reflected in the manuals. [Please take the time now to read through this document](#), or do so at your earliest convenience.

Contents:

1. NEC's customer support (V3.0)
 - What to do in case of troubles?
 - Update service
 - Tool registration
2. Development Tool Warranty (V1.3)
3. Software Program License Agreement (V2.1)

NEC Electronics (Europe) GmbH Customer Support

NEC Electronics (Europe) GmbH (hereinafter "NEC") has a strong commitment to customer service and technical support. We provide you with services for efficient design with NEC components. This is what you get from us:

- a) **README file:** Latest news additional to the User's Manual. Check the CDROM supplied with the development tool package you received and check additionally the NEC Internet support area.

<http://www.ee.nec.de>

- b) **Update service:** 1-year software update for development tools and / or software licenses.
- c) **Direct support:** From NEC Electronics (Europe) GmbH. Please refer to

"What to do in case of troubles".

- d) **Repair service:** NEC Electronics (Europe) GmbH offers free of charge pick-up and return service for damaged goods throughout the warranty period. (Please understand that this service does not apply to parts subject to wear and tear.)

Just in case ... please go to

<http://www.ee.nec.de/toolrepair>

or contact

**NEC Electronics (Europe) GmbH
Supply Chain Control
Fax.: ++49-211-6503-1231**

2. What to do in case of troubles?

Whereas NEC has taken every possible care to ensure that the development tools supplied to our customers are complete, bug free and up-to-date, we readily accept that nobody is perfect. Despite all care and precautions taken by us, unforeseen problems in installation and operation of the development tools may be encountered.

In this event, we do apologize. To help us all, we would like to make an urgent request to our customers.

Please take a minute and try to analyse the problem...

- a) Is the development tool supplied to you complete according to the list of components, which you may find on the attached documentation or in the package contents list?
- b) Is the development tool or parts of it found to be damaged upon arrival at your location?

If so ... please contact your sales representative immediately.

- c) If problems are encountered in tool operations we recommend to kindly verify its behavior once again against description given in the User's Manual. Since we have made all possible efforts to answer most frequently asked questions in our documentation, this might be a help.
- d) Reading of the README file and checking NEC Internet support area at <http://www.ee.nec.de> is highly recommended because it may contain the latest information on the tool status.

If all of this really doesn't help, please contact us via fax or electronic mail.

Customer Support	
Fax:	++49-211-6503-1279
E-mail:	Micro_support@ee.nec.de
Mailing Address:	NEC Electronics (Europe) GmbH Development Tools Department Arcadiastr. 10 40472 Düsseldorf Germany

NEC will undertake all necessary steps to solve your problem.

3. Update Service

NEC is committed to supporting all customers by supplying software updates for all development tools and / or software licenses for a period of 1 year starting from the NEC delivery date.

This service applies to software such as compilers, debuggers and simulators as well as to system-software or SW-monitors.

This update service does not apply to Starter Kits or Demonstration Kits as a whole or to the individual component parts supplied with it (e.g. firmware, monitor, communication software, assemblers, compilers, simulators, debuggers etc.).

Software updates may also be distributed online. Please take some time to visit NEC's website "TOOLWEB" at

<http://www.ee.nec.de/updates>

to check if any update for your software has been published. On this website you can also subscribe to our mailing list to receive update notifications.

4. Development Tool Registration

Supplying software updates free of charge or at a special price requires that we know to whom we may send such offer. Development tool registration is a highly recommended way to inform us about your name, email, company address and purchase details. You are kindly requested to return the Development Tool Registration Card or complete the online tool registration form that you will find at

<http://www.ee.nec.de/toolregistration>

NEC will not be able to ship update(s) without registration!

5. Development Tool Warranty, Software License Agreement

For the legal terms and conditions, please read the attached Limited Development Tool Warranty for development tools and the Software Program License Agreement.

Thank you!

**NEC Electronics (Europe) GmbH
One Year
Limited Development Tool Warranty**

- 1) NEC Electronics (Europe) GmbH (hereinafter "NEC") warrants that this development tools (hereinafter referred as "product") shall be free from defects in material or workmanship under normal use in accordance with the applicable manuals and other operating instructions for a period of one (1) year from the NEC delivery date.

The buyer shall inspect the products for defects and their general condition immediately upon receipt. The buyer must report apparent defects to NEC immediately, latest within 14 days after NEC's delivery date.

- 2) If any defect in material or workmanship is found in the product within said period, NEC shall at its option (I) repair or replace the product without charge or (II) refund the purchase price of the product to the buyer.
- 3) The problem report shall be sent to NEC. The alleged defective product shall upon request be returned to the repair center designated by NEC. The returned product shall be in the original package or a similar package affording an equal degree of protection.
- 4) NEC shall be the sole judge to determine whether the product is defective in material or workmanship. The buyer shall furnish sufficient information on any alleged defects in the product so as to enable NEC to determine their cause and existence.
- 5) If NEC determines the product to be defective in material or workmanship, NEC shall at its option (I) repair or replace the product without charge or (II) refund the purchase price of the product to the buyer. The replacement or repaired product shall be sent to the buyer. All expenses including freight and insurance from the buyer to the supplier shall be borne and paid by NEC. Replaced parts shall become the property of NEC.
- 6) If the product is not defective, or if the product is defective for any reason other than those covered by this warranty and is not repairable, NEC shall send the product to the buyer. In this case the buyer shall bear and pay to NEC any and all costs of inspection and transportation.

- 7) If the product is defective for any reason other than those covered by this warranty and is repairable, the buyer will be charged accordingly.
- 8) This warranty shall not apply:
 - (I) For parts such as cables, adapters of all kinds, sockets and emulation probes which exhibit wear and tear.
 - (II) If the product was not purchased from NEC or distributor authorized by NEC to sell the product.
 - (III) To normal wear and tear of the product.
 - (IV) If the product has not been used in accordance with the applicable manuals and other operating instructions, and in particular to any defects caused by misuse, abuse, improper installation or operation, improper maintenance or repair, alteration or modification, or accident or negligence in use, storage, transportation or handling.
 - (V) To any defects caused by equipment or other devices connected with the product.
- 9) This warranty is in lieu of all other manufactures warranties of NEC, expressed or implied, including, but no limited to, the implied warranties or merchantability and fitness for a particular purpose respecting, the product. This warranty is independent of any warranty of the seller applicable to NEC products. In no event shall NEC be liable to the customer for consequential damages other than consequential damages regulated by the relevant mandatory provisions of national product liability law.

NEC Electronics (Europe) GmbH
Arcadiastr. 10
40472 Düsseldorf
Germany

**NEC Electronics (Europe) GmbH (hereinafter "NEC EE")
Software Program License Agreement**

The program(s) delivered with this agreement (Program) are sold only on the condition that the purchaser agrees to the terms and conditions of this agreement. PLEASE READ THIS AGREEMENT CAREFULLY. If you do not agree, return the packaged program UNOPENED immediately to

**NEC Electronics (Europe) GmbH
Arcadiastr. 10
40472 Düsseldorf
Germany
Fax: ++49-211-6503-1231**

If you agree, please fill out the Software Registration Card, which is attached to the Program, have it duly signed by a person which holds the power of attorney for the legal entity, hereinafter called Customer, and return to us by fax or by mail to the aforementioned address.

1. License

The license granted hereunder is non-transferable, non-assignable and non-exclusive and authorises the Customer to use the Program in machine-readable form on any single computer system (hereinafter called the 'System'). A separate license is required for each System on which the Program will be used.

2. Copy and Modification

- a) In case the Program delivered hereunder is a Tool (the term Tool includes, but is not limited to Compiler, Debugger, Simulator) the Program may not, in whole or in part, in printed or machine readable form, be copied, passed on, modified or merged into another program, but only be used in the state as it is delivered.
- b) In case the Program is delivered in object code form, the Program may not, in whole or in part, in printed or machine-readable form, be copied, passed on or be modified. It may be merged into another program or may be taken into the Customer's final application.
- c) In case the Program is delivered in source code form, the Program may not, in whole or in part, in printed or machine-readable form be copied or passed on. The Program may be modified and/or merged into the Customer's application and be passed on in this modified state. NEC EE is not responsible, liable or providing any warranties with regard to any program resulting from such modification or merge.

- d) Notwithstanding the regulations contained in this article 2 a) – c) above, the Program may in every case be copied for back-up purposes and archive purposes; provided, however, that no more than two (2) copies shall be in existence with respect to any Program at any one time without prior written consent of NEC.
- e) The Customer agrees to maintain appropriate records of number and location of all such copies of the Program.
- f) The Customer acknowledges that the original and any copy of the Program, in whole or in part, are the property of NEC Corporation, or NEC EE or any Third Party Supplier to NEC EE. The customer agrees to reproduce and include the appropriate copyright notice of NEC Corporation, or NEC EE, or the third Party to NEC EE on any copy, in whole or in part, in any form, of the Program.
- g) The customer shall provide to NEC EE on their request all documentary evidence to prove that the procedure outlined in 2a), b) and c) are executed in full compliance with this Agreement.

3. Confidential Treatment

During the terms of this Agreement and thereafter, until the Program has become part of the public domain, the Customer agrees to treat and maintain the Program in strict confidence and not to disclose or otherwise make available the Program, in any form, to any person, firm or corporation other than the employees of the Customer.

4. Program Support Service

- a) For a period of one (1) year from the date on which this Agreement becomes effective, NEC EE agrees to provide the customer with all published updates to the Program (hereinafter called the 'Updates'), provided that the customer has returned the Software Registration Card properly filled out and signed. Costs for these Updates may be charged separately.
- b) Upon receipt of the Updates, the Customer is free to keep the original and/or a copy of the prior release of the program at her/his own discretion. NEC EE is not obliged to provide any support (technical or otherwise) to the customer on this previous release.
- c) The Updates provided to the Customer under sub-paragraph a) above shall be subject to all terms and conditions of this Agreement.

5. Disclaimer

NEC EE makes no representation or warranties with respect to the Program, expressly or implicitly, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or that the use of the program will not infringe any patent or copyright. In no event shall NEC EE be liable to the customer for loss or profit, goodwill, or other special or consequential damages as a result of the use by the customer of the Program.

6. Limitation of Liability

Claims for compensation for whatever reason (tortious acts, infringements of main or incidental duties, if not already infringed before conclusion of this Agreement, of post-contractual duties etc) may only be made against NEC EE in the case of wilful intent, gross negligence, legally stipulated no-fault liability, or infringement of significant duties resulting from the nature of the contract. Although NEC is liable in principle, this liability shall, except for the infringement of duties before the conclusion of the contract, only include typical, foreseeable damages.

The above limitation of liability also applies to the personal liability of the employees, workers, members of staff, representatives and parties engaged in the performance of NEC EE's obligations.

7. Term

This Agreement shall become effective as of the date on which the Software Registration Card is signed by the Customer and shall continue in force until terminated by either party hereto pursuant to Paragraph 8 below.

8. Termination

- a) The Customer may terminate this Agreement upon one (1) month's prior written notice. NEC EE may immediately terminate this Agreement in the event that the Customer committed breach of any provisions of this Agreement.
- b) The Customer shall destroy the original and any copy, in whole or in part, of the Program promptly after the termination of this Agreement.

9. Miscellaneous

- a) NEC EE hereby represents that it has the right to grant this license to the Customer.
- b) The rights and benefits of the Customer hereunder shall not be assigned or transferred in any manner whatever.

- c) The law of the Federal Republic of Germany shall govern the validity and construction of this Agreement. All disputes, controversies or differences, which may arise between the parties, out of or in relation to or in connection with this Agreement, shall be first settled amicably by mutual consultations between the parties hereto.

- d) All prior negotiations between the parties hereto are merged in this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind except expressly set forth herein. This Agreement cannot be altered, changed, supplemented or amended except by written instruments signed by the parties hereto.

**NEC Electronics (Europe) GmbH
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D-40472 Düsseldorf
Germany**

NEC Electronics (Europe) GmbH
Technical Product Support

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