



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 3

List View

### General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 653023

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0704

Vendor ID: 000000162993

SO Doc ID: INS2000000001

Legal Name: GANOE ENTERPRISES INC

Published Date: 11/18/19

Alias/DBA:

Close Date: 11/25/19

Total Bid: \$26,644.91

Close Time: 13:30

Response Date: 11/23/2019

Status: Closed

Response Time: 12:29

Solicitation Description: Addendum No.02 - Two Way Radios OIG

Total of Header Attachments: 3

Total of All Attachments: 3



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 653023  
**Solicitation Description :** Addendum No.02 - Two Way Radios OIG  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-25 13:30:00	SR 0704 ESR11231900000003263	1

VENDOR
000000162993 GANOE ENTERPRISES INC

**Solicitation Number:** CRFQ 0704 INS2000000001

**Total Bid :** \$26,644.91      **Response Date:** 2019-11-23      **Response Time:** 12:29:01

**Comments:** One copy of KPG-D1N software is included with this bid.

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Two Way Mobile Radios	22.00000	EA	\$1,023.350000	\$22,513.70

Comm Code	Manufacturer	Specification	Model #
43191510			

**Extended Description :** 3.1.1 Two-way mobile radios must be SIRN level 2

**Comments:** 14 days delivery is dependent on vendor stock . Mobiles do not include coax/mount or connector because they were not specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Two Way Handheld Radios	2.00000	EA	\$1,005.250000	\$2,010.50

Comm Code	Manufacturer	Specification	Model #
43191510			

**Extended Description :** 3.1.2 Two-way handheld radios must be SIRN level 2

**Comments:** 14 days delivery is dependent on vendor stock

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Two Way Base Station Radio	1.00000	EA	\$1,023.350000	\$1,023.35

Comm Code	Manufacturer	Specification	Model #
43191510			

**Extended Description :** 3.1.3 Two-way Base Station radio must be SIRN level 2

**Comments:** 14 days delivery is dependent on vendor stock

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Wide Band Mobile Antenna	22.00000	EA	\$49.880000	\$1,097.36

Comm Code	Manufacturer	Specification	Model #
43221706			

<b>Extended Description :</b>	3.1.4 Wide Band Mobile Antenna PCTEL Maxrad BMWU4002S or Equal.
-------------------------------	---

**Comments:** 14 days delivery is dependent on vendor stock

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Ganoe Enterprises Inc. Dba Ganoe Communications

Authorized Signature: *Mary R. Yance* Date: 2-5-2019

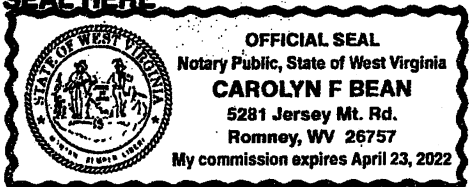
State of West Virginia

County of Hampshire, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of February, 2019.

My Commission expires April 23, 2022, 20  .

FIX SEAL HERE



NOTARY PUBLIC *Carolyn F. Bean*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ INS20\*01**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

*Ganoe Enterprises Inc.*  
*dba Ganoe Communications*

Company

*Mary P. [Signature]*

Authorized Signature

*11-23-2019*

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Greg Ganoe , President  
(Name, Title)

(Printed Name and Title)

PO Box 6860 Augusta, WV 26704  
(Address)

(Address)

304-496-8818 ph/fax  
(Phone Number) / (Fax Number)

(Phone Number) / (Fax Number)

Greg@GanoeCommunications.com  
(email address)

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Ganoe Enterprises, Inc. dba Ganoe Communications  
(Company)

Greg P. Ganoe, President  
(Authorized Signature) (Representative Name, Title)

Gregory P. Ganoe, President  
(Printed Name and Title of Authorized Representative)

11-23-19  
(Date)

(Date)

304-496-8818 ph/fax  
(Phone Number) (Fax Number)





## WARRANTY ON LAND MOBILE RADIOS AND ACCESSORIES

JVCKenwood USA Corporation ("KENWOOD") warrants its Land Mobile Radios and accessories purchased from an authorized KENWOOD dealer in the United States (the "Products") as follows:

### WHAT IS COVERED AND WHAT IS EXCLUDED

Except as specified below, Products will be free from defects in material and workmanship under normal use and service for the time specified below. The following are not covered by this Warranty:

1. Damage, defects, deterioration or failure resulting from:
  - A. Accident, misuse, negligence, abuse, neglect, improper handling, product modification or failure to follow instructions contained in your Owners Manual.
  - B. Improper or unauthorized testing, operation, alteration, disassembly, modification, adjustment or repairs.
  - C. Exposure to fire, water, excessive moisture, dampness, extreme changes in climate or temperature or other acts which are not the fault of KENWOOD and which the Product is not specified to tolerate.
  - D. Repair or attempted repair by anyone not authorized by KENWOOD.
  - E. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
  - F. Installation of the Product in, or removal of the Product from, the vehicle or other site of its use.
  - G. Use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
  - H. Use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
  - I. Normal and customary wear and tear.
2. Damage, defects, deterioration, failure or loss occurring during shipment (claims must be presented to the carrier).
3. Any unit which is not new when sold to the first end user or upon which the serial number has been defaced, modified or removed.
4. Damage, defects, deterioration or failure of antennas unless caused directly by defects in material and workmanship.
5. Damage, defects, deterioration or failure of rechargeable batteries if any of the seals on the battery enclosure of cells are broken or show evidence of tampering or if caused by use of the batteries in equipment or service other than in conjunction with the Product for which it is specified.

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

### HOW LONG IS THE WARRANTY

This Warranty will remain in effect for two (2) years for portables, mobiles and repeaters (except models NX-xxxx, TK-x180 TK-5x10G and TK-5x20 Series which have a three (3) year warranty). One (1) year for accessories including rechargeable batteries. Warranty is measured from date of purchase by the end user.

### WHO IS PROTECTED

This Warranty is enforceable only by the first end user. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This Warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

### WHAT WE WILL DO AND HOW TO OBTAIN WARRANTY SERVICE

KENWOOD will, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditioned parts) if found by KENWOOD to be defective in material and workmanship. If KENWOOD determines that it is unable to repair or replace such Product, KENWOOD shall refund the purchase price for such Product. The foregoing is subject to your returning the defective Product to an authorized KENWOOD Land Mobile dealer or authorized service center within the Warranty period, accompanied by a sales receipt or other evidence of the date of purchase. If it is necessary to ship the Product for Warranty service, you are responsible for the initial shipping charges, but KENWOOD will pay the return shipping charges if the Product is repaired or replaced under Warranty. You are responsible for any charges incurred in removing the Product from the vehicle or other site of use and for reinstallation of the repaired or replaced Product. All replaced Products or parts and Products or parts for which a refund has been given will become the property of KENWOOD.

### EXCLUSION OF OTHER WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. THIS IS THE COMPLETE WARRANTY GIVEN BY KENWOOD AND IT IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. KENWOOD ASSUMES NO OBLIGATIONS OR LIABILITY FOR ADDITIONS OR MODIFICATIONS TO THIS WARRANTY. ALL IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- B. KENWOOD'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT, AT KENWOOD'S OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS.

This Warranty is enforceable only in the United States of America and governed by the laws of the State of California.

If a problem develops during or after the Warranty Period, or if you have any questions regarding the operation of the product, you should contact your KENWOOD Authorized Dealer or Authorized Service Center. If the problem or your question is not handled to your satisfaction, please contact our Customer Relations Department at (310) 639-4200

JVCKENWOOD USA CORPORATION  
PO BOX 22745  
2201 East Dominguez Street  
Long Beach, CA 90801-5745



## LIMITED WARRANTY ON SYSTEMS, SYSTEM COMPONENTS AND SERVICES

JVCKenwood USA Corporation ("KENWOOD") warrants its Systems and System Components, including but not limited to, repeaters, controllers, power amplifiers, power supplies, power distribution panels, combiners, receiver multi-couplers, antenna systems, reinforced antenna systems, control stations, consoles as follows:

### HOW LONG IS THE WARRANTY

The Limited Warranty will remain in effect based on the following table, measured from the date of system acceptance on KENWOOD system contracts or date of invoice for standard systems and components.

<b>PRODUCT CATEGORY</b>	<b>WARRANTY PERIOD</b>
Kenwood Labeled System Components and Kenwood Integrated Complete Systems.....	2 Years
Non-Kenwood System Components.....	2 Years
Portable Handheld Radios, Mobile Radios and Land Mobile Accessories.....	See KENWOOD Land Mobile Radio Warranty
Systems Services (Including Engineering, Installation, & Programming).....	90 Days

### WHO IS PROTECTED

This Warranty is enforceable only by the first end user ("Buyer").

### PRODUCT WARRANTY

Except as specified below, this Warranty covers all defects in materials and workmanship in KENWOOD Systems and System Components. The following are not covered by the Warranty:

1. Damage, deterioration or failure resulting from:
  - A. Accident, misuse, abuse, neglect, product modification or failure to follow instructions contained in the Owner's and Operations Manuals.
  - B. Repair or attempted repair by anyone not authorized by KENWOOD.
  - C. Installation of parts or accessories that do not conform to the quality or specifications of the original parts or accessories.
  - D. Improper installation of the product in or improper removal of the product from any location.
  - E. Environmental conditions which adversely affect systems/product performance, including but not limited to temperature, water, excessive moisture, power surges, lightning, electro-static discharge, acts of God or other casualties which are not the fault of KENWOOD and which the Product is not specified to tolerate.
  - F. Battery leakage, water, or other elements.
  - G. Failure due to the use of a Product in conjunction with hardware or software electrically or mechanically incompatible with such Product.
  - H. Failure due to the use of a Product in conjunction with accessories or ancillary equipment not supplied by KENWOOD.
  - I. Normal and customary wear and tear.
2. Damage or loss occurring during shipment (claims must be presented to the carrier).
3. Any product, which is not new when sold to the first end user unless otherwise specified at time of sale.
4. Any product, upon which the serial number has been defaced, modified or removed.

### USE OF PRODUCT WITH NON-KENWOOD SUPPLIED EQUIPMENT AND ACCESSORIES

USE OF THE PRODUCT WITH ACCESSORIES OR OTHER EQUIPMENT NOT SUPPLIED BY KENWOOD OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY KENWOOD MAY BE DANGEROUS AND WILL VOID THE PRODUCT WARRANTY. ALL SUCH ACCESSORIES AND ANCILLARY EQUIPMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY. BECAUSE EACH SYSTEM THAT MAY INCORPORATE A PRODUCT IS UNIQUE, KENWOOD DISCLAIMS ANY LIABILITY OR WARRANTY COVERAGE FOR OR WITH RESPECT TO RANGE, COVERAGE OR OPERATION OF THE SYSTEM AS A WHOLE.

### WORKMANSHIP WARRANTY

KENWOOD warrants the Services performed by KENWOOD to be free from defects in workmanship for ninety (90) days from System Acceptance. KENWOOD's obligation and Buyer's remedy under this warranty for Services is limited to the correction of the defective Services. Such obligation and remedy are conditional upon the defect not being the result of mishandling, abuse, misuse, or improper maintenance by Buyer, or other causes not attributable to KENWOOD. The correction of defective Services shall be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer.

### WHAT WE WILL PAY FOR AND WHAT YOU MUST PAY FOR

KENWOOD will pay all labor and material expenses for items covered by this Warranty at KENWOOD's location in Suwanee, GA. or at one of the KENWOOD Authorized Service Centers. Contact the phone numbers below to determine where your product must be shipped (it depends on the product to be repaired as to where it is sent). If it is necessary to ship the product for Warranty service, you, the Buyer, are responsible for the initial shipping charges, but we will pay the return shipping charges at ground rates if the product is repaired or replaced under Warranty. The Buyer will pay any express return shipping costs. Unless KENWOOD has installed the system under contract, you are responsible for any charges incurred in diagnosing the problem, removing the product from the rack, cabinet, vehicle, or other site of use and for reinstallation of the repaired or replaced product.

### HOW TO OBTAIN WARRANTY SERVICE

Before sending any units for warranty work please call one of the phone numbers below to find out where your unit must be sent. KENWOOD in Suwanee, GA. or an authorized service center (depending on the product) must service your KENWOOD System or System Component. KENWOOD Systems customer service staff is available between 8:30 a.m. and 5:00 p.m., Monday through Friday Eastern Time. If you have difficulty in obtaining service, please write or telephone KENWOOD Systems at the address and phone numbers below.

### EXCLUSION OF IMPLIED WARRANTIES AND DAMAGES

Unless considered unlawful or unenforceable under applicable law:

- A. ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO KENWOOD SYSTEMS AND SYSTEM COMPONENTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.
- B. KCC'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT, AT KCCS OPTION, OF ANY DEFECTIVE PRODUCT, AND SHALL NOT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR OTHERWISE.

This Warranty is enforceable only in the United States of America.

JVCKenwood USA Corporation 1440 Corporate Drive Irving, TX 75038 (310) 639-9000

## **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (hereinafter referred to as "this Agreement"), by and between you or a user (hereinafter collectively referred to as "Licensee") and JVCKENWOOD Corporation, a corporation duly organized and existing under the laws of Japan and having its principal place of business at 3-12, Moriyacho, Kanagawa-ku, Yokohama-shi, Kanagawa, 221-0022, Japan (hereinafter referred to as "JVCKENWOOD"), is entered by clicking the by selecting the "I accept the terms in the license agreement" radio button and then clicking the "Next" button below and Licensee deems to have read and agreed to the terms and conditions contained in this Agreement, and JVCKENWOOD grants Licensee a right under the terms and conditions herein to use this software (hereinafter referred to as "Software") and any technical manuals supplied with the Software, and Licensee accepts such a right to use the Software in accordance with this Agreement.

Those whom disagree with the terms and conditions contained in this Agreement, Licensee shall not use the Software and any technical manuals supplied with this Software and shall dispose or uninstall the Software and any supplied technical manuals or return to the place where the Software and any supplied technical manuals were procured.

### **Article 1 Title and Copyrights to the Software**

All copyrights and other intellectual property rights for the Software and any technical manuals supplied with the Software are all owned by JVCKENWOOD.

A right to use the Software is granted to Licensee by JVCKENWOOD; however, the title to and ownership for the Software shall be reserved for and owned by JVCKENWOOD.

The Software is designed to run with multiple software and utilities of which third parties reserve and own all copyrights and other intellectual property rights. Licensee shall also comply with the software license agreement granted by each third party.

### **Article 2 Terms and Conditions to Use the Software**

JVCKENWOOD grants Licensee a right to use the Software by installing the Software. Licensee shall store or install a copy of the Software on a storage device only for a backup purpose, provided, however, that a copy of the Software shall be also treated as the Software itself.

Licensee agrees that the Software shall not be copied for backup purpose more than once. Licensee shall not copy the Software for a purpose other than making a backup file, and shall not sublicense, assign, lease, rent, resell or distribute the Software to a third party.

Licensee shall not revise, change, translate, merge, decompile, or reverse engineer the Software.

Licensee shall fully comply with any laws and regulations of the country or region of using the Software to operate and configure the transceiver.

### **Article 3 Limited Warranty**

JVCKENWOOD does not warrant that qualities and performances of the Software to conform to the applicability of any use, and JVCKENWOOD shall be free from liability for anything other than expressly described in the technical manuals supplied with the Software.

Under the terms and conditions contained in this Agreement, JVCKENWOOD shall be free from any obligations to provide maintenance or support for the Software or to notify Licensee of upgrades of

the Software.

JVCKENWOOD shall be entirely free from any responsibility and liability for any defects, damage or losses arising from changing configuration and parameters in the Licensee's computer and/or the Software, which is caused by any computer virus as a result of the Internet connection with the Licensee's computer.

#### **Article 4 Duration**

This Agreement shall become effective by clicking the "Agree" button below.

Licensee may terminate this Agreement at any time by uninstalling the Software from Licensee's computer and disposing of the Software.

JVCKENWOOD reserves the right to terminate this Agreement if Licensee does not comply with any provision herein or infringes any copyrights and other intellectual property rights owned by JVCKENWOOD.

Upon termination of this Agreement, a right granted to Licensee by JVCKENWOOD shall be revoked, immediately, without any notice from Licensee or JVCKENWOOD, and Licensee shall uninstall the Software from Licensee's computer and dispose of the Software.

#### **Article 5 Export Regulations**

Licensee shall fully comply with any export and import laws and regulations of the relating country or region if the Licensee intends to export or re-export or bring any computer(s) and/or any kinds of peripheral device(s) installed the Software (including the transceiver saved any date in it) to outside of the country or region of the Licensee, whether directly or indirectly, and shall obtain all required authorizations or licenses in advance.

#### **Article 6 Governing Law**

This Agreement shall be governed and construed in accordance with the laws of Japan and subject to the non-exclusive jurisdiction of the Tokyo District Court.

By clicking the "Agree" button below, Licensee deems to have agreed to the terms and conditions contained in this Agreement, JVCKENWOOD grants Licensee a right to use the Software to the extent of this Agreement, and Licensee accepts the right in accordance with all provisions herein. Licensee further agrees that this Agreement constitutes the entire agreement between Licensee and JVCKENWOOD with respect to the subject matter hereof and completely supersedes any prior consent, either oral or written. Any modification of this Agreement shall be made only by mutual consent and evidenced by a prior written amendment signed by both parties.