

Software License Agreement

This software license agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between the user and Tsuguhiko Tamaribuchi (hereinafter referred to as the “AUTHOR”) with respect to the use of the “GrWin Ver.1.1 Tool Kit” with the related materials (hereinafter referred to as the “SOFTWARE”) and the archive files and distributions for them (hereinafter referred to as the “DISTRIBUTION”).

Article 1: Title to the copyright

The copyright and any other intellectual property rights with respect to the SOFTWARE and DISTRIBUTION belong to the AUTHOR.

The SOFTWARE and DISTRIBUTION are protected under Japanese Copyright Law and treaties relating to copyrights. By this AGREEMENT, it is intended to grant a right to the user to use the SOFTWARE and DISTRIBUTION under non-exclusive conditions as set forth herein and any rights other than those granted under this AGREEMENT shall not be transferred, assigned, or granted.

Article 2: Scope of license

The AUTHOR grants the following rights to the user in a non-exclusive manner, provided that the user shall comply with the prohibitions stated in the Article 3 of this AGREEMENT;

- (1) To install the SOFTWARE on any computer by using the DISTRIBUTION;
- (2) To non-exclusively use the SOFTWARE;
- (3) To redistribute the DISTRIBUTION as is;

Article 3: Prohibitions

The user is not permitted to make any of the following conducts;

- (1) To sell, distribute, lease or assign the SOFTWARE and DISTRIBUTION or any copies thereof to any other third party or to permit any other third party to use them;
- (2) To distribute files with the same names as those in the SOFTWARE and DISTRIBUTION created derivatively from them;
- (3) To redistribute files of the SOFTWARE and DISTRIBUTION with changing names;

Article 4: Exemption

The AUTHOR makes no warranty or guarantee to any user with respect to the specifications and/or performances, etc. of the SOFTWARE and DISTRIBUTION and will not be held liable to any and all damages (including any and all damages arising out of any loss of or damage to the user’s information, etc.) arising out of any bug or defect, etc. which may be contained therein or from use or non-use thereof.

Article 5: Miscellaneous

1. This AGREEMENT shall be governed by and interpreted in accordance with the laws of Japan.
2. In the event of any dispute arising out of or in relation to this AGREEMENT, the parties hereto agree that Shizuoka District Court in Japan shall be the exclusive competent court of the first trial.
3. The user shall guarantee that it does not export the SOFTWARE and/or any DISTRIBUTION, directly or

indirectly, to any countries in violation of any laws, regulations, etc. of Japan, USA or any other countries (hereinafter referred to as the "EXPORT CONTROL LAWS, ETC.") and that the user does not use the same for any purpose prohibited by the EXPORT CONTROL LAWS, ETC. including any and all provisions pertaining to the prevention of proliferation of nuclear weapon, chemical weapon and/or biological weapon. The user shall observe any and all of such regulations, etc.

4. This AGREEMENT constitutes the entire and only agreement between the parties hereto and supersedes all previous understandings, commitments and agreements, whether oral or written, relating to the subject matter hereof.

Upon the user installs the SOFTWARE, he hereby is regarded to be with full understanding of the contents hereof and agreeing that it shall be legally bound by this AGREEMENT.