

# Software License Agreement

This agreement defines the terms and conditions of use for this software and related materials such as manuals.

The user agrees to the contents of the license agreement and installs the software, and it is considered that this contract is concluded when installed. If you do not agree, you must discard everything related to this software. In this case "discard" also includes uninstallation of the software installed on the computer system.

## Article 1(Define)

1 "Software" means all computer programs, data files and documentation files provided with this Agreement. This work shall also apply to the third party's work incorporated in the Software, unless otherwise stated in this Agreement, as contained in the "Software" set forth in this section.

2 "Use of software" means copying and installing on a storage device such as a computer hard disk, and executing or using software on a computer.

## Article 2(Terms of Use)

1 The form of the license is a site license (a form in which use is permitted only at the company, school, or group you purchased). It can be used only within the scope of the purchased site. The scope of the site to be licensed is, in principle, based on the condition that they are under the same command and control system and the condition that they are the same address, and more specifically they are defined as follows.

- (i) If the educational institution such as a school purchases, it will be one site in one laboratory unit. When using it for student experiments and exercises, it will be one site with the minimum scope for achieving the purpose, such as a department or a lecture.
- (ii) When purchasing in a company or group, it is licensed to the contract department of the company or group.
- (iii) When you purchase an individual, the home to which the individual belongs is one site.
- (iv) If these conditions do not apply, or if a special scope of permission is sought, we will consult separately.



#### Article 3(Restriction of Use)

Users shall not perform the following acts.

- 1 Copy or use the Software in violation of this Agreement;
- 2 Duplicating related materials such as document manuals.
- 3 Modify or reverse engineer this software program.
- 4 Unauthorized release or re-license of the Software, or loan, transfer, or sale of a copy of the Software.
- 5 To lend or sell the Software to a third party.
- 6 Entering into the program user registration information that has not been formally obtained from us and using it illegally.
- 7 Install "software" on a network server. However, this section does not apply if you have obtained the permission from the copyright holder, or if you purchased a separately supplied software for server installation.
- 8 Incorporate the Software into other products without permission without the permission of the copyright holder (including recording in an appendix media such as a book).
- 9 In the case of violation of the above matters, we will respond appropriately according to Article 6-2.

#### Article 4(Limited Warranty)

- 1 There is no guarantee that the quality and functionality of this software will fit your intended use. In addition, we do not take any responsibility for this software other than the contents explicitly stated in this agreement. The user is responsible for the selective installation of this software, and the same applies to the use of this software and any direct or indirect damages as a result.
- 2 When we correct software errors (bugs), we will provide software that corrects the errors or information about it through the Internet. This Agreement shall continue to apply to the modified software.
- 3 We will deal with software errors (bugs) one after another, but we may not be able to respond quickly due to various circumstances such as the environment we possess. In addition, we do not owe the duty to carry out the version upgrade by the correction of the error (bug) and the addition of the function.



#### Article 5(Expiration Date)

1 We may terminate this Agreement and terminate your use of the Software if you violate any of the terms of this Agreement or if you infringe the copyright on the Software.

2 If the material for using this software as an authorized user is lost or discarded due to intentional or negligence, it is considered that the effective period of regular use has expired. In this case, it will be possible to continue using it by purchasing it again after the prescribed procedure.

3 When a site license is contracted, the license agreement applies to all contracted site licenses, even if one of the users in the site has a deviance from the license agreement.

4 If this Agreement is terminated, Users shall promptly destroy the Software at their own expense. In addition, the fee paid for the software purchase will not be refunded to the buyer in any case.

#### Article 6(General Clause)

1 If any provision or part of this Agreement becomes invalid under the law, such part shall be deleted from this Agreement.

2 This Agreement supersedes any and all arrangements made between you and us prior to the conclusion of this Agreement regarding the licensing of licensed products.

3 This license of use of the Products shall be governed by the laws of Japan, and the Tokyo District Court or Tokyo Summary Court shall have exclusive primary jurisdiction with respect to all disputes arising with respect thereto.

If you have any questions regarding this Agreement, please contact us in writing.

July 24, 2019 NetVision Inc.