

Software License Agreement

* Please be sure to read this Agreement carefully prior to using this software.

* This agreement is deemed to be effectively concluded only when this software is acquired (with or without consideration) or rented with the consent of Kyowa Electronic Instruments Co., Ltd.

Article 1. Contract Formation

This Agreement becomes effective either at the moment the customer agrees to the Software License Agreement displayed at the time of installation or at the moment the customer opens the CD-ROM packaging, whichever comes first. If you are unable to agree to this Agreement, please return the Product to the location of purchase or rental within seven days of the date of delivery without taking any of the actions indicated in the first sentence of this Article 1. We do not accept any returned Product after effectuation of this Agreement.

Article 2. Service Conditions

1. We consent to customer's usage of this software in accordance with the following conditions :
 - (1) This software may be installed on solely one computer owned and operated by the customer.
 - (2) "Usage of this software" refers to the state in which this software is in use or capable of being used by loading and running this software in a computer's memory.
 - (3) It is not permitted to install copies of one and the same software on multiple computers. When wishing to use this software on multiple computers, the customer is required to purchase a separate copy of this software for each computer on which this software will be installed, used, displayed or run. This limit of one copy per computer shall apply even in the cases in which multiple computers are not using this software simultaneously.
2. In some cases, this software is composed of multiple independent software programs, but the customer is not permitted to divide these for use on multiple computers.
3. Any software component that is copyrighted by any third party (including software that is publicly available in source code form or at no charge, or modified versions thereof; hereinafter referred to as "Open-Source Software") may be included as a part of this software. The following terms and conditions shall apply to Open-Source Software.
 - (1) Use of any Open-Source Software shall be subject to the license terms set forth by the original right holder of the Open-Source Software ("Open-Source License"). If this software includes any Open-Source Software, we shall provide customers with the Open-Source License separately.
 - (2) In the event that this Agreement and any individual agreement in this Article, subsection 5 contains any conflicting provision with the respective Open-Source License, the content of the applicable Open-Source License shall prevail only to the extent of the conflict.
4. Customers may create no more than one backup copy of this software. The label on such backup copy must show that the copyright for the software is held by Kyowa Electronic Instruments Co., Ltd. The backup copy may only be used when this software becomes unusable due to unforeseen circumstances, and the articles of this License Agreement shall apply in regard to all matters other than service conditions.
5. This software must be used in accordance with this Agreement even in cases in which the software is only rented.

Article 3. Prohibitions

Customers may not perform any of the following actions excepting when allowed by this Agreement.

- (1) Copying this software, using a copy or copying related materials such as manuals, etc.
- (2) Modifying or reverse engineering computer programs, redistributing, consenting to reuse, or releasing to the public (including enabling releasing) this software wholly or in part, transferring of this License Agreement.
- (3) Allowing the use of this software via a network.
- (4) Disclosing or providing to a third party identifying information regarding products provided by us to customers.
- (5) Using this software on a system that allows simultaneous usage or sharing of a single computer, including a system in which multiple people are able to simultaneously log in to a single computer.
- (6) Allowing a third party to use the software in exchange for payment, or incorporating or other rental or assignment or transferring the software into commercial services.

- (7) Removing or nullifying pre-set technological restrictions in the software, publicly disclosing how to perform these procedures or using the aforementioned methods to copy, adapt or use the software.

Article 4. Our Liability

1. We do not guarantee that the functions, performance or quality of this software program are suitable for customers' purposes.
2. We are not liable for any and all damages incurred as a result of using this software or attached services, regardless of whether the damage is direct or indirect, except in the case of willful misconduct or gross negligence on our part.
3. The specifications of this software may be altered without advance notice. We are not liable for any and all damages as a result of such alteration.

Article 5. Special Provision on Update Software

If this software is provided as an updated version of any old software, this Agreement is applied to the customer who has possessed a valid license for such software of old version. In this case, such customer shall not use the older version of this software any more.

Article 6. General Provisions

1. Copyrights for this software belong to Kyowa Electronic Instruments Co., Ltd. (or if any Open-Source Software is included, any copyright of the Open-Source Software belongs to the original right holder of the Open-Source Software). These copyrights are protected under copyright law and the provisions of international treaties.
2. Customers shall comply with copyright law and other related legislation, including legislation relating to export control, when using this software.
3. In case a customer violates any article or condition of this Agreement or infringes upon our copyrights, we may immediately terminate this Agreement without any previous notice.
4. We do not warrant that this software does not infringe any copyright or any other right of any third party. We shall not be liable for any claim directly or indirectly arising out of infringement of any copyright or any other right (including any claim made by a customer due to a dispute between the customer and a third party), except in the case of willful misconduct or gross negligence on our part.
5. In the case that this agreement is cancelled or the rental period has expired, the customer shall promptly return or destroy this software (including backup copies) under their own responsibility. It shall not be possible to continue usage.
6. We are not liable for any damages incurred by customers and third parties as a result of this software becoming unusable wholly or in part (including backup copies) in accordance with the cancellation or completion of this agreement, except in the case of willful misconduct or gross negligence on our part.

Article 7. Dispute Resolution

1. In the case of a dispute relating to this Agreement, all parties shall make a rational effort to resolve the dispute amicably.
2. This Agreement shall be governed by and construed in accordance with the laws of Japan and the parties hereto submit to the exclusive jurisdiction of the Tokyo District Court of Japan with respect to all controversies arising from the interpretation and performance of this Agreement.

END



Kyowa Electronic Instruments Co., Ltd.
<https://www.kyowa-ei.com/>