

SOFTWARE LICENSE AGREEMENT

Please be sure to read the conditions of this "Software License Agreement" described herein prior to using the A&D Software.

This Software License Agreement was created by A&D Company, Limited and it applies to all Users that install the A&D Software. Users are only permitted to use the A&D Software upon agreeing to all of the conditions set forth below.

Customers must agree and satisfy all of the conditions of this contract before installing, copying or using this software in another manner.

A&D Company, Limited prohibits customers who disagree the terms of this Software License Agreement from installing or copying the A&D Software. Furthermore, A&D Company, Limited requires that you carefully read this Software License Agreement and fully understand your rights and obligations herein prior to using the A&D Software.

Software License Agreement

The software has been provided to the customer ("User") by A&D Company, Limited ("A&D") pursuant to the terms and conditions below.

1. Definitions

1.1. Software

"Software" refers to the program in a machine-readable format that has been recorded as memory data on a master disk and included in this package, in addition to the instruction manual and other data that explain the procedure for using the "Software"

1.2. Use

"Use" refers to the reading of memory data from the Software.

1.3. Designated Machine

"Designated Machine" refers to one (1) computer set up for the purpose of using the Software.

1.4. Copying

"Copying" refers to the duplication or reproduction in a similar or different format of memory data contained in the Software.

1.5. Alter

"Alter" refers to all updates or modifications to the Software, or the use of the Software in part or in whole to create other derivative software.

2. User Rights

2.1. A&D permits the User to use the Software pursuant to conditions of this agreement.

2.2. The User shall install and use the Software on only one (1) Designated Machine.

2.3. All ownership rights for the Software shall be retained by A&D.

3. Copying the Software

The User is strictly prohibited from copying the Software, unless the copies are made for the purpose of using the Software on the Designated Machine or the copies are made for the purpose of backup.

4. Altering the Software

The User may not alter, decompile, disassemble, decrypt, extract or otherwise reverse-engineer the Software or otherwise create any derivative works thereof.

5. Intellectual Property Rights

All copyrights and other intellectual property rights in the Software and any derivate thereof, irrespective of the reason, shall be retained by A&D or the person or legal entity described in the Software. The User shall not remove any annotations regarding copyrights or other rights

from the Software or any duplicates thereof.

6. Restrictions Regarding Sublicensing and Transfers

The User shall not transfer possession of the Software or any derivatives thereof to a third party, nor shall the User transfer any user rights or sublicenses without the express consent of A&D.

7. Copyrights and User Rights

All copyrights and user rights regarding materials, such as image files and symbols, shall be in accordance with those contained in the Software.

8. Warranties

Only those warranties described below are applicable to the Software. Furthermore, A&D does not warrant that the Software is free of defects.

8.1. A&D will exchange or replace the CD-ROM for the software or other print materials in the event that those materials contain defects.

8.2. A&D will not be liable in the event that a defect in the underlying Software causes an accident, damage or loss, or for negligence, misuse or other injury caused by reasons not attributable to A&D.

8.3. The User shall be responsible for the selection of the Software to achieve the User's expected results, as well as for the installation, use and results arising out of the use of the Software.

8.4. A&D shall not accept responsibility or provide warranty against defects in the Software.

8.5. A&D shall not accept any responsibility for any direct, indirect or consequential damages caused by the User arising out of the use of the Software, or any loss related to data, programs or other intangible assets, as well as any profit that should be acquired or loss regarding the Software.

9. Miscellaneous

9.1. A&D may upgrade the Software at any time, and the conditions for the distribution of the upgraded version will be decided by A&D.

9.2. Unless the User is provided with prior notice, the conditions of this contract and the information contained in other related notices shall apply. Furthermore, unless there are changes in the documents mentioned herein, the terms of prior and existing contracts and notices shall be deemed ineffective, and only the conditions of the latest contract or related notices shall apply.

10. Validation Period

10.1. This Contract shall become effective upon the installation of the Software by the User and shall remain effective until the User terminates this contract in accordance with 10.2. or 10.3. below.

10.2. This contract will terminate when the customer disposes of the Software, including backup copies, and deletes all data previously installed from the Software.

10.3. This contract will terminate immediately in the event that the customer disagrees with any of the conditions set forth herein.

10.4. The Customer must immediately dispose of the software in the event that this contract is terminated in accordance with conditions 10.3. above.

10.5. Clauses 3 to 11 shall remain effective beyond the termination of this agreement.

11. Obligations Extending Beyond Termination

Upon the termination of this contract, the User is responsible for destroying the Software and deleting the memory data on the User's Designated Machine to prevent the Software from being used by a third party. In addition, all duplicates and derivative materials relating to the Software must also be destroyed.