

SOFTWARE LICENSE AGREEMENT

Each customer (hereinafter referred to as “you”) is requested to carefully read this Software License Agreement (hereinafter referred to as “this Agreement”) before you install “WMZERO” which is a type of EML/EMC electromagnetic wave visualization measurement software provided by MORITA TECH CO., LTD. (the “Company”) (WMZERO is hereinafter referred to as the “Measurement Software”).

For using the Measurement Software as electromagnetic wave visualization measurement software, you need to separately enter with the Company into an individual agreement containing the payment obligation (hereinafter referred to as an “Individual Agreement”) and connect an exclusive-use dongle provided for you by the Company (hereinafter referred to as a “Dongle”) to your PC and, through the process, measure electromagnetic waves using a spectrum analyzer held by you.

If a Dongle is not connected to your PC or the effective period of an Individual Agreement concerned has expired, the Measurement Software may be used only as viewer software showing the past results of measurement of electromagnetic waves.

If you intend to use the Measurement Software and/or software for confirmation of ID installed in a Dongle (hereinafter collectively referred to as the “Software”), read this Agreement and click the “Agree” button. Upon clicking the button, you are regarded as having agreed to all the provisions of this Agreement. If you don’t agree to any provisions of this Agreement, click the “Not Agree” button.

Article 1 (License)

1. The Company will, only when you comply with the terms and conditions hereof, license you to use the Software on a nonexclusive basis, not selling the Software to you. The Company shall retain all rights not provided explicitly for you.
2. Based on this Agreement, you may install and use the Software. Except the scope explicitly allowed by the Company, you may not reproduce, decompile, reverse engineer, disassemble, modify or create any derivative work of all or part of the Software.
3. The Company will only provide you with the right to use the Software, not providing you with any copyright, patent right, other type of intellectual property right, ownership, etc. on the Software or derivatives thereof other than such use right, except for the scope otherwise stipulated herein.
4. You may not assign, give sub-license of or create a security interest on the use right

of the Software to or for any third party. Furthermore, you may not assign, sublease, create a security interest on or otherwise transfer the possession of the Software.

5. When you carry out of Japan or provide a non-resident defined in the Foreign Exchange and Foreign Trade Act with the Software or any product installing the Software, you shall comply with the Foreign Exchange and Foreign Trade Act and all other exportation-related laws of Japan and foreign nations, and you hereby agree to perform any and all procedures necessary therefor at the expense and responsibility of you.

Article 2 (Prohibition of Modification of Software)

You must not modify, adapt, process or otherwise change or alter the Software.

Article 3 (Guarantee concerning Software)

The Software shall be provided on an as-is basis, not guaranteed at all in terms of any defects. The Company recommends you to regularly install the latest measurement software specified in the Company's website, at your responsibility.

The Company does not and will not guarantee that functions contained in the Software will meet your requirements or the operation of the Software will not be interrupted or accompanied by any error. Furthermore, the Company does not and will not give such guarantee covering any other software or hardware provided together with the Software, either.

The Company may update the Software on its own judgement, at the timing determined at its sole discretion.

Article 4 (Exclusion of Guarantee)

All risks of loss, damage, etc. concerning the Software which may occur after your installment of the Software shall be borne only by you.

Article 5 (Restriction on Liability)

To the maximum degree not prohibited by laws, the Company shall not assume any liability in terms of lost profits, data disappearance, interruption of operation or any other commercial or special damage that may occur arising out of or in relation to the use or unusability of the Software.

In any case, the total amount of damages which the Company will be liable for to you shall not exceed the total amount of consideration paid by you to the Company (as provide for in Article 6 below).

Article 6 (Conclusion of Individual Agreement and Payment of Consideration)

1. An Individual Agreement between you and the Company shall be concluded by the process that the Company presents a written estimate to you, you propose the conclusion of the Individual Agreement through placing a corresponding order with the Company in writing or an electromagnetic manner and the Company presents its intention of the acceptance of the order to you, at the time of the completion of the process.
2. The amount of the consideration of the Software and the manner of the payment of the consideration shall be as set forth in a relevant written estimate referred to in the immediately preceding Paragraph.

Article 7 (Effective Period of Individual Agreement)

1. The effective period of each Individual Agreement shall be one (1) year.
2. When you wish to extend the effective period of an Individual Agreement, you shall propose the extension to the Company by placing a relevant order in writing or a electromagnetic manner.
3. The amount of the consideration of the Software and the manner of the payment of the consideration after the extension of the effective period of an Individual Agreement shall be the same as those for the original Individual Agreement.
4. When you don't wish to extend the effective period of an Individual Agreement, you may use the Software only as viewer software showing the past results of measurement of electromagnetic waves.

Article 8 (Handling of Dongle)

1. If you are a corporation, you can use a Dongle provided by the Company for shared use only within the corporation.
2. In the case where a Dongle provided by the Company to you becomes unable to be used including but not limited to the case of the breakdown or loss of the Dongle, you may receive a new Dongle from the Company by paying the price thereof separately fixed by the Company.

Article 9 (Termination of Agreement)

1. If you fall under any of the following Items, the Company may terminate this Agreement or an Individual Agreement:
 - (1) You fail to perform any of your obligations under this Agreement or an Individual

Agreement;

- (2) A bill or check issued or accepted by you is dishonored; you are subjected to a disposition of a clearing house to suspend the transactions with banks; or otherwise it is reasonably considered that your financial condition has remarkably deteriorated;
 - (3) You are subjected to an application for attachment, provisional attachment or auction covering any material property of you;
 - (4) You are subjected to a disposition for collection of tax in arrears;
 - (5) You are subjected to an application for the commencement of the proceeding of bankruptcy, corporate reorganization or civil rehabilitation;
 - (6) You commence the procedure of liquidation;
 - (7) You suspend the operation of or close your business;
 - (8) You resolve your dissolution or dissolve yourself;
 - (9) You violate any applicable law or perform any conduct against the public order and morality; or
 - (10) Otherwise than (1) to (9) above, the state of your property deteriorates or there occurs any remarkable change in your state of credit.
2. Even if the Company terminates this Agreement or an Individual Agreement based on the immediately preceding Paragraph and resultantly you suffer damage, the Company shall not be liable for such damage at all.

Article 10 (Exclusion of Anti-social Force)

When you enter into this Agreement or an Individual Agreement, you represent and warrant or will represent and warrant to the Company that none of you and your parent company, subsidiaries, affiliates, officers and employees is a Boryokudan (organized crime group), Boryokudan member, Boryokudan-related enterprise or group, Sokaiya (corporate extortionist) or other anti-social force (hereinafter collectively referred to as an "Anti-social Force") and none of you and them has been and will not be involved with any conduct or activities using or collaborating with an Anti-social Force.

Article 11 (Entire Agreement)

This Agreement constitutes the entire understanding and agreement between you and the Company concerning the subject matters hereof and is prioritized over and supersedes any and all prior oral or written communications, consultations, warranties, representations and agreements concerning the subject matters hereof.

Article 12 (Severability)

Even if any provisions of this Agreement or an Individual Agreement is invalid or illegal, that shall not affect the other provisions of this Agreement or the Individual Agreement at all and they shall remain in force and effect.

Article 13 (Competent Court and Governing Law)

1. Any and all lawsuits concerning this Agreement or Individual Agreements shall be subject to the exclusive jurisdiction as first instance of the Tokyo District Court.
2. This Agreement and Individual Agreements shall be governed by and construed in accordance with the laws of Japan.

Article 14 (Language)

This Agreement and Individual Agreements shall be prepared in Japanese or English. If there is any discrepancy between provisions of this Agreement or an Individual Agreement prepared in Japanese and provisions of that prepared in English, the former shall prevail in any case.

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