VividColors
"AForms Eats Pro 1"
Software License Terms of Use

This Software License Terms of Use (hereinafter referred to as the "<u>Terms</u>") stipulates the terms and conditions for or concerning granting a license to use a legitimate software products, "AForms Eats Pro 1" (hereinafter referred to as the "<u>Software</u>") of VividColors Co., Ltd., a corporation duly established and existing under the laws of Japan (hereinafter referred to as "<u>Company</u>") from Company to a customer (including without limitation an individual, corporation or any other legal entity, and hereinafter referred to as "<u>Customer</u>") who desires to purchase, or has purchased, Company's such Software. A license agreement which will be deemed to formed under this Terms between Customer and Company shall be referred to as the "<u>Agreement</u>".

The Agreement shall be deemed to be dully formed upon Customer's installation of the Software to a computer which is owned and/or controlled by Customer. If Customer does not agree to any provisions under this Terms, Customer shall not have any right, or get any license, to use the Software. The term "<u>Software</u>" shall include, but not limited to, certain software programs and related and/or associated documents (including without limitation any printed materials such as a documentation manual and electronic documents delivered on-line).

Article 1 -- Conditions for Use.

Company hereby grants Customer the following non-exclusive and non-transferable rights;

1. Rights to Use the Software
   Customer may install and use the Software on limited number of sites up to the number of licenses purchased by Customer.
   For clarification, "one (1) site" shall mean the whole environments and settings used for the Software at one (1) time, including verification environment, stand-by environment and development settings.
2. Rights to Use Documents; Customer may use, copy and print any documents for or relating to the Software up to the minimum number necessary for Customer to use the Software.
3. Rights to use Replacements, Modifications and Upgrade Version of the Software; Customer may use any replacements, modifications and/or updated versions of the Software which may be provided by Company under the provisions set forth in this Terms and/or under the terms and conditions which might be otherwise presented by Company in place of or as a substitute for these Terms.
4. Users; Customer shall ensure that any users other than Customer, if any, shall also adhere to and comply with the provisions in the Terms as is the case in Customer.

AArticle 2 -- Restrictions

1. Customer shall not reproduce or install the Software in any manner other than stipulated and granted hereunder.
2. Customer shall not analyse the Software by reverse-engineering or any other means or methods.
3. Customer shall not delete or revise any part of the Software in person
4. Customer shall not use the Software in any operating environment other than those ensured by Company.

5. Customer shall not transfer, assign, lend, sub-license, make public-transmission, rent or lease the Software to any third party or person, nor shall carry out any secondhand transaction concerning the Software with any third party or person.

Article 3 -- Termination.

In case of Customer's any breach of this Terms, Company may immediately terminate this Agreement. Upon such a termination, Customer shall immediately cease to use the Software.

Article 4 -- Copyrights.

Any and all copyrights to the Software, patents, know-how embodied in the Software, and any other intellectual property rights concerning the Software shall belong to Company.

Article 5 -- Export Control.

Customer shall in no manner export, bring out or license the Software to any party or person in any country or region outside the country or region where Customer resides at the time of installation of the Software.

Article 6 -- Warranty Clause.

1. Company warrants to Customer that the Software operates in accordance with the specification of the Software established by Company in so far as Customer uses the Software in the using environment as designated by Company.
2. Company does not and shall not warrant to Customer that any use of the Software will meet Customer's any particular purposes, or will solve Customer's any particular problems.
3. In case of any material trouble or defect concerning the Software, Company shall,   corresponding to the level of such trouble or defect, use its commercially reasonable efforts to provide to Customer replacements or repairing programs of the Software, and/or to provide information concerning the solution to such troubles or problems of the Software, under the conditions designated by Company. The scope of Company's warranty concerning any troubles or defects of the Software shall be limited to the provisions set forth in this Section 6-3.
4. Company shall in no manner be liable or responsible for any direct or indirect losses or damages (including without limitation any loss of profits, suspension of business, loss of business information, or any other monetary loss or damage) incurred by Customer and/or any third party or person arising out of or in connection with any use or any inoperability of the Software.
5. Company shall in no manner be liable or responsible for any problems or troubles developed between Customer and any other party or person caused by Customer's any breach of this Terms, and/or arising in connection with Customer's any use of the Software.

Article 7 -- Confidentiality.

Customer shall not disclose or divulge to any third party or person any confidential information of Company obtained by Customer from Company.

Article 8 -- Term of Agreement.

The term of this Agreement shall be from the effective date of this Agreement and shall remain in effect until Customer ceases to use the Software.

Article 9 -- Modification of the Terms.

Company may from time to time provide information relating to this Terms and/or the Agreement to Customer by any means which Company deems suitable or adequate, including without limitation by or through posting on Company's related websites, or sending emails or snail mails to Customer. In addition, Company may modify or replace any parts of the Terms without Customer's prior consent, and such modified versions or replacements of the Terms shall apply to the Agreement between Customer and Company relating to the Software.

Article 10 -- Governing Law/Arbitration

The provisions in the Terms and any other matters concerning the Agreement shall be governed by, and construed in accordance with, the laws of Japan, without reference to principles of conflicts of laws. Any dispute, controversy or difference shall be submitted to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association in Tokyo, Japan.

Article 11 -- Miscellaneous

Any supplemental provisions (if any) concerning the Agreement presented by Company to Customer shall be deemed to become part of the Terms, or shall prevail against the Terms respectively based on the provisions set forth in such supplemental provisions.

Period