

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE USING “Quick-CROSS3”, AND USE THE PRODUCT ONLY WHEN YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

SOFTWARE LICENSE AGREEMENT FOR Quick-CROSS3

Article 1 (License)

MACROMILL, INC. (hereinafter referred to as “the Company”), shall grant the right of non-exclusive use of Quick-CROSS3 (hereinafter referred to as “the Software”) to you under the conditions stipulated in the provisions of this agreement and within the scope of use specified by the company. However, the use of the software shall be based on the premise of conformance to the system requirements separately designated by the company. In addition, you shall be deemed to have agreed to this agreement by download or the start of use of the software.

Article 2 (Copyright)

1. The copyrights for the software, programs, documents, etc., that constitute the software shall be owned by the company and shall be protected under the copyright laws of Japan and the international treaties. You shall be prohibited from using, reproducing, reprinting, processing, modifying, selling or assigning to a third party, transferring possession, or making any other disposition of the software for commercial purposes without permission, which is beyond the approved scope clearly expressed under the agreement by the company.
2. Under no circumstances shall you be allowed to reverse engineer, decompile or disassemble the software.

Article 3 (Limitation of Warranty)

The software shall be used at your own responsibility, and the company shall not assume any liabilities for warranty of operation or against defects, including any other expressed or implied warranties.

Article 4 (Limitation of Liability)

1. The company shall not assume any liabilities for any and all damages (including but not limited to lost profits, special damages, business interruption, loss of business information, and other pecuniary damage) that may arise when either you or any third party installs or uses the software.
2. The software is licensed to you free of charge, and under no circumstances shall the company be liable for compensation with respect to any and all damages incurred by you.

Article 5 (Terms and Termination of Agreement)

This agreement shall remain effective until you end the use of the software. However, that in the event that you infringe on any of the provisions stipulated in this agreement, laws, or regulations in the use of the software, the company shall be entitled to terminate this agreement without any prior notice. Note that after the termination of this agreement, you shall immediately stop the use of the software. In the event the applicable infringement has caused loss to the company, the company shall be entitled to make a claim against you for any incurred damages.

Article 6 (Change of Specification)

The company may change or alter the contents of the software without prior notice to you.

Article 7 (Agreed Jurisdiction)

This Agreement shall be governed by and interpreted in accordance with the Japanese Law. Any disputes relating to or arising in connection to this agreement shall be settled at the court that assumes exclusive jurisdiction over the location of the company's head office as the court of first instance.