

JEMAI LCA Software Product (MiLCA) License Agreement

A request to the user:

Thank you for your purchasing this software product. The Japan Environmental Management Association for Industry (the "JEMAI") has determined "Terms and Conditions for Use of Software" (the "Terms and Conditions") as follows concerning use by users of the Software products and after-services for Users.

Please read the Terms and Conditions carefully before using the Software, and if you (the "End User") cannot agree with the Terms and Conditions, the grant of right of use of the installed Software will be withdrawn and the value therefor will be refunded upon communication with the person in charge of sales at JEMAI. This Software can be used only upon the condition that End User accepts and complies with the Terms and Conditions.

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JEMAI nonexclusively grant the use of Software as provided in Article 1 to the End User in accordance with the following provisions, and End User shall agree to the following provisions. Selection and introduction of granted software shall be performed at the responsibility of End User.

1. Target software

Software the use of which is granted by JEMAI to End User shall be as follows (the "Licensed Software" collectively):

- (1) All programs including additional programs developed by the third party in software products provided with the Terms and Conditions,
- (2) Database provided by JEMAI to End User via access by End User of central server managed by JEMAI over the Internet

2. Copyright

- (1) License Software is protected by the Copyright Law of Japan, and other applicable related laws, etc. Additional program T-E2A is copyrighted by Toray Inc.
- (2) End User may not remove labeling of copyright and other rights attached to the Licensed Software

3. Right of use

- (1) End User may use the Licensed Software on only one computer system (the "Computer") possessed by the End User at any given time.

4. Term

(1) The Terms and Conditions shall come into effect on the day when End User receives the Licensed Software.

(2) End User may terminate the use of the Licensed Software the use of which is granted under the Terms and Conditions by notification in writing that reaches JEMAI (address of JEMAI shall be as described at the bottom of the Terms and Conditions) by at least one (1) month prior to the desired date of discontinuation of use of the Licensed Software; provided, however, that in such instance the annual use fee already paid shall not be refunded.

(3) When End User breaches any of the provisions of the Terms and Conditions, JEMAI may at any time terminate the grant of use of the Licensed Software.

(4) Right of use of the Software shall remain in effect until license of Licensed Software is terminated pursuant to (2) or (3) above.

(5) When license to Software is terminated, other rights of End User under the Terms and Conditions shall also be terminated simultaneously. End User shall destroy the Licensed Software and all other reproductions thereof immediately after the termination of licensing of Licensed Software

5. Reproduction of Licensed Software, etc.

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(3) Reproduction of Licensed Software permitted under this Article shall not transfer rights to intangible property relevant to Licensed Software to End User.

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(1) End User shall not sub-license, assign, transfer or perform any other disposition of Licensed Software or rights of use thereof to any third party.

(2) End User may not use, reproduce, alter, connect or perform any other disposition of all or part of Licensed Software except for in the cases expressly specified in the Terms and Conditions.

7. Reverse compile, etc.

End User shall not reverse engineer, reverse compile or reverse assemble the Licensed Software.

8. Consent to collection of information for Internet base service

(1) The Software shall include a function to connect to the central server system managed by JEMAI (the "Server Connection Function") via the Internet. For details of the Server Connection Function, see the product manual.

(2) For Licensed Software, electronic authentication is used, and End User that uses the Licensed Software via the Internet shall be specified. This electronic authentication function is operated only when the Internet is used.

(3) Information of End User transmitted to Central Server System managed by JEMAI by Server Connection Function (the "Information" collectively) shall be as in (i) and (ii) below:

(i) Status of use by End User of Licensed Software specified by electronic authentication

(ii) Internet protocol address of End User

(4) End User shall be deemed to have agreed to collection of Information by JEMAI through use by End User of the Server Connection Function. JEMAI shall use Information only for the purpose of providing Internet-based services to the End User.

9. License authentication

(1) Licensed Software may be used normally by JEMAI authenticates license granted to the End User after End User downloads the Licensed Software.

(2) Software included in the Software is designed to prevent improper use. When JEMAI admits improper use, JEMAI may cause the license pertaining to the relevant improper use to be forfeited, and in such instance, Licensed Software will be unusable under this license.

10. Limitation of warranty

(1) JEMAI and owner of copyrights of the software make no warranty concerning the performance of the Licensed Software and effectiveness of use of the Licensed Software. Moreover, problems that arise in relation to the use of the Licensed Software shall be handled at the responsibility and expense of End User.

(2) When JEMAI and owner of copyrights of the software modify an error (bug) in the Licensed Software within one (1) year from the date of receiving the Licensed Software by End User, JEMAI shall provide to End User a program after the relevant error is modified, or a program for modification (these programs shall be hereinafter referred to be "Program Update"), or information concerning the modification. Program Update provided to End User shall be deemed to be Licensed Software.

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In no event shall JEMAI and owner of copyrights of the software be liable or responsible for damages of any kind arising for End User (including damages of lost earnings, losses arising from special circumstances (including the case where JEMAI has predicted or has been able to predict the possibility of such damages), and/or damages due to claim for damage compensation made against End User by a third party arising out of the use of the Licensed Software. When JEMAI bears liability to End User,

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12. Restriction of Use

End User must observe the following provisions for use of the Licensed Software:

- (1) End User must not transmit the Licensed Software to another computer via the network, or share Licensed Software with another computer via the network.
- (2) End User must not distribute illegal data or data contrary to public morals and order using the Licensed Software.
- (3) End User must not launch services preconditioned on the use of the Licensed Software without permission of JEMAI.
- (4) End User must not reproduce, forward or distribute the data obtained by use of the Licensed Software without permission of copyright holders.
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13. Other

- (1) End User must not export the Licensed Software from Japan by any means.
- (2) Disputes relevant to this license shall be settled subject to the jurisdiction of Tokyo District Court.

14. Entire Agreement

This License constitutes the entire agreement with respect to the Licensed Software and its attached documents, and supercedes all prior agreements with respect thereto.

15. Modification

This License may be modified only with the signature of a fully authorized representative of JEMAI.

< Contact >

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