

License Agreement

MALT for Windows (including programs, documents and dongle, hereafter called 'MALT') is protected by copyright law and international copyright treaty. Kagaku Gijutsu-Sha as publisher and MALT Group as copyright holder (hereafter we call both of them 'K&M') are willing to license you to use MALT only if you agree to abide by the terms below. **Please read the terms, and if you agree to be bound by them, you may continue using MALT as provided to you. In this case, please fill and send user registration form at <http://www.kagaku.com/malt/>.** If you do not agree to abide by the terms of the agreement please do not use MALT and send MALT to Kagaku Gijutsu-Sha immediately. When you open the package enclosed herein, it shall be regarded that you have agreed to this agreement even if you do not send the user registration form.

1. Definition

This agreement defines the licensing terms of MALT between the licensed user (hereafter, the user) and K&M.

2. License Statement

- 1) The user may use MALT only at 1 PC at a time.
- 2) The user may not use MALT under network environment such as LAN.
- 3) The user may not make alterations in MALT.
- 4) The user may not sell, grant sublicenses, lease or otherwise distribute MALT to others in any form, including electronically.
- 5) The user may not make secondary products of MALT without express written consent of K&M. The secondary product means that it includes MALT in whole or part.
- 6) The user may not publish any publication (including electronic one) targeting MALT without express written consent of K&M except for the user's own article just quoting MALT as a reference.
- 7) The user may make its own program as a child program of MALT using 'MALT Direct' interface which MALT provides. In this case the user should use 'MALT Direct' interface and let the program work only under MALT accordingly.

3. Limited Warranty

MALT is offered as it is, and no upgrading or modification will be done.

- 1) In no event, shall K&M be liable for any incidental or consequential damages arising from any claim under or in connection with this agreement, whether such liability is asserted in contract or in tort.
- 2) Kagaku Gijutsu-Sha warrants that the physical media (CD-ROM and USB dongle enclosed herein) to be free from defects in materials and workmanship for a period of ninety (90) days from the original purchase date. If the user gives notification within the warranty period of defects in materials or workmanship, and the notification is determined to be correct, Kagaku Gijutsu-Sha will replace the defective media.
- 3) All other warranty, express or implied, including but not limited to, any implied warranty or condition of merchantability or fitness for a particular purpose are specifically disclaimed. All other implied terms are excluded.

4. Others

- 1) The user agrees to not translate, disassemble, or reverse-engineer MALT. The user agrees not to redistribute or make publicly available any license information received from K&M.
- 2) The program and documentation are delivered in digital format only. The user agrees to retrieve the program and documentation, as well as any relevant maintenance updates from the Web site which Kagaku Gijutsu-Sha specifies. Neither digital storage media nor printed documentation will be delivered to the user. Only exception is the package delivered at the original purchase which includes CD-ROM and USB dongle.
- 3) This Agreement is governed by the laws of Japan, excluding choice of law rules.