Femtet License Agreement

This Femtet License Agreement is made and entered into by and between any company or organization who use the Software(defined in the following)(the "User") and Murata Software Co., Ltd ("Murata Software").

BY INSTALING THE SOFTWARE BASED ON PROCEDURE AS REQUIRED HEREIN, YOU ARE DEEMED AS A BINDING USER TO THESE TERMS HEREIN, AND ARE REPRESENTING THAT YOU HAVE THE AUTHORITY TO DO SO.

MURATA SOFTWARE WILL GIVE THE USER THE LISENCE FOR THE USE OF THE SOFTWARE ACCORDING TO THESE TERMS AND NEITHER ASSIGNS NOR SELLS THE SOFTWARE AND ANY OTHER RIGHT OF THE SOFTWARE TO THE USER HEREIN.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO ACCESS, DOWNLOAD, COPY OR OTHERWISE USE IN ANY MANNER THE SOFTWARE.

To use of the Software, the USER agrees as follows;

Article 1.(Definition)

1.1. "Femtet" is the simulation software that Murata Manufacturing Co., Ltd develops, owns and grant Murata Software the license to use and distribute. The trademark of "Femtet" is registered and owned by Murata Manufacturing Co., Ltd.

1.2. "Software" shall mean Femtet(specified in following), its user interface, any specification, operation manual and any other document provided by Murata Software relating to Femtet.

1.3. "License Fee" means the license fee owed by User to Murata Software for the grant the license to use the Software during the License Term.

1.4. "License Term" means the term which the User may use the Software.

1.5. "License Key" means the software necessary to use the Software and to avoid the unauthorized use and/or copy of the Software.

Article 2.(License)

2.1. Subject to the User's compliance with terms and conditions hereof, Murata Software grants the User a non-exclusive, non-transferable license to use the Software.("License")

2.2. The User may use the Software at the specific computer or client computer during the License Term. The User shall comply with the technical conditions specified in the specifications, the operation manual and any other documents to install and drive the Software.

2.3. In no event that this Femtet License Agreement grants the User any right for the use of Murata Software's trademark and service mark or any other relevant right. Murata Software and Murata Manufacturing Co., Ltd have and shall retain ownership of any and all right with regard to the Software not stipulated herein.

Article 3.(Application)

3.1. The User shall request the License by sending Murata Software the designated form ("Application").

3.2. Upon User's completion of both Application and the payment for License Fee, Murata Software shall, through e-mail or any other means, provide the User the License Key to use the Software.

Article 4.(License Term)

License Terms shall become effective on the date of Murata Software's provision of License Key to User and shall remain in force for twelve (12) months thereafter. Notwithstanding foregoing, the License Term maybe renewed for additional period of twelve (12) month after the expiry date of existing License Term with the procedure specified in following Article5 herein.

Article 5.(Extension)

5.1. Murata Software sends the User the e-mail for prior notice of the expiration of existing License Term.

5.2. In the event that the User desires to extend the License Term, the User shall make payment for the License Fee for another　License Term to the bank account designated by Murata Software.

5.3. The completeness of the payment of License Fee specified above Article5.2 shall be deemed as the application for the extension of the License Term. Murata shall, through e-mail or any other means, provide the User the License Key to use the Software for extended License Term.

Article 6.(License Fee)

6.1. License Fee shall be otherwise agreed between both parties.

6.2. In no event that Murata Software reimburses the User any portion of paid License Fee.

Article 7.(Restriction)

The User shall not;

(i) lend, lease or mortgage the Software;

(ii)assign, sell, or grant any third party the sublicense of the right for License granted herein and/or any right relating to the Software;

(iii) alter, adapt, reverse engineer, de-compile, or disassemble the Software;

(iv) copy any portion of the Software, except to make one (1) copy of the Software for backup and archival purpose; and

(v) make third parties available for the access to any portion of the Software in any manner, including, but not limited to, using any automatic public transmission system and updating in on a server or internet.

Article 8.(Warranty)

8.1. THE SOFTWARE IS LICENSED "AS IS", AND MURATA SOFTWARE DOES NOT MAKE ANY WARRANTIES RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATBILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OR NON-DEFECT IN RIGHT.

8.2. IN NO EVENT MURATA SOFTWARE SHALL BE LIABLE FOR; (I)ANY AND ALL LOSS AND DAMAGES INCURRED BY THE USER OR ANY OTHER THIRD PARTY ARISING OUT OF USE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO THE LOSS OF LICENSE KEY OR THE USER'S DATABASE, SERVER DOWN OR STAGNANT OF ANY OPERATION; AND (II)THIRD PARTY'S CLAIM, DEMAND, LAWSUIT OR CAUSE OF ACTION AGAINST THE USER RELATED TO THE SOFTWARE.

Article 9.(Maintenance Support)

9.1. User's inquiry Murata Software's response, information and/or advisement to thereto shall be made in the designated contact form.

9.2. Murata Software, at its own discretion, provides updated or upgraded Software for User.

9.3. Except for above Article 9.1 and 9.2 herein, Murata Software does not provide any maintenance or support with regard to the Software for the User.

9.4. In any sense, any response, information and/or advisement provided by Murata Software neither add nor expand the scope of Murata Software's warranties specified in Article8. Murata Software shall not liable for any and all loss and damages incurred by User as a result of response, information and advertisement provided by Murata Software.

Article 10.(Confidential Obligation)

10.1. The User shall ;

(i) not disclose the information provided by Murata Software with regard to the License ("Confidential Information") to any third party without Murata Software's prior written consent;

(ii) not use the Confidential Information for any purpose other than the purpose to use the Software; and

(iii) exercise the same degree of care to guard against disclosure ot use of the Confidential Information as User employs with respect to its own confidential information of like importance, but in any event, no less than reasonable care.

10.2. The Confidential Information shall not include following information;

(i)is in at the time of disclosure or thereafter or enters the public domain through no fault of the User;

(ii)is known to the User at the time of disclosure or thereafter becomes known to the User without similar restriction from a source other than Murata Software; or

(iii)is, at any time, developed by the User independent of any disclosure from Murata Software as evidenced by written record.

Article 11.(copyright)

The property, copyright and any and all other intellectual property with regard to the Software are owned by Murata Manufacturing Co., Ltd and protected by the Copyright Act and/or any other relevant law.

Article 12.(Export)

12.1. The User shall; (i) comply with any and all relevant laws of the country on where User intends to export the Software (including its copies); and (ii) obtain the license or approval before exporting the Software if relevant law or authorities of the exporting countries require such license or approval

12.2. The User shall not, directly or indirectly, export, re-export, transship or provide

with the Software or any derivatives thereof to;

(i)any countries, districts, their nationals or resident subject to sanctions or other trade controls of United States ("US"). For details, refer to Murata Software's website (URL**************); and

(ii)any organization or person on the list of prohibition or restriction of trade issued by the US Departments of Commerce, State and the Treasury.

12.3. The Software (including its copies) shall be neither used, transferred nor released to anyone, either by itself or in conjunction with other components, for use by military end users or for development, production or use of any weapons, (including, but not limited to, Weapons of Mass Destruction or conventional weapons), or goods or systems specially designed or intended for military end-use or military end users.

Article 13.(Termination)

Murata Software may immediately terminate this Femtet License Agreement and the License if any of following events occurs;

(i)User breaches any provision of this Agreement and fails to cure such breach within reasonable period after written notice complaining thereof from Murata Software;

(ii)any proceeding is instituted by or against the other Party seeking to dissolution, liquidation, winding up, reorganization.

(iii) the government or any other authority revoke User's license or business registration,

(iv)the User files or subject to; (a)auction for the purpose of provisional attachment, provisional ruling, enforceable or foreclosure, (b)adjudication bankrupt or insolvent, or (c) the entry of an order for relief or the appointment of receiver, trustee, custodian or other similar official for the User for any substantial part of its property and assets;

(v) the User admits in its inability to pay its debts or is ordered the suspension of payment by the government or any other authorities; or

(vi) Murata Software has the reasonable reason to deem User becomes, or is feared to become, financially insecure.

Article 14.(Acceleration)

In case of any of events specified in above Article 13, the User shall immediately perform any and all debt owing under this Agreement.

Article 15.(Browse of the data)

The User shall not use the Software after License Term in any case.

Article 16.(Miscellaneous)

Any matter or question not stipulated herein shall be discussed and determined between Murata Software and the User,