

TERMS AND CONDITIONS FOR USE OF "ICOT FREE SOFTWARE"

The following Terms and Conditions for use of "ICOT FREE SOFTWARE"

is applied to all of:

- * ICOT Free Software that ICOT releases
- * Revised ICOT Free Software after its release
- * Software produced by AITEC's Research Funding Program.

1. Purposes and Background of ICOT Free Software.

The Institute for New Generation Computer Technology ("ICOT") had been promoting the Fifth Generation Computer Systems project under the commitment of the Ministry of International Trade and Industry of Japan (the "MITI"). Since April 1993, ICOT has been promoting the Follow-on project to the FGCS project. This follow-on project aims to disseminate and further develop FGCS technology. The FGCS project and the Follow-on project (collectively, the "Project") have been aimed at creating basic technology for novel computers that realizes parallel inference processing as their core mechanism, and contributing toward the progress of computer science by sharing innovative knowledge and technology with the research community worldwide.

Innovative hardware and software parallel inference technology has been under development through the Project, which involves varieties of advanced software for experiments and evaluation. This software, being at a basic stage of research and development, should be disseminated widely to the research community.

According to the aims of the Project, ICOT has made this software, the copyright of which does not belong to the government but to ICOT itself, available to the public in order to contribute to the world, and, moreover, has removed all restrictions on its usage that may have impeded further research and development in order that large numbers of researchers can use it freely to begin a new era of computer science.

This program together with any attached documentation (collectively, the "Program") is being distributed by ICOT free of charge as ICOT Free Software.

2. Free Use, Modification, Copying and Distribution

Persons wanting to use the Program ("Users") may freely do so and may also freely modify and copy the Program. The term "modify," as used here, includes, but is not limited to, any act to improve or expand the Program for the purposes of enhancing and/or improving its function, performance and/or quality as well as to add one or more programs or documents developed by Users of the Program.

Each User may also freely distribute the Program, whether in its original form or modified, to any third party or parties, PROVIDED that the provisions of Section 3 ("NO WARRANTY") will ALWAYS appear on, or be attached to, the Program, which is distributed substantially in the same form as set out herein and that such intended distribution, if actually made, will neither violate or otherwise contravene any of the laws and regulations of the countries having jurisdiction over the User or the intended distribution itself.

3. NO WARRANTY

The program was produced on an experimental basis in the course of the research and development conducted during the project and is provided to users as so produced on an experimental basis. Accordingly, the program is provided without any warranty whatsoever, whether express, implied, statutory or otherwise. The term "warranty" used herein includes, but is not limited to, any warranty of the quality, performance, merchantability and fitness for a particular purpose of the program and the nonexistence of any infringement or violation of any right of any third party.

Each user of the program will agree and understand, and be deemed to have agreed and understood, that there is no warranty whatsoever for the program and, accordingly, the entire risk arising

from or otherwise connected with the program is assumed by the user.

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