

This End User License Agreement (this “Agreement”) shall govern the terms and conditions of end user licenses for ESPELUX Edu (“Licensed Software”) which you (the “Licensee”) have purchased from Asahi Intecc Co., Ltd. (the “Licensor”) either directly or through its distributions. This Agreement shall form a legal agreement between the Licensee and the Licensor.

Article 1 DEFINITIONS

1.1 Definitions

Capitalized terms used in this Agreement shall have the following meanings:

“DVD-ROM” shall mean DVD-ROM in which the Licensed Software in object code is recorded.

“Intellectual Property” shall mean patent, copyright, trademark, trade secret, know-how and other industrial and intellectual property rights.

“License” shall mean a non-exclusive and non-transferable license to install and use the Licensed Software at one client or one stand-alone computer.

“Licensed Software” shall mean ESPELUX Edu.

“Licensed Software Package” shall mean a set of (i) DVD-ROM, (ii) the User Manual and (iii) one License Key per each License purchased by Licensee.

“License Key” shall mean a USB dongle to be provided for each License that has functions to unlock and enable the Licensed Software.

“User” shall mean an individual who uses the Licensed Software under the License; provided that an User must be either Licensee or an officer or employee of Licensee.

“User Manual” shall mean the user manual of the Licensed Software that are made available by Licensor to Licensee.

Article 2 THE RIGHTS OF LICENSEE GRANTED UNDER LICENSES

- 2.1 Licensee shall have the right to install and use the Licensed Software at one client or one stand-alone computer per each License purchased by Licensee.
- 2.2 The Licensed Software Package shall be delivered to Licensee promptly after Licensee’s purchase of the License.
- 2.3 Licensee shall not modify the Licensed Software.
- 2.4 Each License shall be non-assignable. Licensee shall not have any Licensed Software used by any third parties other than officers and employees of Licensee.
- 2.5 The License shall remain valid indefinitely until and unless the License is terminated pursuant to Article 8.

Article 3 REGISTRATION OF USER

Prior to the installation of the Licensed Software, Licensee shall have the User fill in, execute and submit to Licensor a User Registration Form in the format designated by Licensor, which shall set forth (i) the name, the position and job title and contact information of the User, serial number of the License Key and other information reasonably required by Licensor and (ii)

consent of the User to the terms and conditions set forth in this Agreement and the Licensor's privacy policy.

Article 4 PROHIBITION OF REVERSE-ENGINEERING

Licensee shall not analyze, reverse-engineer or decompile either the Licensed Software or the License Key.

Article 5 DEFECTS IN LICENSED SOFTWARE

- 5.1 If Licensee notify to Licensor a defect in the Licensed Software within one (1) year from the date of delivery of the Licensed Software Package, and, thereafter, provides such additional information with respect to such defect as Licensor may reasonably request, Licensor shall make the best efforts to correct the defect so notified. Unless the defect is caused by gross negligence or intentional misconduct of Licensor, the foregoing shall be the sole remedy for the defect.
- 5.2 If a defect in the Licensed Software is caused by gross negligence or intentional misconduct of Licensor, Licensor shall compensate direct damages of Licensee caused by such defect.

Article 6 WARRANTY OF LICENSE KEY AND DVD-ROM

- 6.1 Licensor warrants that the License Key and the DVD-ROM function properly for one (1) year from the date of delivery of the Licensed Software Package when handled and used properly. If Licensee notify to Licensor a failure of the License Key or the DVD-ROM within one (1) year from the date of delivery of the Licensed Software Package, Licensor shall replace such failed License Key or DVD-ROM at the costs of Licensor unless such failure is caused by mishandling of the License Key or the DVD-ROM or external force. The foregoing shall be the sole remedy with respect to failure of the License Key or the DVD-ROM.
- 6.2 Replacement of the failed License Key or the failed DVD-ROM not covered by the warranty provided in the preceding Section shall be subject to a fee to be determined by Licensor at its discretion.
- 6.3 Licensee shall submit the failed License Key to Licensee in case of the replacement of the License Key under this Article 6. If Licensee loses the License Key or is otherwise unable to submit the failed License Key, no replacement License Key shall be provided.

Article 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Licensor represents and warrants that it has full right and authority to license the Licensed Software.
- 7.2 Licensor represents and warrants that the Licensed Software do not infringe Intellectual Property rights of any third party.
- 7.3 Licensor shall indemnify and hold harmless Licensee against any liabilities, losses, damages, costs and expenses arising from breach of non-infringement warranty provided in this Article 7.

Article 8 TERMINATION OF LICENSES

- 8.1 Licensor may terminate the License immediately in the event that:
 - 8.1.1 Licensee breaches any obligation hereunder, and such breach is not remedied within thirty (30) days after receipt of written notice specifying such breach;
 - 8.1.2 Licensee ceases to function as a going concern, or to conduct its operations in the normal course of business; or

8.1.3 Receivership, bankruptcy or any other insolvency proceedings are commenced by or against Licensee, or an assignment for the benefit of creditors, voluntary winding up or liquidation of its business by Licensee occurs, whether or not with the aid and assistance of any court.

8.2 Upon termination of the License under Section 8.1, Licensee shall (i) uninstall the Licensed Software licensed under the terminated License, (ii) return to Licensor the License Key of the terminated License, and (iii) delete or return to Licensor all copies of the Licensed Software.

Article 9 LIMITATION OF LIABILITIES

Notwithstanding anything to the contrary in this Agreement, the aggregate liabilities of Licensor in connection with each License shall not exceed the price of such License paid by the Licensee.

Article 10 MISCELLANEOUS PROVISIONS

10.1 Prohibition of Export. Licensee shall neither export Licensed Software, DVD-ROM and/or the License Key from Japan, nor use them outside of Japan.

10.2 Waivers. No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of such right or remedy by such party.

10.3 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein.

10.4 Amendment. Licensor reserves the right to amend this Agreement without the consent from Licensee in accordance with Article 548-4 of the Japanese Civil Code, if:

10.4.1 Such amendment conforms to the general interest of licensees of the Licensed Software; or

10.4.2 Such amendment is consistent with the purpose of this Agreement and is reasonable in light of the given circumstances.

10.5 Governing Law. This Agreement shall be governed by the laws of Japan without reference to conflicts of law principles.

10.6 Jurisdiction. The Nagoya District Court shall have the exclusive agreed jurisdiction in the first instance over any and all disputes arising out of or in connection with this Agreement or the License.

(End)