

# END-USER LICENSE AGREEMENT

Change Vision, Inc.  
2nd Version as of 1 May, 2008

## **Important:**

Please read carefully all of the following terms and conditions.

THIS END-USER LICENSE AGREEMENT ("**this Agreement**") is a legal agreement between you (either an individual, a firm or a single entity) and Change Vision, Inc. (the "**Company**" or "**we**") for a software product named "TRICHORD" including computer programs, associated media, printed materials and online or electronic documentation (collectively the "**Product**"). The Product is licensed to you under the terms and conditions of this Agreement. By installing, copying, downloading, accessing, or otherwise using the Product, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install or use the Product.

## **Article 1 Copyright**

1. The Company shall retain copyright and any other proprietary rights in and to the Product, and the Product is protected by copyright laws and international copyright treaties or by the copyright notice or other intellectual property notice.
2. The Product is licensed, not sold. You do not have any right other than the license granted under this Agreement.

## **Article 2 Grant of License**

The Company shall grant you the following rights:

1. If you agree to the terms and conditions of this Agreement and complete the prescribed user registration and license registration on our website, the Company provides you with the license key necessary to use the Product. The license key includes the user name and the company or organization name, etc. For the license to be registered, you need the license number and the validation code (collectively the "**License Authentication Key**") notified by the Company or its official distributor and partner (collectively the "**Partner**"). The date on which you registered the license is hereinafter referred to as the "**Effective Date**."
2. If you agree to the terms and conditions of this Agreement and are an association or corporation, a single individual in charge of the Product belonging to such association or corporation completes the prescribed user registration and license registrations on our website, the Company provides the person in charge of the Product with the license keys, up to the permitted numbers

of licenses to use the Product. The license keys include the name of the person in charge of the Product and the company or organization name.

3. The Company authorizes only person who has purchased the licensed Product through the Company or the Partner to be allowed to use the Product under this Agreement.
4. The Company grants to our customer who has made a license registration or (in case of our customer being an association or corporation) a single individual belonging to such association or corporation (the "**Registered User**") a personal, non-exclusive, non-transferable, limited license to use the Product (the "**User License**").
5. If the Registered User is a single individual who is licensed to use the Product, such user may install and use the Product on an appropriate limited number of computers.
6. You may distribute your own copyrighted works based upon the Product to others in accordance with this Agreement. You may make an appropriate limited number of copies of the Product on a backup storage device such as hard disk, optical media or tape and physical CD media solely for the purpose of replacement in the event of destruction or loss of an original copy of the Product.
7. If you are an association or corporation and have purchased multiple licenses of the Product, a single individual in charge of the Product belonging to such association or corporation may make copies of the Product, up to the permitted numbers of licenses for the purpose of distributing to designated users.
8. The Company shall retain all rights in and to the Product except for the license granted to you expressly in this Agreement.

### **Article 3 Prohibited Use**

You may not:

- (1) copy the Product except as provided in Article 2 of this Agreement;
- (2) alter, reverse engineer, disassemble or decompile any software included in the Product;
- (3) sell, distribute, lease or assign to others the copies of the Product or information such as the License Authentication Key or license key relating to the license of the Product; or
- (4) sublicense to any third party to use the Product.

### **Article 4 Limited Warranty**

1. The Company warrants that media for the Product will, under normal use, be free of defects in materials and workmanship during the first ninety (90) days from the Effective Date of this Agreement (the "**Warranty Period**"). In any case, the Company's sole obligation under this warranty is to replace the defective media returned to the Company during the Warranty Period. This warranty shall not apply to the damage arising from misuse, abuse or carelessness by you. The Warranty Period of the defective media is applicable to such replaced media.

2. Should the Product not be in compliance with the warranty as provided in the preceding paragraph, you may notify the Company in writing during the Warranty Period and return the defective Product and then the Company will provide you with the replacement
3. The Company in no way warrants merchantability or fitness of the Product for a particular purpose, nor warrants performance, results or other contents arising out of or in connection with the Product.
4. The Company in no way makes any further representation of warranty, express or implied, on the Product.

#### **Article 5 Limitation of Liability**

Except as provided in Article 4, in no event shall the Company be liable to you for any special, incidental, indirect or consequential damage or any damage arising out or in connection with the use or performance of the Product including any claims for such damages by a third party against you, whether the Company is informed of the possibility of such damages. Should the Company be liable to you, the maximum amount of such liability shall not exceed the amount of money actually paid by you for the Product.

#### **Article 6 Support Services**

1. The Company shall provide to the customer who has made a user registration and license registration with respect to license for each of the Products the following support services related to the Product free of charge for the period from the Effective Date of this Agreement to the date provided separately. Support services shall be provided in English or Japanese:
  - (1) provision of minor upgrades including the adjustment to defects and the improvement of the Product; and
  - (2) response to inquiries relating to the operation of the Product (including information of the known problems of the Product) except the team development functions.
2. The Company shall provide to you who have purchased support license for extension of the support effective period with respect to the license for each of the Products owned by you, the support services as set forth by the Company for a period from the end of the support effective period for the license of the Product to the end of the period prescribed by the Company separately for the license for each of the Products.
3. You shall promptly notify the Company upon any change to items of the user registration with respect to respective licenses for all the Products owned by you.
4. Our obligation related to the support services shall be limited to the reasonable efforts as provided for in paragraph 1 of this Article. The Company shall not be required to provide the support services to the following persons:
  - (1) a person who has not completed the user registration in accordance with the procedure set

- by the Company;
- (2) a person who has not notified us upon any change to items of the user registration as provided in the preceding paragraph;
  - (3) a person whose user registration has been removed at the request of such person;
  - (4) a person whose support effective period has expired; or
  - (5) a person who uses the Product without paying for license of the Product.
5. The Company may cease to render the support services without prior notice in any of the following events:
- (1) when we need emergency maintenance of the computer system;
  - (2) when we are unable to operate the computer system by reason of force majeure such as fire, electric power outage or interruption by any third party; and
  - (3) when we deem it necessary to suspend the operation of the computer system due to emergencies other than above.
6. Notwithstanding anything provided in the preceding paragraph, the Company may cease to render the support services for the Product with one (1) year prior notice, and in such event the Company shall have no obligation to provide to you any support services related to such Product.

#### **Article 7 Special Agreement**

The following terms and conditions (the "**Special Agreement**") shall be applicable to the specific edition or special license of the Product and shall be added to Articles 2, 3, 4 and 6. When any discrepancy arises between the Special Agreement and other provisions of this Agreement, the Special Agreement shall prevail.

#### Trial License (including software for evaluation purposes and beta version)

1. Provided that you agree to comply with the terms and conditions of this Agreement, you may use the Product only for evaluation and demonstration purposes pursuant to this Agreement. Unless otherwise specifically permitted by the Company, you may not use the Product for the commercial, business or profit purposes.
2. During a trial period determined by the Company separately, you may use the Product and create derivative works on the basis of the Product under the trial license during such trial period (including the data, printed materials and computer source codes; hereinafter referred to as the "**Derivative Works**"); provided, however, you may not use or distribute such Derivative Works other than for the evaluation purpose.
3. Articles 4 and 6 shall not be applicable to the trial license. The Company shall have no obligation to give warranty or render the support services during the trial period.
4. Upon termination of the trial period, you may not continue to use the Product unless you

purchase the license of the Product. If you do not purchase the Product at the time of such termination, you must delete and destroy completely all copies of the Product, all of its component in any form and all of the Derivative Works. If you wish to continue use the Product after the trial period, you must purchase the license of the Product for use of the Product from the Company or any of the Partners.

5. The stop function is built into the Product so that you may not continue to use the Product after the termination of the trial period.

#### Limited Timed License (Timed License)

1. You may use the Product for the period from the date you designated at the registration to the end of the period specified for each license. The stop function is built into the Product so that you may not continue to use the Product after the termination of the period for use.
2. The Company shall provide you with the support services related to the Product for the period set forth in the preceding paragraph. You may not extend the period for support services through the support license.
3. Upon termination of the timed license period, your timed license may be extended if you purchase and register another timed license.

#### **Article 8 Confidentiality**

1. All information disclosed by the Company under this Agreement including the contents of this Agreement shall be treated as strictly confidential ("**Confidential Information**") and you may not disclose the Confidential Information to any third party without the Company's prior written consent, nor abuse the Confidential Information. You may disclose the Confidential Information only for reasonable cause such as in compliance with judicial or other governmental order; provided, however, that in such event you shall give a prompt prior notice to the Company.
2. The obligation under this Article shall not apply if such information is any of the followings:
  - (1) Information which was in your possession at the time of disclosure;
  - (2) Information which is or becomes public knowledge without your fault;
  - (3) Information which becomes available to you on an unrestricted basis from a third party; or
  - (4) Information which was independently developed by you.
3. The preceding paragraphs shall survive the expiration or termination of this Agreement.

#### **Article 9 Personal Information**

1. The Company, for the purposes of our provision to you of information provider service to

members and relating to downloading of software, purchase and support of products, management of information on members, announcement of event seminars, etc., may collect and use and, unless your request for removal is received, keep for three (3) years the following information on you ("**Personal Information**", including any updates), with the necessary protective measures taken against divulgence of and abuse of the Personal Information:

- (1) your name, company or organization name, address, phone number, e-mail address, etc. that we collect under paragraphs 1 and 3 of Article 6;
  - (2) products you purchased, user registration date, renewal of contract, information disclosed in relation to your payment, etc. and items relating to agreements by and between you and the Company, and;
  - (3) your inquiries and your answers to questioners, etc..
2. The Company will use the Personal Information for the following purposes. The provision of information to you within the purposes mentioned below will be made to you by means of e-mail, post, phone or fax.
- (1) to make descriptions in the license key for the purposes of identification of the Registered User and the computer in which the Product is installed or used;
  - (2) to offer the support services set forth in Article 6;
  - (3) to notify you of the renewal of the agreements;
  - (4) for our product development and marketing; and
  - (5) for our business promotion concerning to our products or services.
3. The Company may entrust our affiliates or distributors with a part or whole of our business to the extent that each of the items prescribed in the preceding paragraph is carried out. In such event we require such affiliates or distributors to maintain confidentiality of the Personal Information through confidentiality agreement.
4. You may make a request to disclose your own Personal Information based on the objective facts we hold. If you think that any Personal Information we hold about you is incorrect or wrong, you may request that we adjust or delete such Personal Information.
5. You may request that the Company stop using your Personal Information for the purpose of our business promotion mentioned in item 5 of paragraph 2 of this Article. In such event you agree that such services will become unavailable to you as provision of the support services, additions and/or changes of computers used for the Product and announcement of renewals.
6. You agree that after the expiration or termination of this Agreement the Company may continue to use your Personal Information based on the user registration provided to us pursuant to paragraph 1 of this Article for a certain period of time should there be reasonable reason.
7. The Company may disclose your Personal Information as appropriate if required to do so by law through governmental agencies or any other institution with quasi-authority.

**Article 10 Error Reporting**

The error reporting functionality is built into the Product so that the Product will create error reports and send to the Company when errors occur. Error reports include information about the Product such as the installation directory, user name and etc, and information about your computer the Product is installed on such as user name. You may refuse to send report, or remove all or part of information from error report before it is sent.

**Article 11 Termination**

This Agreement shall be immediately terminated if you breach any of the terms and conditions of this Agreement, and accordingly the license provided for in this Agreement shall also be terminated. In such event, you shall immediately stop using the Product you hold and remove all of the copies of the Product.

**Article 12 Governing Law**

This Agreement shall be governed by, interpreted and construed in accordance with the laws of Japan. The parties hereby submit for all purposes of or in connection with this Agreement to the exclusive jurisdiction of the Tokyo District Court.