

## **MagicConnect Software License Agreement**

Yokohama i-Mark Place. 4-4-5, Minatomirai, Nishi-ku,  
Yokohama City, Kanagawa Pref., Japan  
NTT TechnoCross Corporation

This software license agreement ("Agreement") is an agreement between the company or public organization that concludes a MagicConnect ASP Service Contract ("Customer") and NTT TechnoCross Corporation ("Company") regarding use of the MagicConnect software ("Software").

The configuration of the software licensed by the Company to the customer is shown in the Application form and Notification of Start of Service of MagicConnect ASP Service (hereafter called the "ASP Service Application"). The Agreement shall be considered to be in effect from the time the Software is installed on a computer or other device.

### **Article 1 (Ownership of Copyright)**

Copyright and all other intellectual property rights related to the Software and/or to documents related to the Software (hereafter called "Related Documents") reside with the Company and/or with corporations, groups, or individuals which have licensed to the Company the resale or re-resale rights, including sub-licensing and sub-sub-licensing rights, to the respective portions thereof. The Software and Related Documents are protected under the Copyright Law and under treaties, etc., related to copyright. The Software and Related Documents are licensed for use and are not to be sold.

### **Article 2 (Scope of License)**

The Company shall license the following items to the customer:

- (1) Installation and use of the programs for target equipment and for control PC on the number of computers, etc. allowed under the license, in accordance with software installation licenses listed in the ASP Service Application.
- (2) Copying of the Software and Related Documents for the sole purpose of creating backups.

### **Article 3 (Prohibited Actions)**

The customer is not permitted to take the following actions:

- (1) Make copies of the Software and Related Documents, except for the purposes regulated in Article 2, Paragraph 2 of this Agreement.
- (2) Modify the Software, or otherwise perform reverse engineering, reverse compiling, or reverse assembling.
- (3) Sell, distribute, lend, or transfer the Software or Related Documents, or copies thereof, to a third party.
- (4) Supply the Software and Related Documents to an ASP service.
- (5) Use the Software and Related Documents in any manner other than stipulated case in Article 2, Paragraphs 1 of this Agreement.
- (6) Changing the current target equipment to different target equipment within 7 days from the time of initial connection for the current target equipment.
- (7) Directly or indirectly carry or export the Software into any country or region banned by laws of Japan, related ministerial orders, or ordinances.

#### **Article 4 (Use of Applications to be Run on the Software)**

Before use, the customer has a responsibility to confirm that application programs to be run on the Software are not in violation of licensing terms for those application programs. The customer shall agree to assume sole responsibility for any problems related to the target program license that may arise through the customer's use of the application programs.

#### **Article 5 (Software Support)**

The customer may receive the following support services.

The support service consists of a) up to five email-based inquiries and responses regarding the Software each month, and b) receipt of maintenance software released by the Company.

Troubleshooting analysis, on-site support, installation work for the Software, and support for applications that the customer is running on the Software, are not included in this support service.

The maintenance software referred to above is software used to add minor functions or to correct problems. The above support service does not apply to receipt of new Software versions that would provide major improvements in Software functions.

#### **Article 6 (Quality Guarantee)**

When the customer has obtained and held a valid license from the Company or from a legitimate supplier of the Software, the Company shall provide a guarantee to the customer that the Software will substantially achieve the content stipulated by the Company for Software functions, for a period of 90 days from the time of the customer's legitimate acquisition of the Software. The above, however, is not a guarantee that the Software will operate as stipulated by the Company regardless of usage scenarios. The customer shall understand and accept that ordinary operation of the Software product can be affected by the status of other concurrently running application programs, and by the status of the network, etc., and that the Software product may therefore not operate as stipulated. The "substantially achieve" above means that the Software will operate as stipulated by the Company when the Software is run under certain conditions (a combination of the computer, the operating system, the status of other concurrently running application programs, and the status of the network, etc.), and following procedures.

If, at any time within 90 days from the customer's legitimate acquisition of the Software, the customer can prove to the Company that there is no operation condition or operation procedure existing under which the Software operates as stipulated by the Company, the Company shall repair the software and provide it to the customer within 90 days from the time of application for repair. If the Company is for some reason unable to repair the Software, the customer shall be able to abrogate this Agreement and demand repayment of the amount paid for the Software. The above does not apply, however, if the customer has obtained the maintenance software.

The customer shall accept that the Company makes no other guarantees than the above, either explicitly or implicitly.

#### **Article 7 (Disclaimer of Responsibility)**

With regard to defects or faults, etc., in the Software and/or Related Documents, the Company shall not be responsible for any damages to the customer (including damages due to loss of customer information, defamation, etc.) arising from the use of or inability to use those items.

#### **Article 8 (Period of Agreement)**

The effective period of this Agreement shall extend from the time the customer agrees to the Agreement until use of the Software is terminated. If the customer violates any of the Agreement articles, the Agreement shall be immediately terminated, and the license stipulated in Article 2 herein shall also be terminated immediately. Upon the termination of the Agreement, the customer shall without delay destroy the Software and the Related Documents, as well as any copies thereof.

#### **Article 9 (Updating this Agreement upon Receipt of Maintenance Software)**

If the customer has obtained maintenance software in accordance with the above support service, this Software license agreement shall be replaced by the agreement accompanying such maintenance software.

#### **Article 10 (Alternative Dispute Resolution)**

Disputes arising in relation to this Agreement and/or to any of its articles shall be finally settled by arbitration pursuant to the Commercial Arbitration Rules of The Japan Commercial Arbitration Association in Tokyo. In addition, language and law used in arbitration shall be Japanese and Japanese law.

THE END