

End-User License Agreement for the PassLogic Software

This End-User License Agreement is a legal agreement between you and Passlogy Co., Ltd. ("Passlogy") regarding the Passlogy's software product "PassLogic." Carefully read all the terms and conditions of this Agreement prior to installing or downloading the SOFTWARE. Installing or downloading the SOFTWARE indicates your acceptance of these terms and conditions. If you do not agree to any of these terms and conditions, you are not authorized to install, download, use, or copy the SOFTWARE.

Article 1 Definition

"SOFTWARE" means all or any part of Passlogy's software product titled "PassLogic," including any of its upgrades or updates, related media, documentation, specification and user's manuals to be provided by Passlogy to you in any manner or form.

Article 2 Ownership of the SOFTWARE

Passlogy retains all right, title and interest in and to all copyrights, patents, trademarks, trade secret and other intellectual property rights regarding the SOFTWARE and any underlying technology (including algorithm) and derivative works thereof. You acknowledge that such intellectual property rights are owned and controlled by Passlogy and protected in accordance with the copyright law and other intellectual property law and related treaties which are effective in Japan and other countries. The license under this Agreement is not a sale of the original or any copy of the SOFTWARE. You acknowledge that you are receiving only a limited license to use the SOFTWARE and that you shall not obtain any title, ownership or other rights in or to the SOFTWARE.

Article 3 License

Subject to the restrictions provided under this Agreement, Passlogy grants to you a limited, non-exclusive, non-transferable and revocable license, without the right to sublicense:

- a) to install and use a single copy of the SOFTWARE on a single computer to be operated by you;
- b) to make one copy of the SOFTWARE solely for backup purposes and use such a copy solely for re-installation; provided that you are not authorized to use both the original copy and backup copy of the SOFTWARE at the same time without obtaining the additional license from Passlogy to authorize you to do that.

Article 4 Restrictions

- (1) You will not copy or use the SOFTWARE except as expressly permitted by this

Agreement. You will not (i) modify the SOFTWARE or (ii) attempt to reverse engineer, decompile or disassemble any portion of the SOFTWARE.

(2) You will not transfer, sell, sublicense, rent, or lease the SOFTWARE, or use it for third-party training, commercial time-sharing or service bureau use.

(3) You will not use the SOFTWARE on multiple computers without Passlogy's prior written consent. The SOFTWARE is licensed to you as a single product, and thus you are prohibited from taking the SOFTWARE apart and using such portions on multiple computers.

(4) You will not remove nor modify any indication or notice of patents, trademarks, copyrights or other intellectual property rights on the SOFTWARE without prior written consent of Passlogy.

Article 5 Confidentiality

You shall keep in confidence any portion of the SOFTWARE provided by Passlogy and shall not disclose to any third party or publish in any manner the contents of the SOFTWARE without prior written consent of Passlogy. This provision shall survive the termination of your license or this Agreement.

Article 6 Term of this Agreement

This Agreement shall become effective upon the day when you install the SOFTWARE on the computer designated by you, and shall remain in effect until terminated under Article 7 below.

Article 7 Termination

(1) Passlogy may, without prejudice to any other rights or remedies, terminate your license or this Agreement by giving a written notice to you with immediate effect, if any of the following events should occur:

a) if you fail to perform any of your obligations under this Agreement or comply with any term or condition of this Agreement, which failure remains uncorrected for more than fourteen (14) days after receipt of a written notice specified the default;

b) if you file a petition in bankruptcy, or a petition in bankruptcy is filed against you, or you become insolvent, bankrupt, or make a general assignment for the benefit of creditors, or go into liquidation or receivership;

c) if you cease or threaten to cease to carry on business or dispose of the whole or any substantial part of its undertaking or its assets;

d) if the control on you is acquired by any person or group not in control at the time of this

Agreement;

e) if you conduct any act of fraud or dishonesty or any other act which brings you or Passlogy into disrepute in the community or which materially and adversely affects the business or reputation of you or Passlogy;

f) if you are, or have any kind of relationship with, any of gangs, gangster organizations or other crime syndicates; including providing any fund to such crime syndicates, or your business be controlled or affected, directly or indirectly, by such crime syndicates.

(2) If this Agreement is terminated due to any of the causes listed above, you shall (i) stop using the SOFTWARE immediately, (ii) permanently delete it from the memory or equipment where it resides, and (iii) destroy all copies of the SOFTWARE and related documents in your possession, confirming to Passlogy in writing that you have done so. The provisions of Articles 4, 5, 8, 10 and 14 will continue in effect after this Agreement's termination.

Article 8 Warranty:

(1) Passlogy warrants that it is authorized to enter into this Agreement, to provide you with the rights granted hereunder and to perform its obligations hereunder.

(2) THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND YOU AGREE TO USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PASSLOGY NOR ITS DISTRIBUTOR MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTY, ANY WARRANTY OR REPRESENTATION; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR. NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH THE USE OF THE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PASSLOGY NOR ITS DISTRIBUTOR WARRANTS THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT IT WILL MEET YOUR REQUIREMENTS.

Article 9 Force Majeure

Neither party shall be liable for delay or damages if prevented from fulfilling its obligations by reason of Force Majeure causes, including but not limited to acts of war (whether declared or undeclared), insurrection, terrorism, or acts of hostility (such as invasion or bombing), lockouts, strikes, riots, fires, governmental restrictions, export restrictions imposed by a government, in general by reason of any cause beyond your and/or Passlogy's control, provided that the affected party gives notice to the other party.

Article 10 Limitation of Liability

In any case, the liability of Passlogy and its distributors for all damages hereunder shall be limited to the amounts actually paid by you to Passlogy or its distributors for the SOFTWARE. In no event will Passlogy or its distributors be liable in connection with this Agreement or its subject matter, under any theory of liability, for any indirect, incidental, special, consequential or punitive damages, or damages for lost profits, revenue, business, savings, data, use, or cost of substitute procurement, even if advised of the possibility of such damages or if such damages are foreseeable. The parties acknowledge that the liability limits and risk allocation in this Agreement are reflected in the SOFTWARE price and are essential elements of the bargain between the parties, without which Passlogy would not have provided the SOFTWARE or entered into this Agreement.

Article 11 Export control

You agree not to export or re-export to any country the SOFTWARE or any underlying technology or information in any form in contravention of any applicable Japanese or foreign export laws and regulations. You also agree that you shall not make use of the SOFTWARE for "Military Purposes" without prior written consent of Passlogy. In this Article, "Military Purposes" means the design, development, manufacture or use of any weapon including without limitation nuclear weapon, biological weapon, chemical weapon and missiles.

Article 12 No Assignment:

You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without prior written consent of Passlogy. Any purported assignment, transfer or delegation by you will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Article 13 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended unless executed in writing by the duly authorized representative of Passlogy, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

Article 14 Governing Law and Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of Japan. You agree that any action related to this Agreement will be brought in the District Court of Tokyo, Japan.