

END-USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between the original user of this software or the user's assignee and PFU LIMITED ("PFU") for the PFU software known as Raku2 Smart ImageWriter Installation Tool ("Software"). THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE, INCLUDING YOUR EMPLOYER OR ANY OTHER LEGAL ENTITY ON WHOSE BEHALF YOU USE THE SOFTWARE (COLLECTIVELY, "YOU" AND IN THE POSSESSIVE FORM, "YOUR"). YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS EULA. BY DOWNLOADING, INSTALLING, COPYING, OR USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND OTHER THIRD PARTIES' LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

1. Grant of License: Permitted Use

You can install this Software in multiple computers. However, you may not redistribute this Software to third-party users.

2. Backup Copy

You may make a reasonable number of backup copies of the Software, provided that your backup copies are not installed or used for any purpose other than archival purposes.

3. Restrictions

(1) You shall not sell, lease, assign, transfer, sublicense, disseminate, modify, translate, disclose, duplicate, reproduce or copy the Software (or permit any of the foregoing to be done by any other party), without the prior written consent of PFU. You shall not, except to the extent expressly permitted by applicable law, reverse engineer, reverse compile or reverse assemble the Software or otherwise attempt to create the source code from the Software. You agree to treat the Software as the confidential and proprietary information of PFU or its licensors and suppliers. You may not rent, lease, lend or otherwise provide to others commercial hosting services with the Software.

(2) You may use the Software in worldwide.

(3) YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS NOT DESIGNED, DEVELOPED OR MANUFACTURED FOR ANY USE THAT MAY GIVE RISE TO FATAL RISKS OR DANGERS OR FOR ANY USE THAT COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PHYSICAL DAMAGE, OR OTHER LOSS IN THE ABSENCE OF EXTREMELY HIGH SAFETY REQUIREMENTS BEING FOLLOWED (EACH OF SUCH USES BEING HEREINAFTER REFERRED TO AS A, "HIGH SAFETY REQUIRED USE"). HIGH SAFETY REQUIRED USES SHALL INCLUDE WITHOUT LIMITATION, NUCLEAR REACTION CONTROL IN NUCLEAR FACILITIES, AIRCRAFT FLIGHT CONTROL, AIR TRAFFIC CONTROL, MASS TRANSPORT CONTROL, MEDICAL LIFE SUPPORT SYSTEMS, AND MISSILE LAUNCH CONTROL IN WEAPON SYSTEMS. PFU DISCLAIMS ANY LIABILITY FOR DAMAGES CAUSED BY USE OF THE SOFTWARE IN ANY HIGH SAFETY REQUIRED USE. IN ADDITION, YOU AGREE NOT TO USE THE SOFTWARE IN ANY HIGH SAFETY REQUIRED USE.

(4) You acknowledge and agree that the Software is not designed to provide the complete protection for computers or computer networks against unauthorized access or computer viruses or otherwise and that neither PFU nor any of its affiliated companies, suppliers or resellers is liable for any damage to the Software, or to Your computers or computer networks, caused by such unauthorized access or computer viruses. It is Your responsibility to take proper security measures to avoid such unauthorized access or computer viruses.

4. Reservation of Rights and Ownership

PFU or its licensors and suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is protected by copyright and other intellectual property laws and treaties. Except as expressly stated herein, this EULA does not grant You any intellectual property rights in the Software. All rights not expressly granted are reserved by PFU, its licensors and its suppliers.

5. Export Control

You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. and other governments.

6. LIMITED WARRANTY

AS THIS SOFTWARE IS PROVIDED WITHOUT CHARGE, PFU SHALL NOT WARRANT THIS SOFTWARE.

NOR UNDER ANY CIRCUMSTANCES SHALL PFU OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING FROM THE USE, PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF PFU HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous Provisions

(1) If you fail to comply with the terms and conditions of this EULA, this license and your rights in the Software shall terminate immediately. In such event, you must destroy all copies of the Software and all of its component

parts.

(2) This EULA shall be governed by and construed in accordance with the substantive laws of Japan, without regard to conflict of laws principles. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(3) This EULA sets forth the entire agreement and understanding between You and PFU relating to the Software, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software. It may not be modified or changed in any way without the express written consent of the parties hereto.

(4) If any provision of this EULA is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

PFU LIMITED