

Konica Minolta END USER LICENSE AGREEMENT

PLEASE READ CAREFULLY THE LICENSE AGREEMENT BELOW BEFORE DOWNLOADING THIS SOFTWARE. DOWNLOADING THIS SOFTWARE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITION BELOW. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD NOT DOWNLOAD THE SOFTWARE.

1. SOFTWARE

"Software" means the computer program contained in this Konica Minolta's web site and downloaded on royalty-free basis (which may include digitally encoded, machine readable, scalable outline font data as encoded in a special format), together with all codes, techniques, software tools, format, design, concepts, methods and ideas associated with the computer program and all documentation related thereto.

2. LICENSE AGREEMENT

This is a license agreement and not an agreement for sale. Konica Minolta Business Solutions Europe GmbH. ("Konica Minolta") owns, or has been licensed from other owners, copyrights in the Software. Except as stated in this Agreement, you are not granted any rights to patents, copyrights, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses in respect of the Software. Title to the Software and any copy made from it is retained by Konica Minolta or such other owners.

3. LICENSE

Konica Minolta, hereby grant to you, and you agree to accept a non-exclusive, non-transferable and limited license and you may:

- (1) install and use the Software on a single computer ("Base Computer") and other computer, which are connected to the Base Computer via inhouse network, only for your own customary business or personal purpose,
- (2) allow users of the computers described above to use the Software, provided that you assure that all such users comply with the terms of this Agreement,
- (3) make a copy of the Software for backup or installation purpose only in support of the normal and intended use of the Software, and
- (4) transfer possession of copies of the Software to another party by transferring a copy of this Agreement and all other documentation along with at least one complete unaltered copy of the Software, provided that
 - (i) you must, at the same time, either transfer to such other party or destroy all your other copies of the Software,
 - (ii) such transfer of possession terminates your license from Konica Minolta, and
 - (iii) such other party shall accept and be bound by these license terms by its initial use of the Software.

4. RESTRICTIONS

- (1) You shall not without the written consent of Konica Minolta:
 - (i) use, copy, modify, merge or transfer copies of the Software except as provided herein.
 - (ii) reverse assemble or reverse compile the Software except as permitted by law; or
 - (iii) Sublicense, rent, lease or distribute the Software or any copy thereof.
- (2) You shall not export or re-export the Software in any form under violation of export restrictions by the government of your country.

5. LIMITED WARRANTY

The Software is not warranted and is provided "AS IS."

THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The disclaimer of warranty hereunder does not affect your statutory rights.

6. LIMITATION OF REMEDIES

IN NO EVENT WILL KONICA MINOLTA BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM USE OR INABILITY TO USE THE SOFTWARE, EVEN IF KONICA MINOLTA OR ITS AUTHORIZED REMARKETERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY YOU BASED ON A THIRD PARTY CLAIM.

7. TERMINATION

You may terminate your license at any time by destroying the Software and all your copies of it or as otherwise described in these terms. Konica Minolta may

terminate your license if you fail to comply with these terms. Upon such termination, you agree to destroy all your copies of the Software.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the country where the delivery is made to the original customer.

9. GOVERNMENT END USERS

If you are acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 252.227-7013, subdivision (b)(3)(ii) or subparagraph (c)(1)(ii), as appropriate. Further use, duplication or disclosure is subject to restrictions applicable to restricted rights software as set forth in FAR 52.227-19(c)(2).

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. NEITHER PARTY SHALL BE BOUND BY ANY STATEMENT OR REPRESENTATION NOT CONTAINED IN THIS AGREEMENT. NO CHANGE IN THIS AGREEMENT IS EFFECTIVE UNLESS WRITTEN AND SIGNED BY PROPERLY AUTHORIZED REPRESENTATIVES OF EACH PARTY.