

MEDIAEDGE SOFTWARE LICENSE AGREEMENT

TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY: By (a) clicking the “I agree” or “I accept” button located below, (b) downloading, installing, copying, or otherwise using the Software, (c) breaking or opening any seal on the packaging of the Software, or (d) signing any signature page or cover page accompanying these terms and conditions, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If Licensee does not so agree, Licensee is not granted any rights with respect to the Software, and Licensee must not download, install, copy, or otherwise use the Software and must promptly delete any partial or full copy of the Software and/or, if Licensee obtained the Software on a tangible medium, return the Software. Any such return must be made to the entity from which the Software was obtained (whether Licensor or a distributor or retailer) and the original receipt or invoice for the Software must be presented. Upon such return, Licensee will receive a refund of the amount paid for the Software.

THIS AGREEMENT APPLIES NOTWITHSTANDING ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT OR RECORD PROVIDED BY LICENSEE, whether in written, electronic, or any other form (“Order”). If there is any such Order, LICENSOR HEREBY EXPRESSLY MAKES ITS ACCEPTANCE OF SUCH ORDER CONDITIONAL ON LICENSEE’S ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, including, without limitation, any terms and conditions herein that are different from or not contained in the Order. Licensor expressly rejects any terms and conditions contained in the Order that are different from or in addition to those contained in this Agreement. Licensee acknowledges that LICENSOR IS UNWILLING TO ENTER INTO AN AGREEMENT RELATING TO THE SOFTWARE THAT CONTAINS ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS AND ASSENTS TO LICENSOR’S REJECTION OF ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS. No conduct by Licensor, including, without limitation, transfer, delivery, shipment, or installation of any Software, shall constitute, or be construed to constitute, Licensor’s assent to or recognition of a contract containing terms and conditions that are different from or are not contained in this Agreement.

1. DEFINITIONS. In addition to any terms defined elsewhere in this Agreement, the following terms will have the meanings given to them below in this Section 1 (whether used in the singular or plural):

1.1 “Agreement” means this software license agreement together with any signature page, cover page, exhibits, and attachments hereto and the terms and conditions thereof.

1.2 “Documentation” means any manuals, instructions, documentation, and similar materials, including in electronic form, associated with or relating to the Software or its use.

1.3 “Licensed Rights” means the copyrights embodied in the Program to the extent Licensor has the right and authority to grant the licenses with respect thereto as set forth in this Agreement.

1.4 “Licensee” means the party to which the Program is provided by Licensor (including, in the case of an individual, his or her employer or other principal).

1.5 “Licensor” means MEDIAEDGE Corporation, a Japanese corporation, having its registered place of business at 5-1-14, Hamabe-dori, Chuo-ku, Kobe 651-0083 Japan.

1.6 “Program” means the Software together with any Documentation, to the extent provided to Licensee under the terms and conditions of this Agreement. “Program” also includes other software, new versions, updates, upgrades, options, bug-fixes, error corrections, modifications, enhancements, and other releases, if any, to the extent provided to Licensee under the terms and conditions of this Agreement. For the avoidance of doubt, nothing in this Agreement shall constitute or be deemed to constitute an obligation of Licensor to provide any Software, Documentation, or other software, new versions, updates, upgrades, options, bug-fixes, error corrections, modifications, enhancements, and other releases.

1.7 “Purchase Record” means the applicable quote, order confirmation, receipt, or invoice for the Program provided by Licensor (or Licensor’s authorized distributors or resellers), any cover page attached to this Agreement and signed by Licensor, or any applicable online form referencing this Agreement and confirmed in writing by Licensor, reflecting Licensee’s purchase of a license, and certain parameters of such license, subject to the terms and conditions of this Agreement, with respect to the Program.

1.8 “Software” means any Licensor software accompanied by or referencing this Agreement or identified in the applicable Purchase Record.

1.9 “System” means any computer system and other devices and equipment, if any, as part of or in connection with which the Program is provided by Licensor to Licensee.

2. LICENSE GRANT

2.1 The Program is licensed to Licensee as set forth in this Section 2, not sold. Subject to all the terms and conditions set forth in this Agreement, Licensor grants to Licensee, under the Licensed Rights, a non-exclusive, personal, non-transferable, non-sublicensable right, during the term of this Agreement, solely for Licensee’s own business purposes, solely with respect to the object code form of the Program as provided to Licensee under the terms and conditions of this Agreement, and provided all applicable Fees (as defined in Section 3 below) have been paid by Licensee:

(a) if the Program was provided by Licensor to Licensee on a stand-alone basis, to install the Program, and execute the Program in accordance with the Documentation, only on a single workstation (but

not a server) computer with one central processing unit and only for use by a single user, or on such other type and number of computers and for such other number of CPUs and/or users as may be set forth in the applicable Purchase Record, or as otherwise authorized in writing by Licensor, or

(b) If the Program was provided by Licensor to Licensee as part of or in connection with a System, to execute the Program in accordance with the Documentation only as part of or in connection with such System as provided to Licensee under the terms and conditions of this Agreement, or as otherwise authorized in writing by Licensor.

2.2 Licensee shall not copy the Program except where such copy is created as an essential step in, and is necessitated by, or constitutes a back-up copy necessary for, the ordinary execution and running of the Program as expressly permitted hereunder.

2.3 Licensee shall not use the Program or any copy, portion, extract or derivative thereof except as expressly authorized herein. Licensee shall not, and shall not assist, enable or otherwise permit or allow any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) subject to Section 2.4, decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, and (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Program or any copy, portion, extract or derivative thereof. In addition, Licensee shall not provide, disclose, display or otherwise make available the Program or any copy, portion, extract or derivative thereof, or permit use of any of the foregoing by or for the benefit of any third party (including, without limitation, on a hosting, service-bureau, file-sharing, time-sharing or subscription service basis). The Program is licensed, as set forth herein, as a single product and Licensee shall not separate the Program, nor use any component parts thereof other than as part of the Program as and in the form provided to Licensee under the terms and conditions of this Agreement.

2.4 Decompilation. In the event that Licensee has to ensure interoperability of the Program with its computer environment and only to the extent required by mandatory and non-waivable provisions of applicable law, Section 2.3(b) shall not preclude Licensee from (a) reproducing software code within the Program and translating its form, provided that (i) such acts are performed by Licensee and are indispensable to obtain the information necessary to achieve interoperability of an independently created computer program with other programs, (ii) the information necessary to achieve interoperability has not previously been readily available to Licensee, (iii) Licensee has requested in advance in writing that Licensor make such information available to Licensee and Licensor has not done so within reasonable time, and (iv) these acts are confined to the parts of the software code within the Program which are necessary to achieve interoperability; and (b) observing, studying, or testing the functioning of the Program in order to determine the ideas and principles which underlie any element thereof, provided Licensee does so in the ordinary execution and running of the Program as expressly permitted hereunder. In no event may Licensee (x) use any information obtained pursuant to Subclause (a) of this Section 2.4 for any purpose other than to achieve the interoperability of the independently created computer program, (y) provide or disclose such information to others, except to the extent necessary for the interoperability of the independently created computer program, or (z) use such information in the development, production or marketing of a computer program substantially similar in its expression to the Program. No license or right is granted hereunder, whether express, by implication, or otherwise, with respect to any information obtained pursuant to this Section 2.4 or its use.

2.5 Licensee agrees and acknowledges that Licensor (or its suppliers or licensors, as applicable) owns and shall retain all right, title and interest in and to the Program (including any copies, portions, extracts and derivatives thereof) and any and all intellectual property rights throughout the world relating thereto (including, without limitation, any and all copyrights, neighboring rights and similar rights, and any and all rights in and to databases, designs, industrial designs, utility models, trademarks, trade names, trade dress, service marks, trade secrets, know-how and other confidential or proprietary information, patents, and other intellectual or industrial proprietary rights and the subject matter thereof, and any rights related to any of the foregoing, including, without limitation, rights in, to or under applications, filings, registrations or renewals). Licensee does not acquire any rights in the Program (including any copies, portions, extracts and derivatives thereof) other than those expressly granted herein under the Licensed Rights and Licensee agrees and acknowledges that Licensee does not and shall not have any other rights, whether by implication, estoppel, or otherwise, with respect to the Program or any intellectual property rights relating thereto.

2.6 If the Program was provided subject to an activation or authorization procedure, or requires a validation key, Licensee may not use the Program, and shall have no rights to use the Program under this Agreement, unless such the Program has been properly activated or authorized, or such validation key has been properly obtained and applied, in accordance with the applicable procedures.

3. LICENSE FEES

3.1 No later than on the effective date of this Agreement or, if different, by the due date set forth in the applicable Purchase Record, Licensee shall pay to Licensor the applicable license fees for the Program and any fees separately charged for Support (as defined in Section 4 below) or other services, if any (the "Fees"). Interest on any late payments shall accrue at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less.

3.2 The Fees and all other charges hereunder do not include, and Licensee shall be solely liable (and reimburse and indemnify Licensor) for, any taxes not based on Licensor's net income (including, without limitation, any sales, use, value-added, withholding, property, excise, import or export tax), duties or tariffs imposed or levied by any governmental entity on the Program or in connection with this Agreement or the performance hereof. All Fees shall be increased as may be necessary so that after Licensee makes all deductions or withholdings that may be required by applicable law, Licensor receives an amount equal to the amount payable to Licensor hereunder without any such deductions or withholdings.

4. SUPPORT. If Licensee purchased maintenance and support services ("Support") from Licensor as evidenced by applicable Purchase Records, and subject to Licensee's payment of all applicable Fees to Licensor, Licensor shall provide Support to Licensee in accordance with Licensor's then-current support policy and Licensor's then current support agreement (and subject to all other terms and conditions of this Agreement) or as otherwise agreed by Licensor and Licensee in writing.

5. CONFIDENTIALITY. The Program and any copies, portions, extracts and derivatives thereof (including the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in any of the foregoing) constitutes the confidential information of Licensor ("Confidential Information"). Licensee shall hold Confidential Information in strict confidence and shall not disclose it to any third party except to such employees of Licensee who need to have access and who are bound in writing by confidentiality obligations at least as protective of the Confidential Information as those contained herein. Licensee shall not use Confidential Information for any purpose other than as necessary for Licensee's use of the Program as expressly authorized in this Agreement. Licensee shall exercise the same care that it exercises to protect its own confidential and proprietary information of similar importance (but in no event less than reasonable care) to avoid unauthorized use or disclosure of Confidential Information.

6. LIMITED WARRANTY

6.1 Licensor warrants, only to Licensee, that the media on which the Program is provided ("Media") and the encoding, if any, is free from defects in material and workmanship at the time of delivery and for a period of twelve (12) months from installation of the Program or fifteen (15) months from shipment, whichever occurs first ("Warranty Period").

6.2 Licensor shall have no obligations or liabilities under the limited warranty set forth in this Section 6 with respect to any third party software that may be incorporated, embedded or otherwise included in or provided in connection with the Program or the Media or in the event of (a) any abuse, misuse, accident or neglect of the Program or Media, (b) any use of the Program or Media other than the unaltered version of the Program or Media as and in the form provided by Licensor; (c) any use of the Program or Media other than in accordance with the applicable Documentation and Specifications; (c) any use, operation or combination of the Program or Media with other non-Licensor software, data, or equipment; (e) any use of the Program or Media other than in accordance with all terms and conditions of this Agreement; (f) any failure to install properly the Program or Media or any use of the Program or Media on a system other than the hardware platform and operating system set forth in the applicable Documentation and Specifications; or (g) any failure by Licensee to promptly implement any bug-fix, error correction, workaround, update, upgrade, new version or other enhancement, release, or modification made available by Licensor. Licensor makes no representation or warranty of any kind with respect to any third party software and/or open source software that may be incorporated, embedded or otherwise included in, or provided in connection with the Program, and any such software, to the extent provided by Licensor, is provided on an "AS IS" basis and with all faults.

6.3 In the event of a breach of the limited warranty set forth in this Section 6, Licensor shall, in its sole discretion, replace the Media or exercise commercially reasonable efforts to correct any defect in material or workmanship of the Media, provided Licensee provides to Licensor within the Warranty Period (a) written notice setting forth in detail any such defect, and (b) proof of purchase of the Program. If Licensor determines, in its sole discretion, that it is unable to replace the Media or correct such defect, Licensor may terminate this Agreement, in which case it shall refund to Licensee the Fees paid to Licensor for the license of the affected Program.

6.4 EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION 6, THE PROGRAM AND THE MEDIA ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH LICENSEE. IF THE PROGRAM IS OR PROVES TO BE DEFECTIVE (INCLUDING, WITHOUT LIMITATION, IN THE FORM OF ERRORS, OR ANY FAILURE OR INTERRUPTION IN OPERATION OR PERFORMANCE) LICENSEE, AND NOT LICENSOR (OR ITS DISTRIBUTORS OR RESELLERS), ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR OR SUBSTITUTION.. LICENSOR MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT OR RELATING TO THE PROGRAM, THE MEDIA, OR THIS AGREEMENT. LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6.5 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE AGREES AND ACKNOWLEDGES THAT THERE IS NO WARRANTY OR ASSURANCE THAT THE PROGRAM WILL BE FREE FROM DEFECTS OR ERRORS, OR OPERATE OR PERFORM WITHOUT FAILURE OR INTERRUPTION, AND

THAT THERE IS NO WARRANTY OR ASSURANCE THAT ANY DEFECTS OR ERRORS, OR ANY FAILURE OR INTERRUPTION IN OPERATION OR PERFORMANCE WILL BE CORRECTED.

6.6 This Section 6 sets forth the sole and exclusive remedies of Licensee and the sole and exclusive obligations of Licensor in connection with or relating to any breach of warranty or actual or alleged error, failure or defect in or infringement by the Program or the Media (regardless of the legal theory used). This Section 6 shall be enforceable to the maximum extent allowed by applicable law.

7. LIMITATION OF LIABILITY.

7.1 In no event shall Licensor (including its officers, directors, employees and agents and its suppliers and licensors) be liable to Licensee (including any other entity or person related to or affiliated with Licensee) for any incidental, consequential, indirect, special or punitive damages whatsoever, or for any lost profits or revenue, lost business opportunities, lost or inaccessible data or information, or other pecuniary loss, arising out of or relating to this Agreement or the subject matter hereof, whether liability is asserted in contract or tort (including negligence or strict product liability) or otherwise, and irrespective of whether Licensor (including its officers, directors, employees and agents and its suppliers and licensors) has been advised of the possibility of any such damage or loss.

7.2 In no event shall Licensor's (including its officers, directors, employees and agents and its suppliers and licensors) aggregate liability under or arising out of or relating to this Agreement or the subject matter hereof exceed the Fees paid by Licensee to Licensor hereunder for the license of the applicable Program. LICENSEE ACKNOWLEDGES THAT THE PRICING OF THE PROGRAM AND THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF ITS LIABILITY.

7.3 The limitations of liability in Sections 7.1 and 7.2 above do not apply (a) with respect to product liability arising under laws implementing Council Directive 85/374/EEC of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products, to the extent liability cannot be contractually limited or disclaimed under such laws, (b) with respect to bodily injury, and (c) to the extent such damage or loss is the result of Licensor's intentional or grossly negligent conduct. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to Licensee.

8. TERM AND TERMINATION

8.1 This Agreement and all rights granted hereunder shall be effective until terminated in accordance with this Section 8.

8.2 Licensee may terminate this Agreement at any time upon written notice to Licensor.

8.3 This Agreement shall immediately terminate if Licensee breaches this Agreement, including, without limitation, any failure to pay Fees when due or any unauthorized use or disclosure of the Program or any copy, portion, extract or derivative thereof or of any other Confidential Information. If the Program has been provided to Licensee for trial use or otherwise for a specific time period (Programs including any time-out or similar mechanism, or that have been validated for a limited time, shall be deemed to be provided for the time period until such time-out or similar mechanism has been set to become effective by Licensor, or validation time period has expired), this Agreement shall immediately terminate upon expiration of such time period. Licensor may also terminate this Agreement upon written notice to Licensee if Licensee (a) files for or becomes subject to any proceedings under any bankruptcy or insolvency laws, or initiates any action under any such laws for bankruptcy, reorganization, or liquidation, (b) makes a general assignment for the benefit of creditors, (c) fails to generally pay its debts as they become due, or (d) dissolves or fails or ceases to continue business in the ordinary course.

8.4 Upon termination of this Agreement, all licenses and rights granted to Licensee hereunder shall immediately terminate, and Licensee shall immediately discontinue any use of the Program and, at Licensor's option, either return to Licensor or destroy the Program and any and all copies, portions, extracts and derivatives thereof and all related media and other materials and Confidential Information in Licensee's possession or under its control and certify the completeness of such return or destruction.

8.5 Sections 1, 2.5, 3, 5, 6.2, 6.4, 6.5, 6.6, 7, 8.4, 8.5, and 9 shall, to the extent applicable, survive any termination of this Agreement. Without limitation of the generality of the foregoing, termination shall not affect Licensee's obligation to pay any Fees.

9. GENERAL

9.1 Licensee may not assign or delegate this Agreement or any rights or obligations hereunder, whether by agreement, operation of law or otherwise, and any purported assignment or delegation by Licensee shall be null and void. Licensor shall have the right to freely assign and delegate this Agreement or any rights or obligations hereunder.

9.2 This Agreement is to be governed by and construed in accordance with the internal laws of Japan without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of Japan to the rights and obligations of the parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Licensee hereby submits to the jurisdiction of, and waives any venue objections against, Kobe District Court for Japan.

9.3 This Agreement contains the entire agreement with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations or discussions whether written or oral, between the parties with respect thereto. In addition, each party agrees that, in entering in this Agreement, it has not relied on any representations, warranties agreements or understandings not set forth herein. The terms of this Agreement constitute Confidential Information.

9.4 Any waiver, amendment or modification of this Agreement or any of its provisions, rights, powers or remedies shall not be effective unless made in writing and signed by both parties.

9.5 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

9.6 Licensee shall allow Licensor, or its designees, access to Licensee's facilities, including its computing equipment and books and records, during normal business hours for the purpose of determining Licensee's compliance with this Agreement.

9.7 If Licensee is an agency or instrumentality of the United States Government, the Program is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Program are governed by the terms of this Agreement.

9.8 Licensee will not use or otherwise export or re-export the Program except as authorized by United States laws and regulations, including, without limitation, regulations of the U.S. Department of Commerce, and, as applicable, the laws and regulations of other jurisdictions.

9.9 Licensee agrees and acknowledges that (a) third party software and/or open source software may be incorporated, embedded or otherwise included in, or provided in connection with the Program, (b) additional or different terms and conditions may apply with respect to such third party and/or open source software, and (c) use of such third party and/or open source software is subject to such additional terms and conditions ("Third Party License Terms") to which Licensee hereby agrees. The text of any Third Party License Terms is provided either with the Purchase Record, the Documentation accompanying the Program (including any "help," "about," "readme" or similar files contained in the Program), and/or is accessible by Licensee at run time level and before installation of the Program. Where applicable the source code for such open source software may be available on Licensor's website, currently at <http://www.mediaedge-corp.com> (or such other website as Licensor may designate from time to time). Pursuant to Section 6 of the GNU Lesser General Public License version 2.1 ("LGPLv2.1") and notwithstanding anything in this Agreement to the contrary, Licensee is permitted to modify the software licensed under LGPLv2.1 ("LGPL Software") (if any) and Program components that, as provided to Licensee under the terms and conditions of this Agreement, link to the LGPL Software (if any) solely for Licensee's own use and solely to reverse engineer the LGPL Software (if any) and the Program components that, as provided to Licensee under the terms and conditions of this Agreement, link to the LGPL Software (if any), for the sole purpose of debugging such modifications.

9.10 Licensee's use of the Program may result in the generation of certain information and data, which may include information concerning or specific to Licensee's use of the Program (collectively "Data"). [Licensee](#) hereby agrees to grant Licensor access to such Data, and to permit Licensor to use, transfer, and otherwise process such Data, as may be reasonably necessary for Licensor to provide services in connection with the Program or verify that Licensee's use of the Program is in accordance with the terms and conditions of this Agreement.

9.11 Licensee represents and warrants that Licensee will (a) comply with all applicable laws and regulations in connection with its use of the Program, (b) not infringe, misappropriate, or otherwise violate any rights of any third person, including, without limitation, any intellectual property rights, in connection with its use of the Program, and (c) not provide any confidential or other proprietary information of any third party to Licensor. Licensee shall defend, indemnify, and hold harmless Licensor and its affiliates (and its and their officers, directors, employees, agents, and other representatives) from and against any and all claims, proceedings, obligations, costs, damages, and other losses and liabilities brought against or incurred by Licensee or its affiliates (and its and their officers, directors, employees, agents, and other representatives) as a result of Licensee's breach of any of its representations and warranties set forth herein.