

Introduction

In order to install this Media Image Manager 64, you must agree to the following "Media Image Manager 64 Software License and Support Agreement" (the "Agreement").

Please be sure to read the Agreement before installing the software.

Please note that you can install the software only after you have agreed to the Agreement.

At the end of the Agreement, please select the "Yes" button if you agree to the Agreement or the "No" button if you do not. If you do not agree to the Agreement, you cannot continue with the install of the software.

Media Image Manager 64 Software License and Support Agreement

Trendy Corporation ("TRENDY") hereby grants you a license to use the computer program (the "Program") which TRENDY has released called "Media Image Manager 64" and the user's manual and

any related documents (the "Documents") accompanying the Program (the Program and the Documents shall be referred to collectively as the "Software") on condition that you accept all of the terms and conditions contained in this Agreement. By installing the Software, you enter into an agreement with TRENDY and are deemed to have agreed to this Agreement. Please note that you cannot enter into the Agreement for only one of the software license or the software support, because the Agreement is for both of the software license and support.

(Terms of Use)

Article 1. License Grant

- 1 TRENDY (and the licensors that license to TRENDY lawfully) shall retain the intellectual property rights, including but not limited to the copyright, in the Software.
- 2 You may install and use the Software only after you have completed in advance the payment procedure of the Software license fee which is as otherwise specified by TRENDY and the annual support fee for the First Support Term stipulated in paragraph 1 of Article 6.
- 3 TRENDY grants you a non-exclusive license to use the Software subject to the terms and conditions of this Agreement, on condition that you accept all of the terms and conditions contained in the Agreement.
- 4 TRENDY does not grant you any rights other than those clearly stipulated in the

Agreement.

Article 2. Scope of Use

- 1 You may install the Program on a single computer only and use the Program in accordance with the terms contained in the Documents.
- 2 You are not allowed to:
 - (a) permit any person other than you to use the Software;
 - (b) copy the Program for any purpose other than installing it on your single computer referred to in paragraph 1 of Article 2 or making a reasonable number of copies of it solely for backup;
 - (c) modify, reverse engineer, decompile or disassemble the Program (to the extent that restrictions on these activities are permitted by law, if such restrictions are expressly regulated by law), or create derivative works of the Software;
 - (d) lend, lease, create any security interest over, or otherwise transfer or dispose of your rights to the Software to or for the benefit of any third party;
 - (e) distribute the Software, whether by sending copies, electronically or otherwise, and whether for consideration or not;
 - (f) provide the Software or any part thereof for commercial purposes by incorporating the Software or such part thereof in any other hardware or software product; or
 - (g) remove or modify the intellectual property notice attached to the Software.
- 3 **Single Product**

The Software is licensed as a single product. The Software may not be used by dividing it into components, nor may any component of the Software be used for any purpose other than the original intention of the Software.

Article 3. Limitation of Warranty

- 1 The Software is provided on an "AS IS" basis without any warranties. TRENDY makes no warranty, express or implied, regarding the Software, including, without limitation, fitness or usefulness for your particular use, error-free, or non-infringement. Please note that your use of the Software is at your own risk.
- 2 Any part of the Software is subject to improvement or change without notice.

Article 4. Termination of License

- 1 If you breach this Agreement, your license to use the Software will be automatically terminated.
- 2 Upon termination of your license to use the Software, you must delete or dispose of the Software and all copies thereof.

(Terms of Support)

Article 5. Support Services

- 1 TRENDY will provide you with the following support services (the "Support") on condition that you accept all of the terms and conditions contained in this Agreement.
 - (a) Responding to your inquiries regarding the use and malfunctions of the Software through email.
 - (b) Provision of version upgrades of the Software when TRENDY releases an upgrade version of the Software.
 - (c) Provision of bug fix programs of the Software.
- 2 You may be required to pay extra fees as otherwise specified by TRENDY for support services which are not prescribed in paragraph 1 of Article 5.
- 3 Any damaged USB keys may be replaced by TRENDY at your expense.

Article 6. Term of Support

- 1 The term of the Support (the "Support Term") shall be for a period of one (1) year (the "First Support Term") from the date of delivery of the Software. However the Support Term shall be extended for further periods of one (1) year each under the same terms and conditions if you pay the annual support fee for the following year no later than the date of expiration of the First Support Term or the renewed support term. Even if you do not extend the Support Term, you can continue to use the Software.
- 2 No support fee you have paid is refundable to you, regardless of the reason for termination of the Support.
- 3 The annual support fee applicable to your renewal term may be revised by TRENDY upon written notice to you at least two (2) months prior to the expiration of the then-current term.

(Miscellaneous Provisions)

Article 7. Limitation of Liability

- 1 Under no circumstances and whether based on tort, contract or any other legal basis

will TRENDY be liable to you or any third party for any special, indirect, or consequential damages (including, without limitation, lost profits, or any damages whatsoever resulting from loss of use or data) arising out of or relating to the Agreement, even if TRENDY has been advised of the possibility of such damages.

2 The entire liability of TRENDY is limited to the license fee of the Software. However, if damage arises from the breach of the support agreement, the entire liability of TRENDY is limited to the annual support fee.

Article 8. Governing Law

The Agreement shall be governed by and construed in accordance with Japanese Law.

Article 9. Jurisdiction

The Tokyo District Court in Japan shall have full and exclusive subject matter and personal jurisdiction over any disputes, controversies or claims that may arise between the parties hereto.