

Name of product: ScanSnap
Name of software: CardMinder Update

IMPORTANT

ATTENTION: PLEASE READ THIS END-USER LICENSE AGREEMENT ("Agreement") BEFORE INSTALLING THE SOFTWARE WHICH IS AN UPGRADE AND ADDITIONAL PROGRAM WITHOUT CHARGE FOR THE PRODUCT. READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. BY INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE AND TERMINATE THE PROCESS.

Terms and Conditions

1. License grants

- (1) The Software can be used by only the customer who has the authorized license of the Product.
- (2) You shall use the Software in accordance with the original END-USER LICENSE AGREEMENT for the Product in addition to this Agreement.

2. Restrictions

- (1) You shall not use the Software for any purpose other than to update the Product.
- (2) You shall not modify or, except to the extent expressly permitted by applicable law, reverse engineer, including without limitation, decompile or disassemble, the Software.
- (3) You shall not upload the Software on the network except to the extent expressly permitted in the END-USER LICENSE AGREEMENT for the Product.

3. Third Party Software and Services

- (1) The new linkage function with Third Party Software and Services listed below will be added to the Product by installing the Software:
 - (a) Salesforce CRM (hereinafter, "Salesforce CRM")
- (2) Salesforce CRM is a service provided by salesforce.com, inc., and not by PFU. Salesforce CRM shall not constitute any part of the Software. PFU shall not be responsible for providing any support service or maintenance service for Salesforce CRM.
- (3) In the event that Salesforce CRM has a problem with its operation or Software has lost linkage function with Salesforce CRM (hereinafter, "Linkage Function"), the Linkage Function may be unavailable. In such case, PFU shall not be responsible for refunding any price you paid.
- (4) All information and data uploaded to Salesforce CRM through the Software will be sent to and stored in salesforce.com, inc.
- (5) PFU SHALL NOT BE UNDER ANY LIABILITY FOR ANY LOSS, CORRUPTION, ILLEGAL USE OR DISCLOSURE OF YOUR INFORMATION AND DATA UPLOADED TO SALESFORCE.COM, INC. THROUGH SOFTWARE.

4. Reservation of Rights and Ownership

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- (2) You shall not change or remove any copyright notices contained within the Software and its copy.

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6. Miscellaneous Provisions

- (1) This Agreement will be governed by and construed in accordance with the substantive laws of Japan. This Agreement will not be governed by the conflict of law rules of any jurisdiction or by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- (2) If any provision of this END-USER LICENSE AGREEMENT is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the other provisions shall continue in full force and effect.

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