

## END-USER LICENSE AGREEMENT FOR ScanSnap Manager

This End-User License Agreement ("EULA") is a legal agreement between the original purchaser of ScanSnap or the purchaser's assignee and PFU LIMITED ("PFU") for the PFU software known as the ScanSnap Manager, including the associated media ("Software").

BY INSTALLING, COPYING, OR USING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL, COPY, OR USE THE SOFTWARE; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF APPLICABLE.

### 1. Installation and Use

You may ongoingly use the Software on any one (1) computer at a time.

### 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 modify or, except to the extent expressly permitted by applicable law, reverse engineer, including, without limitation, decompile or disassemble, the Software.

(2) 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 such that, unless extremely high safety is secured, the use could lead to death, personal injury, severe physical damage, or other loss (hereinafter, "High Safety Required Use"), including 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. You agree not to use the Software in any High Safety Required Use. PFU LIMITED disclaims any liability for damages cause by use of the Software in any High Safety Required Use.

(3) You acknowledge and agree that PFU is not liable for any damage to the Software or to your computer or computer network caused by unauthorized access or computer viruses. It is your responsibility to take proper security measures to avoid unauthorized access to your computer or computer network.

### 4. Third Party Software and Services

(1) Third Party Software and Services means;

- (a) Google Docs or Google Apps (hereinafter, "Google Software"), or
- (b) Evernote Software or Evernote Service (hereinafter, "Evernote Software"), or
- (c) Salesforce CRM (hereinafter, "Salesforce CRM")

(2) Google Software is a service provided by Google Inc., and Evernote Software is a service provided by Evernote Corporation, not by PFU. Google Software and Evernote Software shall not constitute any part of the Software. PFU shall not be responsible for providing any support service or maintenance service of Google Software and Evernote Software to you.

(3) In the event that Google Software or Evernote Software has problem with its operation or Software has lost corporate function with Software and Google Software or Evernote Software (hereinafter, "Corporate Function"), the Corporate Function might be unavailable. In such case, PFU shall not be responsible for refunding any price you paid.

(4) All information and data uploaded to Google Software or Evernote Software through the Software will be sent to and stored in Google Inc. or Evernote Corporation.

(5) PFU SHALL NOT BE UNDER ANY LIABILITY FOR ANY LOSS, CORRUPTION, ILLEGAL USE OR DISCLOSURE OF YOUR INFORMATION AND DATA UPLOADED TO GOOGLE INC. OR EVERNOTE CORPORATION THROUGH SOFTWARE.

(6) 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.

(7) 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.

(8) All information and data uploaded to Salesforce CRM through the Software will be sent to and stored in salesforce.com, inc.

(9) 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.

## 5. Reservation of Rights and Ownership

PFU or its 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 and its suppliers.

## 6. Assignment

In the event that you transfer the Software to a third party, you shall (a) ensure that the transferee agrees to all of the terms and conditions of this EULA, and (b) transfer or destroy all copies of the Software in your possession.

You shall also transfer both the Product and the Software, and you may not unbundle and transfer the Software by itself to a third party.

## 7. 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.

#### 8. LIMITED WARRANTY

(1) In the event that you find any defects on the media or printed material included in the Software package within ninety (90) days from the date of your purchase, you may return it to your place of purchase, and it will be replaced.

(2) EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNDER NO 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### 9. 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 will be governed by and construed in accordance with the substantive laws of Japan. This EULA 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.

(3) This EULA is the entire agreement between you and PFU LIMITED relating to the Software, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software.

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

PFU LIMITED