

SOFTWARE LICENSING AGREEMENT

GlobalScan NX Server

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE ABOVE ("Software").

BY USING THE SOFTWARE, YOU ARE DEEMED TO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THIS AGREEMENT SHALL BE ENTERED INTO BY AND BETWEEN YOU AND THE MANUFACTURER OF THE SOFTWARE ("COMPANY").

1) The Company grants you a nonexclusive license to use the Software up to the Permitted Number of MFPs and during the Permitted Term, provided, however, that you have and obtain license for GlobalScan NX MFP. The Permitted Number and Permitted Term are delineated in the Specific Agreement which you separately purchases from, or enters into with, the Company or its designee.

2) You shall use the Software in accordance with the terms of this Agreement and the Specific Agreement.

You are required to get an activation key for the use of the Software in accordance with a given procedure, unless otherwise instructed by the Company or its designee.

3) You may not copy, modify, decompile, disassemble, reverse engineer, transfer or merge the Software except as provided in this Agreement or the attached instruction.

4) You may not sublicense or transfer the Software to any third party, or otherwise you may not allow any third party to use the Software, without prior written consent by the Company.

5) THE COMPANY, ITS SUBSIDIARIES, THEIR DISTRIBUTORS, AND DEALERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY OF THE SELECTION, INTRODUCTION, USE OR THE RESULT OF THE USE OF THE SOFTWARE BY YOU.

The media, not the Software contained therein, is warranted against defects in material

or workmanship under normal use within six months from the date you purchased the Software. The limited warranty does not apply if the failure of the media resulted from accident, abuse or misapplication of the Software and shall not extend to anyone other than the original user of the Software.

THE COMPANY, ITS SUBSIDIARIES, THEIR DISTRIBUTORS, AND DEALERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE.

THE COMPANY, ITS SUBSIDIARIES, THEIR DISTRIBUTORS, AND DEALERS ARE NOT LIABLE FOR ANY LOSS OR DAMAGE INCLUDING CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE SUCH AS LOSS OF PROFITS, EXPENSE OR INCONVENIENCE, WHATSOEVER CAUSED BY OR ARISING OUT OF THE SOFTWARE OR THE USE THEREOF.

THE COMPANY, ITS SUBSIDIARIES, THEIR DISTRIBUTORS, AND DEALERS SHALL HAVE NO OBLIGATION TO INDEMNIFY YOU AGAINST ANY CLAIM OR SUIT BROUGHT BY A THIRD PARTY ALLEGING THAT THE SOFTWARE OR THE USE THEREOF INFRINGES ANY INTELLECTUAL PROPERTY OF SUCH THIRD PARTY.

THE ABOVE IS THE ENTIRE LIABILITY OF THE COMPANY, ITS SUBSIDIARIES, THEIR DISTRIBUTORS, AND DEALERS, AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH THE SOFTWARE.

6) All rights, titles, and interests to the Software are owned by the Company or its licensors and are not transferred to you. This Software may contain third party software programs which are (i) provided by such licensors and (ii) subject to the terms and conditions of their respective license agreements. Such terms and conditions are described in the attached instruction.

7) You shall cause operator(s) using the Software to comply with the terms and conditions of this Agreement.

8) You may terminate this Agreement by destroying the Software and all of its copies for

the Permitted Period. The Company may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such events, you shall destroy the Software and all of its copies.

9) You may not export all or part of the Software directly or indirectly without obtaining the required approval of any applicable government. You shall comply with any applicable export law and regulation.

10) When the Software is an upgrade,

* You must obtain a license to use the upgraded product(s) and the specified product(s) in order to use the Software.

* After you install the upgraded Software, you will not be able to use the previous version of the Software, which you upgraded.

11) This Agreement shall be governed by and construed in accordance with the laws of Japan. All the disputes arising between you and the Company with respect to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

12) BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND THE COMPANY CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND THE COMPANY RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY. IN THE CASE OF DISCREPANCIES BETWEEN THE ENGLISH VERSION AND OTHER LANGUAGE VERSIONS (EXCEPT JAPANESE TRANSLATION) OF THIS AGREEMENT, THE ENGLISH VERSION OF THIS AGREEMENT SHALL PREVAIL.