

## END USER LICENSE AGREEMENT

This End User License Agreement (hereafter "the Agreement") is a legal agreement between you and EIZO Corporation (hereafter "the Company") of the software product (hereafter "the Software") specified in Provision 1 of the Agreement. By installing the Software, you are agreeing to be bound by these terms and conditions in the Agreement. If you do not agree with these terms and conditions, please do not install, copy or use the Software.

- 1 **DEFINITION:** The Software in the Agreement includes an enclosed program made and provided by the Company, and may also include associated media (CD-ROM, DVD-ROM, etc), printed materials and electronic documentation, all of which are provided by the Company. The Software does not include any third-party software product provided by the Company. The use of such third-party software product shall be governed by the third party's end user license agreement and not by this Agreement.
- 2 **GRANT OF LICENSE:**
  - (1) You shall use the Software only to use with monitors made by the Company.
  - (2) The Company grants to you a non-exclusive right to install and use the Software on an unlimited number of personal computers, provided that all users of those computers shall abide by these terms and conditions herein.
- 3 **OWNERSHIP OF INTELLECTUAL PROPERTY:** The Company retains all rights, title and ownership to the Software, and the copyright and any other intellectual properties concerning the Software.
- 4 **COPY RESTRICTIONS:** You may not copy the Software, except that you may make a single copy of the Software for your own backup or archival purposes only. You may not use the backup copy for any purpose other than reinstalling the Software in the computers mentioned in Provision 2. You are held legally responsible for any copying or copyright infringement which is caused or encouraged by your failure to abide by the terms of this restriction.
- 5 **TRANSFER RESTRICTIONS:** You may not allow the Software to be used by anyone else through transfer, rent, lease or any other means, whether with compensation or not, without the prior written consent of the Company.
- 6 **MODIFICATION AND REVERSE ENGINEERING RESTRICTIONS:** You may not reverse engineer, disassemble, decompile, modify, adapt, translate, or create derivative works based on the Software, delete or modify the intellectual property mark in the Software, without the prior written consent of the Company. Notwithstanding the foregoing, the Agreement does not restrict modification of all or part of the Library which is separately licensed, as long as such licensed terms and conditions permit such modification. The Agreement does not restrict reverse engineering for the purpose of debugging such modification.
- 7 **TERMINATION:** This Agreement is effective until terminated. The Agreement will terminate automatically, without notice from the Company and become null and void if you fail to comply with any provisions of the Agreement. Upon termination, the Company may request you to return or destroy the Software and all copies of the Software. In addition to, or instead of the request mentioned above, the Company may claim damages against you.
- 8 **SOFTWARE UPGRADES:** In the case where the Company provides you an upgraded version or additional functions of the Software (hereafter "the New Software"), unless provided specific provisions in the New Software, the provisions of this Agreement shall be applied to the New Software.
- 9 **NO WARRANTY:** The Software is provided on an As IS basis and the Company disclaims all warranties, express, implied, statutory or otherwise, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and nonexistence of virus with respect to the Software.
- 10 **LIMITATION OF LIABILITY:**
  - (1) In no event, shall the Company be liable for any direct, indirect, incidental, special or consequential damages (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the defects in the Software, the use or inability to use the Software or in any connection with the Software, except that such damages are caused by the Company's intention or gross negligence.
  - (2) In no event pecuniary liability of the Company for damages with respect to the Software exceeds the amounts actually paid by you, if any, for the Software.
- 11 **GOVERNING LAW AND JURISDICTION:**
  - (1) This Agreement shall be construed in accordance with the laws of Japan.
  - (2) Any legal action to enforce or interpret the terms of this Agreement shall be brought exclusively in the Tokyo District Court, Tokyo, Japan.

EIZO Corporation, 153 Shimokashiwano, Hakusan, Ishikawa 924-8566 Japan