



Confirmation

To KONICA MINOLTA, Inc.

WE, _____("COMPANY") AGREE THAT WE ARE LEGALLY BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN CONNECTION WITH OUR USE OF THE SOFTWARE DEVELOPMENT KIT FOR KONICA MINOLTA MEASURING INSTRUMENTS ("SDK") PROVIDED BY KONICA MINOLTA, INC ("KONICA MINOLTA").

§ 1 Definition.

- (a) "Application Software" shall mean software which is designed and developed by COMPANY for use in conjunction with KONICA MINOLTA's measuring instruments and which provides the features/functions of Quality Control (QC), Computer Color Matching (CCM) and/or other features/functions.
- (b) "Redistributable Code" shall mean any dynamic link library, device driver and setup information file included in SDK.
- (c) "Documentation" shall mean any information which relates to Redistributable Code and/or protocol for communication with instrument and which is provided to COMPANY by KONICA MINOLTA in printed or electronic form.
- (d) "End User" shall mean the end users of KONICA MINOLTA's measuring instruments who uses the Application Software in conjunction with such measuring instruments for its internal business purposes.



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§ 2 License Grant. Subject to the terms of this confirmation letter, KONICA MINOLTA grants COMPANY a limited, non-exclusive, and nontransferable license to:

- (a) internally use and reproduce the SDK and incorporate the Redistributable Code into the Application Software, in each case, for the sole purpose of design, development and testing of the Application Software; and
- (b) reproduce and distribution the Redistributable Code (solely as incorporated into the Application Software pursuant to Section 2.a) with or without any compensation to the End Users. For the avoidance of doubt, the distribution right herein includes the right for COMPANY to internally distribute the said Redistributable Code to the End Users within its own company.
- (c) sublicense to End Users the right to use the Redistributable Code to the extent necessary to use the Application Software in conjunction with KONICA MINOLTA's measuring instruments for its internal business purposes.
- (d) internally use Documentation for the sole purposes of design, development and testing of the Application Software.

§ 3 License Restrictions.

1. COMPANY shall not:
 - (a) duplicate the SDK, the Redistributable Code and Documentation, except as expressly permitted by this license;
 - (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the SDK and the Redistributable Code;
 - (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the SDK and the Redistributable Code or any part thereof;
 - (d) remove, delete, alter, or obscure any trademarks or any copyright,



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trademark, patent, or other intellectual property or proprietary rights notices from the SDK, the Redistributable Code and the Documentation, including any copy thereof; or

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the SDK, the Redistributable Code and the Documentation, or any features or functionality thereof, to any third party for any reason, including by making the SDK and the Redistributable Code available on a network where it is capable of being accessed publicly.

2. COMPANY agree that KONICA MINOLTA may audit COMPANY's use of the SDK, Redistributable Code and the Documentation with respect to COMPANY's compliance with the terms of this confirmation letter at any time, upon reasonable prior notice.

§ 4 Reservation of Rights. COMPANY acknowledges and agree that the SDK and the Redistributable Code is provided under license, and not sold, to COMPANY. COMPANY do not acquire any ownership interest in the SDK and the Redistributable Code under this confirmation letter, or any other rights thereto other than to use the SDK and the Redistributable Code in accordance with the license granted, and subject to all terms, conditions, and restrictions under this confirmation letter. KONICA MINOLTA and its licensors reserve and shall retain their entire right, title, and interest in and to the SDK and the Redistributable Code, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to COMPANY in this confirmation letter.



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§ 5 Updates. KONICA MINOLTA may from time to time in its sole discretion develop and offer SDK updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. COMPANY agrees that KONICA MINOLTA has no obligation to provide any Updates or to continue to offer or enable any particular features or functionality. COMPANY further agrees that all Updates will be deemed part of the SDK and be subject to all terms and conditions of this confirmation letter.

§ 6 Term and Termination.

1. The term of this confirmation letter commences when COMPANY install the SDK and will continue in effect until terminated by COMPANY or KONICA MINOLTA as set forth in this Section 6.
2. COMPANY may terminate this confirmation letter by deleting the SDK and the Redistributable Code and all copies thereof from COMPANY's computer.
3. KONICA MINOLTA may terminate this confirmation letter at any time without notice. In addition, this confirmation letter will terminate immediately and automatically without any notice if COMPANY violate any of the terms and conditions of this confirmation letter.
4. Upon termination:
 - (a) all rights granted to COMPANY under this confirmation letter will also terminate; and
 - (b) COMPANY must cease all use of the SDK and the Redistributable Code and delete all copies of the SDK and the Redistributable Code in COMPANY's possession.



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§ 7 Disclaimer of Warranties.

1. If the SDK was provided on media (optical disc, USB memory stick, etc.), KONICA MINOLTA warrants the media on which the SDK is recorded and accompanying printed documents, if any, to be free from defects (only if the defects interferes with use of the SDK) in materials and workmanship under normal use for a period of ninety (90) days from the date COMPANY purchased the same as evidenced by the receipt or otherwise. If COMPANY discover a defect on COMPANY's media or printed documents, KONICA MINOLTA will replace them with new one. Notwithstanding the foregoing, KONICA MINOLTA does not warrant the media and printed documents if the defects are caused by COMPANY's intentional or negligent act, misuse, or other abnormal use.
2. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KONICA MINOLTA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SDK, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, KONICA MINOLTA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SDK WILL MEET COMPANY'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SDK, SDKS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS.



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§ 8 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KONICA MINOLTA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO COMPANY'S USE OF OR INABILITY TO USE THE SDK OR THE CONTENT AND SERVICES FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR KONICA MINOLTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KONICA MINOLTA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY FOR THE SDK.

§ 9 Indemnification. COMPANY agrees to indemnify, defend, and hold harmless KONICA MINOLTA and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to COMPANY's use or misuse of the SDK or COMPANY's breach of this confirmation letter.



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§ 10 Export Regulation. This SDK, the Redistributable Code and the Documentation may be subject to US export control laws and regulations, including the Export Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”). COMPANY shall strictly comply with all applicable international and national laws, including, but not limited to, EAR and ITAR, as well as US and other governments’ laws and regulations applicable to end user, end use and destination of the SDK, the Redistributable Code and the Documentation.

§ 11 US Government Rights. The SDK and the Redistributable Code are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if COMPANY is an agency of the US Government or any contractor therefor, COMPANY receives only those rights with respect to the SDK and the Redistributable Code as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

§ 12 Severability. If any provision of this confirmation letter is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this confirmation letter will continue in full force and effect.

§ 13 Governing Law. This confirmation letter is governed by and construed in accordance with the law of Japan without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this confirmation letter or the SDK shall be instituted exclusively in Tokyo District Court. COMPANY waives any and all objections to the exercise of jurisdiction over COMPANY by such courts and to venue in such courts.



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§ 14 Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this confirmation letter and any applicable purchase or other terms, the terms of this confirmation letter shall govern.

Company

By (Signature):

Printed Name:

Title:

Date:

e-mail address to receive the SDK