

## END USER SERVICE LICENSE AGREEMENT

NOTICE TO USER: This End User Service License Agreement (“EULA”) is a legal agreement between you (an individual or entity, referred to hereinafter as “you”) and Toshiba America Business Solutions, (“TABS”) for the access and use of TABS’ e-Bridge CloudConnect service, including any related documentation, updates and upgrades (collectively referred to hereinafter as the “Service”). BEFORE USING THE SERVICE, YOU NEED TO REVIEW AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. If you agree, you must click on the AGREE button below. If you do not agree with the terms and conditions of this Agreement, click on the DISAGREE button below. YOU SHOULD PRINT A COPY OF THIS EULA FOR YOUR RECORDS.

- 1. Grant of License.** TABS grants you a limited, nonexclusive license to install and use the Service. You may make copies of the Service solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Service.
- 2. Other Rights and Limitations.** You agree not to download, access for the purpose of copying or otherwise seek to modify, adapt or translate the Service and further agree not to attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service. You may not rent, lease, distribute or lend the Service to third parties. The Service is licensed as a single unit, and its component programs may not be separated for some other use. Further, you agree not to place the Service onto or into a shared environment accessible via a public network such as the Internet or otherwise accessible by others outside the single device of the single location referred to in Section 1 above.
- 3. Ownership.** Title, ownership rights, and intellectual property rights in and to the Service shall remain with TABS or its suppliers. The Service is protected by United States Copyright Law and international copyright treaties, as well as other intellectual property laws and treaties. The Service is licensed, not sold. There is no transfer to you of any title to or ownership of the Service and this License shall not be construed as a sale of any rights in the Service. You agree not to remove or alter any copyright, trademark, registered mark and other proprietary notices on any copies of the Service. TABS and its suppliers reserve all rights not granted.
- 4. Open Source and other Third Party Service** Notwithstanding anything else stated in this Agreement, to the extent, if any, all or any portion of the Service is indicated as being provided under a separate license provided by a third party Service supplier or under a so-called “open source” or “public” license (e.g., any version of the GNU General Public License or GNU GPL), collectively “third party Service,” such third party Service is licensed to you subject to the terms and conditions of the separate Service license agreement accompanying the third party Service whether in the form of a discrete agreement, shrink wrap or box top license or electronic license agreement accepted at time of download or activation. Use of such third party Service by you shall be governed entirely by the terms and conditions of such license.
- 5. Upgrades.** If you acquire an upgrade, updated version, modified version, or additions to or for the Service from TABS, the upgrade, updated version, modified version, or addition, shall be included in the term Service and governed under this Agreement.
- 6. Access via Internet Only.** You will access the Service via TABS’ web site only and will not receive any other form of the Service.
- 7. Limited Warranty and Remedy.** TABS does not warrant that the operation of the Service will be uninterrupted or error free or that the functions of the Service will meet your needs or requirements. TABS’s sole and exclusive liability and your exclusive remedy for breach of warranty shall be limited to either, at TABS’s option, the replacement of the media for the Service or to refund your money upon returning the Service. Any replacement Service will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. TABS is not liable for performance delays or for nonperformance due to causes beyond its reasonable control. This Limited Warranty is void if failure of the Service resulted from accident, abuse, or misapplication. THE STATED LIMITED WARRANTIES AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS. TABS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS, HOWEVER, DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, AND IN SUCH STATES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TABS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF TABS OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS, AND IN SUCH STATES, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

**9. U.S. Government Acquisition of the Service.** This Section applies to all acquisitions of the Service by or for the U.S. Government ("Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, "other transaction" ("OT"), or other activity with the Government. By accepting delivery of the Service, the Government, any prime contractor, and any subcontractor agree that the Service qualifies as "commercial" computer Service within the meaning of FAR Part 12, paragraph (b) of FAR Subpart 27.405, or DFARS Subpart 227.7202, as applicable, and that no other regulation, or FAR or DFARS data rights clause, applies to the delivery of this Service to the Government. Accordingly, the terms and conditions of this Agreement govern the Government's (and the prime contractor and subcontractor's) use and disclosure of the Service, and supersede any conflicting terms and conditions of the contract, grant, cooperative agreement, OT, or other activity pursuant to which the Service is delivered to the Government. If this Service fails to meet the Government's needs, if this Agreement is inconsistent in any respect with Federal law, or if the above cited FAR and DFARS provisions do not govern, the Government agrees to return the Service, unused, to TABS.

**10. Export Restriction.** You agree that the Service will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

**11. Internet Connections.** The Service may have the ability to connect over the Internet to transmit data to and from your computer. For example, the Service may (a) display a screen giving you an option to receive and display at your computer certain sales promotions, or (b) download updates or upgrades to the Service to keep the product up to date. Even if you agree to install the Service, no transmissions to or from the Internet will occur without your indicating your permission and in accordance with TABS's then current Privacy Policy.

**12. Governing Law and General Provisions.** This Agreement shall be governed and construed under the laws in the State of California without regard to its conflicts of law rules. Any suit brought with respect to this Agreement may only be brought in Los Angeles, California and must be filed no later than one year after the date the Service is first acquired. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. This Agreement is the entire agreement between the parties related to the Service and supersedes any purchase order, communication, advertisement, or representation concerning the Service. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns and legal representatives. If any provision herein is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing signed by an authorized representative of TABS. Without prejudice to any other rights TABS has, your license rights under Section 1 above and your warranty rights under Section 7 above, shall automatically terminate upon failure by you to comply with its terms. Upon termination of such rights, You agree that the Service, and all copies thereof, will be immediately destroyed.

**13. Arbitration; Waiver of Right to Jury Trial and Participation in Class Actions.** To the maximum extent permissible under applicable law:

**(a) WAIVER OF JURY TRIAL.** EACH OF US WAIVES OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CONTROVERSY OR CLAIM (“CLAIM”) BETWEEN US ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ANY COMMUNICATION OVER THE INTERNET INITIATED BY OR UNDER THE CONTROL OF THE SERVICE) OR ANY RELATED AGREEMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT. ANY CLAIM SHALL INSTEAD BE DETERMINED BY BINDING ARBITRATION – EACH PARTY THUS WAIVES ITS RIGHT TO A JURY TRIAL.

**(b) ARBITRATION.** Arbitration shall be conducted in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement, and under the rules of the American Arbitration Association (“AAA”). Either you or we may, by summary proceedings (e.g., a motion to stay further proceedings) bring an action in any court having jurisdiction for the sole purpose of compelling compliance with this arbitration provision. TABS may also initiate any action in any court having jurisdiction for the additional purpose of obtaining temporary or preliminary injunctive relief that TABS reasonably believes necessary to protect its copyrights, and other proprietary and intellectual property rights, in the Service. The Proceeding shall be commenced at the request of the claiming party. A Claim shall be decided by one arbitrator who shall be a lawyer licensed to practice law in the state in which the arbitration is conducted. Any Claim shall be arbitrated pursuant to the AAA’s Commercial Arbitration Rules. Any Claim for an amount under \$10,000 shall be arbitrated pursuant to the AAA’s Arbitration Rules for Consumer-Related Disputes. Discovery, to the extent permitted by AAA Rules, shall be expressly limited to matters directly relevant to the Claim. The arbitrator and the AAA shall fully enforce this requirement. The arbitrator's decision shall be binding and shall not be subject to further review or appeal except as otherwise required by applicable law. Judgment upon the arbitration award may be entered in any court having jurisdiction. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation.

**(c) WAIVER OF “CLASS ACTION” CLAIMS.** ANY ARBITRATION PROCEEDING CONDUCTED UNDER THIS AGREEMENT SHALL BE LIMITED TO OUR INDIVIDUAL CLAIMS AGAINST EACH OTHER, AND NO CLAIM OF ANY OTHER PARTY SHALL BE SUBJECT TO ARBITRATION IN SUCH ARBITRATION PROCEEDING ON ANY BASIS WHATSOEVER, WHETHER BY CONSOLIDATION, BY CLASS OR REPRESENTATIVE PRINCIPLES (THAT IS, A SO CALLED “CLASS ACTION”) OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, OR OTHERWISE – EACH PARTY THEREFORE WAIVES ITS RIGHT TO JOIN ITS CLAIM WITH CLAIMS OF ANY OTHER PARTY.

**14. Capacity and Authority to Contract.** You represent that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this Agreement.

Should you have any questions concerning this Agreement, kindly write to: Toshiba America Business Solutions, 9740 Irvine Blvd., CA 92816.