

Downloading the Software and the Software License Agreement

This agreement is entered into between SOULNOTE, Inc. (hereinafter referred to as the "Company") and individuals who have purchased a SOULNOTE Z-3 and or individuals who use a Z-3 by means of a rental service (hereinafter collectively referred to as the "Customer") under the mutual consent of the two parties for the Customer's use of the software offered by the Company (hereinafter referred to as the "Software"). Please read the following carefully before using any Software.

By downloading the Software, the Customer agree to the following terms and conditions.

1. License

- 1) The Company grants the Customer to use the Software free of charge under this agreement.

2. Conditions of Use

- 1) The Customer may back up or create copies of all or part of the Software only for personal use and only on his/her own computer.
- 2) The Customer may not reverse engineer, decompile, or disassemble the Software.
- 3) All Software are copyrighted works protected under copyright laws and other intellectual property right legislation, and the Customer may not take any action that infringes upon those rights.
- 4) The Customer may not rent, lease, or transfer the Software to a third party.

Also, the Customer may not sublicense the Software to a third party.

- 5) The Company reserves the right to change the working mechanisms of the Software without prior notification to the Customer.

3. Warranty

- 1) The Company makes no warranties with regard to marketability or suitability for a specific purpose or any other warranty for the Software. Any issues arising with the Software shall be resolved under the Customer's own risk and expense.
- 2) The Company bears no direct or indirect responsibility nor any responsibility arising from special circumstances involving loss of Customer data, loss of Customer profits, etc. from using the Software.

4. Termination of License

If the Customer violates the terms of this agreement or is involved in any unauthorized or unlawful actions, the Company may terminate this Agreement and terminate the Customer's license.

The Company may also seek compensation from the Customer for any damages suffered by the Company as a result of this.

SOULNOTE, Inc.

33-4, Sagamiono 5-chome, Minami-ku, Sagami-hara-city,

Kanagawa, JAPAN P/O 252-0303

TEL +81-42-705-5170 FAX +81-42-767-5300