

End User License Agreement  
(Skin Analysis Software CM-SA2)

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- (b) make one copy of the Software only for backup purpose, in addition to the duplication necessary for the installation under Section 2(a) above, you may.

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(f) use this software to assist in cosmetics sales at retail stores.

2. You agree that Konica Minolta may audit your use of the Software with respect to your compliance with the terms of this Agreement at any time, upon reasonable prior notice.

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#### § 5 Term and Termination.

1. The term of Agreement commences when you install the Software and will continue in effect until terminated by you or Konica Minolta as set forth in this Section 5.
2. You may terminate this Agreement by deleting the Software and all copies thereof from your computer.
3. Konica Minolta may terminate this Agreement upon written notice to you, if (i) you violate any of the terms and conditions of this Agreement, (ii) you engage in the activities directly competing with Konica Minolta, (iii) a controlling interest of you is acquired by a third party competing with Konica Minolta, or (iv) if all or substantially all of your business or assets are transferred to a third party competing with Konica Minolta. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
4. Upon termination:
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§ 11 Severability.

If any provision of this Agreement 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 Agreement will continue in full force and effect.

§ 12 Governing Law.

This Agreement 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 Agreement or the Software shall be instituted exclusively in Tokyo District Court. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

§ 13 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 Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.