

## END USER SERVICE LICENSE AGREEMENT

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- 6. Access via Internet Only.** You will access the Service via TTEC’s web site only and will not receive any other form of the Service.
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**9. Export Restriction.** You agree that the Service will not be shipped, transferred or exported into any country or used in any manner prohibited by Japan Foreign Exchange and Foreign Trade Act, United States Export Administration Act or any other export laws, restrictions or regulations.

**10. 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 TTEC's then current Privacy Policy.

**11. Governing Law and General Provisions.** This Agreement shall be governed and construed under the laws of Japan without regard to its conflicts of law rules. Any suit brought with respect to this Agreement may only be brought in Tokyo, Japan. 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 TTEC. Without prejudice to any other rights TTEC 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.

**12. 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 TEC Corporation, 1-11-1, Osaki, Shinagawa-ku, Tokyo 141-8562 JAPAN