Application Form and Agreement for Using the AsReader CAMERA-Type SDK

The party (hereinafter referred to as "Applicant") that wishes to use the "AsReader CAMERA-Type" SDK, related documents, know-how, sample applications, and so forth, (hereinafter referred to as the "Service") shall agree to the following Terms and Conditions for using the Service and apply for the Service using this Application Form.

The Service shall be provided by Asterisk, Inc. (AsReader group) and/or its subsidiaries (hereinafter referred to as the "Provider").

The basic Terms and Conditions for using the Service shall be defined in Attachment 1, which pertains to the use of the Service, and Attachment 2, which pertains to the application(s) developed using the Service.

The Applicant shall agree to all the Terms and Conditions, and this application form, signed by both the Applicant and the Provider, shall be recognized as the Agreement between the Applicant and the Provider. A separate contract with fees is required for using applications developed based on the Service.

Applicant:

Company Name : _____

Signature : _____

Print Name : _____

Title (Authorized Rep.) : _____

Date : _____

Email for notices : _____

Mailing Address for notices : _____

Telephone : +   (   )

_____

AsReader Group Use Only

Provider:

[AsReader group]

❏ Asterisk, Inc. (201,5-6-16 Nishinakajima, Yodogawa-ku, Osaka-city, 532-0011, Japan)

❏ AsReader, Inc. (920 SW 6th Ave., Ste 1200, Portland, OR 97204-1212 USA)

❏ AsReader Europe B.V. (Stationsplein 45, A4.004, 3013 AK Rotterdam, The Netherlands)

❏ Dalian Mingrixing Technology Co., Ltd. (R901, Heyi Bld., Aixian Street, Qixianling, High-tech Park ,116023, China)

Signature : _____
Print Name : _____
Title (Authorized Rep.) : _____
Date : _____

(Attachment-1)

Terms and Conditions for Using the AsReader CAMERA-Type SDK

1. Purpose
The Terms and Conditions pertain to the AsReader CAMERA-Type SDK, related documents, sample application(s) using the AsReader CAMERA-Type SDK, and so forth, (hereinafter referred to as the "Service"), and the applications which are developed based on the Service (hereinafter referred to as the "Application" or "Applications"), which are provided by Asterisk, Inc. (AsReader group) and/or its subsidiaries (hereinafter referred to as "Provider").
By applying to use or otherwise access the Service, the party that wishes to use the Service (hereinafter referred to as the "Applicant") acknowledges that they have read, understood, and agree to comply with the Terms and Conditions, which shall become effective at the same time. If the Applicant does not agree to the Terms and Conditions, the Applicant may not use or otherwise access the Service.

2. License
The Provider grants the Applicant a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service to develop an Application, subject to the Applicant's complete and ongoing compliance with all the Terms and Conditions set forth in this Agreement.

3. Conditions of Use
The Provider shall provide the system requirements for the Service, for example the compatible operating system versions of smart devices, etc., (hereinafter referred to as "Device" or "Devices"), to the Applicant, through the Internet and/or other ways agreed upon between the Applicant and the Provider.
The Provider will verify if the Service is compatible with updated versions of the Device's or Devices' operating system(s) and publicize such information via the Internet. However, whether or not these verifications are carried out and whether or not the information is publicized via the Internet is at the discretion of the Provider.
The Applicant acknowledges that there may be cases where some or all of the Service cannot be used, depending on the model, operating system version, etc. of the Device or Devices to be used.
The Applicant is responsible for verifying whether the Service will operate on the Device or Devices to be used.
The Provider shall not be responsible if any or all of the functions of the Service cannot be used due to the Device or Devices.

4. Responsibilities of the Applicant
   (1) The Applicant shall not copy and/or modify part or all of the Service.
   (2) The Applicant shall not reverse-engineer the Service.
   (3) If the Applicant allows a third party to use the Service, the Applicant shall have such a third party follow the Terms and Conditions, guarantee such a third party shall follow the Terms and Conditions, and supervise such a third party to follow the Terms and Conditions. If, by sharing the Service with such a third party, the Applicant causes loss, damages, etc. to the Provider, the Applicant shall be fully responsible for compensating these damages.
   (4) The Applicant shall not be authorized to sell, distribute, publicly transmit, give and/or lend or permit to use or otherwise dispense of part or all of the Service to third parties, regardless of fees, payments, and/or compensation.
   (5) The Applicant shall not delete and/or change copyright notices and/or other indications of rights of the Service.
   (6) The Applicant shall not utilize the Service in ways that violate any public policies and/or

laws and regulations.

(7) The Applicant shall notify third parties of the Application that the Application is based on the Service and that the Applicant agrees to comply with the Terms and Conditions.

(8) The Applicant shall continue to comply with the obligations of this article on a permanent basis, even after the end of this Agreement.

5. Intellectual Property

All intellectual property rights, such as copyright, patent and/or know-how and so forth, belong to the Provider.

6. Change of the Service

The Provider reserves the right to change the content of the Service without prior notice. If the Provider makes such changes, the Applicant recognizes that an update of the Application may be required.

7. Limitation of Liability

(1) The Provider shall not accept any responsibility for the improper use of the Application, and this responsibility lies with the Applicant. Also, the Provider shall not guarantee that sample application(s) will work. Provided, however, this shall not apply where a separate contract is executed for a fee.

(2) The Provider shall not be responsible for any direct and/or indirect damages (including damage to the Device or Devices, Application, etc.) caused by using or failure to use the Service and/or the Application; provided however, this shall not apply where such damages and loss is attributable to deliberate or gross negligence by the Provider.

(3) Provided that the Provider shall be responsible for damages in accordance with the preceding clause, the total liability of the Provider to the Applicant or to a third party shall be limited to the amount, up to 100%, that the Applicant actually paid under this Agreement during the year immediately before the damage occurs.

(4) The Provider shall not accept responsibility for any and all damages and/or loss to the Applicant and/or third party that stems from the Applicant providing the Application to a third party.

(5) The Applicant agrees to indemnify, defend and hold the Provider and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your Application(s), your use or misuse of the Service, or your violation of the Terms and Conditions of this Agreement, any applicable law or regulation.

8. Using the Service and the Application Abroad

If the Applicant wishes to use the Service or the Application abroad, the Applicant shall be responsible for complying with the import/export-related laws of those foreign countries, and also responsible for resolving any and all problems arising from not complying with the aforementioned laws and regulations.

9. Handling of Personal Information

The Provider and the Applicant shall comply with the laws and regulations concerning the protection of personal information relating to the handling of personal information (customer name, e-mail address, etc.) obtained through the use of the Service. In addition, the Applicant shall make best efforts to instruct third parties, such as users, to comply with such laws and regulations.

10. Prohibiting Relationship with Antisocial Forces

(1) The Applicant and the Provider shall represent and warrant the following:

a) That they and their staff were not, and are not, Anti-Social Forces (meaning "Anti-Social Forces" as defined in the "Guidelines for

Preventing Damage by Anti-Social Forces" issued by the Japanese Ministerial Meeting Concerning Measures against Crime, dated June 19, 2007; the same shall apply hereinafter).

  b) That they and their staff will not use the influence, etc. of any Anti-Social Force, irrespective of their own unjust enrichment or other purposes.

  c) That they and their staff will refrain from cooperating in the maintenance and management of Anti-Social Forces, such as by license contract of this plan providing funds to self-reliant forces and their own officers and employees for Anti-Social Forces.

 (2) In the event the other party violates this article, the Applicant and/or the Provider may immediately terminate all or part of this Terms and Conditions without notice.

11. Governing Law, Jurisdiction

Any claim relating to the SDK or the Service shall be governed by the laws of Japan, without regard to conflict of laws provisions. Disputes arising under this shall be resolved in, and subject to the sole and exclusive jurisdiction of the Osaka District Court of Japan.

12. Entire Agreement

This Agreement is the entire agreement between the Applicant and the Provider, and supersedes any and all prior agreements, negotiations, or other communications between the Applicant and the Provider, whether oral or written, with respect to the subject matter hereof, and, except as expressly provided herein, cannot be modified except in writing signed by both parties.

(Attachment-2)

Terms and Conditions of Using Applications
Developed Based on the AsReader CAMERA-Type SDK

1. Purpose
The following Terms and Conditions shall be applicable to all applications developed using the AsReader CAMERA-Type SDK, its related documents, know-how and so forth, (hereinafter referred to as the "Service"), which are provided by Asterisk, Inc. (AsReader group) and/or its subsidiaries (hereinafter referred to as the "Provider").
The aforementioned applications developed using the Service shall be hereinafter referred to as the "Application" or "Applications".
By applying to use or otherwise access the Service, the party (hereinafter referred to as "Applicant") that wishes to use the Service, acknowledges that they have read, understood and agree to comply with the Terms and Conditions, which shall become effective at the same time.
If the Applicant does not agree to the Terms and Conditions, the Applicant may not use or otherwise access the Service.

2. Grant of License
The Provider grants the Applicant, in accordance with this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Application on which the Service is installed with respect to each smart device (hereinafter referred to as the "Device" or "Devices") on which the Application is used. If the Applicant uses the Application on more than one Device, the Applicant shall obtain the same number of licenses as the number of Devices to be used, even if the Devices are not used at the same time.

3. Responsibilities of the Applicant
When the Applicant uses the Application, the Applicant shall verify that the Application is developed with an authorized version of the Service. If the Applicant realizes the Application is a pirated version or otherwise not in compliance with the Terms and Conditions of the AsReader CAMERA-Type SDK, the Applicant may not use the Application.

4. Contract Types and Duration
The Applicant shall download the license management application(s) to use the Application from App Store, Google Play, etc. There are two types of the license management applications: (1) is the AsLicense, which is used for basic licenses, and (2) is the AsLicense Biz, which is used for business licenses.
(1) AsLicense
The license fee for "AsLicense" shall be charged in App Store or Google Play at the time of billing, and a contract shall be executed between the Provider and the user when the license is activated from within application. In addition, the user may cancel the license contract of this plan at any time, however the amount already charged may not be refunded.
(2) AsLicense Biz
The Provider shall present the license fees for "AsLicense Biz" to the Applicant (or user, or user representative) based on the number of Devices, and when the Applicant (or user, or user representative) agrees to this and places an order with the Provider, the contract shall be executed. The minimum contract period shall be 1 year, however, the user may place an order for longer period than the minimum usage period. An administrative fee will be separately incurred at the time the plan is ordered.
In addition, depending on special conditions stipulated between the Provider and the Applicant (or user, or user representative), a third option of (3) "Not using a license management application" may also be considered.

5. Increasing the Number of Devices

In the case of article 4(2) above, "AsLicense Biz", additional Device or Devices may be ordered up to the last day of the original contract even if the remaining period is below 1 year. If the Applicant wishes to increase the number of Devices, the Provider shall present the Applicant (or user, or user representative) with a price for the number of Devices to be used. If the Applicant (or user, or user representative) approves of this amount, a new contract shall be executed by placing an order with the Provider. An administrative fee will be separately charged at the time of placing an additional order.

6. Free Laser Pointer Rental with AsLicense Biz

(1) If the Provider and the Applicant have agreed on a contract for the Service with AsLicense Biz stipulated in article 4(2) above, the Provider shall lend the Applicant the same number of Laser Pointers as the number of licenses to use on Devices, as stated in the contract, free of charge.

(2) Laser Pointers shall generally be sent to one specific location specified by the Applicant (or user, or user representative). However, when sending them to multiple locations, a surcharge and the details shall be negotiated in advance.

(3) The sender shall basically bear the shipping fees for delivery and replacement of Laser Pointers. The sender may decide a shipping company for delivery at its discretion; however, the receiver shall bear the fees by negotiation if the receiver instructs to change the company. In addition, the sender shall bear the risk of loss of Laser Pointers during delivery due to any causes unless the loss is attributable to the receiver. In such a case, both parties shall make their best efforts such as investigation, etc. to solve this problem.

(4) The Applicant shall return the Laser Pointer(s) to the Provider immediately at the end of the contract period.

(5) If the Applicant loses or damages the Laser Pointer(s), the Applicant shall pay the pay the MSRP amount of US$98 per piece which is MSRP as compensation of the damage for each damaged Laser Pointer.

(6) If the Laser Pointer breaks down or otherwise stops functioning during normal use, the Provider shall exchange the damaged Laser Pointer for an equal or better condition one, free of charge.

(7) The Provider shall provide replacements for the consumables of the Laser Pointer, such as its battery, at the price which the Provider and the Applicant agree on. Shipping fees shall be paid by the Applicant. In this case, the Provider may opt to replace with a Laser pointer of equal or better condition.

7. Intellectual property

All intellectual property rights such as patents, copyright, trademarks, know-how of the Service and so forth shall belong to the Provider. The Provider shall not assert the Intellectual Property rights against original Application(s) developed by the Applicant.

8. Restrictions

The Applicant shall not engage in any act that falls under any one of the following items in using the Service. In addition, the Applicant is responsible for monitoring that users of the Application do not perform any of the prohibited acts set forth in the following paragraphs, and the Applicant shall be responsible for all of acts of the user(s).

(1) Infringing on the copyrights and/or other intellectual property rights (including but not limited to any rights related to the Services) of the Provider or others.

(2) Any acts to reverse engineer the Services

(3) Any acts which interfere with the provision of the Service by the Provider

(4) Any acts which interfere with the use of the Service by a third party

(5) Using the knowledge gained through using the Service for any purpose other than to use the Service, or providing such information or disclosing it to any third party.

(6)   Transmitting advertisements, solicitations, harassment emails or harmful computer programs and so forth to third parties.

(7)   Disclosing or providing the knowledge gained through using the Service(s) to third parties, either during this Agreement or after this Agreement has ended.

9. Disclaimer and Limitation of Liability

(1)   If the Applicant or user causes damage to, or has a dispute with, a third party, regarding the Service, the Applicant shall be responsible for solving the problem; provided however, this shall not apply where the problem is clearly attributable to the Provider. The Provider shall not be responsible for any lost, corrupted, incomplete, altered or delayed data and so forth when the problem is due to unavoidable reasons such as natural disaster, fire, riots and/or the malfunction of the telecommunication services provided by telecommunication carriers. The Provider shall not be responsible for providing support for the Device or Devices, equipment and software owned by the Applicant or user(s). The Provider is not obliged to respond directly to complaints and/or requests from third parties regarding the Applications.

(2)   The Provider shall not accept any responsibility for the improper use of the Application, and this responsibility lies with the Applicant. Also, the Provider shall not guarantee that sample application(s) will work. Provided, however, this shall not apply where a separate contract is executed for a fee.

(3)   The Provider shall not be responsible for any direct and/or indirect damages (including damage to the Device or Devices, application, etc.) caused by using or failure to use the Service and/or the Application; provided however, this shall not apply where such damages and loss is attributable to deliberate or gross negligence by the Provider.

(4)   Provided that the Provider shall be responsible for damages in accordance with the preceding clause, the total liability of the Provider to the Applicant or to a third party shall be limited to the amount, up to 100%, that the Applicant actually paid under this Agreement during the year immediately before the damage occurs.

(5)   The Provider shall not accept responsibility for any and all damages and/or loss to the Applicant and/or third party that stems from the Applicant providing the Application to a third party.

The Applicant agrees to indemnify, defend and hold the Provider and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your Application(s), your use or misuse of the Service, or your violation of the Terms and Conditions of this Agreement, any applicable law or regulation.

10. Unauthorized Use

In the event of any misappropriation by the Applicant in breach of these Terms and Conditions, the Applicant shall pay the Provider the amount of three times of the contracted amount stipulated in article 4 as Punitive damages.

11. Termination of the Service

If the Applicant falls under any one of the following items, the Provider may immediately stop the Applicant from using the Service without notice. The Provider shall not lose its right to claim compensation for damages against the Applicant even when the Applicant stopped using the Service(s).

    (1)   In the event of a petition for bankruptcy or for special liquidation, or if rehabilitation, reorganization or private consolidation proceedings are commenced

    (2)   If business is suspended or dissolved

    (3)   When a false allegation has been made against the other party

12. Other Conditions

Conditions to use the Application including payment terms, contract cancellation, terms concerning delayed payment and so forth shall be separately contracted between the Applicant (or user, or user representative) and the Provider.

13. Handling of Personal Information

The Provider and the Applicant shall comply with the laws and regulations concerning the protection of personal information relating to the handling of personal information (customer name, e-mail address, etc.) obtained through the use of the Service. In addition, the Applicant shall make best efforts to instruct its user(s) to comply with such laws and regulations.

14. Prohibiting Relationship with Antisocial Forces

    (1)   The Applicant and the Provider shall represent and warrant the following:

        a)   That they and their staff were not, and are not, Anti-Social Forces (meaning "Anti-Social Forces" as defined in the "Guidelines for Preventing Damage by Anti-Social Forces" issued by the Japanese Ministerial Meeting Concerning Measures against Crime, dated June 19, 2007; the same shall apply hereinafter).

        b)   That they and their staff will not use the influence, etc. of any Anti-Social Force, irrespective of their own unjust enrichment or other purposes.

        c)   That they and their staff will refrain from cooperating in the maintenance and management of Anti-Social Forces, such as by license contract of this plan providing funds to self-reliant forces and their own officers and employees for Anti-Social Forces.

    (2)   In the event the other party violates this article, the Applicant and/or the Provider may immediately terminate all or part of this Terms and Conditions without notice.

15. Governing Law, Venue

Any claim relating to the SDK or the Service shall be governed by the laws of Japan, without regard to conflict of laws provisions. Disputes arising under this shall be resolved in, and subject to the sole and exclusive jurisdiction of the Osaka District Court of Japan.

16. Entire Agreement

This Agreement is the entire agreement between the Applicant and the Provider, and supersedes any and all prior agreements, negotiations, or other communications between the Applicant and the Provider, whether oral or written, with respect to the subject matter hereof, and, except as expressly provided herein, cannot be modified except in writing signed by both

parties.