

END USER LICENSE AGREEMENT

This END USER LICENSE AGREEMENT (the “Agreement”) is a legal agreement by and between You and CMS Products. (“CMS”). If you click “I Accept” button , it shall be deemed that You have accepted the terms and conditions of this Agreement and that a license agreement for the Software has been formed. Therefore, please read this Agreement carefully before You install the Software. This Agreement provides for the license, warranty and limitation of liability for the Software. If You do not accept this Agreement, You are not permitted to install or use the Software covered by the Agreement. If You do not accept this Agreement, please return (1) the Software unused (2) within thirty (30) days after the purchase (3) together with Your proof of purchase (4) to the website where you purchased this software. In such case, the purchase price will be refunded.

(By clicking “I Do Not Accept” button, the purchasing process will be cancelled. Due to the nature of sales by download, once You purchase the product by clicking “I Accept” button, no return of the product will be accepted.)

Article 1 (GRANT OF LICENSE)

This is an agreement for the grant of a license. CMS hereby grants to You a license to use “BounceBack Ultimate 14” (hereinafter referred to as the “Software”) subject to the terms and conditions contained in this Agreement. All rights not expressly granted to You under this Agreement are reserved by CMS.

Article 2 (COPYRIGHT ETC.)

The Software is an intellectual property of CMS or the licensors of the Software and is protected by Copyright Act, Patent Act, and other domestic laws and international treaties. Any and all intellectual property rights, including copyrights, patent rights, and trademark rights, regarding the Software and all copies thereof, and the Users Manual shall remain vested in CMS and the licensors of the Software. If the Software contains Windows PE of Microsoft and any other third party programs, You shall comply with the terms and conditions for the licensing of such programs.

Article 3 (SCOPE AND RESTRICTIONS OF LICENSE)

1. CMS grants to You a non-exclusive, non-sublicensable, and non-transferable rights to use the Software by installing it on one computer unit owned by You (including any leased or rented property for Your internal use). If You intend to install the Software on two or more computer units, You need one (1) license for any additional one computer unit. You may not use the Software as a part of the services that You provide to Your customers (including services provided to third parties, with or without consideration, for commercial profit or as value-added services) without the prior written consent of CMS.
2. Any use of the Software that deviates from the method of use authorized in this Agreement shall constitute a breach of this Agreement. You must report to CMS promptly any use

that deviates from the scope of the license. You and CMS shall adjust and agree on any deviation from the scope of such license. Pending the formation of the agreement with respect to the deviation, or pending the discontinuation of the use to the extent of such deviation, You must compensate to CMS for such deviation the amount that shall be calculated based on CMS' price list. The amount of compensation for the deviation shall be calculated using the straight-line method over a period of 4 years. In the event that no report is made to CMS with respect to the use in deviation of the scope of the license, You shall pay to CMS the amount equivalent to three times the amount of the license fees for the portion of the deviation based on CMS' price list.

3. You may copy the Software solely for back-up purposes; provided, however, that any copy must contain trademark, copyright and other notice that is contained in the original copy, and that the copy must be retained by You.
4. You shall not lend, sell, assign or transfer to the public the Software, the Users Manual or any serial number of the Software (hereinafter referred to as the "License Key"), and may not create any security interest on the Software, the Users Manual or the License Key, or otherwise sublicense the Software.
5. You may not disassemble, decompile, reverse engineer, customize or modify the Software for any reason. CMS shall not be liable for any damage caused by any trouble that may arise from any of Your act including modification.

Article 4 (SUPPORT SERVICES)

1. If You have completed the user registration in accordance with the procedures prescribed by CMS, CMS shall provide You with support services by e-mail for a period of three (3) months after the day of such user registration, provided, however, that, if You have no access to the internet or have no mail address, certain support services shall be provided for a fee.
2. If there is any change in any of Your information entered in the user registration, You shall report the same to CMS without delay.
3. CMS' obligations regarding the provision of the support services shall be limited to CMS' exercising its reasonable effort regarding the content set forth in Paragraph 1 of this Article.
4. CMS shall have no obligations to provide the support services if:
 - (a) You have not completed the user registration in accordance with the procedures prescribed by CMS;
 - (b) You have not reported the change provided in Paragraph 2 of this Article, or Your report of such change is otherwise deficient;

- (c) The term of the support services for You has expired;
 - (d) You are using the Software on any operating system other than the supported version outlines in Article 11;
 - (e) Your question is not related to the Software.
5. CMS may discontinue the provision of the support services without giving any advance notice to You if:
- (a) CMS undertakes any emergency maintenance of the system;
 - (b) it has become difficult or impossible to operate the system because of any force majeure event, such as fire; or
 - (c) CMS has determined that the discontinuation of the system is necessary because of any emergency situations other than those specified above.
6. You may continue to receive the provision of the support services by executing a separate support services agreement with CMS by the day of the expiration of the term of the support services in accordance with the procedures prescribed by CMS. Certain additional fees shall be required to execute the support services agreement.
7. Notwithstanding the previous Paragraphs, in the event that CMS has terminated or suspended the provision of the support services, CMS shall no longer have any obligation to provide the support services to You.

Article 5 (WARRANTY)

1. CMS warrants that, for a period of thirty (30) days after the day of purchase, there will be no physical defect in any media that contains the Software (hereinafter referred to as the "Media"), and that the Software will operate as set forth in the software Help, etc. under normal use environment. In the event that there is any physical defect in the Media, please return the Software to the retail outlet where it was purchased together with anything that proves the day of the purchase, such as the receipt. Such Media shall be replaced free of charge. In such case, the warranty period applicable to the Media prior to the replacement shall apply to the new Media so replaced. The provisions of this Paragraph shall not apply to any purchase made by downloading the Software.
2. Except for the warranty under the previous Paragraph, CMS does not warrant that the Software conforms to Your requirements, or that the operation of the Software is free of any trouble. The Software is provided to You on an "as-is" basis, and neither CMS nor any licensor of the Software gives no warranty as to the Software, the software Help or other services to be provided under this Agreement. Neither CMS nor any licensor of the Software warrants the merchantability, the fitness for particular purpose, any rights or infringement of the Software.

3. In cases where there is a failure to notify the user registration or any change to registration under Article 4, Paragraphs 1 or 2, or there is any deficiency in the content of the same, You shall be solely responsible for any disadvantage or damage arising from the non-arrival of any notice, postal mail or other form of contact made by CMS to You.
4. The selection, implementation, use and results of the use of the software programs (including but not limited to the Software) by You shall be Your responsibility. CMS shall not be liable for any indirect damage, special damage, contingent damage, incidental damage, consequential damage, or loss of profit suffered by You or some other third party arising from the use of the Software or the Users Manual, from the support services, or from the non-provision of the support services pursuant to the provisions of Article 4, Paragraph 4 and Paragraph 5.
5. Any and all claims regarding the physical defect or defect in rights may only be raised within a period of one (1) year from the purchase of the Software, or from the transmission of serial numbers necessary to download the same.

Article 6 (LIMITATION OF LIABILITY)

CMS' LIABILITY TO YOU FOR ANY LOSSES SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE. IN NO EVENT WILL CMS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR LOSS OF DATA).

Article 7 (TERMINATION)

1. You may terminate this Agreement by destroying the Software and all copies thereof. In this case, there shall be no refund of any fees You paid under this Agreement.
- 2 CMS may terminate this Agreement if You commit any violation regarding this Agreement. Upon termination of this Agreement, You may not use the Software, and shall destroy the Software and any and all copies thereof.

Article 8 (CONFIDENTIALTY)

1. You shall not disclose or leak to any third party, without the prior written consent from CMS, (a) the contents set forth in this Agreement, or (b) any information You received in connection with this Agreement (including without limitation license keys, phone numbers, fax numbers, e-mail addresses, URL, IDs and passwords of the Software, and any information provided via computer network as a part of the support services), and You shall not use the same in any manner except where such information is necessary for the performance of the obligations or for the exercise of rights under this Agreement, provided, however, that the above shall not apply to any disclosure made on any legitimate grounds such as the disclosure required by any order of the government entity, in which case You

shall promptly give an advance notice to CMS.

2. Notwithstanding the preceding Paragraph, the provisions of the preceding Paragraph shall not apply to any information:
 - (1) that has been independently developed by the recipient without using or referring to any confidential information of CMS;
 - (2) that the recipient can demonstrate was already known to the recipient at the time of the disclosure;
 - (3) that has become part of the public domain after disclosure through no fault of the recipient;
 - (4) that was rightfully acquired from a third party without incurring any confidentiality obligations;
 - (5) disclosure of which is permitted in writing; or
 - (6) that is required to be disclosed pursuant to the applicable law.
3. The provisions of the foregoing Paragraphs shall remain in full force and effect even if this Agreement ceases to exist due to termination, expiration or other grounds.

Article 9 (EXPORT REGULATIONS)

The Software may be subject to export or import regulations in the United States, and other countries. You agree to comply strictly with all such laws and regulations and acknowledge that You have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to You.

Article 10 (MISCELLANEOUS PROVISIONS)

1. This Agreement shall be governed by the laws of the United States. In the event that any provision of this Agreement is held to be invalid, such provision shall be deleted.
2. CMS may change any content of this Agreement, any content of the support services or the content of any announcement without providing any prior announcement to You, and shall post the content so changed at CMS' website. In the event that such change is made, any preceding content of this Agreement, content of the support services or content of any announcement shall become null and void, and the content of this Agreement, content of the support services or content of any announcement as changed shall be applied.

Article 11 (SYSTEM REQUIREMENTS)

The Software requires Windows XP-SP3, Windows Vista, Windows 7, or Windows 8 & 8.1

operating systems. Application within the terms of this Agreement or any user manual is not achieved without use of one of these operating systems. Control of the Software through a network management is not possible.

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