

Subscription License Agreement

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Important: The Subscription License Agreement sets forth the terms and conditions of use and other provisions regarding the software products ("Applicable Products," as defined in Article 1) for which WingArc1st Inc. grants a subscription license, and shall apply to customers who use the Applicable Products. The Customer shall be deemed to have agreed to the contents of the Agreement upon application for the use of the Applicable Products under a subscription license. In addition, if the applicant using the Application Form prescribed by WingArc1st Inc. (as defined in Article 1) is an employee or representative of the Customer, the Customer expresses and warrants that the applicant is authorized to attribute effects to the Customer and is authorized to act on their behalf. Please note that even if license terms are included on the installation screen or packaging of an Applicable Product, if the Applicable Product is purchased as a "subscription license," only the terms of this Agreement shall apply as the terms of use for said Applicable Product.
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1 Definitions

- 1.1 "WingArc" refers to WingArc1st Inc. in Japan.
- 1.2 "Activation" refers to a procedure to verify that the Customer's right to use the Applicable Products has been properly acquired by connecting the Customer's computer to a WingArc (or other) server via a network at the commencement and during the use of the Applicable Products.
- 1.3 "Open Source Software" refers to software and similar programs whose source code is made public and which can be used, modified, or distributed (redistributed) by anyone.
- 1.4 "Related Materials" refer to manuals and other documents (including, but not limited to, electronic media) provided in connection with the Applicable Products.
- 1.5 "End User" refers to the person described as the end user in the Application Form, which is a corporation or equivalent entity in Japan that ultimately manages and uses the Applicable Products.
- 1.6 "Support Policy" refers to WingArc's policy, as set forth on WingArc's website (including <https://cs.wingarc.com/en/supportpolicy/000021474> and websites linked from such site), which defines the content and methods of maintenance services of the Applicable Products. Please note that the content of this website is subject to change at WingArc's discretion.
- 1.7 "Usage Period" refers to the period during which WingArc grants the Customer the right to use the Applicable Products under this Agreement.
- 1.8 "Upgraded Versions" refers to a collective term for upgraded versions (regardless of whether the upgrades are major or minor), update modules, service packs, and patches related to the Applicable Products.
- 1.9 "Maintenance Service" refers to the technical support provided by WingArc for the Applicable Products.
- 1.10 "Agreement" refers to the Subscription License Agreement.
- 1.11 "Applicable Products" refer to WingArc software products listed on the Application Form, consisting of computer programs in object code form (including version updates) for which WingArc grants a license under this Agreement, as well as non-program materials such as manuals provided in connection with the use of such programs.
- 1.12 "Agreement" refers to the agreement regarding the use of the Applicable Products between the Customer and WingArc, which is formed based on the Customer's acceptance (including cases where agreement is deemed) of the contents of the Agreement.
- 1.13 "Customer" refers to a corporation or equivalent entity that has signed or affixed its seal to the application section at the end of the "Subscription License Agreement Application Form" prescribed by WingArc.
- 1.14 "Application Form" refers to WingArc's prescribed "Subscription License Agreement Application Form".
- 1.15 "Target Country" refers to the country in which the Customer is located.

2 Grant of License

- 2.1 WingArc grants the Customer a non-exclusive, non-transferable license to use the Applicable Products within the Target Country, limited to the Customer's specific system environment, for internal business purposes and for the duration of the Usage Period subject to the terms of this Agreement (including the right to sublicense to the End User specified in the Application Form, if the End User differs from the Customer). However, if WingArc imposes additional or different conditions based on the license type, usage purpose, scope of use, or usage environment of the Applicable Products (collectively referred to as the "Deployment Environment Conditions"), and notifies the Customer in writing, via a website (including but not limited to https://www.wingarc.com/en/license/eu_license.html), or by other means at or before the execution of this Agreement, then these Deployment Environment Conditions shall take precedence, and the Customer shall comply with them.
- 2.2 The Usage Period mentioned in the preceding paragraph shall be as stated in the Application Form. However, unless otherwise agreed upon between WingArc and the Customer, if neither party provides specific notice to the other at least one month prior to the expiration of the Usage Period, the Usage Period shall be automatically extended for one year under the same terms of this Agreement.
- 2.3 WingArc grants the Customer the right to make only one copy of Applicable Products for the purpose of backup or cold standby for disaster recovery ("cold standby" refers to a case where, when a failure occurs in the Customer's main (production) machine on which the Applicable Product is installed, the Customer manually switches to another spare (standby) machine without prior configuration of third-party software and hardware), and the Customer shall not make any other copies.
- 2.4 If the Customer grants permission to an End User to use the Applicable Products pursuant to Section 2.1, the Customer shall impose upon the End User terms equivalent to those in this Agreement (including, but not limited to, the Deployment Environment Conditions; the "Conditions") and shall be liable to WingArc for the End User's compliance with the Conditions. In such cases, any violation of the Conditions by the End User shall be deemed a violation of this Agreement by the Customer. Note that if no End User is specified in the End User section of the Application Form, or if the Applicant and the End User are the same, the Customer shall be the End User, and the right to sublicense set forth in 2.1 shall not be granted.

3 Restrictions

- 3.1 The Customer shall not use the Applicable Products in any manner other than those described in the Related Materials of the Applicable Products (including, but not limited to, methods that circumvent technical limitations contained in the Applicable Products).
- 3.2 The Customer shall maintain the same copyright and other notices as those on the Applicable Products (including cases where copies are made

based on the following paragraph) and shall not alter them without the prior written consent of WingArc.

- 3.3 Except as otherwise expressly provided in this Agreement, the Customer shall not, for any reason whatsoever, copy, modify, alter, port, or translate all or any part of the Applicable Products without the prior written consent of WingArc, nor shall the Customer assign, sell, lease, rent, lend, sublicense, grant a reuse license, or otherwise dispose of the Applicable Products to any third party, or use it for any commercial time-sharing, commercial hosting services, ASP (Application Service Provider), SaaS (Software as a Service), or similar services.
- 3.4 The Customer shall not tamper with or erase the Applicable Products, nor shall the Customer alter, improve, or repurpose the programs that constitute the Applicable Products. However, this excludes modifications solely for the Customer's own use and reverse engineering strictly for the purpose of debugging such modifications. If the Customer makes any such modifications or reverse engineering, WingArc shall have no liability or obligation to provide any support, maintenance services, or warranties under this Agreement for any failures, defects, or errors arising therefrom or relating thereto, whether for the modified parts or the Applicable Products as a whole.
- 3.5 The Customer shall not gift, assign, or provide as collateral, or otherwise dispose of any rights or obligations under this Agreement or any rights related to the Applicable Products to any third party.

4 Copyright

- 4.1 The Applicable Products are products distributed by WingArc to which WingArc or its licensors hold rights, and are protected by the copyright laws and other intellectual property laws of Japan and other countries, as well as by the provisions of international treaties.
- 4.2 The Customer is granted only the right to use the Applicable Products pursuant to this Agreement. No other rights, whether expressed or implied, relating to the Applicable Products are granted except as defined in this Agreement. All rights and authority, including intellectual property rights, pertaining to the Applicable Products shall be retained by WingArc or its original rights holders at all times.

5 Limited Warranty

- 5.1 **WingArc shall, at no charge, replace the storage medium (including but not limited to optical discs) provided to the Customer if a significant physical defect is discovered in said medium due to reasons attributable to WingArc at the time of provision, provided that the Customer notifies WingArc of such defect in writing within 30 days from the date of delivery of the Applicable Products to the Customer and simultaneously sends the medium to WingArc. This shall constitute WingArc's entire liability regarding the storage medium. Please note that the warranty period applicable to the original media shall apply to the replaced media.**
- 5.2 **Except as expressly provided in the preceding paragraph or this Agreement, WingArc provides the Applicable Products to the Customer on an "as is" basis, and makes no express or implied warranties as to the absence of errors in the Applicable Products, non-infringement of third-party rights, merchantability, or fitness for a particular purpose, nor shall it be liable for any results arising from the Customer's use of the Applicable Products.**
- 5.3 **In no event shall WingArc be liable for any lost profits, damages arising from special circumstances (regardless of whether WingArc could have foreseen the occurrence of such damages), loss or corruption of data, indirect damages, consequential damages, or damages arising from claims for compensation by third parties. Furthermore, in the event that WingArc is liable to the Customer for damages in connection with this Agreement, the scope of such liability shall be limited to the ordinary and actual damages directly suffered by the Customer as a result of reasons attributable to WingArc, regardless of the basis of liability, and the amount of compensation shall be capped at the equivalent of the license fee for the Usage Period of the Applicable Products received by WingArc, up to a maximum of 12 months. In addition, the Customer shall be responsible for backing up their data and operating environment, and WingArc shall not be liable in any way under any circumstances.**

6 Maintenance Services

- 6.1 WingArc shall provide maintenance services for the Applicable Products to the Customer during the Usage Period in accordance with the latest support policy in effect at the time WingArc receives an inquiry from the Customer regarding the Applicable Products via the method designated by WingArc, and in accordance with the provisions specifically stipulated in the Agreement. These maintenance services shall consist of "Standard Maintenance Services," unless the Customer selects "After-Hours Maintenance Services" in accordance with the procedures specified separately by WingArc. The fee for maintenance services is included in the license fees for the Applicable Products during the Usage Period.
- 6.2 WingArc may subcontract all or part of the maintenance services to a third party. In such cases, WingArc shall subcontract the work at its own risk and expense, and shall ensure that the subcontractor complies with obligations equivalent to the confidentiality obligations set forth in this Agreement.
- 6.3 WingArc's warranty regarding its maintenance services is limited to the provision of such services. If the maintenance services provided by WingArc are defective, WingArc shall repeat the necessary maintenance services within a reasonable scope. The Customer hereby acknowledges that, even with the provision of maintenance services by WingArc, errors in the Applicable Products may not be fully corrected, or malfunctions may not be entirely avoided.
- 6.4 The provisions set forth in the Agreement, including those in the preceding paragraph, define the full extent of WingArc's liability regarding the provision of maintenance services for the Applicable Products, and shall not guarantee that all defects in WingArc products will be corrected, that WingArc products will operate normally, that failures caused by third-party products will be addressed, or that the Customer's data or operating environment will be restored. The Customer shall be responsible for managing such data and operating environment, and WingArc shall not be held liable under any circumstances.
- 6.5 If WingArc discontinues the sale of all or part of the Applicable Products, the period and terms for the provision of maintenance services for such discontinued products shall be in accordance with the contents described in WingArc's "Lifecycle Policy" (https://www.wingarc.com/en/lifecycle_policy/index.html).
- 6.6 If the maintenance service for the Applicable Products is an "After-hours Maintenance Service," the Customer shall not be able to partially terminate any of the products included in the same system where the Applicable Products are installed, as described on the website (<https://cs.wingarc.com/en/extend>).
- 6.7 In addition to the preceding paragraph, this Agreement may not have an agreement period that includes any period after the end date of the provision of maintenance services (including but not limited to maintenance end date, support end date, scheduled support end date) as determined at WingArc's discretion in the Support Policy.

7 Upgraded Versions

If an upgraded version is provided to the Customer by a method specified by WingArc pursuant to the preceding article, the terms and conditions of this Agreement shall apply to the use of such version upgrade, unless otherwise specified by WingArc. Please note that upon the Customer's commencement of use of an upgraded version of the Applicable Products, the Customer's right to use the previous version of the Applicable Products shall be forfeited at the time the Customer begins using the upgraded version. However, this restriction shall not apply if WingArc has separately given consent.

8 Agreement Period

- 8.1 The Agreement shall be concluded and become effective when the Customer applies for a subscription license for the Applicable Products to WingArc by submitting an application form, and WingArc accepts the application.
- 8.2 The term of this Agreement shall commence on the date this Agreement becomes effective pursuant to the preceding paragraph and shall remain in full force and effect until the end of the term unless this Agreement is terminated due to a breach of this Agreement or for any other reason. However, if neither the Customer nor WingArc expresses an intention to terminate this Agreement at least one month before the expiration of the Usage Period, it shall be renewed for one year under the same terms, and the same shall apply thereafter. In addition, if the Customer and WingArc have reached a separate written agreement regarding this paragraph, the terms of such agreement shall take precedence.
- 8.3 If the Customer breaches any one of the provisions of this Agreement, WingArc may terminate the Customer's rights under this Agreement at any time without prior notice. Furthermore, in such cases, if WingArc has not yet received any license fees for the Applicable Products for the period from the termination of this Agreement until the end of the usage period, the Customer shall promptly pay such fees to WingArc.
- 8.4 The provisions set out in section 5 (Limited Warranty), Section 9 (Confidentiality), Section 18 (Dispute Resolution), Section 19.3, and Section 20 (Other Provisions) shall continue to remain in effect even after the termination of this Agreement. However, Section 9 (Confidentiality) shall remain in effect for three (3) years after the termination of this Agreement.

9 Confidentiality

- 9.1 The Customer shall treat technical information regarding the Applicable Products provided by WingArc (including, but not limited to, the Applicable Products, serial numbers, documents, and electronic documentation; "Confidential Information") as confidential, shall not disclose it to any third party without WingArc's prior written consent, and shall not use it for any purpose other than the use of the Applicable Products. Furthermore, the Customer shall not, without WingArc's prior consent, file for patents or other intellectual property rights in any country or region for any technology that constitutes all or part of such Confidential Information. In addition, after the termination of this Agreement, the Customer shall promptly return the Confidential Information to WingArc or delete it, at their own responsibility.
- 9.2 Notwithstanding the preceding paragraph, information falling under the following items shall be excluded from Confidential Information. (1) Information independently developed by the Customer without using Confidential Information, (2) Information that has become publicly known without the Customer violating the terms of this Agreement, (3) Information that the Customer already possessed at the time of receiving it from WingArc.

10 Personal Information

The Customer and WingArc shall handle personal information obtained in connection with this Agreement (information regarding a living individual that can identify a specific individual based on the name, date of birth, or other descriptions contained therein, including information that can be easily cross-referenced with other information to thereby identify a specific individual) under appropriate security measures in accordance with Japan's Act on the Protection of Personal Information, and shall not be disclosed or leaked to any third party for any purpose other than the performance of this Agreement.

Furthermore, personal information may not be reproduced or altered without the prior written consent of the other party.

11 Activation

When performing activation, the Customer agrees to provide WingArc with the "Activation Key" provided by WingArc, as well as hardware information and OS environment information (excluding information that identifies an individual) when connecting to WingArc's servers. If the Customer moves to an environment different from the computer that was authenticated via activation (even if the same computer is used but the environment is technically different, such as a logical partition or virtual environment), the Customer must first deactivate the current activation and then reactivate in order to use the Applicable Products. The Customer shall be responsible for the use and management of the Activation Key and shall not disclose it to any third party under any circumstances.

12 Audit

- 12.1 WingArc may audit the Customer's use of the Applicable Products by providing written notice at least 30 days in advance. The Customer agrees to cooperate with WingArc's audit and to provide information and assistance within reasonable limits. However, WingArc shall conduct such audit during the normal business hours of the Customer without interfering with the Customer's business activities. The Customer agrees that WingArc shall not be liable for any costs incurred by the Customer in cooperating with the audit.
- 12.2 If the audit in the preceding paragraph reveals that the Customer has used the Applicable Products beyond the scope of the granted license, the Customer agrees to pay the fees for the excess usage within 30 days after receiving notice from WingArc. If the Customer fails to pay the fees for such excess usage, WingArc may terminate this Agreement. In such cases, the Customer's right to use the Applicable Products shall be terminated.

13 Entire Agreement

The Customer agrees that this Agreement constitutes the entire agreement between the parties concerning the Applicable Products and supersedes all prior or contemporaneous agreements or representations (including notices, proposals, and statements), whether written or oral, relating to the Applicable Products, and that it shall take precedence over any conflicting provisions in any estimates, orders, or acceptances between the parties. The Agreement may not be modified or amended by any means except by a written agreement signed or sealed by persons with due authority from both parties.

14 Export

The Customer shall not, for any reason whatsoever, directly or indirectly export, re-export, resell, ship, or divert the Applicable Products from the Target Country without obtaining WingArc's written consent and, if necessary, the permission of the relevant government agencies. Furthermore, where permission from government agencies is required in addition to WingArc's consent, such permission shall be obtained at the Customer's expense, and even after obtaining such permission, the Customer shall comply with the export and import laws and regulations of the relevant country when using the Applicable Products (including technical data). The Customer also agrees that neither the Applicable Products nor any direct product thereof will be exported, directly or indirectly, in violation of any export and import laws and regulations, nor used for any purpose that violates such regulations (including, but not limited to, the proliferation of nuclear, chemical, or biological weapons or the development of missile technology).

15 Severability

Each provision of this Agreement shall be deemed severable. If any provision is held to be invalid or declared to be in violation of applicable laws or regulations by any competent authority (including courts), such provision ("Disputed Provision") shall be construed as if it had never been part of this

Agreement, without affecting the validity of the remaining provisions. Furthermore, if a Disputed Provision is held to be invalid or declared to be in violation of laws and regulations, both parties shall promptly consult with each other for the purpose of amending this Agreement to provide for a legal and valid provision ("Substitute Provision") to replace the Disputed Provision, and for the purpose of resolving all issues arising from the Disputed Provision. In consultations regarding the provision of a Substitute Provision, the guiding principle shall be to make the necessary and minimum modifications to eliminate the invalidity and violation of laws and regulations of the Disputed Provision.

16 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations due to the following causes ("Force Majeure Events"), and each party shall make reasonable efforts to mitigate the impact of such Force Majeure Events. However, this section does not exempt either party from its obligation to take appropriate measures in accordance with normal disaster recovery procedures, nor does it relieve the Customer of its obligation to pay for the delivered Applicable Products. (1) War, rebellion, or acts of sabotage, (2) natural disasters, (3) outages of electricity, the Internet, or telecommunications not attributable to the debtor, (4) government regulations (including the denial or revocation of import and export or other licenses), (5) other events beyond the reasonable control of the debtor.

17 Governing Law

The Agreement shall be governed by the laws of Japan. Furthermore, the United Nations Convention on Agreements for the International Sale of Goods (Vienna Sales Convention) shall not apply to this Agreement.

18 Dispute Resolution

The Tokyo District Court shall have the exclusive jurisdiction of the first instance for any and all dispute, claims, or controversies arising out of or in connection with this Agreement, including any questions regarding its existence, validity, or termination. Nothing in this Section shall limit WingArc's right to seek injunctive relief, temporary restraining orders, or other equitable remedies in any court of competent jurisdiction to protect its intellectual property rights or confidential information, or to enforce activation suspension.

19 Termination

- 19.1 If the Customer or WingArc falls under any of the following items, the other party may terminate this Agreement in whole or in part without the need for prior notice or demand. (1) When a party is subject to seizure, provisional seizure, provisional disposition, public auction, or disposition for failure to pay taxes, or has had a petition filed for the commencement of corporate reorganization proceedings, bankruptcy, or auction, or has itself filed for civil rehabilitation, corporate reorganization proceedings, or bankruptcy. (2) When a supervisory authority suspends a party's business or cancels their business license or business registration. (3) When a resolution is made to abolish, change, or dissolve a party's business. (4) When a party is placed in a state of suspension of payments, such as when a bill of exchange or check that it has issued or accepted is dishonored. (5) When there are reasonable grounds to believe that a party's financial condition has deteriorated or is likely to deteriorate.
- 19.2 If either the Customer or WingArc breaches any provision of this Agreement and fails to perform its obligations under this Agreement despite being given reasonable time to remedy the breach, the other party shall be entitled to terminate this Agreement in whole or in part.
- 19.3 Termination under the preceding two paragraphs shall not preclude claims for damages. Furthermore, if the Customer or WingArc falls under any of the items listed in Paragraph 1 or the preceding paragraph, it shall lose the benefit of time for all obligations owed to the other party.

20 Other Provisions

- 20.1 The Applicable Products are subject to change without notice for improvement purposes.
- 20.2 The Customer agrees that the license fees already paid to WingArc (including fees paid through third parties such as WingArc's distributors) are non-refundable. Furthermore, if the Customer has any outstanding license fees for the Applicable Products at the time of termination of this Agreement or at the end of the Usage Period, the Customer shall promptly pay such fees to WingArc.
- 20.3 WingArc may change all or part of the Agreement (including but not limited to the address (URL) of the website specified in this Agreement) at its discretion. However, in such cases, WingArc shall notify the Customer of the content of the revised Agreement via the WingArc website or other methods. If the Customer uses the Applicable Products without objection after such notification, the Customer shall be deemed to have agreed to the revised Agreement.
- 20.4 If the Customer (including Contractors, defined in Section 20.7) uses a program created by the Customer (including, but not limited to, cases where open-source software is utilized) or a third-party program ("Created Program") together with the Software, the Customer shall, at its own responsibility, use it in compliance with the applicable terms (including any licensing conditions for open-source software), and warrants that such use does not impose any obligations on WingArc regarding the Software nor grant any third party any rights or privileges over WingArc's intellectual or proprietary rights. In the event that any dispute, claim, demand, or lawsuit arises between the Customer and a third party regarding the use of a Created Program, the Customer shall process and resolve such dispute at its own responsibility and expense, and shall hold WingArc harmless from and against, and compensate WingArc for, any and all damages, losses, expenses (including reasonable attorneys' fees), or liabilities incurred by WingArc arising out of or in connection with such dispute.
- 20.5 Even if the Applicable Products are provided to the Customer as the subject of an agreement (such as a sales agreement or lease agreement) between the Customer and a third party, any claims or disputes between the Customer and WingArc relating to the Applicable Products or its use shall be governed by the terms of this Agreement, and WingArc shall have no liability other than those specified in this Agreement, and the Customer agrees that any agreement between the Customer and such third party shall not affect WingArc.
- 20.6 The Software may include programs or other intellectual property of third parties other than WingArc or WingArc's affiliates, such as open source software. In such cases, if a third party provides third-party programs subject to software usage terms, license terms, or similar terms, the Customer shall comply with those terms and conditions. Furthermore, such third parties and WingArc shall not provide any warranties or assume any liability with respect to such third-party programs, except for compliance with the terms of any open source software licenses, if such programs contain open source software. If the Customer uses other software owned by a third party together with the Applicable Products, the Customer shall comply with the usage terms applicable to such software, and even if the use of the Applicable Products is restricted as a result of such compliance, WingArc shall not provide any warranty or assume any liability.
- 20.7 The Customer may allow agents or third parties to whom the Customer has subcontracted all or part of its internal operations ("Contractors") to use the Applicable Products within the scope of the rights and obligations acquired by the Customer. In such cases, the Customer shall impose terms and conditions equivalent to those of this Agreement on this Contractors and shall assume full responsibility to WingArc for the use of the Applicable Products by such third parties and their compliance with terms equivalent to those of this Agreement.
- 20.8 If an upgraded version of the Applicable Product is provided by WingArc subject to terms of use, such conditions shall take precedence over this Agreement. If there are no terms of use, the Customer agrees to use the product in accordance with this Agreement.