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**Important: Before using the Software, please thoroughly read the Software Subscription License Agreement (“Agreement”) and fully comprehend each provision in order to acquire the License for the Software. If the Customer agrees to all the terms and conditions of this Agreement (including the terms and conditions which have been offered separately), please apply by signing, or affixing a seal on, the Application Form as attached.**

**If WingArc1st Inc. (“WingArc”) accepts the application, it shall provide the Customer with the Software. By the acceptance of WingArc, this Agreement shall be formed and WingArc shall grant the Customer with a license for use of the Software pursuant to the terms and conditions of this Agreement.**

**Furthermore, if the person indicating the intent to consent to this Agreement is the Customer’s agent or employee, such person shall represent and warrant that the person has been granted the agency right to attribute the results to the Customer, and in addition, any act of the person representing the Customer is exercised for the Customer on the Customer’s behalf, and the result thereof shall be attributable to the Customer.**

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1.Definitions

- 1.1 “WingArc” shall mean WingArc1st Inc. of Japan.
- 1.2 “End User” means the legal entity or equivalent entity ultimately managing and using the Software, as identified as the End User on the application form.
- 1.3 “Software” shall mean the computer program (including the Updated Version) in the form of object codes for which a license is granted from WingArc and is composed of materials other than programs such as manuals provided in relation to the use of such program.
- 1.4 “Customer” shall mean a legal entity or equivalent entity that has agreed to this Agreement and has applied with the "Subscription License Agreement Application Form" prescribed by WingArc. .
- 1.5 “Agreement” shall mean the agreement relating to the use of the Software formed based on the Customer consenting (including instances where the Customer is deemed to have consented) to the provisions listed in the Software Subscription License Agreement.
- 1.6 Excluding instances where WingArc separately gives notice in writing (including, but not limited to, electronic form; the same shall apply hereafter), “Territory” shall mean Japan.
- 1.7 “Related Materials” shall mean manuals and other documents (including, but not limited to, electronic media) provided in relation to the Software.
- 1.8 “Open Source Software” shall mean software, etc. for which the source code is publicized and that can be used, altered or distributed (redistributed) by anyone.
- 1.9 “Maintenance Service” shall mean technical support that can be provided by WingArc in relation to the Software.
- 1.10 “Updated Version” shall mean collectively the updated versions (regardless of whether major or minor), renewed modules, service packs and patches and other related software relating to the Software.
- 1.11 “Activation” shall mean the procedure to authenticate the due obtainment of a license by the Customer, by connecting a Customer’s computer to a server such as of WingArc through a network, etc. at the time and after the Customer starts using the Software in order to confirm that the Customer’s license in the Software was appropriately obtained.
- 1.12 “Support Policy” shall means the policy of WingArc that sets forth the contents and methods of Maintenance Service for the Software covered on the WingArc website (including, but not limited to, <https://cs.wingarc.com/ja/supportpolicy/000015279> and any website linked from such site. The content of this website may be changed at the discretion of WingArc.
- 1.13 “Use Period” shall mean the period during which WingArc grants the Customer a license to use the Software in accordance with this Agreement and shall be set forth in the Application Form.
- 1.14 “Application Form” shall mean the “Subscription License Agreement Application Form” as prescribed by WingArc.

2. Grant of License

- 2.1 Subject to the terms and conditions of this Agreement, WingArc grants to the Customer a non-exclusive, non-transferable right to use the Software in the Territory, on the Customer's specific system environment, limited to the Customer’s internal business purposes and the Use Period (in the event that the End User specified in the Application Form is different from the Customer, the right to sublicense to the End User shall be included). Provided, however, in the event that WingArc establishes additional or different terms and conditions, such as the type of license, purpose of use, scope of use, or usage environment of the Software, or other terms and conditions that differ from this Agreement (collectively, the “Installed Environmental Conditions”) and notifies the Customer in writing, on the web site, or by other means at the same time as (or prior to) this Agreement, the Installed Environmental Conditions shall prevail over this Agreement and the Customer shall comply with the Installed Environmental Conditions.
- 2.2WingArc shall permit the Customer to reproduce only one copy of the Software for the cold standby (Cold standby means switching to a separate secondary machine (backup system) by hand without conducting a preliminary setup of third party software and hardware when a failure arises to the main operating machine (main system) to which the Software is introduced.) for the purpose of backup or the purpose of recovery, and shall not be reproduced unless otherwise set forth in this Agreement.
- 2.3 In the event that the Customer grants the End User a sublicense of the Software in accordance with 2.1, the Customer shall be obliged to impose conditions on the End User equivalent to those in this Agreement and shall be responsible to WingArc for the End User’s compliance with such conditions. In this case, any breach of such conditions by the End User shall be deemed to be a breach of this Agreement by the Customer. If no End User is indicated in the End User column of the Application Form or if the applicant and the End User are the same, the Customer shall be the End User and shall not be granted the sublicensing rights specified in 2.1.

3. Prohibited Actions

- 3.1 The Customer shall not use the Software in methods other than as stated in the Related Materials of the Software (including, but not limited to, means to avoid technical restrictions included in the Software).

3.2 The Customer shall maintain the same indication as the copyright (includes instances of reproductions made under the following clause) and other indications of the Software, and shall not change them without obtaining WingArc's prior written approval.

3.3 The Customer may not reproduce (unless otherwise permitted by WingArc under this Agreement), alter, modify, transplant or translate all or part of the Software and may not transfer, sell, lease, rent, sublicense or dispose of in any other way to a third party nor use it in a service such as commercial time sharing, hosting services for businesses, ASP (Application Service Provider) and SaaS (Software as a Service), for any reason whatsoever without WingArc's prior consent. The Customer may not, for the purposes of transmission, deployment, sharing or storing, distribute all or part of the Software in public spaces provided by cloud services through which the Software can be browsed or acquired by the general public, even if such acts are not intended for certain third parties.

3.4 The Customer may not engage in the adaptation and reverse engineering of the Software by reverse compilation, reverse assembly and other methods and may not engage in decoding the source code of the Software.

3.5 The Customer may not dispose in any way, such as by donating, transferring or providing as security, to a third party the rights and obligations under this Agreement and the rights relating to the Software.

#### 4. Copyright

4.1 WingArc or its licensor owns the rights to the Software, and the Software is a product distributed by WingArc and is protected by the copyright laws and other laws relating to intellectual property rights of Japan and other countries and the provisions of international treaties.

4.2 The Customer has only been granted the right to use the Software and has not been granted, whether expressly or implicitly, any rights related to the Software besides as provided in this Agreement. Any authority or rights, including intellectual property rights related to the Software, shall be maintained by WingArc or the original right holder thereof at any time.

#### 5. Limited Warranty

**5.1 When WingArc provides the Software to the Customer in a recording medium (this means, but is not limited to, optical disks), in the event a material physical defect is discovered in such medium due to a reason attributable to WingArc, WingArc shall make an exchange free of charge on the condition that the Customer makes a claim of such defect in writing within 30 days from the delivery date of the Software to the Customer and sends such medium at the same time, and this will be WingArc's sole responsibility with respect to the recording medium. Furthermore, the warranty period that applied to the medium before the exchange shall be applied to the exchanged medium.**

**5.2 WingArc does not give any express or implied warranty to the Customer with respect to the Software as to there being no error, the lack of infringement of a third party's rights, and the merchantability or fitness for a particular purpose, and shall not bear any responsibility for the results of the Customer using the Software.**

**5.3 In any event whatsoever, WingArc shall not bear any responsibility for the Customer's lost profits, damages arising from special circumstances (whether or not the damages are foreseeable by WingArc), loss or damage of data, indirect damages and consequential damages, along with damages based on damage claims from third parties. In addition, in the event that WingArc is liable to the Customer for damages in connection with this Agreement, regardless of the theory of liability, the scope of such liability shall be limited to ordinary and actual damages directly attributable to the Customer for reasons attributable to WingArc, and the amount of such damages shall be limited to an amount equivalent to the license fee for the Use Period of the Software received by WingArc (but not to a maximum of 12 months). WingArc shall bear no liability for the Customer's data or operating environment in any instance whatsoever.**

#### 6. Maintenance Service

6.1 WingArc will provide the Customer with Maintenance service for the Software during the Use Period in accordance with the latest Support Policy in effect at the time the Customer's inquiry regarding the Software is received in the manner prescribed by WingArc. The fee for the Maintenance Service will be included in the license fee for the Use Period of the Software.

6.2 WingArc may subcontract all or part of the Maintenance Service to the third parties. In this case, WingArc shall subcontract the service at its own risk and expense and shall make the subcontractor comply with obligations equivalent to the confidentiality obligations of this Agreement.

6.3 WingArc's warranty for Maintenance Service shall be limited to the provision of Maintenance Service. In the event of a defect in the Maintenance Service provided by WingArc, WingArc shall repeat the necessary Maintenance Service to a reasonable extent. The Customer shall acknowledge in advance that even with the provision of the Maintenance Service by WingArc, there may be cases in which the error in the Software cannot be completely corrected or the malfunction cannot be avoided.

6.4 The provisions of the preceding paragraph set forth all of WingArc's responsibilities for the provision of Maintenance Service for the Software.

WingArc does not warrant that all defects in the Software will be corrected, that the Software will operate properly, that WingArc will respond to faults caused by third parties, or even that the Customer's data and operating environment will be restored. The Customer shall be responsible for the Customer's data and operating environment, and in no event shall WingArc be held liable for any damages.

6.5 In the event that WingArc ceases to sell all or any part of the Software, the terms and conditions for the provision of Maintenance Service for such discontinued Software are set forth in WingArc's "Life Cycle Policy" ([http://www.wingarc.com/lifecycle\\_policy/index.html](http://www.wingarc.com/lifecycle_policy/index.html)).

6.6 This Agreement may not be contracted for a period of time that includes the day after the day after the end of the Maintenance Service provision (including, but not limited to, the maintenance termination date, support termination date, or scheduled support date) as set forth in the Support Policy at WingArc's discretion.

#### 7. Updated Version

In the event that WingArc provides the Updated Version to the Customer in accordance in Article 6, the terms and conditions of use of the Updated Version shall be governed by the terms and conditions of this Agreement, unless otherwise stipulated by WingArc. In addition, unless otherwise agreed by WingArc, the Customer's right to use the previous version of the Software shall be waived when the Customer begins to use the Updated Version of the Software.

## 8. Term

8.1 This Agreement shall become effective when the Customer applies to WingArc in the Application Form and WingArc accepts the application.

8.2 The term of this Agreement shall continue in effect from the date this Agreement becomes effective until the end of the Use Period. Provided, however, unless otherwise specified in this Application Form, the term of Use Period shall automatically be extended for one (1) additional year unless, not less than thirty (30) days preceding such anniversary date, either party shall have given written notice to the other party that such party will not extend the term of Use Period.

8.3 Except where it is separately designated by WingArc (including, but not limited to, licenses with limits on the usage period) or where this Agreement terminates due to a breach of contract or other reasons, the term of this Agreement shall be from the day this Agreement becomes effective according to the preceding clause and continue to be effective until the Customer terminates the use of the Software.

8.3 If the Customer breaches any one of the provisions of this Agreement, WingArc may terminate the Customer's right under this Agreement at any time without prior notice. In this instance, the payment WingArc received from the Customer for the Software will not be refunded. In this case, if WingArc has not received the license fee, the Customer shall promptly pay such license fee to WingArc.

8.4 Each provision of "5. Limited Warranty" and "9. Confidentiality" through "21. Miscellaneous" will continue to remain effective after the termination of this Agreement; provided, however, that provisions of "9. Confidentiality" shall remain effective for three years after such termination.

## 9. Confidentiality

9.1 The Customer shall keep in confidence technical information relating to the Software provided by WingArc (including, but not limited to, the Software, activation keys, serial numbers, and printed and electronic documentation) and Specific Information (defined in Article 12.1) (collectively, "Confidential Information"), shall not disclose the Confidential Information to third parties without WingArc's prior written approval, and shall not use the Confidential Information for purposes other than the purpose of using the Software. Furthermore, without WingArc's prior approval, the Customer shall not file any application for patents or other intellectual property rights in any countries and regions in order to acquire any intellectual property rights in relation to technologies that constitute all or part of the Confidential Information. The Customer shall immediately return to WingArc, or destroy with its own responsibility, the Confidential Information upon the termination of this Agreement.

9.2 Notwithstanding the preceding clause, information falling under the following items are excluded from the Confidential Information: (1) information that the Customer independently develops without the Confidential Information; (2) information that becomes public knowledge without the Customer breaching the provisions of this Agreement; or (3) information the Customer was already in possession of at the time it was provided by WingArc.

## 10. Personal Information

The Customer or WingArc shall handle Personal Information ("Personal Information" shall have the meaning provided in the Act on the Protection of Personal Information (Act No. 57 of 2003; the "APPI"); the same shall apply hereafter.) obtained in relation to this Agreement under the appropriate safety management measures based on the APPI, and shall not disclose nor divulge any of such information to third parties for purposes other than to perform this Agreement. Furthermore, Personal Information may not be reproduced or altered without the prior written consent of the other party.

## 11. Activation

Unless otherwise permitted by WingArc, the Customer agree to provide WingArc with the "activation key" provided to the Customer by WingArc, as well as hardware information and OS environment information (not including personally identifiable information) when the Customer connect to the server. In the event that the Customer moves to an environment that is different from the computer that was once authenticated by the Activation (this includes instances of technologically different environments even if it is the same computer, such as logical partitioning and virtual environments) and uses the Software, it will be necessary to perform the Activation again upon canceling the authentication of the Activation. Furthermore, the Customer shall assume responsibility for the use and management of the Activation Key, and the Customer may not disclose it to any third party under any circumstances.

## 12. Gathering of Information

12.1 At times, WingArc designs the Software in a form wherein the following information ("Specific Information") may be acquired from the Software for the purpose of activation, functional upgrade, quality improvement and/or ascertainment of usage status thereof. The Customer shall agree that the Software sends such Specific Information to WingArc. The Specific Information does not include any Personal Information:

- (1) Information on the activation key provided by WingArc;
- (2) Information on the hardware and OS environment, etc. onto which the Customer installs the Software;
- (3) Information on the edition and version of the Software used by the Customer;
- (4) Information on the communications required for the gathering of information (including the Customer's internet protocol address); and
- (5) Information on the trends of use of the Software's functions.

12.2 WingArc may not disclose the Specific Information acquired in accordance with this Article to third parties without the express permission of the Customer; provided, however, that if WingArc is required to disclose the Specific Information due to an order, request or demand issued under laws and regulations or by a court or government agency, WingArc may disclose the same only within the scope necessary.

## 13. Audit

13.1 WingArc may perform an audit of the Customer's use of the Software by giving a 30-day written notice. The Customer will cooperate with the audit by WingArc, and provide information and assist to a reasonable extent; provided, however, that WingArc shall perform such audit without interrupting the Customer's business activities and during the Customer's normal business hours. The Customer agrees that WingArc shall not be liable for any costs and expenses incurred to the Customer arising from the cooperation of the audit.

13.2 As a result of the audit in the preceding clause, if the Software was being used beyond the scope licensed to the Customer, the Customer agrees to pay a

consideration for the excess part within 30 days after the notice from WingArc. If the consideration for such excess part is not paid by the Customer, WingArc may terminate this Agreement. In such instance, the license to the Customer for the Software is terminated.

#### 14. Complete Agreement

The Customer agrees that, this Agreement is the entire agreement between the parties regarding the Software, and that this Agreement replaces any and all agreements and communications (including notices, presentations and representations) regarding the Software made in the past or around the same time, regardless of whether they were made in writing or orally, and that it will be applied in priority to provisions conflicting with the provisions of this Agreement due to estimates, offers and consents between the parties. This Agreement may not be amended or altered in any method other than there is an agreement in writing signed or sealed by persons of both parties with due authorization to sign or seal the agreement.

#### 15. Export

The Customer shall not, either directly or indirectly, export, re-export, resell, ship or divert the Software from the Territory for any reason whatsoever without WingArc's written approval and, if necessary, permissions of the governments and other agencies ("Government Agency"). Furthermore, the Customer agrees that even if the approval by WingArc is obtained and the permission from the Governmental Agency is obtained, the Customer shall comply with the export and import laws of the applicable country ("Export and Import Laws") in the use of the Software (including technical data), and if permission of the Government Agency is to be obtained, it shall be acquired at the expense and responsibility of the Customer. The Customer also agrees that it shall cause the Software and products that are directly related thereto to be neither exported, either directly or indirectly, in violation of the Export and Import Laws, nor be used for purposes that violate the Export and Import Laws (including, but not limited, to proliferation of nuclear weapons, chemical weapons and biological weapons and development of missile technologies).

#### 16. Severability

The respective provisions of this Agreement are severable and, if a provision of this Agreement is found to be invalid, or declared to be in violation of a law or regulation that is validly existing at the time or by an act of a government or government agency (including a court) that has jurisdiction at the time (the provision of this Agreement that is found to be invalid, or declared to be in violation of a law or regulation, will be hereinafter referred as the "Invalid Provision"), this Agreement will be construed as if the Invalid Provision had not existed and the Invalid Provision will not affect the validity of the other provisions of this Agreement. Furthermore, if the Invalid Provision is found invalid or declared to be in violation of a law or regulation, the parties shall promptly consult with each other for purposes of amending this Agreement to set forth lawful and valid provisions that replace the Invalid Provision ("Replacement Provision") and resolving any and all issues arising out of the Invalid Provision. The general rule of the consultation for the Replacement Provision shall be to make revisions that are necessary and minimal to remove the invalidity of, or the violation of a law or regulation by, the Invalid Provision.

#### 17. Force Majeure

Neither party will be liable for any non-performance, or delay in performance, of an obligation due to the following events ("Force Majeure Event") and shall make reasonable efforts to mitigate the effects due to the Force Majeure Event: (1) war, insurgency, interference; (2) natural disaster; (3) electrical, internet or electric communication outage not attributable to the obligor; (4) government regulation (including the denial and cancelation of an export/import license or other license); and (5) other circumstance beyond the reasonable control of the obligor. Furthermore, this clause does not exempt the obligations of each party to take appropriate measures according to normal disaster recovery procedures or the payment obligations of the Customer for the delivered Software.

#### 18. Governing Law

The governing law of this Agreement shall be the laws of Japan. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply to this Agreement.

#### 19. Dispute Resolution

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The seat of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be Japanese. T

#### 20. Termination for Cause

20.1 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 any notice;

- (1) In the event that the customer or WingArc is subjected to seizure, provisional seizure, provisional disposition, public sale, tax delinquency disposition, or other public authority action, or if a petition is filed for initiation of corporate reorganization proceedings, bankruptcy or auction, or if the customer files for civil rehabilitation, initiation of corporate reorganization proceedings or bankruptcy.
- (2) In the event that the supervisory authorities have suspended the business of the customer or WingArc or revoked the business license or business registration of the customer or WingArc.
- (3) When you or WingArc has resolved to abolish or change its business or to dissolve it
- (4) In the event that the customer or WingArc has received a disposition of dishonor or other suspension of payment for a draft or check drawn or accepted by the customer or WingArc.
- (5) In the event that the financial condition of the customer or WingArc has deteriorated or is likely to deteriorate.

20.2 In the event that the Customer or WingArc breach one of the terms of this Agreement and fails to perform the Agreement despite a reasonable period of notice to correct the breach, the other party may terminate this Agreement in whole or in part.

20.3 The termination under the preceding two paragraphs shall not preclude a claim for damages. In addition, if the Customer or WingArc falls under any one of

the items in paragraph 1 or the preceding paragraph, the Customer or WingArc shall lose the benefit of time for all debts owed to the other party.

## 21. Miscellaneous

21.1 The Software may be changed for improvements without advance notice.

21.2 License fees paid by the Customer to WingArc (including fees paid through third parties such as WingArc distributors) shall not be refunded to the Customer. In addition, if the Customer has any outstanding license fees at the end of this Agreement or at the end of the Term of Use, the Customer shall pay the outstanding fees to WingArc immediately after termination.

21.3 All or part of this Agreement (including, but not limited to, the website address (URL) set forth in this Agreement) may be amended at WingArc's discretion; provided, however, that in this instance, WingArc shall give notice to the Customer of the contents of this amended Agreement on WingArc's website or by other means, and if the Customer uses the Software without objection after such notice, the Customer will be deemed to have consented to such amended Agreement.

21.4 If the Customer uses programs (including, but not limited to, Open Source Software), created by the Customer (including, but not limited to, the Contractor, as defined in Article 21.8. Hereinafter the same shall apply in this Article) or third parties (collectively, "Created Program"), together with the Software, the Customer shall use Created Program in compliance with all applicable terms (including, but not limited to, terms regarding the Open Source Software's usage and distribution, etc.) at the Customer's own risk, and the Customer assures to WingArc that such use of Created Program does not give rise to any obligations to WingArc regarding the Software and that it does not grant to third parties the rights or special rights as to WingArc's intellectual property rights or proprietary rights regarding the Software. In case any dispute arises between the Customer and a third party regarding the use of Created Program, the Customer shall resolve such dispute at its own cost and responsibility, and shall indemnify WingArc against any damages caused by such dispute.

21.5 Even if the Software is provided to the Customer as the subject object of the agreement between the Customer and a third party (such as sales agreements and lease agreements), the provisions of this Agreement will apply to any claims or disputes between the Customer and WingArc in relation to the Software or the use thereof, and WingArc shall not bear any responsibility other than as prescribed in this Agreement, and the Customer agrees that the agreement between the Customer and such third party does not affect WingArc.

21.6 There may be instances where programs and other intellectual property of third parties other than WingArc or WingArc's affiliated companies, such as Open Source Software, are included in the Software. In that instance, if such third party is providing such third party program with software usage terms, licensing terms, etc., the Customer shall comply with those terms. In addition, except for the compliance regarding the licensing of Open Source Software in the event that any Open Source Software is included, such third party and WingArc shall not make any warranty nor bear any responsibility as to such third party programs, etc.

21.7 If the Customer uses with the Software other software to which a third party holds rights, the Customer shall comply with the usage terms applicable to such software, and even if the use of the Software is restricted by compliance thereto, WingArc does not make any warranty and shall not assume responsibility. If the Customer uses any other software to which a third party has rights in conjunction with the Software, the Customer shall comply with the terms and conditions of use applicable to such software, and WingArc makes no warranties and assumes no responsibility for any restrictions on the use of the Software, even if such compliance restricts the Customer's use of the Software.

21.8 The Customer may allow an agent or a third party to which the Customer outsources all or a part of the internal business of the Customer (collectively, "Contractor") to use the Software within the scope of the rights and obligations granted to or assumed by the Customer. In that instance, the Customer shall impose provisions similar to the provisions of this Agreement on the Contractor, and shall assume all responsibility to WingArc for such third party's use of the Software and compliance with provisions similar to this Agreement.

21.9 If an Updated Version for the Software is provided by WingArc with usage terms that differ from this Agreement, such terms shall be applied in priority to this Agreement, and if there are no such usage terms, the Customer shall agree to the use in accordance with this Agreement.

End

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