

# Software License Agreement

This agreement governs customer (corporate or individual) use and access to software, web services, all applications (including mobile applications) and related documents copyrighted by CEGB Co., Ltd. (since then, the "Licensor"). If you do not agree to the terms of this Agreement, do not download, install, copy, access, or otherwise use the Software.

In this agreement, the customer is referred to as the "Licensee" from now on.

## Article 1 (Definition)

1. Unless otherwise specified, the software licensed under this agreement (hereinafter collectively referred to as this software) is "ArchXtract", which is copyrighted by CEGB, and the Web contents, documents and related items that include as part of this service.
2. "User" means an individual who uses the Software under this Agreement.
3. "License" means the right to use the Software granted to you by CEGB under this Agreement.
4. "Trial License" means the right to use the Software, which CEGB grants to Licensee free of charge for one month from the date of registration, only for the purpose of evaluating the Software.
5. "License, etc." means this license and trial license.
6. "License information" is provided by CEGB to Licensee at the time of contract conclusion, and refers to information related to the license including unique ID.
7. "Data" means the file after the user has decompressed it with this software.

## Article 2 (Purpose)

Licensor grants Licensee a non-transferable and non-exclusive right to use the Software.

## Article 3 (Governing Law)

This Agreement is governed by and construed in accordance with Japanese law.

## Article 4 (Execution of Agreement; Counterparts; Electronic Signatures)

1. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
2. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution

and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

#### **Article 5 (Acceptance)**

1. Licensor will deliver the Software to Licensee on the date specified by Licensee, who will complete the acceptance inspection within three weeks of receipt.
2. Unless Licensee notify Licensor of a defect in this software during the period indicated in the previous item and Licensor approve it, the software will be deemed to have passed the acceptance inspection by Licensee upon expiration of the period.

#### **Article 6 (Warranty)**

1. Licensor warrants that the Software will function as specified in the documentation.
2. Licensor guarantees that there is no infringement of intellectual property rights owned by third parties regarding this software.

#### **Article 7 ( No Modifications, Reverse Engineering)**

Licensee may not (A) modify, port, adapt, or translate any portion of the Services or Software; or (B) reverse engineer, decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software.

#### **Article 8 (Support)**

1. The Licensee shall provide support for this software to the user.
2. Licensor shall support the update of this software at the time of major OS version upgrade and Microsoft Intune SDK version upgrade free of charge within the contract period.
3. Licensor shall take care of defects in this software free of charge only within the contract period.
4. Regarding minor version upgrade support and other support of the application due to the Licensee's unique reason, it shall be done for a fee after consultation between Licensor and Licensee.

#### **Article 9 (Confidentiality)**

1. Licensor and Licensee have been designated by the other party as confidential, the information disclosed by the other party, the technical and business secrets of the other party that they have learned, and the other party's confidentiality, except with the prior written consent of the other party. Information and the contents of this agreement (hereinafter collectively referred to as "confidential information") must not be leaked to a third party. However, this does not apply to the following items.

- (1) What you already had before you got to know from the other party
  - (2) Those that were publicly known before being known by the other party, or those that became publicly known after being known by the other party without their own responsibility
  - (3) What was learned from a third party with legitimate authority without obligation of confidentiality
  - (4) What is required by a statutory or authorized government agency
  - (5) Proof that it was originally developed without using confidential information
2. Licensor and Licensee shall manage confidential information with the duty of care of a reliable administrator.

#### **Article 10 (Contract Period)**

The period during which the Licensee can use ArchXtract shall be the contract period stated in the attached license certificate.

However, if the agreement is reached between Licensor and Licensee and the contract renewal procedure is carried out, the contract shall be extended every year.

#### **Article 11 (Number of Licenses)**

Licensor shall permit Licensee to use this software for devices belonging to Licensee and Group companies within the range of the number of licenses of this Agreement.

#### **Article 12 (Ownership)**

This software is valuable property owned by Licensor. Licensee are only receiving a license to the software under this agreement; Licensee are not any title to, or ownership of, this software or any of the proprietary rights related to the software. Licensee shall not violate these rights, and must take appropriate steps to protect the rights of Licensor.

#### **Article 13 (Personal Information)**

1. In providing this software, Licensor acquires user information including personal information (referred to as "personal information" defined by Article 2, Paragraph 1 of the "Act on the Protection of Personal Information" of Japan, and the same shall apply hereinafter) as specified below.
2. The following user information acquired and managed by Licensor shall be protected by SSL and encryption.
  - (1) Device name  
The device name set for each user's device shall be automatically acquired.
  - (2) Email address  
The e-mail address of the user used when logging in to Office 365 shall be obtained.
3. Licensor will ensure safety and accuracy in the management of personal information by taking appropriate preventive measures against risks such as unauthorized access to personal information, loss, damage, falsification and

leakage of personal information. In the unlikely event that a problem occurs, Licensor will endeavor to minimize the damage and take immediate action.

4. Licensee agrees not to collect, process or store sensitive personal information using the Services or the Software.

#### **Article 14 (Transfer of personal information)**

Licensor process and store information in Japan and other countries.

By using the Software and Services, Licensee is deemed to have agreed to transfer user's personal information across national borders to other countries.

#### **Article 15 (Privacy)**

Licensor collects, stores, displays and analyzes information about licensees and users' usage of the Software and Services for the following purposes:

1. To respond to feedback or support requests
2. To detect, prevent, or resolve security or technical issues
3. To exercise the analysis function provided in this service

Licensors will handle the information collected for the above purposes appropriately in accordance with the privacy policy described on the Web.

#### **Article 16 (Disclaimer)**

Licensor shall not be liable (including the duty of care) for all damages (including, but not limited to, damage to hardware and other software, defects, etc.) that occur directly or indirectly to the user in connection with the installation or use of this software, and for any request from a third party.

#### **Article 17 (License Information)**

1. Licensor shall issue license information to the Licensee.
2. The Licensee shall properly manage and store the license information at its own risk, and shall not disclose or use it to a third party, or lend, transfer, buy or sell, provide collateral, etc. ..

#### **Article 18 (Cancellation)**

1. Licensor and Licensee may immediately cancel this Agreement if the other party makes an application or petition for non-delivery of a bill or check, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, or commencement of corporate reorganization proceedings.
2. The price paid by the Licensee to the Licensor under this contract can be refunded at half price within one month after the contract. After one month, no refund will be given for any reason.

#### **Article 19 (Agreement Jurisdiction)**

Licensor and Licensee agree that the Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance for disputes under this Agreement.

#### **Article 20 (Consultation)**

Matters not stipulated in this agreement or matters that raise doubts about the interpretation of the provisions of this agreement shall be resolved satisfactorily after consultation between Licensor and Licensee.

#### **Article 21 (Severability)**

If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect.

#### **Article 22 (Notice)**

Licensor and Licensee shall promptly notify the other party when any of the following items applies.

1. When a resolution is made for merger, business transfer or dissolution
2. When there is a risk that the performance of the obligations stipulated in this contract will be hindered due to the occurrence of a labor dispute or other reasons.
3. When the business is canceled or suspended by the government.
4. When there is gross negligence or misrepresentation regarding the performance of the obligations stipulated in this contract.
5. When there is a suspension of payment, a petition for provisional seizure, provisional disposition, compulsory execution, execution of security interest is received, or when there is a petition for bankruptcy proceedings or other legal arrangement procedures.
6. When a bill or check is rejected.
7. When the tax and public dues are delinquent.
8. When a serious reason that makes it difficult to continue this contract, which is similar to the previous items, occurs.

#### **Article 23 (Change of this Contract)**

1. Licensor may change this Agreement at any time for any reason, and Licensee agrees to this.
2. Unless otherwise specified by us, any changes to this Agreement shall be notified to the Licensee by updated on the website.
3. Changes to this Agreement shall take effect from the time of notification indicated in the preceding item.

If Licensee continue to use the Software after modifying this Agreement, Licensee are deemed to have agreed to the modification of this Agreement.