

## Software License Terms and Conditions

These terms and conditions (hereinafter, the "Terms and Conditions") set forth the terms and conditions on which Exceed One co.,Ltd (hereinafter, the "Company") provides Customers (defined below) with software (hereinafter, the "Product"). Upon commencing use of the Product, the Customer is deemed to have agreed to all provisions of the Terms and Conditions and executed the Product Usage Agreement (hereinafter, the "Agreement") with the Company. If the Customer does not agree to the Terms and Conditions, the Customer must not use the Product.

### Article 1. Definition and Purpose

1. In the Terms and Conditions, the following terms shall have the meanings ascribed thereto as follows.
2. In the Terms and Conditions, "Customer" means any person, whether a company or an individual, who uses the Product.
3. "Product" means the software itself and related documents and programs provided by the Company to the Customer, including any revised programs related thereto.
4. "Device" means the Customer's computer(s) and the hard-disks or other memory devices installed on the computer(s) running the Product, including virtual devices.
5. "Use" of the Product means installing of all or any part of the Product into a Device. When a Product is installed by the Customer, the Product is deemed to be "in use" even if the Product is not running.
6. The purpose of the Agreement is for the Company to grant the Customer a non-exclusive license to use the Product on condition that the Customer complies with each provision of the Terms and Conditions.

### Article 2. Copyright and Other Rights

Copyright, other intellectual property rights and any other rights related to the Product shall belong to the Company. Execution of the Agreement does not transfer from the Company to the Customer any copyright, other intellectual property rights or any other rights related to the Product.

### Article 3. Licensing of Product

1. The Company grants the Customer a non-exclusive license to use the Product subject to the limited licensed territory, licensed location, licensed services and limited users designated by the Company, and only if the Customer completes the procedures designated by the Company, including those set forth in the Terms and Conditions (if the Product is non-free, including the payment of license fees to the Company as provided separately), in which case, the Customer may use the Product in its Devices up to the number of licenses indicated on the "License Certificate" delivered separately by the Company to the Customer. The Customer may install the Product in only one Device, if the Company grants the Customer one license.
2. The Customer may make copies of the Product for back-up or saving purpose; provided, however, that the Customer may not transfer, establish security rights over, or assign its rights in such copies to any third party.

3. The license under the Agreement is granted solely to the Customer itself, and the Customer may not transfer, establish security right over or otherwise assign its contractual position or any rights or obligations under the Agreement to any third party.

#### Article 4. Prohibited Acts

1. The Customer may not alter, adapt, reverse-engineer, de-compile or disassemble all or a part of the Product in any method whatsoever.
2. The Customer may not use or copy the Product whether as a whole or in part, unless clearly permitted in the Terms and Conditions or permitted separately by the Company.
3. The Customer shall not have the right to license its rights in relation to the Product to any third party, and may not sell, rent, lease or otherwise dispose the Product to a third party.
4. The Customer may not leave the Product in a condition transmittable to a third party without the permission of the Company.

#### Article 5. Scope of Warranty

1. The Product shall be provided as is without any warranty, and the Company gives no warranty that the Product is suitable for any specific purpose, that the Product is free of defects, whether apparent or hidden, or that use of the Product will not infringe any third party rights, nor does the Company make any other warranty. The Company shall not be required to provide technical support or other services to the Customer in relation to the Product.
2. If the Company revises an error (bug) in the Product, the Company shall provide a revised software, a software for revision (hereinafter, the "Revision Software") or information related to such revision to the Customer; provided, however, that the necessity, timing, method and fees (to be charged or not) of the Revision Software or provision of information related to such revision shall all be determined at the Company's discretion. The Revision Software provided to the Customer shall be deemed as the Product.

#### Article 6. Limitation of Liability

1. The Company shall not be liable for any damage arising with respect to the Product (including consequential, incidental or punitive damages), whether such damage results from use of the Product or otherwise. Any direct or indirect problem arising with respect to the Product shall be resolved at the responsibility and expense of the Customer.
2. The Customer shall not hold the Company accountable for any damage or liability regarding any claims made by a third party against the Customer in relation with the Product; provided, however, that the Customer must promptly report to the Company if any such claims are made. Even if a dispute arises between the Customer and a third party with respect to copyright or other intellectual property rights or under the Product Liability Act regarding the Product, the Company shall not be liable therefor.
3. The Company shall not be liable for any problems with the Customer's hardware equipment or data due to use of the Product.
4. In addition to the above, the Company shall not be liable for any damage whatsoever incurred by the Customer, clients of the Customer or other third parties with respect to use of the Product.

#### Article 7. Contract Period, Cancellation

1. The Agreement shall be formed on the day on which the Customer commences use of the Product, and shall remain effective unless terminated pursuant to Article 7.2 or 7.3. If the Agreement is terminated, the Customer shall immediately destroy or delete the Product and all copies thereof; provided, however, that if the Company request the return thereof or instructs the Customer otherwise, then the Customer shall follow such separate instructions.
2. The Customer may terminate the Agreement by destroying or deleting the Product and the copies thereof; provided, however, that the obligations owed by the Customer to the Company shall survive the termination of the Agreement.
3. If the Customer breaches any provisions of the Terms and Conditions, the Company may forthwith cancel the Agreement without notice or demanding to the Customer, in which case, the Company may claim damages incurred by such breach from the Customer.
4. The cost of destroying and deleting the Product and copies thereof upon termination of the Agreement shall be borne by the Customer.

#### Article 8. Return of Product

The Company shall not accept returns with respect to the Product unless it is for some reason attributable to the Company.

#### Article 9. Amendment of Agreement

The Company may amend the Terms and Conditions. The provisions of the amended Terms and Conditions shall become effective when the Company notifies the Customer or announces on its website the amendment and the relevant amended section, and thereafter either Customer agrees to such amendment or starts to use the Product.

#### Article 10. Change of Product

The Company may change or revise the specifications, content, distribution method or other matters of the Product and determine the price of the Product based on its own decision without prior notice to the Customer, and the Customer shall give consent thereto.

#### Article 11. Individual Terms

If the Company or the Product provider presents individual terms of use by a Customer with regard to the Product (hereinafter, "Individual Terms") in addition to the Terms and Conditions by way of transmission of a text file or other method and the Customer gives consent to such Individual Terms, then such Individual Terms shall supersede the Terms and Conditions with respect to matters not covered herein or that conflict herewith, and the Customer shall be required to comply with such Individual Terms.

#### Article 12. Export Controls

The Customer agrees not to ship, transfer or export the Product or any information or technology contained therein to any country that Japan or other related countries prohibit or restrict the shipment, transfer or export thereof.

Article 13. Confidentiality Obligation

The Customer must not disclose to any third party, or use for any purpose other than the purpose of the Agreement, any business, technical or other confidential information of the Company known to it through the Agreement until such information becomes available to the public by means other than the parties to the Agreement.

Article 14. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance to resolve any disputes arising from the Terms and Conditions.