

**[IMPORTANT] PLEASE MAKE SURE THAT YOU READ THIS LICENSE AGREEMENT BEFORE USING THIS SOFTWARE.**

The below-mentioned license agreement (hereinafter referred to as the "Agreement") is made between the customer and Saison Technology Co.,Ltd. (Minato-ku, Tokyo, Japan; hereinafter referred to as the "Company"). The Product purchased by the customer (which includes the software program, its storage medium, related documents such as manuals, packages, serial number, Product key, SP code and other necessary codes, and all other related items; hereinafter referred to as the "Product") shall not be used without agreeing to the following terms and conditions. Please read this Agreement carefully before installing the Product.

If you do not agree to the following terms and conditions, please return the unused Product with its purchase receipt to the Distributor if you purchased the Product from it or to the Company if you purchased the Product from the Company, within seven (7) days from the date of purchase. In that case, the amount paid for the Product will be refunded to you. If the Product is the one offered free of charge such as a trial version or appraisal version, there is no refund. You are deemed to have agreed to this Agreement if and when you unseal the Product or you show your acceptance in an electronic manner such as clicking the "Accept" button displayed on the webpage when you have been issued a Product key for the Product.

In addition, when you entered into an Agreement for upgrade of the HULFT series product's license which you have already owned, the Agreement will supersede the prior agreements.

This Agreement supersedes subsequent license agreement for the Product which is required for install process.

## **LICENSE AGREEMENT**

### **Article 1. GRANT OF LICENSE**

1. Under the terms and conditions of this Agreement, the Company will grant to the customer a non-exclusive, non-sublicensable and non-transferable license to use the Product.
2. The customer may install and use the Product only on a machine for which an operating system designated by the Company as appropriate is working (hereinafter referred to as the "installation environments"). The customer shall not install and use the Product beyond the number of the license rightfully obtained by the customer.
3. The customer may use the Product solely for in-house business purposes or personal use purposes.
4. The customer may on its sole responsibility allow a third party, to whom the customer entrusts its in-house business, to use the Product to the extent necessary to perform the above business. The customer shall be responsible for all breaches committed by the above third party of the obligations set forth in this Agreement.
5. The customer may make only one (1) copy of the software program of the Product solely for backup purposes for reinstallation. This backup copy is subject to all the terms and conditions applicable to the Product.
6. If the customer causes a third party other than the customer to register the installation as set forth in Paragraph 1 of Article 3 (to unseal the Product, or to show the acceptance of the terms of use in an electronic manner such as by clicking the "Accept" button displayed on the webpage when the customer has been issued a Product key), the customer itself will be deemed to have agreed to this Agreement by having such third party as the customer's agent. The third party entrusted by the customer to register the installation must, prior to registering the installation, inform the customer of the provision of this Paragraph and other terms of this Agreement. If the third party entrusted by the customer fails to inform the customer as required in the foregoing sentence, the Company shall not be responsible for any loss or damages suffered by the customer due to such failure.

### **Article 2. OTHER RIGHTS AND LIMITATIONS**

1. Except as provided for in the paragraph 5 of the above Article, the customer shall not make any copy of the Product.
2. The customer shall not assign, transfer, sublicense, lend, pledge, mortgage, dispose of or use for commercial hosting services (irrespective of whether onerous or gratuitous) the Product or the rights and obligations specified in this Agreement in whatever manner.
3. The customer shall not by itself or through a third party make any attempt to alter, modify, combine or adapt the Product or analyze or derive the source code of the Product by reverse engineering, decompiling, disassembling or any other means.
4. The customer shall not use the Product in a manner not specified in the related documents such as manuals.
5. The customer shall not delete or modify the copyright marks or any other indications attached to the Product.
6. The copyright and all other intellectual property rights in and to the Product belong to the Company and/or the rightful owner specified on the Product.
7. The Company shall retain all other rights not explicitly specified in this Agreement.

### **Article 3. PROCEDURES TO COMMENCE USE OF THE PRODUCT, CONFIRMATION AND OBSERVANCE OF LICENCE POLICY**

1. Before commencing use of the Product, the customer shall register information relating to the installation environments of the customer (such as the name of OS, name of installation host, installation place, etc.) in a manner designated by the Company. The same procedure shall apply when the customer intend to change the registered information.
2. If the customer fails to register the above installation or change or if the above registration is incomplete, the Company shall not be responsible for any loss or damages suffered by the customer due to such failure or incompleteness.
3. The customer shall confirm and observe the License Policy, mentioned in the URL below, at the use of the Product.  
URL: <https://www.saison-technology.com/en-apac/policy/>

### **Article 4. TECHNICAL SUPPORT**

Technical support services will be provided to the customer in connection with the use of the Product under a technical support agreement made and entered into separately. For more information about the technical support agreement, please contact the Company or Distributor.

### **Article 5. CONFIDENTIALITY**

The customer shall keep in strict confidence all the matters that the Company or Distributor designates as confidential, all information on the Product, all information needed to use the Product (such as serial number, necessary code, etc.) and all information obtained through the use of the Product.

### **Article 6. WARRANTY AND LIABILITIES**

1. The Company warrants, on the condition that the customer is duly licensed to use the Product, for a period of ninety (90) days after purchase of the Product by the customer that those disks, CD-ROMs or other type of media on which the software program is contained will be free from material defects (which are limited to the defects which cause obstacles to the use of the Product, such as the loss, destruction or insufficiency of magnetism) and that the Product will operate in accordance with the Product specifications under normal use. The Company's warranty is limited only to repairing or, at its option, replacing the

Product on the condition that the customer gives written notice of the defects or returns the Product to the Distributor if the customer purchased the Product from the Distributor or to the Company if the customer purchased the Product from the Company within ninety (90) days after purchase of the Product. The Company shall not be responsible for any monetary damages or liabilities under whatever reasons.

2. The Company's warranties shall not apply to any defects of the Product, which has been subjected to accident, neglect, misuse, abuse, vandalism, negligence in transportation or handling, causes other than ordinary use, causes based on the use of the old versions or causes beyond the Company's control, including without limitation fire, earthquake, action of a third party and laws and regulations of the country or territory of the customer, or if the Product was not properly maintained by the customer or if the Product was used in breach of this Agreement.
3. Except as expressly provided for in this Article, the Company disclaims all other warranties, explicit or implied, including but not limited to any non-infringement of third party rights or laws and regulations of the country or territory of the customer and the warranties of quality, performance, merchantability and fitness for a particular purpose.
4. Under no circumstances shall the Company be liable for any direct, indirect, consequential, specific, accidental, punitive or any other damages or losses (including but not limited to loss of profits, stoppage of business, loss of business opportunities, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use the Product even if the Company has been advised of the possibility of such damages or losses.
5. The scope of warranties and liabilities given by the Distributor from which the customer purchased the Product shall be the same as that given by the Company under this Article.

#### **Article 7. THIRD-PARTY SOFTWARE**

Company may provide the customer with software owned by a third party (hereinafter referred to as the "Third-party software") with the Product. The customer shall confirm and accept that the Company shall deliver the Third-party software along with the documents. The Company's policy of support and warranty for Third-party software is that:

(1) Support service, no warranty: The third-party software and the documents shall be provided in an as-is form and with no warranty. The Company and the distributor will never provide support services in relation to a Third-party software's operation, flaw, or any other matters. The Company and the distributor will never warrant, explicitly or impliedly, the marketability and the conformity over a particular purpose of Third-party software. The Company and the distributor shall not be responsible for any monetary damages or liabilities arising out of the use of Third-party software and the documents by the customer.

(2) Exemption from responsibility: The company and the distributor shall not be liable for any direct, indirect, consequential, specific, accidental, punitive or any other damages or losses (including, but not limited to, loss of profits, stoppage of business, loss of business opportunities, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use Third-party software even if they have been notified about the possibility of such damages or losses.

#### **Article 8. EXPORT RESTRICTIONS**

The customer shall abide by and comply with the export control laws and regulations and all other laws and regulations applicable to the Product (hereinafter referred to as the "Export Restrictions") and neither Company nor Distributor shall be responsible to the customer for the transfer, export or use of the Product outside Japan. If any damages are caused to the Company or Distributor due to a breach by the customer of the Export Restrictions, the customer shall indemnify the Company and Distributor for such damages.

#### **Article 9. EFFECTIVE DATE**

This Agreement shall become effective when the customer unseals the Product or the customer shows its acceptance in an electronic manner such as clicking the "Accept" button displayed on the webpage when the customer has been issued a Product key for the Product.

#### **Article 10. TERMINATION**

1. If the customer breaches any terms of this Agreement, fails to pay for the Product or turns out to belong to anti-social forces mentioned below, the Company may terminate this Agreement at any time without giving any prior notice. Upon termination of this Agreement, the customer shall not use the Product and shall, in accordance with instructions given by the Company, immediately return, destroy or delete the Product and all of its copies (including those built in the computer memory) and submit to the Company the documents proving such destruction or deletion at its own expense.

"Anti-social forces" shall mean a group or individual which seeks economic benefits by using violence, oppressive power or fraudulent methods, and which falls under following (1) or (2):

(1) a gang, gangster, gang-related entity, a person who has left a gang in the past 5 years, sokaiya, group or individual which resorts to violence of any kind.

(2) a group or individual which commits fraud, resorts to violence or threats, or is involved in illegal activities, asserts unjust claims upon the other party, defames the honor or credibility of the other party or obstructs the other party's business operations either by itself or through any other group or individual.

2. In the above case, the Company does not refund any amount paid by the customer for the Product.
3. This Agreement shall be in force and effect indefinitely until terminated in accordance with the provisions of the paragraph 1 above.
4. If the customer turns out to belong to anti-social forces mentioned in the above paragraph 1, the Company may immediately terminate without giving any notice any and all agreements entered into by and between the Company and the customer. The customer agrees that it is liable to all damages suffered by the Company due to such termination, even if there may be any provisions in the above agreements limiting the scopes and/or amounts of liabilities.

#### **Article 11. AMENDMENT OF AGREEMENT**

The Company may, at its discretion, amend the terms of this Agreement. On or after the date of amendment by the Company, the amended terms of Agreement will be applied to the matters set forth in this Agreement including the license granted to the customer, and the customer shall accept the foregoing. The Company shall inform the customer of any amendment to this Agreement by posting it on the following website. The Customer shall regularly check the updates on the following website, and shall use the Product in compliance with the latest terms of this Agreement.

URL: <https://www.saison-technology.com/en-apac/service/product/buy/license-agreement/>

#### **Article 12. INSPECTION RIGHTS**

1. The Company and the Distributor shall have the rights to inspect whether the customer properly uses and maintains (i) the Product in accordance with the provisions of this Agreement and (ii) the technical support services provided under a separate technical support agreement. When necessary, the Company and the Distributor shall have the rights to request the customer

to submit any documents or copies thereof which are necessary for such inspection or to take other necessary measures. The customer shall cooperate with the Company and the Distributor.

2. If, as a result of the above inspection, any breach is found as to the use of the Product or technical support services, the Company may, after taking into consideration the manner and period of the breach and other circumstances, request the customer to take any or all of the following measures: (i) correction of the breach, (ii) termination of this Agreement or (iii) recovery of damages.

#### **Article 13. GOVERNING LAW AND JURISDICTION**

1. The interpretation of this Agreement shall be governed by the laws of Japan.
2. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

### **SPECIAL PROVISIONS APPLICABLE TO THE USE OF TRIAL VERSIONS**

#### **Article 14. DEFINITION**

In this Agreement, the trial version shall mean the Product for which the Company grants to the customer a gratuitous, non-exclusive, non-sublicensable and non-transferable license to use it under the customer's installation environments for trial and appraisal purposes only during a limited period specified by the Company.

#### **Article 15. PRIORITY WHEN TRIAL VERSION IS USED**

The customer accepts that the provisions of this Article shall be preferentially applicable to a trial version.

1. Irrespective of the provisions of Article 1 of this Agreement, the license for a trial version shall be effective only for 60 days from the date when the customer obtained the Product (hereinafter referred to as the "Trial Period"). After the Trial Period, the customer shall not use the Product unless otherwise agreed between the Company and the customer.
2. After the Trial Period, the customer shall not use the trial version in any manner and shall, in accordance with instructions given by the Company, immediately return, destroy or delete the trial version (including those built in the computer memory) at its own expense.
3. Technical support services specified in Article 4 of this Agreement shall not be provided unless otherwise agreed between the Company and the customer.
4. Irrespective of the provisions of Article 6 of this Agreement, the Company will lend the Product free of charge on an as is basis without any warranty. The Company disclaims all warranties, explicit or implied, or legal or otherwise, including but not limited to any non-infringement of third party rights and the warranties of quality, performance, merchantability and fitness for a particular purpose. No representation or disclosure of information made by the Company or Distributor shall constitute any warranty of the Company. Under no circumstances shall the Company or Distributor be liable for any direct, indirect, consequential, specific, accidental, punitive or any other damages or losses (including but not limited to loss of profits, stoppage of business, loss of business opportunities, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use the Product even if the Company or Distributor has been advised of the possibility of such damages or losses.