

Software License Agreement – Cybozu, Inc.

Caution: These terms and conditions shall be applied to any agreement (the "Agreement") with respect to use of above software product (the "Software") provided by Cybozu, Inc. ("Cybozu") between Cybozu and any and all companies, organizations and other legal entities who wish to use a Software (the "Customer"). These terms and conditions shall be legal binding. The Customer shall be deemed to accept and agree any and all of the terms and conditions of this Agreement at the time when (i) the Customer applies for the use of the Software if the Customer had an opportunity to review the content of this Agreement prior to the use or (ii) the Customer installs the Software if the Customer did not have such opportunity.

The Software shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights. It should be noted that Cybozu does not sell, transfer, or assign any right concerning the Software but licenses the Software to the Customer.

1. Definition

- (1) The "License" shall mean the right to use the Software within the scope of and in accordance with the terms and condition of the Agreement.
- (2) The "Basic Software" shall mean the software to show below. The Software is used as a thing to add the function of the Basic Software to. In addition, the Customer must acquire the right to use of the Basic Software.

Basic Software : Cybozu ApprovalFlow

2. Scope of Use

Cybozu grants the following rights to the Customer:

- (1) The customer may install and use the Software solely for the purpose of using it in combination with Basic Software. It is necessary for the Software to still use a version same as the version of the Basic Software.
- (2) With a single License, the Customer may install the Software to one server or computer only; provided that, however, the Customer may install the Software of the number same as the Basic Software, only if the Customer applied such installation in accordance with the procedure as provided by Cybozu and Cybozu explicitly authorizes such installation.

3. Other Rights and Limitations

3-1.

- (1) The Customer may duplicate the Software solely for the purpose of backing up, provided, however, that Customer may not try out, use, or run such back up of the Software on any computer, whether owned by the Customer or not, except for the case where the Customer fixes the data originally installed.

The Customer may duplicate the Software for the purpose of examinations to confirm whether modified programs and/or optional components of the Software are suitable to the technical environment of the Customer before the installation thereof; provided that any duplications hereunder shall be used only for the purpose of such examinations and may not be used permanently, and, therefore, the Customer shall delete and destroy any of such duplications immediately after the relevant examination is completed.

- (2) The Customer may transfer the Software to another server computer owned or legitimately held by the Customer, when the Customer must delete the Software from the server computer from which the Software was transferred.

3-2.

The Customer is not allowed to duplicate, distribute or transmit (including to post on a website and/or any other act to have the Software accessible from the public).

3-3.

The Customer is not allowed to lend, lease or pledge the Software. In addition, the Customer may not assign, transfer or sublicense the right to use or try out the Software to any third party. Therefore, in no event shall the Customer grant any right to use the Software to any individuals including but not limited to any directors, officers or employees of any company or entity other than the Customer.

3-4.

The Customer may not, in any way, reverse engineer, reverse compile, reverse assemble, modify, or change the Software or make any software derived from the Software. The Customer may not duplicate, modify, change or translate any document in relation to the Software. The Software is provided as a single product as a whole and the Customer may not use any part or component of the Software apart from the other parts and components thereof.

3-5.

- (1) No right shall Cybozu grant the Customer relating to any use of trademarks and/or service marks of Cybozu. Cybozu shall reserve any and all right other than those explicitly conferred to the Customer under this Agreement.

(2) In the case Cybozu grant the Customer the License to use the Software as "version up" from an old version of the Software (the "Old Version Product") or "transfer" from the products competing with the Software (the "Competing Product"), the license shall be subject to the condition that the Customer obtained legal and effective license to use the Old Version Product or the Competing Product. If the Customer purchased the License as "version up," the license of the Old Product shall be automatically terminated and, therefore, the Customer shall uninstall the Old Version Product before installing the Software, when the Customer may use the latest version of the Software only; provided that, however, if the Customer needs to convert the data held under the Old Version Product, the Customer may use the Old Version Product until such conversion is completed, where the Customer shall convert the data after installing the Software, and delete or uninstall the Old Version Product immediately after the conversion.

4. Cancellation

- (1) In the event of any breach of these terms and conditions by the Customer, Cybozu may terminate the Agreement with immediate effect and without any notification.
- (2) Once the Agreement is terminated, the Customer shall be obliged to completely delete the Software, any components thereof, any documents relating thereto, and any and all reproductions thereof from the computer(s) and cease to use the Software.
- (3) In no event shall Cybozu be responsible for any damages and losses incurred by the Customer and/or any third party due to the inaccessibility to or discontinuation of use of the Software, or any part thereof, caused by the termination of the Agreement.

5. LIMITATIONS OF WARRANTY

- (1) The Software is available free of charge. The Customer hereby confirms and agrees that the Customer shall assume full responsibility for any and all damages, direct or indirect, liabilities and/ or risks, including loss of data, server down, interruption of business operations, complaints and claims made by a third party, arising from trying out or using the Software.

(2) THE SOFTWARE IS PROVIDED "AS IS" AND "AS-AVAILABLE". EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY CONCERNING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, USE, ACCURACY, TITLE OR NON-INFRINGEMENT. IN ADDITION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE CUSTOMER'S USE OF THE SOFTWARE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR, DOES CYBOZU MAKE ANY WARRANTY, AND CYBOZU SPECIFICALLY DISCLAIMS ALL WARRANTY, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THE CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK OPERATING ENVIRONMENT. IN ADDITION, THE CUSTOMER HAS TO USE THE SOFTWARE VERSION SAME AS THE VERSION OF THE BASIC SOFTWARE. HOWEVER, THE CYBOZU GUARANTEES NEITHER PROVISION OF THE SAME UPGRADED VERSION OF THIS SOFTWARE WHEN A BASIC SOFTWARE WAS REVISED NOR THIS PROVISION BEING PERFORMED WITH THE VERSION UP OF THE BASIC SOFTWARE. THEREFORE, IN THIS CASE, THE CUSTOMER CANNOT USE THIS SOFTWARE AND/OR THE CUSTOMER HAS NO GUARANTEE OF PROPER OPERATION WHEN USE THE DIFFERENT AS THE VERSION OF THE BASIC SOFTWARE.

- (3) Cybozu may change, suspend or discontinue, without obtaining prior consent of the

Customer, any functions and/or operations of the Software, and/or any services accompanied with the Software. In no event shall Cybozu guarantee to continue to provide the Customer with the functions, operations and environment of the Software equivalent to those at the time of the execution of this Agreement.

- (4) In addition, any oral or written information or advice provided by Cybozu shall not constitute any additional warranty or expansion of any warranty hereunder in any sense.

6. LIMITATIONS OF LIABILITY

- (1) The Customer hereby confirms and agrees that the Customer shall assume full responsibility for any and all damages, direct or indirect, liabilities and/ or risks, including loss of data, server down, interruption of business operations, complaints and claims made by a third party, arising from any use of the Software and/or any service accompanied therewith, including those arising from the Customer not introducing fix program to fix the defect of the Software provided by Cybozu and those arising from Cybozu not providing any service, and those arising from the Customer not using any service provided by Cybozu.

(2) UNDER NO CIRCUMSTANCES WILL CYBOZU, ANY PROVIDER AND/OR RESELLER OF THE SOFTWARE, AND/OR ANY PROVIDER OF THE CONTENTS IN RELATION TO THE SOFTWARE (COLLECTIVELY THE "AFFILIATES"), BE LIABLE FOR ANY DAMAGES AND LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF CYBOZU AND/OR THE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE. FURTHERMORE, CYBOZU SHALL NEVER BE RESPONSIBLE FOR ANY COMPLAINTS AND CLAIMS FROM ANY THIRD PARTY.

7. Confidentiality

In no event must the Customer disclose, whether intentionally or not, knowingly or not, by negligence or not, whether in duration of this Agreement or not, any information the Customer knew or obtained in relation to this Agreement.

8. Copyright, etc.

- (1) Cybozu, and/or any suppliers thereto, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to the Software, including HTML program and screen display thereof, and any files, documents and drawings in relation thereto.

(2) The Software shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights. Therefore, the Customer shall be obliged to handle the Software complying with such acts, laws, regulations, rules, and treaties.

(3) The providers of the contents, to which the Customer may access from or through the Software, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to such contents. Such contents shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights.

9. Governing Law and Miscellaneous Rules

The Agreement shall be governed by the laws of Japan without giving effect to any principles of conflicts of laws. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with the Agreement shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

10. Miscellaneous

In the event any terms and conditions different from those terms and conditions are attached to the Software obtained by the Customer, these terms and conditions shall supersede the attached terms and conditions, unless Cybozu clearly states otherwise. These terms and conditions contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, writings, statements and understandings between the parties with respect thereto. The Agreement may be amended, supplemented or modified only by a written instrument duly executed by each of the parties hereto. In addition, any terms and conditions indicated in order sheets rendered by a dealer to the Customer, if any, shall be null and void between the parties hereto and make no effects to the Agreement.

If effectiveness of any provision of this Agreement is restricted, such provisions shall be valid to the extent permitted by the applied laws and regulations.

If any provisions of this Agreement is declared invalid or unenforceable by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of this Agreement, or if no adjustment can be made, the provision shall be deleted as though never included in this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless such invalidity or unenforceability causes substantial deviation from the underlying intent of the parties expressed in this Agreement. In such case, the parties shall replace the invalid or unenforceable provision with a valid or enforceable provision which corresponds as far as possible to the spirit and purpose of the invalid or unenforceable provision.