

Cybozu® ApprovalFlow™ Service License Agreement – Cybozu, Inc.

To any legal entity, organization, and individual who has purchased the right (the “License”) to use the above service (the “Service”) of Cybozu Inc. (“Cybozu”): This Service License Agreement (the “Agreement”), having legal effect on relationship between Customer and Cybozu, stipulates the content and terms and conditions of the Service. The Customer shall be deemed to have agreed to the binding effect of the provisions of the Agreement, at the time when the Customer submits to Cybozu an application for purchase of the Service License, if the Customer had any access to the Agreement or any opportunity to confirm the content of the Agreement prior to application for purchase, or at the time when the Customer breaks the protective seal attached to the registration key certificate, if the Customer had not have such access or opportunity prior to the application.

1. Definitions

For the purpose of the Agreement, the terms used herein shall have the following meanings:

- (1) “Customer” means any legal entity or organization that applies for the right to use the Service in accordance with the procedures prescribed by Cybozu and any person to whom Cybozu gives permission to use the Service, any such legal entity, organization or person agreeing with the provisions of the Agreement.
- (2) “Software” means the following software provided under the Service, for which the Customer legally obtains license to use from Cybozu.
Software: Cybozu® ApprovalFlow™
- (3) “Service License” means the right to use the Service within the scope permitted under the Agreement. In the event the Customer purchases a new user license for the Software, the Service License for the first year shall be included in the new user license. Therefore, the Customer is entitled to use the Service gratis during the service period of the first year.
- (4) “Service License Key” means the Customer’s certificate on the permission to use the Service, which Cybozu issues to the Customer and which is indicated in the registration key certificate. After the registration of the Service License Key in the Software, the Customer is able to use the Service.
- (5) “Service License Fee” means the fee required for the Service License. The Service License Fees vary depending on types of the Software and number of permitted users.
- (6) “Term of Service” means the term during which the Customer is entitled to use the Service.
- (7) “Service Expiration Date” means the date which is indicated as the “Service Expiration Date” in the Customer’s new user license registration key certificate or the Service License Key for the Software.
- (8) “Service Content Explanatory Leaflet” means the explanatory document titled “Content of Service License” which describes the content of the Service and is included in a newly purchased Software package. The Service Content Explanatory Leaflet shall be updated by Cybozu on an as-needed basis. Should the service menu be updated during the Term of Service, such update shall be published on Cybozu’s website as needed and the modification or revision shall automatically apply to the Customer regardless of whether the Customer recognizes the update or not.
After the Term of Service, if the Customer wishes to continue the use of the Service, the latest service menu, which is published on Cybozu’s website with automatic modification or revision, shall apply to the Customer no matter whether the Customer recognizes the latest information.
- (9) “Service Subcontractor” means a subcontractor to which Cybozu subcontracts provision of the Service, either in whole or in part.

2. Implementation of the Service

- (1) Under the provisions of the Agreement, Cybozu shall provide the Service to the Customer who has applied for the Service.
- (2) The Agreement shall apply to any relationship between the Customer and Cybozu in connection with the use of the Service.

3. Service Content

The content of the Service shall be as described in the Service Content Explanatory Leaflet.

4. Service License Fee

The Service License Fee for the Service shall be separately determined. The types of Service License and the Service License Fee which are required for the Customer vary depending on the type of Software used by the Customer and number of permitted users on the date when the Service License Key is registered.

5. Customer’s Right and Limitation

- (1) The Customer shall be entitled to use the Service within the scope of the purchased Service License.
- (2) The Term of Service shall be the period “starting from the date of issuance of the Service License Key to the Customer from Cybozu after Cybozu’s approval of the Customer’s application and ending on the Service Expiration Date”, irrespective of when the application date or initial date of use is. In case when the Customer wishes to continue the use of the Service after the Service Expiration Date and purchases a renewed Service License (the “Renewed Service License”), the Term of Service shall be extended until the Service Expiration Date indicated in the Renewed Service License Key.
- (3) The Service will become available after registration of the Service License Key in the Software. Therefore the Customer is required to register the Service License Key in the Software as soon as the Customer receives the Key. In case when the Customer is unable to use the Service due to such reasons as when the Customer intentionally or negligently fails to register the Service License Key or when number of permitted users for the Software changes after application for the Service but prior to the registration of the Service License Key, Cybozu shall not be responsible for any liability whatsoever. In addition, if the Customer registers or deregisters the Service License Key during the Term of Service, Cybozu shall not be obligated to reimburse the Service License Fee to the Customer for any period during which the Customer does not use the Service.
- (4) The Customer is prohibited from using one Service License Key for multiple number of Software or from reusing the Service License Key, regardless of whether or not the same Software is used or whether or not the Software is used at the same time or in a different period.
- (5) The Customer shall not be entitled to increase the number of the users permitted under a Service License or to divide the Service License into multiple licenses.
- (6) The Customer shall be entitled to use the Service to the extent that the number of permitted users under the Service License is not exceeded and that the users are registered in Software and approved for the use thereof. Therefore, the Customer shall be prohibited from any assignment, lending, lease or resale of the right to use the Service, or from giving permission or granting license to use the Service, to any third party. In addition, the Customer shall not be entitled to duplicate, distribute, lend, transmit, lease or provide as security interest the Service License Key.
- (7) Should the Customer transfer control of the server in which the Software is installed, the Service License Key data must be transferred together with the Software.
- (8) The Customer shall not be entitled to modify, translate, change, adapt, or reverse engineer any document or program related to the Service or create derivative

services of the Service.

- (9) In addition to the Agreement, the Service may be provided in accordance with rules for each service provided. In this case, the Customer shall also be bound by such rules.

6. Name, Address, etc. of Customer

- (1) Upon occurrence of any change to the name, trade name, residence, domicile, and/or other contract information of the Customer (collectively, the “Contact Information”), which the Customer submitted to Cybozu at the time of application for the Service, the Customer shall immediately give notice on such changes to Cybozu and a Service Subcontractor.
- (2) When the notice described in the preceding paragraph is given, the Customer may be required to present a document evidencing that the notified changes are true and correct to Cybozu and a Service Subcontractor.
- (3) After receiving a notice on changes to the Contact Information, Cybozu shall send all future communications and notices to Customer in accordance with the changed Contact Information. Should the Contact Information be changed without the notice set forth in the paragraph 1 of this Article, Cybozu and a Service Subcontractor shall not be responsible for any damage suffered by the Customer, user of the Service or any third party as a result of any notice or communications sent in accordance with the previous Contact Information or any inability to contact the Customer.
- (4) Cybozu shall use the Contact Information received from the Customer for the purposes of providing and managing the Service and providing Customer with information and support in connection with the Service.

7. Limitation on Warranty

- (1) Cybozu warrants that the Service will be provided in accordance with the Service Content Explanatory Leaflet, which is supplied by Cybozu, in all material aspects and Cybozu will make efforts, pay due attention, and provide its ability to the extent reasonable in order to resolve problems of the Customers. However, Cybozu shall not have warranty obligation if any defect in the provision of the Service is caused due to a reason not attributable to faults of Cybozu.
- (2) If Cybozu violates the warranty obligation stipulated in the preceding paragraph, the Customer shall be entitled to cancel the Agreement. Upon request of cancellation from the Customer, Cybozu shall reimburse the Service License Fee for the remaining period of Time of Service on per month basis starting from the month following the month that includes the day of such violation.
- (3) The request of cancellation under the preceding paragraph shall be submitted within sixty (60) days from the event of violation, and a document evidencing the purchase of the Service License and another document evidencing the fact of such violation and violation date shall be attached to the request.

8. Other Warranties

- (1) The Customer hereby acknowledges and agrees that the warranty stipulated in the preceding Article is the sole and exclusive warranty in connection to the use of the Service, and that any other risk shall be solely borne by the Customer.
- (2) CYBOZU AND SERVICE SUBCONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING BUSINESS LOSS, DAMAGE CAUSED BY SUSPENSION OF BUSINESS, DAMAGE CAUSED BY COMPUTER FAULT OR ANY OTHER COMMERCIAL DAMAGE AND LOSS, IN CONNECTION WITH THE USE OF THE SERVICE, USE OF OTHER SERVICES THROUGH THE SERVICE, DISUSE OF THE SERVICE AND/OR DISUSE OF OTHER SERVICES THROUGH THE SERVICE. MOREOVER, CYBOZU SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIM, ANY INFORMATION OR ADVICE OF CYBOZU, WHICH IS EITHER IN ORAL FORM OR IN WRITING, SHALL NOT BE DEEMED AS PROVISION OF ANY ADDITIONAL WARRANTY AND SHALL NOT EXTEND THE SCOPE OF TERMS AND CONDITIONS OF THE AGREEMENT IN ANY SENSE WHATSOEVER. IN ADDITION, CYBOZU DOES NOT WARRANT THAT THE SERVICE SATISFIES REQUIREMENTS OF THE CUSTOMER.
- (3) IF THE CUSTOMER CAUSES DAMAGE TO ANY OTHER USER OR THIRD PARTY THROUGH THE USE OF THE SERVICE OR THE USE OF OTHER SERVICES THROUGH THE SERVICE, THE CUSTOMER SHALL RESOLVE THE DISPUTE WITH THE USER OR THIRD PARTY AT THE CUSTOMER’S OWN RESPONSIBILITY AND EXPENSE, AND CYBOZU SHALL NOT HAVE ANY LIABILITY WHATSOEVER.
- (4) NEITHER CYBOZU NOR SERVICE SUBCONTRACTOR SHALL PROVIDE ANY WARRANTY ON INTEGRITY, ACCURACY, CERTAINTY OR USABILITY OF THE CONTENT OF THE SERVICE AND INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICE.
- (5) If Cybozu determines that it is unable to perform its obligations as a result of force majeure event such as network failure including the Internet and natural disaster, Cybozu shall be entitled to terminate or suspend provision of the Service. In such case, Cybozu shall be released from any and all obligations arisen as a result of such non-performance.
- (6) In the event the provision of the Service becomes impossible under Article 12 (Temporary Suspension of Service) and Article 13 (Change and Partial Termination of Service), any and all Service fees, etc. already paid by the Customer shall not be reimbursed.
- (7) The liability of Cybozu and supplier of the Software under the Agreement shall not exceed the amount actually paid by the Customer during the Term of Service.

9. Subcontract

Cybozu may subcontract the Service to a third party, either in whole or in part, without obtaining prior approval of the Customer.

10. Attribution of Rights

Any copyright, intellectual property right or any other proprietary right, either tangible or intangible, in connection to any and all programs, software, services, procedures, trademarks, trade names, etc. that constitute the environment in which the Service is implemented, shall belong to Cybozu or third party who has granted to Cybozu license to use the same, and no such rights shall be transferred

to the Customer and the license granted to the Customer shall be limited to the scope permitted under the Agreement.

11. Confidentiality Obligation and Prohibition of Unauthorized Use of Registration Key Information

- (1) The Customer shall not, either intentionally or negligently, disclose or divulge to any third party any and all information related to the Service License Key, before or after the termination of the Service.
- (2) Any unauthorized use of the Service License Key in violation of the Agreement shall be prohibited.

12. Temporary Suspension of Service

- (1) If any of the following events occurs, Cybozu may temporarily or emergently suspend provision of the Service:
 - i. When maintenance of Service system necessary for provision of the Service or maintenance or engineering work for telecommunication equipment is required or when any unavoidable fault occurs to such system or equipment;
 - ii. When it is determined that the normal provision of the Service becomes difficult as a result of significant load or fault within the Service system;
 - iii. When any possibility is recognized that the Customer or third party may be severely damaged as a result of provision of the Service; or
 - iv. When the provision of the Service becomes difficult as a result of termination or suspension of telecommunication service by any telecommunication corporation or foreign telecommunication business entity.
- (2) If Cybozu intends to suspend the Service under the items of the preceding paragraph, Cybozu shall give prior notice to the Customer; provided, however, that this clause shall not apply in an emergent or unavoidable case.
- (3) In principle, Cybozu shall not accept any request of emergency suspension from the Customer or third party.
- (4) The Customer shall acknowledge that Cybozu shall not be liable for any damage suffered by the Customer and/or third party as a result of suspension of the Service or failure to suspend the Service.

13. Change and Partial Termination of Service

Cybozu shall be entitled to change or partially terminate the Service, irrespective of whether or not the Customer recognizes such change or partial termination. The content of the latest Service shall be indicated in the Service Content Explanatory Leaflet. When Cybozu intends to change the content of the Service, Cybozu shall give notice on such change to the Customer, no later than two (2) weeks prior to the change, by methods provided by Cybozu including posting on its website; provided, however, that the latest Service shall apply regardless of whether the Customer recognizes such change.

14. Termination of Service

Cybozu shall be entitled to terminate the Service under the Agreement in whole, at its own discretion. In case when the Service is to be terminated in whole, Cybozu shall give notice to the Customer one (1) month prior to the date of termination at the latest, by methods provided by Cybozu including posting on its website.

15. Cancellation

- (1) If the Customer violates any of the provisions of the Agreement, Cybozu shall be entitled to cancel the Service Agreement with immediate effect, without sending any prior notice to the Customer.
- (2) If the Customer wishes to cancel the Agreement during the Term of Service, the Customer shall submit a request to the Cybozu Customer Center indicated in the Service Content Explanatory Leaflet and shall comply with prescribed procedures.
- (3) In the event this Agreement is cancelled, the Customer shall be required to delete all the Service License Keys from the Software and any ancillary software, programs, etc. installed within the Service.
- (4) Except for the case stipulated under Article 7 hereunder, any fee already paid by the Customer shall not be reimbursed for any reason whatsoever.
- (5) Article 11 (Confidentiality Obligation and Prohibition of Unauthorized Use of Registration Key Information) of the Agreement shall survive the cancellation of the Agreement.

16. New Agreement after Cancellation

If the Agreement is cancelled and after that the Customer wishes to enter into a new agreement, then a new agreement shall be executed. In this case, Cybozu does not warrant that any data which was created and/or registered in the past through the use of the Service, will be recovered and/or be available without interruption.

17. Amendment

Cybozu shall be entitled to amend the provisions of the Agreement, and if such amendment takes place, the amended provisions of the Agreement shall apply to the fees and other terms and conditions. Additionally, in the event that Cybozu intends to amend the provision of the Agreement, Cybozu shall give notice on such amendment to the Customer, no later than two (2) weeks prior to the amendment, by methods provided by Cybozu including posting on its website. However, the latest Agreement shall apply irrespective of whether the Customer recognizes such amendment.

18. Governing Law and Rules

The provisions of the Agreement shall be governed by laws of Japan, without regard to its conflict of law principles. If any dispute arises in connection to the provisions of the Agreement or the Service, any such dispute, controversy or discrepancy shall be finally resolved by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association (JCAA).

19. Other Provisions

- (1) If any problem which is not stipulated under the Agreement and Service Content Explanatory Leaflet arises in connection to the use of the Service, the Customer and Cybozu shall discuss with each other in good faith to resolve the problem.
- (2) If any limitation under applicable laws and regulations is imposed on any of the provisions of the Agreement, such provision shall be effective within the scope permitted by the laws and regulations. Additionally, even if any of the provisions of the Agreement is rendered invalid under applicable laws and regulations, other provisions shall remain in full force and effect.