

## **[Important]**

This Software License Agreement (hereinafter, "LICENSE") is a legal agreement for the use of the software between the end user (hereinafter "Customer") and Soliton Systems K.K. (hereinafter, "Soliton").

By proceeding to use this software, Customer is consenting to be bound by this agreement. If Customer does not agree to the terms and conditions of this agreement, discontinue installing and delete the software and its accessories (manual, other documentations, external packaging, and all others) from Customer's device. Pursuant to the rules for amendment to a standardized form of contracts under Article 548-4 of the Civil Code of Japan, Soliton may amend this Agreement without Customer's approval by notifying the amendment, the amended terms and the effective date of the amendment on Soliton's website, via email to Customer or in any other manner. Customer will be deemed to have agreed to the amended terms if Customer uses the Software after the amendment.

The most current version of the Agreement can be viewed at <https://www.soliton.co.jp/eula/> .

## Licensed Program:

"Soliton CloudConnector Exchange Agent"

### Note:

1. This software will be updated automatically once it becomes available.
2. This software will be used with the other products which are developed and sold by Soliton Systems K.K..

## Article 1. License Granted

1. Soliton holds the right to grant the use of the licensed program (hereinafter "SOFTWARE"), as the original owner of the "SOFTWARE", or under the license agreement with the original owner.
2. Soliton grants non-exclusive license to Customer as follows:
  - (1) To install the "SOFTWARE" on Customer's device for which license have been granted. "Install" means to set up the "SOFTWARE" on device and use its features.
  - (2) To reproduce one copy only of the "SOFTWARE" for the purpose of backup.

## Article 2. Attribution of Intellectual Property Rights

1. The ownership of intellectual property rights of the "SOFTWARE" and the copied products which were made by Customer under the item 2 of Article 1 shall belong to "Soliton" or the original owner of the permitted license. The "SOFTWARE" is protected by copyright law, international copyright treaty, and any other laws and treaties concerning intellectual property rights.
2. No rights shall be transferred or granted to Customer except the rights which are permitted under this agreement.

## Article 3. Prohibited Uses

Customer shall not:

- (1) Use or Copy beyond the scope permitted by this agreement.
- (2) Transfer, rent, lease, distribute, sub-license, or any other act similar to the foregoing, to the third party, whether it is for commercial or non-commercial purpose.
- (3) Modify, reverse-engineering, disassembling, or any other act similar to the foregoing, on the "SOFTWARE".
- (4) Change or delete copyright notice on the "SOFTWARE".
- (5) Direct or indirect export of the "SOFTWARE".

## Article 4. No Warranty

1. The "SOFTWARE" is provided "AS IS", without warranty of any kind, express or implied, or otherwise including without limitation, any warranty of merchantability or fitness for a particular purpose. Soliton shall not be liable to any party for any loss of revenue or profit or for indirect, incidental, special, consequential, or other similar damages, whether based on tort (including without limitation negligence or strict liability), contract or other legal or equitable grounds even if Soliton has been advised or had reason to know of the possibility of such damages. Soliton shall not be liable to provide maintenance or support of the "SOFTWARE".
2. Soliton may change or terminate the "SOFTWARE", its accessories and its related services without any prior notice to Customer.

## Article 5. Indemnification

Despite the provision of the preceding item, the following shall not be covered by warranty whether it is with or without charge.

(1) Any kind of direct, indirect or incidental damage which may arise from the use of the "SOFTWARE"

(2) Misuse, remodeling, operations that do not meet the environmental specification to which Soliton agreed, or, malfunction or damage resulting from the use of software and media which were not made by Soliton.

(3) Malfunction or damage that may arise from natural disaster or inevitable force.

## Article 6. Exclusion of Anti-Social Forces

Customer represents, warrants and covenants to ensure that Customer, its parent company, its affiliated company, any of the board members or other personnel substantially involved in its management, employees, and stakeholders have not fallen under any of the following categories through (1) to (6) in the past (such person or group referred to as the "OCGs"), shall not fall under any of OCGs, and have never conducted or will not conduct any of the following actions through (7) to (11):

(1) an organized crime group;

(2) a member of an organized crime group;

(3) a quasi-member of an organized crime group;

(4) a related company or association of an organized crime group;

(5) a corporate racketeer; or

(6) other equivalent person of any category above (1) to (5).

(7) a demand with violence;

(8) an unreasonable demand beyond its legal entitlement;

(9) use of intimidating words or actions in relation to transactions;

(10) an action to defame the reputation or interfere with the business of Soliton or Soliton Affiliates by spreading rumor, using fraudulent means or resorting to force; or

(11) other equivalent actions of above (7) to (10).

## Article 7. High-Risk Use

Customer hereby acknowledges that the SOFTWARE is not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting the foregoing, the SOFTWARE shall not be used in connection with any life support system. Soliton and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. Customer agrees to hold Soliton and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses of the SOFTWARE.

## Article 8. Miscellaneous

1. This agreement comes into effect when Customer processes the installation of the "SOFTWARE" or continues using the "SOFTWARE". This agreement shall be valid until Customer terminates the use of the "SOFTWARE" or Soliton terminates this agreement based on the following items.
2. In case Customer violates any of the articles in this agreement, Soliton may terminate this agreement immediately without any notice to Customer. In such case, Customer shall uninstall and delete the "SOFTWARE", its copied product as well as all accessories from their device.
3. Customer acknowledges that the "SOFTWARE" and the Documentation contain "SOFTWARE" and technical data that are subject to the export control laws of Japan. Customer must always continue to comply with Japanese export control laws.
4. Soliton is entitled to make claim to Customer for compensation, if Soliton suffers damage due to violation of this agreement by Customer. Soliton shall not be responsible for any loss, damages, costs or expenses which may be incurred by Customer and/or third party.
5. If any dispute out of or related to this agreement cannot be resolved amicably by two parties, such dispute shall be settled by Tokyo District Court for its original jurisdiction.
6. This agreement shall be governed by and construed under the laws of Japan.

Last Revised on January 12, 2021

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