Soliton®

Software License Agreement

Licensed Product Identification No.

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[Important]This Software License Agreement (hereinafter, "Agreement ") 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/ .

Name of Customer:

Name of the Software:　WrappingBox / Soliton SecureBrowser（Soliton SecureBrowser II and Soliton SecureBrowser Pro）

Number of License:

Period of License:

Note:

1. This software will be updated automatically once it becomes available.

2. Several features including the features are available only when the "SOFTWARE" is used with Soliton SecureGateway which is developed and sold by Soliton Systems K.K.

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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:
(i) 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.
(ii) To use the "SOFTWARE" by connecting with Soliton SecureGateway.
(iii) To reproduce one copy only of the "SOFTWARE" for the purpose of backup.
(iv) To install the SOFTWARE by users within the number of granted licenses.
(v) Soliton may alter the range of purpose provided as standard with the SOFTWARE. Furthermore, in the case where there are any particular provisions applicable to the SOFTWARE , and such particular provisions shall include, but are not limited to, manual, catalogs or any information that is published by Soliton (on website etc), Soliton grants to the Customer the usage within the range of purpose as provided in the particular provisions.

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:
   (i)   Use or Copy beyond the scope permitted by this agreement.
   (ii) 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.
   (iii) Modify, reverse-engineering, disassembling, or any other act similar to the foregoing, on the "SOFTWARE".
   (iv) Change or delete copyright notice on the "SOFTWARE".
   (v)   Direct or indirect export of the "SOFTWARE".

Article 4.   Warranty

1. Soliton warrants that, for a period of ninety (90) days from original shipment by Soliton, the SOFTWARE will perform, under normal use, substantially in accordance with the Soliton's specifications as set forth in the Soliton's applicable documentation and that the documentations of the SOFTWARE is free from defects in design, materials and workmanship. The foregoing warranty shall not apply to any product, which has been modified or altered other than by the Soliton, which has been subject to abuse, misuse, accident or neglect, or which is used in violation of this Agreement.
2. EXCEPT FOR THE STANDARD WARRANTY SPECIFIED IN ABOVE, THE SOFTWARE, ANY UPDATES THERETO, ANY DOCUMENTATION AND INFORMATION ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. SOLITON, ON BEHALF OF ITSELF AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND ANY SAMPLE, SPECIFICATION OR PROPOSAL PROVIDED BY SOLITON, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOLITON DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, SATISFACTORY QUALITY OF THE SOFTWARE OR THAT THE SOFTWARE WILL BE FREE OF DEFECTS, RUN ERROR-FREE OR UNINTERRUPTED, MEET CUSTOMER'S REQUIREMENTS, BE FREE OF VIRUSES OR THAT SOLITON WILL CORRECT ALL ERRORS. CUSTOMER UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS DONE AT CUSTOMER'S SOLE RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO, TO THAT EXTENT, THIS LIMITATION MAY NOT APPLY TO CUSTOMER.
3. In no event will Soliton be liable to the Customer for any special, incidental, punitive or consequential damages (including, but not limited to, lost profits, loss of use, loss of data or loss of goodwill), the costs of procuring substitute products, arising out of or in connection with this Agreement or the use or performance of the Licensed Product and its related services provided by Soliton hereunder, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, and whether or not Soliton has been advised of the possibility of such damage.

Article 5.   Third Party Software

The SOFTWARE may in part be using Third Party Software. Certain Third Party Software provided in or with the SOFTWARE is subject to various terms and conditions imposed by the licensors of such Third Party Software. By using the SOFTWARE, Customer agrees to comply with the terms and conditions contained in all such Third Party Software licenses. In case Item 1 and Item 2 in Article 1, Article 2 and Article 3 conflict with the terms and conditions contained in such Third Party Software Licenses, Third Party Licenses shall prevail over Restriction in this Agreement with regard to Third Party Software.

Article 6.   Indemnification

Despite the provision of the preceding articles, the following shall not be covered by warranty.

1.   Despite "Warranty" stipulated in Article 4, in case the "SOFTWARE" uses Third Party Software in part, Soliton does not warrant Third Party Software. Furthermore, in case source code of Third Party Software is provided to Licensee by third party licensing, Soliton will not support or warrant such source code.
2.   Soliton shall not be responsible for any positive or passive damage, whether direct or indirect, which may arise from providing source code of Third Party Software, usage or performance of Third Party Software.
3.   Functionality of the SOFTWARE may not guarantee all of Customer's requirements. In any event, perfect protection from malware, malicious attacks or any other threats shall not be guaranteed.
4.   Soliton shall be held harmless against any liability or damage, arising from non-delivery of the notice from Soliton to Customer as a result of Customer's failure to provide Soliton with the correct or updated contact information at the time of the purchase, the registration of the Licensed Product or the renewal of the license.

Article 7.   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 8. Confidential Information

"Confidential Information" means any non-public business or technical information of Soliton or its licensors including, without limitation, any information relating to Soliton's or its licensors' trade secrets or know-how that is designated as "confidential," either orally or in writing, or that Customer knows or should know is considered confidential or proprietary by Soliton or its licensors. Customer agrees to maintain the Confidential Information in strict confidence and not to use Confidential Information except as expressly authorized by Soliton or its licensors in writing. Customer shall ensure that no unauthorized persons shall have access to the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (i) becomes part of the public domain through no breach of the Agreement by Customer; (ii) is independently developed by Customer without reference to any Confidential Information; or (iii) is rightfully disclosed to Customer by a third party without restriction on disclosure.

Article 9.   Trademarks

Customer acknowledges and agrees that the term Soliton and other related logos and designs provided hereunder are the exclusive trademarks of Soliton, registered in Japan and elsewhere, and that Customer shall not use or reproduce the Soliton Trademarks without first obtaining a trademark license from Soliton. All other trademarks and service marks referenced in the SOFTWARE or Soliton website are the exclusive property of their respective owners. All rights reserved.

Article 10.   Privacy

Soliton and its licensors' use of any information provided by Customer, including without limitation, user registration data and

usage information, is set forth in the privacy policy at https://www.soliton.co.jp/privacy. **(Japanese edition only)**

Article 11. 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 12. 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. Soliton may, at its discretion, inspect and verify Customer's license activation and utilization status. Customer shall provide reasonable and necessary assistance for such inspection, and promptly furnish Soliton with requisite information.
3. 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.
4. 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.
5. 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.
6. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected.
7. 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.
8. This agreement shall be governed by and construed under the laws of Japan.

Last Revised on January 12, 2021

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LSM-WB2101A-EN