

Soliton OneGate Trial Terms and Conditions

Soliton Systems K.K.

Updated: 08/Aug./2023

These Soliton OneGate Trial Terms and Conditions (these "**Terms**") governs the use by a trial user (the "**Customer**") of Soliton One Gate Trial Service (the "**Service**"), which is provided by Soliton Systems K.K. ("**Soliton**"), and set forth the terms and conditions applicable to such use.

1. (Amendment)

Soliton reserves the right to amend these Terms in its sole discretion by notifying Customer of the proposed amendments and its effective date through its webpage and/or by email to the email address registered by Customer or by Soliton's sales partner or reseller through which Customer applied for the trial for Service-related communication. In this case, Customer is deemed to have agreed with the amended Terms, and the Service provided after the effective date is subject to such amended Terms.

2. (Trial Contract)

(a) A contract between Soliton and Customer for the use by Customer of the Service is deemed to have been made upon Soliton's acceptance of the trial application submitted by Customer, which acceptance is at Soliton's sole discretion.

(b) Customer agrees to use the Service solely for the purposes of evaluating Soliton One Gate services and not to use the Service for any other purposes.

(c) After Soliton has accepted Customer's trial application, Soliton will notify Customer of the confirmation of its acceptance, the Service's start date, the trial period (the "**Trial Period**"), IDs and passwords in writing (usually, via email).

(d) During the Trial Period, Soliton may, but has no obligation to, provide support relating to the use by Customer of the Service.

(e) The Service will terminate upon the expiration of the Trial Period unless otherwise terminated earlier; provided, however, that Soliton reserves the right to terminate the Service for any or no reason at any time by giving notice to Customer.

(f) Customer may submit to Soliton reports, comments, feedback or ideas concerning the functionality and performance of the Service, including without limitation about how to improve the Service ("**Feedback**"). By submitting any such Feedback, Customer hereby assigns to Soliton all right, title and interest in and to the Feedback, if any, for no consideration.

3. (Termination)

(a) Soliton may terminate the Service by giving notice to Customer in the event of the following:

- (i) Customer breaches any of the terms contained in these Terms; or
 - (ii) Soliton found that Customer had provided false or incorrect information in its trial application.
- (b) Upon termination of the Service, Customer shall immediately cease to use the Service and return to Soliton or destroy, at Soliton's option, all devices, materials, software and data it has received from Soliton in connection with the Service.

4. (Suspension of Service)

Soliton may suspend all or any portion of the Service at its sole discretion without notice to Customer.

5. (No Warranty; Limitation of Liability)

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED "AS IS", COMPUTERS AND ELECTRONIC COMMUNICATION SYSTEM ARE NOT PERFECT OR ERROR-FREE, AND THERE MAY BE DOWNTIME WHILE USING THE SERVICE. SOLITON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF SOLITON'S WILLFUL CONDUCT OR GROSS NEGLIGENCE, SOLITON IS NOT LIABLE FOR ANY LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, COSTS OR EXPENSES ARISING OUT OF OR IN RELATION TO THE SERVICE OR THE USE BY CUSTOMER OF THE SERVICE.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF SOLITON'S WILLFUL CONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL SOLITON OR ITS AFFILIATES BE LIABLE UNDER THESE TERMS TO CUSTOMER OR ANY THIRD PARTY FOR DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION IN VALUE, DATA LOSS OR DESTRUCTION, ERROR OR MALFUNCTION, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, ANY ERROR, ISSUE, FAILURE OR MALFUNCTION OF THE SERVICE REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SOLITON WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF SOLITON'S WILLFUL CONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL SOLITON'S AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 20 EUROS.

6. (Assignment)

Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Soliton. To the extent permitted by applicable law, Soliton may

delegate, subcontract or outsource any of its obligations under these Terms to any third party, including its affiliates without Customer's consent.

7. (Confidentiality)

(a) Each of Soliton and Customer shall hold in confidence information disclosed by the other party and identified as confidential at the time of disclosure, which includes, but not limited to, business information and technical information ("**Confidential Information**"), and shall not use, reproduce or disclose to any third party such Confidential Information for any purpose other than these Terms. Notwithstanding the foregoing, Soliton may disclose Customer's Confidential Information to directors, officers and employees of Soliton and its subcontractors to which any of Soliton's obligations under these Terms is delegated in accordance with Section 6 above only to the extent necessary for performing its obligations under these Terms.

(b) Notwithstanding the foregoing, the confidentiality obligations under this Section 7 shall not apply to the following information:

- (i) Information the disclosure of which has been consented to by the disclosing party in writing;
- (ii) Information which is generally known to the public at the time of disclosure;
- (iii) Information which has become generally known to the public without the receiving party's fault;
- (iv) Information which the receiving party may prove has been held by the receiving party before receiving such information from the disclosing party; and
- (v) Information lawfully received from a third party who is authorized to disclose such information without any breach of any confidentiality obligation.

(c) Notwithstanding Section 7(a) and (b) above, each party may disclose Confidential Information if and to the extent that such disclosure is required by law, regulation or the order or judgment of court, government authority a stock exchange; provided that the receiving party shall give prior notice to the disclosing party.

(d) The confidentiality obligations set out in this Section 7 shall survive for five (5) years from the expiration or termination of the Service.

8. (Prohibited Acts)

(a) Customer shall not, and shall not permit any person or entity to, take any of the following acts or any other act that Soliton deems is similar thereto in relation to their use of the Service or permit any person to take any of such acts:

- (i) Modification to, or deletion or destruction of any information or data on the Service System, the Service Software or information on the Service's web administration page;
- (ii) Provision, sale, license, sublicense, publishing, assignment, transfer, distribution, reproduction, lease or rental of the Service Software to any person;

- (iii) Reverse engineering, decompiling or disassembling of the Service Software;
- (iv) Sending or embedding any malicious data, malware, virus or anything similar thereto to the Service System;
- (v) Any use or operation of or any input to the Service System in any manner that is not in consistent with the applicable manuals or Soliton's instructions;
- (vi) Any use of the Service in a manner against the public order;
- (vii) Any act that could harm or adversely affect the Service's, Soliton's or its affiliate's reputation;
- (viii) Any act that defames a third party or violates a third party's privacy;
- (ix) Sending of spams or similar emails;
- (x) Unlawfully uploading or registering any information regarding User, Soliton or Solitons' affiliates onto any website on the Internet using any function of the Service;
- (xi) Making a decision with regard to an individual based solely on automated processing, including profiling, of data collected or generated in connection with the Service which produces legal effects concerning that individual or similarly significantly affects that individual;
- (xii) Any other act that Soliton reasonably considers is inappropriate.

(b) Soliton reserves the right to manage, investigate or review all logs with regard to User's and User's use of the Service for the purposes of monitoring and detecting unauthorized or unlawful use or operation of or access to the Service System or on the Service's web administration page. Soliton may store such logs for the period Soliton considers is necessary; provided that such logs shall not include any information that identifies a particular person.

9. (Personal Data)

Soliton shall process all personal data (as defined in GDPR) collected by Soliton as part of the provision of the Service in accordance with the Data Processing Addendum (the "DPA"). The terms of the DPA, to the extent applicable, are hereby incorporated herein by reference and the parties agree to the terms of the DPA.

10. (Anti-Social Force)

(a) Customer represents and warrants to Soliton that any of Customer, Users or organizations by which any User is employed or otherwise retained, their parent company, subsidiary or other affiliate or their director, officer, employee or major shareholder or investor is not and will not an Anti-Social Force. For the purposes of these Terms, "**Anti-Social Force**" means any of the following: affiliated with an organized crime group, a member (or a quasi-member) of an organized crime group, a company affiliated with an organized crime group, corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, a crime group specialized in intellectual crimes or any other group similar to the foregoing.

(b) If any person or entity listed in Section (a) above is found to be an Anti-Social Force or belong to an Anti-Social Force, Soliton may terminate the Agreement and the Licenses purchased by Customer immediately without giving notice to Customer.

(c) In the event of termination under this Section, Customer shall indemnify Soliton for any losses, damages, liabilities, claims, actions, costs or expenses arising out of or in relation to breach of this Section by Customer.

11. (Miscellaneous)

(a) If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court may modify these Terms so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(b) These Terms, including the DPA, constitutes the sole and entire agreement of the parties to these Terms with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(c) Unless otherwise expressly provided herein, these Terms may only be amended, modified, or supplemented by an agreement in writing signed by each party thereto.

(d) No waiver by any party of any of the provisions of these Terms shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) These Terms and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of Japan, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than Japan.

(f) All disputes, controversies or differences arising out of or in connection with these Terms shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The number of the arbitrators shall be one (1). The arbitral proceedings shall be conducted in English.