



SOFTWARE LICENSE AGREEMENT FOR GAIO PRODUCT AMI (AWS MARKETPLACE BYOL VERSION)

PREMISES

This License Agreement (hereinafter referred to as "this Agreement") is a legal agreement between the Customer (Legal Entity) and GAIO Technology Co., Ltd. (hereinafter referred to as "GAIO") regarding the Amazon Machine Image for GAIO software products (hereinafter referred to as "GAIO Product AMI") published on the Marketplace BYOL of Amazon Web Services (hereinafter referred to as "AWS").

Modified or additional agreements to this Agreement may accompany the GAIO Product AMI. By using the GAIO Product AMI, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the terms of this Agreement, the Customer may not use the GAIO Product AMI and the accompanying documentation.

1. GRANT OF LICENSE

Subject to the Customer's entire compliance with the terms and conditions of this Agreement, GAIO grants the Customer the following rights:

- a. The Customer may set up the GAIO Product AMI on AWS EC2 instances.
- b. The Customer may simultaneously launch the GAIO Product AMI up to the number of licenses permitted as stated in the "License Confirmation" regarding the set-up GAIO Product AMI.
- c. The documentation accompanying the GAIO Product AMI may be referred to solely for the purpose of using the GAIO Product AMI.

2. OPEN SOURCE SOFTWARE (OSS)

Regarding the Open Source Software incorporated in or bundled with the GAIO Product AMI (hereinafter referred to as "the OSS"), the following shall apply:

- a. The Customer shall comply with the license of the OSS.
- b. The Customer shall not make any claims regarding this Agreement against the licensor of the OSS.
- c. GAIO makes no warranty, express or implied, regarding the OSS. *For information regarding the license of the OSS, please refer to the "OSS_LIST.txt" published on the Web page of the GAIO Product AMI.

3. RIGHTS AND OWNERSHIP

GAIO reserves all rights not expressly granted in this Agreement. The GAIO Product AMI is protected by copyright laws, other intellectual property laws, and treaties.

4. RESTRICTIONS OF USAGE

- a. The Customer may not reverse engineer, decompile, or disassemble the GAIO Product AMI.
- b. The Customer may not transfer, rent, lease, or lend the GAIO Product AMI and accompanying documentation to any party other than the Customer, nor may the Customer provide commercial hosting services targeting the GAIO Product AMI.
- c. The Customer must not attempt unauthorized access to internet-based services related to the GAIO Product AMI.

5. ADDITIONAL SOFTWARE AND SERVICES

Any updates, feature additions, or option additions that GAIO provides or makes available to the Customer after the date the Customer originally obtains the GAIO Product AMI shall be subject to this Agreement, unless other terms accompany them.

6. WARRANTY

- a. GAIO warrants that the GAIO Product AMI will operate substantially in accordance with the contents described in the accompanying documentation.
- b. GAIO warrants that the use by the Customer under this Agreement does not infringe upon the rights of others.
- c. Regarding the GAIO Product AMI, the responsibility borne by GAIO shall be limited to this Article, regardless of the legal cause. In addition, GAIO shall not refund any fees paid by the Customer for any reason whatsoever.

7. CONFIDENTIALITY

- a. The Customer acknowledges that the GAIO Product AMI and accompanying documentation are important trade secrets of GAIO, and shall take all necessary measures to prevent the disclosure or leakage of all or part of these to any party other than the Customer.
- b. GAIO and the Customer shall not disclose or leak to any third party the business secrets of the other party obtained in the course of the performance of this Agreement.

8. DAMAGES

GAIO shall not be liable for any damages/losses, etc., incurred by the Customer falling under any of the following items:

- a. Loss or damage of data or programs, lost profits, or loss of opportunity for use.
- b. Derivative or consequential damages/losses.
- c. Damages/losses arising from special circumstances, regardless of whether GAIO could have foreseen them.
- d. All damages/losses in the case where the GAIO Product AMI and accompanying documentation are used in violation of this Agreement.

9. EXPORT REGULATIONS

- a. In the event that GAIO receives an objection from the Japanese government or a foreign government (including agencies equivalent thereto) regarding the fulfillment of all or part of this Agreement, GAIO may notify the Customer in writing without delay and suspend or discontinue the fulfillment of the relevant part, or terminate this Agreement if unavoidable.
- b. GAIO shall not be liable for any damages/losses, etc., incurred by the Customer due to the suspension, discontinuation, or termination prescribed in the preceding paragraph.

- c. In the event that the Customer takes the GAIO Product AMI and the technology related to its use out of Japan or allows non-residents in or outside Japan to use them, the Customer shall perform appropriate procedures based on relevant laws and regulations, such as obtaining export licenses from the Japanese government.
- d. The Customer shall not use the GAIO Product AMI and the technology related to its use for weapons or weapon manufacturing-related purposes.
- e. GAIO shall not be liable for any damages/losses, etc., incurred by the Customer due to acts violating the provisions of Paragraphs c and d of this Article.

10. COMPLIANCE WITH LAWS

- a. The Customer shall comply with all applicable laws, regulations, and ordinances in connection with the use of the GAIO Product AMI.
- b. The Customer represents and warrants that it is not a person or entity subject to any economic or trade sanctions imposed by the Japanese government or other relevant authorities (hereinafter referred to as "Sanctioned Party").
- c. The Customer shall not license, sell, or otherwise provide the GAIO Product AMI to any Sanctioned Party.
- d. If the Customer violates any provision of this Article, GAIO may terminate this Agreement immediately without requiring any procedure such as demand.

11. TERMINATION OF AGREEMENT

This Agreement shall terminate upon the occurrence of Article 9 (Export Regulations), Paragraph a, or when the Customer violates any provision of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by the laws of Japan. In addition, all disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.