

QUICK SERVICES FOR AWS MARKETPLACE ORDER FORM

To QUICK Corp.

Date / / (MM/DD/YYYY)

Corporate Name

Name & Title

Signature

The Subscriber applies for QUICK Services for AWS Marketplace.

The Subscriber agrees to be bound by QUICK SERVICES AGREEMENT FOR AWS MARKETPLACE TERMS AND CONDITIONS and QUICK Agreement.

1. Subscriber Details

Corporate Name	
Corporate Address	
State/Country of Incorporation	
Contact Person	
Department	
E-Mail	
Phone	
Billing Contact Name	
Billing Address	

2. Plan to apply

Subscribe or Trial	
Data items	
Usage Period	
Description of the Use Case	
Remarks	

**QUICK SERVICES AGREEMENT FOR AWS MARKETPLACE
TERMS AND CONDITIONS**

Article 1 Purpose of these Terms and Conditions

QUICK Corp. (“QUICK” hereinafter) will provide Subscriber (defined below) with licenses to receive the information services operated by QUICK (“QUICK Services”) through AWS Services (defined below) under this QUICK SERVICES AGREEMENT FOR AWS MARKETPLACE (“this Agreement” hereinafter).

Article 2 Definitions

The meaning of the following words used in this Agreement shall be as follows:

- (1) “AWS” means Amazon Web Services, Inc.
- (2) “AWS Services” means AWS Marketplace which may be downloaded via Amazon Simple Storage Services.
- (3) “Information” means information on market prices and quotations on securities, bonds, etc.
- (4) “Information Sources” means parties from which QUICK acquires Information.
- (5) “QUICK Agreement” means the agreement on QUICK Services to be executed separately between QUICK and Subscriber.
- (6) “QUICK Services” means the distribution and license of Information, software and support provided by QUICK.
- (7) “Subscriber” means party which receives Services via AWS Services.

Article 3 Conclusion of an Agreement

1. Subscribers shall submit the Application Form to QUICK in order to purchase the license of QUICK Services. Subscriber shall consent to comply with this Agreement and QUICK Agreement.
2. This Agreement shall become effective when QUICK has notified the Subscriber, by email or other means, of its approval of the application described in the preceding paragraph.
3. Concrete conditions of this Agreement, such as Services type, details of Information, term, fees, and payment methods, shall be stipulated in QUICK Agreement.

Article 4 Provision and Utilizing of Services

1. QUICK provides QUICK Services via AWS Services to Subscriber.
2. Subscriber shall utilize QUICK Services only for the purpose of conducting its normal business (except the business on the distribution of the information) and shall not permit a third party to use QUICK Services.

Article 5 Payment of Fees

1. Fees for QUICK Services, payment methods, and related shall be indicated in QUICK Agreement.
2. Subscriber shall pay the fees to QUICK by the payment due date.
3. QUICK may change the fees by giving written notice to Subscriber at least three (3) months in advance of such change.

Article 6 Intellectual Property

1. Subscriber recognizes that any rights including the intellectual property rights to QUICK Services shall vest in QUICK, Information Sources or QUICK's designated and that any provisions of this Agreement shall not be construed as provisions meaning that any or all of such rights is transferred to Subscriber.
2. Subscriber shall not use the trade names or trademarks included in QUICK Services in connection with its trade names, its trademarks or its business.

Article 7 Exemption from Liability

1. Though QUICK endeavors to provide QUICK Services expeditiously and accurately, QUICK shall not be liable for any inaccuracies, unreliabilities, delays, omission etc. in the contents of QUICK Services arising from whatever causes. Subscriber shall not hold Information Sources accountable for any inaccuracies, unreliabilities, delays, omissions etc. in the content of QUICK Services arising from whatever causes.
2. Subscriber shall be responsible for and shall hold QUICK and Information Sources harmless from and against any damage suffered by Subscriber's customers and other third parties in connection with the use of QUICK Services.

Article 8 Term and Termination

1. This Agreement shall become effective on the date designated by QUICK and expire on the date specified in QUICK Agreement.
2. Either party may terminate this Agreement if the other party shall commit any breach of this Agreement, unless such breach shall have been remedied within one (1) month after written notice of termination specifying such breach has been given.
3. Either party may, without prior notice, immediately terminate this Agreement by notifying the other party in writing of termination if either party is subject to public auction or if bankruptcy, composition, or corporate reorganization of the other party is appealed for, or if otherwise the other party's financial standing is, in the judgment of either party, seriously damaged.

4. Notwithstanding the preceding paragraph, the agreement executed between QUICK and AWS on AWS Services is terminated, this Agreement shall be terminated on the same time.

Article 9 Agents

QUICK may entrust to its designated third parties (“Agent”) operations necessary for execution this Agreement.

Article 10 Confidentiality

Either party shall not use for any purpose other than that authorized by this Agreement or divulge to any third party the other party’s technical or business secrets which are disclosed by the other party or which become known to the party in respect of this Agreement. Provided, however, that these obligations shall not apply to any portion of information,

- (1) which is the possession of the receiving party on and before becoming known under this Agreement,
- (2) which is or becomes known to the public through no fault of the receiving party,
- (3) which is known to the receiving party prior to its receipt hereunder,
- (4) which becomes known to the receiving party through disclosure by a third party entitled to disclose it,
- (5) which is developed by or for the receiving party independently of the disclosure hereunder,
- (6) which is demanded to disclose by the authorities.

Article 11 Exclusion of Antisocial Forces

QUICK and Subscriber hereby guarantee that they do not constitute antisocial forces, have no ties to antisocial forces, do not use antisocial forces, and do not impede business operations or make improper demands in the name of antisocial forces, and that their representatives, executives, and others with effective management authority are not members of antisocial forces.

Article 12 Governing Law and Jurisdiction

This Agreement shall be interpreted in accordance with the laws of Japan and the agreed exclusive court of first instance for any disputes regarding this Agreement shall be the Tokyo District Court.

Article 13 Amendment of this Agreement

QUICK may, without the Subscriber’s consent, add provisions to this Agreement or amend or remove existing provisions.

END