

End User License Agreement for Woven City AI Vision Engine

This End User License Agreement (“EULA”) is a legal agreement between (i) you and any entity you represent (collectively “you”) and (ii) Woven by Toyota, Inc. (“WbyT”) (You and WbyT are collectively, the “Parties” and respectively, the “Party”). This EULA governs your rights and obligations regarding the WbyT Software (as defined in Section 1.11).

Notwithstanding the foregoing, any software in the WbyT Software having a separate end user license agreement (including, but not limited to, GNU General Public license and Lesser/Library General Public License) shall be covered by such applicable separate end user license agreement in lieu of the terms of this EULA to the extent required by such separate end user license agreement.

1. Definitions

1. **“Business Customer(s)”** means any entity or organization with legal personality.
2. **“Data Protection Law(s)”** means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation), and Cal. Civ. Code 1798.100 et seq.(California Consumer Privacy Act) (“CCPA”).
3. **“End User Data”** means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by you or your authorized users to or collected, received, transmitted, processed, or stored by you or your authorized users using the WbyT Software in connection with this EULA, or (b) derived from (a). End User Data is your Confidential Information (as defined in Section 13.1).
4. **“End User Material”** means any property, items or materials, including End User Data, furnished by you to WbyT for WbyT’s use in the performance of its obligations under this EULA.
5. **“Intellectual Property”** means any and all intellectual property rights, including, but not limited to, rights in patents, industrial designs, utility models, trademarks, service marks, trade dresses, trade secrets, copyrights, mask-work, and other protecting intangible property or proprietary information recognized by law of any country or jurisdiction throughout the world. **“Intellectual Property Rights”** also include the right to apply for protection under the foregoing rights.
6. **“Licensed Document(s)”** means any document or other material supplied by WbyT other than the Firmware.
7. **“Personal Data”** means information the End User Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other applicable Data Protection Law, such as the CCPA-defined term “Personal Information,” as context requires, to the extent such information forms part of the End User Data.

8. “**Restricted Territory**” means a country/region or territory that is (i) subject to general export, import, finance or investment prohibitions or restrictions under applicable law, including but not limited to the U.S. law or (ii) designated by WhyT at any time.
9. “**Restricted Customer(s)**” means any Business Customer(s) that is (i) belonging to the automotive industry (including, but not limited to, automobile manufacturers or entities engaged in the manufacture and sale of software or applications related to autonomous driving or in-vehicle entertainment system), (ii) listed on the End User List published by Japan’s Ministry of Economy, Trade and Industry, (iii) listed on the Specially Designated Nationals and Blocked Persons List under U.S. OFAC regulations or (iv) subject to general export, import, finance or investment prohibitions or restrictions under applicable laws and regulations.
10. “**WhyT’s Affiliates**” means (i) any entity in which a majority of its outstanding voting stock is owned, directly or indirectly, by WhyT, (ii) any parent company of WhyT and (iii) any entity in which a majority of its outstanding voting stock is owned, directly or indirectly, by a parent company of WhyT.
11. “**WhyT Software**” means the Woven City AI Vision Engine and the Licensed Document(s), including any updates.
12. “**Woven City AI Vision Engine**” means any AI model(s) provided by WhyT.

2. Software License

The WhyT Software is licensed, not sold. The WhyT Software is protected by copyright and other intellectual property laws and international treaties. All right and title in and to the WhyT Software is owned by WhyT (including WhyT’s Affiliates).

3. Grant of License

Subject to the terms and conditions of this EULA, WhyT hereby grants to you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license during the license period(s) of this EULA as follows:

- (i) to install the Woven City AI Vision Engine ; and
- (ii) to use the Licensed Document(s). Use of the Licensed Document(s) shall be limited to the extent necessary for utilizing the Woven City AI Vision Engine and the purpose as set forth in Subsection (i) above (the “Purpose”)

4. Intellectual Property Right

1. Any and all Intellectual Property Right in and to the WhyT Software (including any copies and reproductions thereof) are owned by WhyT (including WhyT’s Affiliates; the same shall apply hereafter in this Article.). Except as expressly granted herein, nothing contained in this EULA shall be construed as granting or conferring any right or license, by implication, estoppel or otherwise, under any patent, copyright, know-how or any other intellectual property rights of WhyT, and all such rights are expressly reserved by WhyT.
2. If you provide to WhyT feedback or suggestions regarding the WhyT or modification thereof (“**Feedback**”), then you grant WhyT a transferable, non-exclusive, worldwide, royalty-free, fully paid-up, perpetual license with right to sublicense to use and

incorporate the Feedback (including your background intellectual property rights contained in the Feedback to the extent necessary for the use and incorporation of such Feedback) into the WbyT Software and other products of WbyT, its parent and affiliated companies, and to reproduce, distribute and otherwise exploit such products in any medium.

5. Requirements And Limitations

1. You must not attempt, perform, or assist or encourage third parties to attempt or perform any of the restricted activities set forth in this EULA or the following actions:
 - (i) Except to the extent that such restrictions are prohibited by law, decompile, disassemble, reverse engineer, or analyze the WbyT Software or any other similar act thereon (including disassembling or circumventing content protection, access control, or any other function, as well as intentionally making use of a defect in the WbyT Software);
 - (ii) Violate this EULA;
 - (iii) Intentionally analyze or restore the network structure by inferring AI and analyzing the output in relation to the input; restoring information that includes learning data or restoring learning-use parameters; or divulging any of those;
 - (iv) Access or use any portion of the WbyT Software by unauthorized means;
 - (v) Accessing the source code or machine-learning processes of the WbyT Software;
 - (vi) Modifying all or any portion of the WbyT Software;
 - (vii) Use of open-source software (including software licensed based on a GPL, LGPL, or Apache License) in a manner that would (a) create an obligation to disclose or distribute source code of all or part of the WbyT Software or of any derivative thereof; (b) restrict the exercising of rights relating to the WbyT Software by WbyT; or (c) cause all or a part of the WbyT Software to be affected by the licensing conditions applicable to the open-source software;
 - (viii) Reproduce, duplicate, copy, sell, resell or exploit any portion of the WbyT Software without WbyT's express written permission;
 - (ix) Distribute or sell (or making a proposal to distribute or sell) any portion of the WbyT Software;
 - (x) Use any portion of the WbyT Software in a manner that breaches any matter stated in a manual or any other WbyT provided documentation;
 - (xi) Provide WbyT with Personal Data except as expressly requested by WbyT in writing;
 - (xii) Use the WbyT Software that infringes, misappropriates or violates any Intellectual Property Rights, any other law, an agreement executed with a third party, or the Intellectual Property Rights of any third party, in any manner;
 - (xiii) Use the WbyT Software for a criminal purpose;
 - (xiv) Infringe on rights or legally protected interests of WbyT or of a third party (including the Intellectual Property Rights, trade secrets, reputation, privacy, image rights, publicity rights, and ownership rights);

- (xv) Impersonate any person or entity, including you or any of WbyT's employees, whether through false association with us, by fraudulently misrepresenting your identity or purpose, or otherwise;
 - (xvi) Use WbyT servers for any form of excessive automated bulk activity, place undue burden on WbyT servers through automated means, or relay any form of unsolicited advertising or solicitation through WbyT servers;
 - (xvii) Misuse any Personal Data of a third party; or
 - (xviii) Extract any information from the WbyT Software via automated process, including by bot, web crawler, scraping, or attempting any other data mining or similar extraction methods.
2. You represent and warrant that the WbyT Software will not be used to design, develop, manufacture, modify, use, or store Arms and that no actions will be taken that might cause a breach of trade control or economic sanctions implemented by the United Nations, Japan, the USA, the European Union, or any other country or region under jurisdiction thereof. "**Arms**" means products, software, technologies, or services designed for combat attack (i.e., killing or destruction) or that could be diverted and employed for combat attack, including parts, accessories and/or software specially designed for any such products, software, technologies or services. Arms include (a) any types of guns (including hunting guns and sport guns) and any telescopic sights for any such guns, (b) tanks, battleships, submarines and fighters (including attack helicopters), (c) explosives, (d) biological or chemical weapons, (e) missiles, (f) unmanned aerial vehicles equipped with offensive weapons (including dissemination feature of biological or chemical weapons), and (g) devices or programs specially designed for guidance or attitude control of the items described above.
 3. You represent and warrant that the WbyT Software will not be used to design, develop, manufacture, or modify products or services used by Government Entities for the purpose of Law Enforcement, either directly or indirectly through third parties. "**Law Enforcement**" means the enforcement of the laws in any jurisdiction such as the powers for intrusive search, seizure, arrest, detention, rehabilitation, and/or punishing of the subjects suspected of violating laws and regulations. This does not include limited use cases, such as finding missing children and seniors, verifying identities for the purpose of accessing buildings, checking passports at border control, or logging into electronic devices. "**Government entities**" include national and local police, military police, prosecutors, and intelligence agencies.
 4. The WbyT Software will not be offered in any Restricted Territory. You may not access or use the WbyT Software if you are located or registered in the Restricted Territory.
 5. The WbyT Software will not be offered to any Restricted Customer(s).
 6. You represent and warrant to WbyT that you (a) ensure that the product or service you develop, use, offer as a service or distribute meets the legal and ethical requirements of the relevant industry or use case, (b) take reasonable measures to address unintended bias and to mitigate harm to others, including underrepresented or vulnerable groups, and (c) inform users of the nature and limitations of the product or service.
 7. You shall not use the WbyT Software in connection with violation of laws, regulations, court decisions or other legally binding dispositions by a public authority or public policy, or infringement of the rights or legally protected interests (including, but not limited to, intellectual and other property rights, rights to trade secrets, honors, privacy and publicity) of WbyT or any other third parties.
 8. WbyT may update the WbyT Software for the purpose of correcting errors or improving functions, etc. You shall use the latest version of the WbyT Software.

9. You may make a third party use the WbyT Software to the extent necessary for the Purpose of this EULA. In such case, you shall cause such third party to be bound by the obligations no less restrictive than those of you under this EULA. You acknowledge that any violation of this EULA by such third party is deemed your violation and you shall be responsible for compensating WbyT for any damages caused by such violation.
10. You shall not modify or utilize the WbyT Software for the purpose of any AI systems or practices that fall under the following categories (as may be updated from time to time by WbyT in its sole discretion).
 - (i) “prohibited AI Practices” and/or “high-risk AI systems” as defined under the EU Artificial Intelligence Act (REGULATION (EU) 2024/1689).
 - (ii) “high-risk artificial intelligence system” as defined under Senate Bill 24-205, titled “An act concerning consumer protections in interactions with artificial intelligence systems” enacted by the State of Colorado (the Colorado Artificial Intelligence Act).
 - (iii) “High-risk artificial intelligence system” as defined under House Bill 149, titled “Texas Responsible Artificial Intelligence Governance Act,” enacted by the State of Texas.
 - (iv) any artificial intelligence systems or practices considered to be “high-risk”, “automated decision making with legal effect” or otherwise subject to comparable regulatory obligations under laws or regulations in addition to those set forth in items (i) through (iii).
11. You shall not allow the use of the WbyT Software to any Restricted Customer(s).

6. Warranty

1. THE WBYT SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY, DUTY OR CONDITION OF ANY KIND. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE WBYT SOFTWARE IS AT YOUR SOLE RISK AND THAT YOU ARE RESPONSIBLE FOR USE OF THE WBYT SOFTWARE. WBYT EXPRESSLY DISCLAIM ALL WARRANTIES, DUTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WBYT DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS (A) THAT THE FUNCTIONS CONTAINED IN ANY OF THE WBYT SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE UPDATED, (B) THAT THE OPERATION OF ANY OF THE WBYT SOFTWARE WILL BE CORRECT OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED, (C) THAT THE WBYT SOFTWARE WILL NOT DAMAGE ANY OTHER SOFTWARE, HARDWARE OR DATA, (D) THAT ANY SOFTWARE OR PRODUCTS (OTHER THAN THE SOFTWARE) UPON WHICH THE WBYT SOFTWARE’S PERFORMANCE DEPENDS WILL CONTINUE TO BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE OR UNMODIFIED, (E) THAT THE SOFTWARE OR ANY EQUIPMENT OR SYSTEM ON WHICH THE WBYT SOFTWARE IS USED (INCLUDING THE DEVICE) WILL BE FREE OF

VULNERABILITY TO INTRUSION OR ATTACK AND (F) REGARDING THE USE OR THE RESULTS OF THE USE OF THE WBYT SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT WBYT WILL NOT PROVIDE ANY SUPPORT, INCLUDING, BUT NOT LIMITED TO, ANY TECHNICAL SUPPORT, RELATED TO THE WBYT SOFTWARE.

2. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WBYT OR AN AUTHORIZED REPRESENTATIVE OF WBYT SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF ANY PROVISION OF THIS EULA. SHOULD THE WBYT SOFTWARE PROVE DEFECTIVE YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE CONTRARY TO APPLICABLE LAW OF YOUR JURISDICTION.
4. WBYT DOES NOT WARRANT THE ACCURACY OR CONTENT OF THE WOVEN CITY AI VISION ENGINE OR ANY INFORMATION PROVIDED BY WBYT RELATED TO THE WOVEN CITY AI VISION ENGINE. ALL SUCH INFORMATION SHOULD BE USED WITH THE UNDERSTANDING THAT THE PERFORMANCE OF THE WOVEN CITY AI VISION ENGINE MAY CHANGE DUE TO RETRAINING OR CONVERSION. FURTHER, WBYT DOES NOT WARRANT THAT THE WOVEN CITY AI VISION ENGINE DO NOT BREACH ANY LAWS OR REGULATIONS OR THAT THE WOVEN CITY AI VISION ENGINE DO NOT VIOLATE, INFRINGE ON, OR MISAPPROPRIATE ANY THIRD PARTY'S RIGHTS.
5. WBYT PROVIDES THE WBYT SOFTWARE TO THE BUSINESS CUSTOMERS. THE WBYT SOFTWARE IS DESIGNED FOR THE BUSINESS CUSTOMERS AND THEIR REPRESENTATIVES. WBYT DOES NOT OFFER THE WBYT SOFTWARE FOR USE BY INDIVIDUALS FOR THEIR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

7. High Risk Activities

The WbyT Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the WbyT Software could lead to death, personal injury, or severe physical or environmental damage (“**High Risk Activities**”). You must not use the WbyT Software to attempt, perform, or assist or encourage third parties to attempt or perform High Risk Activities. WbyT and WbyT Affiliates specifically disclaim any express or implied warranty, duty or condition of fitness for High Risk Activities.

8. Indemnification Disclaimer

YOU ACKNOWLEDGE AND AGREE THAT WBYT WILL NOT BE LIABLE FOR AND WILL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD-PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR USE OR DISTRIBUTION OF THE WBYT SOFTWARE, OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE WBYT SOFTWARE.

9. Limitation of Liability

1. WBYT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY RELATED TO THE WBYT SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE WBYT SOFTWARE OR ANY ASSOCIATED HARDWARE, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
2. WBYT'S AGGREGATE LIABILITY IN CONTRACT (INCLUDING LIABILITY FOR BREACH), TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE LICENSED AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID TO WBYT FOR THE WBYT SOFTWARE DURING THE 6 MONTHS BEFORE THE LIABILITY AROSE.
3. SOME JURISDICTIONS DO NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE CONTRARY TO APPLICABLE LAW OF YOUR JURISDICTION.

10. Indemnity

Except as prohibited by applicable law, you agree to indemnify and hold harmless WbyT and WbyT's Affiliates, officers and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the WbyT Software (including, without limitation, any software vulnerability caused by such use), your violation of this EULA or your failure to fulfill your responsibility under this EULA.

11. Equitable Remedies

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to WbyT, for which monetary damages would be inadequate, and you consent to WbyT obtaining any injunctive or equitable relief that WbyT deems necessary or appropriate in such circumstances. WbyT may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the WbyT Software, if WbyT believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies WbyT may have at law, in equity or under contract.

12. Trademarks

WOVEN CITY and the logo of WOVEN CITY are registered trademarks or trademarks of Toyota Motor Corporation or affiliate companies thereof, and shall not be used in any manner without the prior written consent of WbyT, where such consent may be withheld for any or no reason.

13. Confidentiality

1. “**Confidential Information**” means any nonpublic information directly or indirectly disclosed by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or accessible to the Receiving Party pursuant to this EULA that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this EULA and without use of or reference to the Disclosing Party’s Confidential Information or proprietary rights. Except for rights expressly granted in this EULA, each Party reserves all rights in and to its Confidential Information. The Parties agree that the WhyT Software is Confidential Information of WhyT.
2. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 13. Except as otherwise permitted under this EULA, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this EULA. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party’s Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.
3. If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party’s obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if you are a Government Entity, you will comply with all Laws applicable to it with respect to disclosure of public information.

14. End User Data and End User Materials

1. You are and will continue to be the sole and exclusive owner of all End User Materials, End User Data and other Confidential Information of you, including all proprietary rights therein. Nothing in this EULA will be construed or interpreted as granting to WhyT any rights of ownership or any other proprietary rights in or to the End User Data and End User Materials.
2. You represent and warrant to WhyT that you have or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide End User Data to WhyT and for WhyT to use End User Data in the performance of its obligations in accordance with the terms and condition of this EULA, including any access or transmission to third parties with whom you share or permits access to End User Data.
3. The Parties agree that End User Data and End User Materials are your Confidential Information. you hereby grant to WhyT a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 21.4), revocable license, under all proprietary rights, to reproduce and use End User Materials and End User Data solely for the purpose of, and to the extent necessary for, performing WhyT's obligations under this EULA. Except as otherwise permitted under Section 17.2 in no event will WhyT access, use or disclose to any third party any End User Data or any End User Materials for any purpose whatsoever other than as necessary for the purpose of providing the WhyT Software to you and performing its obligations under this EULA. WhyT will not aggregate, anonymize or create any data derivatives of End User Data other than as necessary to provide the WhyT Software and to perform its obligations in accordance with the terms and conditions of this EULA.
4. You will have full access to, and have the right to review and retain, the entirety of End User Data contained in the Product. At no time will any computer or electronic records containing End User Data be stored or held in a form or manner not readily accessible to you through the ordinary operation of the product, except for backups of End User Data stored and/or maintained at your direction or in accordance with the Licensed Document(s) and privacy and security terms. WhyT will provide to you all passwords, codes, comments, Keys and other documentation necessary for such access and use of the WhyT Software, and you will be entitled to delete, or have WhyT delete, End User Data as expressly specified by you.

15. System Data

To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with you, your affiliates, your authorized users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of you or any device as originating through or interacting with you or your affiliates ("**Identifiable System Data**"), WhyT may only collect and use Identifiable System Data internally to administer, provide and improve the product and services as a generally available service offering, to identify opportunities for you to optimize its use of the product, including the provision of additional training, and to identify to you complementary uses of WhyT's other products and services. WhyT will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, you and your affiliates, their businesses, operations, finances, your authorized users, customers, prospective customers, suppliers or other persons interacting with you and your affiliates. WhyT will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with you or any of your affiliates or the intended recipient being in same industry or market as you or any of your affiliates. WhyT will

not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

16. Use of Other Data

Notwithstanding the foregoing, nothing in this EULA will restrict: (a) WbyT's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) you, your affiliates, your authorized users, customers, suppliers or other persons interacting with you and your affiliates or any Confidential Information of you, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the product as originating through you or your affiliates or interacting with you or your affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this EULA.

17. Data Protection Legislation

1. Each Party will comply with applicable Data Protection Laws, and any implementations of such laws, applicable to its performance under this EULA. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.
2. Without limiting the generality of the foregoing, if WbyT is collecting or furnishing Personal Data to you or if WbyT is processing Personal Data on behalf of you, then WbyT and you and/or their affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law. For the avoidance of doubt, no Personal Data should be processed or transferred under this EULA without privacy and security terms necessary for compliance with applicable Data Protection Law. In addition, WbyT may, subject to your or your authorized users' prior informed consent under a separate privacy notice or agreement, collect Personal Data directly from you or your authorized users and process such Personal Data for WbyT's own legitimate business purposes.

18. License Period(s) and Termination

1. The license period(s) of this EULA shall be the period WbyT designates separately.
2. Without prejudice any other rights, WbyT may suspend your access or use of the WbyT Software and/or terminate this EULA in the event that (1) you fail to comply with the terms and conditions of this EULA and cannot cure such failure within thirty (30) days after you are notified by WbyT of such failure, (2) you claim or assert that the WbyT Software infringe your or any other third party's intellectual property, including but not limited to patent right, (3) you are adjudicated a bankrupt, makes an assignment for the benefit of creditors, takes advantages of any insolvency act, is the subject of a case for

its liquidation or reorganization under any law, stops or suspends payments to its creditors generally, and/or seek to enter into any composition or other arrangement with its creditors, or (4) creditor takes possession of all or any part of the business or assets of you, or any execution or other legal process is enforced against the business or any substantial assets of you. Notwithstanding the foregoing, WbyT may terminate this EULA immediately when you violate Sections 4, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10, 5.11, 10, 12, 13, 14.2, 17.1 or 19 of this EULA.

3. In the event that WbyT has reasonable cause to believe that you have or may have violated, or threatened to violate Sections 3.2, 4, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.9, 5.10, 5.11, 10, 12, 13, 14.2, 17.1 or 19 of this EULA, you shall, upon WbyT's request, provide WbyT with all the requested information concerning the use of the WbyT Software orally and/or in writing as instructed by WbyT, and WbyT may, at its sole discretion, without any penalty or liability, immediately suspend your access or use of the WbyT Software and any transactions related to the WbyT Software and performance of any obligation associated or derived from the transaction and withhold them pending clarification to WbyT's reasonable satisfaction that no such violation has occurred. If you have violated such Sections of this EULA, WbyT has the right to immediately terminate this EULA and any and all transactions with you related to the WbyT Software without any penalty or liability.
4. In case of termination of this EULA, you must: (i) cease all use, and destroy any copies, reproductions, and all component parts of the WbyT Software; (ii) comply with the requirements in the Section 19 below entitled "Your Responsibilities." The provisions of Sections 1, 2, 4, 5.9, 6 through 17, 18.4, 19, 20 and 21 shall survive termination or expiry of this EULA.

19. Compliances with Laws and Regulations

1. You shall comply with all applicable laws and regulations in its performance under this EULA, including but not limited to: (i) all applicable anti-terrorism laws and regulations or laws and regulations related to economic sanctions implemented in Japan, China, the United States, the United Kingdom, the European Union, Switzerland, the United Nations, or any other laws and regulations related to economic sanctions that are applicable to you, and not to use, or authorize the use of the WbyT Software to a prohibited country or otherwise in violation of any such restrictions or regulations. The fact that you have performed sufficient due diligence in accordance with this Section will not exempt your liability caused by non-compliance with any applicable law, and you assume all liabilities arising from any such non-compliance as long as it relates to the use of the WbyT Software by you in accordance with Section 3.
2. In order for WbyT to confirm that the obligations of you set forth in Section 19.1 and each item of Section 5 have been complied with, you shall promptly provide WbyT, upon WbyT's request, any related information.

20. Your Responsibilities

Upon any termination or expiry of this EULA, you will immediately discontinue any use of the WbyT Software, all copies, reproductions and all component parts thereof and return thereof to WbyT and/or, if WbyT so request, destroy any or all copies, reproductions and all component parts thereof, if any, in accordance with WbyT's request and provide WbyT with a written certification of such destruction or erasure.

21. Miscellaneous

1. This EULA and any dispute arising out of or in connection with this EULA will be governed in all respects by the laws of Japan without reference to any choice or conflict of laws principles.
2. This EULA and all documents contemplated or specified herein supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, and contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.
3. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, earthquake, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and not caused by the negligence of the non-performing Party.
4. Neither this EULA nor any right, interest or obligation hereunder may be assigned by any Party hereto without the prior written consent of the other Party hereto and any attempt to do so will be void.
5. Prior to initiating any legal action or attempting to enforce any rights or remedies arising out of or in connection with this EULA, the Parties shall attempt in good faith to resolve such dispute by mutual agreement through negotiation, if it is not resolved in the ordinary course of business, by their representatives who are at a higher level of management than those involved in the day to day administration of the business operations relating to this EULA.
6. Any dispute arising out of or in connection with this EULA, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by The Japan Commercial Arbitration Association (“JCAA”) in accordance with the Commercial Arbitration Rules of JCAA for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be English. There shall be three (3) arbitrators, one selected by the initiating party in the request for arbitration, the second selected by the other party within thirty (30) days of receipt of the request for arbitration, and the third, who shall act as chairperson or presiding arbitrator, selected by the two parties within thirty (30) days of the selection of the second arbitrator. If any arbitrators are not selected within these time periods, the institution shall make the selection(s). If replacement of an arbitrator becomes necessary, replacement shall be done by the same method(s) as above. The arbitral tribunal may include in its award an allocation to any party of such costs and expenses, including lawyers’ fees and costs and expenses of experts and witnesses, as the arbitral tribunal shall deem reasonable. Any award of the arbitral tribunal shall be final and binding on the parties. The parties undertake to comply fully and promptly with any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made. Each party has the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.