

End User License Agreement

This agreement has been translated into English. If there is a discrepancy in the translated content, the Japanese version on URL as below will take precedence.

https://go.insight-tec.com/iti_product_eula_jp

1. Purpose and definition

1. This program license agreement (hereinafter referred to as "this Agreement") is a contract between a customer (hereinafter referred to as "Corporation") and Insight Corporation ("Insight") It specifies the terms and conditions of the program.
2. "Contract program" refers to all or a part of the computer program written in the form of provided software, including the latest versions thereof, and tangible objects such as related materials, documents, printed matter and the like." .
3. "Designated device" refers to the computer system shown.

2. Usage right

1. As a licensee of the contract program, Insight grants non-transferable right (hereinafter referred to as "Usage right") using the contract program non-exclusively to a corporation.
2. The corporation can use the contract program only after Insight delivers this Agreement to a corporation, for example by paying a predetermined license fee.
3. The corporation can use the contract program only for the designated equipment for its own work. However, it is assumed that the designated device has the operating environment requested by the contract program.
4. In addition to what is stipulated in other parts of this Agreement, the corporation shall not perform the acts specified below.
 - (1). To transfer, rent, lease, sell, and re-license the contract program to a third party.
 - (2). Reverse engineering, decompiling and disassembling the contract program.
 - (3). Use the contract program for commercially based timesharing or for third-party training.
 - (4). Modify, modify, change and translate the contract program without prior written permission by insight.
 - (5). Make copies of the contract program, except as provided in Article 3 of this Agreement.
5. The corporation allows Insight to enter the corporate building within business hours to confirm the performance conditions of this Agreement and the status of the contract program. In cases where the corporation has a violation of this Agreement and the damage is not recovered by monetary damages, Insight may request the court to stop the acts of the corporation without giving up other rights.

6. License fee and settlement method shall be determined separately between the parties (or the designated agency of Insight).

3. Replication

The corporation can replicate only one copy of the contract program for backup to designated equipment. However, contract programs provided in print forms such as documents and printed materials among contract programs should not be replicated or duplicated. When a corporation needs to add a contract program in these printing forms, the corporation purchases from Insight again.

4. Attribution of rights

1. All intellectual property rights including copyright and industrial property rights of the contract program belong exclusively to Insight. The corporation acquires only the right described in Article 2 of this contract and does not acquire other rights (copyright or other rights etc.)
2. The corporation can not change, eliminate or amend any indication or notice on rights, such as patent rights, patent application rights, copyright, trademark rights etc. made on the contract program.

5. Confidentiality preservation

1. The corporation recognizes, acknowledges that the contract program and all the products or materials delivered to other corporations are trade secrets and other confidential information. The corporation shall not disclose confidential information on these materials and financial, statistical, business, technical, internal, exclusive copyright of insight to any third parties.
2. The corporation specifies the employee of the corporation permitting the use or handling of the contract program and the third party under the management responsibility of the corporation and makes appropriate measures to comply with the terms of use of the contract program and the confidential preservation of the preceding paragraph Must.

6. Warranty

1. Insight delivers the contract program as it is, and even if there is a defect in the contract program, it does not respond to returned goods and exchange.
2. otwithstanding the preceding paragraph, if defects attributable to Insight responsibility are found in the contract program within 15 days after delivery of the contract program by Insight and Insight receives such notice within the period, Implement any of the matters specified below at no charge.

- (1). Repair or exchange defects in the media of the contract program.
- (2). For contract program malfunction, repair it so that it has the function described on the related document or document.
3. If there is no notification from the corporation within the period of paragraph 2 of this Article, Insight will not bear any responsibility for the defect after that.
4. Insight does not guarantee that the contract program will run without any defects or interruption and will not guarantee to correct all of the defects.
5. Insight does not make any warranties, including express or implied, that the contract program is market compliant and that it meets the specific purpose of the corporation.
6. The warranty under paragraph 2 of this Article shall not apply to defects resulting from the following items.
 - (1). A person other than Insight makes a change to the contract program without the consent of Insight.
 - (2). When the corporation is caused by combining a contract program with other products.
 - (3). When the corporation deviates from the proper use method described in the contract program specification.
 - (4). When caused by designated equipment, peripheral equipment, location and environment (including power supply) that activates the contract program.
7. The matters described in this section are all warranties for Insight 's corporation in the event of a defect in the contract program, and Insight assumes no responsibility beyond those specified in this section.

7. Infringement of copyright etc.

1. In the unlikely event that there is a complaint that the contract program infringes a patent right, copyright, trade secret or other intellectual property right of a third party, the corporation immediately notifies Insight to that effect. The corporation considers Insight to be able to consider defense policy and settlement negotiations and cooperates in defense Insight.
2. In the case where there is a complaint under the preceding paragraph or when it is likely to be acceptable, Insight may continue, change or replace the license of the contract program with the corporation.
3. If Insight decides that alternative means such as change or replacement can not be obtained, the corporation shall return the contract program immediately in accordance with Insight's notice and Insight shall record the contract in the corporation of the contract program based on fair accounting standard Return the money up to the amount equivalent to the carrying value. However, Complaints caused by a change by a corporate entity of the contract program, and products or data provided by designated equipment or insight. Insight is not responsible for any complaints

resulting from the combination, operation, or use of anything other than equipment.

4. The matters described in this section are all warranties for Insight 's corporation in the event of a complaint of infringement of the contract program, and Insight assumes no responsibility beyond what is specified in this section.

8. Modification of designated equipment and change of installation location

When the corporation modifies a designated equipment or changes its system configuration or changes the installation location by linking with another system or the like, it is a maintenance support (maintenance) contract period and the same purpose use system Insight may permit continued application of this Agreement only if it is used continuously. The corporation must inform Insight in advance in writing and receive reissue of the program / user certificate from insight.

9. Maintenance support

1. Where the corporation wishes to conclude a maintenance support agreement with an authorized insight or Insight agent with respect to the contract program, the date of permission to use the contract program is set as the maintenance support start date, and Insight or in accordance with the procedures prescribed by the authorized site of the site, a predetermined fee shall be paid.

2. In cases where the corporation cancels a contract concerning maintenance support of the contract program and then wishes to re-contract the same contract, it shall contract in accordance with procedures prescribed for Insight retroactively at the time of cancellation, shall pay a prescribed fee and expenses.

10. Stopping and revoking of usage rights

When the corporation falls under any of the following items, Insight may Suspend and terminate the right of use immediately without giving any notice, or may terminate this Agreement.

(1). When if it does not oblige this obligation under this contract and violates any other contract and does not rectify this even if you receive a request for 14th from the other party.

(2). When it dishonored a self-addressed bill or check, other payment stops, falls into a state of insolvency.

(3). When there is a petition for bankruptcy / civil rehabilitation proceedings, company reorganization proceedings.

(4). When we receive seizure, compulsory execution, preservation disposition etc. from a third party.

(5). When the abolition, suspension or dismissal of sales has occurred.

(6). Cancellation of business permission by regulatory authorities, suspension or other reasons that it is deemed difficult to cover this contract.

11. Force majeure and export prohibition

1. In the event that Insight's performance of this Agreement is hindered by emergency situations such as government regulation, war, civil disturbance, or natural disasters such as earthquakes, typhoons, floods, and other events that can not be attributed to fire or any other party's responsibility, We are not responsible for that.

2. The corporation shall not export the contract program directly or indirectly outside Japan unless it obtains the prior consent of the insight in writing, and it shall not be used outside Japan.

12. Validity period and Closing

1. The usage rights of the corporation enters into effect under the signature or seal of Insight of this Agreement. When the corporation stops using the designated equipment and the contract program or the usage rights of the corporation expire under Article 10 of this Agreement, the validity period will conclude.

2. In the event that the term of validity has expired, all rights granted to the corporation shall be extinguished or returned to insight, and the corporation will immediately pay all the obligations that occurred before the termination of the term of validity to Insight. In addition, the corporation shall return all of the contract program (including its copy) to Insight or disposal within 10 days from the date of termination of the validity period and prove to that effect in writing to Insight.

3. After the conclusion of this Agreement, the rights and obligations of the parties are terminated, except for Sections 1, 4, 5, 6, 7, 12, 14, 16.

13. Advantage of this Agreement

This Agreement includes all agreements on the terms of the agreement such as the rights, obligations and responsibilities of both parties concerning the licensing of the Contract Program. It can not be canceled, changed, transferred, or destroyed, except for documents with the signature or seal of official responsible persons of the parties concerned.

14. Limitation of Liability

Regardless of complaints concerning the contract program and this agreement, the contents of the request is anything such as contract liability, tort liability, etc., the responsibility the insight owes the corporation always means that the license fee received by the insider from the corporation (or designated agent of a corporation) the

total amount is the upper limit. This liability limitation provision shall be valid even if other provisions of this Agreement are not complied with or not valid.

In any case, Insight shall not be held responsible for any indirect, incidental, incidental or consequential damages or lost profits arising in the juridical person.

15. Restriction on Transfer, etc.

The parties shall not transfer the contractual status of this Agreement and transfer all or part of the rights and obligations under this Agreement unless obtain prior written consent from the other party.

16. Consultation

In case of any doubts or disputes arising in this Agreement or interpretation of this Agreement Matters, the parties shall resolve in consultation pursuant to the principle of faithfulness and integrity, Exclusive agreement of the trial Court of competent jurisdiction shall be the Tokyo District Court.

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