mijin Terms & Conditions

This Software License Agreement ("Agreement") is a binding legal contract between the entity identified below ("Customer") and Tech Bureau Holdings, Corp. ("TBHD") .

1. Term

This Agreement will become effective on the last signature date below (the "Effective Date") and continue thereafter as provided below. If the license being granted is perpetual, as specified in Exhibit A, this Agreement will remain in effect until terminated according to its terms. If the license being granted is for a specified term, the initial term of the license will be specified in Exhibit A (the "Initial Term"). Following the conditions prescribed in 'mijin Catapult (v.2) Enterprise (the "Software") identified in Exhibit A, the Agreement and license shall be terminated or suspended. The duration of the license and this Agreement will be as set forth above (the "Term").

2. Software License

TBHD grants Customer a non-exclusive, non-transferable license during the Term to use the Software for Customer's internal use only. Customer's End Users, as defined below, may use the Software solely for Customer's internal use. In addition to the foregoing, TBHD will furnish the installation and configuration services, if any, expressly identified in Exhibit A. For purposes of this Agreement, "End Users" means Customer's employees, contractors and representatives who are authorized to access the Software on Customer's behalf. No third-party End User may be a competitor of TBHD with regard to the Software. The term "Software" includes any enhancements, new release, and bug fixes furnished by TBHD as part of maintenance and support services, as more fully described in Section 7.

3. Third Party Software

To the extent any software licensed from third parties, including open source software, (collectively, "Third Party Software") is provided with or embedded in the Software, Customer shall comply with the terms and conditions of the applicable third-party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are provided in a license file accompanying the Software. Customer's use of the Software shall be deemed acceptance of the third-party licenses. TBHD MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND BY LICENSOR. IN NO EVENT WILL TBHD BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF TBHD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

4. Restrictions

Customer and its End Users may only use the Software as described in this Agreement and in the then current documentation made generally available by TBHD to its customers regarding the Software (the "Documentation"). Customer is responsible for ensuring that (i) its End Users shall comply with all relevant terms of this Agreement and (ii) any failure by End Uses to comply shall constitute a breach by Customer. Except as expressly authorized by this Agreement, Customer will not, and will not allow any End User or other third party to, (i) permit any third party to access or use the Software other than an End User; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Software, except to the extent expressly permitted by applicable law; (iii) use the Software or any TBHD Confidential Information to develop a competing product or service; (iv) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof, in violation of any export control laws or regulations administered by the U.S. Department of Commerce or any other government agency; or (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Software, including any screen displays, etc., or any other products or materials provided by TBHD hereunder. Under no circumstances will TBHD be liable or responsible for any use, or any results obtained by the use, of the Software in conjunction with any services, software, or hardware that are not provided by TBHD. All such use will be at Customer's sole risk and liability.

5. Proprietary Rights

Customer acknowledges and agrees that (i) the Software is protected by intellectual property rights, as applicable, of TBHD and its vendors/licensors and that Customer has no right to transfer or reproduce any Software or prepare any derivative works with respect to, or disclose Confidential Information (as defined in Section 13 (Confidentiality)) pertaining to, any Software and (ii) that TBHD owns all right, title, and interest in and to the Software, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and "know-how" embodying the Software. Under no circumstances will Customer be deemed to receive title to any portion of the Software, title to which at all times will vest exclusively in TBHD. This is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code or Section 15 of the Japanese Copyright Act. Customer will preserve all Software from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by TBHD to Customer in connection with this Agreement to contest the validity of any intellectual property rights of TBHD or its licensors. Any such use of TBHD's Confidential Information will constitute a material, non-curable breach of this Agreement.

6. Feedback

Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to TBHD with respect to its products and services, including the Software. Feedback is voluntary. TBHD may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the

Feedback, Customer grants TBHD an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with TBHD's business, including the enhancement of the Software.

7. Support and Maintenance

In addition to the support terms provided in Exhibit A, if any, the terms of this Section shall apply. However, Customer shall not be entitled to receive updates or new releases that include new or different functionality for which TBHD imposes an additional charge to its customers. Such new or different functionality may be purchased by Customer, in its discretion, at TBHD's then current pricing. TBHD will use commercially reasonable efforts to correct reproducible failures of the Software to perform in substantial accordance with their then current Documentation.

8. Fees

Customer shall pay TBHD the fees prescribed in the Software. The payment, cancellation, refund, and any other fees must follow the condition prescribed in the Software as well as in AWS Market Place.

9. Taxes.

In addition to any other payments due under this Agreement, Customer agrees to pay, indemnify and hold TBHD harmless from any sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the performance of the Software under this Agreement; excluding, however, income taxes on profits which may be levied against TBHD.

10. Warranties

10.1 Customer Warranty. Customer represents and warrants that (a) it has full power, capacity, and authority to enter into this Agreement; and (b) its use of the Software will be in compliance with all applicable law.

10.2 TBHD Warranty. TBHD represents and warrants (i) the Software will substantially comply with the Documentation for a period of ninety (90) days from initial use of the Software by Customer; (ii) it shall use commercially reasonable efforts to screen the Software at the time of delivery to Customer for viruses, Trojan horses, worms, and other similar intentionally harmful or destructive code; and (iii) it shall comply with applicable law in performing this Agreement. In the event of a breach of the warranty in Section 10.2, TBHD's sole and exclusive liability and Customer's sole and exclusive remedy will be to use reasonable efforts to correct the non-conformance. In the event TBHD is unable through reasonable efforts to correct the defective Software within thirty (30) days from receipt of notice from Customer of the breach, Customer may elect to terminate this Agreement and, if,

any pre-paid, unused recurring fees for the non-conforming Software exists, a refund may occur following the conditions prescribed in the Software and AWS Market Place.

10.3. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 10.2 (TBHD WARRANTY), THE SOFTWARE, DOCUMENTATION, MAINTENANCE AND SUPPORT SERVICES, AND ANY OTHER SERVICES HEREUNDER ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. TBHD AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TBHD OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF TBHD'S OBLIGATIONS HEREUNDER.

11. TBHD Indemnity.

TBHD will defend and indemnify Customer and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) arising from a claim by a third party that Customer's licensed use of the Software infringes that third party's patent, copyright, or trade secret rights. The foregoing indemnification obligation of TBHD is contingent upon Customer promptly notifying TBHD in writing of such claim, permitting TBHD sole authority to control the defense or settlement of such claim and providing TBHD reasonable assistance (at TBHD's sole expense) in connection therewith. If a claim of infringement under this Section 11 (TBHD Indemnity) occurs, or if TBHD determines a claim is likely to occur, TBHD will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Software free of the infringement claim, or (ii) modify the Software to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to TBHD, TBHD may, in its sole discretion, immediately terminate this Agreement and return the prorated portion of any pre-paid, unused fees for the relevant Software. Notwithstanding the foregoing, TBHD will have no obligation with respect to any claim of infringement that is based upon or arises out of (i) the use or combination of the Software with any hardware, software, products, data, or other materials not provided by TBHD, (ii) modification or alteration of the Software by anyone other than TBHD, (iii) use of Software in excess of the rights granted in this Agreement, or (iv) any specifications or other intellectual property provided by Customer (collectively, the "Excluded Claims"). The provisions of this Section 11 (TBHD Indemnity) state the sole and exclusive obligations and liability of TBHD and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Software or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

12. Customer Indemnity.

Customer will defend and indemnify TBHD and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to

reasonable attorneys' fees) incurred by TBHD as a result of any claim by a third party arising from (i) Customer's use of the Software in breach of this Agreement or (ii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon TBHD promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

13. Confidentiality.

13.1. In General. During the course of this Agreement, each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, and other confidential information and trade secrets ("Confidential Information"). In particular, the Software and Documentation constitute TBHD Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a party hereto without reference to Confidential Information of the other party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that party receiving such subpoena or order shall promptly inform the other party in writing and provide a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order.

13.2. Protection of Confidential Information. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. Subject to the foregoing nondisclosure and non-use obligations, the receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. Neither party shall remove or alter any proprietary markings (e.g., copyright and trademark notices) on the other party's Confidential Information.

14. Limitation of Liability and Damages.

NEITHER TBHD NOR ITS VENDORS AND LICENSORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, TRADING LOSSES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SOFTWARE. THE TOTAL LIABILITY OF TBHD AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CUSTOMER DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

15. Termination.

15.1. Termination. This Agreement will terminate (a) on the thirtieth (30th) day after either party gives the other written notice of a breach by the other of any material term or condition of this Agreement, unless the breach is cured before that day; or (b) upon written notice by either party, immediately, if (i) a receiver is appointed for the other party or its property; (ii) the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors; or (iii) any proceedings (whether voluntary or involuntary) are commenced against the other party under any bankruptcy or similar law and such proceedings are not vacated or set aside within sixty (60) days from the date of commencement thereof.

15.2. Effect of Termination. Upon termination of this Agreement or termination of a particular Software for any reason: (a) the license granted herein to the Software shall automatically terminate; and (b) Customer will pay to TBHD all undisputed sums due to TBHD through the effective date of such expiration or termination (prorated as appropriate).

16. General Provisions.

16.1. Affiliates, Subcontractors and Vendors. Some or all of the Software, including support, may be provided by TBHD's affiliates, agents, subcontractors and information system vendors. The rights and obligations of TBHD may be, in whole or in part, exercised or fulfilled by the foregoing entities. TBHD shall ensure such entities comply with all relevant terms of this Agreement and any failure to do so shall constitute a breach by TBHD.

16.2. Publicity. TBHD may identify Customer as a customer in its customer listings, Web sites, and other promotional materials. In addition, TBHD may issue a press release regarding the parties' new relationship under this Agreement. Additional marketing rights and obligations may be set forth in Exhibit A.

16.3. Force Majeure. Except for the payment of money as described in Section 8 (Fees) of this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

16.4. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

16.5. Governing Law, Venue, and Limitation of Actions. This Agreement will be construed according to, and the rights of the parties will be governed by, the law of Japan, without reference to its conflict of laws rules. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in district court located in Tokyo, Japan. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen. The prevailing party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

16.6. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

16.7. Relationship of the Parties. The parties agree that TBHD will perform its duties under this Agreement as an independent contractor. Nothing contained in this Agreement will be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Personnel employed or retained by TBHD who perform duties related to this Agreement will remain under the supervision, management, and control of TBHD.

16.8. Assignment. Customer may not assign this Agreement without the prior written consent of TBHD.

16.9. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.

16.10. Waiver. Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

16.11. Survival. The following provisions will survive termination or expiration of this Agreement: 5 (Proprietary Rights), 10.3 (Disclaimer of Warranties), 11 (TBHD Indemnity) (for claims accruing prior to termination), 12 (Customer Indemnity) (for claims accruing prior to termination), 13 (Confidentiality), 14 (Limitation of Liability and Damages), 15 (Termination), and 16 (General Provisions).

16.12. Notices. Any written notice or demand required by this Agreement will be sent by the contact means indicated on the Software as well as on the AWS Market Place, or by the registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other party at the address set forth herein. The notice will be effective as of the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, as of five (5) days after the date of posting if the notice is transmitted by registered or certified mail. Any party may change the address at which it receives notices by giving written notice to the other party in the manner prescribed by this Section.

16.13. Electronic Execution. This Agreement may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and Customer's acceptance will be deemed binding between the parties. Customer acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic forms.

Exhibit A

Follows the terms and conditions in mijin Catapult (v.2) Enterprise

Exhibit A

Terms and conditions in「mijin Catapult (v.2) Enterprise」(Product Version)

●Initial Term: There is no fixed term in this agreement, and the prices of the Software shall be calculated based on the server operating time of the Software from the time when the Customer enters into this agreement to the time of termination. Details are subject to the terms and conditions set forth in the "Pricing Information" section of the webpage regarding the Software on the AWS Marketplace mentioned at the bottom.
●Technical support for this product: Subject to the terms and conditions set forth in the "Support Information" section in the webpage regarding the Software on the AWS Marketplace mentioned at the bottom.
●The installation and configuration services: Using AWS CloudFormation.
●This product is allowed to be used commercially.
●The following URL links to the webpage regarding the Software on the AWS Marketplace：
https://aws.amazon.com/marketplace/pp/prodview-xzxbmobeppnii