

## **“V-CUBE Collaboration” On-premise Software License Agreement**

This Software License Agreement (hereinafter referred to as the “Agreement”) is a legally binding agreement made by and between V-cube, Inc. (hereinafter referred to as “V-cube”) and a customer of V-cube products (hereinafter referred to as the “Customer”) and this Agreement is standard contract terms set forth in Article 548-2 of the Japanese Civil Code. The purpose of this Agreement is to govern the terms in connection with the use of the “V-CUBE Collaboration” on-premise software (hereinafter referred to as the “Software” and shall be more specifically defined below) between V-cube and Customer. If the Customer (a) issues order form corresponding to the estimate of the Software to V-cube or (b) actually starts to use the Software and agrees the Agreement as the content of agreement, the Customer shall be deemed to agree to abide by each of the terms and conditions set forth herein. If the Customer does not agree to the terms and conditions set forth herein, the license to use the Software shall not be granted to the Customer.

### **1. Definitions :**

The “Software” means the utility software of “V-CUBE Collaboration” (Server Application and Client Application), which is developed by V-cube for the purpose of use on the “V-CUBE Collaboration” on-premise. The Software includes computer software, various data and the related documents (printed and electronically stored documents).

### **2. Copyrights :**

All the copyrights of the Software and the operational manuals related thereto shall belong to V-cube.

### **3. License to use :**

The Software is licensed to the Customer according to the terms and conditions set forth in this Agreement, for the purpose of use on the computer device (including mobile device), in the number of license purchased by the Customer.

### **4. Restrictions :**

- (i) The Customer acknowledges that the Software is a work protected under the applicable patent law, copyright law, and/or other laws related to industrial property rights. The Customer shall not conduct (or omit to conduct) any activities amounting to infringement of V-cube’s rights on the Software.
- (ii) The Customer shall not reverse engineer or reverse compile the Software in any way.
- (iii) The Customer shall not sell, distribute, lend or transfer all or any part of the Software to any third party.
- (iv) The Software shall be used by the Customer on the date on which the Software is delivered to the Customer. The license to use the Software shall be effective on the date of commencement of use and expire on the date on which the Customer finishes the use thereof.
- (v) If the Customer is provided with the new version of the Software in any way, the license hereunder shall apply to the new version.

### **5. Warranty :**

Unless otherwise specified in this Agreement, V-cube and/or distributors of V-cube products shall not be liable for any damages (including, but not limited to, loss of profit, interruption of business, loss of business information, or other pecuniary damages) arising out of Customer’s use of the Software (or inability to use the Software) in any way regardless of legal grounds of claims. In any case, V-cube’s liability for damages to the Customer shall be limited to the amount actually paid by the Customer for the Software.

### **6. Revise with Considerable Reason :**

- (i) Pursuant to the Article 548-4 of the Japanese Civil Code, when it is deemed that there is a considerable reason such as change for the general interests of the Customer, social situation, economic reason, business environment, tax reform, reform of law, change of factors of the Services, V-cube may revise this Agreement without prior consent of the Customer.
- (ii) In the case set forth in the preceding paragraph, V-cube will publicize the revised Agreement to the Customer by showing on the Site or by the way V-cube has decided by its sole discretion.

### **7. Compensation for Damages:**

- (i) If the Customer breaches any of the terms and conditions hereof or if the Customer conducts any wrongful or unauthorized activity, then, V-cube will send to the Customer a notice of correction to remedy such breach within a reasonable period. In the event such breach is not remedied within the said period, V-cube shall have the right to terminate this Agreement and claim compensation for damages arising out thereof to the Customer.
- (ii) If this Agreement is terminated according to the foregoing paragraph, the Customer shall immediately cease to use the Software and return the Software to V-cube together with all the duplications thereof, and, following the instructions of V-cube, completely delete and disable the Software.

### **8. Miscellaneous :**

- (i) If the Customer intends to export the Software to a foreign county, the Customer shall comply with relevant laws and regulations therefore, and shall obtain required license and permission for the exportation, at its responsibility, from the government having competent jurisdiction.
- (ii) In connection with the use of Software, if the Customer intends to install any application software other than the Software for use on the computer, the Customer shall obtain necessary license for the use of such application software at its own

- expense and responsibility.
- (iii) Any matters described in this instruction manual may be changed without notice, to which your understanding is appreciated.

End.  
Last Revised: March 30, 2020