

[IMPORTANT] PLEASE MAKE SURE THAT YOU READ THIS LICENSE AGREEMENT BEFORE USING THIS SOFTWARE.

The below-mentioned license agreement (hereinafter referred to as the "Agreement") is made between the customer (hereinafter referred to as the "Customer") and Saison Technology Co.,Ltd. (Minato-ku, Tokyo, Japan; hereinafter referred to as the "Company"). The Product purchased by the Customer (which includes the software program contained in the Product, its storage medium, related documents such as manuals, packages, serial number, Product key, SP code and other necessary codes, and all other related items; hereinafter referred to as the "Product") shall not be used without agreeing to the following terms and conditions. Please read this Agreement carefully before installing the Product.

If the Customer does not agree to the following terms and conditions, please return the unused Product with its purchase receipt to the Distributor if the Customer purchased the Product from it or to the Company if the Customer purchased the Product from the Company, within seven (7) days from the date of purchase. In that case, the amount paid for the Product will be refunded to the Customer. If the Product is the one offered free of charge such as a trial version or appraisal version, there is no refund. The Customer is deemed to have agreed to this Agreement if and when the Customer unseals the Product or the Customer shows the Customer's acceptance in an electronic manner such as clicking the "Accept" button displayed on the webpage when the Customer has been issued a Product key for the Product.

In addition, when the Customer entered into an Agreement for upgrade of the Product's license which the Customer has already owned, the Agreement will supersede the prior agreements.

When installing the Product, a license agreement with a licensor of the Company may appear and seek the Customer's acceptance, but please note that this license agreement is entered into between the Customer and the licensor of the Company. The Customer is deemed to have agreed to the fact that such license agreement does not apply to the Customer and the Company and rather this Agreement is applied to the Customer and the Company.

**LICENSE AGREEMENT
CHAPTER 1 INTERNAL USE**

Article 1. GRANT OF LICENSE

1. Under the terms and conditions of this Agreement, the Company will grant to the Customer a non-exclusive, non-sublicensable and non-transferable license to use the Product.
2. The Customer may install and use the Product only on a machine for which an operating system or container platform designated by the Company as appropriate is working (hereinafter referred to as the "installation environments"). The Customer shall not install and use the Product beyond the number of the license rightfully obtained by the Customer. Furthermore, if the Customer temporarily loads the Product in its memory or installs the Product in the memory permanently, such installation is deemed as use of the Product on the computer by the Customer.
3. The Customer may use the Product solely for in-house business purposes or personal use purposes.
4. Notwithstanding the provisions of paragraphs 2 of Article 2 of this Agreement, the Customer may on its sole responsibility allow a third party, to whom the Customer entrusts its in-house business, to use the Product to the extent necessary to perform the above business. The Customer shall be responsible for all breaches committed by the above third party of the obligations set forth in this Agreement.
5. The Customer may make only one (1) copy of the software program of the Product solely for backup purposes for reinstallment. This backup copy is subject to all the terms and conditions applicable to the Product.
6. If the Customer causes a third party other than the Customer to register the installation as set forth in paragraph 1 of Article 3 of this Agreement (to unseal the Product, or to show the acceptance of the terms of use in an electronic manner such as by clicking the "Accept" button displayed on the webpage when the Customer has been issued a Product key), the Customer itself will be deemed to have agreed to this Agreement by having such third party as the Customer's agent. The third party entrusted by the Customer to register the installation must, prior to registering the installation, inform the Customer of the provision of this paragraph and other terms of this Agreement. If the third party entrusted by the Customer fails to inform the Customer as required in the foregoing sentence, the Company shall not be responsible for any loss or damages suffered by the Customer due to such failure.
7. Notwithstanding the provisions of paragraphs 3 and 4, if the Customer has performed the Company's prescribed procedures for "Use for Group Companies" or "Service Use" as specified in each of the following items, and the Company gives consent, the provisions of Chapter 2 "Use for Group Companies" or Chapter 3 "Service Use" shall apply to the use of the Product and shall supersede the provisions of this Agreement. However, this excludes functions or products specified by the Company.
 - (1) "Use for Group Companies" means the group companies of the Customer which fall under either of the following (the company name shall be notified to the Company under the procedures prescribed by the Company; hereinafter referred to as the "Customer's Group Company(ies)") uses this Product for the purpose of execution of operation.
 - (i) The Customer's consolidated subsidiaries
 - (ii) Parent company which the Customer is the consolidated subsidiary and such parent company's other consolidated subsidiaries
 - (2) "Service Use" means use of the Product for the purpose of providing it to clients of the Customer (upon the Company's request, the company name shall be notified to the Company under the procedures prescribed by the Company; hereinafter referred to as the "Service User(s)") as services through the information system infrastructure managed and operated by the Customer and networks such as the Internet (including but not limited to outsourcing, hosting, cloud services, ASP, SaaS, PaaS, IaaS, regardless of whether it is paid or not, hereinafter referred to as the "Service").
8. Notwithstanding the provisions of the preceding paragraph, if the Customer has performed the Company's prescribed procedures for "Service Use" by the Customer's clients (including the Customer's Group Company(ies)) and the Company gives consent, the provisions of Article 17 in Chapter 3 "Service Use" shall be read after replacing "the Customer" with "the Customer and the Customer's clients", and "Service Users" with "Service Users provided by the Customer's clients" and shall supersede the provisions of this Agreement.

Article 2. OTHER RIGHTS AND LIMITATIONS

1. Except as provided for in the paragraph 5 of the above Article, the Customer shall not make any copy of the Product.
2. The Customer shall not assign, transfer, sublicense, lend, pledge, mortgage, dispose of or use for commercial hosting services (irrespective of whether onerous or gratuitous) the Product or the rights and obligations specified in this Agreement in whatever manner.
3. The Customer shall not by itself or through a third party make any attempt to alter, modify, combine or adapt the Product or analyze or derive the source code of the Product by reverse engineering, decompiling, disassembling or any other means. Provided, however, that this shall not apply to reverse engineering for debugging purposes to use Products separately

designated by the Company.

4. The Customer shall not use the Product in a manner not specified in the related documents such as manuals.
5. The Customer shall not delete or modify the copyright marks or any other indications attached to the Product.
6. The copyright and all other intellectual property rights in and to the Product belong to the Company and/or the rightful owner specified on the Product.
7. The Company shall retain all other rights not explicitly specified in this Agreement.

Article 3. PROCEDURES TO COMMENCE USE OF THE PRODUCT, CONFIRMATION AND OBSERVANCE OF LICENSE POLICY

1. Before commencing use of the Product, the Customer shall register information relating to the installation environments of the Customer (such as the name of OS, name of installation host, installation place, etc.) in a manner designated by the Company. The same procedure shall apply when the Customer intends to change the registered information.
2. If the Customer fails to register the above installation or change or if the above registration is incomplete, the Company shall not be responsible for any loss or damages suffered by the Customer due to such failure or incompleteness.
3. This Agreement shall become effective at the time specified in Article 9 of this Agreement and remains effective until terminated. The Customer may terminate this Agreement at any time by destroying the Product, annexed documents, and all copies thereof. However, with respect to the license fee paid by the Customer to the Company for the once used Product, the Company will not refund the license fee in any case whatsoever, unless the conditions specified in Article 6.1 of this Agreement are satisfied.
4. With respect to "HULFT DataCatalog", "DataSpider Servista 4 or prior version" or "Thunderbus" among the Product, only one (1) license is granted to the Customer based on this Agreement, and in principle, only for use on one (1) CPU used in a specific computer.
5. With respect to "DataSpider Servista 5" among the Product, only one (1) license is granted to the Customer based on this Agreement, and in principle, only for use on up to four (4) cores used in a specific computer.
56. With respect to "PIMSYNC" among the Product, a single license under this Agreement allows the Customer to install the Product in multiple environments. However, the Customer shall not manage more than the number of users set when the Customer has been issued a Product key, and install multiple copies of the Product in one environment.
67. With respect to "HULFT for Container Platform" among the Product, only one license is granted to the Customer based on this Agreement, and in principle, only for one specific HULFT resource.
78. Support for programs developed in Java may be included in the Product and annexed documents. Java technology does not have a function or property that can automatically respond to a failure, and even if a failure occurs, it was not designed and manufactured (and shall not be used or sold in such way) to act as an on-line controller in dangerous environments (high-risk activities) such as the operation of nuclear power plants, aircraft navigation, communication systems, air traffic control, life support equipment, weapon systems which may directly cause death, personal injury, or serious property damage or environmental damage.
89. In addition to the above, the Customer shall confirm and observe the License Policy, mentioned in the URL below, at the use of the Product.
URL: <https://www.hulft.com/apac/policy/>

Article 4. TECHNICAL SUPPORT

Technical support services will be provided to the Customer in connection with the use of the Product under a technical support agreement made and entered into separately. For more information about the technical support agreement, please contact the Company or the Distributor.

Article 5. CONFIDENTIALITY

The Customer shall keep in strict confidence all the matters that the Company or the Distributor designates as confidential, all information on the Product, all information needed to use the Product (such as serial number, necessary code, etc.) and all information obtained through the use of the Product.

Article 6. WARRANTY AND LIABILITIES

1. The Company warrants, on the condition that the Customer is duly licensed to use the Product under this Agreement, for a period of ninety (90) days after purchase of the Product by the Customer that those disks, CD-ROMs or other type of media on which the software program of the Product is contained will be free from material quality non-conformity (which are limited to the quality non-conformity which cause obstacles to the use of the Product, such as the loss, destruction or insufficiency of magnetism) and that the Product will operate in accordance with the Product specifications under normal use. The Company's warranty is limited only to repairing or, at its option, replacing the Product on the condition that the Customer gives written notice of the quality non-conformity or returns the Product to the Distributor if the Customer purchased the Product from the Distributor or to the Company if the Customer purchased the Product from the Company within ninety (90) days after purchase of the Product. The Company shall not be responsible for any monetary damages or liabilities under whatever reasons.
2. The Company's warranties set out in paragraph 1 shall not apply to any non-conformity of the Product, which has been subjected to accident, neglect, misuse, abuse, vandalism, negligence in transportation or handling, causes other than ordinary use, causes based on the use of the old versions or causes beyond the Company's control, including without limitation fire, earthquake, action of a third party and laws and regulations of the country or territory of the Customer, or if the Product was not properly maintained by the Customer or if the Product was used in breach of this Agreement.
3. The Product is provided to the Customer on an as-is basis. Except as provided in paragraph 1, the Company denies and disclaims all other warranties of the Product, explicit or implied, including but not limited to any non-infringement of third party rights or laws and regulations of the country or territory of the Customer and the warranties of quality, performance, merchantability and fitness for a particular purpose.
4. Under no circumstances shall the Company or the Distributor be liable for any direct, indirect, consequential, specific, accidental, incidental, punitive damages, extended damages or any other damages or losses (including but not limited to loss of profits, stoppage of business, loss of business opportunities and sales revenues, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, physical injuries, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use the Product even if the Company has been advised of the possibility of such damages or losses.
5. The scope of warranties and liabilities given by the Distributor from which the Customer purchased the Product shall be the same as that given by the Company under this Article.

Article 7. THIRD-PARTY SOFTWARE

Company may provide the Customer with software owned by a third party (hereinafter referred to as the "Third-party software") with the Product. The Customer shall confirm and accept that the Company shall deliver the Third-party software along with the documents. The Company's policy of support and warranty for Third-party software is that:

- (1) No provision of support service and warranty: The third-party software and the documents shall be provided in an as-is form and with no warranty. The Company and the Distributor will never provide support services in relation to a Third-party software's

operation, quality non-conformity, or any other matters. The Company and the Distributor will not give any warranty, explicitly or impliedly, including the marketability and the conformity over a particular purpose of Third-party software. The Company and the Distributor shall not be responsible for any monetary damages or liabilities arising out of the use of Third-party software and the documents by the Customer.

- (2) Exemption from responsibility: The company and the Distributor shall not be liable for any direct, indirect, consequential, specific, accidental, incidental, punitive damages, extended damages or any other damages or losses (including, but not limited to, loss of profits, stoppage of business, loss of business opportunities and sales revenues, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, physical injuries, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use Third-party software even if they have been notified about the possibility of such damages or losses.

Article 8. EXPORT RESTRICTIONS

1. The Customer shall abide by and comply with the export control laws and regulations and all other laws and regulations applicable to the Product (hereinafter referred to as the "Export Restrictions") and neither Company nor Distributor shall be responsible to the Customer for the transfer, export or use of the Product outside Japan. If any damages are caused to the Company or Distributor due to a breach by the Customer of the Export Restrictions, the Customer shall be liable for any and all damages incurred by the Company and the Distributor, despite the provisions of this Agreement limiting any liability.
2. The Customer may not use or export or re-export the Product except as permitted under the laws of the United States (including but not limited to United States Export Administration Regulations). In particular, and without exception, the Product may not be exported or re-exported to: (a) countries embargoed from the United States or (b) those on the Specially Designated Nationals List of the US Treasury or the Denied Persons List or Entity List of US Department of Commerce, or any other person on other restricted persons list. By using the Product, the Customer represents and warrants that the Customer is not a resident in any of the above countries or that the Customer does not fall under the above lists. Also, the Customer agrees that the Customer will not use the Product for purposes prohibited by laws of the United States. Such purposes include, but are not limited to, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.
3. The Product and annexed documents are a "Commercial Item" as defined in 48 CFR §2.101, and are composed of "Commercial Computer Software" and "Commercial Computer Software Documentation" as used in 48 CFR §12.212 or 48 CFR §227.7202. If the Commercial Computer Software and Commercial Computer Software Documentation are licensed to the US Government as the end user, the license will be granted (a) only as a Commercial Item, and (b) only with the rights granted to all other end users in accordance with the terms of this Agreement.

Article 9. EFFECTIVE DATE

This Agreement shall become effective when the Customer unseals the Product or the Customer shows its acceptance in an electronic manner such as clicking the "Accept" button displayed on the webpage when the Customer has been issued a Product key for the Product.

Article 10. TERMINATION

1. If the Customer breaches any terms of this Agreement or fails to pay for the Product, the Company may terminate this Agreement at any time without giving any prior notice.
2. Notwithstanding the provisions of the foregoing paragraph, if it turns out that the Customer belongs to anti-social forces, the Company may terminate all agreements executed between the Company and the Customer including this Agreement at any time without giving any prior notice. "Anti-social forces" in this Article shall mean a group or individual which seeks economic benefits by using violence, oppressive power or fraudulent methods, and which falls under each of the following items:
 - (1) a gang, gangster, gang-related entity, a person who has left a gang in the past 5 years, sokaiya, group or individual which resorts to violence of any kind.
 - (2) a group or individual which commits fraud, resorts to violence or threats, or is involved in illegal activities, asserts unjust claims upon the other party, defames the honor or credibility of the other party or obstructs the other party's business operations either by itself or through any other group or individual.
3. If this Agreement is terminated pursuant to the provisions of the paragraph 1 or 2 above, the Company will not refund the price of the Product. In addition, the Customer shall return, destroy, or delete the Product and all copies thereof (including those embedded in computer memory, etc.) immediately at the Customer's own expense and in accordance with our instructions, and a document proving such deletion shall be submitted to the Company.
4. If this Agreement is terminated pursuant to the provisions of paragraph 2 and the Company suffers damages, the Customer shall be liable for all damages suffered by the Company, regardless of any provisions in this Agreement that limit liability for damages.

Article 11. AMENDMENT OF AGREEMENT

The Company may, at its discretion, amend the terms of this Agreement. On or after the date of amendment by the Company, the amended terms of Agreement will be applied to the matters set forth in this Agreement including the license granted to the Customer, and the Customer shall accept the foregoing. The Company shall inform the Customer of any amendment to this Agreement by posting it on the following website. The Customer shall regularly check the updates on the following website, and shall use the Product in compliance with the latest terms of this Agreement.

URL: <https://www.hulft.com/apac/policy/>

Article 12. INSPECTION RIGHTS

1. The Company and the Distributor shall have the rights to inspect whether the Customer properly uses and maintains (i) the Product in accordance with the provisions of this Agreement and (ii) the technical support services provided under a separate technical support agreement. When necessary, the Company and the Distributor shall have the rights to request the Customer to submit any documents or copies thereof which are necessary for such inspection or to take other necessary measures. The Customer shall cooperate with the Company and the Distributor.
2. If, as a result of the above inspection, any breach is found as to the use of the Product or technical support services, the Company may, after taking into consideration the manner and period of the breach and other circumstances, request the Customer to take any or all of the following measures: (i) correction of the breach, (ii) termination of this Agreement or (iii) recovery of damages.

Article 13. SURVIVAL

Regardless of the reason, when this Agreement is terminated, Article 1.6, Articles 3.2 and 3.3, Article 5, Article 6.3 to 6.5, Article 7.1 (2), Article 8, Article 10.3 and 10.4, Article 12, Article 14, Article 18, Article 19.1 (4) and this Article shall survive as long as the subject matter exists.

Article 14. GENERAL PROVISIONS

1. This Agreement is a complete agreement and understanding between the parties and supersedes and replaces any agreements, understandings, intents between the parties reached before this Agreement, whether oral or written.
2. Failure to exercise or delay the exercise of any rights the Company holds under this Agreement shall not constitute a waiver of any rights the Company holds under this Agreement. Similarly, exercising only one or only part of the rights the Company has under this Agreement will not prevent the Company from exercising any other rights the Company has under this Agreement.
3. If any term or provision of this Agreement is determined to be illegal or unenforceable, other terms or provision remain valid and retains the maximum enforceability allowed under the governing law.

Article 15. GOVERNING LAW AND JURISDICTION

1. The interpretation of this Agreement shall be governed by the laws of Japan.
2. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

CHAPTER 2 USE FOR GROUP COMPANIES

Article 16. LICENSE FOR RIGHT TO USE FOR GROUP COMPANIES

1. Notwithstanding any provisions of this Agreement, the Company shall grant to the Customer, the right to use the Product, limited to purposes of performing in-house business of the Customer's Group Company pursuant to a specific agreement executed between the Customer and the Customer's Group Company (hereinafter referred to as the "Group Agreement"). If used for group companies, the Product cannot be used in any other way, including use by companies other than the companies notified to the Company under the procedures prescribed by the Company as the Customer's Group Company as well as internal use by the Customer for the purpose of performing in-house business.
2. The Customer is responsible for ensuring that the Customer's Group Company complies with the terms of this Agreement, thereby allowing the Customer's Group Company to use the Product to the extent necessary to perform in-house business of the Customer's Group; provided, however, that in such case, the Customer shall be liable for any breach of obligations set forth in this Agreement by the Customer's Group Company.
3. The Customer or the Customer's Group Company may allow an external contractor to use the Product within the scope necessary to perform the contracted work which may be all or part of the business related to use by the Customer or the Customer's Group Company, if the Customer ensures that the external contractor will comply with the terms under this Agreement; provided, however, that in this case, the Customer shall be liable for any breach of the obligations set forth in this Agreement by such external contractor.
4. Notwithstanding any provisions of this Agreement, when the Group Agreement is terminated, this Agreement shall also be terminated and the Product can no longer be used.

CHAPTER 3 SERVICE USE

Article 17. LICENSE FOR SERVICE USE RIGHT

1. Notwithstanding any provisions of this Agreement, the Company shall grant to the Customer, the right to use the Product, limited to purposes of providing the Services pursuant to a specific agreement executed between the Customer and Service Users (hereinafter referred to as the "Service Agreement"). If Service Use is carried out, the Product cannot be used in any other way, including use by companies other than the companies notified to the Company under the procedures prescribed by the Company as the Service Users as well as internal use by the Customer for the purpose of performing in-house business.
2. The Customer is responsible for ensuring that the Service Users comply with the terms of this Agreement, thereby allowing Service Users to use the Product to the extent necessary to use the Service; provided, however, that in such case, the Customer shall be liable for any breach of obligations set forth in this Agreement by the Service Users.
3. The Customer or the Service Users may allow an external contractor to use the Product within the scope necessary to perform the contracted work which may be all or part of the business related to use by the Customer or Service Users, if the Customer ensures that the external contractor will comply with the terms under this Agreement; provided, however, that in this case, the Customer shall be liable for any breach of the obligations set forth in this Agreement by such external contractor.
4. Notwithstanding any provisions of this Agreement, when the Service Agreement is terminated or when the performance of Service Agreement is completed because the Customer decides to end provision of the Services, this Agreement shall also be terminated and the Product can no longer be used.

CHAPTER 4 SPECIAL PROVISIONS APPLICABLE TO THE USE OF TRIAL VERSIONS

Article 18. DEFINITION

In this Agreement, the trial version shall mean the Product for which the Company grants to the Customer a gratuitous, non-exclusive, non-sublicensable and non-transferable license to use it under the Customer's installation environments for trial and appraisal purposes only during a limited period specified by the Company.

Article 19. PRIORITY WHEN TRIAL VERSION IS USED

The Customer accepts that the provisions of this Article shall be preferentially applicable to a trial version.

- (1) Irrespective of the provisions of Article 1 of this Agreement, the license for a trial version shall be effective only for 60 days (30 days if the Product is "HULFT DataCatalog", "DataSpider Servista [4 or prior version](#)" or "Thunderbus") from the date when the Customer obtained the Product (hereinafter referred to as the "Trial Period"). After the Trial Period, the Customer shall not use the Product unless otherwise agreed between the Company and the Customer.
- (2) After the Trial Period, the Customer shall not use the trial version in any manner and shall, in accordance with instructions given by the Company, immediately return, destroy or delete the trial version (including those built in the computer memory) at its own expense.
- (3) Technical support services specified in Article 4 of this Agreement shall not be provided unless otherwise agreed between the Company and the Customer.
- (4) Irrespective of the provisions of Article 6 of this Agreement, the Company will lend the Product free of charge on an as is basis without any warranty. The Company disclaims all warranties, explicit or implied, or legal or otherwise, including but not limited to any non-infringement of third party rights and the warranties of quality, performance, merchantability and fitness for a particular purpose. No representation or disclosure of information made by the Company or the Distributor shall constitute any warranty of the Company. Under no circumstances shall the Company or the Distributor be liable for any direct, indirect, consequential, specific, accidental, incidental, punitive damages, extended damages or any other damages or losses (including but not limited to loss of profits, stoppage of business, loss of business opportunities and sales revenues, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, physical injuries, damages for pain and suffering and other monetary losses) arising out of the use of or inability to use the Product even if the Company or the Distributor has been advised of the possibility of such damages or losses.