

AppExchange OPROARTS SERVICE AGREEMENT

This AppExchange OPROARTS Service Agreement (the “Agreement”) shall apply to you and OPRO Japan Co., Ltd. (“OPRO”) with regard to AppExchange OPROARTS Services (the “Services”) provided to you by OPRO. If OPRO’s distributor (the “Distributor”) provides you with the Services, the Agreement shall apply to you and the Distributor with regard to the Services.

Article 1 (Use)

1. Under the Agreement, OPRO shall grant you an ID and a password (collectively the “Authentication Information”) necessary for you to use the Services through itself or the Distributor and shall provide you with the Services in accordance with the number of pages and other conditions stipulated in the price list attached hereto.
2. Under the Agreement, OPRO shall grant you a non-exclusive license to use the software and other property with regard to the Services (including an report template designed by OPRO for you and a software module in OPRO’s server) (collectively the “OPROARTS Related Assets”) in accordance with the number of pages and other conditions stipulated in the price list attached hereto.

Article 2 (Authentication Information)

1. You shall not transfer, or lease your Authentication Information to any other third parties, or offer it for use to any other third parties or provide it as a security.
2. You shall keep your Authentication Information on your own responsibility.
3. The Services certified or used with the Authentication Information shall be deemed to have been certified or used by you with the Authentication Information.
4. Neither OPRO nor the Distributor shall be responsible for any damages incurred by you due to any third parties’ use of your Authentication Information.

Article 3 (Prohibitions)

You may not carry out any of the following acts without OPRO’s or the Distributor’s prior consent in writing:

- (1) using the OPROARTS Related Assets in violating the condition of the number of pages or any other conditions stipulated in the pricelist attached hereto;
 - (2) decompiling, disassembling or reverse-engineering the software in the OPROARTS Related Assets;
 - (3) sublicensing or transferring the right to use the Services hereunder to a third party;
- or
- (4) using the OPROARTS Related Assets in an Application Service Provider business or SaaS (Software as a Service) business.

Article 4 (Rights to the OPROARTS Related Assets)

All of the intellectual property rights and other rights to and interests in the OPROARTS Related Assets are belong to and are reserved by OPRO. Only a right to

use the OPROARTS Related Assets is granted to you, and no property rights, including copy rights with regard to the OPROARTS Related Assets shall be transferred to you.

Article 5 (Suspension of the Service)

1. OPRO and the Distributor may suspend the Services temporarily without notifying you thereof beforehand in any of the following cases:

- (1) when maintenance of facilities for the Services is necessary;
- (2) when a fault occurs in the facilities for the Service;
- (3) when OPRO believes that temporary suspension of the Services is necessary in order to operate the Services appropriately.

2. In the cases stipulated in the foregoing paragraph, neither OPRO nor the Distributor shall bear any liability in connection with suspension of the Services. If the Services are suspended in any case other than the above cases stipulated in the foregoing paragraph, OPRO or the Distributor shall refund to you by a method stipulated by OPRO separately an amount of the monthly fees (the basic fee and any other additional fees) paid by you for the month in which the suspension of the Services occurred multiplied by a refund ratio from among the following ratios, determined in accordance with the following classification of suspension ratios, which are the ratios of the hours during which the Services were not available to the total hours in the said month unless the suspension occurred due to an act of God. The Initial Cost shall not be refunded for any reasons.

- (1) Refund ratio of 10% in case of a suspension ratio from 98.0% to 99.8%
- (2) Refund ratio of 25% in case of a suspension ratio from 95.0% to 97.9%
- (3) Refund ratio of 50% in case of a suspension ratio from 90.0% to 94.9%
- (4) Refund ratio of 100% in case of a suspension ratio of less than 89.9%

Article 6 (Information Management)

Information provided to OPRO or the Distributor by you in using the Services shall not be treated as confidential unless a confidentiality agreement is entered into between you and OPRO or the Distributor separately.

Article 7 (Limited Warranty)

1. You shall use the Service on your own responsibility, and neither OPRO nor the Distributor shall be responsible for any damages incurred by you due to use of the Services, including in such cases as information damage and information leakage due to computer viruses, unauthorized access or other reasons.

2. The Services and the OPROARTS Related Assets shall be provided as is and without any warranty. Neither OPRO nor the Distributor makes any representations or warranties that the Services or the OPROARTS Related Assets have merchantability, have no errors in their programming, operate at such speed as you deem satisfactory with, have functions or performance meeting your specific purpose, or do not infringe any rights of any other third parties. Neither OPRO nor the Distributor shall have any duty to change specifications thereof.

Article 8 (Limitation of Liability)

Neither OPRO nor the Distributor shall be responsible for (1) specific damages, indirect damages, or incidental damages, (2) loss of profits, loss of business opportunities, or damages due to destruction of data, or (3) damages due to any other third parties' claim, regardless of the causes thereof with regard to the Services or the OPROARTS Related Assets. Compensation to be paid by OPRO or the Distributor for damages incurred by you under the Agreement shall be under no circumstances exceeds the amount of 6 months' fees paid for the Services that caused the damages.

Article 9 (Termination)

1. At any time, you may stop using the Services and terminate the Agreement, provided that neither OPRO nor the Distributor has any obligation to refund to you the fee received from you for the Services upon termination hereof.
2. If you violate any provision of the Agreement, OPRO and the Distributor may terminate the Agreement without any notification and may demand that you pay compensation for damages incurred by OPRO and the Distributor due to the violation.
3. When the Agreement is terminated, you shall stop using the Services immediately.

Article 10 (Others)

1. The Agreement contains the entire agreement between you and OPRO and the Distributor with regard to use of the Services.
2. The Agreement shall be governed and construed by Japanese law, and the Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction as the court of the first trial with regard to any dispute arising from or in connection with the Agreement.
3. The original version of the Agreement is written in Japanese. Insofar as any translated version of the Agreement conflicts with the Japanese version, the Japanese version shall take precedence.