

DOCUTONE AGREEMENT

This Docutone Agreement (the “Agreement”) shall apply to you and OPRO Co., Ltd. (“OPRO”) with regard to Docutone (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 “Certification 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 (Certification Information)

1. You shall not transfer, or lease your Certification 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 Certification Information on your own responsibility.
3. The Services certified or used with the Certification Information shall be deemed to have been certified or used by you with the Certification Information.
4. Neither OPRO nor the Distributor shall be responsible for any damages incurred by you due to any third parties’ use of your Certification 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)

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.

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 has any duty to change specifications thereof.

Article 8 (Limitation of Liability)

Neither OPRO nor the Distributor shall be responsible for (1) Specific damage, 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 may terminate the Agreement without any notification and may demand that you pay compensation for damages incurred by OPRO due to the violation.
3. When the Agreement is terminated, you shall stop using the Services immediately.

Article 10 (Elimination of Anti-Social Forces)

1. The Customer, OPRO and the Distributor represent and warrant that now and in the future they, their officers, their principal investors or shareholders, or any other persons deemed to have control of management do not fall under any of the following items:

(1) Any person who is or was an organized crime group, or a member of an organized crime group, an organized crime group-related company, a blackmailer of shareholders meetings, or another company, another organization, or another individual, etc., that is considered to be anti-social forces (hereinafter collectively referred to as "Anti-Social forces");

(2) any person who provides funds directly or indirectly to Anti-Social Forces;

(3) any person who has any kind of relationship with Anti-Social Forces other than those listed in the preceding items.

2. The Customer, Opro and the Distributor shall not engage in any of the following by themselves or by using any third party:

(1) using threatening words or actions or violence against the other party;

(2) conducting any acts that detract from the reputation or credibility of the other party;

(3) interfering with the business of the counterparty by using fraudulent means or force;
or,

(4) making unjust demands against the other party.

Article 11 (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.