

# artisoc Terms of Service

The artisoc Terms of Service (hereinafter referred to as the "Agreement") shall provide for the conditions to be applied between Kozo Keikaku Engineering, Inc. (hereinafter referred to as the "Company") and the customer (hereinafter referred to as the "Customer") for use of the software product "artisoc" provided by the Company.

## Article 1 (Definitions)

The definitions of the terms in this Agreement given below shall be as stipulated in each of the items.

### (1) Program

This means the software "artisoc" provided by the Company.

### (2) Product

This means the Program and its related materials (materials provided by the Company in connection with the use of the Program).

### (3) Agreement

This means the license agreement for the Product to be entered into by the Company and the Customer under the conditions stipulated in this Agreement.

### (4) Academic User

This shall refer to students and faculty members belonging to an educational institution that meets the criteria separately provided by the Company.

## Article 2 (Conclusion of the Agreement)

1. If a Customer wishes to use the Product, he or she will be able to use the Product by entering into this Agreement with the Company upon agreeing to the details of the Agreement. Once the Program has been installed on a computer used by the Customer, the Customer shall be deemed to have agreed to the terms of this Agreement, and this Agreement will have been concluded.
2. When downloading the Product, the Customer is required to register as a user of the Product. The Customer shall accurately fill in the necessary items in each section of the artisoc user registration form formulated by the Company.
3. The Company shall be able to refuse the registration of a user in cases where the Customer falls under any of the following items. If the Customer falls under any of the following items after completing a user registration, the Company may cancel such registration. In addition, in such a case, the Company shall not be held liable towards the Customer regarding this measure being taken.
  - (1) The Customer does not actually exist.
  - (2) A false, erroneous, or missing entry is included in all or part of the content entered in the user registration form.
  - (3) The Customer is a person who previously violated a contract with the Company.() In cases where the Customer is an organized crime group, a group associated with an organized crime group (affiliate), a so-called corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, a group engaging in criminal activities under the pretext of conducting political activities, or other antisocial forces or a member thereof.
  - (4) Other cases judged by the Company to be inappropriate.
4. The Customer shall strictly manage the account (user ID and password) to use the Program and shall not allow use by a third party. In addition, the

transfer or lending of an account to a third party is also prohibited.

## Article 3 (License Agreement)

1. The Company shall grant the Customer a nontransferable right to use the Product non-exclusively on a computer used by the Customer.
2. The Customer may, with regard to each user registration, use the Program on specified number of computer as one license; provided, however, that the Company may add an additional number of licenses which the Customer may use upon application by the Customer.
3. Notwithstanding the provisions of the preceding paragraph, if the Customer is an academic user, the Customer submit to the Company a "pledge on the use of artisoc" (hereinafter referred to as "this pledge") and if the Company accept it, the Program can be used on the number of computers described in this pledge and the use of the Program shall be properly managed by the Customer's administrator described in this pledge.
4. The Customer shall use a model created based on the Program only for the purpose of his or her own use and for the non-commercial purpose, and shall not transfer or lend, etc. (regardless of whether this is free or for a charge) all or part of the model to any third party for any purpose other than the academic purposes, and shall not provide any consulting service (regardless of whether this is free or for a charge) with using all or part of the model to any third party for any purpose other than the academic purposes; provided, however, that to obtain any research fund/expenditure for the study/research using the model (including without limitation Grant-in-Aid for Scientific Research) shall not be prohibited by this paragraph as long as such research fund/expenditure is to be obtained for academic purposes.

## Article 4 (Period of the Agreement)

1. This Agreement shall continue until this Agreement has been canceled pursuant to the provisions of this Agreement.
2. Notwithstanding the provisions of the preceding paragraph, if the Customer is an academic user, the period of validity of this Agreement shall be for one year from the time of the software Product being installed; provided, however, that as long as the Customer (academic user) follows the renewal procedures designated by the Company, the period may be extended by one year from the date of its renewal, and the same shall apply to subsequent renewals.

## Article 5 (Payment)

1. As payment for the product, the Customer shall pay the amount specified separately by the Company according to the conditions described in the invoice separately issued by the Company.
2. The provisions of the preceding paragraph shall not apply if the Customer is an academic user.
3. In the event that the Customer is late in making the payment set forth in paragraph 1, the Customer shall pay the Company delinquent charges at a rate of 14.6% per annum.

## Article 6 (Rights of the Company and Indication of Rights)

1. All proprietary rights, copyrights, trademark rights and other rights concerning the company name, logo, product name (for example, "artisoc"), and the

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Product (including those following revision or modification by the Company) shall belong to the Company. In addition, these rights are also protected by the copyright laws and other intellectual property laws of Japan and other countries and the provisions of international conventions.

2. The Customer shall acknowledge that he or she is only granted the right to use the Product based on this Agreement and has not acquired any other rights related to the Product.
3. The Customer shall not remove or alter any copyright notice or indications of other rights relating to the Product, nor remove or alter the sign-on, etc. of the Program.

## Article 7 (Prohibited Acts)

When using the Product, the Customer shall not perform any act which falls under any of the following items.

- (1) Any act that infringes or is likely to infringe upon the copyrights, trademark rights, or other rights or interests of the Company or a third party.
- (2) Any act in violation of laws or regulations, any criminal act, or similar acts.
- (3) Any act that interferes with or is likely to interfere with the Company's business.
- (4) Any act of using the Product by impersonating another person.
- (5) Any act of copying, analyzing (including reverse engineering), or modifying all or part of the Product.
- (6) In addition to the preceding items, any act that violates laws or regulations, or public order and morals.
- (7) Any act that interferes with or is likely to interfere with the Company's servers, networks, computers, etc.
- (8) Any other acts that are deemed by the Company to be inappropriate.

## Article 8 (Non-guarantee)

The Company does not guarantee that the functions contained in the Product will satisfy the Customer's requirements, that the execution of the Product will not be interrupted, or that there will be no errors in its execution.

## Article 9 (Compensation of Damages)

1. Any liability for compensation of damages to be borne by the Company shall be limited to normal and direct damage actually incurred by the Customer regardless of the cause of the claim, and the Company shall not be held liable for any indirect, special, incidental, or consequential damages (including damages arising in a computer program other than a program possessed by the Customer, or data) even if notification was given of the possibility of such damage arising or if it was possible to predict such possibility. In addition, whatever the circumstances may be, the liability for the compensation of damages to be borne by the Company shall have as its upper limit the price of the Product which has already been received from the Customer.
2. The Company shall not be held liable for any matters other than those stated in this Agreement.
3. The provision of this Article shall not apply if this Agreement falls under the consumer contract under Article 2, Paragraph 3 of the Consumer Contract Act (Act No. 61 of May 12, 2000). Even in this case, the liability for damages the Company

will incur to the Customer is limited to the consideration of the Product that the Company have received from the Customer, except when there is deliberate or gross negligence on the Company due to the occurrence of the Customer's damage.

## Article 10 (Maintenance Service)

The Company shall provide a free maintenance service for 30 days from the date of downloading the Product to the Customer; provided, however, that the free maintenance service shall be limited to answers to questions regarding the installation of the Program, and the Customer shall send the question in writing by post, fax, or email. This support is provided only for the latest version of the Program, and, whatever the circumstances may be, the Company is under no obligation to respond to the Customer's question though a visit, by telephone, or any other means.

## Article 11 (Termination of the Agreement, etc.)

In the event that the Customer has violated the provisions of this Agreement, the Company may cancel this Agreement and claim compensation for damages incurred by the Company from the Customer.

## Article 12 (Measures after the End of the Agreement)

In cases of expiry or termination of this Agreement, the Customer shall immediately destroy the Product and all copies thereof, and if required by the Company, shall send a certificate proving the destruction to the Company.

## Article 13 (Prohibition of Assignment)

The Customer may not assign or transfer any of the rights or obligations under this Agreement to a third party.

## Article 14 (Changes in the Agreement)

1. The Company may make changes to this Agreement without giving prior notice to the Customer.
2. If the Company makes a change to this Agreement, the Company shall give notice of the fact of the change on the Company website. If the Customer uses the Product after a change has been made to this Agreement, the Company shall assume that the Customer has agreed to the Agreement after the change.

## Article 15 (Taking the Product Overseas)

If the Customer takes the Product out of Japan, he or she shall be responsible for complying with the export restrictions and other laws and regulations relating to taking the Product overseas, and for compliance with laws and regulations at the destination. In addition, the Customer shall agree that the Product shall not be used for applications that violate laws and ordinances (including but not limited to the development of nuclear weapons, chemical weapons, biological weapons, and the development of missile technology).

## Article 16 (Exclusion of Antisocial Forces)

1. The Customer shall represent and warrant the following matters at all times from the time of entering into this Agreement to the end of the Agreement, before entering into this Agreement.
  - (1) The Customer himself or herself is not an organized crime group, a group associated with an organized crime group (affiliate), a so-called corporate racketeer, a group engaging in criminal activities under the

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pretext of conducting social campaigns, a group engaging in criminal activities under the pretext of conducting political activities, or other anti-social forces or a member thereof (hereinafter referred to as “anti-social forces”), and there is no such concern.

- (2) An officer or employee deemed to substantially exercise equivalent control, a creditor or shareholder (investor), etc. (hereinafter collectively referred to as an “officer, etc.”) of the Customer does not constitute anti-social forces, and there is no such concern.
  - (3) In cases of using a third party for the purpose of carrying out work, the third party or officers of the third party are not anti-social forces, and there is no such concern.
  - (4) The Customer or its officer, etc. has not personally, or through a third party, committed such acts as acts of violence, fraud, threatening words, acts of business interference, or the like, or committed an act which damages or is likely to damage the reputation and credibility of the Company or a related person.
2. If facts contrary to the representations and warranties set forth in the preceding paragraph are found, the Company may cancel this Agreement without being required to give any notice.
  3. A Customer for which the Agreement has been cancelled pursuant to the provisions of the preceding paragraph may not make any claim to the Company regarding damage caused through the cancellation.

### Article 17 (Governing Law and Arbitration)

The establishment, interpretation, and application of this Agreement shall be governed by the laws of Japan.

All disputes, conflicts, or disagreements that may arise between the Customer and the Company under this Agreement or in connection with this Agreement shall ultimately be resolved through arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.

### Article 18 (Force Majeure)

The Company shall not be held liable for any failure or delay in its obligations due to a strike, rioting, fire, explosion, force majeure, war, government measures, or any other grounds which the Company is unable to reasonably control.

### Article 19 (NO Waiver)

Even if the Company does not exercise its rights under this Agreement, this shall not be construed as a waiver of those rights or other rights based on this Agreement, and this shall have no effect on the subsequent exercise of such rights or rights based on this Agreement.

### Article 20 (Severability)

Even if certain parts of this Agreement are deemed unenforceable or invalid, this shall not affect the other provisions of this Agreement. In addition, the provisions judged to be unenforceable or invalid shall be maintained to the extent permitted by applicable laws.