

# Software License Agreement (A-AUTO 50)

## Article 1 Enactment

Users are deemed to have agreed to the details stated in this Agreement and this Agreement shall come into effect between Users and UNIRITA Incorporated (hereinafter referred to as the "Company") at the time the User uses or installs A-AUTO 50 (hereinafter referred to as the "Software"), a job management tool.

## Article 2 License

1. Users may use the Japanese version or the English version of the Software gratuitously.
2. Use of the Software means loading, running, saving, inputting into screens and printing the Software "Program" and using "Related Documentation."
3. Users may create and store copies of the Software for back-up purposes.
4. Users may not try to analyze the Software such as disassembling, decompiling, or reverse engineering the Software, and may not alter the Software.
5. Users shall only acquire the right to use the Software in accordance with this Agreement and shall not acquire any other rights whatsoever.
6. Users shall adhere to other companies' license agreements relating to other companies' programs if the Software includes other companies' programs.
7. The trial period for the Software shall be 60 days from commencement of use, and Users may continue to use the Software gratuitously by registering as a user.
8. Users' Software log-in history is sent to the Company's server via an internet web client so that the Company can statistically grasp use of the Software for the purpose of improving the quality of the Software and services.
9. The Company may suspend provision of the Software at any time, without warning.
10. Combined use of the Software and the fee-based A-AUTO is not allowed, without distinction between a basic license and a remote license.
11. Prior consent shall be obtained from the Company if disclosing the result of benchmark tests on the Software to a third party.

## Article 3 Support Service

1. The Company shall not assume the obligation to Users to offer free support services for the Software.
2. The Company may provide free support services to Users via free community sites, at the discretion of the Company.
3. Users may apply for fee-based support services if they wish to be provided with a revised version of the Software, FAQ, or troubleshooting.
4. Unless the Company outsources the provision of fee-based support services for the Software to a third party, Users may not receive fee-based support services for the Software from a third party.

## Article 4 Warranty Responsibility

1. The Company guarantees it has copyrights to the Software or that it has received the right to relicense the Software from the copyright holder.
2. The Company does not guarantee that there will be no interruptions or malfunctions or that the Software conforms to Users' usage purpose.
3. The Software was not intentionally designed and licenses are not granted for use in a dangerous environment that requires fail safe management (including but not limited to nuclear facilities, aircraft navigation and communication systems, air traffic control, life support or ordnance system design, manufacture, maintenance or operation) and the Company shall not make any guarantees, either explicitly or implicitly, regarding compatibility for such purpose.
4. If a third party has copyrights or licensing rights to Software plug-in software (that are incorporated to enhance functions), the Company shall in no way guarantee the operation, function, quality, marketability, compatibility with purpose, or the like in relation to such plug-in software. Furthermore, the Company shall not assume any responsibility whatsoever for either direct or indirect damage relating to use of such plug-in software.
5. This Article provides the Company's entire warranty to Users including legal warranty against defects in relation to this provision.

## Article 5 Scope of the Company's Liability

1. Even if the responsibility to compensate for damage in relation to the Software is acknowledged by the Company due to whatever reason, the scope of such compensation for damage shall be ordinary compensation actually incurred as a direct result of circumstances attributable to the Company and shall be limited to 300,000 JPY.
2. The limit provided for in the preceding paragraph shall not apply if due to the intention or gross negligence of the Company or if a third party has filed against a User for infringement of copyrights or patent rights in relation to the Software; provided, however, that claims by third parties shall be on the condition that the User satisfies each of the following conditions. The Company shall not assume responsibility for expenses paid if Users do not fulfill these conditions.
  - (1) The User promptly notifies the Company of the petition and details thereof after receiving a petition from a third party
  - (2) The User shall grant the Company decision making authority with regard to defense or resolution
  - (3) The User shall provide the Company with reasonable information and support for defense or resolution

## Article 6 Termination

The Company may cancel this Agreement and terminate Users' use of the Software if Users violate this Agreement and do not rectify such violation within two (2) weeks of being given notice to rectify the violation by the Company. Note that the exercising of the right of cancellation shall not obstruct claims for compensation for damages.

## Article 7 Contractual Changes

1. The Company shall post an amended version of this Agreement on the Company's website if changing this Agreement.
2. Users have a duty to regularly check the details of changes to this Agreement on the Company's website.
3. If a User does not agree to the changes to this Agreement, the User shall immediately stop using the Software and must uninstall the Software.
4. If a User continues to use the Software after changes to this Agreement, the User shall be deemed to have agreed to the changes to this Agreement.
5. The Company shall not make any changes to this Agreement that incur a monetary burden on Users in relation to the Software.

## Article 8 Governing Law and Agreed Court with Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Japan. The Tokyo District Court shall be the exclusive agreed court with jurisdiction in the first instance if any disputes arise concerning this Agreement and whereby resolution through a judicial decision is necessary. .

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