

## **Terms and Conditions for Software Products Technical Support**

These Terms and Conditions for Software Products Technical Support (these “Terms and Conditions”) set forth the terms and conditions of the technical support (the “Technical Support”) that Saison Information Systems, Co. Ltd. (“SIS”) or distributors of SIS (“Designated Distributor(s)”) provide to the customers (the “User(s)”) in relation to software products in which SIS owns copyrights and other intellectual properties (the “Product”). Provision of the Technical Support to the User is conditional upon the User’s assent to these Terms and Conditions. SIS or a Designated Distributor, as designated at the time of the User’s purchase of a support pack or software support service (collectively, the “Support Pack”) to be a provider of the Technical Support, will provide the Technical Support to the User. The provider of the Technical Support is hereinafter referred to as the “Company.”

### **Chapter I General Provisions**

#### **Article 1. Purpose**

The Technical Support will be provided for the purpose of maintaining the proper function and smooth operation of the Product used by the User. This Agreement between the User and the Company is formed upon the User’s purchase of the Support Pack after agreeing upon these Terms and Conditions.

#### **Article 2. Technical Support Services and Fees**

**2.1.** The Technical Support is comprised of the following services (1) through (5), and the User will be entitled to use the specific Technical Support for which the User selected at the time of purchasing the Support Pack for the period agreed upon by and between the User and the Company (the “Maintenance Period”). The details of each of the following services and applicable products (1) through (5) are as described at: <http://www.hulft.com/support/>

(1) Annual Technical Support Services

These services may be abbreviated as “Regular Maintenance” or “Regular Support” or “Standard Support.”

(2) Night/Holiday Support Services

These services may be abbreviated as “Night/Holiday Maintenance” or “Night/Holiday Support.”

If a User selects both (1) and (2) above, (1) and (2) collectively may be abbreviated as “24-hour Maintenance,” “24-hour Support,” “24/7 Maintenance,” or “24/7 Support.”

(3) Implementation Period Support Services

These services may be abbreviated as “Implementation Period Maintenance” or “Implementation Period Support.”

(4) Night/Holiday Implementation Period Support Services

These services may be abbreviated as “Night/Holiday Implementation Period Maintenance” or “Night/Holiday Implementation Period Support.” If a User selects both (3) and (4) above, (3) and (4) collectively may be abbreviated as “24-hour Implementation Period Maintenance,” “24-hour Implementation Period Support,” “24/7 Implementation Period Maintenance,” or “24/7 Implementation Period Support.”

(5) Extended Support Services

These services may be abbreviated as “Extended Maintenance” or “Extended Support” or “Limited Support.”

(6) Night/Holiday Extended Support Services

These services may be abbreviated as “Night/Holiday Extended Maintenance” or “Night/Holiday Support.” If a User selects both (5) and (6) above, (5) and (6) collectively may be abbreviated as “24-hour Extended Maintenance,” “24-hour Extended Support,” “24/7 Extended Maintenance,” or “24/7 Extended Support.”

(7) Time-Charge On-Site Support Services

(8) Per-Incident On-Site Support Services

(7) and (8) above collectively may be abbreviated as “On-Site Support Services.”

**2.2.** If the Supported Products (as defined in Article 7) are HULFT DataCatalog, DataSpider Servista, DataSpider BPM, PIMSYNC or Thunderbus, the following terms and conditions shall apply:

(1) The Technical Support shall be provided for up to the six latest generations of the Products, counted based on 2-digit version numbers, with the first digit representing a major version and the second digit representing a minor version. Products in the latest and second latest generations receive full support; products in the third latest generation receive maintenance support; products in the fourth through sixth latest generations receive assistance support; and products in the seventh latest generation and any later generations receive migration support. An updated version including repair and revision of any malfunction, etc. shall be provided for products in the latest and second latest generations. The latest

Technical Support shall be provided in accordance with the content stated in the prescribed support website. If end-of-life of a product is declared by SIS, such end-of-life shall prevail even during the maintenance period of such product, and the Technical Support for such product shall end after the lapse of eighteen (18) months from the declaration date.

(2) Services such as onsite support, consulting support and training support shall not be included in the Technical Support service under this Agreement and shall be provided by SIS in accordance with an agreement to be separately executed. The type, content and cost of such services shall be separately presented by SIS at the request of the User.

- 2.3. For each Maintenance Period, the User and the Company shall separately agree and determine the fees for each of the Technical Support Services set forth in Articles 2.1 and 2.2.
- 2.4. "Chapter I: General Provisions" and "Chapter II: Annual Technical Support Services, Night/Holiday Support Services" of this Agreement will be applied to the Technical Services set forth in 2.1 (1), (2), (3), and (4). "Chapter I: General Provisions" and "Chapter III: Extended Support Services, Night/Holiday Extended Support Services" of this Agreement will be applied to the Technical Services set forth in 2.1 (5) and (6), and "Chapter I: General Provisions" and "Chapter IV: On-Site Support Services" will be applied to the Technical Support Services set forth in 2.1 (7) and (8).
- 2.5. If the Company determines that it needs to dispatch a technical support personnel to provide the Technical Support set forth in (1) through (6) of 2.1., the Company will dispatch a technical support personnel based on the User's request, and the User shall pay any actual costs for dispatching such technical support personnel, including personnel expenditure, air fare, transportation, accommodation, and meals. The User and the Company shall separately discuss and determine such fees and costs for dispatching technical support personnel.
- 2.6. SIS will dispatch a technical support personnel directly to the User in order to provide the Technical Support Services set forth in 2.1 (7) and (8). The User shall pay the prescribed fees for dispatching such technical support personnel and any actual costs including air fare, transportation, accommodation, meals, etc.
- 2.7. The Company may, at its own responsibility and costs, entrust a third party with performing the Technical Support Services on condition that the Company causes the third party to abide by the obligations equivalent to the Company's obligations under these Terms and Conditions.
- 2.8. When providing any of the Technical Support Services set forth in 2.1., if a User requests the Company to provide documents summarizing inquiries and responses or product information, and the Company determines that it is necessary to provide such documents, the Company shall provide the User with such documents.

### **Article 3. Commencement of Technical Support**

- 3.1. The User shall purchase the Technical Support, in a specified manner separately prescribed by the Company, at the same time when the User activates the Product. Provided, however, that this does not apply where the Company omits such process of purchasing the Technical Support.
- 3.2. The starting date for the Technical Support (the "Start Date") shall be the first day of the month following the month in which the Product supported by the Technical Support was shipped from SIS (the "Specified Date").
- 3.3. Only with regard to the Supported Products that are subject to the Implementation Period Support Services, if the User desires to set the Start Date to be later than the Specified Date, the User may designate the first day of its desired month and year (the "Designated Date"). For the period from the Specified Date to one (1) day preceding the Designated Date, the User shall use the "Implementation Period Support Services" provided on a monthly basis. Provided, however, that the Implementation Period Support Services may not be used on a stand-alone basis.

### **Article 4. Renewal of Technical Support**

- 4.1. If the User desires to continue to be provided the Technical Support or to restart the Technical Support after an expiration of a Maintenance Period, the User shall repurchase the Support Pack on or before the Maintenance Period expiration date. The renewed Maintenance Period (renewed upon repurchase of the Support Pack) shall start on the day following the expiration date of the preceding Maintenance Period (the "First Day of Renewed Period").
- 4.2. If a User who did not repurchase the Support Pack desires to be provided the Technical Support after the expiration of the Maintenance Period, the Technical Support will be provided to the User upon the User's agreement with the Company's prescribed Maintenance Period and payment of Technical Support fees.
- 4.3. Notwithstanding the provision of Article 4.2, the User hereby consents in advance that it may not be able to repurchase the Support Pack at the Company's discretion if one (1) year or more passes from the expiration of the previous Maintenance Period without any repurchasing of the Support Pack.

## **Article 5. Payment**

- 5.1.** The Company or other distributor who sold the Support Pack to the User (the "Support Pack Distributor") shall invoice the Technical Support fees in a method separately agreed with the User. The User shall pay the fees by wire transfer to a designated bank account by the payment due date separately indicated by the Support Pack Distributor. The User shall bear any wire transfer fees. In addition, the payment to be made under this Article shall become effective upon the User implementing the necessary procedures to remit such fees to the bank account designated by the Support Pack Distributor.
- 5.2.** If the User delays the Technical Support Fee payment due date set forth in Article 5.1, the User shall pay per diem (1) the delinquent charge of 14.6% per annum if the Support Pack has been purchased from SIS; or (2) the delinquent charge of a percentage separately designated by the Designated Distributor if the Support Pack has been purchased from the Designated Distributor; in addition to the amount of the Technical Support fee.
- 5.3.** The User may not request a refund of the Technical Support fee. Provided, however, that the foregoing shall not be applicable for the Technical Support fee corresponding to the remaining period of the Maintenance Period during which this Agreement is terminated due to a cause attributable to the Company.
- 5.4.** If a consumption tax rate is altered during a Maintenance Period, the Support Pack Distributor and the User will adjust the monthly amounts of the Technical Support fees paid pursuant to Article 5.1 (for the period starting from the month in which the new consumption tax rate is applied through the final month of the Maintenance Period). The Support Pack Distributor and the User shall discuss and determine a method of adjustment.

## **Article 6. Confidentiality**

- 6.1.** Neither the User nor the Company shall disclose or divulge to a third party, without the prior written consent from the other party, any technical, marketing, or other business information proprietary to the other party that the other party disclosed in relation to the Technical Support (the "Confidential Information"). The Confidential Information does not include:
  - (1) Information that was already publicly known at the time of disclosure or that became publicly known through no fault of the recipient;
  - (2) Information that was already held by the recipient at the time of disclosure;
  - (3) Information that the recipient legitimately obtained from a third party without a confidentiality obligation; or
  - (4) Information that the recipient independently developed without relying on the information disclosed by the disclosing party.
- 6.2.** Notwithstanding the provision of Article 6.1, any and all personal information held by the User or the Company is deemed to be Confidential Information.
- 6.3.** The User may disclose to its directors, officers, employees, third parties entrusted with the User's business operations, or other parties who use the Product under the direction of the User, any part of the Confidential Information necessary for using the Product, on the condition that the User shall, at its responsibility, cause any such party to comply with the provision of Article 6.

## **Article 7. Supported Products**

- 7.1.** The Technical Support provided by the Company is solely for the products selected by the User when purchasing the Support Pack (the "Supported Product"). If the User is to obtain Technical Support for the other Product(s), the User shall separately purchase a Support Pack for such other Product(s). The same shall apply where the User purchases multiple numbers of the same Product.
- 7.2.** If the User is in breach of the provision of Article 7.1, the Company is entitled to request the User to rectify such breach and to pay for any damages.
- 7.3.** If the other Product(s) of SIS is necessary for the proper operation of the Supported Product, the User shall separately enter into a technical support agreement with regard to such other Product.
- 7.4.** The provision of Article 7.3 shall not be applicable if the Supported Product is iDIVO.

## **Article 8. Technical Support Cooperation**

- 8.1.** When obtaining the Technical Support, the User shall disclose technical information of the User or a third party necessary for the Technical Support, and shall grant a license to the Company to use such information for the sole purpose of the Technical Support.
- 8.2.** The User shall cooperate, to the utmost extent, with any investigation that the Company may request for the purpose of identifying the causes of the issues when providing the Technical Support, including understanding

the network status, error messages, and set-up status.

- 8.3. When receiving the Technical Support, if it becomes necessary to identify whether the problem(s) are caused by the Product or the other products (including the OS or cluster software used by the User; hereinafter referred to as “Non-SIS Products”), the User shall at its cost take responsibility for identifying the cause of the problem(s), including making inquiries with the manufacturer of such Non-SIS Products.
- 8.4. The User shall allow the Company’s Technical Support personnel and third parties prescribed in Article 2.6 (collectively, the “Company’s Technical Personnel”) to enter the User’s offices when necessary for the purpose of providing the Technical Support. On such occasions, the User shall also allow the Company’s Technical Personnel to use the User’s computer systems and related items at no charge.
- 8.5. When Article 8.4 is applicable, the Company shall manage the Company’s Technical Personnel and cause them to comply with the rules and regulations of the User’s offices.

#### **Article 9. Representations and Warranties**

- 9.1. The Company’s warranties for the Technical Support are limited to the provision of necessary Technical Support. If there is any inconsistency in quality in the Technical Support provided by the Company, the Company shall continuously perform necessary Technical Support to the reasonable extent under the terms of this Agreement.
- 9.2. The Company shall not be liable for any damage caused by the suspension of the User’s business due to the Technical Support provided by the Company.
- 9.3. The Company makes no warranty that all the defects in the Products will be rectified, that the Product will properly operate in the User’s environment, or that any of the User’s lost data will be restored. The User shall take necessary measures to prevent loss of data, such as by taking back-ups.
- 9.4. The following failures are not covered by the Technical Support:
  - (1) Any failure arising from Non-SIS Products;
  - (2) Any failure that cannot be identified to have been caused by either the Product or any Non-SIS Products; or
  - (3) Any failure caused by acts of God or other unanticipated events, the User’s use of the Product in breach of the licensing agreements and manuals, or those caused by events or accidents unlikely to occur under normal use.

#### **Article 10. Indemnity**

- 10.1. The Company will indemnify the User’s damage caused by events attributable to the Company while performing the Technical Support.
- 10.2. The Company’s indemnification to the User is limited to direct, normal, and actual damage without regard to the reason(s) for the claim, and shall be no more than the amount of the fees paid by the User to the Company in accordance with this Agreement during the immediately preceding one (1) year period. Nonetheless, if the damage was caused as a result of the Company’s willful misconduct or gross negligence, the foregoing limitation of the amount will not be applicable.
- 10.3. The Company shall not be liable to indemnify any damage that was caused by an event not attributable to the Company, any damage caused by special circumstances, whether foreseeable or unforeseeable by the Company, any loss of profit or other indirect damage, loss or damage of data, or any payment of damage or the like pursuant to a claim for damages made by a third party to the User.
- 10.4. Article 9 and Article 10 set forth the total and entire liability of the Company, including legal warranties and liability for defaults.

#### **Article 11. Termination**

This Agreement will be terminated upon expiration of the Maintenance Period.

#### **Article 12. Amendment**

- 12.1. SIS may from time to time amend these Terms and Conditions. The User hereby consents in advance that (1) the latest terms and conditions effective as of the first day of the Maintenance Period will be applicable and that, (2) if the Technical Support is renewed, the latest terms and conditions effective as of the First Day of Renewed Period will be unconditionally applicable.
- 12.2. If the terms and conditions of this Agreement are amended during a Maintenance Period, the prior terms and conditions will be applicable for the remainder of the Maintenance Period; and the amended terms and conditions will not be applicable. Provided, however, that if the Technical Support is renewed, the latest

amended terms and conditions will be unconditionally applied to the renewed Maintenance Period, and the User hereby consents to the foregoing.

- 12.3.** If SIS is to amend the terms and conditions of this Agreement, it shall post the amended terms and conditions at <http://www.hulft.com/support/> no later than one (1) day prior to the date of amendment. The User shall regularly check whether there is any amendment to the terms and conditions of this Agreement.

### **Article 13. Elimination of Antisocial Forces**

- 13.1.** As a premise for good business based on relationship of mutual trust, each party hereby represents and warrants to the other that it is not an Antisocial Force. In this Agreement, "Antisocial Force" is a group or individual that falls under (1), (2), or (3) below:

- (1) An organized crime group or a member or a quasi-member of such group, an entity or a person who has been an organized crime group or its member in the past five years, an entity associated with an organized crime group, a corporate racketeer [*sokaiya*], a fraudster claiming to be a part of a social or political movement or the like, a special intelligence organized crime group, or any person or organization equivalent to any of the foregoing;
- (2) A group or individual itself or through third parties engaging in fraudulent acts, violent demands, use of threatening words, unreasonable demands beyond legal entitlement, interfering with the business operation of others, defaming the reputation or damaging the trust of others; or
- (3) International crime groups, international terrorist organizations, or other equivalent antisocial groups or their members.

- 13.2.** Each party hereby represents and warrants to the other party that neither it nor its directors, executive officers or their officers, etc., or a party who substantially controls it, falls under any of the following:

- (1) A person having such relationship with the Antisocial Forces that shows the Antisocial Forces' control over the person's management;
- (2) A person having such relationship with the Antisocial Forces that shows the Antisocial Forces' substantial involvement in the person's management;
- (3) A person having such relationship with the Antisocial Forces that shows reliance on the Antisocial Forces for the purpose of unfairly benefiting itself or third parties, or the purpose of damaging third parties;
- (4) A person having such relationship with Antisocial Forces that shows the provision of funds, benefits or services from such person to the Antisocial Forces;
- (5) A person having a personal, capital, or economic relationship or other socially condemnable relationship with the Antisocial Forces or their equivalent groups or individuals; or
- (6) A person having other relationships equivalent to any of items (1) through (5) above.

- 13.3.** The User and the Company may terminate any agreement between the parties without any prior notice if the other party is in breach of Article 13.1 or 13.2. If any agreement between the parties is so terminated, the terminating party will not be held liable for any damage suffered by the terminated party as a result of such termination. If the terminating party suffers any damage as a result of termination, the other party shall be liable for any and all damage suffered by the terminating party, without regard to the limitation of liability clauses in any and all agreements between the User and the Company.

- 13.4.** The provision of Article 13 shall be applicable to any and all present and future agreements between the User and the Company, and any similar provision regarding antisocial forces in those other agreements shall not contradict or conflict with the provision of Article 13.

### **Article 14. Termination**

- 14.1.** Either party may immediately terminate this Agreement without giving any notice or request if:

- (1) The other party's checks or notes are dishonored;
- (2) The other party is petitioned by a third party for attachment, provisional attachment, or public auction, or a third party files against the other party for disposition of delinquency of taxes or other public dues;
- (3) The other party files a petition for or is petitioned for commencement of bankruptcy procedures, corporate reorganization procedures, or civil rehabilitation procedures, or the other party begins the liquidation process;
- (4) The other party is to dissolve or transfer of all or a significant part of its business to a third party;

- (5) The other party is in breach of any of the terms of this Agreement and fails to rectify such breach within thirty (30) days after receiving a request for rectification thereof; or
- (6) The user license regarding the Product is terminated.
- (7) The other party is unable to perform all of this Agreement;
- (8) The other party clearly expresses its intention to refuse to perform all of this Agreement;
- (9) In the event where the other party is unable to perform part of this Agreement or clearly expresses its intention to refuse to perform part of this Agreement, and the purpose of this Agreement cannot be achieved by only performing the remainder of this Agreement;
- (10) In the event where, due to the nature of this Agreement or the other party's expression of its intention, the purpose of this Agreement cannot be achieved unless the performance is made on a specific date and time or within a certain period of time, and such date or time period has lapsed without this Agreement being performed;
- (11) In addition to the cases listed in the preceding items, either party fails to perform this Agreement or any individual agreement and, despite a demand from the other party, it is evident that there is no likelihood that the defaulting party will make sufficient performance to achieve the purpose of this Agreement; or
- (12) Any of the events set forth in the items of Article 542, Paragraph 1 of the Civil Code have occurred.

**14.2.** If either party is in breach of Article 13.1 or Article 13.2, or falls under any of the items (1) through (6) of Article 14.1, any and all monetary obligations of that party to the other party will be automatically and legitimately accelerated and become immediately due and payable.

#### **Article 15. Miscellaneous**

- 15.1.** The provisions of Article 4, Article 5, Article 6, Article 7.2., Articles 9.2. through 9.4., Article 10, Articles 13.3. and 13.4., Article 14.2, and Article 15.1. shall survive the termination of this Agreement.
- 15.2.** Neither party may transfer or assign to a third party all or part of its rights or obligations set forth under this Agreement.
- 15.3.** This Agreement is governed by and construed in accordance with the laws of Japan.
- 15.4.** The User and the Company shall resolve upon mutual good faith discussion any matter that is not provided for in this Agreement or any doubt in the interpretation of this Agreement.
- 15.5.** Any lawsuit regarding this Agreement shall be exclusively submitted to the Tokyo District Court in the first instance.
- 15.6.** If there is a difference or contradiction between the English language version and Japanese language version of this Agreement, the Japanese language version shall prevail.

### **Chapter II: Annual Technical Support Services, Night/Holiday Support Services**

#### **Article 16. Termination and Change of Technical Support**

- 16.1.** Without regard to Article 2.1 of this Agreement, the Company may change (1) Annual Technical Support Service to Extended Product Support Service, and (2) Night/Holiday Support Service to Night/Holiday Extended Support Service, respectively, by declaring the termination and the termination date of Annual Technical Support Services, Night/Holiday Support Services whose terms are as set forth in this Agreement.
- 16.2.** If the Company is to change the Technical Services pursuant to Article 16.1, SIS shall, in compliance with the rules of SIS, post the termination date of the Annual Technical Support Service and Night/Holiday Support Services on the web pages as prescribed by SIS, or otherwise publicly announce it in advance.
- 16.3.** If the Technical Services are changed to the Extended Support Services or Night/Holiday Extended Support Services pursuant to Article 16, Chapter I "General Provisions" and Chapter III "Extended Support Services, Night/Holiday Support Services" will be applied thereafter.

### **Chapter III: Extended Support Services, Night/Holiday Extended Support Services**

#### **Article 17. Change of Technical Support for Upgraded Products**

- 17.1.** If, during the Maintenance Period of the Technical Support, the Company offers pursuant to the User's request an extended version of the Supported Product, including any upgraded version, supported by the Extended Product Support Service or the Night/Holiday Extended Support Service (the "Upgraded Product"), and the User accepts such offer, the Extended Support Services or the Night/Holiday Extended Support Service will be terminated as applicable to the relevant Product upon the User's receipt of the Upgraded Product.

- 17.2.** If Article 17.1 is applicable, the User will be entitled to receive, as the Technical Support for the Upgraded Product provided to the User, (1) the Annual Technical Support Services with respect to the Product that has been the subject of the Extended Product Support Services; and (2) the Night/Holiday Support Service with respect to the Product that has been the subject of Night/Holiday Extended Product Service.
- 17.3.** If there is any change in the fee for the Technical Support as a result of a change in the Technical Support that the Company provides to the User pursuant to Articles 17.1 and 17.2, the User and the Company shall separately agree on the new fee for the applicable Technical Support, and such amended fee will be applied to the Renewed Period after expiration of the current Maintenance Period in which the fee amendment is agreed upon.

#### **Chapter IV: On-Site Support Services**

##### **Article 18. Conditions Precedent**

- 18.1.** On-Site Support Services are provided only for the Users (1) who have selected the Annual Technical Support Services or Night/Holiday Support Services; and (2) who are using the Product installed in a device located in Japan.
- 18.2.** SIS will provide On-Site Support Services. If a Designated Distributor is providing Annual Support Services or Night/Holiday Support Services to a User, SIS, as a subcontractor of such Designated Distributor, will provide On-Site Support Services to the User.
- 18.3.** Time-Charge On-Site Support Services will be provided for a maximum of 7.5 hours, once a year during the Effective Period. Unless otherwise agreed separately, Time-Charge On-Site Support Services are available during the same hours in which the Annual Technical Support Services or Night/Holiday Support Services are effectively provided for the Product in question.
- 18.4.** Per-Incident On-Site Support Services are provided once a year only during the Effective Period in order to resolve failures within the scope agreed upon in advance between the User and the Company. Per-Incident On-Site Support Services means that the Company supports the User in resolving an incident of which the scope shall be agreed upon in advance, in writing between the User and the Company. The Company will continue to provide the On-Site Support Services until it resolves the scope of incident agreed by the User and the Company; however, the hours of services per day shall not exceed 7.5 hours. Even if the On-Site Support Services cannot resolve the incident to the degree agreed in advance by the User and the Company, the Company may terminate providing the technical support operations upon indicating how to investigate thereafter or how to fix the issue, should the Company determine that it cannot continue providing the support operations because the errors are not reproducible, or for other reasons.
- 18.5.** When the On-Site Support Services are provided to the User, the User shall accept the following terms:
- (1)** The On-Site Support Services may not be available on the dates requested by the User;
  - (2)** The User cannot designate a specific personnel to work on-site;
  - (3)** The User shall be responsible for operating the User's equipment. If, for an unavoidable reason, the Company operates the User's equipment and causes any failure, the Company shall not be responsible for any such failure caused; and
  - (4)** The Company makes no warranties for non-conformance arising from On-Site Support Services, and Article 9.1. will not be applicable.