

The below-mentioned Terms and Conditions of Deal Registration Program (this “Agreement”) is made between Saison Information Systems Co., Ltd. (Toshima-ku, Tokyo, Japan; “**SISCO**”) and the company which SISCO has agreed to certify as a “Sales Partner” of HULFT Partner Program (HPP) (the “**Representative**”) and (each as a “Party”; collectively as the “Parties”).

## Terms and Conditions of Deal Registration Program

### RECTALS

- A) SISCO is the proprietor or licensee of certain computer software known as, among others, HULFT and DataSpider Servista.
- B) SISCO is intended to reward contributions from the Representative that have found, registered, and concluded contracts for New Deal of the Software.
- C) The Representative may take a commission from SISCO by proving how the Representative contributed to the customer’s buying decisions.
- D) The Representative may participate SISCO’s Deal Registration Program regardless if the Representative directly resale the Software to customers or indirectly contribute the deal.
- E) SISCO desires to appoint the Representative as its non-exclusive marketing representative for the purpose of securing license agreements for its Software (as herein after defined) with Licensees (as hereinafter defined) on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the Parties hereto agree as follows:

#### 1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- (1) “**Confidential Information**” means this Agreement and business, technical, financial or other proprietary information of the Disclosing Party disclosed to the Receiving Party, including but not limited to, the Software, trade secrets, processes, data, know-how, program codes, documentation, flowcharts, algorithms, marketing plans, forecasts, unpublished financial statements, budgets, licenses, prices, costs, and employee and customer lists, that is not generally known to the public and is identified as confidential or, by its nature, or under the circumstances surrounding its disclosure, should be reasonably considered confidential.
- (2) “**Disclosing Party**” means a Party disclosing Confidential Information to the other Party.
- (3) “**Effective Date**” means the date on which this Agreement becomes effective in accordance with the provisions of Article 4.
- (4) “**End-User License Agreement**” means the software license agreement in the form provided by SISCO. The form may be amended from time to time or altered by other form as SISCO may direct or approve in writing in its sole discretion.
- (5) “**Intellectual Property Rights**” means patents, trademarks, internet domain names, service marks, designs, copyright, design rights, trade and business names, applications for any of the foregoing and any other similar protected rights in any country.

- (6) **“Licensee”** means a party situated in the Territory who enters into the End-User License Agreement with SISCO in respect of any item of the Software as a result of introduction and marketing efforts made by the Representative pursuant to this Agreement.
- (7) **“Net License Fee”** means the fees paid by a Licensee pursuant to the End User License Agreement, excluding (i) support, maintenance or service charges, (ii) any charges payable in respect of modifications, additions, installation or training made or provided by HULFT in respect of the Software and (iii) applicable taxes.
- (8) **“New Deal”** means a deal with a new customer that has not purchased the Software before. Even with existing customers, a deal made by proposing the Software which the customer has not purchased before to the customer and/or a deal made through a proposal to a department of the customer that has not been introduced our products before may be the New Deal with prior written consent of SISCO.
- (9) **“Product Description”** means the product description of each item or all of the Software describing the facilities and functions thereof as supplied to the Licensee and/or Representative by SISCO from time to time.
- (10) **“Receiving Party”** means a Party receiving the Confidential Information from the other Party.
- (11) **“Software”** means (as the context admits) either any one item or all of SISCO’s proprietary software set out in Appendix 1 attached to this Agreement in object code form, including all demonstration versions of each item of Software and all error corrections, modifications, enhancements, improvements, and replacements thereof and additions thereto, together with any updates, upgrades, patches or other supplementary software as may be issued by SISCO.
- (12) **“Software Documentation”** means the operating manuals and other literature provided by SISCO to Licensee for use in conjunction with the applicable Software.
- (13) **“Software Materials”** means the Software, the Product Description and the Software Documentation.
- (14) **“Suggested Retail Price”** means the retail price of the Software, excluding applicable taxes, established and announced by SISCO. SISCO may change the Suggested Retail Price from time to time upon one (1) month’s prior written notice to the Representative.
- (15) **“Territory”** means the areas of which are listed in Appendix 1 attached to this Agreement.

## **2 Deal Registration**

- (1) In order to register a deal, the Representative shall download the specified “New Deal Registration Application Form (Microsoft Excel format)” from the HPP portal site, fill out the form, and submit it to HPP Administration Office by e-mail.
- (2) The eligibility of the registered deal is reviewed by SISCO, and the Representative will be notified of the result in “Notification of Registered Deal Review Result” describing the customer name, the deal number, the registered date and valid period (if accepted by SISCO) within three business days by e-mail.
- (3) The valid period of the registered deal is one hundred and eighty (180) calendar days from the registered date. The valid period may only be extended once more one hundred and eighty (180) calendar days by submitting an extension application request to HPP Administration Office by e-mail at least thirty (30) calendar days prior to the expiration date. The Representative will receive “Notification of Registered Deal Valid Period Extension” or be informed that the Representative’s application is not acceptable by e-mail within three (3) business days after the application request has been received by SISCO.

### 3 Appointment

(1) Subject to the terms and conditions hereof, SISCO hereby appoints the Representative and the Representative hereby agrees to act as, the non-exclusive representative of the Software in the Territory to market, promote and solicit orders for the Software to prospective Licensees.

(2) The Representative shall market, promote and solicit orders for the Software in accordance with the terms of this Agreement and otherwise in accordance with any reasonable instructions which SISCO may give the Representative from time to time.

(3) The Representative shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement or appoint any sub-representative to perform such obligations without prior written consent of SISCO.

(4) The Representative represents and warrants to SISCO that it has the ability and experience to carry out the obligations assumed by it under this Agreement and that by virtue of entering into this Agreement it is not and will not be in breach of any express or implied obligation to any third party binding upon it.

### 4 Duration

This Agreement shall commence on the date of the Representative's receipt of the Notification of HPP DRP Participation Registration Confirmation by e-mail from SISCO's HPP Administration Office after SISCO's confirming the submitted participation application form from the Representative (the "Effective Date") and shall continue in effect for a period of one (1) year unless terminated earlier in accordance with the terms of this Agreement. Unless either Party notifies the other Party in writing its intent not to renew the term of this Agreement at least ninety (90) days prior to the expiration of the then current term, the term of this Agreement shall be automatically renewed for consecutive periods of one (1) year.

### 5 Introduction, Marketing and Sale of Software

(1) The Representative shall introduce, provide information of and respond in a good faith manner queries from prospective Licensees in the Territory, who desire to license the Software from SISCO. In order for Representative to be eligible for commissions pursuant to this Agreement, Representative and SISCO shall mutually agree in writing to approve the name of the prospective Licensee (each such approved prospective Licensee referred to hereinafter as "**Registered Licensee**"). Upon such mutual written agreement, the Registered Licensee may place a purchase order **through Representative or direct to SISCO ("Purchase Order")** utilizing the then-current SISCO order process (such process may be changed by SISCO from time to time during the term of this Agreement) to license the Software that will include, for purposes of this Agreement.

(2) The Representative shall take reasonable steps to ensure only bona fide prospective Licensees are invited to purchase or subscribe the Software and enter into End-User License Agreements.

(3) SISCO accepts a Purchase Order when SISCO's authorized representative counter-signs it. Unless SISCO specifically agrees in writing, any pre-printed language in an order form or any other language conflicting with the terms of this Agreement or the End-User License Agreement shall not apply. After SISCO's acceptance of an applicable Purchase Order, SISCO will deliver to the prospective Licensee an e-mail confirming the receipt of the Purchase Order ("**E-mail Delivery**"). The Email Delivery shall include a URL of SISCO's website to download the Software as well as the ID number to log into the website which will publish a product key to be used to download, install and use the Software. When the prospective Licensee accesses the website designated in the E-mail Delivery, the Licensee must first consent to accept the terms and conditions of the End-User License Agreement in order to obtain the product key to be used

to download, install and use the Software. All Software are delivered electronically by downloading, and no physical materials will be shipped.

(4) For the avoidance of doubt, SISCO shall not be bound to accept any Purchase Orders or enter into any End-User License Agreement with any prospective Licensees introduced by the Representative.

(5) The Representative shall have no authority to accept Purchase Orders or enter into any End-User License Agreement on behalf of SISCO. The Representative shall not represent to any prospective Licensee that it has such authority.

(6) The Representative shall use its commercially best effort to persuade each prospective Licensee to pay the full license fee, and/or other applicable charges to SISCO immediately upon the execution of an End-User License Agreement and/or as scheduled therein.

## **6 Cooperation**

(1) Upon the written request of the Representative, SISCO may provide a reasonable amount of explanatory materials and promotional materials pertaining to the Software at no charge or at a charge at the sole discretion of SISCO.

(2) Upon the written request of the Representative, SISCO may lend to the Representative technical materials of the Software at no charge to the Representative, provided however that the Representative shall immediately return such technical materials upon SISCO's request.

(3) Unless otherwise provided in this Agreement or voluntarily provided by SISCO, the Representative shall be solely responsible for any and all expenses incurred in connection with the marketing, promotion and solicitation of orders for the Software and its compliance with obligations set forth in this Agreement.

## **7 Representative's Obligations**

The Representative shall:

(1) use its commercially reasonable effort to (i) market, promote and solicit orders for the Software in the Territory, (ii) introduce and encourage the prospective Licensee to license the Software by placing Purchase Orders and entering into the End-User License Agreement and (iii) seal the subject New Deal by suggesting, proposing, advising and recommending the Software to the subject Registered Licensee;

(2) promptly inform SISCO of any specific prospects or lead, as well as any opportunities of which the Representative becomes aware and which are likely to be relevant in relation to the commercial exploitation of the Software, including advantage or disadvantage to the interests of SISCO;

(3) provide SISCO referral or introduction to target customers who can buy or influence the buying decision;

(4) arrange a face-to-face meeting, conference call or any other way of communication, as SISCO may direct, with the prospective Licensee within three (3) months from the request by SISCO;

(5) inform the prospective Licensee of relevant information on the Software (including but not limited to its marketing information and security information) upon a request by SISCO;

(6) continue to provide SISCO with any update of the Licensee or prospective Licensee's information as soon as possible, no later than seven (7) days from the day the Representative become aware of such information;

(7) make its commercially best effort to attend marketing events hosted or co-hosted by SISCO, provided that SISCO requests the Representative at least thirty (30) days before the event;

- (8) provide advice to SISCO with concrete actions and processes which SISCO should take to gain contract from the prospective Licensee (including but not limited to the challenges which the prospective Licensee faces and the solution);
- (9) always cooperate with SISCO in a good faith manner for any request to introduce, contact or follow up with potential or prospective Licensees;
- (10) at all times conduct its business in a manner that will reflect favorably on the Software and on the good name and reputation of SISCO;
- (11) not by itself or with others participate in any illegal, deceptive, misleading or unethical practices including, but not limited to, disparagement of the Software or SISCO or other practices which may be detrimental to the Software or SISCO;
- (12) at all times display, demonstrate and otherwise represent the Software fairly in comparison with competitive products from other suppliers;
- (13) at all times employ a sufficient number of full-time staff who are capable of competently demonstrating the Software to prospective Licensees;
- (14) at all times maintain adequate demonstration facilities or means for the Software;
- (15) supply to SISCO such reports returns and other information relating to orders and projected orders for the Software and regarding prospective Licensees as SISCO may reasonably require;
- (16) not make any promises or representations or give any warranties or guarantees in respect of the Software except such as are contained in the Product Specification or the Software Documentation or as expressly authorized by SISCO in writing;
- (17) use SISCO's trademarks and trade names relating to the Software only in the registered or agreed style in connection with the marketing of the Software, and shall not use such trademarks or trade names in connection with any other products or services or as part of the corporate or any trade name of the Representative;
- (18) if applicable, deliver copies of the Product Description or demonstration versions of the Software in accordance with Article 7 hereof only to prospective Licensees it reasonably believes to be bona fide;
- (19) not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices affixed to or contained in the Software Materials at the time when they are delivered to the Representative;
- (20) not supply or recommend any computer equipment or any operation systems to a Licensee for use in conjunction with the Software unless otherwise expressly permitted by SISCO in writing;
- (21) promote and market the Software to the prospective Licensees strictly in accordance with the applicable laws, rules and regulations, including export control and anti-corruption laws. Representative; and
- (22) comply with all data privacy laws and regulations and guidelines (including any relevant industrial or non-industrial voluntary regulations and guidelines) applicable to the Representative under this Agreement, including, without limitation, as may be applicable, to provide advance notification to the data subject to obtain personal information, to obtain consent from the data subject to transfer the personal data to other third parties and to comply with any other applicable obligations, including those of jurisdictions outside the Territory.

## **8 SISCO's Obligations**

SISCO shall:

- (1) provide the Representative with marketing and technical assistance as SISCO may in its discretion consider necessary to assist the Representative with the marketing, promotion and solicitation of orders for the Software in the Territory;
- (2) provide, in its discretion, the Representative with an adequate number of copies of the Product Description and demonstration versions of the Software and any other promotional material relating to the Software which SISCO may produce from time to time in order to enable the Representative to fulfil its obligations under the Agreement;
- (3) notify the Representative of any change in the Suggested Retail Price of the Software;
- (4) give the Representative reasonable advance written notice of any change in the Software (including in particular any new releases or versions thereof) or of any replacement for the Software or of SISCO's intention to discontinue licensing the Software in the Territory; and
- (5) provide the Representative promptly with all information and assistance reasonably necessary to enable the Representative properly to perform its obligations hereunder in respect of any modified enhanced or replacement version of or addition to the Software.

## **9 Commission**

- (1) As consideration for the services provided hereunder, SISCO shall pay the Representative the commissions set forth in Appendix 2 attached to this Agreement, as applicable, for any Software licensed by Licensees who has been approved as a Registered Licensee. Payment terms for applicable commissions shall also be set forth in Appendix 2.
- (2) The Representative's commission shall accrue upon SISCO's acceptance of the applicable Purchase Order, the Registered Licensee's consent to the terms and conditions of the End-User License Agreement and SISCO's receipt of the applicable Net License Fee.
- (3) All commissions due and payable to the Representative shall be invoiced and paid in US dollar. All payments shall be made via wire transfer to a bank account of the Representative, and SISCO shall bear the wire transfer fees and currency conversion fees of the payment. SISCO shall be entitled to offset, at its sole discretion, any claims or receivables it has against the Representative with the commission payment obligation it owes to Representative under this Agreement. The rate of commission set forth in Appendix 2 shall be exclusive of any applicable taxes, including but not limited to consumption taxes and other taxes payable under any applicable laws, including, without limitation, federal and state tax laws.
- (4) Upon request of SISCO, the Representative shall provide SISCO with tax information of the Territory relevant to the payments made hereunder, such as SISCO's obligation to pay any tax in the Territory or to take any tax related procedures in the Territory. The Representative shall also cooperate with SISCO in the event SISCO is required to take any tax related procedures in the Territory.
- (5) The parties agree that this Agreement is entered as a non-exclusive basis and SISCO has appointed or may appoint other third party marketing representatives in the Territory in its sole and absolute discretion. SISCO may refuse to designate any prospective Licensee proposed by the Representative as a Registered Licensee if (i) such prospective Licensee has already been proposed by another marketing representative and registered as a prospective licensee by SISCO, (ii) SISCO has introduced such prospective Licensee to the Representative prior to the proposal by the Representative, (iii) SISCO's sales representative has registered such prospective Licensee as a target customer to SISCO's CRM system or (iv) a special discount has applied to such prospective Licensee by SISCO. Representative shall not be entitled to any commission with respect to such prospective licensee.
- (6) The Representative will not be eligible to receive commission from SISCO with regard to the sale of Software or subscriptions made by Licensees whom SISCO provides information to the



Representative and requests for the introduction of the Software (i.e. when SISCO obtained prospect information through seminars or events and requests the Representative for follow up); provided, however, that the Representative will be eligible to receive commission if Representative has provided the same information to SISCO in advance of such events or seminars.

(7) No commission shall be payable if (i) the total Suggested Retail Price of the applicable Purchase Order is less than 5,000 (five thousand) US dollar or (ii) the Licensee cancels a Purchase Order and did not pay its Net License Fee to SISCO. If the Representative has already received commission from SISCO with respect to the Licensee who later cancels the Purchase Order, the Representative shall return such commission to SISCO within 30 days from the cancellation.

## **10 Property Rights**

(1) The Software Materials and all the Intellectual Property Rights therein or relating thereto are and shall remain the sole and exclusive property of SISCO. All copies of the Software Materials in the Representative's possession custody or control shall, at the discretion of SISCO, shall either be returned to SISCO upon request or otherwise destroyed by the Representative as SISCO may direct.

(2) The Representative shall notify SISCO immediately if the Representative becomes aware of any unauthorized use or infringement of any of the Software Materials or any of the Intellectual Property Rights therein or relating thereto. The Representative shall assist SISCO in taking all necessary steps requested by SISCO to defend SISCO's rights therein under SISCO's instruction. SISCO shall pay the reasonably incurred expenses to the Representative for such assistance, provided that the Representative complies with its obligations set forth above in this Article.

(3) Representative expressly agrees and understands that Representative and the Licensees are only granted with the rights expressly provided in this Agreement and that none of the Representative or the Licensees acquires any right, title or interest to the Software or any other Software Materials through its activities, other than those rights expressly set forth in this Agreement and/or the End-User License Agreement, as applicable.

(4) The Representative shall not and shall not cause any third party to use, reproduce or deal in the Software Materials or any copies thereof without the prior written approval of SISCO or as expressly permitted under this Agreement.

(5) Subject to the terms and conditions of this Agreement and solely in connection with Representatives performance of its obligations hereunder, Representative may use SISCO's trademarks, trade names, service marks and logos in accordance with SISCO's reasonable instruction and then-current usage guidelines, provided that the Representative shall obtain prior written approval of SISCO for each use of SISCO's trademarks, trade names, service marks and logos.

(6) Representative hereby grants to SISCO the right to use Representative's trademarks, trade names, service marks and logos on SISCO's website, presentation materials and other promotional materials in accordance with reasonable instruction and then-current usage guidelines of the Representative.

(7) This Article shall survive after the termination of this Agreement.

## **11 Confidentiality**

(1) The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose the Confidential Information to any third party. Furthermore, the Receiving Party shall not make use of the Confidential Information for any purpose other than for the performance of its obligations hereunder and shall disclose the Confidential Information only to its employees, officers or directors or its affiliates, if any, who have the need to know the Confidential Information for the purpose of this Agreement and who have agreed to confidential obligations similar to the confidential obligations hereunder.

(2) The Receiving Party shall notify the Disclosing Party in writing if it becomes aware of any unauthorized possession, use, or knowledge of the Confidential Information.

(3) Upon expiration or termination of this Agreement or at request of the Disclosing Party, the Receiving Party shall promptly return or destroy, at the discretion of the Disclosing Party, all Confidential Information, including copies and reproductions thereof, provided to the Receiving Party pursuant to this Agreement.

(4) Upon expiration or termination of this Agreement or at request of SISCO, the Representative shall cause all Software and any other Software Materials to be erased from all computers of or under the control of the Representative and shall certify to SISCO that the same has been done.

(5) The Parties acknowledge that the confidentiality obligations under this Article 11 do not apply to any information that: (i) is or becomes generally known to the public through no fault of the Receiving Party; (ii) the Receiving Party had already known prior to the disclosure by the Disclosing Party; (iii) the Receiving Party has independently developed without use of the Confidential Information; (iv) the Receiving Party has obtained from a third party without breaching any of its confidentiality obligations; and (v) is required to be disclosed pursuant to a valid government or court order, provided that the Receiving Party notifies the Disclosing Party in writing so as to allow the Disclosing Party to contest such disclosure.

(6) This Article shall survive after the termination of this Agreement for a period of three (3) years from the date of termination.

## **12 Reservation of Rights**

SISCO reserves the right:

(1) to market, promote, solicit orders for and otherwise exploit the Software directly in the Territory in its sole discretion, including, without limitation, by the appointment of other representatives, distributors or dealers;

(2) to modify, enhance, replace or make additions to the Software in any way whatsoever as SISCO may in its discretion determine (whether for a particular Licensee or generally) and to charge additional fees therefor;

(3) to discontinue licensing the Software in the Territory. If SISCO discontinues licensing all items of the Software in the Territory, this Agreement shall forthwith automatically terminate; and

(4) to require the Representative either not to use or to cease to use any advertising or promotional materials in respect of the Software which do not conform to the requirements set forth in this Agreement.

## **13 Customer Enquiries**

The Representative shall promptly forward to SISCO any inquiries it may receive for the Software from parties situated outside the Territory.

## **14 Termination**

(1) Notwithstanding anything else contained herein, this Agreement may immediately be terminated:

(a) by SISCO forthwith on giving notice in writing to the Representative if:

- (i) the Representative has or has threatened to sell, assign, part with or cease to carry on its business or that part of its business relating to the marketing of the Software;
- (ii) the Representative has or has threatened to sub-contract its interest in this Agreement to any third party; or
- (iii) the control of the Representative has been transferred to any other third party.



(b) by either Party forthwith on giving notice in writing to the other Party if:

- (i) by either Party for any or no reason upon ninety (90) days' written notice to the other Party;
- (ii) the other Party commits material breach of any terms of this Agreement and have failed within thirty (30) days after the receipt of a request in writing from the other Party to remedy the breach;
- (iii) a petition for attachment, provisional attachment or foreclosure sale is filed against the other Party;
- (iv) a petition for bankruptcy, corporate reorganization, civil rehabilitation, insolvency, liquidation or other similar proceedings is filed by or against the other Party; or
- (v) the other Party attempts to dissolve, or the other Party attempts to transfer or assign all or a substantial part of its assets to a third party; or
- (vi) the other Party is found to be: (i) a criminal organization; (ii) a member of any criminal organization; (iii) an entity affiliated with any criminal organization; (iv) a corporate extortionist; or (v) an entity or an individual that makes violent and/or illegal demands against others.

(2) Subject to Article 15 below, the Representative shall not be entitled to any compensation or indemnity (whether for loss of agency rights, goodwill or otherwise) as a result of the termination of this Agreement in accordance with its terms.

## **15 Effect of Termination**

On the termination of this Agreement:

(1) All rights and obligations of the Parties under this Agreement shall automatically terminate except:

- (a) for such rights of action or obligations as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;
- (b) that the terms of this Agreement shall remain in full force and effect in respect of any obligations to be performed hereunder by the Parties in respect of an execution of End-User License Agreement which remain unperformed at the time of termination.

(2) Representative's right to promote, market and solicit orders for the Software as well as Representative's right to use SISCO's or its licensors' trademarks, trade names, service marks and logos shall immediately cease upon termination of this Agreement; and

(3) SISCO may accept Purchase Orders through to the effective date of expiration or earlier termination of this Agreement. Company shall pay Representative in accordance with the terms and conditions of this Agreement any commission due hereunder from a Purchase Order received by Company up to and including the date of expiration or earlier termination, as applicable. Representative shall not be entitled to any other compensation.

## **16 Audit**

SISCO shall have the right, with reasonable notice to the Representative, to audit Representative's use and management of the Software Materials and compliance with the terms and conditions of this Agreement, no more than two (2) times each calendar year. Upon the request of SISCO, the Representative shall promptly provide information necessary for such audit. The Representative shall also cooperate with SISCO in obtaining necessary information from applicable Licensees.

## **17 Waiver of Remedies**

All waivers shall be in writing and signed by the Party making any such waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

## **18 Liability and Indemnity**

(1) In no event shall SISCO be liable to the Representative or any third party for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this Agreement, including loss of profit, use, data or other economic advantage, regardless of whether it is based on breach of contract, tort or otherwise or whether SISCO has previously been advised of the possibility of such damages. In no event and at no time shall SISCO be liable to the Representative for any amount in excess of the amounts actually paid by SISCO to the Representative for the period of the most recent twelve (12) months under this Agreement.

(2) Subject to the preceding paragraph, each Party agrees to indemnify, defend and hold the other Party and its employees, officers, and directors harmless against any and all claims, costs, suits, and damages, including reasonable attorneys' fees arising out of the performance or nonperformance of or breach of this Agreement, excluding any claims or liabilities arising out of the negligence or willful misconduct of the other Party.

(3) If any claim is made against either Party for which indemnification is sought under the preceding paragraph, the indemnified Party shall promptly notify the indemnifying Party and allow it sole control of the defense of the claim (provided always that the indemnifying Party shall not settle or compromise the claim without the prior written consent of the indemnified Party, such consent not to be unreasonably withheld or delayed without any reasonable reason). The indemnified Party shall not do anything which may prejudice the defense of the claim and shall provide all reasonable assistance required by the indemnifying Party in defending the claim, at the indemnifying Party's cost and expense.

## **19 Force Majeure**

Neither Party will be held responsible for damages caused by delay or failure to perform its undertakings hereunder when such delay or failure is due to an event of force majeure, including without limitation, fires, strikes, labor disputes, floods, acts of god, war, terrorism and/or acts of public authorities; provided that the event of force majeure was beyond the relevant Party's control or could not have been reasonably foreseen or provided against, prompt notice of such event is given to the other Party and all reasonable steps (if any) to provide against such event had been taken and the disrupted Party had used best endeavors to mitigate any damages arising from such event. If the Representative is prevented from performing its services to SISCO under this Agreement for more than sixty (60) days, SISCO will have the right to terminate this Agreement.

## **20 Assignment of Rights and Obligations**

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party.

## **21 Notices**

(1) Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the other Party, as follows, by personal delivery, e-mail, facsimile, certified or registered mail with postage prepaid or international express courier:

To SISCO:

Saison Information Systems Co., Ltd.  
19F Akasaka Intercity AIR  
1-8-1 Akasaka, Minato-ku,  
Tokyo 107-0052, JAPAN

To Representative:

(Described in the Representative's Notification of HPP/DRP Participation Registration Confirmation)

(2) All notices under this Agreement shall be deemed given upon receipt by the receiving Party in the case of personal delivery, timestamp of successful transmission in the case of e-mail or facsimile, or ten (10) days after deposit with postal service in the case of certified or registered mail.

## **22 Severability**

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the remainder of the provisions of this Agreement shall be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law and expressing the original intent of the Parties.

## **23 Governing Law and Jurisdiction**

(1) The Agreement shall be governed by and construed in accordance with the laws of Japan, without giving effect to any principles that provide for the application of the laws of another jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

(2) Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the Japan Commercial Arbitration Association (JCAA) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Tokyo, Japan. The language to be used in the arbitral proceedings shall be Japanese.

## **24 Amendment**

This Agreement may be amended or modified by SISCO from time to time during the term of this Agreement upon one (1) month's prior written notice to the Representative.

## **25 Entire Agreement**

This Agreement together with all Appendices constitutes the entire agreement between the Parties and supersedes any communications or previous agreements with respect to the subject matter hereof. In the event there is any inconsistency between this Agreement and any other terms, documents, or agreements, whether written or oral, this Agreement shall prevail.

## **26 Nature of Relationship; Agency**

Each Party is and for all purposes shall be deemed to be an independent contractor with respect to the performance of its obligations and duties under this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, agency or any other similar arrangement between the Parties whatsoever. Neither Party shall have the authority to assume or create obligations on behalf of

the other Party, and neither Party shall take any action that has the effect of creating the appearance of its having such authority. This Agreement shall not be deemed to constitute either Party to be the agent of the other Party.

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## Appendix 1

### **THE SOFTWARE AND TERRITORY**

#### **1. Software**

HULFT

HULFT-HUB

HULFT-WebFileTransfer

DataSpider Servista

DataMagic

Note: - New licenses for the above-mentioned products of New Deal are applicable.

- (i) Any updates to those products, (ii) OEM products and (iii) repeat purchases by an existing customer are not applicable.

#### **2. Territory**

United Kingdom



## Appendix 2

### COMMISSION

For any Software licensed by a Registered Licensee, SISCO will pay to the Representative the applicable commission percentage set forth below after the execution of the following transaction and SISCO's receipt of applicable Net License Fee from the subject Registered Licensee.

HULFT	5% of applicable Suggested Retail Price
HULFT-HUB	5% of applicable Suggested Retail Price
HULFT-WebFileTransfer	5% of applicable Suggested Retail Price
DataSpider Servista	5% of applicable Suggested Retail Price
DataMagic	5% of applicable Suggested Retail Price

The Representative shall notify **and submit** the following to HPP Administration Office by e-mail within 10 (ten) business days from the subject Registered Licensee's placement the Purchase Order.

- The name of applicable Registered Licensee.
- Deal number (described in "Notification of Registered Deal Review Result" provided by SISCO)
- Scheduled delivery date of the applicable Software to the applicable Registered Licensee
- **the Representative's contribution to the subject Registered Licensee's buying decision process of the subject Software**
- Bank account information of the Representative to which SISCO pay the reward

Once SISCO **approves the submission by the Representative**, the Representative will be notified amount of the applicable commission and scheduled payment date by e-mail within 5 (five) business days from the confirmation by SISCO.

