Virtual Appliance License Agreement

Licensed Product Identification No.

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Important: This Virtual Appliance License Agreement (hereinafter "Agreement") is a legal agreement between the end user (hereinafter "Customer") and Soliton Systems K.K. (hereinafter "Soliton") for the use of the product: InfoTrace Mark II Server Virtual Appliance, InfoTrace Mark II Spooler Virtual Appliance, InfoTrace Mark II Analyzer Virtual Appliance and Mark II Client which is used with InfoTrace Mark II Server Virtual Appliance(hereinafter "Product").

By proceeding to install or use this Product, Customer is consenting to be bound by this Agreement.

If Customer does not agree to the terms and conditions of this Agreement, discontinue using the Product and return the Product and its accessories (manual, other documentations, external packaging, and all others) to their purchased reseller and also delete the Product from the virtual machine or computer. Pursuant to the rules for amendment to a standardized form of contracts under Article 548-4 of the Civil Code of Japan, Soliton may amend this Agreement without Customer's approval by notifying the amendment, the amended terms and the effective date of the amendment on Soliton's website, via email to Customer or in any other manner. Customer will be deemed to have agreed to the amended terms if Customer uses the Product after the amendment. The most current version of the Agreement can be viewed at https://www.soliton.co.jp/eula/ .

Name of the Customer :

Name of the Product: InfoTrace Mark II Server Virtual Appliance / InfoTrace Mark II Spooler Virtual Appliance /InfoTrace Mark II Analyzer Virtual Appliance

Number of License:

Period of License:

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Article 1. License Granted

1. Soliton holds the right to grant the use of the Licensed Product (hereinafter "Licensed Product") and its related services, as or on behalf of the original owner of the Licensed Product and the software, including Third Party Software licensed to Soliton, embedded in the Licensed Product (hereinafter, "Software"). For the purpose of this Agreement, the term the Licensed Product and the Software shall include all the updates and bug fixes provided by Soliton and subsequently installed onto the Licensed Product by Customer under this Agreement.

2. Soliton grants Customer a non-exclusive, non-sub-licensable, non-transferable license as follows:

    (1) To install the Licensed Product and the Software embedded in the Licensed Product and

use one instance on the virtual machine at the same time within the standard range of purpose. "Install" means to import the Licensed Product into the computer. In some instance, license key for the Licensed Product may be required.

(2) If subscription license is purchased, the usage shall be within the range of purpose as specified in the "Subscription License Notice" as attached. License key will be required for activation.

(3) The usage of Mark II Client shall be within the range of purpose as specified in the "License Notice".

(4) Soliton may alter the range of purpose provided as standard with the Licensed Product. Furthermore, in the case where there are any particular provisions applicable to the Licensed Product, and such particular provisions shall include, but are not limited to, manual, catalogs or any information that is published by Soliton (on website etc), Soliton grants to the Customer the usage within the range of purpose as provided in the particular provisions.

(5) The evaluation license granted to Customers by Soliton allows Customers to install the Licensed Product once and use the generated instance on the virtual machine, as described in Article 1-2-(1), for a period of thirty (30) days from the time of the installation, unless otherwise specified.

(6) If Period of License is provided, the usage of Licensed Product shall be within Period of License.

3. Soliton may, at its sole discretion, suspend any account in violation of this Agreement or require Customer to purchase additional product or license required for Customer's use of the Licensed Product.

Article 2. Prohibited Uses

Customer shall not:

1. Use or copy the Licensed Product beyond the scope permitted by this Agreement.

2. Transfer, rent, lease, distribute, sub-license the Licensed Product or the Software, or any other act similar to the foregoing, to third party, whether it is for commercial or non-commercial purpose.

3. Modify, reverse-engineering, disassembling, or any other act similar to the foregoing.

4. Change or delete any copyright notice on the Licensed Product, or use the Licensed Product or its related services to enable copyright protection-circumvention devices or to violate or circumvent in any manner any content copyright, content protection scheme, or content copy policies.

5. Direct or indirect export in violation of any applicable law.

Article 3. Third Party Software

Third Party Software provided in the Licensed Product is subject to various terms and conditions imposed by the licensors of such Third Party Software. Customer's use of the Third Party Software is subject to and governed by the respective Third Party Software licenses. By using the Licensed Product and its related services, Customer agrees to comply with the terms and conditions contained in all such Third Party Software licenses.

Article 4. Limited Warranty

1. The Licensed Product shall essentially be provided by electronic download. For any reason, in the case where the Licensed Product is provided by physical media and if there is physical defect in the physical media, Soliton shall provide free exchange for the physical media within ninety (90) days after the purchase of the Licensed Product. Limited warranty applicable for the physical media prior to the free exchange shall apply. Limited warranty shall not apply to the evaluation version of the Licensed Product where the license is provided free of charge.

2. Paid Support Service Contract (Maintenance Contract) shall be concluded separately based upon the contents of the basic contract for the relevant support service, individual contract (operating procedure) and other relevant contracts.

3. The Licensed Product and its related services are provided with the limited warranty as explicitly-defined in Article 4-1 and Article 4-2. The Licensed Product and its related services are provided "AS IS", without warranty of any kind of fitness for a particular purpose of the Customer or without any warranty such as, but not limited to, remediation of bugs (including, without limitation, bugs, architectural defect) for defect of the Licensed Product and its related services.   In no event shall Soliton ensure complete protection from any malware, malicious attack and/or other threats, whatsoever.

4. In no event will Soliton be liable to the Customer for any special, incidental, punitive or consequential damages (including, but not limited to, lost profits, loss of use, loss of data or loss of goodwill), the costs of procuring substitute products, arising out of or in connection with this Agreement or the use or performance of the Licensed Product and its related services provided by Soliton hereunder, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, and whether or not Soliton has been advised of the possibility of such damage.

5. Soliton may change, stop offering or terminate the Licensed Product and its related services without any prior notice to Customer.

Article 5. Indemnification

Despite the provision of the preceding item, the following shall not be covered by warranty.

1. Any kind of direct, indirect or incidental damage (including, but not limited to, damage, defect of hardware and/or software of Customer, regardless of ordinary or special damage)

2. Misuse, remodeling, operations that do not meet the specifications to which Soliton agreed, or, malfunction or damage resulting from the use of product or media which were not provided by Soliton.

3. Soliton shall be held harmless against any liability or damage, arising from non-delivery of the notice from Soliton to Customer as a result of Customer's failure to provide Soliton with the correct or updated contact information at the time of the purchase, the registration of the Licensed Product or the renewal of the license.

4. Malfunction or damage that may arise from natural disaster or inevitable force.

Article 6. Exclusion of Anti-Social Forces

Customer represents, warrants and covenants to ensure that Customer, its parent company, its affiliated company, any of the board members or other personnel substantially involved in its management, employees, and stakeholders have not fallen under any of the following categories through 1 to 6 in the past (such person or group referred to as the "OCGs"), shall not fall under any of OCGs, and have never conducted or will not conduct any of the following actions through 7 to 11:

1. an organized crime group;

2. a member of an organized crime group;

3. a quasi-member of an organized crime group;

4. a related company or association of an organized crime group;

5. a corporate racketeer; or

6. other equivalent person of any category above 1 to 5.

7. a demand with violence;

8. an unreasonable demand beyond its legal entitlement;

9. use of intimidating words or actions in relation to transactions;

10. an action to defame the reputation or interfere with the business of Soliton or Soliton Affiliates by spreading rumor, using fraudulent means or resorting to force; or

11. other equivalent actions of above 7 to 10.

Article 7. Intellectual Property Protection

Soliton or its licensors retain ownership of all proprietary rights in or associated with the Licensed Product and its related services and these proprietary rights are protected by Japan and international copyright and other intellectual property laws and international trade provisions. Customer acknowledges that the Licensed Product may contain unpublished information and embody valuable trade secrets proprietary to Soliton and/or its licensors. Soliton and/or its licensors reserve all rights in the Licensed Product whether or not expressly granted herein. The license granted hereunder and Customer's right to use the Licensed Product and its related services terminate automatically if Customer violates any part of the Agreement. No rights shall be

transferred or granted to Customer except the rights which are expressly permitted under this Agreement.

Article 8. Confidential Information

"Confidential Information" means any non-public business or technical information of Soliton or its licensors including, without limitation, any information relating to Soliton's or its licensors' trade secrets or know-how that is designated as "confidential", either orally or in writing, or that Customer knows or should know is considered confidential or proprietary by Soliton or its licensors. Customer agrees to maintain the Confidential Information in strict confidence and not to use Confidential Information except as expressly authorized by Soliton or its licensors in writing. Customer shall ensure that no unauthorized persons shall have access to the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes part of the public domain through no breach of the Agreement by Customer; (ii) is independently developed by Customer without reference to any Confidential Information; or (iii) is rightfully disclosed to Customer by a third party without restriction on disclosure.

Article 9. Trademarks

Customer acknowledges and agrees that the term Soliton and other related logos and designs provided hereunder are the exclusive trademarks of Soliton, registered in Japan and elsewhere, and that Customer shall not use or reproduce these Trademarks without first obtaining a trademark license from Soliton. All other trademarks, trade names and service marks referenced in the Licensed Product or Soliton website are the exclusive properties of their respective owners. All rights reserved.

Article 10. Privacy

Soliton and its licensors' use of any information provided by Customer, including without limitation, user registration data and usage information, is set forth in the privacy policy at https://www.soliton.co.jp/privacy/ . (Japanese edition only)

Article 11. High-Risk Use

Customer hereby acknowledges that the Licensed Product and its related services are not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting the foregoing, the Licensed Product and its related services shall not be used in connection with any life support system. Soliton and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. Customer agrees to hold Soliton and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses

of the Licensed Product and its related services.

Article 12. Miscellaneous

1. This Agreement comes into effect when Customer installs or uses the Licensed Product and continues using the Licensed Product. This Agreement shall be valid until Customer terminates the use of the Licensed Product or Soliton terminates this Agreement based on the following items.

2. Soliton may, at its discretion, inspect and verify Customer's license activation and utilization status. Customer shall provide reasonable and necessary assistance for such inspection, and promptly furnish Soliton with requisite information.

3. In the case where Customer violates any of the articles in this Agreement, Soliton may terminate this Agreement immediately without any notice to Customer. In such case, Customer shall discontinue using the Licensed Product and delete the Licensed Product and its accessories (manual, other documentations, and all others) from the virtual machine or computer by following Soliton's instruction. In the case where the Licensed Product is provided by physical media, Customer shall return the physical media to its original reseller. Any refund of the purchase price will not be made for returned articles. Soliton or its licensors shall not be liable to any damages incurred with Customer as a result of the termination of this Agreement.

4. Customer acknowledges that the Licensed Product and any documentation/technical data accompanying with or contained in the Licensed Product are subject to the export control laws of Japan and elsewhere. Customer must always continue to comply with Japanese and other applicable export control laws.

5. Soliton is entitled to make claim to Customer for compensation if Soliton suffers damage due to the violation of this Agreement by Customer. Neither Soliton nor its licensors shall be responsible for any loss, damages, costs or expenses which may be incurred by Customer/or third party.

6. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected.

7. If any dispute out of or related to this Agreement cannot be resolved amicably by and between Soliton and Customer, such dispute shall be settled by Tokyo District Court for its original jurisdiction.

8. This Agreement shall be governed by and construed under the laws of Japan.

Last Revised on January 12, 2021