

Garoon mobile Android for On-Premise License Agreement

Notes for companies and organizations ("Customer" [or "You"]) that are going to use "Garoon mobile for Android" ("Software") of Cybozu, Inc. ("Cybozu"):

This License Agreement ("Agreement") is a legal agreement to be entered into by and between Customer and Cybozu. Once Customer has started using the Software, Customer shall be deemed to have agreed to be bound by the terms and conditions of this Agreement, and the Agreement shall be deemed to have been formed. This Software is protected by the Copyright Act and the Convention on Copyright and treaties related to copyright as well as other laws and treaties regarding intellectual property rights. Cybozu only licenses but does not sell this Software to Customer.

This Software may include third party programs in which Cybozu does not have copy rights. This Agreement shall not apply to these programs. For the terms and conditions for each such program, please refer to the "Open Source Licenses" section of the Software.

If you do not agree to these terms and conditions, you cannot use this Software so please uninstall this Software promptly.

1. Scope of Use

This Agreement licenses Customer the rights to:

(1) allow only users registered for the services to be accessed by Customer in this Software (collectively, the "Services") to install and use the Software.

Customer shall cause each user to comply with the Agreement when using the Software:

(2) To use the Software, Customer needs to purchase the right of use in accordance with the license agreement related to the Services.

2. Provision of Information regarding the Use of the Software

Customer agrees to provide Cybozu with the information set forth in the "Mobile App Data Policy" in relation to the use of the Software for upgrade and improvement of the product.

Please see our "Mobile App Data Policy" for more information about how we handle your information.

<https://cybozu.co.jp/privacy/mobile-app-data-policy/>

3. Other Rights and Restrictions

(1) Customer may reproduce the Software only to the extent necessary to back-up data entered by Customer and for the sole purpose of such back-up but may not do so for any other purpose.

(2) Customer shall not reproduce, distribute, lend, transfer (including automatic public transmission and enabling transmission), lease or offer as security, etc. the Software for any purpose other than for back-up purposes. Further, the right to try out or use the Software may not be assigned, resold or licensed.

(3) Customer shall not revise, translate, reverse-engineer, decompile or disassemble the Software or any document regarding this Software, nor create any derivative products of the Software. Further, Customer may not use any component of the Software separately from the Software.

(4) Customer shall be responsible for any and all activities arising from its own use of the Software whether such activities have been approved by Customer or based on the activities undertaken by the employees of Customer or third parties such as its contractors, agents, etc. unless such activities have arisen from a breach of this Agreement by Cybozu.

4. Cancellation and Termination of this Agreement

(1) If Customer breaches or is suspected of being in breach of any of the terms and conditions of the Agreement, Cybozu may forthwith cancel the Agreement without any notice.

(2) If the Agreement is terminated due to cancellation, Customer shall destroy the Software, components, documents and any reproductions thereof (including, but not limited to those for back-up purposes) and completely delete them from all the memory devices (whether tangible or intangible such as virtual environment) and shall not continue the use thereof.

(3) Even in the case of termination of the Agreement due to cancellation, Cybozu shall not be liable for any damage incurred by Customer or any third parties due to the Software becoming unusable in whole or in part.

5. LIMITATION OF WARRANTIES

(1) CYBOZU MAKES NO WARRANTIES THAT THE FUNCTIONS INCLUDED IN THIS SOFTWARE ARE SATISFACTORY TO THE NEEDS OF CUSTOMER, THAT THE SOFTWARE OPERATES PROPERLY, OR THAT ANY DEFECTS (INCLUDING SO-CALLED BUGS AND STRUCTURAL ISSUES, ETC.) CONTAINED IN THE SOFTWARE WILL BE CORRECTED.

(2) Cybozu may change or discontinue any functions of the Software or any services incidental to the Software without the prior permission of Customer. In the case of such change, Cybozu does not permanently warrant the equivalent use environment as that of the Software as at

the time of the execution of the Agreement.

(3) Any oral or written information or advice of Cybozu shall not constitute new warranties.

6. LIMITATION OF LIABILITIES

(1) Customer hereby confirms and agrees that it shall be solely liable for any direct and indirect damage arising from the use of this Software and the use of the services incidental to the Software (such as loss of data, server going down, suspension of business operation or complaints from third parties) and for any risks.

(2) IN ANY EVENT OR WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL GROUND, NEITHER CYBOZU, SUPPLIERS OR DISTRIBUTORS OF THE SOFTWARE, OR PROVIDER OF EACH INFORMATION CONTENT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE INCURRED BY CUSTOMER OR OTHER THIRD PARTIES INCLUDING DAMAGE ARISING FROM LOSS OF BUSINESS VALUE, SUSPENSION OF BUSINESS OPERATIONS, COMPUTER FAILURE OR OTHER COMMERCIAL DAMAGE AND LOSS, ETC. FURTHER, CYBOZU SHALL NOT BE LIABLE FOR ANY THIRD PARTY COMPLAINTS.

7. Copyrights

(1) Any intellectual property rights including the ownership and the copyright in the Software (including the portion of HTML program and each screen display), documentation, drawings or documents related to the Software ("IPR") shall belong to Cybozu and its suppliers.

(2) The IPR is protected by the Copyright Act and other laws and treaties regarding intellectual property rights. Therefore, Customer must handle the IPR in the same manner as other copyrighted work.

(3) The intellectual property rights in each content accessed, displayed and used from the Software is the property of each information content provider and is protected by the Copyright Act and other laws and treaties regarding intellectual property rights.

8. Amendments to the Agreement

(1) Cybozu may modify or partially abolish the terms of this Agreement. In such case, the contents of this Agreement shall be in accordance with the terms after the amendment. In the event that any amendment or partial abolition of the Agreement does not conform to the general interests of Customer, Cybozu shall notify Customer at least one (1) month prior to the date of such change in a manner designated by Cybozu. If Customer continues to use the Software after the date of the amendment, the modified terms and conditions will apply to

you.

(2) In the event that the amendment or partial abolition set forth in paragraph (1) above includes modifications or partial discontinuations of this Agreement associated with an update of the Software, Cybozu may stipulate by supplementary provisions that the modifications or partial discontinuations of the contents of this Agreement accompanying the update of the Software shall apply after the date of installation of such update.

9. Governing Law and Miscellaneous Provisions

(1) This Agreement shall be governed by the laws of Japan without giving effect to the principles of conflicts of laws.

(2) Regarding the Agreement or the Software based on trade in Japan, all disputes, controversies or differences which may arise between the parties shall be finally settled by a district court in Tokyo as the court of first instance. In addition, regarding the Agreement or the Software based on overseas trade, all disputes, controversies or differences which may arise between the parties shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

10. Other Matters

(1) In the event that a license agreement or terms and conditions different from this Agreement are attached to the Software purchased by Customer, except where Cybozu clearly indicates that they are different from this Agreement, the provisions of this Agreement shall apply to the use of the Software by Customer.

(2) This Agreement constitutes the sole agreement regarding licensing between both parties and may only be amended in writing signed or sealed by both parties. In addition, the terms and conditions stated in the order form prepared by distributors for Customer shall have no effect on this Agreement and shall not affect the content of this Agreement in any way. In the event that the effect of any provision of this Agreement is restricted by any applicable laws and regulations, such provision shall have effect to the extent permitted by such laws and regulations. Further, even in the event that any of the provisions of this Agreement is held invalid based on any applicable laws and regulations, other provisions hereof shall remain in full force and effect.