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1. Definition

- (1) "The License" shall mean the right to use the Software within the scope of and in accordance with the terms and condition of the Agreement.
- (2) The "License Key" shall mean the series of random alphabets and numbers provided by Cybozu to the Customer. The Customer may begin to use the Software by registering the License Key to the Software. A single License Key shall be generated for each License; provided that if the Customer who has a License or Licenses purchases another License, the terms and conditions of which are different from those of the License(s) the Customer already owns, the terms and conditions of the latest obtained License shall apply to any and all Licenses owned by the Customer. The Customer may not register one License Key more than once whether into the same server or different servers.
- (3) "Service License" means the right to use the Service within the scope permitted under the Garoon 5 Service License Agreement provided by Cybozu separately. Please refer to the Garoon 5 Service License Agreement for the terms and conditions of the Service License. The Customer shall be deemed to have agreed to such Service License Agreement if the Customer accepted this Agreement.
- (4) The "Registered User(s)" shall mean a person or persons who are registered as a user or users using the Software. The Customer may not register, as the Registered Users, more persons than the number approved by Cybozu under The License. If the Customer purchases additional User License(s), the Customer may register additional Registered User(s) up to the number of User License(s) purchased. The Customer only register persons as the system administrator from the members of the Customer. However, only in the case of delegation of system administration, the Customer may register assigned member as the system administrator.

2. Scope of Use

Cybozu grants the following rights to the Customer:

- (1) With a single License, the Customer may install the Software to one server or computer only; provided that, however, the Customer may install the Software to more than one servers or computers up to the number that is approved by Cybozu, only if the Customer applied such installment in accordance with the procedure as provided by Cybozu.
- (2) Any person or persons other than the Registered User(s) may not use the Software in favor of the Customer.
- (3) The number of Registered Users and other terms and conditions of each The License shall not be shared with any company, person and/or entity other than the Customer.
- (4) The customer may not use a single License Key for more than one operation simultaneously whether in the same computer or not.
- (5) Use of certain parts of this Software may require the purchase of a license other than The License, the installation of a program other than the Software.

3. Other Rights and Limitations

- 3-1.
 - (1) The Customer may duplicate the Software solely for the purpose of backing up, provided, however, that Customer may not try out, use, or run such back up of the Software on any computer, whether owned by the Customer or not, except for the case where the Customer fixes the data originally installed. The Customer may duplicate the Software for the purpose of examinations to confirm whether modified programs and/or optional components of the Software are suitable to the technical environment of the Customer before the installment thereof; provided that any duplications hereunder shall be used only for the purpose of such examinations and may not be used permanently, and, therefore, the Customer shall delete and destroy any of such duplications immediately after the relevant examination is completed.
 - (2) The Customer may transfer the Software to another server computer owned or legitimately held by the Customer, when the Customer must delete the Software from the server computer from which the Software was transferred.
- 3-2.
 - (1) The Customer is not allowed to duplicate, distribute or transmit (including to post on a website and/or any other act to have the Software accessible from the public).
- 3-3.
 - (1) The Customer is not allowed to lend, lease or pledge the Software. In addition, the Customer may not assign, transfer or sublicense the right to use or try out the Software to any third party. Therefore, in no event shall the Customer grant any right to use the Software to any individuals including but not limited to any directors, officers or employees of any company or entity other than the Customer.
- 3-4.
 - (1) The Customer may not, in any way, reverse engineer, reverse compile, reverse assemble, modify, or change the Software or make any software derived from the Software. In addition, the Customer may not duplicate, modify, change or translate any document in relation to the Software.

3-5. Notwithstanding the provision of the preceding paragraph, the Customer may, at its own responsibility, risk, and expense, reverse engineer the Software and obtain a copy of the object code, etc. solely for the purposes specified in the Section 6 of GNU Lesser General Public License version 2.1 or the Section 6 of GNU Library General Public License version 2. Such object code, etc. can be obtained during the period required by such applicable licenses by contacting Cybozu.

3-6. (1) No right shall Cybozu grant the Customer relating to any use of trademarks and/or service marks of Cybozu. Cybozu shall reserve any and all right other than those explicitly conferred to the Customer under this Agreement.

(2) In the case Cybozu grant the Customer the License to use the Software as "version up" from an old version of the Software (the "Old Version Product") or "transfer" from the products competing with the Software (the "Competing Product"), the license shall be subject to the condition that the Customer obtained legal and effective license to use the Old Version Product or the Competing Product. If the Customer purchased the License as "version up," the license of the Old Product shall be automatically terminated and, therefore, the Customer shall uninstall the Old Version Product before installing the Software, when the Customer may use the latest version of the Software only; provided that, however, if the Customer needs to convert the data held under the Old Version Product, the Customer may use the Old Version Product until such conversion is completed, where the Customer shall convert the data after installing the Software, and delete or uninstall the Old Version Product immediately after the conversion.

4. Change of the License

4-1. Reducing the number of the License

- (1) If the Customer purchases Service License for users less than the number of Users approved by the License, the number of approved Users of the License shall be reduced accordingly, and the licenses of such reduced users shall be terminated. Procedure for purchasing the Service License is stipulated under Garoon 5 Service License Agreement provided by Cybozu separately.
- (2) The number of Users shall not fall below 50 users.
- (3) The difference of the fee incurred by the reduction of the number of Users shall not be reimbursed under any circumstances.

4-2 Adding the number of the License

- (1) In order to add Users approved by the License, it is necessary to purchase additional User Licenses.
- (2) If the Customer wishes to regain the Users after the number of approved Users has been reduced, the Customer needs to repurchase additional User Licenses for the reduced number of Users as well.
- (3) In addition, when the Customer purchases additional Licenses after the number of approved Users has been reduced, the price rank shall be based on the number of Users after the reduction.

5. Cancellation

- (1) In the event of any breach of these terms and conditions by the Customer, Cybozu may terminate the Agreement with immediate effect and without any notification.
- (2) Once the Agreement is terminated, the Customer shall be obliged to completely delete the Software, any components thereof, any documents relating thereto, and any and all reproductions thereof from the computer(s) and cease to use the Software.
- (3) In no event shall Cybozu be responsible for any damages and losses incurred by the Customer and/or any third party due to the inaccessibility to or discontinuation of use of the Software, or any part thereof, caused by the termination of the Agreement.

6. Limitation on Warranty

- (1) Cybozu hereby warrants that the Software shall operate materially in accordance with the manual, subject to the condition that the Customer purchased legal and effective license from an official partner approved by Cybozu and that the Software is used under the environment, including but not limited to operating systems, hardware structures and network environment, recommended by Cybozu; provided that the warranty by Cybozu hereunder shall not cover any defects, problems and/or inconsistency with the function described in the manual; arising from (i) any program made to change or modify the Software, except for those officially provided by Cybozu to apply to the Software, (ii) any program or software provided by Cybozu before the Software is officially released such as trial version, evaluation version, and early release version, regardless of the names such as "beta version," "RC version," and "operation review version,"

arising from the environment to use the Software including the operating system, hardware structure, and network environment, arising from any change or modification made by or through intention of the Customer, or not arising from the Software.

- (2) Any claim by the Customer based on the warranty under the subsection (1) above must be made within sixty (60) days, or the shortest period allowed under the applicable law if such period is more than 60 days, from the day when the Customer obtained the License Key of the Software and must be accompanied with the appropriate document to certify that the Customer purchased The License of the Software and the date the Customer obtained the License Key.
- (3) The remedy of the Customer for the claim based on this section 5 shall be, at Cybozu's choice, either of replacement or repair of the Software or return of the payment, except for which Cybozu and/or any affiliate thereof shall take no responsibility. The "replacement or repair of the Software" shall include provision of any "fix program" or "upgrade software" of the Software and in the case Cybozu offer fix program or upgrade software of the Software to the Customer, Cybozu shall be deemed to have performed the duty under this section 5 whether the Customer introduce such "fix program" or "upgrade software" or not.

7. LIMITATIONS OF WARRANTY

- (1) The Customer hereby agrees that the warranty under the section 5 above on the only guarantee for the software.
- (2) THE SOFTWARE IS PROVIDED "AS IS" AND "AS-AVAILABLE" EXCEPT FOR THE WARRANTY UNDER THE SECTION 5 ABOVE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY CONCERNING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, USE, ACCURACY, TITLE OR NON-INFRINGEMENT. IN ADDITION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE CUSTOMER'S USE OF THE SOFTWARE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DOES CYBOZU MAKE ANY WARRANTY, AND CYBOZU SPECIFICALLY DISCLAIMS ALL WARRANTY, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THE CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK OPERATING ENVIRONMENT.
- (3) Cybozu may change, suspend or discontinue, without obtaining prior consent of the Customer, any functions and/or operations of the Software, and/or any services accompanied with the Software. In no event shall Cybozu guarantee to continue to provide the Customer with the functions, operations and environment of the Software equivalent to those at the time of the execution of this Agreement.
- (4) In addition, any oral or written information or advice provided by Cybozu shall not constitute any additional warranty or expansion of any warranty hereunder in any sense.

8. LIMITATIONS OF LIABILITY

- (1) The Customer hereby confirms and agrees that the Customer shall assume full responsibility for any and all damages, direct or indirect, liabilities and/ or risks, including loss of data, server down, interruption of business operations, complaints and claims made by a third party, arising from any use of the Software and/or any service accompanied therewith, including those arising from the Customer not introducing fix program to fix the defect of the Software provided by Cybozu and those arising from Cybozu not providing any service, and those arising from the Customer not using any service provided by Cybozu.
- (2) UNDER NO CIRCUMSTANCES WILL CYBOZU, ANY PROVIDER AND/OR RESELLER OF THE SOFTWARE, AND/OR ANY PROVIDER OF THE CONTENTS IN RELATION TO THE SOFTWARE (COLLECTIVELY THE "AFFILIATES"), BE LIABLE FOR ANY DAMAGES AND LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF CYBOZU AND/OR THE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE. FURTHERMORE, CYBOZU SHALL NEVER BE RESPONSIBLE FOR ANY COMPLAINTS AND CLAIMA FROM ANY THIRD PARTY.
- (3) In no event shall the aggregated amount of any liabilities of Cybozu and any other suppliers of the Software to the Customer exceed the total amount actually paid by the Customer to Cybozu with respect to the Software.

9. Information relating to the License Key

In no event must the Customer disclose, whether intentionally or not, knowingly or not, by negligence or not, whether in duration of this Agreement or not, any information the Customer knew or obtained in relation to this Agreement, including any information relating to codes, structures and composition of the Software and any information relating to the License Key. Any use not complying with the terms and conditions of this Agreement is strictly prohibited.

10. Copyright, etc.

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- (2) The Software shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights. Therefore, the Customer shall be obliged to handle the Software complying with such acts, laws, regulations, rules, and treaties.
- (3) The providers of the contents, to which the Customer may access from or through the Software, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to such contents. Such contents shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights.

11. Governing Law and Miscellaneous Rules

- (1) The Agreement shall be governed by the laws of Japan without giving effect to any 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.

12. Miscellaneous

- (1) In the event any terms and conditions different from those terms and conditions are attached to the Software obtained by the Customer, these terms and conditions shall supersede the attached terms and conditions, unless Cybozu clearly states otherwise. These terms and conditions contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, writings, statements and understandings between the parties with respect thereto. The Agreement may be amended, supplemented or modified only by a written instrument duly executed by each of the parties hereto. In addition, any terms and conditions indicated in order sheets rendered by a dealer to the Customer, if any, shall be null and void between the parties hereto and make no effects to the Agreement.

If effectiveness of any provision of this Agreement is restricted, such provisions shall be valid to the extent permitted by the applied laws and regulations.

If any provisions of this Agreement is declared invalid or unenforceable by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of this Agreement, or if no adjustment can be made, the provision shall be deleted as though never included in this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless such invalidity or unenforceability causes substantial deviation from the underlying intent of the parties expressed in this Agreement. In such case, the parties shall replace the invalid or unenforceable provision

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- with a valid or enforceable provision which corresponds as far as possible to the spirit and purpose of the invalid or unenforceable provision.
- (2) In cases where any differences occur between the English version and the original Japanese version, the Japanese version shall prevail.