

END USER LICENSE AGREEMENT

Effective October 19, 2018
Last updated June 18, 2020

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT.

Notice to Customer - This End User License Agreement (this “Agreement”) is a legally binding agreement by and between the General Incorporated Association FLIP Consortium (the “FLIP Consortium”) and the Customer who is duly recognized and qualified by the FLIP Consortium to purchase and use FLIP ROSE Ver. 7 Series Academic Discount Version (the “Product”) defined in Article 1 (1).

The Customer hereby acknowledges its receipt, understanding, and acceptance of FLIP ROSE ver.7 Series Academic Discount Version General Terms and Conditions (the “General Terms and Conditions”) separately prescribed and by this reference made a part of this Agreement.

The Product shall be made available to the Customer by downloading the software from the Support Member Website defined in Article 1 (7).

The Customer shall be deemed to have accepted and be bound by the terms, covenants, and conditions of this Agreement when the Customer has either (i) opened the package and broken the seal of the USB-type Protection Dongle Key for the Product (the “Protection Key”) delivered to the Customer by the FLIP Consortium, or (ii) opened the envelope of the Notification which indicates the Log-in ID and Password to the Support Member Website (the “ID/PW Notification”) delivered by the FLIP Consortium.

If the Customer does not agree to be bound by the terms, covenants, and conditions of this Agreement, then the Customer should promptly return to the FLIP Consortium i) the ID/PW Notification, and ii) the separately delivered Protection Key, both unopened, with the original seal intact.

At all times herein, the Product and its related materials, parts, and components, shall be protected by any and all acts, laws, regulations, rules and treaties, domestic or foreign,

related to copyright or other intellectual property rights to the fullest extent provided by law or in equity.

In this Agreement the FLIP Consortium desires to grant to the Customer and the Customer desires to accept from the FLIP Consortium the right to use the Product in accordance with the terms and conditions of this Agreement and the General Terms and Conditions. All right, title, and interest, including, without limitation, all copyrights and intellectual property rights in and to the Product, except for the Protection Key, shall remain and belong to “National Research and Development Agency, National Institute of Maritime, Port and Aviation Technology”, “General Incorporated Foundation Coastal Development Institute of Technology”, “Susumu Iai”, “Kyohei Ueda” and the “FLIP Consortium”. Notwithstanding anything to the contrary contained in this Agreement, no right, title, or interest shall be conferred upon, granted to, or reserved by the Customer, other than those particular rights or interests specifically conferred to the Customer by this Agreement. Any third-party materials or programs included with the Product and subject to existing copyright or other intellectual property rights protection shall not be bound by the terms and conditions of this Agreement.

Article 1 Definitions

(1) The “Customer” shall mean a juridical person, entity, organization, teacher, researcher or student at an education institution or public research institution, within or outside of Japan, who has been duly recognized and qualified by the FLIP Consortium to use the Product as described and set forth in this Agreement and the General Terms and Conditions.

(2) The “Product” shall mean i) the “FLIP ROSE Ver. 7 Series Academic Discount Version” including any and all computer programs, Software (as later defined), manuals and related documentation or portions thereof, which can be obtained from the Support Member Website, in electronic or downloadable form, in any media whatsoever, and any related updates, and ii) the Protection Key, which may be provided from time to time by the FLIP Consortium.

(3) “Software” shall mean any computer programs which can be obtained from the Support Member Website in connection with the Product and any updates provided from time to time by the FLIP Consortium.

(4) “Use” of the Product shall mean the not for-profit, non-commercial use of the Product by the Customer for academic study or for education purposes only and, also meaning, the Customer loads, installs, and runs the Product on Customer’s computer or similar device.

(5) The “Protection Key” shall mean the USB-type software security and license enforcement protection key. The Protection Key, with FLIP Consortium software license and other proprietary information embedded, enables the Customer to run the Product as a computer program on the Customer’s computer or similar device.

(6) The “Support Service” shall mean the support service provided to the Customer by the FLIP Consortium as defined in the FLIP ROSE Ver.7 Series Support Service Agreement (the “Support Service Agreement”) separately prescribed, executed, and by this reference made a part of this Agreement.

(7) The “Support Member Website” shall refer to the website created, maintained, and provided by the FLIP Consortium and further described in the Support Service Agreement.

(8) The “Valid Download Period” shall mean the period referred to and defined in the General Terms and Conditions.

(9) This “Agreement” shall mean a legally binding agreement by and between the FLIP Consortium and the Customer set forth herewith.

Article 2 Grant of License

Subject to the terms and conditions of this Agreement and acceptance of the General Terms and Conditions by the Customer, the FLIP Consortium hereby grants to the Customer and the Customer hereby accepts from the FLIP Consortium, a limited, non-exclusive, non-transferable, worldwide license to use the Product in accordance with the terms, covenants, and conditions of this Agreement (the “License”);

This License is granted based upon and subject to the following conditions:

(1) The Customer may use the Product on one (1) computer or similar device, running the Microsoft® Windows® operating system, per single grant of License;

(2) The Customer may purchase and use the Product for academic study or for education purposes only. Notwithstanding anything to the contrary contained in this Agreement, the Product shall not be used for any kind of for-profit or commercial uses or activities or in exchange for a fee or compensation of any kind whatsoever;

(3) The Customer may continue to use the Product without interruption on the Customer’s own computer or similar device after retirement or graduation from the education institution or public research institution; however, at all times, the Customer shall use the Product within the terms of this Agreement and shall not use the Product for any kind of for-profit or commercial purposes or projects or in exchange for a fee or compensation of any kind whatsoever; and

(4) The Customer is not permitted to sell, re-sell, lend, lease, let, or assign the right to use the Product to any third-party for any reason whatsoever.

Article 3 Restrictions

- (1) The Customer shall not duplicate, copy, assign, distribute, or sell all or any part of the Product.
- (2) The Customer shall not modify or alter the Product, in any manner, for any purpose or reason whatsoever.
- (3) The Customer shall not and shall not attempt to, reverse engineer, decompile, or disassemble all or any part of the Product for any purpose or reason whatsoever.
- (4) The Customer shall not commit any act that infringes upon the rights of the FLIP Consortium or any third-party, including, but not limited to, copyrights, patent rights, or other intellectual property rights.
- (5) The Customer shall not re-sell this Product as a used good. This License to use the Product is granted only to the Customer who has purchased the Product. The Customer shall not sublicense, lend, assign, or pledge all or any part of the License granted to the Customer in accordance with the terms and conditions of this Agreement to any third-party for any reason whatsoever.
- (6) The Customer shall be permitted to use this Product only within the country or region-equivalent (as adopted by the Olympic Games) where the Customer resided at the time of purchase or where the institution which the Customer belongs to exists.
- (7) The Customer as an education institution or public research institution can use the Product within the education institution or public research institution, excluding affiliated organization, related organization, group entities of the Customer.

Article 4 Term of this Agreement; Perpetual Grant of License

This Agreement shall become effective on the earlier date of either of the following: i) the Customer opens the Product packaging and breaks the original seal of the Protection Key of the Product, or ii) the Customer opens the envelop of the ID/PW Notification. This grant of License to the Customer shall be perpetual, unless otherwise terminated in accordance with the terms and conditions of this Agreement.

Article 5 Termination of this Agreement

- (1) In the event of any breach of this Agreement or the General Terms and Conditions by the Customer, the FLIP Consortium, in its sole and absolute discretion, may terminate this Agreement immediately without any notice to the Customer and without any consent of the Customer being required.

(2) Once this Agreement is terminated for any reason whatsoever, the Customer shall be required and obligated to stop use of the Product immediately, and return to the FLIP Consortium or dispose of any and all related Product materials and components.

(3) In the event this Agreement is terminated for any reason within the Valid Download Period, the Customer hereby acknowledges and agrees that the FLIP Consortium may immediately disable the Customer's Log-in ID and Password to the Support Member Website.

Article 6 Revisions on Product

(1) The FLIP Consortium hereby reserves the right, in its sole and absolute discretion, to revise, amend, or alter the Product, in any manner, at any time, without any obligation to notify the Customer and without any consent of the Customer being required.

(2) The FLIP Consortium, in its sole discretion and option, may from time to time provide to Customers who register for the Support Service Agreement, updates to the Product, including bug fixes, or upgrades to the Product, including additions, modifications, and improvements to function and capability. The Customer hereby acknowledges and agrees there may be a time lag in releasing the Product updates or the upgraded program in the English version and the related manuals in English, from the time of release of the same updates and materials in the Japanese version of the Product.

Article 7 Limited Warranties and Disclaimer; Limitation of Damages

(1) The Product is provided and sold "AS IS" without warranty of any kind, expressed or implied, as to its performance, accuracy, or competence. The FLIP Consortium hereby disclaims any warranties of any nature, expressed or implied, including, but not limited to, non-infringement of third-party rights, quality, performance, merchantability or fitness for a particular purpose.

(2) The FLIP Consortium shall not be liable for any damages of any kind whatsoever, direct or indirect, actual or implied, suffered by the Customer or any third-party caused by, resulting from, or associated with the use of the Product.

(3) The FLIP Consortium shall not be liable for any damages of any kind whatsoever, direct or indirect, actual or implied, suffered by the Customer's inability to use the Product.

(4) Notwithstanding anything to the contrary contained this Agreement, in no event shall the FLIP Consortium be liable for any direct, indirect, special, punitive, incidental or consequential damages or losses, including any and all damages or losses to the Customer or to any third-party caused by or in connection with the use of the Product. In the event that the FLIP Consortium is held liable for damages suffered by the Customer under this

Agreement, such damages to be paid by the FLIP Consortium shall not exceed the equivalent amounts actually paid by the Customer to the FLIP Consortium, in total, in connection with the Product. The FLIP Consortium disclaims any and all liability as to any complaints and claims for damages by third-parties.

Article 8 Product Handling and Care; Breakage; Log-in ID and Password

(1) The Customer shall use its best efforts to pay attention to the proper care, handling, use, and maintenance of the Product and the Log-in ID and Password to the Support Member Website.

(2) In the event the Protection Key is no longer functional due to damage or breakage caused by the Customer's negligence or improper care and handling of the Protection Key following the period for free replacement as set forth in Article 7 (3) of the General Terms and Conditions (the "Free Replacement Period"), the FLIP Consortium will exchange the damaged Protection Key for a fee, as determined by the FLIP Consortium in its sole and absolute discretion. In such case, the Customer shall pay the shipping costs for return delivery of the damaged or unusable Protection Key to the FLIP Consortium and the shipping costs for replacement delivery of the Protection Key to the Customer. ,

(3) In the event the Protection Key is defective for reasons attributable to or caused by the FLIP Consortium and not caused by the Customer's improper use, care, or handling, then the FLIP Consortium will exchange the defective Protection Key with a new Protection Key free of charge even after the Free Replacement Period. In such case, the FLIP Consortium shall bear the shipping costs for return delivery of the defective Protection Key to the FLIP Consortium and the shipping costs for replacement delivery of the Protection Key to the Customer.

(4) Notwithstanding anything to the contrary contained herein, in the event the Protection Key is not available for return to the FLIP Consortium for inspection after the Protection Key was delivered to the Customer, then these provisions regarding replacement by the FLIP Consortium shall not apply and replacement of the Protection Key shall not be available to the Customer, regardless of the cause of any damage, failure, loss, or theft.

(5) The terms and provisions regarding loss or misplacement of the Log-in ID and Password to the Support Member Website are separately prescribed and set forth in the Support Service Agreement.

(6) In the event the Product is no longer functional due to malfunction or breakage of the Customer's computer or similar device in which the Product is installed, the FLIP Consortium shall not be liable for replacement of the Product, except for the Protection Key, which shall be replaced pursuant to the provisions regarding replacement herein. In the

event, however, such described non-functionality occurs (i) within the Support Contract Term set forth in the Support Service Agreement or (ii) within the Valid Download Period prescribed and set forth in the General Terms and Conditions, the Customer may re-download and re-install the Product and its related materials, from the Support Member Website.

Article 9 Product Revisions; Agreement Revisions

(1) The FLIP Consortium, in its sole and absolute discretion, at all times, hereby reserves the right to revise, amend, alter, or change the Product and its related materials and components, in any manner, and without any notice to the Customer and without any consent or permission of the Customer being required.

(2) The FLIP Consortium may modify, add, revise, or delete any provision of this Agreement without any notice to the Customer and without any consent or permission of the Customer being required. If the Customer continues to use the Product after any such revision to this Agreement, the Customer shall be deemed to have agreed-to, accepted, and consented to such revisions or amendments to this Agreement.

(3) In the event of any revision or amendment to this Agreement or the General Terms and Conditions, the FLIP Consortium shall notify the Customer by posting the revisions on the FLIP Consortium Website. (<https://www.flip.or.jp>)

Article 10 Application for Purchase; Conditions; General Agreement Provisions

(1) Any Customer who applies for purchase of the Product shall submit a copy of a valid, current faculty identification, together with corroborating evidence of employment at a qualified education institution, or a valid current student identification or other proof or verification of the Customer's current academic status, originally issued in either English or Japanese, as requested by and subject to the approval by the FLIP Consortium, which approval may be withheld for any reason whatsoever, in its sole and absolute discretion.

(2) If any provision of this Agreement is declared invalid or unenforceable by any lawful tribunal, the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent permissible by law or in equity.

Article 11 Compensation of Damages; Governing Law; Jurisdiction and Venue

(1) If the FLIP Consortium suffers or incurs any losses or damages due to the breach of any of the provisions, terms, covenants, obligations, and conditions of this Agreement by the Customer, the Customer shall be liable for any and all losses or damages, actual or implied, suffered by the FLIP Consortium.

(2) This Agreement shall be governed by and construed in accordance in all respects with the laws of Japan, regardless of conflict of laws principles or the United Nations 1980 Convention on Contracts for the International Sale of Goods.

(3) The Kyoto District Court of Japan shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

[TRADEMARK OF GENERAL INCORPORATED ASSOCIATION FLIP CONSORTIUM RELATED TO THIS PRODUCT]

FLIP ROSE is registered trademark of General Incorporated Association FLIP Consortium in Japan and other countries.

[TRADEMARKS OF OTHER PARTIES RELATED TO THIS PRODUCT]

Intel and Intel Core are trademarks of Intel Corporation or its subsidiaries.

Microsoft and Windows are registered trademarks of Microsoft Corporation in the United States and other countries.

Sentinel is registered trademark of SafeNet, Inc. in the United States and other countries.