

Q&A Service Agreement

Effective Date: January 18, 2019

Last updated: June 18, 2020

This Q&A Service Agreement (this "Agreement") set forth the terms and conditions of the general technical support service (the "Q&A Service") on the use of FLIP ROSE® Program, FLIP TULIP® Program and related programs (collectively, the "FLIP Programs"), of which license is provided by the General Incorporated Association FLIP Consortium (the "FLIP Consortium") to its Regular Member, General Member, User Member and Overseas Member (collectively, the "Member") according to the type of the membership.

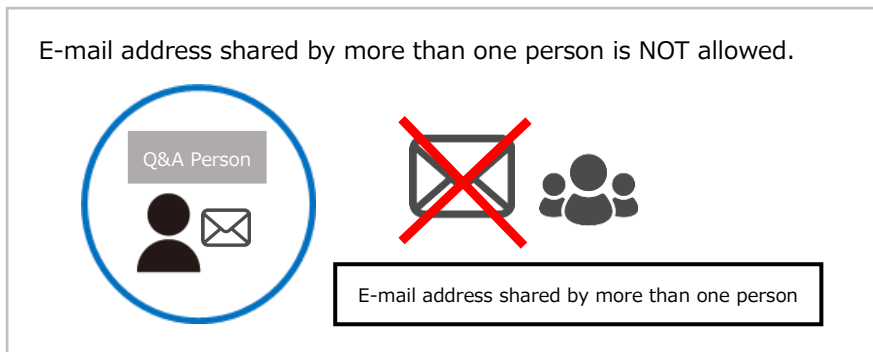
1. (Agreement)

- (1) The Q&A Service is available only for the Member who agrees to this Agreement. The Member shall be deemed to agree to abide by this Agreement by using the Q&A Service.
- (2) With respect to the "Membership Terms and Conditions" referred in this Agreement, the Member should refer to each Membership Terms and Conditions applied to the Member according to the type of the Member

2. (Q&A Person)

The Member registers a person who acts as the contact point for the Q&A Service (the "Q&A Person") on the Consent Form submitted at the time of admission or readmission to membership or by other means.

- (1) The Member can register one Q&A Person per corporate (or individual) by paying the Annual Membership Dues set forth in the Membership Terms and Conditions according to the type of the Member.
- (2) The Individual Member registers himself as the Q&A Person.
- (3) The Corporate or Organization Member registers a person who belongs to that corporation or organization as the Q&A Person.
- (4) The Q&A Person can be added by submitting the Application Form for addition of the Q&A Person downloadable from the FLIP Consortium website (<https://www.flip.or.jp>) and paying the Annual Dues for Additional Person set forth in the Membership Terms and Conditions. There is no limitation on the number of additional Q&A Persons for the General Member and Regular Member, however, the User Member and Overseas Member can add the Q&A Persons up to nine (9) per the FLIP Member Service set forth in the Membership Terms and Conditions.
- (5) The Q&A Person shall register the e-mail address used by himself as the e-mail address of the Q&A Person. The e-mail address which is shared by more than one person cannot be registered as the e-mail address of the Q&A Person.



- (6) The Corporate or Organization Member can change the Q&A Person for free at any time by
- (i) using the Change in Registration Form in the FLIP Consortium website or the website designated for the Member according to the type of the membership (the “Member Website”) or
 - (ii) notifying the change of registration by e-mail or other means to the FLIP Consortium.

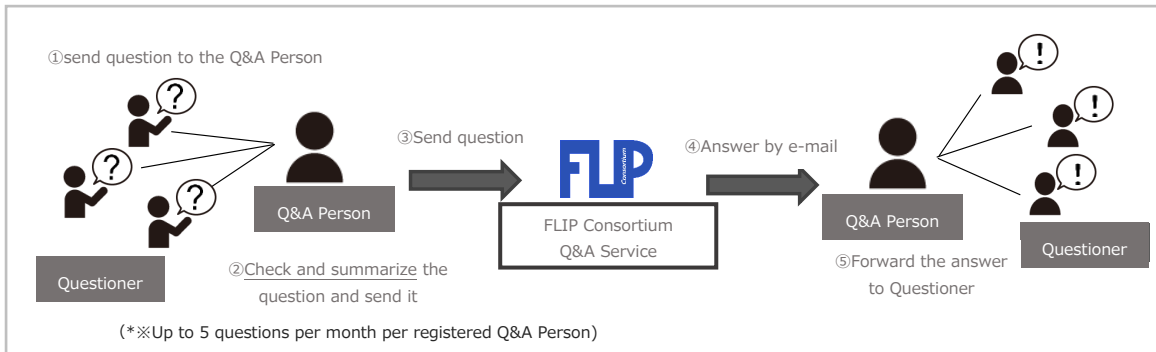
3. (Term of Q&A Service)

The Member can use the Q&A Service during its membership. The right to use the Q&A Service will be terminated upon the loss of membership set forth in the Member Terms and Conditions.

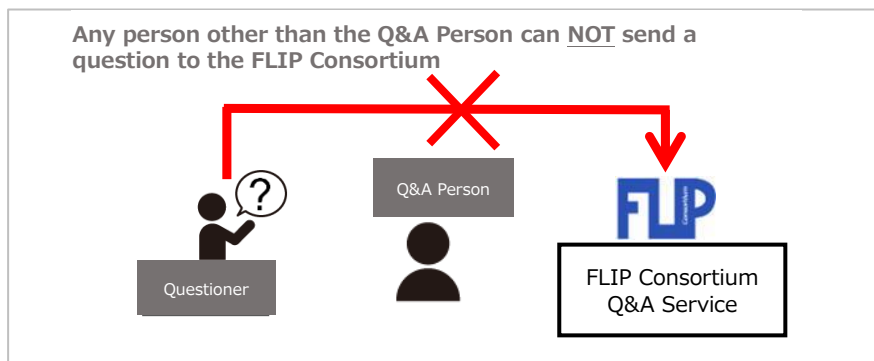
4. (Q&A Service)

The FLIP Consortium provides the Q&A Service to the Member as follows;

- (1) The Q&A Person can send the question related to general use of the FLIP Programs to the FLIP Consortium by using the Q&A Service Form in the “Member Website” or through e-mail. The maximum number of questions is five per month per registered Q&A Person. The Q&A Person of the Corporate or Organization Member shall check and summarize the question before sending it if the question is raised from other member of the corporation or organization;
- (2) The FLIP Consortium will try to answer the question within fourteen (14) business days to the registered e-mail address of the Q&A Person. However, the time required for the answer may depend on the conditions;

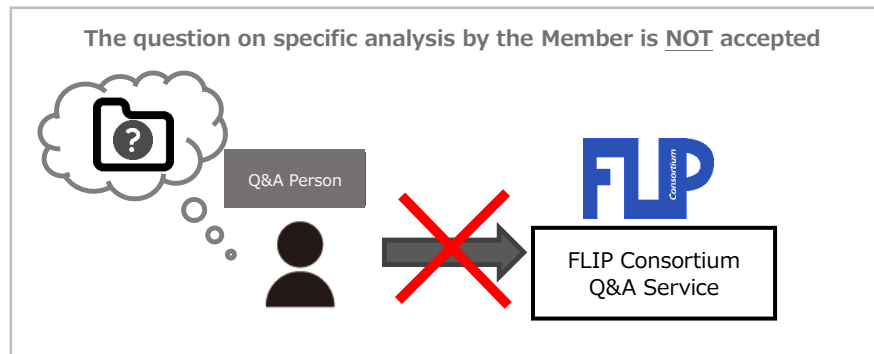


- (3) The version of the FLIP Programs provided to the Member depends on the type of the membership. The question should be generally related to the version of the FLIP Programs provided to the Member;
- (4) The Member can select the language for the Q&A Service from English or Japanese (i) at admission or readmission to the User Member or Overseas Member, or at change of the type of the membership to User Member, (ii) when the Member purchases the Additional Set of Programs set forth in the Additional Set of Programs Terms and Conditions, or (iii) the User Member, Overseas Member or the Member who purchased the Additional Set of Programs registers the additional person for the Q&A Service. The Member cannot change the language for the Q&A Service after selection in any cases.;
- (5) Any person other than the Q&A Person cannot directly send the question to the FLIP Consortium;

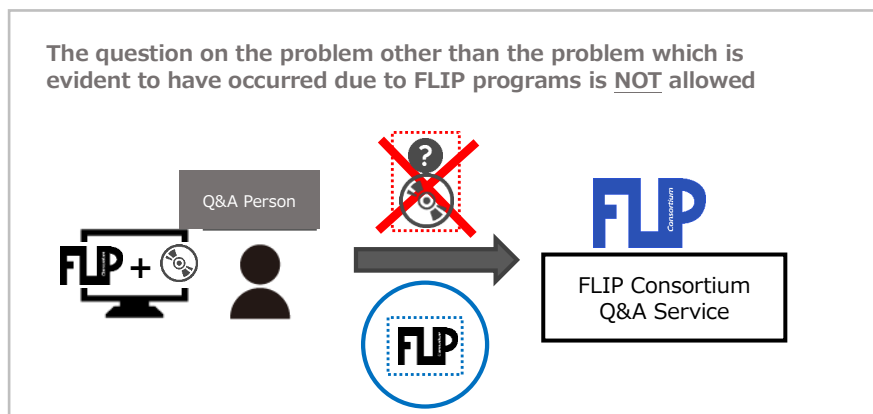


- (6) The Member shall provide all information (the type and version of the FLIP Programs, OS, Network environment including information about the software other than the FLIP Programs which are used when the problem has occurred) which is necessary for the FLIP Consortium to answer the question. The Member agrees that the range of answer from the FLIP Consortium may be limited if the Member does not provide the required information to the FLIP Consortium;

(7) The question related to general usage of the FLIP Programs is allowed in the Q&A Service. The question specific to the Member such as the validity of analysis model, confirmation of analysis data or suitability of analysis results is not accepted as described in “FLIP Consortium Q&A Service: Procedures and Limitations”;



(8) The FLIP Consortium will answer the question related to the problem which is evident to have occurred due to the FLIP Programs provided to the Member by the FLIP Consortium. The Member shall agree that the question about the problem other than the one which is solely originated from the FLIP Programs is not covered by the Q&A Service when the Member uses the FLIP Programs with other company’s product or the FLIP Programs improved or enhanced;



(9) The FLIP Consortium does not warrant that the problem which has occurred in Member’s use of the FLIP Programs is solved by the Q&A Service. The Member shall agree that the problem may not be solved by the answer from the FLIP Consortium; and

(10) The Member shall agree that the questions raised from the Member may be posted on the “FAQ” on the FLIP Consortium homepage or the Member Website as the frequently asked questions.

5. (Warranty and Limitation of Liability)

(1) The Member confirms and agrees that the FLIP Consortium will not be liable for any direct,

indirect, special, punitive, incidental or consequential damages, including, but not limited to, monetary or mental damages such as loss of profits, future business interruption and information destruction caused due to the Q&A Service or the use of information or answer provided by the FLIP Consortium even if advised of the possibility of such damages.

(2) The FLIP Consortium will not be liable for any troubles during transmission or transportation used for providing the Q&A Service (including incidents in connection with leakage of information or non-arrival of the answer caused by the company other than the FLIP Consortium).

(3) The FLIP Consortium may stop or terminate the Q&A Service without prior notification to or prior permission by the Member if the FLIP Consortium cannot continue to provide the Q&A Service due to unavoidable circumstances.

6. (Force Majeure)

The FLIP Consortium will not be liable for any inability or delay in providing the Q&A caused, direct or indirect, by natural disasters, order or deterrent of any governmental authority, war, belligerency, labor dispute, strike (regardless of involvement by an employee of the FLIP Consortium), mechanical failures, fire, accident or any causes beyond the reasonable control of the FLIP Consortium. In such event, the Member will accept the request for cancellation or suspension of this Agreement or the Q&A Service by the FLIP Consortium.

7. (Privacy Policy)

The FLIP Consortium shall handle the Member's name, address, e-mail address, telephone number and any personal information which can be used to identify the Member, with appropriate and reasonable care in accordance with the Privacy Policy set force in the FLIP Consortium website. The FLIP Consortium will not provide the Member's personal information to any third party without the consent of the Member except for the case of (10) of 4. (Q&A Service).

8. (Standard Time)

The date and time used and effective between the Member and the FLIP Consortium in connection with this Agreement shall be Japan Standard Time.

9. (Revisions)

(1) The FLIP Consortium may modify, add or delete any provisions of this Agreement without any prior notice to the Member or without any consent of the Member being required. In the event the Member breaches any terms of this Agreement, a part of the Q&A Service may be subject to change, restriction or discontinuation as one of the measures necessary for preventing such breaches. If the Member continues to use the Q&A Service after any such modifications or

revisions, the Member shall be deemed to have agreed-to and given its consent to such modifications or revisions.

- (2) In the event of any revision or amendment to this Agreement, the FLIP Consortium shall notify the Member by posting the revisions to the Q&A Service Agreement on the FLIP Consortium website.