

FLIP ROSE ver.7 Series Support Service Agreement

Effective October 19, 2018

Last updated February 19, 2021

The Customer and the General Incorporated Association FLIP Consortium (the "FLIP Consortium") agree to enter into this FLIP ROSE ver.7 Series Support Service Agreement (this "Agreement") for the support service provided to the Customer by the FLIP Consortium (this "Support Service") in connection with FLIP ROSE ver.7 Series Academic Discount Version (the "Product").

1. (Support Service)

The FLIP Consortium will provide the following services for the Product to the Customer who registers for this Agreement at the purchase of the Product (the "New Registration"), the Customer who renews this Agreement after expiration of the contract period of the previous Agreement without interruption (the "Renewal Registration") and the Customer who re-registers for this Agreement after an interruption (the "Reregistration") by payment of the separately prescribed Support Service Agreement Fee (the "Support Service Fee");

- (1) Provide Question and Answer Service on general usage of the Product (the "Answer Service");
- (2) Provide the right to participate in the short courses on usage of the Product (the "Short Courses");
- (3) Provide the website designated for the Customers who register for this Support Service (the "Support Member Website");
- (4) Provide the updated programs of the Product including bug fixes, manuals and related documentation thereof (the "Updates");
- (5) Provide the upgraded programs of the Product including improvement to function and capability, manuals and related documentation thereof (the "Upgrades");
- (6) Provide the Product (program, manuals and related documentation thereof) released in the past and downloadable from the Support Member Website (the "Old Version"); and
- (7) Provide information and materials related to the Product.

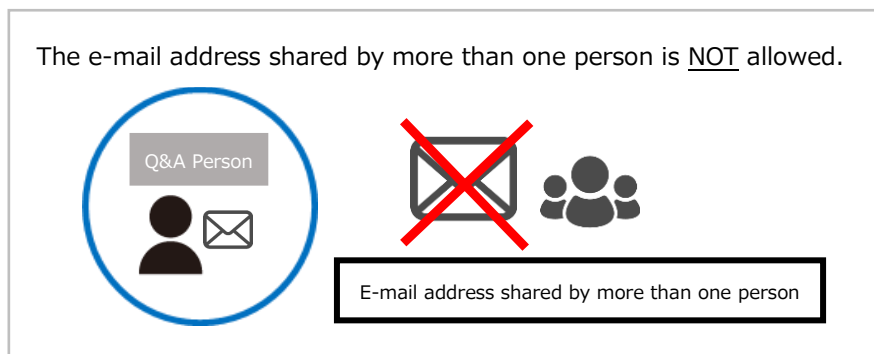
2. (Registration of Contact Person and Q&A Person)

The Customer registers one person who receives information or notification related to the Product or this Support Service from the FLIP Consortium (the "Contact Person") and one person who uses the Answer Service (the "Q&A Person") on (i) the Purchase Application Form of the Product (the "Purchase Application Form") or (ii) the Application Form for Support Service Agreement if the Customer re-registers for this Agreement as follows;

- (1) The Individual Customer registers the individual himself as both of the Contact Person and

the Q&A Person;

- (2) The Customer as an institution or organization registers a person who belongs to the institution or organization as the Contact Person or the Q&A Person, respectively. The Contact Person and the Q&A Person may be the same person;
- (3) 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; and



- (4) The Customer as an institution or organization can change the Contact Person or the Q&A Person by (i) using the Form for change of registration in the Support Member Website, or (ii) notifying the FLIP Consortium of the change of registration by e-mail or other means, at any time free of charge, within the contract period of this Agreement (the “Support Contract Period”).

3. (Contract Period)

- (1) The Support Contract Period shall be from every April 1 to March 31 of the following year. The Support Contract Period will not be extended even if the Customer registers for this Agreement during the said period.

Support Contract Period (April 1 to March 31 of the following year)



*Support Contract Period will not be extended or changed regardless of date of registration.

- (2) In the event that the Customer has admitted or readmitted to the FLIP Consortium Regular Member, General Member, User Member or Overseas Member (collectively, the “Member”) in the mid of the Support Contract Period prescribed in the preceding paragraph and the amount equivalent to the Support Service Fee already paid by the Customer is deducted

from the Annual Membership Dues of the admitted or readmitted FLIP Consortium membership, this Agreement relevant to FLIP ROSE ver.7 Series will be terminated at the time when the admission or readmission procedures have been completed.

- (3) For the New Registration, the Customer can use this Support Service from the delivery date of the Product.
- (4) For the Renewal Registration, the Customer can use this Support Service from the day following the expiration of the Support Contract Period of the previous Agreement or the date which is determined through consultations between the Customer and the FLIP Consortium.
- (5) For the Reregistration, the Customer can use this Support Service from the date when the procedures set forth in 6. (Reregistration) have been completed or the date which is determined through consultations between the Customer and the FLIP Consortium.

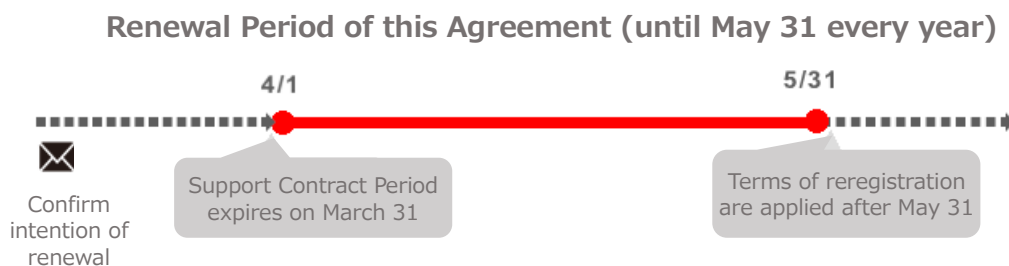
4. (New Registration)

The initial Support Contract Period of this agreement is provided free of charge to the Customer who registers for this Agreement at purchase of the Product.

5. (Renewal Registration)

The renewal period of this Agreement (the "Renewal Period") ends at the end of May of the year when the previous Support Contract Period has expired. If the Customer wishes to renew this Agreement following the previous Support Contract Period, the following procedures should be completed within the Renewal Period. The terms of Reregistration will be applied to the Customer who has not completed the following procedures within the Renewal Period.

- (1) The Customer who wishes to renew this Agreement shall send the intention of renewal by return e-mail to the e-mail sent from the FLIP Consortium prior to the expiration date of the previous Support Contract Period.
- (2) After application for renewal of this Agreement in the manner set forth in the preceding paragraph, the Customer shall pay the Support Service Fee separately prescribed in full within the Renewal Period.



*The e-mail inquiry as to whether to renew the Agreement will be sent prior to the expiration date of the previous Support Contract Period.

6. (Reregistration)

- (1) If the Customer wishes to apply for the Reregistration after the Renewal Period has ended, the Customer shall pay the Reregistration Fee separately prescribed in addition to the Support Service Fee.
- (2) The reregistration procedures will be completed at the time when the fees set forth in the preceding paragraph have been paid in full by the Customer after the FLIP Consortium receives the Application Form for Support Service Agreement from the Customer.

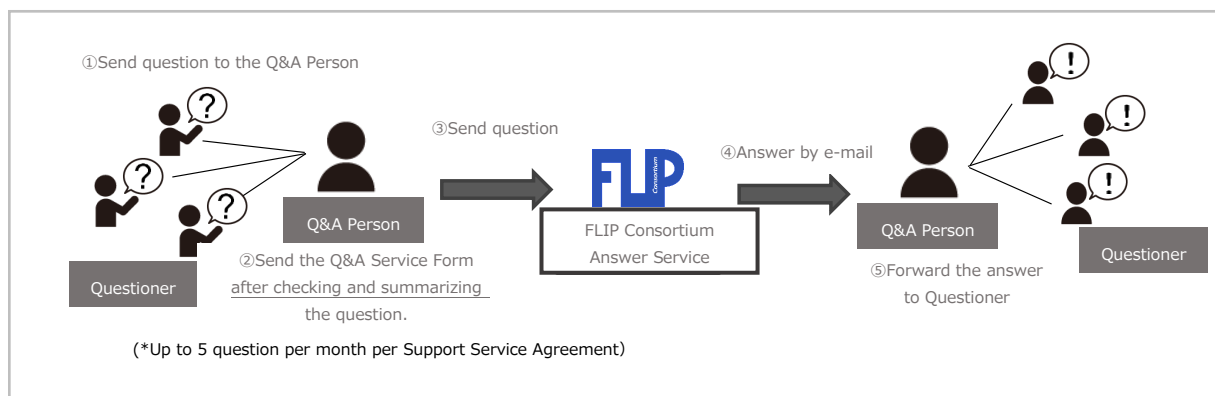
7. (Fees)

The Support Service Fee, Reregistration Fee, other fees and matters concerning payment of the fees in connection with this Support Service shall be prescribed in the quotation or the invoice in the FLIP Consortium format and the General Terms and Conditions.

8. (Answer Service)

The Answer Service provided by the FLIP Consortium to the Customer is as follows;

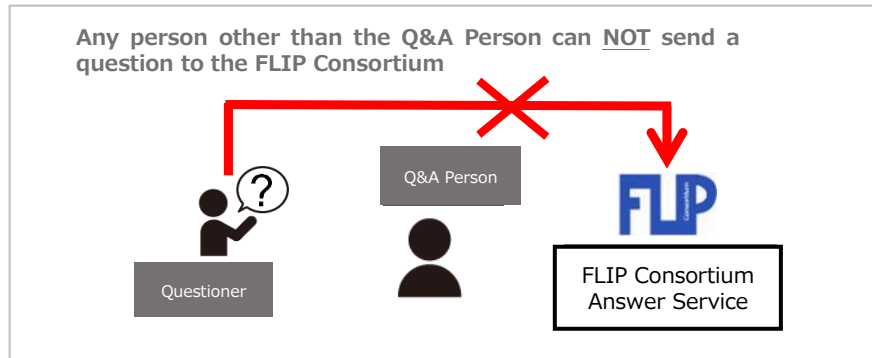
- (1) The Q&A Person can send the question related to general use of the Product to the FLIP Consortium using the web form in the Support Member Website (the "Q&A Form"). The maximum number of questions is five per month per this Agreement. The Q&A Person of the institution or organization shall send the question to the FLIP Consortium using the Q&A Form after checking and summarizing the question if the question is raised from other member of the institution or organization;



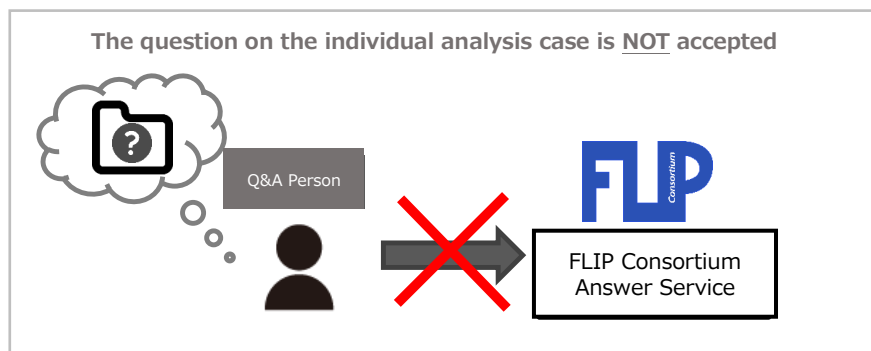
- (2) The FLIP Consortium will make its best effort to answer the question within fourteen (14) business days to the registered e-mail address of the Q&A Person. However, the time required for the answer may depend on the conditions;
- (3) The question related to, in principle, only the version of the Product provided to the Customer by the FLIP Consortium is allowed in the Answer Service;
- (4) The Customer can select the language for the Q&A Service from either English or Japanese

at the time of purchase of the Product. The Customer shall not change the language after selection;

- (5) Any person other than the Q&A Person, even if a person belongs to the same institution or organization, cannot directly send the question to the FLIP Consortium;

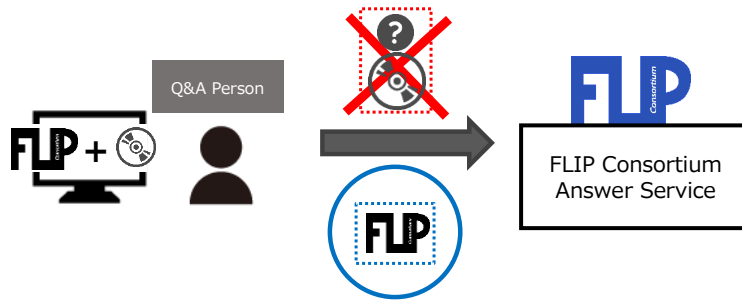


- (6) The question related to general usage of the Product is allowed in the Answer Service. The question specific to a certain Customer such as the validity of analysis model, confirmation of analysis data or suitability of analysis results is not accepted as described in “FLIP Consortium Q&A Service: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



- (7) The Customer shall provide all information (the type and version of the Product, OS and network environment and other information including the software other than the Product which is used when the problem has occurred) which is necessary for the FLIP Consortium to answer the question. The Customer agrees that the range of answer from the FLIP Consortium may be limited if the Customer does not provide the required information to the FLIP Consortium;
- (8) The FLIP Consortium will answer the question related to the problem which is evident to have occurred due to the Product. The Customer shall agree that the question about the problem other than the one which is solely originated from the Program is not covered by the Answer Service when the Customer uses the Product with other company's product;

The question about the problem other than the problem which is evident to have occurred due to FLIP programs is **NOT** accepted. Please be aware of this fact especially if the FLIP Programs are used with the other company's programs



- (9) The FLIP Consortium does not warrant that the problem which has occurred in Customer's use of the Product is solved by the Answer Service. The Customer shall agree that the problem may not be solved by the answer from the FLIP Consortium; and
- (10) The Customer shall agree that the questions sent to the Answer Service by the Customer may be posted on the "FAQ" on the FLIP Consortium Website (<https://www.flip.or.jp>) or the Support Member Website as the frequently asked questions.

9. (Short Courses)

- (1) The Customer has the right to participate in the short courses held by the FLIP Consortium for free. Basically, one person can participate in a short course per one Support Service Agreement.
- (2) The dates and contents of the short courses will be decided by the FLIP Consortium.
- (3) The short courses will be held in Japanese in Japan and the presentation and materials will be given all in Japanese.

10. (Updates, Upgrades and Old Versions)

- (1) The FLIP Consortium may from time to time provide the Updates or Upgrades of the Product to the Customer who registers in this Support Service.
- (2) There may be a time lag in releasing the Updates or Upgrades in the English version of the Product from the time of release of the same Updates or Upgrades in the Japanese version.
- (3) If a serious bug has been found in the Product, the FLIP Consortium will notify this to the Customer and provide the bug-fix release as soon as the bug has been fixed.
- (4) If the license information given to the USB-type Protection Dongle Key (the "Protection Key") needs to be updated for the Updates or Upgrades, the Customer shall perform the procedures for update of the Protection Key instructed by the FLIP Consortium. The

Customer agrees that the Updates or Upgrades are not available while the Customer has not performed the procedures instructed by the FLIP Consortium.

- (5) The FLIP Consortium does not provide the Product released in the past other than the Old Versions downloadable from the Support Member Website to the Customer.

11. (Support Member Website)

- (1) The FLIP Consortium will issue the log-in ID and password for the Support Member Website (the "Log-in ID and Password") and notify the Customer of the Log-in ID and Password as set forth in the General Terms and Conditions after the Customer has completed the procedures for registration for this Agreement.
- (2) From the Support Member Website, the Customer can (i) download the programs, manuals and related documentation of the Product including the Updates, Upgrades and Old Versions, except for the Protection Key, (ii) send the Q&A Form and (iii) obtain information on this Support Service.
- (3) The Log-in ID and Password issued in (1) of this Article will be valid as long as the Customer renews this Agreement.
- (4) If the Customer has lost or misplaced the Log-in ID and Password during the Support Contract Period, the FLIP Consortium will notify the Customer of the Log-in ID and Password after receiving the request through the e-mail address of the Contact Person or the Q&A Person registered in the FLIP Consortium.

12. (Cancellation before Expiration)

- (1) The Customer can cancel this Agreement at any time during the Support Contract Period.
- (2) The Customer agrees that the fees already paid by the Customer to the FLIP Consortium will not be refunded for any reason if this Agreement is cancelled or terminated by the Customer or by the FLIP Consortium before expiration of the Support Contract Period.

13. (Termination of Agreement)

- (1) This Agreement will be terminated upon expiration of the Support Contract Period set forth in 3. (Contract Period) if the Customer does not renew this Agreement.
- (2) The right of the Customer to receive this Support Service will lapse regardless of the Support Contract Period upon termination of the End User License Agreement (the "EULA") which is separately contracted between the Customer and the FLIP Consortium.

14. (Warranty and Limitation of Liability)

- (1) The Customer 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 this Support Service or the use of information provided by the FLIP Consortium whether or not the FLIP Consortium has been 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 this Support Service (including incidents in connection with leakage of information or non-arrival of the information related to this Support Service caused by the company other than the FLIP Consortium).
- (3) Any provision of the EULA of the Product will not be changed by this Agreement.
- (4) The FLIP Consortium may stop or terminate this Support Service without prior notification to or prior permission by the Customer if the FLIP Consortium cannot continue to provide this Support Service due to unavoidable circumstances.

15. (Force Majeure)

The FLIP Consortium will not be liable for any inability or delay in providing this Support Service 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 Customer will accept the request for cancellation or suspension of this Agreement by the FLIP Consortium.

16. (Privacy Policy)

The FLIP Consortium shall handle the Customer's name, address, e-mail address, telephone number and any personal information which can be used to identify the Customer, with appropriate and reasonable care in accordance with the Privacy Policy set force in the FLIP Consortium Website except for information prescribed in (10) of 8. (Answer Service).

17. (Standard Time)

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

18. (Revisions)

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

any such modifications or revisions, the Customer 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 Customer by posting the revisions to this Support Service Agreement on the FLIP Consortium Website.