

## FLIP ROSE ver.7 Series Support Service Agreement

Effective October 19, 2018

Last updated November 30, 2018

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 Stand-Alone Version, LAN-Compatible Version and Academic Discount Version (collectively, the "Product").

### 1. (Support Service)

The FLIP Consortium will provide the following services for the Product to the Customer who registers for this Support Service at the purchase of the Product and the Customer who continues or reregisters in this Support Service after expiration of the contract term of this Support Service Agreement (the "Support Contract Term") by payment of the separately prescribed Support Service Agreement Fee (the "Support Service Fee"):

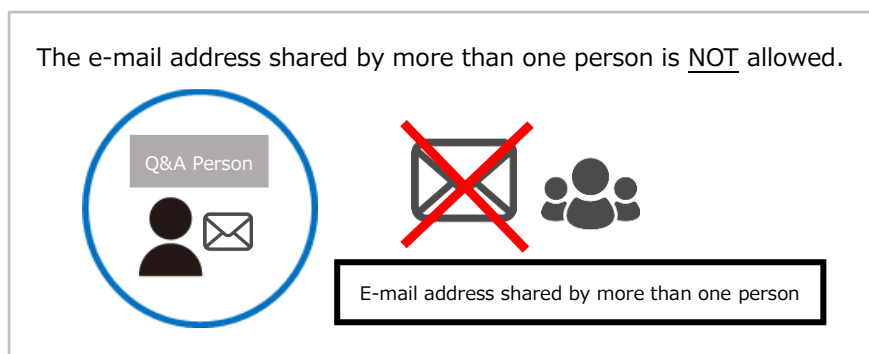
- (1) Provide Question and Answer Service on usage of the Product (the "Answer Service");
- (2) Provide the right to participate in the workshops on usage of the Product (the "Workshops");
- (3) Provide the updated programs of the Product including bug fixes, manuals and related documentation thereof (the "Updates");
- (4) Provide the upgraded programs of the Product including improvement to function and capability, manuals and related documentation thereof (the "Upgrades");
- (5) Provide the website designated for the Customers who register in this Support Service (the "Support Member Website"); and
- (6) 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 the Purchase Application Form of the Product or by other means as follows;

- (1) The Individual Customer registers the individual himself as both of the Contact Person and the Q&A Person;
- (2) The Corporate or Organization Customer registers a person who belongs to the Corporation or Organization as the Contact Person or the Q&A Person. The Contact Person and the Q&A Person may be the same person;
- (3) The Q&A Person shall register his e-mail address 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 Corporate or Organization Customer can change the Contact Person or the Q&A Person by (i) submitting the web form for change of registration from the Support Member Website, or (ii) notifying the FLIP Consortium of the change of registration by e-mail or other means.

### 3. (Term)

- (1) The Support Contract Term shall be from every April 1 to March 31 of the following year. The Support Contract Term will not be extended or changed even if the Customer registers for this Support Service during the said term.

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



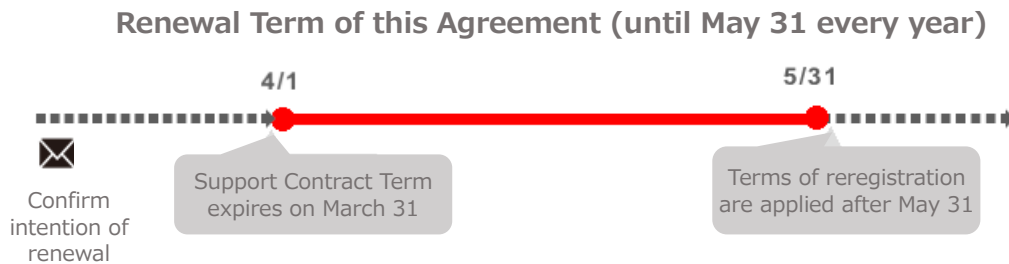
\*Support Contract Term will not be extended or changed regardless of date of registration.

- (2) The Customer who purchases the Product can register for this Support Service from the delivery date of the Product or the date which is determined through consultations between the Customer and the FLIP Consortium.
- (3) The Customer who continues this Agreement can register for this Support Service from the day following the end of the previous Support Contract Term or the date which is determined through consultations between the Customer and the FLIP Consortium.
- (4) The Customer who reregisters in this Support Service after expiration of the previous Support Contract Term can register for this Support Service from the date when the procedures set forth in 6. (Reregistration in this Support Service) have been completed or the date which is determined through consultations between the Customer and the FLIP Consortium.

4. (Renewal and Continuation of this Agreement)

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

- (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 Term.
- (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 within the Renewal Term.



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

5. (Additional Support Service Agreement)

The Customer who purchases the LAN-Compatible Version of the Product can make a maximum of two Support Service Agreements in addition to this Agreement by payment of fees separately prescribed. One Contact Person and one Q&A Person can be additionally registered per one additional Agreement.

6. (Reregistration in this Support Service)

- (1) When the Customer wishes to reregister in this Support Service after the Renewal Term set forth in 4. (Renewal and Continuation of this Agreement) has expired, the Customer shall pay the Reregistration Fee 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 by the Customer after the FLIP Consortium receives the application for reregistration in this Support Service by the Customer through e-mail or other means.

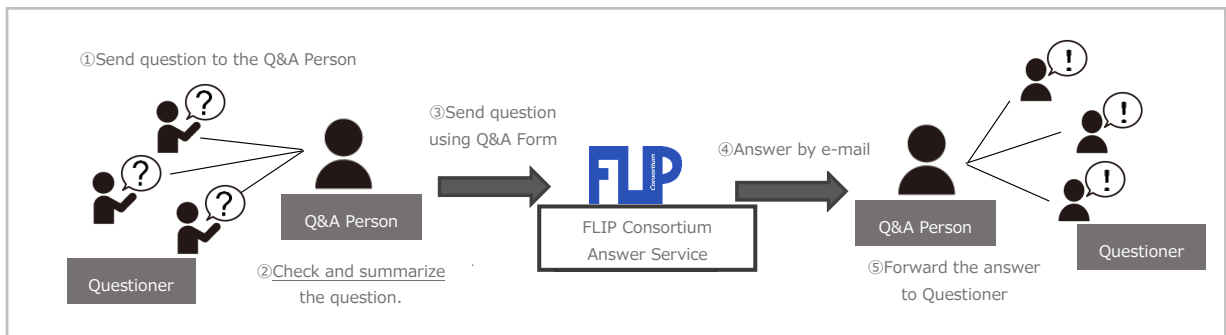
7. (Fees)

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.

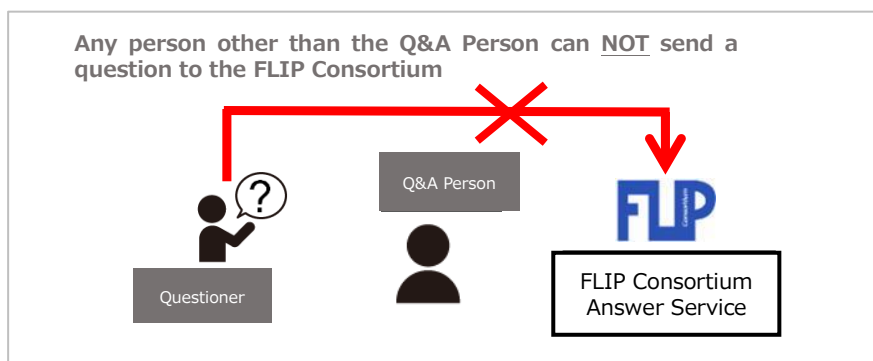
8. (Answer Service)

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

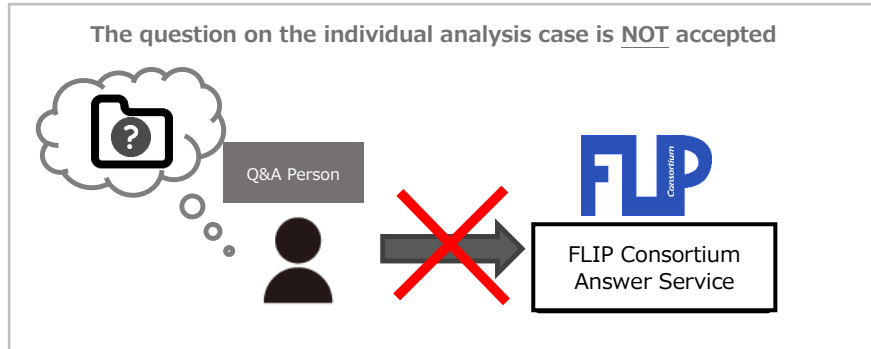
- (1) The Q&A Person can send the question related to the Product to the FLIP Consortium using the web form in the Support Member Website (the "Q&A Form"). The Q&A Person of the Corporate or Organization Customer shall send the question to the FLIP Consortium using the Q&A Form after checking and summarizing the question if the question is raised from other member of the 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;



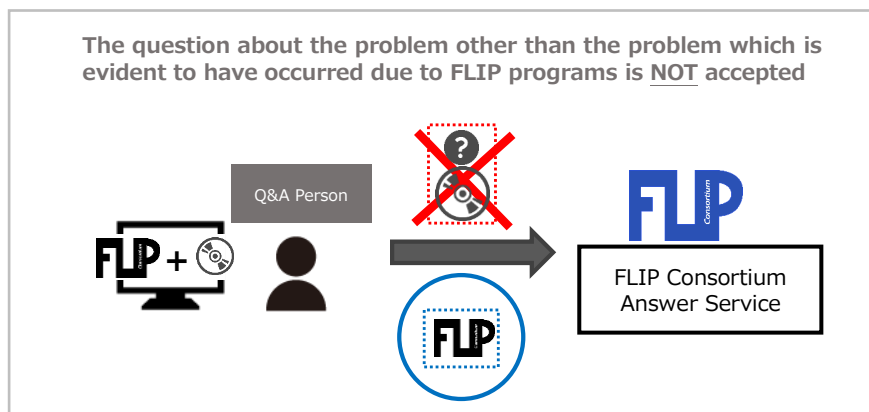
- (3) The question related to only the latest version of the Product is allowed in the Answer Service;
- (4) The Customer can select the language for the Q&A Service from either English or Japanese at the time of purchase of the Product or registration in this Support Service;
- (5) Any person other than the Q&A Person 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 or suitability of analysis results is not accepted;



- (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 due to other company's product is not covered by the Answer Service when the Customer uses the Product with other company's product;



- (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 homepage or the FLIP Consortium Member Website as the frequently asked questions.

#### 9. (Workshops)

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

#### 10. (Updates and Upgrades)

- (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 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 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.

#### 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/PW") when the Customer has registered for this Support Service.
- (2) From the Support Member Website, the Customer can (i) download the programs, manuals and related documentation of the Product including the Updates and Upgrades, except for the Protection Key, (ii) send the Q&A Form and (iii) obtain information on this Support Service.
- (3) The Log-in ID/PW will be changed on June 1 (or the business day immediately after June 1 if June 1 falls on the non-business day) every year.
- (4) The FLIP Consortium will notify the Contact Person of the renewed Log-in ID/PW by the date prescribed in the preceding paragraph by e-mail when the Customer has renewed (continued) this Agreement by completing the procedures set forth in 4. (Renewal and Continuation of this Agreement).
- (5) The FLIP Consortium will issue the new Log-in ID/PW to the Customer who has reregistered in this Support Service by completing the procedures set forth in 6. (Reregistration in this Support Service) as separately prescribed in the Terms and Conditions.
- (6) If the Customer has lost or misplaced the Log-in ID/PW during the Support Contract Term,

the FLIP Consortium will notify the Customer of the Log-in ID/PW 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)

The Customer can cancel this Agreement at any time during the Support Contract Term. 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 by the Customer or the FLIP Consortium before expiration of the Support Contract Term.

13. (Termination of Agreement)

- (1) This Agreement will be terminated upon expiration of the Support Contract Term set forth in 3 (Term).
- (2) The right of the Customer to receive this Support Service will lapse regardless of the Support Contract Term 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 (<http://www.flip.or.jp>).

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. 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 (<http://www.flip.or.jp>).