

# Additional Set of Programs Terms and Conditions

Revised on: September 4, 2024

These Additional Set of Programs Terms and Conditions (the “Terms and Conditions”) apply to General Incorporated Association FLIP Consortium’s (the “FLIP Consortium”) Regular Member, General Member and User Member who apply for purchase of the Additional Set of Programs (the “Member”). These Terms and Conditions also apply to the admission applicant who applies for purchase of the Additional Set of Programs at the same time as application for admission to membership (the “Admission Applicant”). The Member and the Admission Applicant (the “Purchase Applicant”) can apply for purchase of the Additional Set of Programs only when the Purchase Applicant agrees to these Terms and Conditions.

## 1. Definition

- (1) The “Membership Terms and Conditions” shall mean “FLIP Consortium General Membership Terms and Conditions”, “FLIP Consortium Regular Membership Terms and Conditions”, “FLIP Consortium User Membership Terms and Conditions” or “FLIP Consortium Overseas Membership Terms and Conditions” for the Member. In case of the Admission Applicant, the Membership Terms and Conditions shall be pursuant to the membership type which the Admission Applicant applies for.
- (2) The “FLIP Programs” in these Terms and Conditions shall mean the whole of FLIP ROSE® Program, FLIP TULIP® Program, related preprocessors and postprocessors defined in “FLIP Consortium User Membership Terms and Conditions” or “FLIP Consortium Overseas Membership Terms and Conditions”.
- (3) The “Protection Key” shall mean a USB-type software security and license enforcement protection key which enables the Purchase Applicant to run the FLIP Programs as computer programs on the Purchase Applicant’s computer or similar device.
- (4) The “Additional Set of Programs” shall mean 10 licenses in load modules of the FLIP Programs, a Protection Key, the manuals and the related documentation.

## 2. Purchase Application

- (1) The Purchase Applicant shall apply for purchase of the Additional Set of Programs using the Purchase Application Form of Additional Set of Programs (the “Purchase Application Form”).
- (2) The Purchase Applicant can select the Additional Set of Programs either in Japanese version or English version at purchase. The selected language shall not be changed after purchase.
- (3) The Admission Applicant can apply for purchase of the Additional Set of Programs as set forth in the preceding paragraphs, however, the application for purchase of the Additional Set of Programs shall be deemed to be void in case the admission procedures have not been completed for whatever reason.
- (4) A third-party is not permitted to perform all or any part of the procedures related to application for purchase of the Additional Set of Programs on behalf of the Purchase Applicant. However, the case is excluded where the FLIP Consortium permit the involvement of an agent, in its sole and absolute discretion, by concluding an agreement separately between the three parties.

## 3. Answer Service

- (1) The Purchase Applicant can use the Q&A Service specified in the Membership Terms and Conditions and Q&A Service Agreement with respect to the Additional Set of Programs after purchase of the Additional Set of

Programs.

(2) The Purchase Applicant shall register an additional person for the Q&A Service if the Purchase Applicant wishes to use the Q&A Service for the Additional Set of Programs in the language different from the one the Purchase Applicant uses or selects for the Q&A Service at admission to membership. In this case, the Purchase Applicant shall pay the Annual Dues for Additional Person as set forth in the Membership Terms and Conditions. The registration of additional person for the Q&A Service is optional, however, if the Purchase Applicant uses the Q&A Service for the Additional Set of Programs in the same language as the one which the Purchase Applicant uses or selects for the Q&A Service at admission to membership.

#### 4. Fees

(1) The fees of the Additional Set of Programs and the Annual Dues for Additional Person are the same as set forth in the Membership Terms and Conditions.

(2) The payment method and terms of Additional Set of Programs and the Annual Dues for Additional Person are the same as set forth in the Membership Terms and Conditions.

(3) In the transactions with the Purchase Applicant located outside of Japan (the "Foreign Transactions"), the Purchase Applicant hereby acknowledges and agrees that import duties, taxes, withholding taxes, value added taxes, or other additional costs (the "Foreign Transaction Costs") may be assessed by customs or other regulatory or government officials with respect to purchase of the Additional Set of Programs and the FLIP Consortium is not able to confirm or calculate beforehand the actual Foreign Transaction Costs to be incurred. The Purchase Applicant shall bear all Foreign Transaction Costs and the charges for shipping and handling of the Additional Set of Programs to the Purchase Applicant's address.

(4) The FLIP Consortium will bear the shipping costs for the Additional Set of Programs (including, but not limited to, postage fees) for transactions with the Purchase Applicant located in Japan, except for the cases described in Article 10 (2), (3), (5) and (6) of these Terms and Conditions.

(5) The fees of the Additional Set of Programs already paid by the Purchase Applicant is non-refundable.

#### 5. Shipping, Delivery; Access Method

(1) The FLIP Consortium will ship, using the FLIP Consortium's standard methods of packaging, shipping, and delivery, the Protection Key to the Purchase Applicant's address provided in the Purchase Application Form within fourteen (14) business days after confirmation of full payment of the amount written in the invoice by the Purchase Applicant. In case of the Admission Applicant, admission procedures set forth in the Membership and Terms and Conditions must have been completed beforehand.

(2) The FLIP Programs, the manuals and other related documentation, not including the Protection Key, will be provided in downloadable form from the website designated for the Member; the "User Member Site" for the Purchase Applicant who selected Japanese for the Additional Set of Programs and the "Overseas Member Site" for the Purchase Applicant who selected English for the Additional Set of Programs (collectively, the "Member Website").

(3) The log-in ID and password to the Member Website are the same as the log-in ID and password to the Member Website which are valid at purchase of the Additional Set of Programs.

(4) In Foreign Transactions, the FLIP Consortium ships the Protection Key to the Purchase Applicant "CPT", as the term is defined in the latest version of International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce (ICC).

(5) The Purchase Applicant who selected the Additional Set of Programs in English version shall accept the possibility that the upgraded and enhanced FLIP Programs in English version, the manuals and related documentation in English version may be distributed later than those in Japanese version or may not be provided. The Purchase Applicant shall also accept the fact that the FLIPGEN Program, available as one of the FLIP Programs, in English version is not compatible with the FLIPGEN Program in Japanese version.

(6) In the event the Purchase Applicant fails or refuses to accept delivery of the Protection Key which has been delivered to the Purchase Applicant's address or if the FLIP Consortium is unable to deliver the Protection Key to the Purchase Applicant's address because the Purchase Applicant has failed to provide adequate instructions or authorizations, then: (i) the Protection Key will be deemed to have been delivered to the Purchase Applicant; and (ii) the FLIP Consortium may, at its discretion, store the Protection Key on the Purchase Applicant's behalf, until the Purchase Applicant agrees to take possession. The Purchase Applicant shall be liable for any additional handling, storage, or delivery costs and expenses incurred by the FLIP Consortium.

#### 6. Risk of Loss and Damage

Any and all risks of loss or damage to the Protection Key shall transfer to the Purchase Applicant, when the FLIP Consortium has handed-over the Protection Key to a carrier for delivery to the Purchase Applicant.

#### 7. Title

The title to the Protection Key shall pass to the Purchase Applicant when the Protection Key has been delivered to the Purchase Applicant.

#### 8. Inspection

(1) The FLIP Consortium shall in the ordinary course of doing business inspect the Protection Key at its offices prior to shipping and delivery to the Purchase Applicant. The Purchase Applicant shall inspect the Protection Key for any signs of damage, defacement, or defects and shall check operation of the FLIP Programs and the Protection Key according to the documents packed together with the Protection Key promptly after the Purchase Applicant has received the Protection Key.

(2) In the event the Purchase Applicant finds any damage, defacement, defects or troubles in operation of the FLIP Programs and the Protection Key as a result of inspection prescribed in the preceding paragraph, the Purchase Applicant shall notify the FLIP Consortium in writing or by e-mail of the same within thirty (30) days following the date of delivery of the Protection Key to the Purchase Applicant. The FLIP Programs and the Protection Key shall be deemed to be in good working order and condition and in compliance with these Terms and Conditions without the notification by the Purchase Applicant in the same time period.

#### 9. Obligations of Member

(1) The Purchase Applicant shall not transfer all or any parts of the Additional Set of Programs to any third party nor permit any third party to use the Additional Set of Programs during its membership and after loss of its membership.

(2) The Purchase Applicant shall take all necessary measures for preventing any unauthorized transfer of the Additional Set of Programs to any third party during its membership and after loss of its membership.

(3) The Purchase Applicant can use the Additional Set of Programs in each country or region-equivalent (as adopted by the Olympic Games) registered as the Purchase Applicant's address.

(4) The Purchase Applicant can use the Additional Set of Programs within the Juridical Person of the Purchase Applicant, excluding subsidiaries, affiliates or group companies of the Purchase Applicant.

(5) When using the Additional Set of Programs, the Purchase Applicant shall also comply with the obligations regarding the Membership Service, set forth separately in the Membership Terms and Conditions.

#### 10. Handling and Care of Protection Key; Breakage; Loss

(1) The Purchase Applicant uses its best efforts to pay attention to the proper care, handling, use, and maintenance of the Protection Key provided by the FLIP Consortium.

(2) In the event the Protection Key delivered to the Purchase Applicant is damaged, defaced or delivered in an unusable condition, the FLIP Consortium will replace the damaged or unusable Protection Key with a new Protection Key free of charge; provided, however, that the Purchase Applicant notified the FLIP Consortium in writing or by e-mail of the fact within thirty (30) days following the date of delivery to the Purchase Applicant. The Purchase Applicant shall pay the shipping costs for return delivery of the damaged or unusable Protection Key to the FLIP Consortium and the Purchase Applicant shall pay the shipping and handling costs for replacement delivery of the Protection Key to the Purchase Applicant. The free replacement shall not be applied to the damage or breakage caused by the Purchase Applicant's negligence or improper care and handling of the Protection Key.

(3) In the event the Protection Key is no longer functional due to damage or breakage following the period for free replacement as set forth in the preceding paragraph, the FLIP Consortium will exchange the damaged Protection Key with a new Protection Key for a fee. The Purchase Applicant shall pay the shipping costs for return delivery of the damaged or unusable Protection Key to the FLIP Consortium and the Purchase Applicant shall pay the shipping and handling costs for replacement delivery of the Protection Key to the Purchase Applicant.

(4) In the event the Protection Key is defective for reasons attributable to or caused by the FLIP Consortium, the FLIP Consortium will exchange the defective Protection Key with a new Protection Key free of charge.

(5) Notwithstanding anything to the contrary contained herein, in the event the damaged or broken Protection Key is not available for return to the FLIP Consortium for inspection regardless of during its membership, these provisions regarding replacement by the FLIP Consortium shall not apply and replacement of the Protection Key shall not be available to the Purchase Applicant, regardless of the cause of any damage, failure, loss, or theft. The Purchase Applicant shall purchase another Additional Set of Programs. However, in the event the Protection Key is not available for return to the FLIP Consortium because of any troubles occurred in transit of the Protection Key by a carrier, the FLIP Consortium may, in its sole and absolute discretion, reissue the Protection Key for a fee or free of charge, only provided that the cause of the trouble and the situation are clarified by a carrier. The Purchase Applicant shall bear the shipping fees for redelivery of the Protection Key.

(6) In the event the Purchase Applicant who has withdrawn from its membership as set forth in Article 14 of the Membership Terms and Conditions desires to replace the damaged or unusable Protection Key with a new Protection Key, the FLIP Consortium will exchange the damaged Protection Key with a new Protection Key for a fee as set forth in (3) of this Article, provided that the Purchase Applicant notifies its desire of the same in writing or by e-mail to the FLIP Consortium within two (2) years from the date of withdrawal from its membership.

#### 1 1 . Right to Use of Additional Set of Programs after Loss of Membership

(1) The Purchase Applicant who has lost its membership by voluntary withdrawal as set forth in Article 14 of the Membership Terms and Conditions will be able to continue its own use of the Additional Set of Programs only within its organization or individual even after the loss of membership. However, in the event that the Purchase Applicant has reached in any situation of (c) or (f) of Article 14. (3) of the Membership Terms and Conditions after its voluntary withdrawal, the Purchase Applicant shall be no longer eligible for the use.

(2) The Purchase Applicant who has lost its membership due to expulsion or loss of eligibility as set forth in (2) or (3) of Article 14 of the Membership Terms and Conditions shall be no longer eligible for use of the Additional Set of Programs.

#### 1 2 . Warranty

The Additional Set of Programs provided by the FLIP Consortium to the Purchase Applicant are provided "as is", without warranty of any kind, expressed or implied, as to its performance, accuracy or completeness. The FLIP Consortium makes no warranties, expressed or implied, that they (i) are free of error, (ii) are consistent with any particular standard of merchantability including without limitation any implied warranties of merchantability or fitness for a particular purpose, (iii) do not infringe third party rights or (iv) will meet the Purchase Applicant's requirements for any particular application. The Purchase Applicant is advised not to rely, and hereby agrees that it shall not rely, on the Additional Set of Programs for any purpose. The entire risk arising out of the Purchase Applicant's use or performance of the Additional Set of Programs remains with the Purchase Applicant.

#### 1 3 . Compensation of Damages and Governing Law

(1) If the FLIP Consortium has suffered any damage due to a breach of any of the provisions of these Terms and Conditions by the Purchase Applicant, the Purchase Applicant shall be liable for the damage caused to the FLIP Consortium.

(2) These Terms and Conditions shall be interpreted and construed according to, and governed by, the laws of Japan. The Kyoto District Court of Japan shall have exclusive jurisdiction to hear and settle any dispute under or in connection with these Terms and Conditions.

#### 1 4 . Others

(1) The FLIP Consortium may revise these Terms and Conditions when it is recognized that there is a change in circumstances or other reasonable grounds with respect to these Terms and Conditions. When The FLIP consortium intends to revise these Terms and Conditions, the intention of revisions will be notified to the Member by E-mail or written documents and announced to the public through the Internet or other reasonable methods.

(2) The revisions in the preceding item shall be effective on the day when a reasonable period of a month or longer has elapsed, the period of which will be specified in the prior notification and publication.

(3) The FLIP Consortium shall handle the Purchase Applicant's name, address, e-mail address, telephone number and any personal information which can be used to identify the Purchase Applicant written in the Purchase Application Form, with appropriate and reasonable care in accordance with the Privacy Policy set forth in the website of the FLIP Consortium (<https://www.flip.or.jp>).

#### Supplementary provisions

The Terms and Conditions are effective on and applied from September 4, 2024. However, for those who are the Overseas Members at the time of this revision, the Terms and Conditions shall be effective on September 4, 2024 and applied from October 5, 2024.