

FLIP ROSE ver.7 Series Subscription Version
End User License Agreement

Effective March 1, 2021

Revised on September 18, 2023

This End User License Agreement (this "Agreement") is a legally binding agreement by and between the Customer and the General Incorporated Association FLIP Consortium (the "FLIP Consortium") with respect to FLIP ROSE ver. 7 Series Subscription Version (the "Product"). The Customer shall read, understand and accept this Agreement to use the Product.

The Customer shall be deemed to have accepted and be bound by the terms, covenants and conditions of this Agreement when the Customer has opened the package of the Protection Key and the ID/PW Notification of the Product. 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 the package of the Protection Key and the ID/PW Notification of the Product unopened, with the original seal intact.

Article 1 (Definitions)

1. The "Product" shall mean "FLIP ROSE ver.7 Series Subscription Version" (product name: "FLIP ROSE ver.7 Series 4 Seasons") including any and all computer programs, manuals and related documentation or portions thereof, which are provided by the FLIP Consortium as the Product, in electronic or downloadable form, in any media whatsoever, and the Protection Key.
2. The "Protection Key" shall mean the USB-type software security and license enforcement protection key. The Protection Key, with the 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.
3. The "Download Website" shall refer to the website created, maintained and provided by the FLIP Consortium for downloading the Product except for the Protection Key.
4. This "Agreement" shall mean a legally binding agreement by and between the Customer and the FLIP Consortium set forth herewith.
5. The "Customer" shall mean a juridical person, entity, organization or individual within or outside of Japan.

Article 2 (Grant of License)

1. The FLIP Consortium hereby grants to the Customer a license to use the Product in accordance with the terms, covenants and conditions of this Agreement (the "License") only for the period prescribed in Article 3 (the "Subscription Period").

2. The License shall be a limited, non-exclusive, non-sublicensable and non-transferable license.
3. The Customer may use the Product on one (1) computer or similar device, running on the Microsoft® Windows® operating system, per single grant of license only during the Subscription Period.
4. Even during the subscription period, the license shall terminate in the following cases:
 - 1) In the event of death or dissolution of the customer;
 - 2) In the event that any of the following events occurs for juridical person, entity or organization customers.
 - a. when the customer has become a disappearing company in merger or a wholly owned subsidiary company in share exchange or share transfer;
 - b. when all or a part of the right of membership of this association is to be succeeded by a third party due to corporate divestiture or business transfer;
 - c. when the shareholders change by more than 50%; or
 - d. when the FLIP consortium determines that there has been a significant change in effective controlling interest or business environment due to changes of the directors and other reasons.

Article 3 (Subscription Period)

1. The Subscription Period shall be three hundred sixty six (366) days from the date when the Customer initially runs FLIP ROSE® program provided to the Customer from the FLIP Consortium as one of the computer programs of the Product (the "Start Date"). In the event the Protection Key is reissued pursuant to Item 3 of Article 6 of the General Terms and Conditions of the Product (the "General Terms and Conditions"), the Start Date shall be the date when the Customer initially runs FLIP ROSE® program using the reissued Protection Key.
2. The Customer shall be in charge of management of the Start Date and the Subscription Period at the Customer's own risk and responsibility.
3. The Subscription Period shall not be automatically renewed or extended. If the Customer wishes to continue to use the Product after expiration of the Subscription Period, the Customer shall apply for purchase of the Product in the manner prescribed in the General Terms and Conditions.

Article 4 (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 the Product as a used good. The 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 of the Product or the principal office of the Customer exists.

7. The Customer as a juridical person, entity or organization can use the Product within the entity, excluding affiliated organization, related organization and group entities of the Customer, regardless of its name.

Article 5 (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 or the Customer's inability to use the Product.

3. Notwithstanding anything to the contrary contained in 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 (whether or not the FLIP Consortium is able to know the possibility of such damages.). In the event 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 within the Subscription Period, 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 6 (Product Handling and Care; 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 Download Website (the "Log-in ID/PW").

2. In the event the Protection Key is no longer functional within the Subscription Period, for whatever reason, the FLIP Consortium shall not provide any warranties and shall not reissue the Protection Key, except for the case prescribed in Item 3 of Article 6 of the General Terms and Conditions.

3. In the event the Customer loses or misplaced the Log-in ID/PW, the FLIP Consortium will notify the Customer's Log-in ID/PW only within the Download Period prescribed in Item 6 of Article 4 of General Terms and Conditions after receipt of the request through the e-mail address notified to the FLIP Consortium at purchase of the Product.

4. 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 after expiration of the Download Period prescribed in Item 6 of Article 4 of the General Terms and Conditions, the FLIP Consortium shall not be liable for replacement of the Product. In the event, however, such described non-functionality occurs within the Subscription Period, the Customer may re-download and re-install the Product and its related materials except for the Protection Key, by the FLIP Consortium's sole and absolute discretion. In no case shall the Subscription Period be changed or extended.

Article 7 (Intellectual Properties; Copyrights)

The Product is protected under international copyright law, international copyright treaties and other applicable laws and treaties relating to intellectual property. 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, except for the Protection Key, 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 8 (Termination of this Agreement)

1. This Agreement shall be terminated on the expiration date of the Subscription Period.

2. Notwithstanding the provisions of the preceding paragraph, 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. The FLIP Consortium shall not be liable for any damages suffered by the Customer due to such termination. Any fees paid by the Customer in connection with the Product shall not be returned to the Customer.

3. In the event this Agreement is terminated for any reason, the Customer shall be required and obliged to stop use of the Product immediately.

4. In the event this Agreement is terminated for any reason within the Download Period, the Customer hereby acknowledges and agrees that the FLIP Consortium may immediately disable the Customer's Log-in ID/PW.

Article 9 (Revisions)

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

2. The revisions described 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.

Article 10 (Compensation of Damages; Governing Law; Jurisdiction and Venue)

1. If the FLIP Consortium suffers or incurs any losses or damages 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 implies, 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 Unites 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.

4. 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 (Survival Clause)

The provisions of this Agreement set forth in Articles 2, 4, 5, 6, 7, 10 and this Article shall survive the termination of this Agreement.