

Product Terms of Use

REQWARE Inc.

Product Terms of Use

(Please make sure to read these Product Terms of Use carefully before using our products.)

These Product Terms of Use (hereinafter called the “Terms of Use”) is to stipulate the terms and conditions for the use of the products or services (hereinafter called the “Product,”) which developed and provided by REQWARE Inc. (hereinafter called “Company”) to the user of the Product (hereinafter called “End User”).

End User’s use of the Product shall be subject to acceptance of, and compliance with, the provisions of the Terms of Use. End User may make an application for and install the Product only after End User’s understanding and acceptance of the Terms of Use, and shall use the Product strictly in compliance with the provisions of the Terms of Use.

If End User does NOT agree with and accept any provision of the Terms of Use, End User may not use the Product.

The term “License Agreement” shall mean the agreement concluded and entered into by and between Company and End User with respect to the use of the Product subject to the provisions of the Terms of Use and the provisions described in the application form for the Product. The License Agreement shall become effective at the time End User use Product.

Terms

Article 1 Scope

These Terms of Use shall apply to the License Agreement between End User and Company with respect to the Product provided by Company to End User.

Article 2 Grant of Right

1. Company hereby grants End User a non-exclusive and non-transferable right to use the Product, subject to the payment of the annual Subscription Fees for the Product (as defined in Article 9) to Company (except the case where End User only uses the Free Version of the Product pursuant to Article 4), and subject to the provisions in the Terms of Use.
2. End User is recommended to read the Terms of Use carefully, and shall use the Product in full compliance with the provisions of the Terms of Use.

Article 3 Revision/Elimination

1. Company may, from time to time and without prior consent of End User, eliminate all or a part of the Terms of Use, establish new Terms of Use and/or revise a part of provisions of the Terms of Use according to and/or in response to any establishment, revision and/or abolition of the applicable laws or regulations and/or any change of social or economic conditions, and/or for the purpose of improvement of the quality of the Product for End User. In such cases, the contents, fees and other terms and conditions for the use of the Product shall be subject to the provisions stipulated in such newly established or revised Terms of Use.
2. Aforementioned deletion, revision hereof or establishment of any new Terms of Use shall become effective on the date as designated by Company. Newly established or revised Terms of Use may be posted on Company’s website.

Article 4 Free Services

1. If End User desires and selects to use the free version of the Product (hereinafter called the “Free Version”), End User shall, upon and subject to End User’s understanding and acceptance of the Terms of Use, End User’s starting to use Product shall be regarded as End User’s consent to these Terms of Use, and, then, End User may use the Free Version of the Product strictly in compliance with the provisions of the Terms of Use.
2. The functions and availability of the Free Versions shall be limited as compared with the full version (hereinafter called the “Full Version”) of the Product. End User may use only certain limited part of the functions to be provided under the Full Version. Further, the maintenance services and other related supports for the Product as stipulated in Article 11 hereof shall not be provided by Company to End User who only uses the Free Version. If End User desires to use all functions of the Product, please apply for the Full Version of the Product for a fee.
3. If End User uses only the Free Version of the Product, the provisions in Article 2, Article 6, Article 11 and any other provisions hereof concerning End User’s rights which are not intended to be applied to the use of the Free Version shall not apply to such use of the Free Version. In addition, Company does NOT make any warranty and/or representation in any manner concerning the Free Version of the Product.

Article 5 Full Version of the Product/License Key

1. If End User desires to use the Full Version of the Product, End User shall, upon and subject to End User’s understanding and acceptance of the Terms of Use, input necessary matters into the application form for the Product thereon; the starting to use Product shall be regarded as End User’s consent to these Terms of Use. And, then, End User shall pre-pay to Company the annual Subscription Fees for the Product (as defined in Article 9) pursuant to the payment terms described in Article 9.
2. Upon confirming the aforementioned pre-payment, Company shall issue to the End User a license key (hereinafter called the “License Key”) for the use of the Full Version of the Product for one (1) year. End User may activate and utilize the Full Version of the Product by using the License Key or upon receiving a product usage start notification from the Company, subject to End User’s strict compliance with the provisions of the Terms of Use.
3. End User shall not require or demand Company to amend, revise and/or eliminate any part of the provisions in the Terms of Use or any other terms or conditions designated by Company at End User’s application for the Product to Company. Company shall have the right to reject End User’s any and all such requires or requests concerning any provision of the Terms of Use or any other terms and conditions for the Product.
4. The amount of the Subscription Fee for the Product, and the details of billing and payment methods thereof shall be stipulated in Article 9.

Article 6 Term of Agreement

1. The License Agreement concerning the Product shall remain in force for a period of one (1) year from the date Company issues the License Key to End User pursuant to the provisions in Article 5, or from the start date specified in the product usage start notification provided by the Company until the end date specified therein,

whichever is applicable.

2. The License Agreement shall be automatically extended for successive periods of one (1) year each subject to the provisions of then current Terms of Use, unless any notice of termination from End User is received by Company at least 30 days prior to the expiration of the original term of the License Agreement or any extension, and the same shall apply to the subsequent renewal term.
3. End User may terminate the License Agreement during the term of this Agreement only subject to and based on the provisions described in Article 18.1.

Article 7 No Assignment

End User shall not transfer, redistribute, sublicense or otherwise encumber the whole or any part of the rights or obligations under the Terms of Use and/or the License Agreement to any third party, whether with or without consideration without Company's prior written consent.

Article 8 Purpose of Use

1. End User may use the Product only for the purpose of using the function provided through the Product (hereinafter called the "Purpose"), and shall not use the Product for any other purpose, such as for sale, distribution, lease and/or rent of the Product and/or designing or development of any other service, products, Product or otherwise.
2. End User shall not copy, reproduce or disclose to any third party any program (whether or not in object code or source code form) in or relating to the Product.
3. End User shall use the Product only in the same condition as provided by Company. End User shall in no manner make any change, modification, adaptation, translation, etc. of, or from, the Product and/or relevant programs.
4. The Product is protected by the Unfair Competition Prevention Acts in Japan and similar laws and regulations in any other country. End User shall not de-compile, disassemble or reverse-engineer the Product and/or relevant programs, or otherwise extract the source code of the whole or any part of the Product and/or relevant programs in any manner, nor shall by any manner change, modify or translate the same into machine-readable form.

Article 9 License Fees

1. End User shall pay to Company the annual license fees (hereinafter called the "License Fees") in consideration for End User's use of the Full Version of the Product.
2. End User shall pay the full amount of the License Fees at the same time as End User applies for using the Full Version of the Product.
3. The License Fees for a year subsequent to the then current contract year shall be invoiced by Company to End User by email, or any other means reasonably prior to the commencement of such subsequent year. Pursuant to such invoice issued by Company, End User shall pay the amount of the License Fees for the subsequent year before the commencement of such year.
4. End User shall pay the amount of the License Fees (whether for the first term or for any subsequent term) to Company by credit card, "PayPal," "Payoneer" or other means for payments designated by Company.

Article 10 Necessary Devices

1. End User shall, at its own costs, be responsible for securing and maintaining adequate environment, Product programs, communication devices, communication

tools, and so on, necessary for utilizing the Product.

2. Web-browser(s) on which End User uses the Product shall be those as verified by Company. In case End User uses any web-browser not yet verified by Company, Company shall not provide to End User any Support Services as defined below in Article 11 hereof.

Article 11 Support Services

1. Subject to End User's payment of the full amount of the Subscription Fees, and upon Company's issuance of License Key to End User for activating the Full Version of the Product, Company shall provide End User with certain support services, such as bug-fix, enhancement, work-around, and/or other support services, the details of which shall be otherwise determined by Company (hereinafter called the "Support Services"); provided, *however*, the Support Services may from time to time be altered, added, modified, amended, deleted and/or otherwise changed by Company at its sole discretion.
2. Free Version of the Product shall be available on an "as-is" basis. Company shall not be obliged to provide any Support Services for or concerning the Free Version of the Product.
3. The Support Services shall not be provided after any termination or expiration of the License Agreement for the Full Version.
4. The Support Services do NOT cover, and Company shall NOT be responsible for provision of, any supports, response and/or problem resolution concerning any issues or problems arisen out of or in connection with "OutSystems," "Selenium" and/or any other third-party program/Product originated or provided by any third parties, including without limitation any bug-fix, correction or resolution of any error, defect and/or malfunction, or any functional enhancement; Provided, *however*, that in case of any issue or malfunction concerning the Product arising out of, or in connection with, "OutSystems," "Selenium" and/or any other third party program, Company shall use its commercially reasonable efforts to work-around such issue or malfunction, if possible.
5. The Support Services shall be provided on condition that End User uses the Product on such web-browser(s) as verified by Company. In case End User is using any non-verified web-browser, Company shall not provide any Support Services to End User.
6. Company may provide the whole or any part of the Support Services by its affiliates and/or any other third party vendor, without any consent of End User.
7. In case End User fails to pay, or delays in payment of, any amounts due payable by End User to Company hereunder, or in case End User is deemed, at Company's sole discretion, to breach or possibly breach any terms hereunder, or in case End User is deemed, at Company's sole discretion, to fall under any event of termination described in Article 19 hereof, Company may suspend the provision of any Support Services hereunder to End User.
8. The Company's obligations concerning the Support Services shall be limited only to Company's commercially reasonable efforts to bug-fix, correct or resolve errors, defects and malfunctions, and to make certain functional enhancements concerning the Product. Company does NOT warrant that such bugs, error, malfunction shall be completely fixed, corrected or resolved, or that any functional enhancement shall be provided without fail.

Article 12 Change of the Product

1. Company may at any time change, add and/or delete any functions contained in the Product without obtaining prior consent of End User.
2. Notwithstanding the foregoing, in case Company ceases or terminate to provide End User with all functions of the Product during the term of License Agreement for its own convenience, except the case where such cessation or termination has been caused by any force majeure events, End User's failure to pay the Subscription Fees, or any other reason not attributable to Company, Company shall refund or credit the pro rata amount of the Subscription Fees paid by End User proportionate to the remaining period of the License Agreement; provided, however, Company shall not be obliged to refund or credit any prepaid amount for such remaining period less than one (1) month.

Article 13 Suspension of Services

Company may suspend the provision of the Product continually in each of the following cases;

- (1) In case of necessary and unavoidable maintenances and/or constructions of electric or communication facilities or other facilities or equipment relating to the Product provided by Company, or other related Product (hereinafter called the "Service Providing Facilities"), or change of machines for improvement of the Product, etc., for the purpose of stable provision of the Product, whether pre-planned or emergent.
- (2) In case the provision of the Product becomes difficult by reason of any malfunction, etc., of any of the Service Providing Facilities.
- (3) In case of an unavoidable suspension due to any operational and/or technical reason;
- (4) In case stable provision of the Product from Company to End User becomes difficult by reason that Company cannot stably use electricity or other services provided from relevant power company or relevant communication service company, etc.
- (5) In case the provision of the Product becomes difficult for Company because of any event of force majeure, such as natural disaster, or other unavoidable reason; or
- (6) In case forced by any law or statute

Article 14 No-Warranty/Disclaimer

1. Company shall provide the Product to End-User on an "AS IS" basis, and Company shall not be liable for any defect warranty or guarantee with respect to the Product. However, if End-User discovers an error in the Product and notifies Company of such error, Company shall endeavor to make such correction as it deems appropriate within a reasonable period of time.
2. Company makes no warranty to end-user that the product will be error-free, non-operational, error-free or otherwise defective, non-infringing, merchantable, or fit for a particular purpose of a third party, or any other matter not expressly set forth in this agreement. Company shall not be liable for any consequences resulting from End User's use or inability to use the Product.

Article 15 Responsibilities to Employees

1. End User shall have its employees take necessary and appropriate measures for the sincere performance of any and all obligations owed by End User stipulated herein.
2. End User shall be responsible for any default or breach hereof by End User's any

employee who is or was involving End User's businesses.

Article 16 Audit

1. Company shall have the right to conduct an audit to End User whether End User appropriately uses the Product in accordance with the Terms of Use.
2. Company may conduct the aforementioned audit through any appropriate measures, such as to enter into End User's offices or other premises by its employee(s) or agents of Company, to browse and/or copy any related document or book or to have End User submit them to Company, or any other measures reasonably considered necessary for the audit.
3. Before entering into End User's offices or other premises, Company shall make written notice in advance, and Company shall enter into End User's offices or premises during End User's normal business hours amicably, and the audit shall be conducted by the method considered to have least affects on End User's businesses.
4. The frequency of the audit by entering into End User's premises stipulated in this Article shall be limited to one (1) time in a certain quarter. The cost of such audit shall be borne by Company in principle; provided, *however*, in case that any inadequate use of the Product by End User is detected through the audit and such inadequate use is material, the costs of the audit shall be borne by End User.

Article 17 Obligations of End User

1. Upon applying for and using the Product, End User represents and warrants the following:
 - (1) No fraud or deceit has been included in any of the various information notified to Company at the time of the application for, or its use of, the Product;
 - (2) No fraud or deceit will be included in any and all data and information provided, posted and/or distributed by the End User on or into the networks and/or systems relating to the Product;
 - (3) Not to make unauthorized or illegal access, etc., to the servers used for the Product; and
 - (4) Not to put on an extra load on the servers used for the Product.
2. Upon using the Product, and/or on or through End User's web-browser on which the Product is used, End User shall not conduct any of the following acts:
 - (1) To commit any illegal or possibly illegal act violating any law or statute in any applicable jurisdiction, or to conduct any similar act;
 - (2) To discriminate or defame Company or any other party or person, or to infringe such parties' or persons' any personal rights or propriety rights, such as the rights to protect such person's honor, credibility and/or privacy, or to commit any act likely to do the same;
 - (3) To collect, obtain, disclose, provide, falsify, delete or illegally use any personal information or any other information relating to any third person or party through fraud or in any other unlawful manner, or to conduct any similar act;
 - (4) To conduct any criminal act, or to instigate or facilitate any criminal act, or any act likely to do the same;
 - (5) To provide false information intentionally or to conduct any similar act;
 - (6) To conduct any act violating the Public Offices Election Act in Japan or any equivalent law and/or regulation in any applicable jurisdiction, or to commit any act likely to do the same;
 - (7) To conduct any Endless Money Chain act (pyramiding act), or any similar act,

- or to commit any act inducing the same;
- (8) To provide or transmit any content falling under or relating to any obscenity, child prostitution, child pornography or child abuse, or to commit any act violating the Act on Punishment of Activities Relating to Child Prostitution and Child Pornography, and the Protection of Children in Japan or any equivalent law and/or regulation in any applicable jurisdiction, or to conduct any similar act;
 - (9) To conduct any sex-related amusement special business stipulated in the Act on Control and Improvement of Amusement Businesses in Japan or any equivalent law and/or regulation in any applicable jurisdiction, etc., or any similar act;
 - (10) To conduct any dating agency business stipulated in the Act on Control of Online Dating Sites Dating Businesses in Japan or any equivalent law and/or regulation in any applicable jurisdiction, or any similar act;
 - (11) To conduct any act violating the Act against Unjustifiable Premiums and Misleading Representations, the Pharmaceutical Affairs Law, the Financial Instruments and Exchange Act, or the Money Lending Business Act in Japan or any equivalent law and/or regulation in any applicable jurisdiction, or any similar act;
 - (12) To use the Product by means of or in the form which poses or likely poses damages to any third party's communication, or to commit any act likely to do the same;
 - (13) To make unauthorized or illegal access, cracking or attack to any computer and/or telecommunications facility, etc., operated by Company or any other third party, or to conduct any similar act;
 - (14) To send any chat or email including the contents which give someone a sense of aversion (including, without limitation, "hate e-mails" and "junk mails"), or to conduct any similar act;
 - (15) To utilize any computer virus or make available or provide it to any third party or person by using the Product, or to commit any act likely to do the same;
 - (16) To modify, hack into and/or reproduce any program relating to the Product;
 - (17) To reverse engineering, de-compile or disassemble the Product and/or relevant programs, or otherwise extract the source code of the whole or a part of the Product and/or relevant programs;
 - (18) To resell, lease or sublicense the rights granted hereunder to any third party or person; or
 - (19) To infringe any other person's or party's legal right, or to use the Product by means of or in the form which may be offensive to the public order and morals.
3. In case End User violates any of provisions in the Section 1, or in case End User falls under any of the provisions in the Section 2, Company may immediately stop providing the whole or a part of the Product to End User without payment of any compensation for damages or refund of any fee for the Product to End User.

Article 18 Cancellation of License Agreement

1. In case End User desires to cancel the License Agreement during the term thereof, End User shall make notice of cancellation thereof (hereinafter called the "Cancellation Notice") to Company at least thirty (30) days prior to the desired cancellation date by and through the Website of Company.
2. Upon Company's receipt of the aforementioned Cancellation Notice submitted from

End User in accordance with the previous Section, the License Agreement shall be cancelled and terminate on the desired cancellation date specified in such Cancellation Notice; provided, *however*, that any Subscription Fees for the Product or any other amount paid by End User already paid to Company prior to such cancellation shall in no manner be refunded to End User.

Article 19 Immediate Termination

1. In case of any of the following events, Company may forthwith terminate the whole or part of the License Agreement without any prior notice or demand to End User:
 - (1) In case End User breaches any of the provisions stipulated in the Terms of Use and/or the License Agreement, and End User fails to remedy such breach within fourteen (14) days from its receipt of a notice from Company;
 - (2) In case the credibility of Company or any other subscribers has been damaged or is likely to be damaged due to End User's any act or omission (including negligence);
 - (3) In case of any breach of any applicable law, statute, ordinance and/or regulation in relevant counties, or any act offensive to the public order and morals;
 - (4) In case the rights and/or interests of Company or any other third party is seriously infringed, or is likely to be seriously infringed, due to End User's any act or omission (including negligence);
 - (5) In case Company or any other third party incurs or is likely to incur irreparable damages due to End User's act unless such subscriber's act is immediately stopped or suspended;
 - (6) In case End User fails to pay any License Fees or any other fee or cost relating to the Product even once;
 - (7) In addition to the cases as described above, in case that Company recognizes that it would be necessary, at Company's sole discretion, to stop or suspend End User's use of the Product;
 - (8) In case the provision of the Product is suspended by a court order or any other governmental authorities' requirement, or Company receives an order of attachment or temporary attachment to any machine and/or facility relating to the Product;
 - (9) End User receives an order of attachment, temporary attachment, temporary injunction, judicial enforcement, demand for tax payment to its properties and/or credits or disposition of assets for failure to pay taxes;
 - (10) Any check, bill of exchange or promissory note issued by End User is dishonored by the clearing house or End User receives a suspension of bank transaction;
 - (11) Any kind of bankruptcy procedures, including, but not limited to, petition in bankruptcy, or for corporate reorganization, civil rehabilitation or special liquidation proceeding, is commenced by or against End User, or any event which might cause any of said bankruptcy procedures occurs, or End User receives a winding-up order or judgment for dissolution from any court or relevant governmental authorities;
 - (12) End User or any of its officers, main shareholders, employees, or relevant parties (hereinafter called the "Relevant Parties") was or is any anti-social-force (hereinafter called the "Anti-Social-Forces"), such as a crime syndicate, a member of any crime syndicate, an associated member of any crime syndicate,

an affiliated company of any crime syndicate, or End User or any of its Relevant Parties cooperated or is cooperating with, or was or is involved in, the maintaining or running the Anti-Social-Forces, including, but not limited to, providing any funds or any convenience, etc., to any of the Anti-Social-Forces, or End User or any of its Relevant Parties had or has any relation to or contact with any of the Anti-Social-Forces;

- (13) End User, by itself or through any third party, uses any violence, fraud or threatening language to Company;
 - (14) End User represents or notify to Company that End User or any of its Relevant Parties was or is an anti-social-force; or
 - (15) In case there is any false or deceit entry or erroneous description in the contents of the application form for the Product.
2. Termination or invalidation pursuant to the previous Section by Company shall not prevent Company from seeking losses and damages incurred by Company to End User.

Article 20 Confidentiality

1. One party who receives the information from the other party (hereinafter called the “Receiving Party”) acknowledges that in the course of performing its obligations under the Terms of Use or the License Agreement, it will receive information which is confidential and proprietary, including the other party’s trade secrets, technical information or other confidential information (hereinafter called the “Confidential Information,” collectively) to the other party (hereinafter called the “Disclosing Party”).
2. The Receiving Party agrees not to use the Disclosing Party’s Confidential Information except in performing of the Terms of Use or the License Agreement, and not to disclose such Confidential Information to any third party. In addition, the Receiving Party shall limit the disclosure of the Confidential Information only to its officers and employees who have a need to know such Confidential Information for the performance of the Terms of Use and the License Agreement.
3. The foregoing restrictions will not apply to the information which;
 - i) is already known to the Receiving Party; or
 - ii) is or becomes publicly known through no act or wrongful act of the Receiving Party; or
 - iii) is received from a third party without similar restriction and without breach hereof; or
 - iv) is independently developed by the Receiving Party who has not had access to any of the proprietary information and without violating its obligations hereunder; or
 - v) is approved for release by written authorization of the Disclosing Party; or
 - vi) is required by court order or by order of any government or administrative agency or tribunal having jurisdiction over the Receiving Party.
4. In the case of aforementioned (vi), the Receiving Party shall provide prompt notice thereof to the Disclosing Party and shall exert its reasonable effort to obtain a protective order or otherwise take reasonable measures to prevent public disclosure of such information, and limit the information disclosed to only such portion of information as is required by law.
5. The non-disclosure provision in this Article shall apply during the term of the License Agreement and after the termination or expiration date thereof.

6. Upon the termination or expiration of the License Agreement for any reason or at any time upon the request of the Disclosing Party, the Receiving Party shall, pursuant to the direction of the Disclosing Party and without delay, destroy or return to the Disclosing Party all documents and other tangible objects containing or representing the Confidential Information of the Disclosing Party, and all copies thereof, which are in the possession of the Receiving Party.

Article 21 Personal Information

1. Company shall handle any Personal Information as defined in Article 2-1 of the Personal Information defined in the Act on the Protection of Personal Information in Japan (hereinafter called the “Personal Information Protection Law”) in compliance with the provisions of said Personal Information Protection Law and other related laws, statutes, ordinances and relevant rules and regulations.
2. Company shall handle and strictly manage the Personal Information, including without limitation the name, trade name and address, provided by End User to Company in accordance with the previous Section.
3. The company shall not provide any Personal Information to any third party without a consent of End User in accordance with the provision of the Personal Information Protection Law, except the case where Company is required to disclose from police or other investigating authorities, etc. based on due procedures, or the case as provided in the relevant laws or regulations.
4. Company shall take adequate measures regarding any matter other than those described in the previous Section 1, 2 and 3 in accordance with the provisions of the Personal Information Protection Law.

Article 22 Intellectual Property Rights

1. Any and all patents, utility modules, trademarks, copyrights, trade secrets, etc. (hereinafter called the “Intellectual Property Rights”) with respect to the Product, and/or related programs, contents, technologies and images (including without limitation banners and trademarks) provided by Company to End User shall remain in the ownership of Company. End User shall be granted only a nonexclusive and nontransferable right to use the Product only for, and within the scope of, the Purpose as described in Article 8, and shall not use the Product beyond the scope of such Purpose. End User shall not revise, modify or change the contents of such programs, contents, technologies or images without a prior written consent of Company.
2. End User hereby represents and warrants to Company that any content posted or provided by End User (if any) does not, or will not, infringe any third party’s Intellectual Property Right, right to name, portrait right, right to honor, or privacy right

Article 23 Indemnification

1. Company may claim compensation to End User for any and all damages incurred due to End User’s breach of any of the provision of the Terms of Use.
2. Regardless of whether Company claims any compensation for damages or not, Company may give End User a warning in case of any breach or likely breach of the Terms of Use.
3. In case that, notwithstanding the provisions in the Article 14, company should be obliged to make indemnification to subscriber by any applicable law, rule and/or

regulation, Company shall be liable to End User only for the damages actually and directly incurred by End User due to negligence of Company from whatever cause, and in no event shall Company be liable for loss of profit or any indirect, consequential, or special damages, even if Company is advised of the possibility of such damages.

4. With respect to the grant of the rights to use the Product, in no event shall Company be liable to End User for cumulative damages greater than the amount of the total License Fees for the Product actually paid by End User to Company, during one (1) year immediately before said claim from whatever cause, except the case such damages or losses arise out of or due to Company's intentional act or gross negligence.
5. Notwithstanding the foregoing, if End User uses the Free Version of the Product, Company shall in no manner be obliged to pay compensation for any loss or damages in any case and by any reason whatsoever, including Company's gross negligence acts or omissions.

Article 24 Notice

1. All notices, requests and demands from Company to End User hereunder may be given via email to the email address of a person in charge of End User notified to Company through the Website. If End User desires to change such email address, End User shall immediately notify Company of such change through the Website. If End User fails to notify Company of such change, Company may send its any notices and/or demands to End User to the prior and original email address.
2. Any inquiry from End User to Company with respect to the use of the Product shall be made via email or through the Website.
3. Any inquiry to Company may be accepted during the following hours. Company shall make its commercially reasonable efforts to make first response to the inquiry from End User within five (5) business days from the arrival of such inquiry

* From 10 a.m. to 7 p.m., Japan time

* Excluding the National holidays in Japan, Japanese so-called Golden Week (ordinary from April 28 or 29 to May 6 or 7), summer holidays (Bon holidays, in Japan) and year-end and New Year holidays.

Article 25 Delay Interests

In case End User fails to make any payment to Company based on the Terms of Use and the License Agreement, End User shall pay to Company such non-paid amount payable to Company, together with delay interests accruing from the due date until fully paid at the annual rate of fourteen point six (14.6) percent per year on any overdue amount.

Article 26 Force Majeure

Company shall in no manner be responsible for any failure or delay in the performance of any of its obligations hereunder (excluding any payment obligations), nor shall such failure or delay be deemed to be a breach hereof if such failure or delay is due to circumstances of any nature whatsoever which are not within its control and are not preventable by reasonable diligence on its part, including, but not limited to, Act of God, acts of government or governmental authorities, compliance with law, regulations or

order, fire, storm, flood, earth quake, tsunami, thunder, typhoon, epidemic or other plague, war (declared or not), warlike conditions, hostility, terror, rebellion, revolution, riots, explosion, marine accident, strike, lockouts or other labor dispute, shortage or regulation of energy supply or materials.

Article 27 Jurisdiction

Any dispute arising out of, or in relation to, or in connection with, the Terms of Use or the breach thereof between Company and End User shall be subject to the exclusive jurisdiction of the Tokyo District Court (or Tokyo Summary Court) in Japan for the first trial.

Article 28 Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of Japan, without reference to the principles of conflicts of laws or the United Nations Convention on Contracts for the International Sales of Goods (1980).

Article 29 Miscellaneous

1. Failure of either party hereto to enforce any provision of the Terms of Use or any right in respect thereof or to exercise any election provided for herein shall in no manner be deemed to be a waiver of such provisions, rights, or elections or in any way affect the validity of the Terms of Use. Failure of either party to exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have hereunder.
2. If any provision of the Terms of Use is held by a court of competent jurisdiction to be illegal or invalid, the remainder of the provisions shall remain effect.
3. These Terms of Use and the License Agreement constitute an entire agreement between the parties hereto pertaining to the grant of right to use the Product and supersede any and all written or oral agreements previously existing between the parties.
4. The definitive text of the Terms of Use shall be in the English language. In the event of any difference or inconsistency between the English version and other language version of the Terms of Use, the English version shall prevail in all respects.

Established: December 1, 2022

Sadanobu Kodan
Representative Director
REQWARE Inc.
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Tokyo, Japan