

“Pictum (Picture manager)” Service Agreement

“Pictum (Picture manager)” Service Agreement (hereinafter referred to as this “Agreement”) stipulates licensing and methods of use of Pictum (Picture manager) provided by Nippon Control System Corporation (hereinafter referred to as “NCS”) or successor products thereto (hereinafter collectively referred to as the “Software”) and services (hereinafter referred to as the “Services”) provided by NCS incidental to the Software. Corporations, organizations, or individual customers (hereinafter collectively referred as to the “Customer”) who are granted the License to use the Software shall be deemed to have accepted that terms of this Agreement, upon applying to NCS for purchase of the Software if the Customer had the means or opportunity to confirm this Agreement before applying for purchase of the Software, or upon user registration by using the License Key if the Customer did not have the means or opportunity to confirm this Agreement before applying for the purchase.

The Software is protected under the Copyright Act and conventions with respect to Copyright, and other laws with regard to intellectual property rights and conventions therefor. The Software shall be for grant of its use, and shall not be for sale.

If Customer cannot consent to the provisions of this Agreement, the Customer is prohibited to use the Software and shall immediately destroy the License Key.

Article 1 (Definitions)

1. The term “License” means the right to use the Software within the scope granted under this Agreement.
2. The term “License Key” means the random mixed alphanumeric string assigned when License is granted. One (1) License Key shall be assigned for one (1) license.
3. The term “Registered User” means the person registered in the Software as the user to use the Software. Except for the purpose of outsourcing the operations and management of the Software, the Customer may only register its members as Registered Users (members of subsidiaries or affiliated companies of the Customer in which the capital participation ratio by the Customer is in excess of 50% may be included as Registered Users) to the Software.

Article 2 (Application Method)

1. A party that desires to use the Services shall apply for the use of the Services by submitting the application form to NCS, after filling out the required matters on such application form and accepting the terms of this Agreement.
2. A party whose application for the use of the Services is accepted by NCS, may use the Services within the scope of the term and number of users registered at the time of application (such contract shall be hereinafter referred to as the “Service Use Agreement”). It shall be noted that, in the following cases, NCS may refuse the application or cancel the acceptance even after the acceptance:
 - (1) When NCS judges that there is a likelihood that the applicant for the Services will neglect the payment obligations under the agreement in relation to the relevant application for the Services;
 - (2) When the applicant for the Services declares a false fact in the application for the Services;
 - (3) When NCS judges that the applicant for the Services is not appropriate to use the Services;
 - (4) In any other case similar to the above items where NCS judges it is inappropriate to execute the Service Use Agreement;
3. The Customer shall cause all persons that will use the Services to observe the contents of this Agreement. In case the Customer violated any terms of this Agreement, NCS may cancel the qualification for use of the Services.

Article 3 (Licensing)

NCS shall grant following rights to the Customer under this Agreement:

- (1) The Customer may use only one (1) Software for one (1) License.
- (2) The Customer may register number of Registered Users within a scope that does not exceed the number of users granted under the License. The Software may be used only by the Registered Users. On condition that Customer purchases additional user licenses for the Software, the Customer may add the additional user newly purchased to the number of Registered Users.
- (3) The number of users granted under one (1) license and other license details may not be split into a multiple thereof.

Article 4 (Service Period)

Service period shall be as follows:

- (1) Service period shall in principle be calculated from the day NCS accepts the application for the Services from the Customer, and until the completion of the period designated by the Customer as the Service period when the Customer makes the application. When the Customer desires to continue receiving the Services, the Customer shall apply for continuation by the method designated by NCS no later than ten (10) days in advance of the expiration date of the Service period. Only when NCS confirms the application shall NCS deem the Customer to have the intent to continue receiving the Services and the Service Use Agreement shall be continued with the content, terms and conditions as of the time of continuation, from the day following the expiration date of the Service period, and the same rule shall apply thereafter. When the Customer fails to make application, or the Customer expresses intention to finish receiving the Services, the Service Use Agreement shall be expired as of the expiration date of the Service period.
- (2) Notwithstanding the provisions of paragraph 1 of this Article, upon judgment by NCS, NCS may provide the Services before the acceptance of the application. In such case, the Customer shall not be obligated to pay the Service fee for the use of the Services before the acceptance of the application, however, the Customer shall be bound by the content of this Agreement for matters other than payment.

Article 5 (Change of Name, etc. and Succession of Status of Customer)

1. When the name, trade name, address or location of the Customer is changed, the Customer shall report such change to NCS, by submitting the documents prescribed by NCS, within thirty (30) days of such change.
2. When there has been succession of status, etc. of the Customer due to merger, split-off or assignment of operations, etc., the Customer shall report to NCS by submitting the documents prescribed by NCS within thirty (30) days of such change.
3. On condition that NCS judged that identicalness and continuity of the Customer's business cannot be recognized, NCS may not permit succession of the Customer's status pursuant to the above paragraph.

Article 6 (Payment of Fees)

1. The Customer shall pay the initial cost and use fees as set forth in the Schedule by the method designated by NCS to NCS or the financial institution designated by NCS.
2. The Customer shall pay the initial cost within ten (10) business days including the first offering day of the Services.
3. If the Customer avoids payment of fees, etc. improperly, the Customer shall be obliged to pay an amount equivalent to three (3) times the avoided amount as an extra charge to NCS.
4. If the Customer delays the payment even after the due date fees, etc. or other obligations (except for delay interest), NCS shall immediately halt the Services.
5. The Customer are required to maintain the configuration of the terminal equipment, etc. required for use of the Services as well as technical standards and technical conditions. The Customer shall perform the relevant configuration and maintenance at its responsibility and expense.

Article 7 (Prohibitions)

1. The Customer shall not conduct the following acts upon using the Services:
 - (1) To assign the right of use or permit or grant any other rights to use the Services to a third party;
 - (2) To reproduce, distribute, lend, transmit to a third party, lease or encumber the Software and the ID, etc. to use the Services;
 - (3) To reproduce or alter the Software;
 - (4) To distribute or transmit (including automatic public transmission, enabling the transmission, etc.), etc. the Software to a third party;
 - (5) To conduct reverse engineering, reverse compiling, reverse assembly or any other attempt to acquire the source code of the Software;
 - (6) To modify, translate, adapt, alter, remodel, or analyze the documentation or programs related to the Services, and to create and distribute derivative services;
 - (7) To use the trademarks or service marks, etc. of NCS;
 - (8) To commit acts that will or might disadvantage or harm NCS and/or a third party;
 - (9) To commit acts against the public morals and order;

- (10) To commit acts that will or might be in violation of the laws and regulations, criminal acts, acts to aid those;
- (11) To commit acts that will or might disturb the operation of the Services and any of the services provided by NCS;
- (12) To commit acts that will or might harm the credibility and dignity, etc. of the Services and any of the services provided by NCS;
- (13) To commit acts in breach of the provisions of this Agreement; or
- (14) To commit any other act judged inappropriate by NCS.

Article 8 (Self-Management and Prohibition of Unauthorized Use of the ID, etc.)

1. The Customer must not disclose or leak any information regarding the License Key to a third party, irrespective of whether intentional or not, and irrespective of whether before or after the end of the Services.
2. All unauthorized use of the License Key in violation of the provisions of this Agreement shall be prohibited.

Article 9 (Change of Specifications)

1. Accompanying changes of specifications (including, but not limited to, releases of succeeding products, name changes, changes of specifications of customer data, etc.), NCS shall transfer the Services to the successor services, change names, and change specifications of customer data.
2. Upon changes of specifications, NCS shall notify the Customer to that effect by the method judged appropriate by NCS, however, NCS need not acquire the approval of the Customer for operation for change of specifications.
3. For the Customer to use the Software as an updated version of a former product version of the Software (hereinafter referred to as the "Former Product Version") or switchover from an alternative product, as a condition, the Customer must properly have acquired the License to the product designated by NCS as an upgrade target product or alternative switchover product of the Software. If the Customer uses the Software as a result of upgrade, License for the Former Product Version shall be automatically extinguished. In such case, the Customer must destroy the Former Product Version; provided that, the Former Product Version may be used

until the conversion of data in the Former Product Version is complete.

Article 10 (Intellectual Property Rights)

1. Copyright, intellectual property rights and any other tangible or intangible property rights to all programs, software, services, procedures, trademarks or trade names, etc. composing the implementation environment of the Services shall belong to NCS or a third party that grants the licenses to NCS, and shall not be assigned to the Customer or licensed to the Customer beyond the extent provided in this Agreement.
2. Intellectual property rights to various contents displayed and used upon access to the Services shall be the property of the provider company of the individual information contents, and protected under the Copyright Act, and other laws and conventions with respect to intellectual property rights.

Article 11 (Halt of Provision)

1. When the Customer falls under any one of the following items, NCS may halt provision of the Services:
 - (1) When the Customer fails to pay the fees for the Services;
 - (2) When it is discovered that the Customer made false representations on the application; or
 - (3) When the Customer violates any of the provisions of this Agreement.
2. The Customer shall be obligated to pay fees to NCS even during a period of service halt pursuant to the preceding paragraph, for the relevant period.

Article 12 (Suspension of Provision)

1. NCS may suspend the provision of the Services or conduct emergency suspension when any of following items is applicable:
 - (1) When it is unavoidable for maintenance of service systems necessary for provision of the Services, maintenance or construction work of telecommunications facilities, or when an unavoidable disruption arises therein;
 - (2) When NCS judged that it is difficult to provide normal services due to a significant load on or disruption of the Service system;
 - (3) When NCS recognizes the possibility that the Customer or third party will suffer

- significant harm due to provision of the Services; or
- (4) When it becomes difficult to provide the Services due to cancellation or suspension of telecommunications services by a telecommunication business operator or foreign telecommunications business entity.
2. When NCS suspends the Services pursuant to the provisions of the items in the preceding paragraph, NCS shall notify the Customer to that effect in advance; provided that this shall not apply to emergencies and unavoidable cases.

Article 13 (Restriction of Use)

1. When an act of God or other emergency situation occurs or might possibly occur and when urgently required for prevention of disaster, rescue, ensuring supply of traffic, communications or electricity, or communications necessary for maintenance of order or any other public interest, NCS may restrict or suspend provision of the Services.
2. When the Customer is subject to measures of suspension or restriction of use of the Services pursuant to the provisions of the preceding paragraph, the Customer shall be exempted from the obligation to pay fees to NCS for the relevant period.

Article 14 (Discontinuation of Service)

NCS may discontinue all provision of the Services under this Agreement at its discretion. When NCS discontinues all provision of the Services, NCS shall notify the Customer to that effect no later than three (3) months in advance of the date of the relevant discontinuation on the website of NCS or by other method provided by NCS.

Article 15 (Cancellation by Customer)

When the Customer desires to cancel the Service Use Agreement, the Service Use Agreement shall be automatically cancelled when the Customer fails to make application for continued use as provided in Article 4, paragraph 1.

Article 16 (Cancellation by NCS)

1. When the Customer whose use of the Services is halted pursuant to the provisions of Article 11 (Halt of Provision) fails to remedy the reason within the period of the relevant halt, NCS

may cancel the Service Use Agreement.

2. When any of the following reasons is applicable to the Customer, NCS may terminate the Service Use Agreement without notice, and NCS may take measures for halt of use of the Services:
 - (1) When filing a petition for bankruptcy, special liquidation, civil rehabilitation, corporate reorganization or corporate arrangement, or being subject to the petition therefor filed by others;
 - (2) When being subject to provisional attachment, provisional disposition, auction or attachment due to delinquency disposition;
 - (3) When being subject to disposition for dishonoring checks, or bank transaction suspension disposition;
 - (4) When having breached even one of the provisions of this Agreement;
 - (5) When having declared a false fact to NCS in the application for use of the Services;
 - (6) In any other case where NCS judges it inappropriate to allow the Customer to continue the use of the Services.

Article 17 (Defect Warranty)

1. NCS warrants that, subject to acquisition by the Customer of a valid License by a proper route for acquisition, when the Software is used under the operating system, hardware composition and network environment, and other environment for use of the Software recommended by NCS, the Software will function in material respects as per the manuals, except for in the following cases. Provided that, if a defect, malfunction, or inconsistency with the functionalities stated in the manuals for the Software falls under any of the following items, it shall not be covered by the warranty.
 - (1) When arising out of an update program (however, update programs applied to the Software shall be treated as a single unit with the Software) of the Software, test version, evaluation copy or advance provision version (this means “βVersion” “RC version” “motion check version” or any other version, irrespective of the name, provided by NCS before a regular release of the Software);
 - (2) When arising out of operating system, hardware composition, network environment and any other use environment of the Software;

- (3) When arising out of modification of the Software by the Customer for use thereby; or
 - (4) When arising out of use in violation of the methods prescribed in this Agreement.
2. Warranty requests under the preceding paragraph shall be made within sixty (60) days of the day when the Customer obtains the License Key to the Software (however, if the shortest period allowed under the law is over sixty (60) days, within the relevant shortest period), with a document attached certifying the fact that the Customer purchased License of the Software and the date of obtaining the License Key.
 3. The total liability of NCS and its affiliates for requests under the preceding two paragraphs and the solitary method of relief for the Customer shall, at NCS's own discretion, be replacement or repair of the Software, or refund of the price of the Software after the cancellation of the Service Use Agreement. Replacement or repair of the Software shall include provision of the update program to the Software or provision of an upgrade version of the Software, and if NCS provides the relevant update program or upgrade version, irrespective of whether the Customer applies the update program or upgrade version or not, NCS shall be deemed to have fulfilled the obligations provided in this paragraph.

Article 18 (Limitation of Liability)

1. The Customer shall acknowledge and agree that the Customer alone assumes all of the risk relevant to the use of the Services.
2. NCS shall make no warranty with respect to the details of the Services and information, etc. that the Customer will acquire through the Services as to completeness, accuracy, certainty, and usefulness thereof.
3. NCS shall, unless there is a willful act or gross negligence by NCS, assume no liability for loss of sales value, suspension of business operations, damage due to breakdown of computer, or any and all direct, indirect, special, incidental or consecutive losses or damage, including any other commercial damage or loss incurred by the Customer or other third parties due to the use or non-use of the Services and other services via the Services. Furthermore, NCS shall assume no liability for any claim by third parties. No oral or written information or advice by NCS will make any new warranty or expand the scope of the individual provisions of this Agreement in any sense.
4. NCS shall assume no liability for the case where a third party causes harm to the Customer or

a third party due to unauthorized use of the Services by a method such as unauthorized use of login, etc.

5. When NCS judges that it cannot perform its responsibilities due to force majeure such as network disorder including Internet or act of God, etc., NCS may halt or suspend the provision of the Services. In such instance, NCS shall be exempted from liability for any and all obligations due to the relevant default of obligations.
6. Even in the case where provision of the Services becomes impossible pursuant to Article 12 (Halt of Provision) and Article 13 (Restriction of Use) of this Agreement, NCS shall not refund whatsoever service fees the Customer have already paid.
7. Even in the case where the Customer causes damage to a third party through the use of the Services, including other Customers, the Customer shall solve the matter at its responsibility and shall cause no nuisance to NCS.
8. NCS shall assume no responsibility for Customer's data, etc. stored in the system of NCS.
9. When NCS assumes the obligation of damage compensation under the provisions of this Agreement or under the laws and regulations, etc., except for in the cases where there is willful intent or gross negligence by NCS, the maximum amount of compensation shall be the amount of the use fee that the Customer has paid NCS (limited to the amount paid in the previous one (1) year).

Article 19 (Amendment of this Agreement)

NCS may amend the content of the provisions in this Agreement, and the use fee of the Services and other conditions for provision conditions of the Services after amendment of the provisions of this Agreement, shall be subject to provisions of this Agreement after amendment. In addition, when amending the provisions of this Agreement, NCS shall disclose the amended Agreement on the website of NCS and by other methods provided by NCS. NCS shall notify of the details of the relevant change in the Services on and after the time of the relevant disclosure, however, irrespective of whether the Customer has confirmed, the latest Agreement shall be applicable.

Article 20 (Governing Law and Miscellaneous Rules)

This Agreement and the Service Use Agreement shall be governed by the laws of Japan. When any dispute arises in relation to this Agreement or the Service, such dispute shall be settled finally by arbitration in Tokyo, in accordance with the commercial arbitration rules of the Japan Commercial

Arbitration Association.

Article 21 (Date of Effectuation)

This Agreement shall come into effect as of June 6, 2016.