

This DAJ End User License Agreement (the “Agreement”) is a legally-binding agreement between _____ having its principal business located at _____ (“Licensee” , “User”) and Digital Arts Inc. (“DAJ”), a Japanese corporation having offices located at Otemachi First Square, West tower 14F, 1-5-1,Otemachi, Chiyoda-ku, Tokyo, Japan, regarding certain DAJ software or other products as defined as the “Product” herein below. This Agreement supersedes any agreement activated by or in force as a result of the installation or operation of the Product by the Licensee.

1. Definitions

- 1.1. “Authorized Domain User” shall mean any individual end user accessing Product or any portion thereof that: (i) has an email address containing the full or partial domain name of the IT network system of Licensee; (ii) has an email address containing the full or partial domain name of the IT network system of an entity other than Licensee, but such domain access has been approved in writing by DAJ; (iii) utilizes a certain string of characters in a registered account of the IT network system as designated by DAJ; or (iv) has received access to a Product (in part or in whole) through authentication and/or authorization mechanisms provided by DAJ.
- 1.2. “Client”, “Client-side Components” shall mean the Product components that operate on each Authorized Domain User’s local computer equipment and communicates with the Server-side Components.
- 1.3. “Documentation” shall mean any written Product reference material published by DAJ.
- 1.4. “Evaluation License” shall mean the right to use any Product(s) subject to the limitations set forth in Section 2.3 herein.
- 1.5. “Evaluation Licensee” shall mean any entity or individual that has been granted an Evaluation License.
- 1.6. “Intellectual Property Rights” shall mean all intellectual property rights, including but not limited to patent, copyright, trademark, and trade secret.
- 1.7. “Licensee”, “User” shall mean the legal entity installing, accessing and operating any of the Product(s) in compliance with the terms hereof. Whenever the context so requires Licensee or User also means an Authorized Domain User, Evaluation Licensee or Limited Product Licensee.
- 1.8. “License Key” shall mean a control mechanism by which Licensee is allowed to operate the Product.
- 1.9. “License Term” shall mean the length of time, as stated on an DAJ accepted Purchase Order, during which Licensee may install and operate the Product in accordance with the terms hereof.
- 1.10. “Limited Product” shall mean any Product containing Client-side Components, where file-based security management functionality is limited including, but not be limited to, the “*Browser View Only*” Product.
- 1.11. “Limited Product Licensee” shall mean a Licensee that has been granted the right to use a Limited Product that (i) is not otherwise an Authorized Domain User, and (ii) has not been required to provide payment.
- 1.12. “Maintenance” shall mean modifications, improvements, Defect fixes, updates and upgrades to the Product made available in DAJ’s ordinary course of business.
- 1.13. “Model” shall mean specific Product performance and functional capabilities, including file data encryption, file security policy setting and other information rights management, as stated in the specifications (those per SKU if applicable) relevant to each specific Product which are subject to change for Maintenance purposes.
- 1.14. “Personal Data” shall mean information collectively or on a standalone basis can be used to identify an individual such as name, e-mail address of an individual and/or other information about an individual including, but not be limited to, computer, network and

DAJ Product parameters, and files relevant for Product licensing or operation as permitted by an individual of Licensee.

- 1.15. "Product" shall mean FinalCode Ver.6 (including both SaaS version and on-premise version) and other proprietary computer software of DAJ, including, but not limited to, both Client-side Components and Server-side Components, in binary form, provided to Licensee by DAJ and any related application services, including ASP Services (as applicable). Moreover, optional services and software will also be included.
- 1.16. "Purchase Order" shall mean the terms, including Product, Product/Model SKUs, License Term, Maintenance and respective fees, of the Purchase of the Product by Licensee.
- 1.17. "Purchase" or similar terms shall mean an obligation of payment by Licensee according to a Purchase Order.
- 1.18. "Server" or "Server-side Components" shall mean the Product components that operate to communicate and provide functions to the Client-side Components.
- 1.19. "Software-as-a-Service", "SaaS" or "ASP Service" shall mean the cloud-based application service offered in connection with any Product(s), as assisted by the Server-side Components, which is provided and/or operated by DAJ or DAJ designated and/or authorized service provider.
- 1.20. "Support" shall mean reasonable technical support performed by DAJ or its designated authorized agent as further described on the DAJ website <https://www.daj.jp/support/> or Product/Model SKU.

2. License Grant, Use, Evaluation, Restrictions, Ownership, Encrypted Files, Suspension and Switching.

- 2.1. **Limited License.** Subject to Licensee's compliance with all terms contained within this Agreement, DAJ grants Licensee a non-exclusive, nontransferable, fee-bearing license (without the right to sublicense) to: (a) operate the Product or Limited Product in accordance with the Documentation; and (b) copy (subject to the limitations on ASP Services, below) the Product or Limited Product and respective Documentation for archival or backup purposes. Nothing in this limited license permits Licensee or Limited Product User to modify or remove any titles and trademarks, copyright, and restricted rights notices within the Product or Limited Product and its Documentation. If Licensee's Purchase includes access to the ASP Service, DAJ hereby grants Licensee the right to access and use the Client-side Component of the Product during the Term. Licensee will be able to access and use the Server-side Component functionality made available by the ASP Service, which components will be hosted through Equipment supplied and managed by DAJ or by a DAJ designated and/or authorized entity. Licensee is not permitted to obtain, install, host, operate or copy the Server-side Component in connection with its use of the ASP Services.
- 2.2. **License Usage.** The foregoing license is limited to installation (where applicable) and use of the Product on a computer, workstation, server, or other electronic equipment that satisfies compatibility to specifications stated in the Documentation or otherwise clearly specified by DAJ (hereinafter, such equipment is referred to as "Equipment"). Licenses to Client-side Components are limited to one license per Authorized Domain User (mailing lists are ineligible for a license). If the number of Authorized Domain Users that operate the Product exceeds the number of licenses that have been duly granted by DAJ to Licensee according to the Purchase Order, (excluding Evaluation Licensees or Limited Product Licensees that are not Authorized Domain Users), Licensee will Purchase additional licenses subject to the terms herein. Licensee will supply, host and manage its own Equipment to operate the Server-side Components of the Product, unless Licensee has Purchased or is evaluating the Product as a part of an ASP Service. If the number of Licensee server Equipment exceeds the number of licenses that have been duly granted by DAJ to Licensee to operate the Server-side Components, Licensee will purchase additional licenses in

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accordance with the relevant herein or as stated in the Purchase Order. If the Product is updated or upgraded from a previous version, Licensee has the option to use either the current version of the Product or the prior version, but not both versions at the same time. In any event, no license or right is hereunder granted to any person who unitizes a certain account (as designated by DAJ) which is not a registered account as referred to in Section 1.1.

- 2.3. Evaluation Usage.** An Evaluation Licensee may only use (a) the specific Product/ Model SKU during the License Term (as stated on the DAJ accepted Purchase Order); (b) according to the license set forth in Sections 2.1 and 2.2, (c) solely for evaluation purposes on non-production Equipment hosted and managed by Licensee; and (d) under the condition that the results of the evaluation remain Confidential Information as defined in Section 11, unless DAJ has provided written permission to Licensee to disclose such information to a designated third-party. Products licensed pursuant to an Evaluation License do not receive support or maintenance, are provided "as is" without warranty of any kind, and may be subject to additional terms as further described in the Purchase Order. DAJ will have no liability for any harm or damage arising out of or in connection with any Evaluation License.
- 2.4. Restrictions.** Licensee shall not, directly or indirectly, copy or use the Product or Documentation or disseminate Confidential Information, as defined below, to any third party except as expressly permitted in this Agreement. Licensee will not, and will not permit any third party to gain unauthorized access to, sublicense, rent, modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Product or accompanying Documentation. Licensee shall not use the Product in any way that is inconsistent with this Agreement or any applicable laws, rules or regulations, including infringing, misappropriating, or violating any third-party Intellectual Property Rights, privacy or publicity rights, or other rights, or engaging in any other unlawful activities. Unless expressly permitted by DAJ in writing, in no event shall Licensee use or make any of Authorized Domain Users use the Product for Licensee's product development or any other commercial purpose, including but not limited to use as a 'service bureau' basis, as a provider of value added services or on behalf of any third party.
- 2.5. Ownership.** DAJ shall own and retain all right, title and interest in and to the Intellectual Property Rights in the Product and any derivative works thereof, subject only to the limited license expressly stated in Section 2.1 hereof. Licensee does not acquire any other rights, express or implied, in the Products. All rights not expressly granted hereunder are reserved to DAJ. DAJ further represents and warrants that it has: (a) valid title to the Product(s) and Documentation; (b) the right to license the Product(s) and Documentation; (c) no prior knowledge that its Product or ASP Service contains backdoors, worms, malicious code, time bombs or similar destructive elements.
- 2.6. Encrypted Files.** Licensee understands and agrees that files to be processed for encryption by the Product ("Encrypted Files") may be (a) manually encrypted and converted into secured files by using the Product or (b) automatically encrypted and converted into secured files when an Authorized Domain User creates and saves a file on the user's local computer equipment or downloads a file from Licensee's IT network system. Licensee also understands and agrees that this automatic encrypting function is one of the features of the Product and is called the "Transparent Data Secure" function.
- 2.7. Suspension.** Licensee agrees and accepts that, in one or more of the following situations, DAJ may suspend its provision of services related to the Product without notice to Licensee in advance, and that Licensee will be unable to use (including open, edit and decrypt) Encrypted Files and the management screens during the period of such suspension. Licensee shall be aware of this when it uses the Product; (a) When conducting regular or

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emergency maintenance, inspection, construction, etc. on the Server or services related to the Product, (b) when it becomes impossible to provide services related to the Product for any reason such as natural disasters (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods and radioactivity), civil unrest war, hostilities, threats or acts of terrorism and government instability or actions, failure of suppliers such as Amazon Web Service including a carrier ceasing to deliver or offer telecommunications services to DAJ, or any other cause that could not be anticipated and/or is beyond DAJ's control ("Force Majeure"), (c) when there are unexpected technical problems; and (d) when DAJ determines that it is necessary to suspend services related to the Product for other reasons such as operational or technical difficulties.

2.8. Switching. Licensee understands and agrees that when Licensee switches the Product from the SaaS version to the on-premises version, or from the on-premises version to the SaaS version, any Encrypted Files encrypted and converted into secured files under the previous version will not be available for use (including open, edit and decryption) after the switch.

3. Purchase Fees and Payment Terms

3.1. Purchase Fees. Licensee agrees to pay Product Purchase price, licensing fees and any applicable charges including sales, use, excise or other taxes as stated in the Purchase Order, which shall reference Purchased Model(s) and Model SKU(s), submitted by a duly authorized representative of Licensee and as accepted by DAJ or any of DAJ designated and/or authorized entities ("Fee"). The Fees do not include any sales, use, excise or other taxes, which taxes shall be paid by Licensee, excepting only taxes based on the net income of DAJ. There is no Purchase for Limited Product Licensee.

3.2. Payment. Licensee will pay the Fees in advance in US dollars, unless otherwise agreed in writing by DAJ or any of DAJ designated and/or authorized entities from whom Licensee is purchasing the applicable license. Licensee will remit all payments in a manner reasonably specified or approved by DAJ or such DAJ designated and/or authorized entities, and Licensee will ensure that DAJ or such DAJ-authorized entity has Licensee's current, accurate and complete payment information as needed to process any payments and for DAJ to grant licenses due hereunder. Any late payment charges will be stated in the Purchase Order.

3.3. Payment Information. DAJ collects information about Licensees, its authorized entities (if any), and individual users of any of the Products, ASP Services and/or License Keys. This information may include Licensee name, location and contact information, the contact details of individuals authorized to use and manage DAJ's Products under Licensee's account. If information is not provided, DAJ may not be able to answer inquiries and requests, to process orders, verify payment, activate licenses, or deliver Product, Support and Maintenance.

3.4. Additional Purchases. If Licensee Purchases additional Product while the License Term is in progress, DAJ will prorate the Fees and duration of such additional licenses based on the remaining portion of the License Term as set forth in model/SKU as reflected in any related Purchase Order.

3.5. Renewal Purchases. The Term of this Agreement shall be as set forth in model/SKU as reflected in any related Purchase Order. Upon expiration of such term, the Term will automatically renew for successive periods of one (1) year, unless and until either party notifies the other in writing of its intent not to renew at least thirty (30) days before the end of the then-current Term. Renewal will be subject to DAJ's then-current published rates or as otherwise mutually agreed to by the parties in a renewal Purchase Order.

3.6. Unauthorized Users. Licensee is responsible for all relevant license, support and maintenance fees associated with any use of the Product, ASP Service or License Key under

that Licensee's account or license, whether or not such use is authorized, except that of Limited Product Licensee.

4. Shipment, License Key

- 4.1. Shipment.** Shipment of the Product and License Key to Licensee are made by electronic means and are Ex Works DAJ's facility at the address first set forth herein or at such other address as designated by DAJ, and title (except for any software) and risk of loss shall pass to Licensee at the Ex Works point. Licensee shall provide accurate entity, contact and shipping information, and in the absence of such shipping instructions, DAJ will ship the Product and respective License Keys by the method it deems most advantageous. Client-side Components, including Limited Product, may be delivered to Licensee from the Server-side Component, DAJ or any of DAJ designated and/or authorized entities to distribute a Client-Side Component.
- 4.2. License Key.** Licensee will receive a license certificate which provides licensed Product information as well as a License Key from DAJ or any of DAJ designated and/or authorized entities. The License Key will restrict the term and use of the Product, which may be Client-side Components or Server-side Components, stated in the Purchase Order. Licensee is not permitted to change the name of a License Key holder, or, sell, transfer, pledge or otherwise dispose of any License Key to any third party.

5. Audit and Security Interest.

- 5.1. Audit.** DAJ reserves the right to periodically audit Licensee's use of the Product, the ASP Service, the respective Equipment, or the License Key, no more than twice in any twelve (12) month period upon at least fifteen (15) days prior written notice by DAJ to Licensee to confirm Licensee's compliance with the terms herein. Licensee shall make available to DAJ or any of DAJ designated and/or assigned entities any requested records pertaining to Licensee's or any Users' use of the foregoing. Further, DAJ may elect to conduct audits by ways of visiting Licensee facility(ies) and/or accessing Licensee relevant Equipment during Licensee's standard business operating hours. The cost of any requested audit will be solely borne by DAJ, unless such audit discloses (a) underpayment in excess of one percent (1%) of any current Purchase Order; or (b) Licensee is determined to be substantially noncompliant with the terms of this Agreement, in which case, Licensee shall pay all costs related to the audit, payable immediately, together with any applicable late payment charges.
- 5.2. Record.** Licensee shall keep reasonable records sufficient for DAJ or any of DAJ designated and/or authorized entities to conduct the audits as stated in Section 5.1 including, but not limited to, inventory, Purchase(s), relevant financial statements, and tax returns relating to the Product, any Equipment used in connection therewith, or the License Key during the term hereof and for three (3) years thereafter.

6. Limited Warranty

- 6.1. Warranty.** DAJ warrants to Licensee that, for a period of thirty (30) days from the date of shipment of the Product, the Product will perform, under normal use, substantially in accordance with DAJ's specifications as stated in Documentation which relates to and may accompany the Product. Licensee is required to submit a report in writing to DAJ within seven (7) days of discovery of any failure of operation or performance anomaly in the Product which shall be defined as "Defect". This warranty coverage may, at the discretion of DAJ, require evaluation by DAJ technical support team of any Product Defect as reported by Licensee. The foregoing warranty shall not apply to any Product that: (a) has been modified or altered in part or in whole other than by DAJ; (b) has been subject to abuse, misuse, accident or neglect; or (c) has been used in violation hereof.

- 6.2. Exclusive Remedy.** The sole and exclusive remedy of Licensee under this warranty, which is subject to Licensee's supplying DAJ with a written Defect information that can be substantiated by DAJ technical support team and in full compliance with DAJ instruction(s) issued or otherwise provided by DAJ from time to time, will be for DAJ to use commercially reasonable efforts to repair the Defect covered by this warranty within a reasonable period of time in accordance with DAJ's then-current technical support terms as published and updated from time to time on the DAJ website. In any event, DAJ shall not accept returns or give refunds.
- 6.3. Disclaimer.** EXCEPT FOR THE ABOVE EXPRESSED LIMITED WARRANTIES, DAJ MAKES AND LICENSEE RECEIVES NO WARRANTIES ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION HEREOF OR COMMUNICATION WITH LICENSEE, AND DAJ DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. DAJ does not warrant that the use or operation of the Products will be uninterrupted or error free. In the event that any Defects or other failures occur to the Product or the ASP Service due to Licensee's violation of the restrictions of use above or the other obligations imposed on Licensee elsewhere herein, DAJ will not offer or owe any warranties and will not bear any responsibilities or liabilities whatsoever.
- 6.4. Restriction.** DAJ will not bear any responsibilities or liabilities for any damage arising out of, or related to, use of the Product, the ASP Service, the respective Equipment for which the Product has been installed, or the License Key by any entity other than Licensee. DAJ will have no responsibilities or liabilities for the Licensee not being able to use (including open, edit and decrypt) any Encrypted Files and the management screens (i) during the period of suspension of services related to the Product, (ii) after the expiration or termination hereof, and (iii) during the period of use of the Product by Licensee. Licensee and Authorized Domain Users are responsible for decrypting the Encrypted Files, setting appropriate coverage for Transparent Data Secure, and storing a backup of the original files if necessary.
- 6.5. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS IN ADVANCE INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND, IN NO EVENT SHALL DAJ AGGREGATE LIABILITY ARISING UNDER ANY PROVISION HEREOF REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT PAID TO DAJ PURSUANT TO THIS AGREEMENT DURING THE HALF YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 7. Indemnification.** DAJ IS NOT OBLIGATED TO INDEMNIFY LICENSEE and ANY INDIVIDUAL AND LEGAL ENTITIES ASSOCIATED WITH LICENSEE FOR ANY CLAIM OR ACTION, INCLUDING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS OR ACTIONS. Licensee and Authorized Domain User agrees to indemnify, defend and hold harmless DAJ or any of its agents (if any), its affiliates, or designated and/or authorized entities, any successor or any permitted assign of DAJ, any legal entity providing and/or selling any of the Products, clients (including, but not limited to end users) of DAJ or its affiliates, or any other similar or fellow licensees from and against any and all claims, demands, obligations, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Licensee and the foregoing associated individual or legal entity's use of the Product; (b) any activities or actions by Licensee or the foregoing associated individual or legal entity that violate this Agreement or any third party rights (including, but not limited to, any copyright or proprietary rights, or any third party terms of service, privacy policies, licenses or agreements); or (c) any Licensee or the foregoing associated individual or legal entity, or any content created, transmitted, viewed,

encrypted, decrypted, published, or disseminated by Licensee or the foregoing associated individual or legal entity through or in conjunction the Product.

- 8. Support and Maintenance Terms and Restrictions.** All Product Support and Maintenance will be provided by DAJ, or any of DAJ designated and/or authorized entities, as stated in the Purchase Order.
 - 8.1. Support and Maintenance.** Support and Maintenance terms do not apply to Evaluation Licensees. DAJ may conduct regularly scheduled and/or on-demand Product and hosted-infrastructure improvements, updates, upgrades as solely determined by DAJ to operate the ASP Service (“ASP Service Maintenance”). Licensee may receive notice on ASP Service Maintenance, and outages on the ASP Service managed by DAJ or by any of DAJ designated and/or authorized entities. Product functionalities and design enhancements in the form of Maintenance are subject to change and the sole discretion of DAJ. Product maintenance, and respective updates to any of the Documentation and notifications thereon will be provided to the Licensee as DAJ makes each of those generally available to its other similar or fellow Licensees. Licensee will use reasonable efforts to promptly install all Product improvements and updates as provided by DAJ or any of DAJ designated and/or authorized entities.
 - 8.2. Restrictions.** DAJ Support and Maintenance obligations are based upon Licensee providing information and cooperation as reasonably required by DAJ in order to facilitate the provision of such Support and Maintenance. DAJ is under no obligation to provide the Support and Maintenance to Limited Product Licensee or Evaluation Licensee. DAJ may cease to offer the Support and Maintenance one year after the date of a subsequent upgrade version of the Product.
 - 8.3.** If a problem occurs with the Product in the Licensee’s environment, the Support provided by DAJ will be in the following stages. If the problem is solved in (i), DAJ will not support (ii). In addition, DAJ will not provide any support for defects related to the Product other than those specified here. Also, for software product customized for specific Licensee, DAJ shall not provide any support, including verification of operation and application of necessary fixes in the Licensee’s environment. However, this does not apply to Licensee with separate support contract. (i) If there is a workaround available, provide it. (ii) If the failure occurs due to an unsupported event in the latest version, in principle, the fix will be released in the next version upgrade. However, for those Licensee who have tried the solution in (i), but have not been able to resolve it, at our discretion, DAJ will provide the patch based on the latest version. If the problem is not resolved even after applying, then the patch may be provided based on the version used by the Licensee, at our discretion. The decision on whether to provide the patch is solely left to DAJ, and DAJ is not obliged to provide the patch. In addition, the Licensee who has received the patch from DAJ shall acknowledge that applying a patch is only an emergency measure, and if DAJ subsequently provide minor version upgrade or revision upgrade, the Licensee must update to the latest version.
 - 8.4.** Licensee or Authorized Domain User's various information (access logs, system logs, configuration files, etc.) that DAJ deem necessary to provide Support and Maintenance, shall be provided by Licensee immediately upon DAJ’s request.
 - 8.5.** Notwithstanding the provisions of the Agreement, DAJ shall have no obligation to provide Support and Maintenance to Licensee who do not update to the latest version or Licensee who do not provide the mentioned in preceding paragraph.
 - 8.6.** DAJ shall endeavor to resolve any issues that may arise by providing Support and Maintenance, but does not guarantee to resolve the issues completely.
- 9. Open Source Software.** The Product may include software programs or software codes that are licensed under an open-source software (“OSS”) license model. OSS programs and codes are

subject to the terms and obligations of the applicable OSS license (which will supersede this Agreement to the extent of any conflict, but only as to the programs or codes covered by such OSS license), and are SPECIFICALLY EXCLUDED FROM THE COVERAGE OF ALL WARRANTIES, OR THE SUPPORT OR MAINTENANCE STATED ELSEWHERE HEREIN. Licensee may request and DAJ will furnish a list of the then-current OSS used in the Product, PROVIDED, HOWEVER, THAT DAJ MAKES AND LICENSEE RECEIVES NO WARRANTIES ON EXHAUSTIVENESS, ACCURACY OR COMPLETENES OF SUCH LIST, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION HEREOF OR COMMUNICATION WITH LICENSEE.

10. Product Improvements. DAJ reserves the right to make substitutions, modifications and improvements to the Product at any time. Any information, ideas, concepts, feedback, suggestions, opinions and know-how provided by Licensee to DAJ in any manner concerning any aspect of the Product (“Suggestions”) will be the exclusive property of DAJ. Licensee agrees to assign, and hereby does assign to DAJ, all right, title and interest worldwide in the Suggestions, and accordingly agrees not to and ensure any third party not to assert any owned or controlled Intellectual Property Rights (including moral rights) relevant to the Suggestions to DAJ, any of its agents (if any), its affiliates, or designated and/or authorized entities, any successor or any permitted assign of DAJ, any individual or legal entity providing and/or selling any of the Products, clients (including, but not limited to, end users) of DAJ or its affiliates, or any other similar or fellow licensees.

11. Proprietary Rights

11.1. Confidential Information. “Confidential Information” consists of (a) any information designated as confidential by DAJ, (b) the Product, any documentation including, but not limited to, the Documentation, and any trade secrets related to the foregoing; and (c) any information relating to DAJ’s business, product plans, product designs, product costs, product prices, product names, finances, business plans and opportunities, personnel, research, development or know-how. Unless expressly authorized by DAJ in writing, Licensee will not directly or indirectly disclose or enable such disclosure to any individual or legal entity or use any Confidential Information of DAJ, and shall use all reasonable efforts to protect the confidentiality of such information.

11.2. Exceptions. The foregoing restrictions will not apply to information that (a) is known to Licensee at the time of disclosure to Licensee, (b) has become publicly known through no wrongful act of Licensee, (c) has been rightfully received from a third party authorized to make such disclosure without restriction, and (d) has been approved for release by written authorization of DAJ.

11.3. Remedies. Any breach of the restrictions contained in this Section 11 is a breach hereof, which will cause irreparable harm to DAJ entitling DAJ to injunctive relief in addition to all legal remedies.

11.4. Exclusion. Any other agreement that is in force between Licensee and DAJ with regard to the definition, disclosure, use and protection of Confidential Information shall be replaced this Section 11.

12. Personal Data of User

12.1. Collection and Use of Personal Data. DAJ obtains the Personal Data (such as names and email addresses) of the Licensee, the Licensee’s employees and contractors as well as Users, in connection with the Licensee’s performance of its obligation set forth in this Agreement, and/or their use of the Product. DAJ’s collection and use of the Personal Data is conducted only to the extent necessary to properly perform the Product and ASP Service, as well as the Support and Maintenance of Licensee and Users, as further stated in our

Privacy Policy available at the website (<https://www.finalcode.com/en/company/privacy-policy/>). The Licensee shall ensure that its employees and contractors and Users acknowledge the contents of this Section 12.1.

- 12.2. Consent to Use Personal Data.** Licensee consents and agrees to, and represents that its employees and contractors as well as Users have consented and agreed to, the collection, processing, storage, and use by DAJ (including any DAJ designated entities acting on behalf of DAJ) of the Personal Data in any country or area to properly perform the Product and ASP Service. Licensee shall comply with all applicable laws and regulations in relation to Personal Data (including but not limited to, the General Data Protection Regulation (GDPR)) and duly obtain all necessary consents and permissions as necessary for the Licensee and Users to use the Product.
- 12.3. Obtaining Consent to Use Personal Data.** Licensee represents and warrants to DAJ that (i) it has owns and controls all of the rights to any data provided by Licensee in connection with use of the Product, including all necessary consent from end users to transfer or upload such data to the Product (including but not limited to the consents stated in Section 12.2 regarding Personal Data); and (ii) the use of such data does not violate this Agreement and will not violate any applicable privacy laws or rights or cause injury to any person or entity.
- 12.4. Liability.** DAJ or any of DAJ designated and/or authorized entities will not provide any compensation whatsoever for any disputes or legal actions from or between Licensee any of the foregoing users or beneficiaries of the Product that arise from collection, processing, storage and use (provided such use is in accordance with the terms of this Agreement) of the Personal Data, with or without the consent of any of them. Licensee shall solely handle any Personal Data usage disputes under its own responsibility and at its own costs, without imposing any responsibilities on, or otherwise involving DAJ or any of DAJ designated and/or authorized entities. Further, in the event of a dispute or legal action between DAJ and any of the foregoing users or beneficiaries of the Product that arises from the use of the Personal Data by DAJ or any of DAJ designated and/or authorized entities, Licensee shall cooperate with DAJ as reasonably requested by DAJ in order to resolve the dispute or legal action.
- 12.5. Disclosure.** DAJ does not share our Licensee or User's Personal Data to unaffiliated third parties for their own direct marketing purposes. DAJ shall respond appropriately to requests for Personal Data disclosure, correction, and usage suspension from Licensees and Users themselves, as follows: (a) when requested by a Licensee any of the foregoing users or beneficiaries of the Product to disclose the directly related Personal Data in DAJ possession, DAJ shall disclose said Personal Data, except as set forth in the law if there is a possibility that this would impede the proper execution of DAJ business; (b) If the Personal Data stored by DAJ is incorrect, DAJ shall use reasonable commercial efforts to correct, add to, or delete said Personal Data content in response to individual requests to the extent necessary to achieve the Purpose of Use. However, by performing such corrections, it may affect DAJ's ability to deliver Products and/or services, and (c) If the stored Personal Data is handled in violation of the purpose of use, or it has been obtained by fraudulent means, or it has been provided to a third party in violation of the law, DAJ shall, upon request from a Licensee or any of the foregoing users or beneficiaries of the Product, suspend use of or delete said held Personal Data to the extent necessary to correct the violation, or stop providing it to third parties. However, if stopping use of said Personal Data is difficult, some alternative measure for protecting the rights and interests of Licensee or any of the foregoing users or beneficiaries of the Product may be taken instead. For all inquiries about Personal Data, Licensee or any of the foregoing users or beneficiaries of the Product should send an e-mail to privacy@daj.co.jp with the subject header "MyInfo". Please see our Privacy Policy as stated above, for more information.

- 13. Term and Termination.** The term hereof shall be the same as the License Term as stated in the Purchase Order, unless terminated earlier in accordance with this Section 13.
- 13.1. Termination by DAJ.** In the event that Licensee violates the terms and conditions hereof and Licensee fails to correct the violation after thirty (30) days following a written notice of violation by DAJ, DAJ at its discretion has the right to terminate this Agreement in whole or in part or cease to provide the Support and Maintenance in whole or in part. Further, in the event of Licensee's material breach hereof, DAJ at its discretion has the right to immediately terminate this Agreement in whole or in part or cease to provide the Support and Maintenance in whole or in part without requiring any written notice. DAJ may terminate this Agreement with Evaluation Licensee or Limited Product Licensee in whole or in part at any time without any advance notice to them. In the event that DAJ ceases part or all of the DAJ business relevant to the Product(s), or the other products or services provided hereunder for any reason or DAJ decides to cease to provide the Product(s) or the other products or services provided hereunder, DAJ may terminate this Agreement in whole or in part with thirty (30) day's prior notice to Licensee.
- 13.2. Termination by Licensee.** Licensee may terminate this Agreement at any upon at least thirty (30) days written notice prior to the end of the then-current term, subject to Section 13.3.
- 13.3. Effect of Termination.** Upon expiration or termination hereof, all licenses granted to Licensee shall automatically terminate, and within thirty (30) days after such termination hereof, Licensee: (a) shall cease to operate the Product, (b) shall, in accordance with the DAJ instruction(s), destroy or return to DAJ all copies of the Product, License Key and Documentation and provide written certificate of such destruction or no existence of the remaining Confidential Information of DAJ executed by a duly authorized representative of Licensee, and (c) will be unable to use (including open, edit and decrypt) any Encrypted Files and the management screens. The fees are not refundable. In addition, expiration or termination hereof for Licensee, Evaluation Licensee and Limited Product Licensee of the ASP Service will result in the deletion of Licensee, Evaluation Licensee and Limited Product Licensee data stored on the Server-side Component Equipment relevant to the ASP Service, at the discretion of DAJ.
- 13.4. Survival.** The provisions of Sections 1, 2.5, 5.2, 6, 7, 10, 11, 12.4, 13.3, 13.4 and 14 and all payment obligations hereunder will survive expiration or termination hereof; all other rights and obligations of the parties shall cease upon termination hereof.
- 14. General Provisions.**
- 14.1. General.** The parties hereto confirm that it is their wish that this Agreement has been and shall be written in the English language only. Even in the case where DAJ makes any translation hereof, it shall be for convenience of reference purpose only, and only the English original and no such translation shall have the legal effect. Each of the individuals agreeing to this Agreement represents and warrants that such individual is duly authorized to bind and does so bind the party on behalf of which such individual is executing this Agreement and such party adequate legal capacity to enter this Agreement.
- 14.2. Amendment.** DAJ may, from time to time, amend this Agreement without prior notice to Licensee, and so- revised Agreement shall be effective from the time it is posted on a DAJ website or the time when Licensee is otherwise notified of it. In the event that Licensee uses the Product, it shall be deemed that Licensee agrees to all the contents of the revised Agreement.
- 14.3. Force Majeure.** Neither party shall not be considered in breach hereof or liable for any loss, damage or penalty due to delays or failures in performance hereof, except for

payment obligations, resulting from Force Majeure. The Party that is prevented from carrying out its obligations hereunder shall give a notice to the other party of an event of Force Majeure upon it being foreseen by or known by that prevented party.

14.4. Governing Law and Jurisdiction. Licensee agrees to comply with all applicable laws, rules and regulations in relation to its use of the Product, and Licensee is solely responsible for staying apprised of the applicable legal requirements in the jurisdiction(s) where Licensee is located or operating or otherwise using the Product. DAJ makes no representations that the Product is appropriate for use in Licensee's particular jurisdiction or location. The rights and obligations of the parties under this Agreement shall be governed by and construed under the law of Japan without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance. The prevailing party will be entitled to recover from the other party any reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcement of any judgment or order obtained.

14.5. U.S. Government Restricted Rights. For U.S. Government procurements, the Product and Documentation are deemed to be commercial computer software and commercial computer software documentation as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation," as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Product and Documentation by the U.S. Government shall be solely in accordance with the terms hereof.

14.6. Export Controls. Licensee understands that DAJ is subject to regulations by agencies of the United States Government, including the U.S. Department of Commerce, and foreign governments and agencies (collectively "Agencies"). Licensee warrants that Licensee is not otherwise a denied or prohibited entity for purposes of any (U.S. or foreign) export laws or regulations, nor will Licensee export or transfer, either directly or indirectly, any Products or Documentation without first obtaining any and all necessary export and re-export approvals from respective Agencies as required and without the prior written consent of DAJ. Licensee agrees not to use or transfer the Product or related Documentation specifically for the purpose relating to any nuclear, chemical or biological weapons or missile technology, or the like unless authorized by the United States Government by regulation or specific license. Licensee further understands that DAJ is subject to regulations by respective Agencies, which prohibit export or transfer of certain technical products and information to certain countries and individuals, and as such, Licensee warrants that it will comply in any and all applicable export and transfer laws and regulations. Licensee acknowledges that it is Licensee's responsibility to comply with any and all export and import laws and regulations.

14.7. Execution. This Agreement may be executed in two (2) counterparts, both of which taken together shall constitute one (1) single agreement between the parties. The parties hereto agree that a version of this Agreement transmitted by means of electronic message or electronic record (electronic mail, electronic data interchange, or facsimile), once duly signed by the authorized representatives of each party, shall constitute a binding agreement and shall have the same force and effect as a document bearing original signatures.

14.8. Entire Agreement, etc. No waiver of any rights hereunder shall be effective unless expressly waived to in writing by the relevant waiving party, and no waiver shall apply to

DAJ End User License Agreement

any instance other than that for which it is specifically given. DAJ may, and, Licensee shall not without the prior written consent of DAJ, assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law, merger, acquisition of stock or assets, or otherwise. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assign, and it is not the intention of the parties to confer any third-party beneficiary rights upon any third party, or any other individual or entity. If any portion hereof is held invalid or unenforceable, the parties agree that such invalidity shall not affect the validity of the remaining portions hereof, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision. This Agreement, with any of its other associated documents including, but not limited to, a Purchase Order, constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or statements relating to the subject matter hereof. Without limiting the generality of the foregoing, contrary terms contained within any Purchase Order are explicitly excluded. In the event of a conflict between this Agreement and any of its other associated documents including, but not limited to, a Purchase Order, the terms hereof shall prevail with respect to the subject matter hereof. The descriptive headings contained herein are included for convenience of reference only and shall not affect in any way the meaning or interpretation hereof. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include other genders. Unless otherwise provided herein, a defined term shall include, where appropriate to the context, the noun (singular and plural), verb and adjective forms of the terms.

WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this Agreement as of the latest date set forth by the signatures of the parties below.

LICENSEE

Digital Arts Inc.

Signature, Date

Signature, Date

Printed Name, Title

Printed Name, Title