

## Cybozu Desktop License Agreement

Caution: These terms and conditions shall be applied to any agreement (the Agreement) between Cybozu, Inc. (Cybozu) and any and all companies, organizations and other legal entities (the Customer) who wish to use any Software(the Software) provided by Cybozu.

These terms and conditions shall be legal binding. If you use the Software, you shall be deemed to agree to entered into the Agreement concerning the Software and shall be bound by these terms and conditions.

The Software shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights.

It should be noted that Cybozu does not sell, transfer, or assign any right concerning the Software but licenses the Software to the Customer.

### 1. Scope of Use

Cybozu grants the following rights to the Customer:

(1) Only the register who have been appointed by the Customer as a user to use the Software are permitted to install and use the Software.

The register(s) means a person or persons who are registered as a user or users using the Software or the service provided by Cybozu the Customer may access(the Target software).

However, the Customer conform each user who uses the Software to the Agreement.

### 2. Other Rights and Limitations

(1) The Customer is not allowed to duplicate, distribute, transmit (including to post on a website and/or any other act to have the Software accessible from the public), lease, pledge the Software except for the purpose of the Customer's own use.

In addition, the Customer may not assign, transfer or sublicense the right to use or try out the Software to any third party.

(2) The Customer is not allowed to modify, translate, reverse engineer, reverse compile, reverse assemble or make any software derived from the Software and documents relating to the Software.

In addition, the Customer may not use any part or component of the Software apart from the other parts and components thereof.

### 3. Termination

- (1) In the event of any breach of these terms and conditions by the Customer, Cybozu may terminate the Agreement with immediate effect and without any notification.
- (2) Once the Agreement is terminated, the Customer shall be obliged to completely delete the Software, any components thereof, any documents relating thereto, and any and all reproductions thereof from the computer(s) and cease to use and/or try out the Software.
- (3) In no event shall Cybozu be responsible for any damages and losses incurred by the Customer and/or any third party due to the inaccessibility to the Software, or any part thereof, caused by the termination of the Agreement.

#### 4. LIMITATIONS OF WARRANTY

(1) EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY CONCERNING THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, USE, ACCURACY, TITLE OR NON INFRINGEMENT.

IN ADDITION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE CUSTOMER'S USE OF THE SOFTWARE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DOES CYBOZU MAKE ANY WARRANTY, AND CYBOZU SPECIFICALLY DISCLAIMS ALL WARRANTY, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THE CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK OPERATING ENVIRONMENT.

(2) Cybozu may change, suspend or discontinue, without obtaining prior consent of the Customer, any functions and/or operations of the Software, and/or any services accompanied with the Software. In no event shall Cybozu guarantee to continue to provide the Customer with the functions, operations and environment of the Software equivalent to those at the time of the execution of this Agreement.

(3) In addition, any oral or written information or advice provided by Cybozu shall not constitute any additional warranty or expansion of any warranty hereunder in any sense.

#### 5. LIMITATIONS OF LIABILITY

(1) The Customer hereby confirms and agrees that the Customer shall assume full responsibility for any and all damages, direct or indirect, liabilities and/or risks, including loss of data, server

down, interruption of business operations, complaints and claims made by a third party, arising from any use of the Software.

(2) UNDER NO CIRCUMSTANCES WILL CYBOZU, ANY PROVIDER AND/OR RESELLER OF THE SOFTWARE, AND/OR ANY PROVIDER OF THE CONTENTS IN RELATION TO THE SOFTWARE (COLLECTIVELY THE ""AFFILIATES""), BE LIABLE FOR ANY DAMAGES AND LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF CYBOZU AND/OR THE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE.

FURTHERMORE, CYBOZU SHALL NEVER BE RESPONSIBLE FOR ANY COMPLAINTS AND CLAIMS FROM ANY THIRD PARTY.

## 6. Copyright, etc.

(1) Cybozu, and/or any suppliers thereto, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to the Software, including HTML program and screen display thereof, and any files, documents and drawings in relation thereto.

(2) The Software shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights. Therefore, the Customer shall be obliged to handle the Software complying with such acts, laws, regulations, rules, and treaties.

(3) The providers of the contents, to which the Customer may access from or through the Software, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to such contents. Such contents shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights.

## 7. Governing Law and Miscellaneous Rules

(1) The Agreement shall be governed by the laws of Japan without giving effect to any principles of conflicts of laws.

(2) Regarding the Agreement or the Software based on trade in Japan, all disputes, controversies or differences which may arise between the parties shall be finally settled by a district court in Tokyo as the court of first instance. In addition, regarding the Agreement or the Software based on overseas trade, all disputes, controversies or differences which may arise between the parties shall

be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

## 8. Miscellaneous

In the event any terms and conditions different from those terms and conditions are attached to the Software obtained by the Customer, these terms and conditions shall supersede the attached terms and conditions, unless Cybozu clearly states otherwise.

These terms and conditions contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, writings, statements and understandings between the parties with respect thereto.

The Agreement may be amended, supplemented or modified only by a written instrument duly executed by each of the parties hereto.

In addition, any terms and conditions indicated in order sheets rendered by a dealer to the Customer, if any, shall be null and void between the parties hereto and make no effects to the Agreement.

If effectiveness of any provision of this Agreement is restricted, such provisions shall be valid to the extent permitted by the applied laws and regulations.

If any provisions of this Agreement is declared invalid or unenforceable by any lawful tribunal, then it shall be adjusted to conform to legal requirements of that tribunal and that modification shall automatically become a part of this Agreement, or if no adjustment can be made, the provision shall be deleted as though never included in this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless such invalidity or unenforceability causes substantial deviation from the underlying intent of the parties expressed in this Agreement.

In such case, the parties shall replace the invalid or unenforceable provision with a valid or enforceable provision which corresponds as far as possible to the spirit and purpose of the invalid or unenforceable provision.

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