

### **[Important]**

This Software License Agreement (hereinafter, "Agreement") is a legal agreement for the use of the software between the end user (hereinafter, "Customer") and Soliton Systems K.K. (hereinafter, "Soliton").

By proceeding to use this software, Customer is consenting to be bound by each article of this Agreement. If Customer does not agree to the terms and conditions of this agreement, discontinue installing and delete the software.

Pursuant to the rules for amendment to a standardized form of contracts under Article 548-4 of the Civil Code of Japan, Soliton may amend this Agreement without Customer's approval by notifying the amendment, the amended terms and the effective date of the amendment on Soliton's website, via email to Customer or in any other manner. Customer will be deemed to have agreed to the amended terms if Customer uses the Software after the amendment. The latest version of the Agreement can be found at <https://www.soliton.co.jp/eula/>.

### Licensed Program:

"InfoTrace Mark II Diagnostic Information Collection Tool"

#### [Information Use]

1. The licensed program above (hereafter, "Software") is intended to be used along with the product "InfoTrace Mark II" developed and sold by Soliton.
2. Software is for investigating events related to InfoTrace Mark II. The details of the information collected in the event investigation are described in the help of Software.
3. Software collects information on the user environment, logs related to InfoTrace Mark II, and data necessary for resolving issues. Settings allow to include the log recorded by InfoTrace Mark II. The information received from Customer to resolve issues is strictly managed in accordance with Soliton's Privacy Policy.

<https://www.soliton.co.jp/privacy.html>

### Article 1. License Granted

1. Soliton holds the right to grant the use of Software, as the original owner of Software, or under the license agreement with the original owner.
2. Soliton grants non-exclusive license to Customer as follows:
  - (1) Upon using InfoTrace Mark II, install the Software on Customer's device for which license has been granted and use the features included in the Software. "Install" means to set up the Software on the device.

### Article 2. Attribution of Intellectual Property Rights

1. The ownership of intellectual property rights of the Software and the other related documents shall belong to Soliton or the original owner of the permitted license. The Software is protected by copyright law, international copyright treaties, and any other laws and treaties concerning intellectual property rights. In addition, ownership of Software belongs to Soliton, and Software may only be used to the extent permitted by this Agreement.
2. No rights shall be transferred or granted to Customer except for the rights which are permitted under this Agreement.

### Article 3. Prohibited Uses

In regard to Software and related documents, Customer shall not:

- (1) Use or copy beyond the scope permitted by this Agreement.
- (2) Transfer, rent, lease, distribute, sub-license, or any other act similar to the foregoing, to the third party.
- (3) Modify, reverse-engineer, disassemble, or any other act similar to the foregoing.
- (4) Change or delete the copyright notice
- (5) Direct or indirect export for sales purposes.

## Article 4. No Warranty

1. The Software is provided "AS IS", without warranty of any kind, express or implied, or otherwise including without limitation, any warranty of merchantability or fitness for a particular purpose. Soliton shall not be liable to any party for any loss of revenue or profit or for indirect, incidental, special, consequential, or other similar damages, whether based on tort (including, but not limited to, negligence or strict liability), contract or other legal or equitable grounds even if Soliton has been advised or had reason to know of the possibility of such damages. Soliton shall not be liable to provide maintenance or support of the Software.

2. Soliton may change or terminate the Software, its accessories and its related services without any prior notice to Customer.

## Article 5. Indemnification

Despite the provision of the preceding item, the following shall not be covered by warranty whether it is with or without charge.

(1) Any kind of direct, indirect or incidental damage which may arise from the use of the Software

(2) Misuse, remodeling, operations that do not meet the environmental specification to which Soliton agreed, or, malfunction or damage resulting from the use of software and media which were not made by Soliton.

(3) Malfunction or damage that may arise from a natural disaster or inevitable force.

## Article 6. Exclusion of Anti-Social Forces

Customer represents, warrants and covenants to ensure that Customer, its parent company, its affiliated company, any of the board members or other personnel substantially involved in its management, employees, and stakeholders have not fallen under any of the following categories through (1) to (6) in the past (such person or group referred to as the "OCGs"), shall not fall under any of OCGs, and have never conducted or will not conduct any of the following actions through (7) to (11):

(1) an organized crime group;

(2) a member of an organized crime group;

(3) a quasi member of an organized crime group;

(4) a related company or association of an organized crime group;

(5) a corporate racketeer; or

(6) other equivalent persons as any category above (1) to (5).

(7) a demand with violence;

(8) an unreasonable demand beyond its legal entitlement;

(9) use of intimidating words or actions in relation to transactions;

(10) an action to defame the reputation or interfere with the business of Soliton or Soliton Affiliates by spreading rumor, using fraudulent means or resorting to force; or

(11) other equivalent actions as above (7) to (10).

## Article 7. High-Risk Use

Customer hereby acknowledges that the Software is not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting to the foregoing, the Software shall not be used in connection with any life support device. Soliton and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. Customer agrees to hold Soliton and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses of the Software.

## Article 8. Miscellaneous

1. This Agreement comes into effect when Customer starts using the Software and it shall be valid until Customer terminates the use of Software or Soliton terminates this Agreement based on the following items.

2. In case Customer violates any of the articles in this Agreement, Soliton may terminate this Agreement immediately without any notice to Customer. In such a case, Customer shall uninstall and delete the Software, its copied product as well as all accessories from their device.
3. Customer acknowledges that the Software and the documentation contain Software and technical data that are subject to the export control laws of Japan. Customer must always continue to comply with Japanese export control laws.
4. Soliton is entitled to make claim to Customer for compensation if Soliton suffers damage due to violation of this Agreement by Customer. Soliton shall not be responsible for any loss, damages, costs or expenses which may be incurred by Customer and/or the third party.
5. If any dispute out of or related to this Agreement cannot be resolved amicably by two parties, such dispute shall be settled by Tokyo District Court for its original jurisdiction.
6. This Agreement shall be governed by and construed under the laws of Japan.

Last Revised on January 12, 2021

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