[Hydro-STIV Cloud] SOFTWARE LICENCE CONTRACT

This contract (hereinafter referred to as "Contract") defines the terms and conditions between corporations / organizations / individuals who have purchased the usage rights of the software "Hydro-STIV Cloud" by Hydro Technology Institute Co., Ltd. (hereinafter referred to as "Company").

By installing the Software specified in Article 1 and as you accept the Contract, we could consider you agree to the following terms.

Article1-Difinition
The definitions of terms listed in this Contract is defined in accordance with following sub-paragraph.
(1) "Software" means Hydro-STIV Cloud provided by the Company under this Contract. In addition, this software includes updates and upgrades provided by the Company during the contract period.
(2) "Service" means all the service incidental to the Software, such as providing updates, upgrades, and an error correction patches, using internet to certification, replying to inquiries from customer regarding the operation means of this software and other uses, providing the portal site of Hydro-STIV etc. In addition, this Service includes the Software unless otherwise specified.
(3) "Account" means the right to use this Software within the scope of authority and purpose under this Contract.
(4) "Customer" means a customer (corporation / organization / individual) registered in our data bank as a person who uses this Software.

Article2-License
1 The Company shall grant only the Customer an account to use this Software and its related data for the non-exclusive use based on the terms of this Contract.
2 The Customer shall determine the consideration for the Account of this Software provided under this Contract to the Company in a separate document.
3 The Company only permits the usage of the Software in the country in which the Customer filled out in the purchase application form in principle.

Article3-Modification
1 In the following cases, the Company may modify this Contract at our discretion without

obtaining individual consent from each Customer.

① When the modification in this Contract is compatible with the general interests of the Customer.

② When the modification of this Contract does not violate the contracted purpose and is reasonable in view of the necessity of change, the appropriateness of the changed Contract, and other circumstances related to the change.

2 If the Customer uses this Software after the effective date of the modification of this contract in the preceding paragraph, it is considered that the Customer has agreed to the modification of this Contract.

Article4-Modify Procedure

Upon modification of this Contract under the preceding article, the Company shall notify the effective date of the modified Contract and the details of the modification as specified below.

① Period of public notice: 30 days before the effective date of this Contract after the modification

② Publication means: Specified in Article 11

Article5-Copyright

1 Copyrights and other intellectual property rights (hereinafter, "copyrights") related to this Software and accompanying documents belong to us or those recognized by us and are protected by the copyright law of Japan and international treaties. By concluding on this Contract, does not mean to transfer any right of this Software is not transferred from our Company to the Customer.

2 Unless otherwise specified, the Copyrights of the parts customized by the Company for Customers shall be reserved the same as in the preceding paragraph. However, the Customer's trade secret and the material provided by the Customer included in the customized part shall not be used for other purposes.

Article6-Prohibition

1 The Customer only can use this Software for on-site (indoor / outdoor) flow velocity / flow rate measurement cannot use this Software to perform outsourced work only for image analysis.

2 The Customer may not transfer, resell, collateralize, lend, lease, rent this Software to a third party without the Company's consent.

3 The Customer may not copy, modify, distribute on the network, act under other copyright laws, disassemble or decompile, or reverse engineer any other method of this Software.

4 Under no circumstances, whether intentionally or by mistake, information regarding the code and structure of this Software cannot be disclosed or leaked to anyone other than the Customer's officers and employees.

5 The Customer may not use this Software by concluding this Contract under the name of another person or a fictitious name.

6 The Customer may not use this Software by concluding this Contract under the name of another person or a fictitious name.

7 The Customer may not use this Software if the Customer may infringe on the intellectual property rights or other rights the privacy of a third party or damage the honor or credit of a third party.

Aritcle7-Transfer

1 The Customer cannot transfer the contractual status, rights and obligations of the Contract under this Contract to a third party without our prior written consent.

2 The Company, due to business transfer or other business restructuring, may transfer the copyright of this Software, the contractual status, rights and obligations of the Contract to a third party without the consent of the Customer.

Article8-Management of Registered Email Address and Password

1 The Customer shall manage and store the email address that was used when the Customer first registered(hereinafter referred to as "Registered Email Address") and the password appropriately at his own risk. The Company shall not be liable for any damage caused by the lack of the account management.

2 The Company considers all the liability for using the Service with the Registered address and the password shall be deemed to belong to the Customer.

3 The Company may suspend the Service if the Company deems that there is possibility of unauthorized use of the Registered address and the password according to Company standards. In addition, the Company shall not be liable for any damage resulting from inability of the Customer to use this Service by any act conducted by the Company.

Article9-Service Suspension

1 The Company can suspend or interrupt the all or part of this Service without inform in advance to the Customer in any case falling under following sub-paragraph.

  (1) A case when there is an inspection or a maintenance work of the computer and system related to this Service urgently.

  (2) A case when the computer or communication line is suspended due to an accident.

(3) A case when the provision or the use of the external system(Amazon Web Services etc.) that is necessary to provide the Service is suspended.

(4) A case when inability to operate the Service occurred due to the force majeure as earthquake, lightning, fire, wind or flood damage, power cut, spread of disease, natural disaster, and etc.

(5) Other cases when the Company deems necessary to suspend or interrupt.

2　The Company shall not be liable for any damage caused by any act conducted by the Company pursuant to this article.

Article10- Immunity

1　The Company shall not be liable for any damage (damage to business profit, business interruption, loss of business information, or other financial damage) resulting from use or inability to use this Service.

2　The Company shall not be liable for specify indirect damages, consequential damages, lost profits, damages caused by special circumstances (whether or not the damages are foreseen by the Company), data loss, and other conditions explicitly stated in this Contract.

3　Even if the Company may be responsible for damages to the Customer regarding this Contract, the Company's liability will not exceed the amount of Account fee that the Customer.

Article11-Notice

1　The Company will notify Customers of this Service in writing, by e-mail addressed to the registered address, by posting on the Company's website, or by any other thing the Company deems appropriate.

2　The Customer agrees that unless otherwise specified, the notification will be made by the method specified in the preceding paragraph.

3　If the Company makes a notification by email or posting on a website based on paragraph 1, the notification will be deemed to have arrived at the Customer the time it is delivered on the Internet.

Article12-Severability

If any provision of this Contract is found invalid or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected in any way. The parties hereto shall negotiate in good faith to replace the invalid or unenforceable provision by a provision closest possible to the original intent of the invalid or unenforceable provision.

Article13-Termination

1 If the Customer violates the terms of this Contract and various laws and regulations, does not pay the License fee by the deadline, or if it is found that the Service is used by antisocial forces, this Contract can be canceled immediately.

2 The Company shall not be liable for any damages incurred by the Customer or a third party due to the inability to use all or part of this Service because of the termination or termination of this Contract.

Article14-Cancellation

1 Depending on the business situation, the Company may notify the customer in advance and cancel the Service by the notification means specified in Article 11.

2 As a general rule, the advance notice given in the preceding paragraph shall be given within 6 months before the planned cancellation date.

3 The Company will not be liable for damages, even if the Customer has been damaged for the cancellation of the Service described in this section.

Article15-Warranty

1 The Company does not warrant that the functions included in this Software satisfy the customer's requirements, that this Software operates normally, and that when this Software is not conformed to the contract contents (so-called bugs, structural problems (Including etc.), it will be corrected.

2 The Company may change or discontinue the Service associated with this Software without the Customer's prior permission. The Company does not permanently guarantee the same environment of use as this Software at the time of concluding this Contract.

3 No verbal or written information or advice of the Company makes a new warranty or expands the scope of this warranty in any other sense.

4 The Company shall not be liable for the internet environment and operation environment of the Customer, and any other matters that the Company is not liable for. Meaning of environment in this paragraph includes hardware environment and poor connection caused by a security software.

5 The Customer has the obligation both liability and cost to prepare hardware, internet connection line, and the secure environment necessary for using this Software, and the Company shall not be liable for the fulfillment of the obligation related to the environment.

6 Even when the recommended environment is in place, the Company shall not be liable for any case of the Service malfunctioning due to the influence of the Customer's software or applications.

Article16-Export Regulations

1 When using this Software outside of Japan, the Customer complies with export restrictions and reexport restrictions of Japan or other countries at his own risk and informs us in advance. In addition, Exporters are responsible for exporting at their own risk.

2 When using this software outside of Japan, the Customer shall be responsible for complying with the laws and regulations outside of Japan and the Company shall not be liable for any trouble caused by the violation of the obligation to comply with the laws and regulations.

3 Outside Japan, the Customer shall notify the Company in advance if the government or other government agency outside Japan requests the submission of data related to this Service.

Article17-Non Discloser

The customer shall disclose the technical, business, or business information (hereinafter referred to as "Confidential information") disclosed by the Company indicating that it is confidential with respect to the performance of this Contract, and keep the secret with good manager's attention. The Company must keep it and do not disclose Confidential information to any third party.

Article18-Compensation

If the Customer damages to the Company in violation of this Contract, the Customer must compensate the damage, whether intentional or negligent.

Article19-Information Policy

1 Regarding the handling and storage of information received from the Customer, the Company will comply with their privacy policy, specific personal information protection policy and information security policy.

2 If the privacy policy in the previous section is changed, the changed one will be applied.

3 It is considered that the Customer has agreed to provide personal information to external systems(Amazon Web Services etc.) that is necessary to provide the Service.

4 In the preceding paragraph, the Company shall not be liable for the leakage of personal information by a third party.

Article20-Governing Law, Jurisdiction

1 This Contract is governed by the laws of Japan, excluding the application of the principle of conflict of law.

2 In the event of a dispute with respect to this Contract or this Service, both the Customer and the Company shall agree to make the Osaka District Court or Osaka Summary Court the exclusive court of jurisdiction for the first instance, depending on the amount of the complaint.

Article21-Entire Agreement

1 This Contract is the only agreement regarding the use of this Service by the Customer and our Company, and the Contract can be changed by both parties signing, stamping their names excluding documents issued by the Company that have priority over this Contract.

2 Even if a document different from this Contract arrives at the store or agent other than our Company, the content of this Contract will not be affected in any means.

Date of enactment of this Contract
01/06/2022