

## [Hydro-STIV] SOFTWARE LICENCE CONTRACT

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

By installing the Software specified in Article 1, we could consider you agree to the following terms. Therefore, you need fully understand the following terms before installation Software.

### Article1-Definition

- (1) "Software" means Hydro-STIV provided by the Company under this Contract. In addition, this software includes updates and upgrades provided by the Company during the maintenance contract period.
- (2) "License" means the right to use this Software under predetermined conditions, and the right to use within the scope and purpose permitted in this Contract.
- (3) "License key" means a USB dongle etc. given when License is granted.
- (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 the Customer a license to use this Software and its related data only for the non-exclusive use based on the terms of this Contract.
- 2 The customer shall determine the consideration for the License provided under this Contract to the Company in a separate document.

### 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 are 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 10

#### 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 or sublicense 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 and information regarding License Keys cannot be disclosed or leaked to anyone other than the Customer's officers and employees. Also, the License Key cannot be duplicated.

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

6 The results of benchmark tests and other evaluations regarding this Software cannot be disclosed to a third party without the prior written consent of the Company.

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.

#### Article7-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-Maintenance

A maintenance contract for this Software is provided separately with a paid contract between the Customer with the Company.

#### Article9-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 Software and License Key.

2 In any case, 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, in any case, the Company's liability will not exceed the amount of License fee that the Customer.

#### Article10-Notice

1 The Company will notify Customers of this Software 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 time it is delivered on the Internet.

#### Article11-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.

#### Article12-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 Software is used by antisocial forces, This contract can be canceled immediately.

2 The Customer must return the License Key when this contract is terminated and terminated. In addition, the Customer must destroy any copies of this Software, its components, documents, completely erase it from the storage medium of the Customer's computer and must not continue using the Software.

3 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 Software because of the termination or termination of this Contract.

#### Article13-Cancellation

1 Depending on the business situation, the Company may notify the customer in advance and cancel the License by the notification means specified in Article 10.

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 reasons described in this section.

#### Article14-Warranty

1 The Company dose 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 functions of this Software and the services 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 If there is a reason that the distribution medium of this Software (software medium, license key medium, other instructions, etc.) does not conform to the contents of the Contract, the Company will replace it free of charge if there is an offer within 30 days after the arrival of the Software. At this time, the substitute product provided shall be selected by the Company, and the Company does not guarantee that it will have the same contents as the one before the replacement. In addition, the Company shall not be liable for any warranty due to the willfulness or negligence of the Customer or a third party.

5 The Customer has the obligation to prepare the environment described in the attached manuals, etc. necessary for using this Software, and the Company shall not be liable for the fulfillment of the obligation related to the environment.

6 The Company shall not be liable for any problems that may occur after the release of this Software due to changes in the operating characteristics of the computer hardware or operating system, or any problems in the instructions between this Software and other software.

#### Article15-Export Regulations

1 When using this Software outside of Japan or providing it to non-residents 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 this Software and data related to this Software.

#### Article16-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.

#### Article17-Compensation

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

#### Article18-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.

#### Article19-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 Software, 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.

#### Article20-Entire Agreement

1 This Contract is the only agreement regarding the use of this Software 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

01/06/2020