

License Certificate

This is a software license certificate of ConMas i-Reporter that you purchased, which proves that you received a license from CIMTOPS CORPORATION. We approve that you have the right to use the software in accordance with the license agreement indicated on the back. Please keep this License Certificate so that it will never be lost.

【Licensed Software】

NO.	Name of Software	Q'ty
1	ConMas i-Reporter Basic Package <Number of log-in users : 20 accounts>	1
2	External System Coordination API Set	1

【User Information】

Company Name

xxxxxx COMPANY LIMITED

Address

xxx-xxxx

xxxxxxxxxxxx

Date of issue

2020/10/16

Serial Number

12345678-123456

2-25-2, Kamiosaki, Shinagawa-ku,
Tokyo, Japan
CIMTOPS CORPORATION



ConMas i-Reporter License Certificate

CIMTOPS CORPORATION (hereinafter referred to as "CIMTOPS") grants the customer a license which is neither exclusive nor assignable to use "ConMas i-Reporter" (hereinafter referred to as "the Software"), provided that such customers comply with all the provisions listed below for use of the Software.

【License】

1. The customer has the right to use the Software under the operating environment recommended by CIMTOPS on the condition that it is within the range specified in the License Certificate.
2. The customer has the right to use the specified Software mentioned in License Certificate.
3. The customer can use the Software only to process customer's own business.
4. The customer may allow the third party to use the Software within the above range. However, the customer shall comply with this certificate by such third party.
5. The customer is allowed to reproduce a part of each target Software with the sole purpose of backup. However, CIMTOPS can charge the fee and other conditions for the duplication.

If the right of duplication is granted more than a part, it will be prescribed in the License Certificate. The duplication more than a part is prohibited without prior written permission issued by CIMTOPS.

6. The customer can migrate the target Software on different computer and hardware. However, in this case, the customer must comply with the fee and other conditions separately determined by CIMTOPS.

7. The customer is prohibited the following (a) to (c).

- (a) Delete the product marking, copyright notice and restriction based on exclusive right.
- (b) Grant the sub-license, rental, training for third party, commercial time sharing and paid service.
- (c) Sell, assign or dispose the Software without prior written permission issued by CIMTOPS.
- (d) Alter or modify the Software or replicate part of the Software.
- (e) Disclose the result of the benchmark test for the Software to the third party without prior written permission issued by CIMTOPS.

【Intellectual Property Rights】

The copyright of the Software and any other intellectual property rights shall vest in CIMTOPS. It is protected by copyright and other intellectual property laws and the customer is only granted the right to use the Software. CIMTOPS shall retain any authority including intellectual property rights on the Software in anytime.

【Warranty】

1. CIMTOPS supplies the Software as is. CIMTOPS will do the best to remedy the errors reported.
2. CIMTOPS will guarantee to repair the physical defective object of the Software returned to CIMTOPS by the customer within 90 days from the delivery date.
3. Above two paragraphs are all the contents of guarantee of CIMTOPS. CIMTOPS can not guarantee the merchantability of the Software and suitability for specific purposes. Further, the Customer does not guarantee the error-free operation of the Software.

【Responsibility】

1. CIMTOPS does not have any responsibility for those damages that the customer or third party has suffered in anytime regardless of contractual acts or damage caused by illegal even if CIMTOPS were informed about the possibility of such damage. In addition, the customer shall be responsible for ensuring backup of the data and CIMTOPS shall not be liable for any loss of data resulting from the offering of applicable software of technical support.
2. Regardless of the preceding paragraph, CIMTOPS shall not have any responsibility for damages of any kind, including, but not limited to, direct damage, indirect damage, associated damage, special damage or deviated damage, resulting from the use or download of the Software by the customer even in cases where the court finds that CIMTOPS is liable for damages incurred as a result of performance or non-performance of this certificate. The customer shall be able to claim CIMTOPS only for the actual damages occurring as a direct result of the performance of default of CIMTOPS. The damages liability is limited to the amount that the customer payed for the license.

【Maintenance】

1. In case the customer purchases the Software on-premise version and keep using with the version up, the customer also needs to make an annual maintenance contract during the customer and CIMTOPS or distributor.
2. In case the customer and CIMTOPS or distributor make an annual maintenance contract, the license date is the date of start of annual maintenance contract and the customer needs to pay the fee according to the prescribed process.

【Export Regulation】

The customer do not export the Software in any way, in violation of all laws and regulation of Japan and other countries (hereinafter referred to as "export related laws") directly or indirectly. In addition, the customer shall ensure not to be used for applications prohibited by export related laws and regulation, including provision on proliferation of nuclear weapons, chemical weapons and biological weapons. The customer shall inform CIMTOPS if the Software is used in the countries except for Japan in advance.

【Others】

With regard to the dispute arising under the license certificate, only Tokyo District Court shall be exclusively the court of first instance.

CIMTOPS may, monitor the customer's usage of the Services, browse data.

This license certificate will override the terms of purchase order or other documents related to the order.

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