

GENERAL TERMS AND CONDITIONS FOR LICENSING

GIKEN Ltd. and its group companies (“**GIKEN**”) hereby grants the applicant (the “**Applicant**”) (each, a “**Party**,” and collectively, the “**Parties**”) license to use the works to which GIKEN has a copyright (the “**Works**”) (the “**License**”) under the following terms and conditions.

Section 1. Authorization to Use

1.1 GIKEN hereby authorizes the Applicant to use the Works as described in the Application for Authorization to Use the Works (the “**Application**”) and the Authorization to Use the Works (“**Authorization**”), including e-mails.

1.2 The Applicant shall not:

- (1) Use the Works for any purpose other than as described in the Application;
- (2) Use the Works in any manner other than as described in the Application;
- (3) Reproduce or adopt the Works, except for cases where it was specifically described as a purpose and/or manner of use in the Application that such reproduction or adoption of the Works will be made;
- (4) Delete or modify any copyright notice or other descriptions of rights shown on or incorporated in the Works; or
- (5) Without GIKEN’s prior written consent, sell, transfer and/or lease the Works, and/or publish them (whether or not for free or for a fee).

1.3 Upon the request of GIKEN, the Applicant shall obtain the confirmation of GIKEN prior to any use for a purpose described in the Application.

1.4 In using the Works, the Applicant shall affix a notice showing that GIKEN is the owner of the copyright in the manner determined by a separate consultation between the Parties.

Section 2. Moral Rights

2.1 In using the Works, the Applicant shall not modify, remove or otherwise alter the Works (including but not limited to adding any explanatory wording, etc., the “**Modification**”) without GIKEN’s prior written consent.

2.2 In case the Applicant makes a Modification to the Works according to the Section 2.1, the copyright to the Works and any other work created as a result of such Modification to the Works shall remain with GIKEN, and in no event shall the License or the Modification be construed as a transfer of any right from GIKEN to the Applicant.

Section 3. No Warranty

3.1 GIKEN shall not warrant any correctness, completeness or fitness for a particular purpose, or make any other warranty regarding the Works. GIKEN shall also not bear any liability for damages arising from the Applicant’s use of the Works.

Section 4. Confidentiality

4.1 Either Party shall not use any technical or business information of the other Party known to it in connection with the License (“**Confidential Information**”) for any purpose other than to perform the License, or disclose or divulge it to any third party, not only during the License Term, but also after the termination thereof, except with the other Party’s prior written consent.

4.2 Any information established by either Party as any of the items enumerated below shall not constitute Confidential Information:

- (1) information already known to or possessed by the receiving Party at the time of the disclosure;
- (2) information already in the public domain or for public use at the time of the disclosure, or information that becomes part of the public domain or for public use after the disclosure due to an event not attributable to the receiving Party;
- (3) information rightfully obtained by the receiving Party from any third party with a legitimate right thereto and without any confidentiality obligation; or
- (4) information independently created by the receiving Party without relying on any of the disclosed information.

Section 5. Prohibition of Assignment, etc., of Rights and/or Obligations

5.1 Either Party shall not assign, for a fee or for free, or give as a security any right and/or obligation under the License to any third party without obtaining the other Party's prior written consent.

Section 6. Dispute with a Third Party

6.1 If any dispute with any third party arises in connection with the use of the Works, then the Applicant shall immediately notify GIKEN to that effect, and resolve such dispute at the Applicant's own responsibility and cost, and GIKEN shall not bear any liability therefor. Provided, however, that if such dispute is attributable to GIKEN, then GIKEN shall cooperate with the Applicant to resolve the dispute.

Section 7. Termination of the License Term

7.1 GIKEN may terminate this License at any time upon its request to the Applicant.

Section 8. Measures after Termination, etc., of the License Term

8.1 Upon the termination of the License Term or request of GIKEN, the Applicant shall immediately cease its use of the Works, and, in accordance with GIKEN's instructions, return or destroy any media (including any printed matter and electronic data) containing the Works (including any other work created as a result of

the Modifications to the Work described in Section 2). Also, if the Applicant has stored the Works in the database, etc., thereof, the Applicant shall delete the Works in an unrecoverable manner.

Section 9. Cancellation

9.1 If the Applicant breaches these General Conditions, then GIKEN may cancel the License without giving any demand or notice to the Applicant.

9.2 In the event of Section 9.1, the Applicant shall, in addition to monetary damages, take the measures required by GIKEN for the purpose of redeeming GIKEN's reputation.

Section 10. Elimination of Anti-social Forces

10.1 The Applicant makes the following covenants now and in the future:

- (1) The Applicant's company (including its officers, employees or persons analogous thereto, hereinafter the same shall apply) is not: an organized crime group (*boryokudan*); an organized crime group member (*boryokudan-in*); any person who used to be an organized crime group member less than five (5) years ago; a quasi organized crime group member (*boryokudan jun koseiin*); an organized crime group-associated company (*boryokudan kankei kigyo*); a corporate extortionist (*sokaiya*); a rogue group proclaiming itself as a social activist (*shaki undo hyobo dantai*) or a rogue group proclaiming itself as a political activist (*seiji katsudo hyobo dantai*); and other persons or groups analogous thereto (collectively, the "Anti-social Forces").
- (2) Anti-social Forces are not substantially involved in the management of the Applicant's company.
- (3) The Applicant's company does not make use of any Antisocial Force.
- (4) The Applicant's company is not involved with any Antisocial Force, such as supplying funds, etc., or giving any benefit thereto.
- (5) During the License Term, the Applicant's company shall not commit, or shall not cause any third party to commit, any of the following acts:
 - (a) any conduct involving the use of fraudulent means, violent behavior or use threatening words against the other Party or any person with a contractual relationship therewith (an "Affiliate"); and/or
 - (b) any conduct using fraudulent means or force that may or likely either obstruct the business or defame the reputation of the other Party or its Affiliate.

10.2 Notwithstanding the provisions of Section 9, if it is found that the Applicant falls under any of the items set forth in Section 10.1, then GIKEN may forthwith cancel the License without giving any demand to the Applicant.

Section 11. Amendment of these General Conditions

11.1 GIKEN may, in its sole discretion, amend this General Terms Conditions for Licensing from time to time.

11.2 If GIKEN amends this General Terms Conditions for Licensing, then it shall promptly inform the Applicant of the amended General Terms Conditions for Licensing.

Section 12. Governing Law

12.1 The validity, interpretation and performance of this General Terms Conditions for Licensing shall be governed by the laws of Japan, and this General Terms Conditions for Licensing shall be construed solely in accordance with the laws of Japan.

Section 13. Severability

13.1 Even if any of the terms of this General Terms Conditions for Licensing is declared to be void or illegal by a judgment, etc., of a competent court, the remaining terms hereof shall not be affected thereby, and shall remain in full force.

Section 14. Jurisdiction

14.1 Any difference or dispute between the parties concerning the interpretation or validity of this General Terms and Conditions for Licensing or the rights and liabilities of the parties shall be settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award thereof shall be final and binding upon the parties hereto. Judgment upon such award may be entered in any court having jurisdiction thereof.

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