

TimeTracker NX License Agreement

Please read this license agreement carefully before installing TimeTracker NX (hereinafter referred to as "Product"). This Product is licensed to you only if you agree to the following software license agreement ("Agreement"). By installing the Product, you are deemed to have accepted this Agreement. If you do not accept the terms of this Agreement, you may not use the Product.

Article 1: Scope of License Common to Editions

1. DENSO CREATE INC. ("DENSO CREATE") allows customers who accept this Agreement to use the Product within the scope described in this Agreement. Customers who do not accept this agreement may not use the Product.
2. The details of each individual edition shall be described in the Article 2. Your right to use the Product shall terminate when the license term defined in the Article 2 expires.
3. You may reproduce the Product in a machine-readable form only for the purpose of backing up computer programs.

Article 2: Scope of License

This Product has the trial/evaluation version and the paid version, and customers shall be licensed to use the Product under the following conditions.

(1) Trial/Evaluation Version

1. Trial/evaluation versions may be used only for the purpose of evaluating the functions of the Product prior to purchasing the paid version.
2. The number of licenses shall be 50.
3. The license period is as follows:
 - Trial version: Thirty (30) days
 - Evaluation version: Ninety (90) days
4. If the evaluation is for the same purpose within the same organization and there are multiple contracts with multiple users, DENSO CREATE may, at its discretion, validate only one contract and terminate other contracts.

(2) Paid Version

1. User, who newly purchased this Product or has been used previous editions of the TimeTracker series, can use the paid version.
2. The Customer may use "Professional Edition" or "Standard Edition" ("Edition") within the limit of the number of licenses, which is separately notified by DENSO CREATE.
3. If you change the Edition or upgrade to a newer version, the right to use the product of the previous edition or version expires regardless of the number of licenses for the previous edition or version.
4. The right to use the previous TimeTracker series expires upon installation of the Product.
5. The valid period of the license and support services are applied based on the following license types:

1. Perpetual License Version

1. The period of the license is from the time of the conclusion of this Agreement until the Customer ceases to use the Product.
2. By complying with this Agreement and registering as a user, the Customer is entitled to use the maintenance services during the period specified in the Maintenance Service Pack Agreement which is separately concluded.

2. Annual License Version

1. The period of the license is same as described in the Subscription Agreement. After the period expires, the Product may no longer be used.
2. By renewing the Subscription Agreement, you may continue to use the Product.
3. You are entitled to use the support services described in the Subscription Agreement until the end of the period of the license.

Article 3: Collection and Use of Information

1. DENSO CREATE may collect and use data on the usage of this Product, only of those customers who have agreed to cooperate with the collection of information, to improve the user experience.
2. DENSO CREATE will not provide the information collected for the purpose of the preceding paragraph to any third party.

Article 4: Prohibited Acts

1. The copyright and all other rights of the Product shall be owned by DENSO CREATE. Except as permitted in this Agreement, the following acts are prohibited:
 - Duplication of the Product
 - Selling, transferring, or lending the Product (including this Agreement and the rights and obligations based on this Agreement) to a third party
 - Modification or reverse engineering of the Product
 - Disclosure or leakage of such information as the source code, structure, and organization, as well as the license key.

Article 5: Restrictions of Liability

1. If this Product has a physical defect (such as damage to electronic media) caused by faults of DENSO CREATE, DENSO CREATE will, at its discretion, replace the Product free of charge only within 30 days from the date of purchase.
2. If the Product does not operate substantially despite of using it in accordance with the attached manual, DENSO CREATE will, at its discretion, provide you with a corrected program or required information by means determined by DENSO CREATE. In this case, such modified program or information shall also be deemed as the Product.
3. DENSO CREATE does not warrant that quality and functions of the Product are suitable to use for the Customer's purpose, and DENSO CREATE shall not be liable for any contractual incompatibility or warranty except cases provided in this Agreement. The Customer is responsible for selecting and installing the Product, as well as using the Product and its results. DENSO CREATE shall not be liable for any loss incurred by using or inability to use this Product.
4. For your convenience, DENSO CREATE may provide you with sample codes or sample files ("Samples") of the Product. The Samples are provided solely as a reference for the Customer's effective use of the Product, and DENSO CREATE shall not be liable for any warranty, which includes marketability and suitability for particular purposes, regardless of explicit, implicit, or other methods.

5. Even if this Product is used at an overseas location, the person who registers as a contact user ("Registrant") must be affiliated with an organization located in Japan, except the case that DENSO CREATE agreed in advance.

Article: 6 Term of Agreement

1. This Agreement shall become effective upon installation of the Product by the Customer. However, if neither DENSO CREATE nor the Customer expresses its intention to terminate the Agreement by the method prescribed by DENSO CREATE at least thirty (30) days prior to the expiration date of the Agreement term, the Agreement shall be automatically renewed for another one (1) year under the same terms and conditions, and the same shall apply thereafter.
2. DENSO CREATE may immediately terminate this Agreement if any of the following events occurs. In such cases, DENSO CREATE shall not refund the price of the Product:
 1. When the Customer violates this Agreement and does not correct the violation despite requirements by DENSO CREATE with a reasonable period of time specified
 2. When the Customer passes a resolution for dissolution of the company
 3. When a provisional seizure, provisional disposition, compulsory execution, or auction is filed against the Customer
 4. When a bankruptcy, civil rehabilitation, or corporate rehabilitation is filed or received
 5. When the Customer is or has been associated with a crime syndicate, a member of a crime syndicate, a person related to a crime syndicate, a general meeting house, or any other anti-social forces ("Anti-Social Forces")
 6. When the Customer has invested in, loaned money to, provided funds to, or provided services to Anti-Social Forces, or had any transactions with Anti-Social Forces
 7. When the Customer associates with Anti-Social Forces
 8. When the Customer has anything to do with Anti-Social Forces
3. Upon termination or cancellation of this Agreement, you shall, at your own expense, return the Product and any copies thereof to DENSO CREATE, or destroy them.
4. DENSO CREATE shall not be liable for any loss of the Customer or any third party incurred as a result of the termination of this Agreement.

Article: 7 Handling of Personal Information

1. DENSO CREATE shall handle the Customer's personal information ("Personal Information") obtained in connection with the Customer's use of the Product for the following purposes. You consent to the collection and the use of the Personal Information by DENSO CREATE:
 - Accepting user registration
 - Activating the Product and providing services related to the Product
 - Providing maintenance and other support services
2. In addition to the above, you agree that DENSO CREATE may use your Personal Information to provide you with information about our products and to conduct surveys
3. You agree to provide your Personal Information to the contractors that DENSO CREATE uses to perform the acts described in the preceding two paragraphs
4. DENSO CREATE will take security control measures required by applicable laws and regulations in processing the Personal Information
5. Please use the contact information below to inquire about Personal Information or to request correction or deletion of Personal Information in the event of errors. After verifying the requestor's

identity, DENSO CREATE will disclose, correct, or delete the Personal Information within a reasonable period. Contact: DENSO CREATE INC. TimeTracker Sales Teams (ttsales@denso-create.jp)

6. If this Agreement is a result from sales activities of a partner company of DENSO DREATE, Personal Information collected upon this Agreement may be shared with a concerned partner company of DENSO CREATE for using it

Article 8: General Provisions

1. This Agreement shall be governed by the laws of Japan.
2. Any dispute concerning this Agreement shall be subject to the exclusive jurisdiction of the court of first instance at the location of DENSO CREATE's headquarters.
3. You shall not export or re-export the Product or copies thereof in violation of any applicable export laws, regulations, rules, or orders. In addition, if you export the Product, you shall be responsible for obtaining all necessary permits in accordance with all applicable export laws, regulations, rules, orders, etc.
4. Any matter not set forth in this Agreement or any question arising in interpretation of this Agreement shall be resolved through good faith consultation between the Customer and DENSO CREATE.
5. In the event of any discrepancy between the license agreement displayed upon installation of this product and the terms of this document, the terms of this document shall prevail.

(Revision) Established on January 30, 2018 Revised on October 1, 2020 Revised on August 30, 2023