

TimeTracker Subscription Terms and Conditions

DENSO CREATE INC. (hereinafter referred to as "DENSO CREATE"), based on your order, will perform the subscription procedure ("Procedure") for TimeTracker ("Product") in accordance with the TimeTracker License Agreement ("License Agreement") and these TimeTracker Subscription Terms and Conditions ("Agreement"). By placing an order for the Procedure, you are considered to agree to this Agreement.

Article 1: Subscription Procedures

1. The Customer may use the paid version of TimeTracker by performing the following procedures:
 1. Notifying DENSO CREATE (or its designated sales partner) of the edition to be used, the number of users, user information, and the start date of use
 2. DENSO CREATE (or its appointed sales partner) will inform the Customer of the license key
 3. Applying the license key to the TimeTracker database.
2. Restrictions:
 1. The Customer may not sell, transfer, or lend this Agreement to a third party without prior permission from DENSO CREATE.

Article 2: Adding and Reducing Licenses

1. The number of users allowed to use TimeTracker with one license is limited to one (1). Additional licenses are required for an additional number of users.
2. The cost of additional licenses shall be a fee equal to the number of months from the month in which the date of addition falls to the month in which the license term of the paid version of TimeTracker expires. The fee will not be prorated even if the date of adding licenses or the expiration date of the license is in the middle of a month.
3. The License Agreement and this Agreement shall also apply to the additional licenses.
4. The Customer may not reduce the number of licenses during the term of this Agreement, except as provided in the Article 5.1.

Article 3: Edition Change

1. The Customer may change to a higher edition by paying the difference between editions equivalent to the number of months from the month in which the date of change occurs to the month in which the license period for the paid version expires.
2. Except as provided in the Article 5.1, the Customer may not change to a lower edition during the term of this Agreement.

Article 4: Term of Contract

1. The term of this Agreement shall be effective from the date of DENSO CREATE's acceptance of the Customer's order for the Procedure.
2. The valid term of this Agreement shall be one (1) year from the date specified in the preceding paragraph. However, if the expiration date of use of the Product ("Contract Termination Date") is clearly indicated on DENSO CREATE's website (URL: <https://www.timetracker.jp/>), direct mail sent by DENSO

CREATE to the Customer, or other media, the effective period shall be until the Contract Termination Date.

3. If the license agreement is terminated due to cancellation or expiration of the term, this Agreement shall also be terminated.
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 5: Renewal and Termination of Contract

1. In the absence of a notice of intent to terminate by either DENSO CREATE or the Customer in a manner prescribed by DENSO CREATE at least thirty (30) days prior to the expiration date of the term, the term of this Service Agreement shall be automatically renewed for another one (1) year under the same terms and conditions, and the same shall apply thereafter. The Customer may request to add or reduce the number of licenses or change to a higher or lower edition by notifying DENSO CREATE during such period.
2. The Customer may not terminate this Agreement before the end of the Term.
3. DENSO CREATE may revise the subscription fee by notifying the Customer in writing at least three (3) months prior to the end of the subscription period.

Article 6: Support Services

1. Support service contents:
 1. The Customer shall be entitled to receive the following support services from DENSO CREATE during the term of the Agreement as set forth in the Article 4:
 - Free upgrade to a newer version
 - Technical support
 2. The Customer may receive technical support for the Product from DENSO CREATE via e-mail in Japanese. Technical support is available from 10:00 to 16:00 (Japan Standard Time) on business days (except Saturdays, Sundays, and special holidays of DENSO CREATE) determined by DENSO CREATE. However, if technical support is provided by a sales partner designated by DENSO CREATE, the reception hours shall be those determined by the sales partner.
2. Restrictions of support services: The following items shall not be included in the support services set forth in the Paragraph 1:
 - On-site support to the Customer
 - Services for failures caused by reasons attributable to the Customer or a third party, such as improper use, misuse, intentional or gross negligence, or accident of the Product
 - Services for failures caused by natural disasters
 - Services for failures caused by factors other than this Product
 - Guidance on the operation of the Product
3. Confidentiality: Neither DENSO CREATE nor the Customer may leak any secrets of the other party (hereinafter referred to as "Discloser" and the other party as "Disclosed Party") that DENSO CREATE learns or becomes aware of in connection with the performance of the Support Service, not only during the term of the Support Service but also after the expiration or termination thereof, to any third party. However, this shall not apply to any of the following:
 - Information that was public knowledge at the time the Customer agreed to this Agreement
 - Information that became public knowledge after the Customer's consent to this Agreement not through intentional or negligent act on the part of the Disclosed Party

- Information that was already in the possession of the Disclosed Party at the time the Customer agreed to this Agreement
- Information that was lawfully obtained by the Disclosed Party from a third party without any obligation of confidentiality

Article 7: Relationship with License Agreement

1. The License Agreement shall apply to any matter not stipulated in this Agreement.
2. In the event of any conflict between the terms of this Agreement and those of the License Agreement, the terms of this Agreement shall prevail.

Article 8: Restrictions of Liability

1. DENSO CREATE shall not be liable for any loss of the Customer incurred as a result of this Agreement.
2. DENSO CREATE reserves the right to modify or discontinue this Procedure without prior permission of the Customer.

(Revision)

- Established on October 1, 2020
- Revised on October 14, 2021
- Revised on August 30, 2023