

TimeTracker FX/NX Maintenance Service Pack Terms and Conditions

DENSO CREATE INC. (hereinafter referred to as "DENSO CREATE") provides maintenance services for TimeTracker FX or TimeTracker NX ("Product") to the customer ("Customer") under the terms and conditions set forth in this TimeTracker FX/NX Maintenance Service Pack Terms and Conditions ("Agreement"). The maintenance service for the Product will be provided to the Customer in accordance with the terms and conditions set forth in this Agreement.

Article 1: Maintenance Services

1. The Customer shall be entitled to receive the following maintenance services ("Maintenance Services") for the editions and number of licenses licensed by DENSO CREATE:
 - The Customer shall be entitled to receive the version upgrades performed by DENSO CREATE free of charge
 - If the Customer changes the Product to a higher edition, the Customer may purchase the new edition at a discount price determined by DENSO CREATE
 - Technical support is available
2. If the Product is changed due to a version upgrade or edition change by DENSO CREATE, the Maintenance Services of the changed Product shall succeed this Agreement, together with the Agreement Term. The Customer is unable to receive the Maintenance Services of the Product described in this Agreement hereafter.
3. The Customer may receive technical support for the Product from DENSO CREATE by e-mail in Japanese. Unless otherwise agreed by DENSO CREATE in advance, the hours of technical support shall be from 10:00 a.m. to 4:00 p.m. (Japan Standard Time) on business days (except Saturdays, Sundays, and special holidays of DENSO CREATE) as determined by DENSO CREATE.
4. The Customer may not sell, transfer, or lend this Agreement to any third party without the prior permission of DENSO CREATE.

Article 2: Valid Term of Maintenance Services

1. DENSO CREATE shall provide the Maintenance Services during the "Term of Maintenance Agreement" notified by DENSO CREATE.
2. The date of commencement of this Agreement shall be the date of delivery notified by DENSO CREATE.

Article 3: Pricing of Maintenance Services

1. If the Customer newly purchases the Product, the Maintenance Services fee shall be free of charge for one year from the date of user registration.
2. The Customer shall pay the contract fee (normally, 15% of the standard price corresponding to the number of licenses of the Product that the Customer is authorized to use) in accordance with the terms and conditions set forth in the order form exchanged between the Customer and DENSO CREATE or its distributor.
3. If the Customer adds additional licenses of the Product during the term of this Agreement ("Additional Licenses"), the Customer shall receive a discount on the fee for this Agreement based on the start date

of use of the Additional Licenses at the time of renewal of this Agreement.

4. If the period from the start date of the Maintenance Services to the last date of it is less than one (1) year, the Agreement fee shall be discounted based on the period.
5. DENSO CREATE may revise the contract fee by notifying the Customer in writing at least three months prior to the end of the contract period.

Article 4: Renewal and Termination of Maintenance Services

1. If there is no notification of termination by the Customer or DENSO CREATE in the manner prescribed by DENSO CREATE at least thirty (30) days prior to the expiration date of the contract term, the maintenance service contract term shall be automatically renewed for another one (1) year under the same conditions, and the same shall apply thereafter. However, this shall not apply to cases where DENSO CREATE separately approves it.
2. The Customer may not terminate this Agreement before the expiration of the Maintenance Services Agreement.

Article 5: Restrictions

1. The Maintenance Services stipulated in the Article 1 shall not include the following items:
 - On-site support to Customer
 - Services for failures caused by reasons attributable to 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 the Product of DENSO CREATE
 - Guidance regarding the operation of the Product
2. DENSO CREATE shall not be liable for any loss to the Customer arising out of this Agreement.
3. The Customer agrees that this Agreement may be modified or terminated by DENSO CREATE without prior permission of the Customer

Article 6: Customer's Responsibility

1. The Customer shall ensure the appropriate operating environment for the Product, comply with any instructions given by DENSO CREATE for this purpose, and take any other measures necessary for DENSO CREATE to perform the Services.
2. The Customer shall be responsible for taking appropriate measures to protect its own data, information, etc. recorded in the equipment owned or occupied by the Customer.

Article 7: Cancellation of this Agreement

1. DENSO CREATE may immediately terminate this Agreement if the Customer falls under any of the following items:
 - When the Customer violates this Agreement and does not correct the violation despite requirements by DENSO CREATE with a reasonable period of time specified
 - When the Customer passes a resolution for dissolution of the company
 - When a provisional seizure, provisional disposition, compulsory execution, or auction is filed against the Customer
 - When a bankruptcy, civil rehabilitation, or corporate rehabilitation is filed or received

- 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")
 - 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
 - When the Customer associates with Anti-Social Forces
 - When the Customer has anything to do with Anti-Social Forces
2. In the event of cancellation of this Agreement, the contract fee received by DENSO CREATE under this Agreement shall not be refunded.
 3. If there is any unpaid contract fee at the time of termination of this Agreement, the Customer shall not be exempted from responsibility for payment to DENSO CREATE.

Article 8: Confidentiality

1. Neither DENSO CREATE nor the Customer may leak any secrets of the other party (hereinafter referred to as the "Discloser" and the other party as the "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 9: Handling of Personal Information

1. The Customer agrees that DENSO CREATE may collect and use personal information, such as name, address, and other information about users provided by or belonging to the Customer, obtained in the course of the Maintenance Services ("Personal Information"), for the purpose of providing the Maintenance Services. DENSO CREATE shall take security control measures required by applicable laws and regulations in processing the Personal Information.
2. The Customer agrees to provide this Personal Information to the subcontractors that DENSO CREATE uses to perform the acts described in the preceding paragraph.
3. The Customer may request to the following contact for inquiry, correction in case of error, or deletion of the Personal Information. DENSO CREATE will disclose, correct, or delete the Personal Information within a reasonable period of time after confirming that the request is made by the Customer.
 - Contact: DENSO CREATE INC. TimeTracker Sales Team (ttsales@denso-create.jp)
4. If this Agreement is a result from sales activities of a partner company of DENSO CREATE, Personal Information collected upon this Agreement may be shared with a concerned partner company of DENSO CREATE for using it.

Article 10: Consultation

1. 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.

Article 11: Governing Law

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.

(Revision)

- Established on January 30, 2018
- Revised on October 1, 2020
- Revised on October 14, 2021
- Revised on June 13, 2022
- Revised on August 30, 2023