

Software as a Service (“SaaS”) Agreement

Last updated: November 13, 2020

PLEASE READ ALL OF THE FOLLOWING SOFTWARE AS A SERVICE AGREEMENT (“AGREEMENT”) CAREFULLY AS IT CONTAINS INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS, EXCLUSIONS, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN LOGOPT CO., LTD. (“LogOpt”) AND YOU AND/OR THE ENTITY YOU REPRESENT (“you” or “Client”). LOGOPT IS WILLING TO PROVIDE YOU ACCESS TO LOGOPT’S CLOUD-BASED SERVICE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL USING THE SERVICE, “CLIENT” REFERS TO YOU INDIVIDUALLY; IF YOU ARE ACCESSING THE SERVICE ON BEHALF OF AN ENTITY, “CLIENT” REFERS TO THAT ENTITY. EACH MAY BE REFERRED TO AS THE “PARTY” OR, COLLECTIVELY, AS THE “PARTIES.”

BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE SERVICE.

1. Definitions

- a “Content” means any data, information, web designs, documents, libraries, software, products, and services contained or made available to Client in the course of using the Service.
- b “Client Data” means any data, information, and any other information or material provided or submitted by Client and/or User to the Service in the course of using the Service.
- c “Service Generated Content” means any documents and associated intellectual property generated or created for Client through the Service, or any other data or information derived through the Service.
- d “LogOpt Technology” means all of LogOpt’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques,

designs, and other tangible or intangible technical material or information) made available to Client by LogOpt in providing the Service.

- e “Service(s)” means the specific edition of LogOpt software, platform, or other services developed, operated, and maintained by LogOpt, that are accessible via LogOpt’s cloud-based web service at designated website or IP address, or ancillary online or offline products and services provided to Client by LogOpt, to which Client is being granted access under this Agreement, including the LogOpt Technology and the Content.
- f “User(s)” means individual Clients or Client employees, representatives, consultants, contractors, Clients, or agents who have submitted their identifications and passwords and have been authorized to use the Service.

2. Conclusion of contract

- a The user can use the service by applying for the service and obtaining consent of LogOpt.
- b we may not accept the application for registration of use by the following reason.
 - i. Client makes a false application;
 - i. Client may neglect to pay the fee for using the cloud service;
 - ii. it is technically difficult to provide cloud services;
 - iii. Client has violated the contract with us in the past;
 - iv. or any other Client’s actions that LogOpt deems inappropriate.
- c If there is a change in the user-related matters stated at the time of application, Client should promptly notify it by the method prescribed by LogOpt.

3. License & Limitations

- a. LogOpt hereby grants Client a nonexclusive, nontransferable, worldwide license to use the Service, solely for executing such as simulation, optimization, or analysis, obtaining and exporting service generated result, subject to the terms and conditions of this Agreement and any associated documentation (including any restrictions set forth on www.logopt.com). The exact set of services available to the User may depend on the User’s subscription status and type. All rights not expressly granted to Client are reserved by LogOpt and its licensors. Client may not access or use the Service for any other purposes or in connection with third party applications, software, or programs not provided by LogOpt, except with LogOpt’s prior written consent. Client shall not
 - i. license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
 - ii. modify or make derivative works based upon the Service or the Content;

- iii. “frame” or “mirror” any Content on any other server or wireless or Internet-based device;
 - iv. or reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
- b. Client shall not:
- i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
 - ii. send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
 - iii. send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs;
 - iv. interfere with or disrupt the integrity or performance of the Service or the data contained therein;
 - v. or attempt to gain unauthorized access to the Service or its related systems or networks.

4. Service Upgrades, Maintenance and Support

- a. During the term of this Agreement, Client shall be entitled to web application software upgrades as provided in the sole discretion of LogOpt. Upgrades shall be limited to the specific edition of the Service for which the Client is licensed.
- b. During the term of this Agreement, LogOpt shall be responsible for providing maintenance and support for the LogOpt Technology. All items delivered by LogOpt in providing such support, including error corrections and upgrades, shall be deemed part of the Services and shall be subject to all terms and conditions of this Agreement.
- c. Technical support for the Service is provided to Clients and is available via email communication. Support is subject to any applicable LogOpt support policies and does not cover (and LogOpt is not responsible for) issues arising from:
 - i. Client equipment, software, network connections or other infrastructure;
 - ii. use of the Service by Client in a manner not consistent with its documentation,
 - iii. modifications to the Service by any party other than Client, third party acts, services or systems, or
 - iv. general Internet problems, force majeure events or other factors outside of LogOpt’s reasonable control.

5. Client Responsibilities

Client is solely responsible for all activity occurring under Client's User accounts and shall abide by all applicable local, national, and foreign, laws, treaties and regulations in connection with Client's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. Client shall:

- a. notify LogOpt immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- b. report to LogOpt immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client or Client Users; and
- c. not impersonate another LogOpt user or provide false identity information to gain access to or use the Service.

6. Privacy

Client agrees to accept and be bound by LogOpt's Privacy Policy, available at www.logopt.com. Client shall be wholly responsible for ensuring that its employees, contractors, and customers (including students using the LogOpt Technology and Service), are made aware of this Privacy Policy and that the appropriate consents have been obtained from them to collect, store and use their information on the Service.

7. Account Information and Client Data

LogOpt does not own any Client Data. However, Client grants LogOpt a limited, non-exclusive license during the Term to use the Client Data for purposes of providing the Service. Client, not LogOpt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, or right to display, share, or otherwise use all Client Data, and LogOpt shall not under any circumstances be responsible or liable for Client's upload and use of Client Data on the Service or for the deletion, correction, destruction, damage, loss or failure to store any Client Data. In the event this Agreement is terminated for any reason, LogOpt will permanently delete any Client Data within thirty (30) days following termination.

8. Service Generated Content

Client shall own all right, title, and interest in and to the Service Generated Content. Notwithstanding the foregoing, Client grants LogOpt a non-exclusive, non-transferable, non-sublicenseable license to use the Service Generated Content during the term for purposes of providing the Service. Although Client can export the Service Generated Content in an Excel,

text, or other available format during the Term, LogOpt does not store any Service Generated Content following termination of this Agreement (for any reason) without user consent. Upon termination of this Agreement for any reason, all Service Generated Content on the Service shall be deleted without further notice and without liability to LogOpt.

9. Intellectual Property Ownership

LogOpt (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related intellectual property rights, in and to the LogOpt Technology, the Content, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the LogOpt Technology or the intellectual property rights owned by LogOpt. LogOpt's name, logo, and the product names associated with the Service are trademarks of LogOpt or third parties, and no right or license is granted to use them.

10. Fees and Charges

Fees and any other charges for the use of the Service may change from time to time. If LogOpt changes them, LogOpt will give you at least 30 days' notice. After change, your continued use of the Service, as the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs. You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction. LogOpt shall not refund to Client under any circumstance.

11. Accessibility and Function

You agree that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation:

- a equipment (hardware) malfunctions;
- b software malfunctions;
- c periodic maintenance procedures or repairs which LogOpt may undertake from time to time; or
- d causes beyond the reasonable control of LogOpt or which causes are not reasonably foreseeable by LogOpt. LogOpt is not responsible, directly or indirectly, for the performance and/or reliability of third party vendor/distributor system, equipment or otherwise, or your Internet Service Provider ("ISP").

12. Equipment

You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Service, all hardware, software, electrical and other physical requirements for your use of the Service including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the Service.

13. Downtime

Client acknowledges and agrees that LogOpt may need to suspend performance under this Agreement in the event LogOpt's access to necessary third-party technology is interrupted. LogOpt will make best efforts to secure an adequate substitute so as to resume providing the Services as quickly as possible, and in any event, LogOpt will use commercially reasonable efforts to give notice to Client of any scheduled downtime associated with upgrades and maintenance to the Services via email communication or posted to Client's account.

14. Nonpayment and Suspension

In addition to any other rights granted to LogOpt herein, LogOpt further reserves the right to suspend or terminate this Agreement and Client's access to the Service if Client's account becomes delinquent. Delinquent invoices and accounts are subject to interest of one (1.0) percent per month, (12% annum) on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Client will continue to be charged for the Service during any period of suspension. If Client initiates termination of this Agreement, Client will be obligated to pay all required fees up to the date of termination. Client agrees that LogOpt may bill Client for any such unpaid fees. Client agrees and acknowledges that LogOpt has no obligation to retain Client Data and Service Generated Content and that such Client Data and Service Generated Content may be irretrievably deleted if Client's account is 30 days or more past due.

15. Termination

This Agreement commences upon your first use of the Service and will continue until terminated hereunder. You may terminate this Agreement by discontinuing your use of the Service and cancelling your account. LogOpt, in its sole and unfettered discretion, may terminate your access to the Service for any reason including, without limitation, your breach of this Agreement. You agree that any termination of your access to the Service may be effected without prior notice, and you agree that: 1) LogOpt may immediately deactivate or delete any of your accounts and all related information and files in such accounts; and 2) bar any subsequent access to the Service, Client Data, or Service Generated Content. You agree

that LogOpt shall not be liable to you for any costs or damages of any kind for or resulting from any termination of your Service access. LogOpt reserves the right to block users from certain IP addresses from accessing the Service. Upon termination of this Agreement, you must pay the fees applicable for the balance of the then current billing period. All provisions of this Agreement that by their nature should survive termination of your right to use the Service shall survive (including, without limitation, all limits on liability, releases, disclaimers of warranties, indemnification obligations, and intellectual property protections and licenses).

16. Discontinuance of Service

LogOpt reserves the right to modify or discontinue, temporarily or permanently, any portion of the Service without prior notice. You agree that LogOpt shall not be liable to you or to any third party for any modification or discontinuance of any portion of the Service.

17. Changes

LogOpt reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions to any use of the Service. Such modifications and additional terms and conditions will be effective at the time of notifying the User and incorporated into this Agreement. We will notify you of amended terms by posting them on www.logopt.com or sending to your email. However, if the additions or changes are not significant, they can be implemented without notice. Use of the Service after posting of amended terms will be governed by those amended terms. These terms will govern any disputes arising before the effective date of the amended terms.

18. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. LogOpt represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online LogOpt help documentation, if available, under normal use and circumstances. Client represents and warrants that Client has not falsely identified Client nor provided any false information to gain access to the Service and that Client's billing information, if required, is correct. Client further represents and warrants that it owns, or has obtained all necessary third party licenses and permissions to use, the Client Data provided hereunder, and that such Client Data does not infringe the right of privacy, publicity, or the intellectual property rights of any third party.

19. Indemnification

Client shall indemnify, defend and hold LogOpt, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Client Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Client of Client's representations and warranties; or (iii) a claim arising from the breach by Client or Client Users of this Agreement.

20. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. LOGOPT NEITHER WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES LOGOPT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. LOGOPT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LOGOPT DOES NOT WARRANT THAT THE SERVICE AND ANY LOGOPT TECHNOLOGY WILL MEET YOUR NEEDS OR REQUIREMENTS. ANY WARRANTIES IMPLIED BY LAW, BY THE COURSE OF DEALING BETWEEN THE PARTIES, OR OTHERWISE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. LOGOPT DOES NOT WARRANT THAT THE USE OF THE SERVICE ALLOWED HEREUNDER SHALL RESULT IN ANY PARTICULAR LEVEL OR TYPE OF FINANCIAL RESULTS FOR YOU.

21. Limitation of Liability

IN NO EVENT SHALL LOGOPT'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CLIENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. UNDER NO CIRCUMSTANCES SHALL LOGOPT, DIRECTLY OR INDIRECTLY, BE LIABLE TO CLIENT OR ANY OTHER PERSON, ENTITY, PARTNERSHIP, ORGANIZATION, ASSOCIATION OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET IN GENERAL, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, USER'S USE OR INABILITY TO

USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, LOSS OR THEFT OF ANY CLIENT DATA UPLOADED BY CLIENT, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PARTY ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE AND EVEN IF LOGOPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH.

22. Assignment; Change in Control

This Agreement may not be assigned by Client without the prior written approval of LogOpt but may be assigned without Client's consent by LogOpt to (i) an acquirer of assets, or (ii) a successor by merger. Any purported assignment in violation of this section shall be void.

23. Miscellaneous

- a. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of Japan without reference to principles of conflict of laws.
- b. Not a Partnership. No joint venture, partnership, employment, or agency relationship exists between Client and LogOpt as a result of this Agreement or use of the Service.
- c. No Waiver. The failure of LogOpt to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LogOpt in writing.
- d. Acknowledgement. You acknowledge that: (a) You have read and understands this Agreement; (b) You had an opportunity to have its legal counsel review this Agreement; (c) that this Agreement has the same force and effect as a signed agreement; and (d) you as the individual accepting this Agreement, on behalf of a corporation or other legal entity do personally represent that you are duly authorized to accept this Agreement on behalf of such entity and that this Agreement is binding upon such entity.