

The user of SFR-Fit provided by Leader Electronics Corporation (hereinafter referred to as the "Company") shall be limited to the one who reads all the provisions of these SFR-Fit Terms of Use (hereinafter referred to as the "Terms") and intends to comply with the Terms. The user of SFR-Fit shall agree to the Terms and use SFR-Fit under the Terms. The one who starts to use SFR-Fit shall be deemed to have agreed to the Terms. The user of SFR-Fit shall be limited to a corporate business entity.

Currently, the Fee Version Product is not available, and you cannot make an application for the Fee Version Product.

Chapter 1. Definitions

Article 1. Definitions

The definitions of the following terms used in the Terms shall be as follows:

1. "SFR-Fit" or "Product" shall mean FS3170 MFT measurement software provided by the Company and the software (including any new version) as described in the "SFR-Fit Specification" separately set forth by the Company.
2. "Customer" shall mean an entity which uses the Fee Version Product and shall be limited to a corporate business entity.
3. "Trial User" shall mean an entity which uses the Trial Version Product and shall be limited to a corporate business entity.
4. "User" shall mean Customer and Trial User.
5. "Fee Version Product" shall mean the Product where the user of the Product pays license fees to the Company.
6. "Trial Version Product" shall mean the Product where the user of the Product uses the Product for trial purposes, and does not pay license fees to the Company.
7. "User Equipment" shall mean, except the Product, the terminal equipment, peripheral equipment, the communication facilities and communication networks for connection to the Product (whether established by the User itself or used by the User on a contract with a third party) necessary for the User to use the Product.

Chapter 2. Fee Version Product

Currently, the Fee Version Product is not available, and you cannot make an application for the Fee Version Product.

The provisions of Chapter 2 shall be applied to the Fee Version Product.

Article 2. Application for Use and Formation of Agreement

1. An application for use of the Product may be made by an applicant in accordance with the Company's prescribed procedures. Applications for use of the Product shall be limited to corporate business entities. When an applicant for use of the Product makes an application for use of the Product in accordance with the Company's prescribed procedures and the Company accepts such application for use, an agreement for use under the Terms (hereinafter referred to as the "Agreement") shall be formed between the applicant for use and the Company.
2. In the event an application for use of the Product is made, the applicant's entity name, address, contact name, department/section name, e-mail address, telephone number, and other matters specified by the Company (hereinafter collectively referred to as the

"Applicant Information, etc.") shall be submitted to the Company in accordance with the Company's prescribed procedures. In addition, the applicant for use may be required to submit to the Company documents proving the facts of the Applicant Information, etc.

3. With regard to the application for use of the Product from the applicant for use of the Product, the Company may examine the Applicant Information, etc. for confirmation. Therefore, it may take time for the applicant for use to start using the Product, or the Company may decline the application for use of the Product by the applicant.
4. In the event that an application for use of the Product falls under any of the following items, the Company will decline the application for use of the Product and is not required to disclose the reason thereof.
 - (1) In the event an application for use is made with untrue information.
 - (2) In the event the applicant for use has in the past failed to fulfill its contractual obligation with respect to the products, services and so on the Company provides, or the Company judges that it is likely to fail in the future.
 - (3) In the event the applicant for use is a gang, a gangster, a person who has not been a gangster for the past five years, a quasi-gangster, a gang-affiliated company, a corporate extortionist, a person who pretends to be a person professing a social movement, a special intelligent violent group, or any other similar person (hereinafter referred to as "Anti-Social Forces, etc."), or the Company judges that such applicant is engaged in or associated with Anti-Social Forces, etc. by cooperation with or involvement in the maintenance, operation or management of Anti-Social Forces, etc. through the provision of funds or other means.
 - (4) In the event the Company judges that the license for use of the Product to the applicant for use is difficult for reasonable reasons.
 - (5) In the event the Company judges that the license for use of the Product to the applicant for use is likely to significantly interfere with the operation of the Company's business.

Article 3. Agreement Period and License for Use of the Product

1. The initial period of the Agreement starts from the time when the Agreement is formed in accordance with Article 2, paragraph 1 and ends one year from the 1st of the month following the month when the Agreement is formed.
2. The Agreement may be renewed for one more year after the initial period of the Agreement by the Customer's application for renewal of the Agreement in accordance with the Company's prescribed procedures and the Company's acceptance thereto. The same treatment shall be applied after the expiration of the renewed period of the Agreement.
3. If the Customer does not apply for a renewal of the Agreement in accordance with the Company's prescribed procedures, the Agreement ends at the time of the expiration of the period of the Agreement.
4. Only during the period of the Agreement, does the Company license the use of the Product to the Customer and the Customer may use the Product.
5. Only the Customer may use the Product on a single computer which the Customer installs the Product onto and activates the Product thereon.
6. When the Customer intends to use the Product on another computer because the computer which the Customer installs the Product onto and activates the Product thereon is broken, exchanged, and so on, the Customer shall notify the Company thereof and, in accordance with the Company's prescribed procedures, change the computer on which the Product is used. Provided, the number of changes of computer on which the Product is used is limited to three times during the period of the Agreement (the initial period or any one year renewed period). When the computer on which the Product is used is changed, the Product may not be used on the computer onto which the Product was installed prior to the change.

7. The Company may have an agent separately specified by the Company conduct the matters for the formation of the Agreement between the Company and the Customer and the matters for renewal of the period of the Agreement.
8. During the period of the Agreement, the Company provides the Customer with a support service as described in the "SFR-Fit Service Level Agreement" specified separately by the Company. The language of any inquiries and answers thereto for the support service shall be Japanese or English.
9. The time and date (year, month, date, time) of the formation, period and the time and date (year, month, date, time) of the end of the Agreement shall be determined by UTC (Coordinated Universal Time). Accordingly, the end time of the period of the Agreement shall be 9 a.m. Japan time.

Article 4. License Fees and Payments

1. The Customer shall pay the Company the license fees separately set forth by the Company on or before the deadline separately set forth by the Company. The Customer shall pay the Company the license fees in Japanese yen using a payment method separately set forth by the Company.
2. The Company may campaign for the Product and set a campaign price as the license fees.
3. License fees paid by the Customer to the Company shall not be refunded at all unless under applicable law the Company is obligated to refund in whole or in part to the Customer.
4. The Company may have an agent separately specified by the Company conduct the matters for the Customer's payment of the license fees to the Company.

Article 5. Termination by Customer

1. The Customer may immediately terminate the Agreement during the period of the Agreement by notifying the Company of the termination in accordance with the Company's prescribed procedures.
2. When the Customer immediately terminates the Agreement during the period of the Agreement, (i) the license fees paid by the Customer to the Company, including the portion of the license fees corresponding to the remaining period of the Agreement in the case of non-termination, shall not be refunded at all, unless, under applicable laws, the Company is obligated to refund the Customer in whole or in part and (ii) the Customer shall pay the Company the full amount of the unpaid license fees for the period of the Agreement in the case of non-termination, including the remaining period of the Agreement in the case of non-termination, unless, under applicable laws, the Customer is released from the obligation of the payment in whole or in part.

Chapter 3. Trial Version Product

The provisions of Chapter 3 shall be applied to the Trial Version Product.

Article 6. Application for Use and Formation of Agreement

1. An application for use of the Product may be made by an applicant in accordance with the Company's prescribed procedures. Applications for use of the Product shall be limited to corporate business entities. When an applicant for use of the Product makes an application for use of the Product in accordance with the Company's prescribed procedures and installs the Product onto the computer and activates the Product for the first time, an agreement for use under the Terms (hereinafter referred to as the "Trial Agreement") shall be formed between the applicant for use and the Company.
2. In the event an application for use of the Product is made, the applicant's entity name, address, contact name, department/section name, e-mail address, telephone number, and other matters specified by the Company (hereinafter collectively referred to as the

"Applicant Information, etc.") shall be submitted to the Company in accordance with the Company's prescribed procedures.

3. Only an applicant which has not used the Product (whether the Fee Version Product or the Trial Version Product) in the past may apply for use of the Product.
4. In the event that an application for use of the Product falls under any of the following items, the application for use of the Product cannot be made and the Product cannot be used.
 - (1) In the event an application for use is made with untrue information.
 - (2) In the event the applicant for use has in the past failed to fulfill its contractual obligation with respect to the products, services and so on the Company provides, or the Company judges that it is likely to fail in the future.
 - (3) In the event the applicant for use is a gang, a gangster, a person who has not been a gangster for the past five years, a quasi-gangster, a gang-affiliated company, a corporate extortionist, a person who pretends to be a person professing a social movement, a special intelligent violent group, or any other similar person (hereinafter referred to as "Anti-Social Forces, etc."), or the Company judges that it is engaged in or associated with Anti-Social Forces, etc. by the cooperation with or involvement in the maintenance, operation or management of Anti-Social Forces, etc. through the provision of funds or other means.
 - (4) In the event the Company judges that the license for use of the Product to the applicant for use is difficult for reasonable reasons.
 - (5) In the event the Company judges that the license for use of the Product to the applicant for use is likely to significantly interfere with the operation of the Company's business.

Article 7. Agreement Period and License for Use of the Product

1. The period of the Trial Agreement starts from the time when the Trial Agreement is formed in accordance with Article 6, paragraph 1, and the period of the Trial Agreement is thirty days starting from the date when the Trial Agreement is formed.
2. Only during the period of the Trial Agreement, does the Company license the use of the Product to the Trial User and the Trial User may, only for trial purposes, use the Product for free.
3. Only the Trial User may use the Product on a single computer which the Customer installs the Product onto and activates the Product thereon.
4. The time and date (year, month, date, time) of the formation, period and the time and date (year, month, date, time) of the end of the Trial Agreement shall be determined by UTC (Coordinated Universal Time). Accordingly, the end time of the period of the Trial Agreement shall be 9 a.m. Japan time.

Article 8. Termination by Trial User

The Trial User may immediately terminate the Agreement during the period of the Trial Agreement by notifying the Company of the termination in accordance with the Company's prescribed procedures.

Chapter 4. Applicant Information, etc.

Article 9. Change of Applicant Information, etc.

In the event of any change in the Applicant Information, etc., the following shall apply:

1. In the event of any change in the Applicant Information, etc., the User shall change the Applicant Information, etc. in accordance with the procedures specified by the Company.
2. If the User does not make any changes in accordance with the preceding paragraph, notwithstanding any change in the Applicant Information, etc., the Company shall not be liable for any inconvenience or damage caused to the User due to the

Company's notices to or contact with the User based on the pre-changed Applicant Information, etc. or failure to contact the User.

Article 10. Use of Applicant Information, etc.

1. The Company shall manage the Applicant Information, etc. submitted by the User with the care of a good manager and shall not use it for any purpose other than the provision of the Product without the consent of the User.
2. The Company may use the Applicant Information, etc. for the following purposes and the User consents to the same:
 - (1) For the provision, management or operation of the Product.
 - (2) For the Company to contact the User with respect to the Product or the Terms.
 - (3) For sending out information, etc. concerning campaigns, questionnaires, etc. or any other information, etc. concerning the Company's products or services, etc. to the User (if the Company is notified that the User does not wish to receive such information, etc., such information, etc. will not be sent after that).
 - (4) For sending out gifts, etc. in association with campaigns, questionnaires, etc.
3. Also, in the event that a notice to or contact with the User is not made even if the Company attempts to notify or contact the User based on the Applicant Information, etc., the Company shall not be liable for any inconvenience or damage caused to the User due to the Company's notices to or contact with the User based on the Applicant Information, etc. or failure to contact the User. In the event that the Company is unable to notify or contact the User based on the Applicant Information, etc., the Company may notify or contact the User based on any other information or by any other means, but the Company shall not be obliged to do this.
4. The Company may disclose the Applicant Information, etc. to a third party in accordance with a legal request (including a request based on a written inquiry of matters relating to a criminal investigation), a court judgment or decision, an order or request from an administrative agency, or any other legal procedures.
5. The handling of personal information contained in the Applicant Information, etc. shall be governed by the provisions of the Personal Information Protection Law and the Company's Personal Information Protection Policy (<https://www.leader.co.jp/privacy-policy>).

Chapter 5. User Equipment

Article 11. Establishment and Maintenance of User Equipment

The User shall, at the User's expense and responsibility, establish and maintain the User Equipment in compliance with the technical standards and technical requirements set forth in the "SFR-Fit Service Level Agreement". The technical standards and technical requirements set forth in the "SFR-Fit Service Level Agreement" may be changed from time to time due to changes to the Product, etc. Also in this case, the User shall, at the User's expense and responsibility, establish and maintain the User Equipment in compliance with the changed technical standards and technical requirements. The establishment and operating environment requirements of the User Equipment necessary for using the Product are as set forth in the "SFR-Fit Service Level Agreement".

Chapter 6. Miscellaneous

Article 12. End of Provision of the Product by the Company

1. When the Company intends to end the provision of the Fee Version Product, the Company will give the Customer a notice thereof made at least thirty days prior to the date of the end on the Company's Web page or by e-mail, etc. to the Customer. The Company shall not be able to conclude or renew the Agreement, including any period

after the date of the end of the provision of the Fee Version Product.

2. The Company may end the provision of the Trial Version Product without any advance notice. The Company shall not be able to conclude the Trial Agreement after the date of the end of the provision of the Trial Version Product.

Article 13. Prohibited Matters

1. The User shall not do any of the following:
 - (1) Modifying, translating, changing, revising or analyzing (including reverse engineering and reverse assembling) programs, software or documents (including drawings) constituting the Product (hereinafter referred to as "programs, etc. of the Product").
 - (2) Creating or providing derivative products or derivative services using the Product without the Company's permission.
 - (3) Assigning, lending or placing for the subject of pledge or any other security the programs, etc. of the Product to a third party.
 - (4) Having a third party use the Product.
 - (5) Infringing the Company's intellectual property rights or any other rights.
 - (6) Speaking ill of or slandering the Company, or damaging its fame or credibility.
 - (7) Interfering with the operation of the Company's business.
 - (8) Damaging the trust relationship between the Company and the User on which the provision of the Product by the Company to the User is based.
 - (9) Conducting any improper act equivalent to those of the preceding sub-paragraphs.
2. In the event that the User conducts any act that falls under any of the acts in the items in the preceding paragraph, the Company may, without any advance notice, immediately suspend the use of the Product, terminate the Agreement or the Trial Agreement, or take any other measures as the Company deems necessary.
3. The Company shall not be responsible in any way for direct, indirect or any other damage incurred by the User due to the Company's action taken under the preceding paragraph.

Article 14. Limitation of Liability and Dispute

1. Even in the event that the Company is liable to the User for damages in connection with the Agreement or the Trial Agreement with the User, the Terms or the provision of the Product, whether due to breach of contract (including the Terms), default, tort, or any other legal basis, also even if the Company has been informed in advance of the possibility of the occurrence of damages, the damages shall be limited to those which the User has suffered directly from the cause of the damages, shall not include indirect, accidental, incidental, consequential or special damages, and shall not include punitive damages. The limit on the damages the Company owes to the Customer shall be the total amount of license fees paid by the Customer to the Company during the past one year until the time of the occurrence of such damages. The Company's responsibility for damages to the Trial User shall arise only when the Company is intentionally or grossly negligent, and the limit on damages shall be limited to the amounts corresponding to the license fees for thirty days for the Product.
2. In the event the User causes damage to a third party with respect to the use of the Product, the User shall indemnify for such damage at the User's own expense and responsibility and shall not be entitled to claim any indemnification or compensation against the Company.
3. In the event any dispute arises between the User and a third party in connection with the use of the Product, the User shall settle such dispute at the User's responsibility and the User shall not be entitled to claim for arbitration or mediation for such dispute, request for relevant information or make any other claim against the Company.
4. In the event any dispute arises between the User and a third party in connection with the use of the Product, and if the Company has become liable for the damages to such

third party or any other liability for any reason attributable to the User or if the Company has borne the costs (including attorneys' fees) for the defense against any claim from such third party, the Company may claim for compensation of such damages or costs against the User.

5. In the event the User breaches the Agreement or the Trial Agreement and the Company suffers damage, the User shall indemnify the Company for the damage the Company has suffered.
6. The Company shall not be responsible for any damage which the User suffers because the User modifies, translates, changes or revises the programs, etc. of the Product.
7. The Company shall not be responsible for any damage which the User suffers because the User uses the Product in an environment other than the operating environment specified by the Company.

Article 15. Intellectual Property Rights, etc.

The rights to all programs, software, documents (including drawings), trademarks, trade names, etc. that constitute the Product, including all intellectual property rights (including copyrights and trade secrets) shall vest in the Company.

Article 16. Termination of Agreement

In the event the User falls under any one of the following items, the Company may immediately terminate the Agreement or the Trial Agreement without any advance notice to the User:

- (1) In the event the User violates any one of the provisions of the Terms.
- (2) In the event of any misrepresentation or omission in the Applicant Information, etc.
- (3) In the event the User commits an act in violation of Article 13, paragraph 1.
- (4) In the event that a motion for bankruptcy, corporate rehabilitation proceedings or civil rehabilitation proceedings has been filed against the User and a decision to commence such proceedings has been made, or the User itself has filed such motion.
- (5) In the event a motion for provisional attachment, provisional disposition, compulsory execution, auction sale, etc. is filed against the User. Provided, an event not affecting the performance of the Agreement or the Trial Agreement by the User is excluded.
- (6) In the event the User is subject to a disposition for suspension of dealings by a clearinghouse or a disposition for failure to pay taxes or other public charges or in the event of any event to be subject to such motion, disposition or notice has occurred.
- (7) In the event a notice to or contact from the Company based on the Applicant Information, etc. (i) is not delivered to the Customer within sixty days or more or (ii) is not delivered to the Trial User within five days or more.
- (8) If any event equivalent to those of the preceding sub-paragraphs arises.

Article 17. Termination of Agreement due to Relationship with Anti-Social Forces, etc.

1. The User represents, warrants and undertakes during the term of the Agreement or the Trial Agreement that the User or its officers or employees do not fall within any Anti-Social Forces, etc. and that the User does not fall under any of the following items:
 - (1) Having a relationship in which Anti-Social Forces, etc. are found to have control over the management.
 - (2) Having a relationship in which Anti-Social Forces, etc. are found to be substantially involved in the management.
 - (3) Having a relationship in which Anti-Social Forces, etc. are used unjustly such as for the purpose of intending to obtain unjust gain for the User or a third party or for the purpose of causing damage to a third party.
 - (4) Having a relationship in which funds, advantages or any other benefits are provided to Anti-Social Forces, etc.
 - (5) Having a relationship in which an officer or a person who is substantially involved

in the management has a relationship with Anti-Social Forces, etc. that should be socially criticized.

2. In the event the User is found to be in violation of the preceding paragraph, the Company may, without any advance notice, immediately terminate the Agreement or the Trial Agreement.

Article 18. Prohibition of Assignment, etc.

The User may not assign, lend or place for the subject of pledge or any other security its status as a party to the Agreement or the Trial Agreement or the right to use the Product.

Article 19. Consignment

The Company may consign all or part of the operations related to the provision of the Product to a third party without the consent of the User. Provided, in such a case, the Company will control the consignee at its responsibility.

Article 20. Governing Law and Dispute Resolution

1. The Terms, the Agreement and the Trial Agreement shall be governed by and construed in accordance with the laws of Japan, except for the choice of law provisions.
2. All disputes, controversies or differences which may arise out of or in connection with the Terms, the Agreement, the Trial Agreement or the Product between the User and the Company shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The language used in the arbitral proceedings shall be Japanese.

Article 21. Export Control

The User shall obtain the prescribed permission when conducting export transactions that require the permission specified in the Foreign Exchange and Foreign Trade Law (including related ministerial ordinances) in connection with the Product.

Article 22. Changes to the Terms or the Product

1. The Company may change the Terms or the contents of the Product. In this case, the Terms or the contents of the Product shall be based on the changed contents on and after the effective date of the change. In the event the Company changes the Terms or the contents of the Product, such change will be notified on the Company's Web page or by e-mail, etc. to the User at least forty days before the effective date of change in principle (notice by e-mail, etc. at least forty days before the effective date is made only to the Customer). By doing so, it shall be deemed that the User has been notified of the change regardless of whether the User is actually aware of the notice on the Company's Web page or the notice by e-mail, etc. Provided, prior notice or communication may be omitted in the event of minor changes not detrimental to the User, such as word amendments. If the User does not agree to the contents of the change, the User may not use the Product on and after the effective date of the change. If the User does not agree to the contents of the change, the User shall terminate the Agreement or the Trial Agreement in accordance with Article 5 or Article 8. If the User does not terminate the Agreement or the Trial Agreement, the User shall be deemed to have agreed to the contents of the change and the changed Terms or the Product will apply to the User on and after the effective date of the change.
2. When the Company changes the contents of the Product, the User shall change the Product by updates through the computer connection to the update site designated by the Company or any other method designated by the Company. The Company shall not be responsible for any damage which the User suffers because the User does not accept the change in the contents of the Product and continues to use the pre-changed Product.

Article 23. Other

1. With respect to the use of the Product, the contents of the Terms shall be the sole agreement between the User and the Company with respect to the subject matter of the Terms.
2. If any provision of the Terms is declared invalid or unenforceable by any court, etc., the Terms shall be amended so as to conform to the legal requirements of such court, etc. and the contents of such amendment shall automatically become a part of the Terms. If amendment is impossible, the invalid or unenforceable provision shall be deleted and the remaining provisions of the Terms shall remain in full force and effect unless there is a substantial departure from the intent expressed in the Terms.
3. In the event that the Agreement or the Trial Agreement is matured for the agreement period, cancelled, terminated or ends for any reason whatsoever, the User may not use the Product in any way after such time.
4. UTC (Coordinated Universal Time) shall be applied to the time and date (year, month, date, time) of the Product.
5. The Company cannot provide any specifications that are not included in the Terms or the contents of the Product, provide the Company's internal materials related to the Product, or respond to the User's request for any specific addition.
6. The "SFR-Fit Service Level Agreement" separately set forth by the Company applies to the provision of the Product. The "SFR-Fit Service Level Agreement" shall be a part of the Terms.
7. If the Customer does not pay any liabilities to the Company under the Terms after the due date for payment, the Customer shall pay the Company the amount calculated at the rate of 14.6% per annum for the period from the date following the due date for payment until full payment, as delay damages. The percentage per year shall be calculated on a prorated daily basis of 365 days per year even for the period including a leap year day.