dejiren chat License Agreement

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Important: Please read this dejiren chat License Agreement ("Agreement") carefully before using the dejiren chat ("Application"), so that the Customer may well understand the terms and conditions for obtaining a license to use the Application.

* What is written in this Agreement will be the terms and conditions of the agreement between the Customer and WingArc1st Inc., and its majority owned worldwide subsidiaries ("WingArc") concerning use of the Application. So, please retain a copy of this document if necessary.

If the Customer do not agree to any of the provisions in this Agreement, the Customer will be unable to use the Application so please immediately cease your use of the Application. If the Customer use the Application, WingArc will deem that the Customer have agreed to this Agreement and that this Agreement has been effectively made between the Customer and WingArc. WingArc will grand the Customer to use the Application in accordance with this Agreement.

If an individual indicating the above-mentioned agreement or disagreement is your representative or employee, such individual should represent and warrant that he/she is duly authorized to act on your behalf with binding effect, whereby his/her act will be done for and on behalf of the Customer and the effects of such act will belong to the Customer.

In this Agreement, "Customer" means an entity (or a similar organization) which will obtain the Application and the license for such Application and use the Application.

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1. <u>Grant of License</u>

1.1 WingArc will grant the Customer a non-exclusive, non-transferable license to use the Application on one mobile terminal in accordance with the provisions of this Agreement. The available period of the Application will start from the day the Application is first used on your mobile terminal and continue until expiration of the license for the Application designated by WingArc ("Period of Use").

2. <u>Prohibitions</u>

2.1 The Customer shall not use the Application for purposes other than the Customer's internal business purpose.

2.2 The Customer shall not transfer, sell, sublease, sublicense or otherwise dispose of the Application or any copy thereof to any third party for any reason, or use the same for commercial purposes such as hosting service or any other similar purpose without obtaining prior written consent of WingArc.

2.3 The Customer shall not directly or indirectly export, re-export, re-sell or ship the Application to a third party, under any circumstance, or cause such third party to use the same without obtaining all the necessary approval of the relevant governments. Even if the Customer obtain the above-mentioned consent and approvals, the Customer will comply with all applicable export and import laws and regulations of the US and other foreign governments concerned ("Export and Import Regulations") in using the Application (including its technical data). the Customer will agree that the Application or any of its direct products will not be exported, directly or indirectly, in breach of the Export and Import Regulations, or used for any purpose that may violate the Export and Import Regulations (including, but not limited to, for purposes of proliferation of nuclear, chemical or biological weapons, or development of missile technology).

2.4 The Customer shall not adapt, modify, reverse engineer, decompile or disassemble the Application or commit any other similar act at any time. the Customer shall not use the Application in such manner as not described in the related materials of the Application including a user manual and documentation thereof.

2.5 The Customer shall neither remove nor change the copyright notice or other indications of the Application.

2.6 The Customer shall not pretend to be another person and using the Application, or attempt an unauthorized access to the Application, another person's account or computer system, or a network that is connected to the Application, by password mining or other means.

2.7 The Customer shall not obstruct or may obstruct the use or the operations of facilities of WingArc or others, or facilities for internet connection services.

2.8 The Customer shall not of send or post hazardous computer programs, such as viruses.

2.9 The Customer shall not infringe upon or may infringe upon the rights of WingArc or a third party, such as rights concerning the honor, privacy, trust or proprietary right.

2.10 The Customer shall not illegally collect, disclose or provide personal information, registration information, usage history information of others.

2.11 The Customer shall not post or send any expressions that lead to discrimination by race, nationality, creed, gender, social status, or family origin, violent expressions, expressions that amount to child pornography or abuse, any expression that induces or encourages illegal activity, or any other expression that is offensive to others, including antisocial content.

2.12 The Customer shall not engage in sexual or obscene acts or any other purpose other than the intended use of this Application.

2.13 The Customer shall not breach the laws, regulations or ordinances, or act that are against public order and morality.

2.14 The Customer shall not breach the general handling guidelines such as the user manual specified by WingArc, or the restrictions on use of this Application notified by WingArc.

2.15 The Customer shall not perform any action that interfere with the operation of this Application provided by WingArc.

2.16 The Customer shall not perform any actions that WingArc deems inappropriate for the purposes of the preceding items.

3. Copyright

3.1 The Application is the product in possession of or distributed by WingArc, which is protected under the Copyright Law and other intellectual property related laws of Japan.

3.2 The Customer are granted the license to use the Application, which is governed by this Agreement. The Customer are expressly or impliedly granted no right to the Application for any purpose other than those set forth in this Agreement. WingArc or the original proprietor of the Application holds and will hold any and all rights and interests to the Application including intellectual property right thereto in any respect.

3.3 The Customer retains the right to the content of the message posted and sent using this Application (hereinafter referred to as "Input Message"). WingArc does not acquire such right unless otherwise specified in this Agreement. Provided, however, that WingArc may confirm the Input Message when it is necessary to confirm the law or the the Customer's use, as long as the law is not violated. Notwithstanding the above, WingArc may confirm the Input Message of the Customer when it is necessary to confirm the law or the usage situation of the the Customer, as long as it does not violate the law.

3.4 Notwithstanding Article 3.3, in case that WingArc finds that the Input Message violates or may violate the law or this Agreement, or it is reasonably necessary for WingArc's business, WingArc may restrict the use of this Application by deleting the Input Message without prior notice to the customer.

4. Gathering of Information

4.1 WingArc may acquire information regarding the use of this Application by the Customer (hereinafter referred to as "Usage Information") for the purpose of improving the function of this Application, improving the quality, and grasping the usage status. The Customer agree that the Application may send these Usage Information to WingArc.

4.2 WingArc will not use the Usage Information for purposes other than those stated in the preceding paragraph and the Privacy Policy(https://corp.wingarc.com/en/privacy_policy/index.html), and will not disclose the Usage Information to third parties without the prior written consent of the Customer; provided, however, that if WingArc is required to disclose the Usage Information due to an order, request or demand issued under laws and regulations or by a court or government agency.

5. Limited Warranty and Limitations of Liability

5.1 The Application will be provided to the Customer on an "as is" basis. WingArc disclaims any and all warranties and liability including any expressed or implied warranties regarding the absence of errors in this Application, infringement of third party rights, merchantability, or fitness for a particular purpose regarding your use of the Application.

5.2 WingArc shall be liable for damages that are directly and actually suffered by the Customer due to reasons attributable to WingArc, up to a maximum of the most recent six months' worth of Usage Fees (referring to the usage fees for the cloud service that is the premise of the Application) that WingArc has received from the Customer in relation to the Application that caused such damage. However, WingArc shall not be liable for any damages, whether direct or indirect, arising from special circumstances (including, but not limited to cases where WingArc should have foreseen the occurrence of the damages), lost profits, damages, or losses due to loss or corruption of data, incidental, consequential, compensatory, or punitive damages.

5.3 Notwithstanding the preceding paragraph, if this Agreement constitutes a consumer contract as defined in the Consumer Contract Act, the provisions stating the limitations of WingArc's liability for damages in the preceding paragraph shall not apply if the cause of WingArc's liability to the Customer is WingArc's intentional or gross negligence.

6. Temporary Suspension, Stoppage of Application

6.1 In the event that a situation that falls under any of the categories below occurs, or any similar situation is recognized by WingArc, WingArc may temporarily suspend or stop all or part of the use of the Application, and shall not bear any responsibility whatsoever with regard to the same. (a) In the event that a discontinuance of a project for the maintenance or construction, or a malfunctioning of the WingArc's service system (meaning the facility necessary for the use of the application, installed by WingArc, and the same shall apply hereinafter) occurs, or when there are other inevitable causes; (b) In the event that a power/telecommunication business operator discontinues or stops its operations concerning power or telecommunication; (c) In the event that a situation that goes beyond the reasonable control of WingArc (force majeure, acts of the government, pandemic, floods, fire, earthquakes, riots, acts of terrorism, strikes and other labor disputes) takes place; (d) In the event that there has been, or it is possible that there has been, an unauthorized access to WingArc's facilities; (e) In the event that any conditions for the discontinuance or stoppage, of any services associated with the Application are set, and such conditions are met; and (f) In the event that WingArc decides that the temporary suspend or stoppage of the Application is necessary in appropriately managing the Application.

6.2 In addition to the above paragraph, in the event of an emergency, or when there is a possibility of such emergency occurring, WingArc may take measures such as suspend or stop all or part of the availability of the Application, in order to handle with priority urgent matters such as disaster prevention or relief, securing transportation, telecommunication or power supply, or matters that are urgent in light of securing public interests, and WingArc shall not be responsible for any consequences whatsoever arising in connection with the above.

6.3 In the event that WingArc intends to suspend or stop the Application in accordance with the previous two paragraphs, WingArc

notifies the Customer in a manner defined by WingArc in advance. However, when notification is virtually impossible or WingArc judges it urgent and unavoidable, WingArc may suspend or stop Application without notifying the Customer.

7.   Suspension, Stoppage of Application due to the Customer's reasons

7.1   In the event of any situation that falls under or is similar to the situations in the following categories, WingArc may suspend or stop all or part of the availability of the Application with regard to the Customer, limiting the time period, and WingArc shall not be responsible for any consequences whatsoever arising in connection with the above. (a) In the event that the Customer's monetary obligation owed to WingArc is not performed; (b) In the event that the Customer breaches the provisions in Article 2 (Prohibitions); (c) In the event that the Customer has been subject to a petition for provisional seizure, provisional disposition, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation or in the event that the Customer himself/herself files a petition for the same; (d) In the event that a disposition of delinquency or an enforcement is imposed upon the Customer regarding taxes and public dues, or in the event that the Customer is subject to other dispositions by a relevant authority or a disposition for trading suspension at a clearing house;(e) In the event that the Customer has been subject to an operation suspension disposition or cancellation of its business license or business registration from a supervisory authority; (f) In the event that the Customer passes a resolution to abolish its business or to dissolve; (g) In the event that there is a factor that indicates the worsening of the Customer's economic credit standing such as a payment suspension or the commencement of voluntary liquidation, or in the event that there is a factor that reasonably indicates the possibility of such worsening; (h) In the event that WingArc considers that the Customer has engaged in an act that breaches the Terms, and that may obstruct the implementation of WingArc's operations or the service system; and (i) In the event that WingArc decides that the use of the Application by the Customer may do harm to the benefit of WingArc or the other customer, and when there are no other effective measures that can be taken in order to secure such benefits.

7.2   In the event that WingArc intends to suspend or stop the Application in accordance with the provisions in the previous paragraph, WingArc notifies the Customer in a manner defined by WingArc in advance. However, when notification is virtually impossible or WingArc judges it urgent and unavoidable, WingArc may suspend or stop the Application without notifying the Customer.

7.3   In the event that the period of suspension or stoppage of the Application based on this Article exceeds 30 days, WingArc shall bear no liability for loss of Stored Data.

8.   Term of Agreement

8.1   This Agreement will become effective on the day on which the Customer commence the use of the Application and remain in full force until expiration of the Period of Use.

8.2   Should the Customer breach any one of the provisions of this Agreement, WingArc may make any and all rights granted the Customer under this Agreement null and void at any time without prior notice.

8.3   In case that the Customer use an upgraded or enhanced version of the Application that is provided to the Customer from WingArc for the purpose of upgrading or providing an enhanced version of the Application, this Agreement will be terminated when the Customer use it. Provided, however, that in case that WingArc sets other conditions, it shall comply with those conditions.

8.4   Upon termination of this Agreement pursuant to the provisions of the preceding three (3) paragraphs, the Customer will be required to immediately delete or destroy the Application and all the copies thereof (including those stored into a fixed memory unit), and then submit a certificate thereof to WingArc.

8.5   The provisions of Section 5 "Limited Warranty and Limitations of Liability", Section 8.4 of Section 8 "Term of Agreement" and Section 9 "Miscellaneous" will survive termination of this Agreement.

9.   Miscellaneous

9.1   The Application will be subject to change for improvement without prior notice.

9.2   WingArc may at any time modify this Agreement. In the event that WingArc intends to modify this Agreement, WingArc shall post on its website for the Customer, the timing of such modification and the content of the Agreement after the modification. In such case, if the Customer continue their use of the Application after the time of such modification, the Customer will be deemed as having consented to the modification.

9.3   Any matter not provided in this Agreement will be subject to the Copyright Law, and other related laws and regulations and treaties.

9.4   The Customer hereby understand and agree that the terms and conditions of this Agreement will govern any and all claims and disputes arising between the Customer and WingArc with respect to the Application or the use thereof even when the Customer are granted the license of the Application to enter into an agreement with a third party concerning the same (e.g., a distributorship agreement and a lease agreement), the Customer will indemnify and hold WingArc harmless against any responsibility and liability except those expressly set forth in this Agreement, and that no covenant or agreement between the Customer and such third party will affect WingArc.

9.5   If the Customer uses programs (including, but not limited to, Open Source Software), created by the Customer or third parties (collectively, "Created Program"), together with the Software, the Customer shall use Created Program in compliance with all applicable terms (including, but not limited to, terms regarding the Open Source Software's usage and distribution) at the Customer's own risk, and the Customer assures to WingArc that such use of Created Program does not give rise to any obligations to WingArc regarding the Software and that it does not grant to third parties the rights or special rights as to WingArc's intellectual property rights or proprietary rights regarding the Software. In case any dispute arises between the

Customer and a third party regarding the use of Created Program, the Customer shall resolve such dispute at its own cost and responsibility, and shall indemnify WingArc against any damages caused by such dispute.

9.6 In case that the Customer use other Application in which a third party has any interest, together with the Application, the Customer will be required to comply with all requirements for the use applicable to such Application. If such compliance causes any restriction on the use of the Application, WingArc disclaims any and all warranties and liabilities concerning such restriction.

9.7 WingArc will be entitled to audit your Application usage status by giving the Customer at least 45 days' prior written notice. The Customer agree to cooperate in such audit which may be performed by WingArc and to provide WingArc with the necessary information and assistance to a reasonable extent; provided, however, that WingArc will perform the audit during your normal business hours, without disturbing your business activities. The Customer agree that WingArc will not be responsible for any costs which may be incurred by the Customer as a result of your cooperation in the audit.

9.8 Any matter not stipulated in this Agreement or any matters of doubt in the clauses of this Agreement shall be settled amicably through consultation between both parties made in good faith.

9.9 This Agreement will be governed by the laws of Japan, regardless of any provisions regarding the conflict of laws in any jurisdiction. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The seat of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be Japanese. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

End of document
March 18, 2022