

## End User License Agreement

These Terms of Use (hereinafter referred to as "Terms") set forth the terms and conditions of the NovoNotes 3DX (hereinafter referred to as "SOFTWARE"), and the rights and obligations between you, the end user (individual or corporate) (hereinafter referred to as "you ") and MAGNETICA studio Co., Ltd. (hereinafter referred to as "MAGNETICA studio") .

Before downloading SOFTWARE, you must read the entire text of Terms and then agree to Terms. By downloading SOFTWARE, you are deemed to have agreed to Terms.

### Article 1 SCOPE

1. Terms shall apply to all relationships between MAGNETICA studio and you related to SOFTWARE.
2. If there is any conflict between Terms and all guarantees, conditions, promises, explanations, etc. regarding the state, quality, performance, commerciality, suitability for a specific purpose, etc. of SOFTWARE outside Terms, Terms shall prevail.

### Article 2 INTELLECTUAL PROPERTY RIGHTS

Any and all intellectual property rights (copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including the right to acquire such rights or apply for registration, etc.) related to SOFTWARE(hereinafter referred to collectively as "IP") belongs to MAGNETICA studio or its licensor.

### Article 3 GRANT OF LICENCE

1. MAGNETICA studio grants you the non-exclusive right to use the programs and the data file constituting SOFTWARE and the upgrade program(s) as well as the data file(s) which may be distributed to you from time to time only on associated MAGNETICA studio product(s) and/or a single computer under your control and used by only one person at a time.
2. All references to SOFTWARE shall mean the object code of the program(s) that comprising SOFTWARE.
3. You owns the manuals and other documentary materials provided to you together with SOFTWARE, but the ownership of the rights to and of the copyright of SOFTWARE (whether supplied via a storage device, diskette, download from the Internet or otherwise) and the copyright of the contents of any manual or other written document belong to MAGNETICA studio.
4. MAGNETICA studio reserves the right to make modifications to SOFTWARE without prior notification to you.

### Article 4 TRIAL VERSION

1. The trial version of SOFTWARE (hereinafter referred to as "Trial Version") is provided for the following purposes before you purchases the paid version of SOFTWARE(hereinafter referred to as "Paid Version").
  - (1) To try out the functions of SOFTWARE
  - (2) To check if SOFTWARE operates normally in your environment
2. Trial Version has the same functions as Paid Version, but noise will be generated 5 minutes after startup.
3. Before purchasing Paid Version, You must check whether SOFTWARE operates normally in your environment with Trial Version.
4. If you purchases Paid Version, you are deemed to have completed the operation check of the previous paragraph normally.

5. Trial Version is free of charge.

#### Article 5 LICENCE FEE

1. For Paid Version of SOFTWARE, you shall pay MAGNETICA studio a license fee separately determined by MAGNETICA studio.
2. MAGNETICA studio shall not refund the license fee paid to MAGNETICA studio by you regardless of the reason. You shall agree to this in advance.

#### Article 6 PROHIBITED ACTIONS

YOU MUST NOT CONDUCT ANY ACT THAT FALL UNDER, OR IS DETERMINED BY MAGNETICA STUDIO TO FALL UNDER ANY OF THE FOLLOWING;

- (1) Decompile, disassemble, reverse engineer, or otherwise reduce SOFTWARE to a human-perceivable form.
- (2) Copying, modifying, distributing all or part of SOFTWARE or creating derivative works based on the contents of SOFTWARE (however, creating derivative works based on data files what you do is not included in this limit.)
- (3) Sublicensing, selling, distributing, renting, leasing or transferring SOFTWARE to a third party
- (4) Copying SOFTWARE (except for the purpose of backing up SOFTWARE)
- (5) Transferring SOFTWARE to another computer via the network
- (6) Acts that directly or indirectly induce or facilitate the acts of the preceding items
- (7) Try the actions of each of the preceding items
- (8) Other acts that MAGNETICA studio deems inappropriate

#### Article 7 EFFECTIVE AND TERMINATION

1. Terms takes effect when you downloads SOFTWARE.
2. The license granted in Terms will terminate automatically without notice from MAGNETICA studio, in the event that:
  - (1) You violates any of the terms of Terms
  - (2) You infringes the copyright of MAGNETICA studio or a third party regarding SOFTWARE
3. In such event, you must immediately dispose of, destroy and delete all copies of SOFTWARE.

#### Article 8 SUPPORT

1. Support servies such as technical support for SOFTWARE is limited to the following:
  - (1) When Paid Version cannot be activated, Investigation of the cause and resolution
2. MAGNETICA studio reserves the right to amend any such policies from time to time in its absolute discretion.

#### Article 9 WAIVER OF WARRANTIES

MAGNETICA STUDIO DOES NOT WARRANT THE FOLLOWING, WHETHER EXPRESS OR IMPLIED.

- (1) SOFTWARE is suitable for your specific purpose.
- (2) SOFTWARE has the functions, commercial value, accuracy or usefulness you expect.
- (3) The use of SOFTWARE by you complies with the laws and regulations applicable to you or the internal regulations of industry groups.
- (4) There are no errors, bugs, or other problems with SOFTWARE.

#### Article 10 DISCLAIMER

1. UNDER NO CIRCUMSTANCES SHALL MAGNETICA STUDIO BE LIABLE FOR DIRECT, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMEGES (DATA CORRUPTION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, ETC.) CAUSED BY THE USE OR INABILITY TO USE

## SOFTWARE

2. The preceding paragraph shall apply even if MAGNETICA studio or its related parties have been informed in advance that such damage may occur or there is a possibility of a claim for compensation from a third party.
3. MAGNETICA studio shall not be held responsible for any dispute arising out of or in connection with SOFTWARE between you and any other party. In the unlikely event that such a dispute arises, the parties not including MAGNETICA studio shall resolve it.

## Article 11 AMENDMENT

1. MAGNETICA studio reserve the right to amend or change Terms when MAGNETICA studio finds it necessary.
2. In the event of any amendment or change to Terms, MAGNETICA studio shall inform the effective time and content of the amended or changed Terms by posting on the Website or other appropriate way, or notify you of the same.
3. If you uses SOFTWARE after the amend or change of Terms takes effect, you are deemed to have agreed to the amended or changed agreement.

## Article 12 SEVERABILITY

Even if any provision of Terms or a part thereof is held to be invalid, illegal or unenforceable under the Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof or remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

## Article 13 GOVERNING LAW AND JURISDICTION

1. Terms shall be governed by the law of Japan.
2. Any and all disputes arising out of or in connection with Terms or SOFTWARE shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

*Term shall be executed in the Japanese language. Japanese shall be the governing language and any translation of Term of Use into any other language is for convenience of reference only and shall not bind the parties hereto.*

[Prescribed on 12/15/2020]

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