

# END-USER LICENSE AGREEMENT

Change Vision, Inc.  
17th Version as of 9<sup>th</sup> December, 2021

## **Important:**

Please read carefully all of the following terms and conditions.

THIS END-USER LICENSE AGREEMENT (“**this Agreement**”) is a legal agreement between you (either an individual, a firm or a single entity) and Change Vision, Inc. (the “**Company**” or “**we**”) for a software product named “Astah” including computer programs, associated media, printed materials and online or electronic documentation (collectively the “**Product**”). The Product is licensed to you under the terms and conditions of this Agreement. By installing, copying, downloading, accessing, or otherwise using the Product, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not download, install or use the Product. This English version applies to the customers who reside outside of Japan.

## **Article 1 : Copyright**

1. All the copyrights and other intellectual property rights in the Product is owned by the Company and its licensor, and remain vested in the Company and such licensor. The Product is protected under the copyright law of Japan and other countries and related Conventions.
2. The Product is licensed, not sold. You do not have any right other than the license granted under this Agreement.

## **Article 2 : Grant of License**

The Company shall grant you the following rights:

1. If you agree to the terms and conditions of this Agreement and complete the prescribed user registration and license registration on our website, the Company provides you with the license key necessary to use the Product.
2. If you agree to the terms and conditions of this Agreement, purchase more than one license and complete the prescribed user registration, you or (in case of our customer being an association or corporation) a single individual in charge of the Product belonging to such association or corporation, may complete license registrations on our website, the Company provides you with appropriate limited number of license keys necessary to use the Product.
3. For the license to be registered, you need the license number and the validation code (collectively the “**License Authentication Key**”) notified by the Company or its official distributor and partner (collectively the “**Partner**”).
4. The Company authorizes only person who has purchased the licensed Product through the Company or the Partner to be allowed to use the Product under this Agreement.
5. You may distribute your own copyrighted works based upon the Product to others only if you do that in accordance with this Agreement.
6. You may make an appropriate limited number of copies of the Product on a backup storage device such as hard disk, optical media or tape and physical CD media solely for the purpose of replacement in the event of destruction or loss of an original copy of the Product.

7. In case our customer is an association or corporation, a single individual in charge of the Product belonging to such association or corporation may make an appropriate limited number of copies of the Product up to the numbers of licenses have been registered completely for the purpose of distribution to individuals to use the Product.
8. In case the association or corporation who purchased the licenses were merged and acquired or partially jointed with another association or corporation, you may continue to use the licenses within the associated corporation.
9. In case there is a difference between numbers of computers on which the software is installed and numbers of user using the Product simultaneously, for example the Product is used on the client server or the virtualized environment such as thin client or others, you need as many licenses as there are the users.
10. The Company shall retain all rights in and to the Product except for the license granted to you expressly in this Agreement.

### **Article 3 : Prohibited Use**

You may not:

1. copy the Product except as provided in Article 2 of this Agreement;
2. alter, reverse engineer, disassemble or decompile any software included in the Product;
3. sell, distribute, lease or assign to others the copies of the Product or information such as the License Authentication Key or license key relating to the license of the Product; or
4. sublicense to any third party to use the Product.

### **Article 4 : Limited Warranty**

1. The Company warrants that media for the Product will, under normal use, be free of defects in materials and workmanship during the first ninety (90) days from the date you purchase the license from us or our Partner (the “**Warranty Period**”). In any case, the Company’s sole obligation under this warranty is to replace the defective media returned to the Company during the Warranty Period. This warranty shall not apply to the damage arising from misuse, abuse or carelessness by you. The Warranty Period of the defective media is applicable to such replaced media.
2. Should the Product not be in compliance with the warranty as provided in the preceding paragraph, you may notify the Company in writing during the Warranty Period and return the defective Product and then the Company will provide you with the replacement.
3. The Company in no way warrants merchantability or fitness of the Product for a particular purpose, nor warrants performance, results or other contents arising out of or in connection with the Product.
4. The Company in no way makes any further representation of warranty, express or implied, on the Product.

### **Article 5 : Limitation of Liability**

Except as provided in Article 4, in no event shall the Company be liable to you for any special, incidental, indirect or consequential damage or any damage arising out of or in connection with the use or performance of the Product including any claims for such damages by a third party against you, whether the Company is informed of the possibility of such damages. Should the Company be liable to you, the

maximum amount of such liability shall not exceed the amount of money actually paid by you for the Product.

## **Article 6 : Support Service**

1. The Company shall provide to the customer who has made a user registration the following support services related to the Product free of charge for the support period, which is designated to each of the license. Support services shall be provided in English or Japanese:
  - i. provision of upgrades including the adjustment to defects and the improvement of the Product; and
  - ii. response to inquiries relating to the operation of the Product (including information of the known problems of the Product).
  - iii. Several benefits during your support effective period (Contents of benefits are described on our website, and are subject to change without notice).
2. The Company shall discontinue to provide support and download of the Product three years after its release date of its first decimal place.
3. You shall promptly notify the Company upon any change to items of the user registration with respect to respective licenses for all the Products owned by you.
4. Our obligation related to the support services shall be limited to the reasonable efforts as provided for in paragraph 1 of this Article. The Company shall not be required to provide the support services to the following persons:
  - i. a person who has not completed the user registration in accordance with the procedure set by the Company;
  - ii. a person who has not notified us upon any change to items of the user registration as provided in the preceding paragraph;
  - iii. a person whose user registration has been removed at the request of such person;
  - iv. a person whose support effective period has expired; or
  - v. a person who uses the Product without paying for license of the Product.
5. The Company may cease to render the support services without prior notice in any of the following events:
  - i. when we need emergency maintenance of the computer system;
  - ii. when we are unable to operate the computer system by reason of force majeure such as fire, electric power outage or interruption by any third party;
  - iii. when we are unable to operate the computer system by reason of a natural disaster or the similar to this; and
  - iv. when we deem it necessary to suspend the operation of the computer system due to emergencies other than above.
6. Notwithstanding anything provided in the preceding paragraph, the Company may cease to render the support services for the Product with one (1) year prior notice, and in such event the Company shall have no obligation to provide to you any support services related to such Product.

## **Article 7 : Special Agreement**

The following terms and conditions (the “Special Agreement”) shall be applicable additionally to the each of the edition or special license of the Product. When any discrepancy arises between the Special Agreement and other provisions of this Agreement, the Special Agreement shall prevail.

**Astah Engineering Pack**

1. You may use the edition of the Product, Astah Professional, Astah SysML and Astah GSN under this Agreement.

**Astah Professional**

1. You may use the edition of the Product, Astah Professional under this Agreement.

**Astah UML**

1. You may use the edition of the Product, Astah UML under this Agreement.

**Astah SysML**

1. You may use the edition of the Product, Astah SysML under this Agreement.

**Astah GSN**

1. You may use the edition of the Product, Astah GSN under this Agreement.

**Astah System Safety**

1. You may use the edition of the Product, Astah System Safety under this Agreement.

**Astah Viewer**

1. If you agree to the terms and conditions of this Agreement, you may use the edition of the Product, Astah Viewer without a purchase of license.
2. The Company grants you a personal, non-exclusive, non-transferable, limited license to use the Product, and you may install and use the Product on an appropriate limited number of computers.
3. Articles 4 and 6 shall not be applicable to Astah Viewer. The Company shall have no obligation to give warranty or render support services with respect to Astah Viewer.
4. You may not sell, distribute, lease or assign to others the Product and copies of the Product, nor sublicense the use of the Product to any third party.
5. Although the Product may show advertisements through the software on the screen of the computer, we will not inform any specific website of your personal information or other information in your computer.

**Astah Community 7.0 or Later**

1. If you agree to the terms and conditions of this Agreement, you may use the Product without a purchase of license.
2. The Company grants you a personal, non-exclusive, non-transferable, limited license to use the Product, and you may install and use the Product on an appropriate limited number of computers.
3. You may use the edition of the Product, Astah Community version 7.0 or later for your personal usage only if:
  - i. you do not charge or accept compensation for the use of this software or any services that you provide with it;
  - ii. you do not generate anything that can be used for commercial with it;
  - iii. you do not provide anything related to commercial service with it; and
  - iv. you do not use it for any commercial usage, application, research or development.
4. Articles 4 and 6 shall not be applicable to Astah Community. The Company shall have no obligation to give warranty or render support services with respect to Astah Community.
5. You may not sell, distribute, lease or assign to others the Product and copies of the Product, nor sublicense the use of the Product to any third party.

6. Although the Product may show advertisements through the software on the screen of the computer, we will not inform any specific website of your personal information or other information in your computer.

#### **Astah Community 6.9 or Older**

1. If you agree to the terms and conditions of this Agreement, you may use the Product without a purchase of license.
2. The Company grants you a personal, non-exclusive, non-transferable, limited license to use the Product, and you may install and use the Product on an appropriate limited number of computers.
3. Articles 4 and 6 shall not be applicable to Astah Community. The Company shall have no obligation to give warranty or render support services with respect to Astah Community.
4. You may not sell, distribute, lease or assign to others the Product and copies of the Product, nor sublicense the use of the Product to any third party.
5. Although the Product may show advertisements through the software on the screen of the computer, we will not inform any specific website of your personal information or other information in your computer.

#### **Astah Plug-In**

1. You may use the Product with Astah Plug-In (the "**Plug-In**") added.
2. In order to use the Product with the Plug-In, you need required numbers of license for both the Product and Plug-In.
3. The license required to use the Plug-In is the content specified for the Product and License Information on our website and printed materials.

#### **Trial License (including software for evaluation purposes and beta version)**

1. Provided that you agree to comply with the terms and conditions of this Agreement, you may use the Product only for evaluation and demonstration purposes pursuant to this Agreement. Unless otherwise specifically permitted by the Company, you may not use the Product for the commercial, business or profit purposes.
2. During a trial period determined by the Company separately, you may use the Product and create derivative works on the basis of the Product under the trial license during such trial period (including the data, printed materials and computer source codes; hereinafter referred to as the "**Derivative Works**"); provided, however, you may not use or distribute such Derivative Works other than for the evaluation purpose.
3. Articles 4 and 6 shall not be applicable to the trial license (including software for evaluation purposes and beta version). The Company shall have no obligation to give warranty or render the support services during the trial period.
4. Upon termination of the trial period, you may not continue to use the Product unless you purchase the license of the Product. If you do not purchase the Product at the time of such termination, you must delete and destroy completely all copies of the Product, all of its component in any form and all of the Derivative Works. If you wish to continue use the Product after the trial period, you must purchase the license of the Product for use of the Product from the Company or any of the Partners.
5. The stop function is built into the Product so that you may not continue to use the Product after the termination of the trial period.

#### **Limited Time License (Timed License)**

1. The Company grants to you a personal, non-exclusive, non-transferable and limited license to use the Product and you may install and use the Product only for a single computer and a single OS .

You may re-install and use it for another single computer only if you delete the Product completely from the computer that has installed them.

2. A number of qualified users may use the Product on the single computer but only one person at a time.
3. You may use the Product for the period from the date you designated at the registration to the end of the period specified for each license. The stop function is built into the Product so that you may not continue to use the Product after the termination of the period for use.
4. The Company shall provide you with the support services related to the Product for the period set forth in the preceding paragraph. You may not extend the period for support services through the support license.
5. Upon termination of the timed license period, your timed license may be extended if you purchase and register another timed license.
6. You may not have your timed license upgraded to the perpetual license.
7. You may have your employees under your direct instructions, including your employees, dispatched employees, transferring employees, use the Product. You shall be responsible for their complying with this Agreement and for any breach of their obligations.
8. You have no right to have third parties, including but not limited to your contractors and their employees, other than the employee under your instruction use the Product.

#### **Perpetual License**

1. The Company grants to our customer who has made a license registration or (in case of our customer being an association or corporation) a single individual belonging to such association or corporation a personal, non-exclusive, non-transferable, limited license to use the Product.
2. If the customer who has made a license registration is a single individual who is licensed to use the Product, such user may install and use the Product on an appropriate limited number of computers.
3. The Company shall provide to you who have purchased support license for extension of the support effective period with respect to the license for each of the Products owned by you, the support services as set forth by the Company for a period from the end of the support effective period for the license of the Product to the end of the period prescribed by the Company separately for the license for each of the Products.
4. You may have your employees under your direct instructions, including your employees, dispatched employees, transferring employees, use the Product. You shall be responsible for their complying with this Agreement and for any breach of their obligations.
5. You have no right to have third parties, including but not limited to your contractors and their employees, other than the employee under your instruction use the Product.

#### **Organizational License**

1. The Company grants to a person belonging to such association or corporation a personal, non-exclusive, non-transferable and limited license to use the Product for a period designated by us for the each of the license when you registered the person as administrator.
2. You may install the Product on all the computers you may use, and also make copies of distribution to install the Product on them.
3. Prescribed users may use the Product by accessing to the Company's server to activate a license under the Organizational License's limited numbers during the period this Organizational License is designated to run for.

4. A number of qualified users may use the Product on the single computer, but only one person at a time.
5. You may have any persons who engage in your operations, including your employees, dispatched employees, transferring employees and your contractors engaging your operations, use the Product. You shall be responsible for their complying with this Agreement and for any breach of their obligations.
6. You may use the Product within the limited number the license grants on multiple computers. The stop function is built into the Product so that you may not use the Product when the numbers of Product being used exceeds the prescribed limit.
7. You may use the Product for the period the date designated at the registration to the end of the period specified for the license. In case you have the Organizational License (Annual), the stop function is built into the Product so that you may not continue to use the Product after the termination of the period for use. In case you have the Organizational License (Perpetual), a number of Individual Perpetual Licenses will be issued and derived to the license administrator for distribution. These licenses will allow for continued use of Astah, but will be un-supported and the clause "Perpetual License" will apply.
8. The Company shall provide you with the support services related to the Product for the period set forth in the preceding paragraph during the support effective period for the license of the Product.
9. Upon termination of the Organizational License period, in case you have an activated Organizational License (Annual), it may be extended if you purchase and register another Organizational License (Annual). In case you have an activated Organizational License (Perpetual), it may be extended if you purchase Organizational License Support Renewal.
10. The Company shall maintain the information such as Activation times, first date of Activation, the last check-out date of Organizational License for the purpose of the verification of license range and providing Support Service.
11. The Company shall collect the License ID, i) Machine Information and ii) Identifier Name and send them to our server that manages all the Product information for the purpose of the verification of license range and providing Support Service.
  - i. Machine Information: A unique code that identifies your computer that is obtained through using Product
  - ii. Identifier Name: A name users set when activating the license per computer (The computer name will become the Identifier Name as default)

### **Floating License**

1. The Company grants to a person belonging to such association or corporation a personal, non-exclusive, non-transferable and limited license to use the Product for a period designated by us for the each of the license when you registered the person as administrator.
2. You may install the Product on all the computers users may use, and also make copies of distribution to install the Product on them.
3. You may install the license on a centralized License Server an association or corporation holds that is accessible to others within your organization.
4. A number of qualified users may use the Product on the single computer but only one person at a time.
5. You may have any persons who engage in your operations, including your employees, dispatched employees, transferring employees and your contractors engaging your operations, use the Product.

You shall be responsible for their complying with this Agreement and for any breach of their obligations.

6. You may use the Product within the limited number the license grants on multiple computers. The stop function is built into the Product so that you may not use the Product when the numbers of Product being used exceeds the prescribed limit.
7. You may use the Product for the period the date designated at the activation of the license. The stop function is built into the Product so that you may not continue to use the Product after the termination of the period for use.
8. The Company shall provide you with the support services related to the Product for the period set forth in the preceding paragraph during the support effective period for the license of the Product.

### **Faculty Site License**

1. The Company grants to you, as a single individual belonging to such association purchasing and registering a Faculty Site License as a license administrator, a non-exclusive, non-transferable and limited license to use the Product. The license can be distributed to any faculty and students, for the purpose of academic studies and research, who are members of the department indicated on the application form submitted at the time of purchase. Third parties may only use the license on machines that belong to the indicated department at your academic institution for any seminars or classes your academic institution holds.
2. You may install the Product on computers that licensed users own, as well as make copies of the distribution to install the Product on them.
3. Under this Agreement, the indicated department may use the listed Products: Astah Professional, Astah SysML, Astah GSN and Astah System Safety.
4. You may use the Product during the Faculty Site License period, the date the license administrator designed during registration to the end of the period specified for each license. A stop function is built into the Product so that you may not continue to use the Product after the termination of the Faculty Site License period, without proper renewal.
5. The Company shall provide you with the support services related to the Product for the period set forth in the preceding paragraph. You may not extend the period for support services through a separate support license.
6. During the Faculty Site License period, any person who resigns from the licensed department, may not to use the Product and must delete the Product from their computers completely.
7. Upon termination of the Faculty Site License period, your Faculty Site License may be extended if you purchase, and register, another Faculty Site License.

### **Student License**

1. If you agree to the terms and conditions of this Agreement, you may use the Product without user registration on our website.
2. The Company grants you a personal, non-exclusive, non-transferable, limited license to use the Product, and you may install and use the Product on an appropriate limited number of computers as long as you are only one who uses this Product.
3. Articles 4 and 6 shall not be applicable to Astah UML Free Student License. The Company shall have no obligation to give warranty or render support services with respect to Astah UML Free Student License users.
4. Without consent of the Company in writing, you may not sell, distribute, lease or assign to others copies of the Product, nor sublicense the use of the Product to any third party.



## **Article 8 : Confidentiality**

1. (a) The contents of this Agreement and (b) all information disclosed by the Company under this Agreement (such as License key of the Product, phone number, fax number, e-mail address, URL, all other information disclosed via computer network by providing the License Authorization Key and Support Services) shall be treated as strictly confidential (“**Confidential Information**”) and you may not disclose the Confidential Information to any third party without the Company’s prior written consent, nor abuse the Confidential Information. Especially if you disclose or leak the License Information such as License Authorization Key or License key itself to any third party, the Company grants a right to stop your use of the licensed Product. You may disclose the Confidential Information only for reasonable cause such as in compliance with judicial or other governmental order; provided, however, that in such event you shall give a prompt prior notice to the Company.
2. The obligation under this Article shall not apply if such information is any of the followings:
  - i. Information which becomes available to you on an unrestricted basis from a third party (Except any License Information of the Product); or
  - ii. Information which was independently developed by you without using any of the Company’s confidential Information.
3. The preceding paragraphs shall survive the expiration or termination of this Agreement.

## **Article 9 : Personal Information**

1. The Company, for the purposes below, may collect and use and keep the following information on you (“**Personal Information**”, including any updates), with the necessary protective measures taken against divulgence of and abuse of the Personal Information, unless your account is deleted by yourself or your request for removal is received:
  - i. your name, company or organization name, e-mail address, etc. that we collect under paragraphs 1 and 3 of Article 6;
  - ii. products you purchased, user registration date, renewal of contract, information disclosed in relation to your payment, etc. and items relating to agreements by and between you and the Company, and;
  - iii. your inquiries and your answers to questioners, etc.
2. The Company will use the Personal Information collected pursuant to the preceding clause for the following purposes. The provision of information to you within the purposes mentioned below will be made to you by means of e-mail or phone.
  - i. to make descriptions in the license key for the purposes of identification of the Registered User and the computer in which the Product is installed or used;
  - ii. to offer the support services set forth in Article 6;
  - iii. to notify you of the renewal of the agreements;
  - iv. for our business promotion concerning to our products or services; and
  - v. for notices, correspondence and exercise of rights and performance of obligations relating to this Agreement.
3. The Company may entrust our affiliates or distributors with a part or whole of our business to the extent that each of the items prescribed in the preceding paragraph is carried out. In such event we require such affiliates or distributors to maintain confidentiality of the Personal Information through confidentiality agreement.

4. You may make a request to disclose your own Personal Information based on the objective facts we hold. However the Company shall have no obligation to disclose information such as (a) any confidential business Information or technical know-hows of the Company or the third party's; (b) any Information that has elapsed the prescribed holding period and we no longer use; (c) any Information related to personal evaluations, categories of our customers; and (d) any Information that we record based on our regular business and could arise a hindrance to our business by providing them. If you think that any Personal Information we hold about you is incorrect or wrong, you may request that we adjust or delete such Personal Information.
5. You may request that the Company stop using your Personal Information for the purpose of our business promotion mentioned in item 4 of paragraph 2 of this Article.
6. You agree that after the expiration or termination of this Agreement the Company may continue to use your Personal Information based on the user registration provided to us pursuant to paragraph 1 of this Article for a certain period of time should there be reasonable reason.
7. The Company may disclose your Personal Information as appropriate if required to do so by law through governmental agencies or any other institution with quasi-authority.

#### **Article 10 : Collecting Information**

1. For the purposes of the Product's enhancement, quality improvements and to grasp the user activity on the Product, our main server of the Product is designed to obtain users update information and other specific information from user's computer.
2. The update information and other specific information from user's computer mentioned this provision are as below.
  - i. The Product edition, its version, the type of OS and license you use and the name of folder under the folder (.astah) for saved configuration files and logfiles;
  - ii. Internet Protocol address information for the connection and
  - iii. Information such as how many times you click on which menu label on the Product's main tool bar only if you agree with the "data collection for Product improvement (<http://astah.net/agreements/use-data>)" (Any model information you create or any other design information will not be sent)
3. The Company will not disclose the information we collected under this clause to the third party without your explicit permission unless required to disclose by law through governmental agencies or any other institution with quasi-authority.

#### **Article 11 : Termination**

This Agreement shall be immediately terminated if you breach any of the terms and conditions of this Agreement, and accordingly the license provided for in this Agreement shall also be terminated. In such event, you shall immediately stop using the Product you hold and remove all of the copies of the Product.

#### **Article 12 : Governing Law**

This Agreement shall be governed by, interpreted and construed in accordance with the laws of Japan. The parties hereby submit for all purposes of or in connection with this Agreement to the exclusive jurisdiction of the Tokyo District Court.

## **Article 13 : Exclusion of Anti Social Forces**

1. You or the Company shall be entitled to terminate this Agreement without giving any notice in the event the other party is found to be an Anti Social force (meaning an organized crime group, a member of an organized crime group, a person who has ceased to be an organized crime group within five years, a quasi-member of an organized crime group, a company affiliated with an organized crime group, a general meeting company, a social movement, a special intelligent violent group, or any other party equivalent thereto; the same shall apply hereinafter), or to have any relationship with any anti-social force that falls under any one of the following items;
  - i. in the event an Anti Social force is recognized as having control over management to you or the Company,
  - ii. in the event an Anti Social force is deemed to be substantially involved in the management of you or the Company,
  - iii. in the event you or the Company uses any anti-social force for the purpose of unfair profit for himself/herself or a third party, or for the purpose of inflicting damage on a third party, etc.
  - iv. in the event you or the company provide funds, etc. or providing facilities, etc. to Anti Social forces.
  - v. in the event any director or any person who is substantially involved in the management has any relationship that should be socially condemned against Anti Social forces as set forth in above.
2. You or the Company may terminate this Agreement without notice in the event the other party acts by itself or through a third party as coming under any one of the following items.
  - i. Violent demands
  - ii. Unjust demands beyond legal liability
  - iii. acts of making threatening statements or using violence in relation to transactions
  - iv. An act of spreading rumors, damaging the creditworthiness of the counterparty by fraudulent means or force, or obstructing the business of the other party;
  - v. Any other act similar to any of the preceding items.
3. In the event this Agreement is terminated pursuant to any of the provisions of each item of this article, the terminated party shall not claim any damages from the termination against the other party. In addition, the other party shall compensate for any damages incurred by the party who terminated the contract due to such termination.

## **Article 14 : Others**

The Company may, in its sole discretion, change, add or abolish the terms of this License Agreement at any time without prior notice to you. Provided, however, that in the event the Company determines that a significant change is made, the Company shall register the user in accordance with the procedures set forth by the Company and notify the customer of the setting for receiving e-mails from the Company within a reasonable period of advance notice. The latest license agreement shall be posted on our Web site (<https://astah.net/legal/>).