

<TRANSLATION for REFERENCE PURPOSES ONLY>

PLEASE READ THIS LICENSE AGREEMENT BEFORE YOU  
INSTALL NEXT DESIGN

Next Design (“Product”) is licensed to you only if you agree to the license agreement described below (“Agreement”). BY INSTALLING THIS PRODUCT, YOU ARE DEEMED TO ACCEPT ALL THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT USE THIS PRODUCT.

### **Next Design End User License Agreement (“Agreement”)**

#### **1. Scope of License Grant (Applicable for All Editions)**

- (1) DENSO CREATE INC. (“we”, “us” or “our”) grants you the license to use this Product subject to your agreement to all these terms.
- (2) Scope of License varies for each edition of this Product as described in Section 2 below.
- (3) You need the internet connection to activate the Product Key and/or to update this Product. You need to bear the cost for such connection.
- (4) Upon expiration of the License Term, this Product will be disabled. Section 7 describes how the License Term expires or how the License Term may be extended.
- (5) You may duplicate this Product only for the archival back-up purposes.
- (6) When this Product is updated and thereby changed, this Agreement applies to such updated Product without break. The license for the original version of this Product shall cease and The Support Services described in Section 8 (“Support Services”) shall also cease for such original version.
- (7) The Product may be provided along with add-on functions (“Extensions”) developed by us. The Agreement shall be applied to the Extensions as well as the Product except the case that separate agreement is signed between you and us. We assume no responsibility for any Extensions not developed by us.

#### **2. Scope of License Grant (for Each Edition)**

Each of the following terms applies to each edition of this Product.

- (1) Evaluation Edition
  - a. License Term is 90 days. After such 90-day period, you may not use this Product unless you subscribe to the Next Design Subscription Agreement (“Subscription Agreement”).
  - b. There is no upper limit of the number of users.
  - c. No Technical Support Services described in Section 8 is provided.
- (2) Paid Edition

- a. You may use this Edition only if you agree to the Subscription Agreement. You may use up to the licensed number of accounts granted by us under the Subscription Agreement.
- b. License Term is same as that of the Subscription Agreement. You may not use the Product after the expiration date of the license.
- c. You may extend the License Term by extending the term of Subscription Agreement.

### **3. Data transmitted by this Product**

- (1) You agree to the following terms:
  - a. For Activation, this Product may transmit the data necessary to manage users, computers or Activation to servers that we possess or a third party subcontractor possesses.
  - b. We may use such information to confirm the validity of license and/or to provide the Support Services.
- (2) We manage information identifying an individual, which is collected through the process as described in 3. (1) above and in accordance with Section 9 below.

### **4. Collection and Utilization of Information**

- (1) We may collect and use the information in relation to the utilization of this Product to improve the user experience only in case you agree to cooperate to such collection.
- (2) We will not provide the information collected pursuant to the Section 4 (1) to any third party.

### **5. Prohibited Acts**

We retain the copyright and any other rights related with this Product. Unless otherwise permitted in this Agreement, you may not

- (1) Duplicate this Product,
- (2) Sell, transfer, lease or license this Product (including Product Key, this contract, rights and obligations based on this contract) and samples (including modified samples) specified in the Article 6(4) to any third parties,
- (3) Modify or reverse-engineer this Product, or
- (4) Disclose or leak the information related to us obtained through using this Product.

### **6. Warranty and Disclaimer**

- (1) If there is/are physical defect(s) (such as those in electronic media) of this Product or the like for which we are responsible, the electronic media will be replaced at no additional charge.
- (2) If this Product does not operate as described in the attached manual, we may provide a fixed program or required information by means specified by us upon our decision. In this case, the fixed program and the information will be a part of this Product.
- (3) Unless explicitly provided under this agreement, any warranty, merchantability, whether statutory or contract including, without limitation, fitness for a particular purpose is disclaimed. Furthermore, you

are responsible for choosing, installing, and using this Product and for the results thereof. We are no way responsible for any damages caused by the use of or the inability to use this Product.

- (4) We may provide sample programs or sample files ("samples") for your convenience. We will not provide any warranty, including for adaptability to marketability or other specific purposes by explicit, implicit or any means, against such samples. They are supposed to be used just as reference information for using this Product more effectively.
- (5) You agree that we may revise or cease the provision of license of this Product or of Support Services without obtaining your prior consent.

## **7. Term of License**

- (1) This Agreement becomes effective upon the installation of this Product. The term of license is as provided in Section 2. We may immediately terminate this Agreement if you:
  - a. breach the terms hereof, and such breach is not cured despite that we require you to cure such breach within a reasonable period;
  - b. decide dissolution of your company;
  - c. became subject of petition for provisional attachment or disposition, compulsory execution or auction;
  - d. submit a petition of, or became subject of petition for bankruptcy, civil rehabilitation, or corporate reorganization;
  - e. are turned out to be or have been an anti-social forces ("ASF"), such as, but not limited to, a crime syndicate, a member thereof, an affiliate thereof, a corporate racketeer or other equivalent thereof,
  - f. invest, loan, provide monetary amount or other services to ASF or have other business relationship with ASF,
  - g. have fellowship with ASF, or
  - h. have any connection of whatever nature with ASF
- (2) We disclaim any liability for any damages whatsoever that may incur to you due to the termination of this Agreement. Upon termination of this Agreement, you must delete this Product and its duplicate from the computer or from any storage medium.

## **8. Support Services**

- (1) Scope of Support Services
  - a. You may receive the Support Services as follows subject to the terms and conditions of this Agreement:
    - Free of charge update and
    - Technical Support
  - b. You may receive The Technical Support in Japanese language via e-mail from 10:00 am to 6:00 pm (JST) on our working days (excluding Saturdays, Sundays and our holidays) in principle. However, if a sales partner designated by us provides Technical Support, the hours will be set by

the sales partner.

(2) Restrictions of Support Services

Support Services provided in Article 8 (1) above does not include the followings:

- a. Services at your site;
- b. Services related to the troubles caused by unauthorized use or abuse of the Product; or other reasons attributable to you or third parties such as, without limitation, willful misconduct and/or gross negligence, or accidents.
- c. Services related to the troubles caused by acts of God
- d. Services related to the troubles caused by other products other than the Product.
- e. Consultation how to make use of the Product.

(3) Confidentiality

You or we, when receiving confidential information, ("Recipient") may not disclose such confidential information of the other ("Discloser") to any third party during the term of this Agreement and thereafter regardless of the termination or expiration hereof. The term "confidential information" does not include:

- a. information publicly known prior to the commencement of this Agreement;
- b. information publicly known after the commencement of this Agreement, through no wrongful act of the Recipient;
- c. information already known to the Recipient prior to the commencement of the Agreement, and
- d. information lawfully obtained from a third party.

## 9. Handling of Personal Information

(1) We utilize personal information of users collected in conjunction with the use of the Product ("Personal Information") for the purposes set out below, and you agree to our use of such Personal Information.

- Acceptance of user registrant
- Activation of the Product or provision of any other services related to the Product
- Provision of Support Services

(2) In addition to the foregoing, you agree that we utilize Personal Information for marketing activities or market survey of our Products

(3) You agree that we may disclose Personal Information to external service providers that we use to perform the activities specified in the paragraphs 1 and 2 of this Section.

(4) We will implement security measures required by applicable laws and regulations in relation to processing of Personal Information.

(5) Request for correction or deletion of Personal Information shall be submitted to us through the contact information indicated below. We will disclose, correct or delete the Personal Information after we confirm that the request is made by the data subject of the Personal Information

- Contact information: Next Design Sales Team, Denso Create Inc. ([ndsales@denso-create.jp](mailto:ndsales@denso-create.jp))

- (6) If this Agreement is concluded as a result of our distribution partner's marketing activities, we may jointly utilize your Personal Information collected under this Agreement with such distribution partner.

## **10. General**

- (1) This contract shall be governed by the laws of Japan.
- (2) Any disputes arising under this Agreement will be submitted for the first instance to the exclusive jurisdiction of the court having jurisdiction in the district of our head office.
- (3) You must not export or re-export this Product or the duplication thereof in violation of any relevant export control laws, regulations, decrees, etc. If you export this Product, you are responsible to obtain necessary licenses in accordance with relevant export control laws, regulations, decrees, etc.
- (4) For all issues not provided under this Agreement or for all controversies arising in relation to this Agreement, you and we hereby agree to consult in good faith in order to settle such issues or controversies.
- (5) If there is a difference between this Agreement and the license agreement displayed during the installation process of this Product, this Agreement prevails.

Effective date : December 1, 2019

Date of revision : September 16, 2020

Date of revision : January 20, 2022

Date of revision : October 20, 2023