DF Scanner Terms and Conditions of Use

This DF Scanner Terms and Conditions of Use (hereinafter referred to as "the Terms and Conditions") set forth the terms and conditions for the use of the software "DF Scanner" (hereinafter referred to as "the Software") provided by DeepForest Technologies Co., Ltd. (hereinafter referred to as "the Company"). The Terms and Conditions is applied between the Company and the individual or legal entity which uses the Software (hereinafter referred to as "the User"). The User agree to use the Software and related services only after reading and agreeing to these Terms and Conditions in their entirety.

Article 1 (Acceptance of the Terms and Conditions) The User shall use the Software in accordance with the provisions of the Terms and Conditions.

2 If the User is a minor, the User must obtain the consent of a legal representative, such as a person with parental authority, to use the Software (including consent to the Terms and Conditions). If the User who was a minor at the time he or she agreed to the Terms and Conditions uses the Software after reaching the age of majority, the User shall be deemed to have ratified the acts of use while he or she was a minor.

3 If the User uses the Software on behalf of a business, an authorized person of such business must agree to the Terms and Conditions before using the Software.

4 By actually using the Software, the User is deemed to have validly and irrevocably agreed to the Terms and Conditions.

5 If the Company and the User enter into a separate agreement for the Software, the User shall use the Software in accordance with the provisions of such agreement as well as the Terms and Conditions.

Article 2 (Account) When registering information about the User to use the Software, the User must provide true, accurate, and complete information, and the User must always keep the information current.

2 In the event of any change in the registered information, the User shall notify the Company of such change without delay by the method designated by the Company.

3 The User shall, at its own responsibility, properly manage the account for the Software, and shall not allow any third party to use the account, or lend, transfer, change the name of, sell, or otherwise deal with the account.

4 The user is responsible for any damages caused by inadequate management of the account, errors in use, or use by third parties.

Article 3 (Copyrights and Other Intellectual Property Rights and Use of Data, etc) All copyrights and other intellectual property rights in and to the Software are owned by the Company or its licensors, and the Software is protected by the copyright Act of Japan and other countries and related treaties. The license to use the Software under the Terms and Conditions does not imply any license to use the intellectual property rights of the Company or its licensors with respect to the Software or related services.

2 The User represent and warrant to the Company that the User have the lawful right to upload the data the User upload to the Company's servers and that the uploaded data does not infringe upon the rights of any third party. If the User inadvertently uploads data to the server that may infringe upon the rights of a third party, the User shall delete such data or request that the Company delete such data, and the Company shall delete such data from the server upon the User's request.

3 The Company shall not transfer or disclose to any third party any data uploaded to the server by the User without the User's consent. The Company may use the data uploaded to the server (except for data deleted in accordance with the second sentence of the preceding paragraph) for the purpose of improving the performance of the Software, for utilization as training data, and for research and development, and other purposes.

Article 4 (Grant of Rights) The User hereby acquires the non-exclusive right to use the Software in accordance with the Terms and Conditions. The User may install and use the Software on the HDD or other storage device installed in the User's PC.

2. The User may reproduce the Software only for backup or storage purposes.

3. The right to use the Software under the Terms and Conditions is non-exclusive, non-sublicensable, and non-transferable.

Article 5 (Fees and Method of Payment) The User shall pay to the Company the fees separately determined by the Company for the use of the Software by the payment method designated by the Company.

2. In the event the User delays payment of the usage fee, the User shall pay to the Company a late fee at the rate of 14.6% per annum.

Article 6 (Restrictions) The User may not modify, reverse engineer, decompile or disassemble the Software in any way.

2. Except as expressly permitted in the Terms and Conditions, the User may not use or copy (Including installing the Software on multiple PCs) the Software, in whole or in part.

3. The User has no right to license the Software, and the User may not sell, lend, or lease the Software to any third party.

4. The User shall not engage in any act that may overload the system of the Software or interfere with the operation of the Software and related services.

5. The User shall not perform any act that violates laws and regulations, is related to criminal acts, offends public order and morals, or provides benefits to antisocial forces, etc. in using the Software.

6. The User shall not use any analysis results generated using the Software for machine learning in other services outside of the Software.

7. If the Software is used to perform analysis as part of providing analysis services or in a similar manner, the User shall clearly indicate that the analysis was performed using the Software whenever disclosing or providing the content, results, or analysis images of such analysis to third parties, including but not limited to through websites, sales materials, and reports.

8. The User shall not engage in any other acts that are deemed inappropriate by the Company.

Article 7 (Suspension of the Software) The Company may, without prior notice to the User, suspend or discontinue the Software and related services, in whole or in part, (i) in case of urgent inspection or maintenance of the computer system related to the Software;(ii) in the event that the operation of the Software and related services becomes impossible due to computer or communication line failures, mishandling, excessive concentration of access, unauthorized access, hacking, etc.; (iii) in the event that the operation of the Software and related services becomes impossible due to force majeure such as earthquake, lightning, fire, windstorm, flood, power failure, natural disaster, or (iv) in any other case where the Company deems suspension or interruption of the Software or related services to be necessary.

Article 8 (Change of Contents of Software, Termination) The Company may change the contents of the Software and related services or terminate provision of the Software and related services at the Company's convenience.

2. In the event that the Company terminates provision of the Software and related services, the Company shall notify the User in advance.

Article 9 (Limited Warranty and Limitation of Liability) This software is provided "as is" without warranty of any kind, and the Company make no warranty, express or implied,

that the software is free from defects in fact or law (including, but not limited to, defects in safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, security, errors or bugs, or infringement of rights).

2 The Company shall not be liable for any damages incurred by the User arising from the Software and related services. The User agree to indemnify and hold the Company harmless from and against any damages, losses, or liabilities related to claims made by third parties against the User in connection with the use of the Software and related services. However, this disclaimer shall not apply if the contract between the Company and the User (including this Terms and Conditions) with respect to the Software is a consumer contract as defined in the Consumer Contract Act.

3 Even in the case provided in the last sentence of the preceding paragraph, the Company shall not be liable for damages arising out of special circumstances (including cases in which the Company or the User foresaw or could have foreseen the occurrence of the damages) among damages incurred by the User due to default or tort caused by the Company's negligence (excluding gross negligence).

4 In the event that the Company compensate the User for damages caused by default or tort due to the Company's negligence (excluding gross negligence), the maximum amount of compensation shall be one-third of the usage fees received from the User for the year in which such damages occurred.

Article 10 (Term) The Terms and Conditions shall become effective on the date the Software is downloaded by the User or installed on the User's hardware and shall remain in effect unless terminated in accordance with the following Article.

Article 11 (Suspension of Use, etc.) The Company may, without prior notice or demand, suspend or terminate the User from using the Software and related services in the event that the User falls under any of the following items. In such a case, the Company may claim damages incurred as a result of the User's breach. Upon termination of the use of the Software and related services, the User shall immediately destroy the Software stored on the User's hardware.

(1) If the User violates any provision of the Terms and Conditions

(2) If the User ceases to make payments or becomes insolvent, or files a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or any other similar proceedings.

(3) If the User is found to fall under the category of antisocial forces, etc. (i.e., organized crime groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by

Organized Crime Group Members, organized crime group members as defined in Article 2, Item 6 of the same law, persons who ceased to be a member of organized crime group within last five years, quasi-components of organized crime groups, companies related to organized crime groups, general assembly dealers, etc., persons who are involved in social movements, etc., or persons who are closely associated with organized crime groups, or other similar persons).

(4) In any other case in which the Company deem it inappropriate to continue use of the Software.

Article 12 (Confidentiality) The User shall treat as confidential any non-public information disclosed by the Company to the User with respect to the Software and related services, which the Company requires to be treated as confidential, except with the prior written consent of the Company.

Article 13 (Modification of the Terms and Conditions) The Company may revise the contents of the Terms and Conditions at any time as the Company deems necessary.

2. In the event the Company revises the Terms and Conditions, the Company will notify the User of the effective date and the content of the revised the Terms and Conditions by posting the revised the Terms and Conditions on the Company's website or by other appropriate means. In the case of a change in content that requires the consent of the User under the law, the consent of the User shall be obtained in a manner prescribed by the Company.

Article 14 (Export Control) The User agrees not to ship, transfer, or export the Software or the information and technology contained in the Software to countries where Japan or any other country prohibit or restrict the shipment.

Article 15 (Assignment of Status under the Terms and Conditions) The User may not assign, transfer, grant a security interest in, or otherwise dispose of its status under the Terms and Conditions, or rights or obligations under the Terms and Conditions to any third party without the prior written consent of the Company.

2. In the event of transfer of the business relating to this software and related services to another company, the Company may transfer its status under the Terms and Conditions, rights and obligations under the Terms and Conditions to the transferee of such business transfer, and the User agrees to such transfer in advance in this paragraph. The business transfer stipulated in this paragraph shall include not only ordinary

business transfers, but also company splits and any other cases in which the business is transferred.

Article 16 (Separability) If any provision of the Terms and Conditions is held invalid, illegal, or unenforceable in any respect, it shall be ineffective only to that extent and shall not affect the validity, legality, or enforceability of all other provisions.

Article 17 (Method of Communication) Communication from the Company to the User regarding the Software shall be made by posting on the Software or on the Company's website, or by any other method that the Company deems appropriate.

2 Any communication from the User to the Company regarding the Software shall be made by sending an inquiry form to be placed at the appropriate location within the Software or within the Company's website, or by any other method designated by the Company.

Article 18 (Governing Language, Governing Law and Court of Jurisdiction) The governing language of the Terms and Conditions shall be Japanese. The Terms and Conditions shall be governed by the laws of Japan. Any dispute arising out of or relating to the Terms and Conditions shall be settled in the Kyoto District Court as the court of exclusive jurisdiction of the first instance.

Above.

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