

Please carefully read the following End User License Agreement (hereinafter “Agreement”).

This Agreement will come into force when the software covered by this Agreement is installed, copied, downloaded, or used in some other method or when the checkbox showing consent with all the terms of the Agreement is checked. This software cannot be used without agreeing to the Agreement. NRI may refuse to provide the software at its own discretion. The clauses marked with an asterisk (\*) at their end are clauses that remain in effect even after the end of the Agreement. This End User License Agreement (hereinafter “Agreement”) comes into effect on the date that “Agree” at the end of the Agreement is clicked (hereinafter “Effective Date”) and prescribes the use of the original products and ancillary services of Nomura Research Institute, Ltd. (head office located at Otemachi Financial City Grand Cube, 1-9-2 Otemachi, Chiyoda-ku, Tokyo 100-0004, Japan, hereinafter “NRI”) provided to the customer (individual or the representative of a legal entity acting for the customer, hereinafter “Customer”) by NRI.

## End User License Agreement

### Article 1 (Purpose)

1 . The purpose of this Agreement is to prescribe the terms under which the software is provided by NRI to the Customer.

### Article 2 (License)

1 . NRI grants to the Customer the non-exclusive right to use this software within the Customer’s enterprise for use within the scope of the Customer’s normal operations. When using this software, the Customer shall comply with the items stated in the manual for using this software in addition to the terms of the Agreement.

### Article 3 (License Period)

1 . Upon agreeing to the terms of the License Agreement, the Customer may use the software during the following stated license period. An evaluation license, however, is only valid during the evaluation period.

- For an annual subscription: 1 calendar year (365 days) from the date of purchase.
- For a monthly subscription: Automatically renews every month as long as the license agreement prescribed in Article 21 has not ended.
- For when a license is purchased: Remains valid as long as the license agreement has not ended.

### Article 4 (Check of Media, Etc.)

1 . If the Customer inspects the media within 10 days of receiving the software and discovers any

missing pages, out of order pages, stains, or quantity deficiencies, the Customer shall notify the software seller of the same and if the problem is the fault of NRI or the seller, NRI or the seller shall replace or repair the media.

#### Article 5 (Updates)

1 . NRI may update the software when it discovers a content deficiency, error, missing information, or other contract deficiency. The Customer can be provided with updated software if a separate paid support agreement has been concluded with NRI. The terms of use for the updated software shall also be in accordance with the License Agreement.

#### Article 6 (Preparation of Infrastructure and Terminal Equipment, Etc.)

1 . The infrastructure and server, etc., that uses the software (hereinafter “On-Premises Environment”) shall be prepared by the Customer at Customer’s expense and responsibility. In addition, any terminal equipment, peripheral equipment, and other software and communications lines, etc., required for the Customer to use the software shall be acquired, installed, maintained, administered, and the usage consent obtained from third parties at the expense and responsibility of the Customer.

2 . Irrespective of the above paragraph, NRI may provide the On-Premises Environment for a separate charge at the request of the Customer.

#### Article 7 (Recommended On-Premises Environment)

1 . NRI shall present to the Customer the recommended On-Premises Environment (hereinafter “Recommended Environment”).

2 . The Recommended Environment is an actual operating results in NRI's environment, and NRI does not guarantee perfect operation of the software in the Customer’s Recommended Environment unless NRI has checked the Customer’s environment (hardware, software, communications lines, and how these are assembled). In addition, NRI does not guarantee perfect operation of the software if the Customer installs any software other than the basic OS in the Customer’s hardware.

3 . The Customer shall provide all of the equipment at Customer’s expense, including operating systems, and software (including the web browser) required to use and access the software based on the technical requirements stated in the documentation provided by NRI. In addition, the Customer shall provide completely at Customer’s responsibility the connections to access the software from the Customer’s computer system.

#### Article 8 (Non-Warranty)

1 . NRI licenses the Customer to use the software as-is basis and makes no warranty of any kind regarding the accuracy, merchantability, utility, or suitability for the purpose specified by the Customer.

Further, NRI makes no guaranty of any kind regarding the use or performance of the software and shall not be held responsible in any manner for the results that occur from the usage or performance of the software. NRI makes absolutely no guaranty or pronouncement regarding the merchantability, completeness, or existence of sufficient quality or the software notwithstanding that based on statutory law, common law, customary law, common practice, or another legal basis as well as notwithstanding any explicit or implied meaning. However, the above non-warranty does not apply when there is a legal exclusion or unavoidable coercion. \*

#### Article 9 (Amending the Agreement)

- 1 . NRI may amend this Agreement.
- 2 . When NRI amends this Agreement, NRI shall use the specified method, such as announcement on the software's website, to notify in advance the Customers affected by said amendment.

#### Article 10 (Refusal of Software Usage)

- 1 . NRI can refuse the use of the software in the event that any of the following items apply.
  - ① The Customer submits false information when purchasing the software.
  - ② When there is a risk that a situation stated in Article 15 could occur.
  - ③ When NRI faces significant operational or technical difficulties.
  - ④ When there is a risk the Customer will engage in acts that could hinder the normal operation of NRI's equipment.
  - ⑤ Other situations where NRI judges it is not appropriate to provide the software to the Customer.

#### Article 11 (License Fee and Payment Conditions)

- 1 . The software license fee and payment conditions shall be as stated in the schedule of charges posted on the product page for the software. The Customer shall pay the license fee for the software to NRI via Atlassian Pty Ltd. \*
- 2 . Any taxes and public dues, such as consumption tax, assessed to the fee as well as payment expenses shall be borne by the Customer. \*
- 3 . The Customer shall not currently or in the future place any limitations on or make any deductions from the fee paid to NRI in relation to any taxes, charges, import taxes, customs taxes, value-added taxes, or penalties, etc. assessed by the Customer's country. \*
- 4 . Unless otherwise prescribed by this Agreement, the Customer cannot request a return of the license fee paid to NRI. \*

#### Article 12 (Late Payment)

- 1 . If the Customer is late paying the license fee without a suitable reason and does not make payment

within a suitable period after being warned in writing, NRI may cease provision of the software until payment is made and NRI shall not be held responsible for compensation for damages suffered by the Customer during this time. \*

#### Article 13 (Change in Fee)

1 . The Customer agrees in advance that if fluctuations or similar issues in the economy or foreign exchange rate occur, NRI may reset the license fee; in which case the new fee will apply. \*

#### Article 14 (Subcontracting)

1 . NRI may, at its own responsibility, subcontract the provision of support service for all or part of the software to a third party.

2 . If NRI subcontracts all or part of the support service for the software as mentioned in the previous paragraph, NRI shall select a subcontractor that is found to be able to properly observe the terms prescribed in this Agreement and the subcontract shall have the same obligations under this Agreement as the obligations borne by NRI.

#### Article 15 (Restrictions on Use)

1 . The Customer shall not engage in any of the following acts when using the software. \*

① Replicate all or part of the software and publicly transmit it or install it in equipment that can automatically publicly transmit it.

② Modify, reverse engineer, reverse assemble, or reverse compile all or part of the software.

③ License or provide (including but not limited to transferring, sublicenses, and providing as collateral) to a third party all or part of the software.

④ If a specific device is specified for using the software, the use of the software on any other device.

⑤ Reselling or licensing the software to a third party without the prior consent of NRI.

⑥ Any acts in addition to the above that infringe on the intellectual property or company secrets related to the software.

⑦ Violating the law; infringing on the rights of any party including the intellectual property rights, privacy, or publicity rights of a third party; using the software in a way that inhibits other users of NRI services; or allowing the use of the software by other parties.

#### Article 16 (Limitation of Liability)

1 . Unless prescribed otherwise by this Agreement, if the Customer suffers damages for a reason that is the fault of NRI, for those damages that actually occurred and are normal and direct damages, NRI shall make compensation at the upper limit in the amount equivalent to the usage fees received for the individual service that is the cause of the damages (If the licensing fee is paid monthly, the amount for

the number of months up to the sustaining of the damages, and if paid annually, the amount equivalent to the annual amount for the year in which the damages were sustained, and for a one-time payment, the amount equivalent to the one-time payment amount). However, if the damages occurred for a reason not the fault of NRI, NRI shall not be held responsible in any manner for the damages sustained by the Customer due to special circumstances whether or not they were foreseen by NRI, lost profit, damage, or loss to intangible property such as a data program, or a request for compensation for damages from a third party. \*

2. NRI shall not be held responsible in any manner for damages sustained by the Customer or a third party (including but not limited to loss of business profit, interruption of business, loss of data, or other financial loss) as a result of the use or unuse of the software. \*

3. NRI shall not be held responsible in any manner for damages sustained by the Customer or a third party (including damages such as the inability of use or the loss of or damage to information resulting from the interruption or delay of service) caused by reasons of any of the following items or for another reason that is beyond the control of NRI. \*

① Damages sustained due to earthquake, fire, lightning, wind or water damage, infectious diseases (including communicable diseases, such as new strains of influenza), other natural disasters, war, and similar events that are out of the control of the parties involved.

② Damages due to the malfunction of computers or communications lines, electrical power incidents, planned power outages, or damage to or required maintenance work on means of transportation, etc.

③ Damages arising from amendment or abolition of the legal system or a disposition order from a public authority.

④ Damages from not being able to properly use the software or the results due to physical invasion by a third party.

⑤ Damages due to problems with the hardware OS, or software that are not the fault of NRI.

⑥ Damages arising from information obtained from a third party that is the manufacturer of the hardware, software, etc.

⑦ Damages caused by the Customer's software or results operation mistake or resulting from following the Customer's instructions and operational requirements.

⑧ Damages caused by errors in the software or data provided by another licensor other than NRI or damages caused by problems with the Customer's software or network.

⑨ Damages caused by the product of a third party.

⑩ Damages caused by a malfunction in equipment installed, maintained and administrated by the Customer or a party under the instructions of the Customer.

⑪ Damages caused by errors in the Customer's data, etc.

⑫ Damages caused by problems in the Customer's systems, software, or network that are connected to the software or its results.

- ⑬ Damages caused by not being able to properly use the Customer's data, etc.
- ⑭ Damages caused by delays or inexecution of the operations supervised by the Customer or the Customer's management and consultation (including but not limited to deficiencies in the Customer's review system or delays in the Customer's decision making).
- ⑮ Damages caused by acts of unauthorized access, such as computer viruses and hacking.
- ⑯ Damages caused by unforeseen equipment or software trouble or system crashes due to a concentration of transactions notwithstanding the precautions taken by NRI with the care of a good manager.
- ⑰ Damages caused by malfunctions, inability to access, or deteriorated performance that is the fault of a telecommunications company or the internet connection provider.
- ⑱ Compensation for damages pursuant to Article 4 Paragraph 1 arising from computer program operation problems caused by the software of a third party included in the computer program operation environment that is included in the results, such as the terminal equipment, peripheral equipment, other software, and communication lines may be claimed only if said claim is made within one (1) year from the date the Customer sustained said damages when NRI has breached its performance of obligations pursuant to the Agreement notwithstanding the cause of the claim. \*

#### Article 17 (Guaranty)

- 1 . NRI guarantees that at the time this Agreement was concluded it has not been subjected to claims of intellectual property infringement by a third party regarding this service and that if the Customer sustains damages due to claims of intellectual property rights infringement from a third party in regards to the use of the software under the conditions stipulated in this Agreement that are the fault of NRI, then NRI shall make compensation for said damages to the Customer pursuant to Article 18. \*
- 2 . The provisions of this Article prescribe when NRI shall be responsible for intellectual property right infringements. \*

#### Article 18 (Compensation for Rights Infringement)

If there is a claim by a third party of intellectual property infringement or unauthorized use of the Customer's data or the use of the Customer's data pursuant to the Agreement and if there are related damages, then NRI shall not be subjected to damages and shall be protected and compensated for all of the expenses, losses, and claims for which NRI is held to be responsible. \*

#### Article 19 (Cessation of Software Provision)

- 1 . When the Customer is subject to any of the following items, NRI may cease to provide the software to the Customer after notifying the Customer of the reason for said cessation in advance. In this case, the Customer forfeits the benefit of time and at that point in time shall pay NRI allowed fees for the

software. \*

- ① When the Customer is late paying the license fee, etc.
- ② When the Customer breaches the terms of the Agreement.
- ③ When it is discovered that false information was submitted when purchasing the software.
- ④ When the Customer is subject to any of the incidents stated in Article 15.

2. NRI may cease provision of the software in response to the instructions, guidance, or commands of the law or a public authority. In this case, the Customer shall be notified of the same without delay.

3. When the Customer uses the software for illegal acts or engages in acts that risk being detrimental to or infringing on the rights of other customers, NRI, or a third party, or when NRI deems acts of the Customer are contrary to the public order and morals, NRI may terminate provision of the software and take the measures necessary to correct the situation and the Customer shall not object to the same.

#### Article 20 (Agreement Termination)

1. When the terms of the Agreement are not executed due to the fault of the other party, the Customer or NRI shall notify said party in writing requiring said execution in a reasonable time, and if said party does not complete said execution, the Customer or NRI may terminate the Agreement upon written notice.

2. If any of the following items applies to the other party, the Customer or NRI may immediately and unilaterally terminate the Agreement without notice to the other party. When the payment for Sub-Claus one is suspended.

3. If one of the situations of the above items occurs, the party that is the cause of the incident shall lose the benefit of time and at that point in time shall pay all its liabilities. Further, even if the other party does not immediately terminate or cancel the Agreement, the right to terminate or cancel the Agreement is not annihilated as long as the right to terminate or cancel the Agreement is not abandoned in writing. \*

4. The end of the Agreement pursuant to this article does not inhibit the Customer or NRI from claiming compensation for damages from the other party. \*

5. The Customer cannot request a return of the license fee paid to NRI unless the Agreement was terminated for a reason that is the fault of NRI.

#### Article 21 (End of the End User License Agreement)

1. When the Customer ends use of the software and the End User License Agreement ends for whatever reason, the Customer shall promptly return the software and delete or destroy the installed software and shall submit the proof in writing of the same when requested by NRI. \*

#### Article 22 (Intellectual Property Rights)

1. All copyrights, industrial property rights, and other intellectual property rights (excluding the usage rights acquired by the Customer pursuant to this Agreement) are the property of NRI or the licensors to NRI. \*

2. The software manuals bearing “NRI,” “Nomura Research Institute,” or labels of other licensors shall not be shown to a third party without the prior express written consent of NRI. \*

#### Article 23 (Confidentiality)

1. Unless agreement in writing is received from the other party in advance, the Customer and NRI shall not disclose or leak to a third party the information specified in writing by the other party as being confidential of the business and technical confidential information of the other party obtained in relation to the software nor the NRI technical information related to the software (hereinafter “Confidential Information” and the NRI confidential information includes the software manuals, etc., labeled with “NRI” and marks of other licensors) and this shall be used for no other purpose than the provision and use of the software. \*

2. Notwithstanding the provisions in the previous paragraph, the Customer or NRI can disclose only to government agencies authorized to receive said disclosure that confidential information received through disclose by the disclosing party when said disclosure is legally requested by the government agency and there is a legal requirement to disclose said confidential information to said government agency.

3. The provisions of the above paragraph do not apply to information to which any of the following items apply.

① The receiving party already legally possessed the information prior to disclosure by the disclosing party.

② The receiving party had already independently developed the information unrelated to the confidential information disclosed by the disclosing party.

③ Publicly known information.

④ The receiving party legitimately obtained the information from a third party without the obligation of confidentiality.

4. The Customer shall not disclose or leak to a third party the NRI confidential information obtained regarding the software (including design overviews, external designs, internal designs, I/F specifications, table layouts, source code, load modules, manuals, installation instructions, and operation handbooks). However, public information, the information the Customer received legitimately from a third party, information already possessed by the Customer, and information disclosed as required by the competent authorities or by law is not considered to be confidential information. If the Customer violates its obligations under this Article, NRI may request that proper measures be taken, such as an injunction of the violation in addition to claiming compensation for

damages. \*

5 . The provisions in Paragraphs 1 to 3 of this Article shall apply separately to each piece of confidential information and shall apply for two (2) years from the date the receiving party receives said confidential information from the disclosing party, and the provisions of the above paragraph shall remain in force even after the end of the Agreement. \*

#### Article 24 (Information Disclosure Required by Law, Etc.)

1 . If the Customer or NRI receives an order or request based on a law from a regulatory agency, related self-regulatory body, or a securities exchange or court if the Customer is involved in the securities business, then they can disclose the confidential information and general information of the other party that they possess. However, if the Customer or NRI makes such a disclosure, they must notify the other party of the same without delay. \*

#### Article 25 (Personal Information)

1 . If NRI must handle personal information, an individual's personal number, or specific personal information (hereinafter "Personal Information") related to the software, NRI shall notify the Customer of the same in advance and both NRI and the Customer shall agree to the privacy policy.

#### Article 26 (Prohibition of the Assignment of Rights)

1 . The Customer shall not assign, transfer, or offer as collateral to a third party the rights, obligations, or status acquired under the Agreement unless express written consent is received from NRI in advance. However, NRI will not refuse such a request from the Customer without a legitimate and rational reason. \*

#### Article 27 (Language and Standard Time)

1 . This Agreement shall be created in English and the translations in any other language shall have not affect the interpretation of the Agreement. \*

2 . The dates and times contained in this Agreement, the software, and the materials provided to the Customer by NRI accompanying the software shall in principle be Japan standard time. \*

#### Article 28 (Export Control)

1 . If the Customer uses the software from overseas, takes the software results overseas, or provides the results to a non-resident, the Customer bears the sole responsibility to observe the Foreign Exchange and Foreign Trade Act and other export-related laws and to follow the proper procedures, such as obtaining the required permissions. The Customer agrees that it will not violate any legal restrictions that apply to said export and shall not export the software from any country. \*

Article 29 (Governing Law)

1 . This Agreement shall be governed and interpreted by the law of Japan and the Tokyo District Court shall be the exclusive court of the first instance for all legal disputes regarding this Agreement.

\*

Article 30 (Notices)

All notices to NRI shall be sent to Nomura Research Institute, Ltd. Yokohama Nomura Building, 4-4-1 Minato Mirai, Nishi-ku, Yokohama, Kanagawa 220-001, JAPAN or aslead-support@nri.co.jp. Notices will be deemed to have been properly sent after 24 hours has passed since the email was sent in the case of notice by email or after 3 days have passed since the letter was posted in the case of notice by letter. As certification of the notification service, it is sufficient for a letter for there to be proof the letter was properly addressed, postage applied and sent by post, and for an electronic communication for there to be proof the email was sent to the email address specified by the receiver.

Article 31 (Complete Agreement)

1 . This Agreement is a complete agreement between the Customer and NRI regarding the conditions for providing the software and takes precedence over all expressions, negotiations, communications, and notices that differ from this Agreement. Even if part of this Agreement is interpreted to be invalid and unenforceable, all the other parts of the Agreement shall remain unaffected, valid, and in force. However, this Agreement does not restrict the exercise of the legal rights of the Customer. \*

2 . Any matters not stipulated by this Agreement or any questions arising regarding this Agreement shall be harmoniously resolved through discussions in good faith between the parties.