

## Terms of Use for IchigoJam Loyalty-Free Program

You are required to agree to this Terms of Use for IchigoJam Loyalty-Free Program (the “Terms”) in order to use the loyalty-free program provided by B Inc. Please note that you are deemed to have agreed to the Terms once you use the loyalty-free program. The Terms may be amended as necessary, therefore please refer to the latest version of the Terms when you use the program.

### Article 1 Definitions

- (1) The “Company” means B Inc. which provides the Work under the Terms.
- (2) The “User” means a person or an entity which exercises the rights under the Terms.
- (3) The “Work” means any copyrighted work concerning the software “IchigoJam BASIC” provided by the Company to the User.
- (4) “Derivative Work” means a copyrighted work created by translating, arranging musically, transforming, dramatizing, cinematizing or otherwise adapting a pre-existing copyrighted work; provided, however, that a copyrighted work constituting a copyrighted work of compilation or copyrighted work of database (a copyrighted work of compilation and copyrighted work of database shall be collectively referred to as “Compilation Work”) shall not be deemed a Derivative Work. In addition, for the purpose of the Terms, Derivative Work does not include a copyrighted work created by revising, transforming or adapting a pre-existing copyrighted work in such a manner that the Company would be defamed or slandered.
- (5) The “Trademark” means the trademark “IchigoJam” (the trade mark registered number 5746078, registered in Japan).
- (6) The “Product” means the hardware product manufactured by the User using the Work.
- (7) The “Transfer Purpose” means the purpose of the User to transfer the Product to a third party (whether with or without charge) .

### Article 2 Use under Laws

The Company does not prohibit the User’s use of the Work which is permitted under the Copyright Act or other applicable laws such as the provisions of limitations of copyrights (Articles 30 through 49 of the Copyright Act), provisions of limitations of moral rights of author (Articles 18.2 through 18.4, 19.2 through 19.4 and 20.2 of the

Copyright Act) and provisions of limitation of neighboring rights (Article 102 of Copyright Act).

### Article 3 Grant of License for Non-Transfer Purpose

- 3.1 The Company grants the User a non-exclusive right of use as set forth in the following with respect to the Work, on the condition that the User complies with the Terms.
- (1) to reproduce the copyrighted work contained in the Work (including reproducing by incorporating into a Compilation Work; the same shall apply hereinafter).
  - (2) to create a Derivative Work by adapting the Work and to reproduce such Derivative Work.
  - (3) to reproduce a phonogram contained in the Work.
- 3.2 The User may conduct adaptation to the Work or Derivative Work thereof which is technically necessary to use that in other medium or format.
- 3.3 The Company will not exercise the moral rights of author held by the Company in relation to the Work or Derivative Work thereof, with respect to use of them pursuant to the Terms.
- 3.4 The Company reserves any rights other than those explicitly granted to the User under the Terms.

### Article 4 Obligations on Use

The User shall comply with the following items with respect to use under the license granted under Article 3.

- (1) The User may use the Work only in accordance with the Terms.
- (2) The User shall not use the Work or Derivative Work thereof for Transfer Purpose.
- (3) When the User uses the Work, Derivative Work thereof or Compilation Work incorporating the Work, the User shall maintain any and all copyright notices on the Work without any change.
- (4) When the User uses the Work, Derivative Work thereof or Compilation Work incorporating the Work, the User shall display the credits for the Company in a reasonable manner.
- (5) When the User uses the Work, Derivative Work thereof or Compilation Work incorporating the Work, the User shall display the title.
- (6) When the User uses the Work, Derivative Work thereof or Compilation Work incorporating the Work, the User shall display credits indicating the use of the

original copyrighted work contained in the Derivative Work or Compilation Work. Such credits may be displayed in any reasonable manner; provided, however, that, in the case of a Derivative Work or Compilation Work, the credits shall be displayed at the place where credits for authors in similar cases should be displayed, and at least as prominently as in cases where credits for authors in similar cases would be displayed.

- (7) The User shall not sublicense the Work.
- (8) The User shall not use the Work or Derivative Work thereof using technological protection measures which control, in a manner against Article 3 or 4, the access to or use of the Work.
- (9) Conditions in this Article 4 shall be applied to the Work or Derivative Work in case where the Work or Derivative Work is incorporated into the Compilation Work; provided, however, that Articles 3 and 4 shall not be applied to such Compilation Work itself which incorporates the Work or Derivative Work thereof.
- (10) If the User creates a Derivative Work of the Work or Compilation Work incorporating the Work or Derivative Work thereof, the User shall, upon and in accordance with the Company's request, delete any description referring to the Company and any of the Work from the Derivative Work or Compilation Work.

#### Article 5 Use for Trasfer Purpose

The User shall execute an agreement with the Company separately in order to use the Work or Derivative Work thereof for Transfer Purpose.

#### Article 6 No Warranty

- 6.1 The Company provides the Work "as is", and does not make any warranty, express or implied, including, without limitation, fitness for particular purpose of use, non-infringement on third party's rights and absence of defects.
- 6.2 The Company shall not be liable for any damages arising out of the license hereunder or use of the Work under such license (including, without limitation, damages caused by the grant of the license by the Company for the Work without obtaining permissions from persons or entities holding copyrights, neighboring rights, moral rights of author, moral rights of performer, trademark rights, publicity rights and other interests protected by applicable laws such as Unfair Competition Prevention Act with respect to the Work) whether or not the Company has been advised of the possibility of such damages, unless the damages are caused by the Company's willful misconduct or gross negligence.

#### Article 7 Prohibition of Use of Trademark

- 7.1 Unless otherwise provided for Article 3 and for separately by the Company, any provision in the Terms does not, and shall not be deemed to, grant any right, power or interest regarding the Trademark to the User.

#### Article 8 Treatment after Termination

- 8.1 The license granted under Article 3 shall automatically terminate when the User violates a provision in the Terms.

#### Article 9 Other Matters

Should any provision of the Terms be held to be invalid or unenforceable under applicable laws, it does not affect adversely validity or enforceability of the remaining provisions of the Terms.

#### Article 10 Governing Law and Jurisdiction

- 10.1 The Terms shall be governed by and construed in accordance with the laws of Japan.
- 10.2 The Japanese version of this Agreement shall be deemed as the original and this English version is a translated version. The both parties shall confirm that only the original is legally binding.
- 10.3 Any dispute arising between the Company and the User with respect to the Company's service shall be subject to the exclusive jurisdiction of Tokyo District Court or Tokyo Summary Court in the first instance.

B Inc.

Enacted on May 15, 2017