

<TRANSLATION for REFERENCE PURPOSES ONLY>

**Next Design Subscription Agreement**

DENSO CREATE INC. (“we”, “us” or “our”) agrees to proceed with your subscription for the Next Design based on your order and in accordance with the Next Design End User License Agreement (“EULA”) and this Next Design Subscription Agreement (“Agreement”). You are deemed to accept all these terms upon placing the order for this subscription procedure.

**1. Subscription Procedure**

- 1 The procedure below will allow you to use the Next Design (“Product”).
  1. You notify us (or a sales partner designated by us) of the number of users, user information, date to start the use of Product.
  2. We (or a sales partner designated by us) deliver you the product key(s) (“Product Key(s)”).
  3. Activation of Product Key(s): Each user activates the Product Key on a computer with the Product in accordance with the procedure that we let you know (“Activate” or “Activation”).
- 2 Account concept

The number of users or computers (“Accounts”) licensed for using the Product depends on the license type.

  1. User license

An “Account” means the combination of (i) a Product Key, (ii) a user who Activated the Product Key, and (iii) a computer on which the Product Key has been Activated.
  2. Floating license

An “Account” means the combination of (i) a Product Key and (ii) a computer on which the Product Key has been Activated.
- 3 Restrictions

The number of users or computers licensed for using the Product depends on each license type as follows:

  1. User license
    - I. A single license grants the right to Activate to a single user. A single user can Activate the Product Key on up to two computers.
    - II. You can re-Activate the Product Key on another computer only after dis-Activating it.
    - III. If you have multiple users for a single computer, you need the same number of Accounts as of such users. It is not allowed for one account to be shared by multiple users.
  2. Floating license
    - I. A single license grants the right to use the Product to a single user only for a single operating system on a single computer. It is not allowed that multiple users use the Product

on a single computer simultaneously.

- II. You can Activate on multiple computers for up to the licensed number. If you exceed the number, you may not use the Product.
3. You may not sell, transfer or lease this Agreement without our prior consent.

## **2. Adding the Account**

- (1) If you wish to add users or computers to use the Product, you may do so by adding the Accounts.
- (2) Fees for such additional Accounts are on a prorated basis for the number of months beginning from the month of the license of such additional Account until the expiration month of this Agreement.
- (3) The additional Accounts will be deemed integrated to the license granted hereunder and the same Product Key will be assigned to such additional Accounts.
- (4) You may not reduce the number of Accounts during the term of this Agreement.

## **3. Term of Agreement**

- (1) This Agreement becomes effective from our acceptance of your order for the Subscription. The term of this Agreement is one year. However, if “End Date for Use” is clearly stipulated at the Product Site (URL: <https://www.nextdesign.app/>) or the Direct Mail or other media, the term of this Agreement ceases on such day.

## **4. Extension or Expiration of Agreement**

- (1) You may extend the term of this Agreement by applying for the extension to us (or a sales partner designated by us) before the expiration of the term of this Agreement.
- (2) You may add or reduce the number of Accounts when extending this Agreement.
- (3) If you do not apply for the extension, this Agreement expires at the end of the term of this Agreement.
- (4) We may change the fees by delivering you a written notice at least three months before the expiration of this Agreement.
- (5) In the event of termination of the Next Design End User License Agreement, whether by cancellation or expiration of the term, this agreement shall concurrently terminate.

## **5. Correlation with EULA**

- (1) EULA applies where this Agreement is silent.
- (2) This Agreement prevails if there is discrepancies between EULA and this Agreement

## **6. Limitation of Liability**

- (1) We disclaim any liability for any damages whatsoever you incur from the use of the services or products provided hereunder.
- (2) We may alter or discontinue the subscription procedure without obtaining your prior consent.

Effective date : December 1, 2019

Date of revision : January 20, 2022

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