NEEDLEWORK Sales Terms
[Permanent license version]

Chapter 1 General rules

Article1　　(Purpose of this agreement)

This agreement (hereinafter referred to as the "Agreement") sets forth the terms and conditions for the use of NEEDLEWORK [Permanent License Version], a firewall policy test automation software provided by AP Communications Co., Ltd. (hereinafter referred to as the "Company").

　This agreement is the content of the NEEDLEWORK sales agreement [Permanent license version] (hereinafter referred to as "this agreement") between the Company and the contractor.

Article2　　(Definition of terms)

In this agreement, the meanings of the terms listed in the following items shall be as specified in each item.

　　(1)　This software
　　　　Firewall policy test automation software (software name: NEEDLEWORK) downloaded from our website.
　　(2)　This license
　　　　The right to install and use this software within the scope permitted by this agreement.
　　(3)　Permanent license
　　　　A license that allows you to use this software for an indefinite period of time.
　　(4)　This license file
　　　　This is the file downloaded from our website that the contractor needs to obtain this license.
　　(5)　Contractor
　　　　A person who purchases this license from us and uses this software.
　　(6)　Contractor equipment
　　　　Refers to servers, PCs, USB LAN adapters, telecommunications equipment and other equipment and software installed by the contractor to use this software, as well as telecommunications lines.
　　(7)　This manual
　　　　A manual that defines how to use this software.

Article3　　(Use of this software)

1　The Contractor provides the contractor's PC information to the Company through the PC information acquisition software separately provided by the Company. The Company shall create the License File based on such information, and the Contractor shall download the License File and the Software from the Company's website (with the ID and password specified by the Company) and install the License File on the Software to use the Software. You can use the Software by downloading the License File and the Software from the Company's website (with the ID and password specified by the Company) and installing the License File on the Software.

2　If you do not install this license file on this software or if this license has expired, you cannot use this software.

Article4　　(Sending this agreement and changing this agreement)

1　We may change this agreement. In this case, the terms of use of the contractor shall be based on the changed terms.

2　When making changes to the preceding paragraph, the contractor shall notify the fact and the

effective time by e-mail to the e-mail address specified in advance in writing, and send the changed terms.

Chapter 2 Sales Terms

Article5　(Sales conditions)
1　This license shall be sold on condition that you agree to these terms.
2　The functions of this software are as described in this manual, which is separately presented to the Contractor by the Company.
3　The Company grants the contractor a non-transferable non-exclusive right to use the copyright and other intellectual property rights related to this software for the purposes described in this agreement and for appropriate operations based on this manual.

Chapter 3 How to Purchase This License and Price

Article6　(How to apply for this license)
1　Based on the quotation provided by the Company, the Contractor shall apply for the purchase of the License by writing the necessary information (including the Contractor's intention to comply with these Terms) on the order form prescribed by the Company and sending said order form to the Company.
2　The contract shall be concluded when the application set forth in the preceding paragraph is made and the Company notifies the contractor that the purchase order has been received.

Article7　(Price of this license)
The price of this license shall be stated in the quotation that we send to the contractor.

Article8　(Payment of purchase amount, etc.)
1　The Contractor shall transfer the purchase amount and consumption tax to the bank account designated by the Company by the end of the month to which the invoice issued by the Company arrives.
2　No refunds or cancellations will be accepted after the purchase amount has been transferred.

Chapter 4 Permanent License Validity Period

Article9　(Permanent license validity period)
The term of validity of the Permanent license granted in this agreement shall start from the date when this license file is installed in this software, and there is no fixed term.

Chapter 5 Intellectual Property Rights and Confidentiality

Article10　(Intellectual property right)
All intellectual property rights, including copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Act), moral rights (the rights stipulated in Articles 18 to 20 of the Copyright Act), and know-how contained in the software, including documents and documentation related to the software, shall belong to the Company or its suppliers. The Company or its suppliers shall own all intellectual property rights, including the rights of the Company and its suppliers.

Article11　(Confidential hold)

1   The Contractor and the Company shall use the other party's sales, technical (software code, structure, organization, etc.), business and other confidential information obtained through the use of the Software only for the purpose of using the Software, and shall not disclose or leak such information to third party without the prior written consent of the other party. You shall not disclose or leak such information to the third party without the prior written consent of the other party.
2   Notwithstanding the provisions of the preceding paragraph, unless otherwise specified, the information listed in each of the following items shall not be treated as confidential information.
    (1)   Information that is already publicly known or information that has become publicly known after disclosure without the responsibility of the recipient
    (2)   Information that was previously held by using this software
    (3)   Information developed independently, regardless of the information obtained by using this software
    (4)   Information legally obtained from the third party, which has legitimate rights, without obligation of confidentiality

Article12   (Handling of personal information)
We will strictly handle contractor information based on the privacy policy published on our website. The URL of our privacy policy is as follows.
http://www.ap-com.co.jp/security/index.html#kojin

Chapter 6 Contractor Responsibilities

Article13   (Equipment setting and maintenance)
1   The Contractor shall set up the contractor's equipment under the conditions specified in this manual at his own expense and responsibility, and maintain the environment for using the contractor's equipment and this software.
2   When using this software, the Contractor shall use the telecommunications service of the telecommunications carrier, etc. to connect the contractor's equipment to the Internet, etc. at his own expense and responsibility.
3   The Contractor shall use this software in normal usage in accordance with this agreement, this manual and other usage instructions instructed by the company.

Article14   (Responsibility for managing ID and password)
The contractor shall disclose, lend, and share the user ID and password at his/her own risk, and shall strictly manage them so that they will not be leaked to the third party other than the Contractor. The Company shall not be liable for any damages caused by improper management of user ID and password, leakage, mistake in use, or unauthorized use by the third party.

Article15   (Backup etc.)
The Contractor is responsible for backing up and otherwise managing and storing the data, etc. sent or received using this Software, and the Company is not responsible for any loss or damage to such data, etc.

Article16   (Export management)
If the Contractor directly or indirectly exports this software, takes it overseas, or provides it to non-residents, the necessary procedures shall be taken in accordance with the export-related laws and regulations of Japan. The same applies when prescribed procedures are required due to the application of foreign export-related laws and regulations such as the US Export Control Law.

Article17   (Prohibited act)

The Contractor shall not perform any of the acts listed in the following items.
  (1) Duplicate this software
  (2) Modify, adapt, publicly transmit, sublicense, assign, or lend this software, or assign, sublease a copy of this Software, except with Company's prior written consent.
  (3) Disassemble, decompile, and reverse engineer this software
  (4) Use this software to perform acts that infringe or give disadvantages to the third party's copyright, portrait rights, etc., acts that violate public order and morals, acts that violate laws and regulations, or acts that may violate the law.
  (5) To delete or modify trademarks, trade names, copyright notices, descriptive texts, and other notices related to rights described in this software.

Chapter 7 Our Disclaimer

Article18 (Disclaimer)
1   The Company shall not be liable for contract nonconformity or warranty not stipulated in this agreement, regardless of whether it is explicit or implied, regarding the function and quality of this software. In addition, regarding malfunctions and defects of this software, we limit our responsibility to repairs or updates of this software.
2   The Company makes no warranty of completeness, certainty, usefulness, or any other kind with respect to the Software, including, but not limited to, that the contents of the Software will be compatible with the Contractor's specific purpose, that the Software will have the expected functionality, and that the Software will be free of defects or malfunctions.
3   The Company may suspend or interrupt the provision of all or part of the Company's server (hereinafter referred to as the "Server") that is necessary for the use of the Software without prior notice to the Contractor if the Company determines that any of the following reasons exist.
  (1) When inspecting and maintaining the computer system related to this server
  (2) When it becomes difficult to provide this server due to force majeure such as a natural disaster
  (3) In addition, when we judge that it is difficult to provide this server
4   Even if the Contractor or the third party suffers damages due to the suspension or interruption of the provision of all or part of the Software or the Server described in the preceding paragraph, or due to the use of the Software, the Company shall not be liable for any compensation regardless of the cause, including consequential damages, incidental damages, and lost profits.

Chapter 8 Software Maintenance Support

Article19 (Providing maintenance support)
We provide the following maintenance support regarding the use of this software (a separate application for maintenance support by the contractor is required).
  (1) Inquiry support
  (2) Updates and updates to this software

Article20 (Implementation of maintenance support and inquiries)
1   Maintenance support for this software will be provided by us or our designated business operator.
2   In addition, the Company shall establish a contact point (email address) for maintenance support of this software, and the contact information shall be specified in this manual.
3   Inquiries regarding the use of this software will be provided by e-mail. However, we are not responsible for the continuous questions regarding the matters described in this manual and the matters not related to the use of this software.

Article21　(Maintenance support period, cost, etc.)
The Contractor can receive maintenance support by paying the maintenance support fee separately. We will separately provide the maintenance support period, the amount of the cost, and the payment method of the cost in the quotation.

Article22　(Not supported)
The Company shall not be liable for any of the following items if the cause of the failure falls under any of the items listed below. The cost may be charged to the Contractor.
    (1) When there is a problem with the contractor's equipment or other contractor's in-house system
    (2) When the function is not defined in the function specified in this manual and is not originally possessed by this software.
    (3) When the cause is that the contractor does not comply with this agreement and this manual
    (4) Caused by contractor's negligence, accident, inadequate environment (including but not limited to power surges, floods, heat exposure, etc.) Or damage due to lack of control
    (5) In addition to the preceding items, when an event that occurs without our responsibility is a cause that interferes with the normal operation of this software

Chapter 9 Discontinuation of this license

Article23　(End of sale)
The Company may terminate this license notwithstanding the provisions of Article9. When terminating the License, the Company has set two stages: the end of sale and the end of all support (including the License and Maintenance Service). The notice of end of sale, the date of end of all support, and the services to be terminated at each stage are set forth below.
    (1) End of sale
        When the sale of this license is terminated, the Company shall notify the Contractor of the termination of sales at least 3 months in advance. Notification of the end of sales shall be sent by e-mail to the e-mail address specified in advance by the Contractor at the time of purchasing this license. After the sale ends, the Contractor will not be able to purchase or renew this license.
    (2) End of all support
        After the end of sales, the response date 3 years after the end of sales will be the end date of all support. After the end date of all support, this license will be invalidated, and all maintenance services will be terminated.

Chapter 10 Others

Article24　(Cancel)
The Contractor and the Company may cancel this contract without any notice or notification when the other party has any of the following reasons. The cancellation under this Article shall not prevent the claim for damages against the other party.
    (1) When you neglect to pay the purchase price
    (2) When a bill or check is rejected
    (3) When there is a petition for bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings
    (4) When receiving seizure, provisional seizure, provisional disposition, etc., or when there is a petition for auction
    (5) When a resolution is made to dissolve, transfer all or a significant part of the business
    (6) When you receive a delinquent disposition of taxes and public dues

(7) When a person violates this contract and receives a notice of correction for a reasonable period, but the correction is not made within that period

Article25 (Exclusion of anti-social forces)
1   The Contractor represents that he/she is not currently a member of a crime syndicate, a crime syndicate member, a crime syndicate quasi-constituent, a crime syndicate related enterprise, a general meeting of shareholders, a social movement advocate, a special intelligent crime syndicate, or any other equivalent (hereinafter referred to as "Anti-Social Forces"), and that he/she does not belong to a corporation, etc. in which Anti-Social Forces are substantially involved in the management. The applicant shall declare that he or she is not a member of any anti-social forces and does not belong to any corporation, etc., in which anti-social forces are substantially involved in the management, and shall pledge not to fall under such a category in the future.
2   If the Contractor falls under any of the following items, the contract can be canceled without any notice, and it is not necessary to compensate the Contractor for any damages.
    (1) When the Contractor is deemed to be an antisocial force
    (2) When it is recognized that antisocial forces are substantially involved in the management of the Contractor
    (3) When the Contractor is found to be using anti-social forces
    (4) When it is recognized that the Contractor is involved in providing funds, etc., or providing convenience to anti-social forces.
    (5) When the Contractor, an officer of the Contractor, or a person who is substantially involved in the management of the Contractor has a relationship that should be socially criticized with antisocial forces.
    (6) Violent demands, unjustified demands beyond legal responsibility, threatening behavior, violence and dissemination of rumors, false accounting, and credit damage using the third party by the Contractor himself or by using the third party・When business interruption or other similar acts are involved

Article26 (Consultation, etc.)
If there is any doubt about a matter not stipulated in this agreement or a stipulated item, the Contractor and the Company shall resolve it after consultation in good faith. In addition, even if any part of the contract is invalid, the validity of the entire contract shall not be affected, and the invalid part shall be replaced by valid provisions that most closely match the intent of such part.

Article27 (Governing law and jurisdiction)
1   This agreement is written in Japanese, and the governing law is Japanese law.
2   If there is a need for a proceeding between the Contractor and the Company, the summary court or district court that has jurisdiction over the location of the Company's head office shall be the exclusive agreement jurisdictional court of the first instance, depending on the amount of the proceeding.

That's all

AP Communications Co., Ltd.
2021.9.14 established