

IMPORTANT -- THIS AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) ("LICENSEE", "YOU" OR "YOUR") AND VOICE APP SOFTWARE, INC. ("REAL TIME TRANSLATOR"). BY USING THE SERVICES AND/OR ANY SOFTWARE HEREIN DESCRIBED, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT TO VOICEAPP THAT YOU HAVE LEGAL AUTHORITY TO BIND THAT ENTITY.

1. Your Agreement with VoiceApp.

You are agreeing to use one or more of VoiceApps' cloud-based real time translation service, which may be referred to individually or collectively herein as the "Service(s)", and/or Real Time Translator ("RTT"). The Service and the Software may not be error free. Therefore, You are advised to safeguard important data, to use caution and not to rely on the correct functioning or performance of the Service or Software. Although VoiceApp will use reasonable efforts to provide technical support (assuming you have paid any applicable fees), it provides no assurance that any specific errors in the Service or Software will be corrected.

2. License Grant and Restrictions

Subject to the terms and conditions of this Agreement and depending upon whether during sign-up and/or purchase process you have agreed to use the Service and/or the Software on a subscription basis or to receive a perpetual license to use the Software, VoiceApp grants to You:

- a non-exclusive, non-transferable license (without right to sublicense) to use the Service and/or Software for the term of this Agreement; and/or
- a non-exclusive, non-transferable, perpetual license (without right to sublicense) to use the Software.

Except as otherwise specifically permitted in this Agreement, You may not:

1. modify or create any derivative works of the Service or Software;
2. copy any portion of the Service or Software;
3. sublicense or, unless You have signed up for an account that permits more than one user (in which case You agree not to exceed the permitted number of users), permit use of the Service or Software by more than one user;
4. reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction);
or
5. use the Service or Software in a timesharing, hosting or service bureau arrangement, or otherwise transfer rights to the Service or Software.

Any update to the Software provided to You is made on a license exchange basis such that You agree, as a condition for receiving an update, that You will terminate Your use any previous version of the Software. VoiceApp may automatically check the Service and/or Your version of the Software and may automatically update the Service and/or Software from time to time. You agree to accept such updates subject to this Agreement.

3. Your Account and Use of the Service or Software.

You may be required to create an account to participate in the Service and/or use the Software. If You are entering into this Agreement on behalf of an entity, You represent and warrant that the entity will utilize the Services and/or Software under a single account. You agree not to impersonate any person or entity or misrepresent Your identity or affiliation with any person or entity, including using another person's username, password or other account information. You are responsible for the security of Your password and for any use of Your account. You also agree to notify us promptly at support@voiceapp.co.jp of any unauthorized use of Your username, password, other account information, or any other breach of security that You become aware of involving or relating to the Service or Software.

If there is a fee associated with your use of the Service or Software, You agree to pay that fee. The fee charged excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. VoiceApp may suspend or cancel Your access to the Service or Software if VoiceApp does not receive payment from You. Suspension or cancellation for non-payment may result in a loss of access to and use of Your account. To pay any fees, You will be asked to provide a payment method at the time you sign up with RTT. You agree to keep your billing account information current at all times. By providing VoiceApp with Your payment method, You (a) represent that You are authorized to use the payment method that You provided and that any payment information You provide is true and accurate; and (b) authorize VoiceApp to charge You using Your payment method and to charge You for any paid feature that You choose to sign up for or use while this Agreement is in effect. You acknowledge and agree that VoiceApp may bill you on a recurring basis for Services that You purchase on a subscription basis. If You take part in any trial offer, You must cancel the Services by the end of the trial period to avoid incurring charges, unless VoiceApp notifies You otherwise. VoiceApp may change the price it charges for the Services at any time and will notify You in advance of such changes. If You do not agree to the price change, You must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Services offer, that price will remain in force for that term. Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable.

In Your use of the Service or Software, You agree to comply with all applicable laws and regulations. You shall, in connection with Your use of the Service or Software, comply with all applicable import, export and re-export control laws and regulations of any country, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, Council Regulation (EC) No 428/2009 on the control of exports of dual-use items and technology,

and country-specific economic sanctions programs or embargoes adopted against countries or individuals under any applicable national or international legislation, including any measures implemented by the U.S. Office of Foreign Assets Control. For clarity, You are solely responsible for compliance related to the manner in which You choose to use the Service or Software, including Your transfer and processing of Your content via the Service or Software.

For U.S. Government users, the Software is a “Commercial Item(s),” as that term is defined at 48 C.F.R. Section 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202 1 through 227.7202 4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

You agree that You will not:

6. violate, infringe, or misappropriate other people's intellectual property, privacy or other legal rights;
7. post or share anything that is illegal, abusive, harassing, or otherwise objectionable;
8. transmit any viruses or other computer instructions or technological means that disrupt, damage, or interfere with the use of computers or related systems; or
9. attempt to circumvent any technological measure implemented by VoiceApp.

You represent that You have either reached the age of “majority” where You live or have valid parent or legal guardian consent to be bound by the terms of this Agreement. If You do not know whether You have reached the age of majority where You live, or do not understand this section, please do not create an account with RTT before You have asked your parent or legal guardian for help. If You are the parent or legal guardian of a minor that creates an account with RTT, You accept this Agreement on the minor’s behalf and agree to be responsible for all use of the corresponding account.

VoiceApp will treat Your data and information regarding your use of the Service and/or Software in accordance with this Agreement and its Privacy Policy, as may be amended from time to time.

You may not access the Service other than through the interfaces provided by VoiceApp or interfere with or disrupt the proper operation of the Service.

4. Support and Updates

Subject to Licensee’s payment of the corresponding fees (if any), VoiceApp shall provide reasonable technical support. Licensee shall provide VoiceApp with such technical information and assistance as VoiceApp may reasonably request in order for it to provide support. Subject to

Licensee's payment of the corresponding fees (if any), VoiceApp shall provide the Licensee with updates, enhancements and maintenance modifications as they become available.

5. Feedback/Use of Licensee's Name

You agree, at your sole discretion, to provide to VoiceApp suggestions, comments and feedback regarding the Service or Software, including but not limited to usability and bug reports (collectively, "Feedback"). If You provide such Feedback to VoiceApp, You hereby grant VoiceApp the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights to: make, use, copy, modify, sell, distribute, publicly perform or display, sublicense (including the right to sublicense to further third parties), and create derivative works of the Feedback as part of any VoiceApp product, technology, service, specification or documentation (individually and collectively, "VoiceApp Products"). You warrant that Your Feedback is not subject to any license or other terms that would purport to require VoiceApp to comply with any additional obligations with respect to any VoiceApp Products that incorporate any Feedback.

VoiceApp may use Licensee's name and/or logos to identify Licensee as a VoiceApp licensee in its general marketing materials or otherwise.

6. Unauthorized Use

You agree to use reasonable efforts to cooperate with and assist VoiceApp in identifying and preventing any unauthorized use, copying, or disclosure of the Service or the Software.

7. VoiceApp Proprietary Rights

VoiceApp and any of its licensors own all proprietary rights in and to the Service and the Software. The Service and any Software provided to you is licensed and not sold. Except as expressly provided herein, VoiceApp retains all rights and does not grant any express or implied right to You under any VoiceApp patents, copyrights, trademarks, or trade secret information.

8. Modification and Termination of the Service

VoiceApp may place limits on, modify, suspend or terminate the Service generally, may remove or disable access to any content posted by You in using the Service and may suspend or terminate Your use of the Service or terminate this Agreement at any time, including as a result of Your use of the Service that VoiceApp reasonably deems to be excessive, which may include usage that substantially and repeatedly exceeds the typical levels of usage by other users of same category/tier of Service. Notwithstanding anything else in this Agreement, this suspension or termination may result in the immediate deletion of Your documents, information, files, and other previously available content. VoiceApp is under no obligation to return any content to you. If VoiceApp terminates the Service, Your use of the Service or this Agreement, the rights and licenses granted to You under this Agreement shall immediately terminate (except that You may continue to use any Software as provided in Section 2(ii) in all instances other than termination of this Agreement as a result of Your breach) and You shall immediately cease using the Service.

In addition to those provisions that survive according to their terms, Sections 3 through 15 shall continue to be effective after termination of this Agreement. If VoiceApp terminates the Service, Your use of the Service or this Agreement, the rights and licenses granted to You under this Agreement shall immediately terminate (except that You may continue to use any Software licensed on a perpetual basis as provided in Section 2 in all instances other than termination of this Agreement as a result of Your breach) and You shall immediately cease using the Service. In addition to those provisions that survive according to their terms, Sections 3 through 15 shall continue to be effective after termination of this Agreement.

9. Changes to this Agreement

VoiceApp may change this Agreement and will post the modified agreement (which shall then become the Agreement) on VoiceApp's website. Therefore, VoiceApp encourages you to check the terms of this Agreement from time to time to see if they have been updated. If You do not agree to the modified agreement, Your sole recourse is to stop using the Service and/or Software. Your continued use of the Service or Software after the date the modified agreement is posted will constitute Your acceptance of the modified agreement.

10. Indemnification by VoiceApp

During the Term, VoiceApp shall defend, indemnify and hold harmless Licensee and its officers, directors, employees, Users, successors and assigns, from and against any and all losses, damages, liabilities, settlements, reasonable costs and expenses resulting from or arising out of any third-party claim, demand, or cause of action which alleges that the Licensed Products infringe any duly issued patent, copyright or trademark or misappropriate any trade secret right of a third party ("Claim"). Licensee shall provide VoiceApp with prompt written notice of any Claim and permit VoiceApp to control the defense, settlement, adjustment or compromise of such Claim. Licensee shall have no authority to settle any Claim on behalf of VoiceApp. In addition, in the event use of the Licensed Products during the Term becomes, or in VoiceApp's reasonable opinion is likely to become, the subject of a claim of infringement as outlined in this Section 10, VoiceApp may, at its option and expense: (a) obtain for Licensee the continuing right to use such Licensed Products; or (b) modify the Licensed Products or replace them with a substantially functional equivalent so that they no longer infringe; or (c) if neither (a) nor (b) is reasonably practicable, terminate Licensee's license to such allegedly infringing Services and/or Software and refund to Licensee any unused pre-paid fees paid to VoiceApp, in which case this Agreement and Licensee's right to use the Services and/or Software will terminate. This Section 10 states VoiceApp's entire liability and Licensee's exclusive remedy with respect to any claim of intellectual property infringement.

11. Indemnification by Licensee

You will defend, indemnify and hold harmless VoiceApp, its affiliates, and their respective officers, directors, employees, agents, licensors and any third-party providers, from and against all claims, losses, damages and costs, including reasonable attorneys' fees, arising from any third-party

claim against VoiceApp related to Your use of the Service or Software, including any document or content You submit to the Service.

12. Exclusion of Warranties

LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICE AND ANY SOFTWARE MAY CONTAIN ERRORS, OMISSIONS, AND PROBLEMS. LICENSEE HEREBY ACCEPTS THE SERVICE AND SOFTWARE, "AS IS" AND WITH ALL FAULTS, DEFECTS AND ERRORS AND LICENSEE UNDERSTANDS THAT IT ASSUMES ALL RISKS OF USE, QUALITY, AND PERFORMANCE. NEITHER VOICEAPP NOR ANY OF VOICEAPP'S LICENSORS MAKE ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

13. Limitation of Liability

LICENSEE AGREES AND ACKNOWLEDGES THAT NEITHER VOICEAPP NOR ANY OF ITS LICENSORS MAY BE HELD LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS OF AN INDIRECT NATURE, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE AND IN NO EVENT SHALL THEY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT OF FEES PAID TO VOICEAPP BY LICENSEE (IF ANY) UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING SIX MONTHS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION.

THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT IF THE ABOVE LIMITATION WERE NOT INCLUDED HEREIN, VOICEAPP WOULD NOT LICENSE THE SERVICE OR SOFTWARE TO YOU.

14. Ethical Business Conduct

VoiceApp is committed to integrity and high standards of business conduct in everything it does, especially in its dealings with its customers, suppliers and contractors. As a result, VoiceApp supports and agrees to abide by the following principles:

10. to obey the applicable laws and regulations governing its business conduct worldwide, including in its hiring practices and laws and regulations related to anti-discrimination and forced, compulsory or child labor;
11. to be honest, fair and trustworthy in its relationships and not to engage in corruption in any form, including extortion and bribery; and

12. to strive to create a safe workplace and to protect the environment and through leadership at all levels, to sustain a culture where ethical conduct is recognized and valued.

15. General Legal Terms

This Agreement is the entire agreement between You and VoiceApp related to the Service and/or Software, replacing any prior agreements. VoiceApp's licensors may be third party beneficiaries to this Agreement. There are no other third-party beneficiaries to this Agreement. The parties to this Agreement are independent contractors, and nothing in this Agreement creates an agency, partnership, or joint venture. You shall not assign this Agreement, by operation of law or otherwise. VoiceApp may assign this Agreement, subject to all of the terms of this Agreement.

Failure to enforce any provision will not constitute a waiver of that provision. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose and, in any event, the remainder of the Agreement shall be unaffected. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs incurred in the action or proceedings.

You may only resolve disputes with VoiceApp on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.