

Annual support agreement for desknet's NEO series products

Article 1 (Application of Support Agreement)

NEO THAI ASIA Corporation (hereinafter referred to as "the Company") (hereinafter referred to as "NEO THAI ASIA") shall apply this desknet's NEO series Product Common Annual Support Agreement and the Annual Support.

The Company shall be governed by and construed in accordance with these Terms of Use and the Annual Support Agreement for each desknet's NEO series product (hereinafter collectively referred to as the "Support Agreement". The Support shall be provided to customers who have purchased Annual Support for desknet's NEO series products based on these Terms of Use and the Annual Support Terms of Use for each desknet's NEO series product (collectively, the "Support Terms of Use") as set forth in Article 2 (Definitions).

2. If the provisions of the Support Agreement and the individual support agreement set forth in Article 2(Definitions) are different, the provisions of the individual support agreement shall take precedence over the Support Agreement.

Article 2 (Definitions)

The definitions of major terms in the Support Terms and Conditions shall be as set forth in the following items.

(1) "Support" means the annual support for desknet's NEO series products provided by the Company to the Customer under the Support Agreement.

(2) "Customer" means a person who purchases a Support Certificate and receives the Support under the Support Terms and Conditions.

(3) "Individual Support Agreement" means an agreement between NEO THAI ASIA and Customer regarding provision of the Support, which is individually executed between NEO THAI ASIA and Customer in accordance with the Support Terms and Conditions.

(4) "Support Agreement, etc." means an individual Support Agreement and the Support Terms and Conditions.

(5) "License" means the license required to use the desknet's NEO series products sold by the Company.

(6) "Licenses, etc." means additional licenses, development and verification server licenses, backup server licenses, distributed server licenses, optional licenses, customization services, and other related.

(7) "Consumption Tax, etc." means the amount of consumption tax levied in accordance with the provisions of the Consumption Tax Law and related laws and regulations, and the amount of local consumption tax levied in accordance with the provisions of the Local Tax

Law and related laws and regulations.

Article 3 (Products Covered)

The products covered by this Support Agreement shall be as set forth in the Annual Support Purchase Certificate (hereinafter referred to as "Support Certificate"). The products covered by this Support Agreement shall be as set forth in the Annual Support Certificate (hereinafter referred to as "Support Certificate"). Third party software (OS, DB, middleware, etc.) and hardware used by the Supported Product shall not be covered by this Support.

Article 4 (Execution of Support Agreement, etc.)

The Support Agreement shall become effective when NEO THAI ASIA receives an order for the Support from the Customer and NEO THAI ASIA dispatches a Support Certificate to the Customer. The Customer shall place such order upon acceptance of the terms and conditions of the Support Agreement, and upon placing an order, the Company shall deem that the Customer has accepted the terms and conditions of the Support Agreement.

Article 5 (Areas of Service and Language)

The area of provision of the Support shall be limited to Thailand, unless otherwise specified in the Support Agreement.

Unless otherwise specified in the Support Agreement, the language in which Support is provided shall be limited to Japanese, English and Thai.

Article 6 (Obligation of Good Faith and Diligence)

During the term of the Support Agreement, NEO THAI ASIA shall provide the Support with the due care of a good manager. However, this provision shall not apply if otherwise provided in the Support Agreement, etc.

Article 7 (Notification)

1. Unless otherwise stipulated in the Support Agreement, etc., the Company shall notify the Customer of the contents of the notification by e-mail, in writing, or on the Company's website.

2. Unless otherwise specified in the Support Agreement, etc., notice from the Company to the Customer shall be given by e-mail, in writing, on the Company's website, or by any other method deemed appropriate by the Company.

3. If the Company sends notice to Customer by e-mail or posting on the Company's website in accordance with the preceding paragraph, the Company shall send notice to the Customer in such a manner as the Company deems appropriate.

If the Company sends a notice to Customer by e-mail or posts a notice on its website

pursuant to the preceding paragraph, such notice to you shall become effective at the time the e-mail is sent or the notice is posted on the Company's website, respectively.

Article 8 (Sub-Consignment)

The Company may, at its discretion, sub-consign all or a part of the business necessary for the provision of the Support to the Customer to a third party. In such case, the Company may, at its own discretion, sub-consign all or part of the services required for the provision of the Support to the Customer to such third party (the "Sub-Consignee"). In such case, in addition to the provisions of Article 14 (Handling of Confidential Information) and Article 15 (Handling of Personal Information), shall make the third party (hereinafter referred to as "Subcontractor") assume the same obligations as those of prescribed in the Support Agreement with respect to the performance of such subcontracted services.

Article 9 (Contact Person)

You shall designate in advance a person in charge of inquiries based on the Support, and in principle, any inquiries to us based on the Support shall be made through such person in charge of inquiries.

Article 10 (Support Fee)

1. You shall pay the Support Fees and consumption tax, etc. separately determined as consideration for the Support in the manner determined by the Company. You shall pay the Support Fee and consumption tax, etc., in the manner specified by the Company. You shall bear all bank transfer fees and other expenses necessary for the payment of the Support Fee.
2. In the event of enactment or amendment of the Consumption Tax, Local Tax Law, or any other laws during the term of this Support, you shall pay the Consumption Tax, etc. in accordance with such enactment or amendment. The preceding paragraph shall apply mutatis mutandis to the payment method, fees, etc.

Article 11 (Late Interest)

1. If the Customer fails to perform the Support Fees or any other obligations under the Support Agreement by the due date, the Customer shall pay to NEO THAI ASIA an amount calculated at the interest rate of 14.5% per annum for the number of days from the next day of the due date to the day before the due date, together with the Support Fees and other obligations, as interest on the overdue payment, the overdue interest shall be paid by the method designated by the Company by the due date designated by the Company.
2. Customer shall bear the bank transfer fee and other expenses necessary for the payment set forth in the preceding paragraph.

Article 12 (Notification of Change)

1. You shall notify us of any change in your trade name, name, head office location, address, contact information, or other matters relating to you at least 30 days prior to the scheduled date of change in a manner specified by us.
2. The Company shall not be liable for any loss or damage incurred by the Customer due to failure of the Customer to give notice in accordance with the preceding paragraph, even if the Customer fails to receive such notice or for any other reason.

Article 13 (Modification of Support Agreement)

1. It may change the Support Agreement at any time. In such case, the Terms and Conditions of use by the Customer and other contents of the Support Agreement shall be governed by the new Support Agreement after such modification.
2. In the event of any modification under the preceding paragraph, NEO THAI ASIA shall notify the Customer of the contents of the new Support Agreement after such modification with a notice period of 30 days.

Article 14 (Handling of Confidential Information)

1. The Customer and the Company shall not disclose to the other party any technical, business, or other business information provided by the other party for the purpose of providing the Support, which the other party has designated in writing in advance as confidential and which the scope of confidential information is specified at the time of provision and the indication to the effect that the information is confidential (hereinafter referred to as "Confidential Information"). (hereinafter referred to as "Confidential Information"). The other party shall not disclose or divulge to a third party any information (hereinafter referred to as "Confidential Information") that the other party has specified in writing in advance to be confidential. However, this shall not apply to information that falls under any of the following items, or information for which the other party has given prior written consent.
 - (1) Information already in the possession of the other party without any obligation of confidentiality.
 - (2) Information legitimately obtained from a third party without any obligation of confidentiality
 - (3) Information developed independently without information provided by the other party
 - (4) Information that has become public knowledge, whether before or after receipt, without violating the Support Agreement, etc.
 - (5) Information provided without designation, specification of scope, or indication that the information is confidential in accordance with this Article.

2. Notwithstanding the provisions of the preceding paragraph, the Customer and the Company may disclose Confidential Information that is required to be disclosed pursuant to the provisions of laws and regulations or at the request of an authorized government agency to the party to which such information is disclosed pursuant to the provisions of such laws and regulations or to such government agency. In this case, the customer and the Company shall notify the other party of the disclosure prior to such disclosure, unless contrary to the relevant laws and regulations, and if notification cannot be made prior to the disclosure, it shall be made promptly after the disclosure.

3. The party who has received Confidential Information shall take necessary measures to manage such Confidential Information.

4. The party who has received the Confidential Information shall use the Confidential Information provided by the other party only within the scope of the purpose of providing the Support, and shall not reproduce or modify (hereinafter in this Article referred to as "Reproduce") the materials, etc. in which the Confidential Information is embodied to the extent necessary to provide the Support (hereinafter in this Article referred to as "Materials, etc."). (hereinafter collectively referred to as "Reproduction, etc." in this Article) to the extent necessary for the performance of the Support. In this case, the customer, and the Company shall agree that the customer and the Company shall not be liable for any damage caused by such copying or alteration. In this case, the Client and the Company shall treat the Confidential Information so reproduced as Confidential Information as set forth in this Article. If the Company needs to reproduce the Confidential Information beyond the extent necessary for the performance of the Support, the Company shall obtain prior written consent from the other party.

5. Notwithstanding the provisions of the preceding Paragraphs, if deemed necessary by NEOTHAI ASIA, NEO THAI ASIA may disclose Confidential Information to a subcontractor as specified in Article 8 (Subcontracting) to the extent necessary for subcontracting, without obtaining prior written consent from the customer. However, in this case, we shall make the subcontractor assume the same obligation to maintain confidentiality as we assume under this Article.

6. The party who has received Confidential Information shall, upon request of the other party, return the materials, etc. (including Confidential Information that has been reproduced or altered with the other party's consent in accordance with Paragraph 4 of this Article) to the other party.

7. The provisions of this Article shall remain in effect for one (1) year after termination of this Support.

Article 15 (Handling of Personal Information)

1. The Client and the Company shall use personal information ("Personal Information" as defined in the Act on the Protection of Personal Information; the same shall apply hereinafter) contained in business or other business information provided by the other party for the purpose of providing the Support only within the scope of the purpose of providing the Support and shall not disclose or divulge such Personal Information to any third party.
2. The Company shall not disclose or divulge to any third party any personal information ("Personal Information" as defined in the Act on the Protection of Personal Information; the same shall apply hereinafter) contained in business or other business information provided by the other party for the purpose of providing the Support and shall comply with all applicable laws and regulations regarding the protection of Personal Information. The provisions of Paragraphs 3 through 6 of the preceding Article (Handling of Confidential Information) shall apply mutatis mutandis to the handling of personal information.
3. The provisions of this Article shall survive the termination of this Support.

Article 16 (Compensation for Damages)

If the Company causes any damage to the Customer in the performance of its obligations under the Support Agreement, etc. due to any cause attributable to the Company, the Company shall compensate the Customer for such damage. However, the Company's liability for such damages shall be limited to direct damages actually incurred by the Customer, regardless of the cause of the claim, and shall not exceed the amount of one year's support fees paid by the Customer to the Company under the Support Agreement, etc. In no event shall the Company be liable for indirect, consequential, or special damages incurred by the Customer, or lost profits. In no event shall the Company be liable for any indirect, consequential, or special damages or lost profits incurred by the Customer.

Article 17 (Prohibition of Transfer of Title and Obligation)

You shall not assign or succeed your position under the Support Agreement, etc., or your rights or obligations under the Support Agreement, etc., in whole or in part, to any other person without the prior written consent of NEO THAI ASIA. However, the foregoing shall not apply to comprehensive succession through merger, transfer of business, etc.

Article 18 (Exemption from Liability and Exclusion from Application)

1. The Company shall be exempted from liability for delay, failure, or incomplete performance of the Support due to natural disaster, flood, war, civil war, amendment, or abolition of laws and regulations, or any other cause beyond the Company's control.
2. The following matters shall be excluded from the scope of this Support

- (1) Defects or damages caused by modification of the Product by a person other than the Customer.
- (2) Defects or damages caused by gross misuse or abuse in operation.

Article 19 (Termination)

1. Customer and NEO THAI ASIA may terminate this Support Agreement at any time during the term of this Support Agreement by giving written notice two (2) months prior to the termination date.

2. The Company may immediately terminate this Support without any notice or demand to the Customer in any of the following cases

(1) The Customer fails to perform any of its obligations under this Support Agreement even after a reasonable period of written notice.

(2) The Company receives a petition for seizure, provisional seizure, provisional disposition, or auction, or receives a disposition of public auction or tax delinquency, or receives a petition

for bankruptcy, civil rehabilitation, or corporate reorganization

(3) When the Company has dishonored a bill or check or received a disposition of suspension

of transactions by an electronic exchange, or otherwise fallen into a state of suspension or impossibility of payment.

(4) When the company is dissolved, or liquidation proceedings are initiated

(5) When there are other reasonable grounds to believe that the financial condition of the company has deteriorated significantly or is likely to deteriorate significantly.

(6) When the Company deems that the Subscriber is obstructing the Support or engaging in similar activities.

3. In the event of termination of this Support pursuant to the preceding two (2) paragraphs, you shall not demand the Company to refund all, or part of the annual Support fee paid by you.

Article 20 (Exclusion of Anti-Social Forces)

1. Customers and the Company shall not engage in any of the following acts by themselves or using a third party.

(1) Violent demanding acts

(2) Unreasonable demands beyond legal responsibility

(3) Behavior that threatens or uses violence in connection with business transactions.

(4) Spreading false rumors, using deceptive means or force to damage the other party's credibility or obstruct the other party's business.

(5) Any other acts like the preceding items.

2. If there are reasonable grounds to suspect that the counterparty has violated any of the provisions of Paragraph 1, the customer and the Company may investigate of the counterparty to determine whether such violation has occurred, and the counterparty shall cooperate with such investigation. In addition, the customer and the Company shall immediately notify the other party to that effect when it is found that the customer or the Company has violated or is likely to violate any of the provisions of Paragraph.
3. If the other party violates any one of the three preceding paragraphs, the customer and the Company may forfeit the benefit of the due date held by the other party and immediately terminate the Service Agreement without notice, demand, or any other procedure.
4. Neither the customer nor the Company shall assume any obligation or liability for damages incurred by the other party because of termination based on the preceding paragraph.

Article 21 (Governing Law)

The laws governing the formation, validity, performance, and interpretation of the Support Agreement, etc. shall be the laws of the Kingdom of Thailand.

Article 22 (Jurisdiction over Agreement)

The Bangkok District Court shall be the exclusive court of first instance if litigation becomes necessary between the Customer and the Company.

Article 23 (Agreement, etc.)

If any matter is not stipulated in the Support Agreement or if any question arises concerning any of the stipulated items, both parties shall resolve such question through mutual consultation in good faith. If any part of the Support Agreement, etc. is invalid, the validity of the Support Agreement, etc. as a whole shall not be affected.

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