

# Pao@Office Package Product Maintenance Service Agreement

## Paragraph 1 Purpose

The purpose of the maintenance service provided by Pao@Office (hereinafter “the company”) is to support our customers’ business by providing them with useful technical information related to the company’s software through our contact support service. Moreover, regarding the use and guarantee for this software, the “Regulations [Regarding Use and Guarantee](#)” listed below applies.

## Paragraph 2 Method & Contents of Maintenance Service

People eligible to avail for this service shall be either those in charge of some managing task or the manager at the time the customer purchased the product license.

- 1) Support via notice board or email  
Troubleshooting support for software operation and development environment.
- 2) Support for breakdowns in this software.
- 3) Consideration for requested functions reflected in this software.

To know about the difference between the free maintenance and the paid maintenance service, refer to “[The Difference Between Free Support and Paid Support](#)” on page 3 of this document.

## Paragraph 3 Place and Period of Maintenance Service

For the period of maintenance, refer to “[The Difference Between Free Support and Paid Support](#)” on page 3 of this document.

## Paragraph 4 Restrictions

The following items shall not be included in the service defined in Paragraph 2:

- 1) Services for damages caused by the customer or a third party as a result of an accident, serious negligence, or deliberate and incorrect misuse of the software.
- 2) Services for damages caused owing to alterations, modifications, or repairs done without the permission of the company.
- 3) Services for damages caused by natural disasters.
- 4) Services for damages caused by software products not provided by the company.
- 5) Reinstallation service for this software in case of damage to the customer’s computer.

## Paragraph 5 Customer’ Responsibility

- 1) If the customer finds any defects in this software, he/she should notify this to the company along with providing all the necessary information regarding the defect.
- 2) The customer guarantees proper operation and environment of this software, and for this purpose, the customer should follow the instructions given by the company and take necessary measures for the company’s other services to operate.
- 3) It is the customer’s responsibility to take the appropriate measures in order to preserve any personal data or information that is stored on the customer’s machine.

## Paragraph 6 Company’s Responsibility

The company shall not take responsibility for any loss of data or profit.

In case of damages to the customer for which the company is responsible, the claimed damages and compensation liabilities shall be limited to the support fees that the customer has paid.

## Paragraph 7 Support

The company always provides support by notice board or email.

Notice board: It is the link provided on each product’s website

(Please use the notice board as much as possible for sharing information)

Email: info@pao.ac

Tel.: +81474520057

## Paragraph 8 Cancellation of the Contract

If either the customer or the company fulfills any of the following, the other party may cancel the contract immediately:

- 1) When there is a resolution to dissolve the company.
- 2) In case of seizure or temporary holding.
- 3) In case of a declaration of bankruptcy, liquidation, civil rehabilitation, or corporate reorganization.
- 4) In case of a non-performance of the items in this contract, and when no corrections have been made within 30 days of written notification of corrections to bad performance.

## Paragraph 9 Confidentiality

The customer and the company shall not leak any confidential information learned during this contract about a third party (hereinafter “discloser” and “disclosee”), not only for the duration of these services but also after the duration of the contract has ended. However, the following cases do not apply.

- 1) Information that was publicly known at the time the customer agreed on the contract
- 2) Information that becomes public after the customer agreed on the contract, deliberately or inadvertently by the disclosee.
- 3) Information that the disclosee already possessed when the customer agreed on the contract
- 4) Information that the disclosee legally receives from a third party not bound by obligations of confidentiality.

## Paragraph 10 Cooperation

In case of doubts in interpreting any of the clauses in this contract or in case of clauses not covered in this contract, the customer and the company shall cooperate amicably and in good faith to find a solution.

## Paragraph 11 Competent Court

All disputes regarding this contract shall be the exclusive jurisdiction of the Tokyo District Court of First Instance.

End  
June 10, 2011



# Regulations Regarding Use and Guarantee

Pao@Office Ltd. will be hereinafter referred to as “Company.”

## Paragraph 1 Choice and Use of Program

The customer shall take responsibility in the choice, purchase, use, and results of a licensed program to obtain the expected results.

## Paragraph 2 Rights for the Program, etc.

The copyright of the licensed program and the manual provided by the company shall be the company’s property.

## Paragraph 3 Contact Period

This contract is considered to be agreed on by the customer from the time of registration of the license for the program, and if the customer breaches this contract, the company may terminate the customer’s use of the service through legal proceedings.

## Paragraph 4 Usage Limits

The customer must not sell, cede, or loan all or part of the program to a third party.

## Paragraph 5 Maintenance Service

By registering a license for the product, the customer will be able to receive technical support. Refer to [“Maintenance Service Agreement”](#)

## Paragraph 6 Scope of the Guarantee

If the program does not operate as described in the attached manual, the company shall either replace or repair the program, or reimburse the cost, all within two weeks of purchase.

2) The company shall not take responsibility for the above situations when the company is not responsible for them, that is, in cases of natural disasters such as earthquakes or deliberate/accidental misuse of the program by the customer.

3) The company does not guarantee, explicitly or implicitly, any case not covered in this contract, such as marketability or suitability of this program for any specific purpose.

## Paragraph 7 Limits of Responsibility

The company takes no responsibility for matters not covered in this contract. Any claims for damages directly resulting from or related to this contract, shall be limited to the amount actually paid by the customer for this product.



## The Difference Between Free Support and Paid Support

Free Support	<ul style="list-style-type: none"><li>- Email (info@pao.ac): Support via notice board (In certain circumstances, we will offer support by telephone)</li><li>- Notifications of updates for your purchased product</li><li>- Support for problems with your purchased product</li><li>- [Changes in] your purchased product to reflect desired functions <b>(We always appreciate your suggestions so as to improve the functions of the product)</b></li></ul>
Paid Support	<ul style="list-style-type: none"><li>- Email (info@pao.ac): Support via notice board (In certain circumstances, we will offer support by telephone)</li><li>- Notifications of updates for your purchased product</li><li>- Support for problems with your purchased product (including individual support considering the customer's business)</li><li>- [Changes in] your purchased product to reflect desired functions <b>(including individual support considering the customer's business)</b></li></ul>

NB: The period for free support is the longest of any of the periods below:

- (1) 12 months from purchase of product
- (2) 36 months from the date the product goes on sale (defined as the release date of major updated versions)
- (3) 12 months after sales have ended

NB: In addition, it is possible to apply for an extension on free support 1 month before the end of the period of support.

To apply for an extension to free support, send an email to [info@pao.ac](mailto:info@pao.ac), and we will reply after we have received your application. Free Support will be extended for 1 year.

NB: The period of paid support shall be the support period chosen at the time of purchase of the product.

NB: It is possible to extend the period of paid support 1 month before the end of the period of support.

To apply for an extension to paid support, send an email to [info@pao.ac](mailto:info@pao.ac), and we will reply by email to inform you the procedure to be followed. Applications for extension can be made for both paid and free support.

