

## **HULFT-WebConnect**

### **Terms of Use (for Business Partners)**

These terms of use (for Business Partners) (these “Terms of Use”) set forth below govern the customer’s use of “HULFT-WebConnect,” the cloud services (“Services”) provided by Saison Technology Co.,Ltd.~~Saison Information Systems, Co., Ltd.~~ (the “Company”). The customer’s use of the Services is conditioned upon the compliance with these Terms of Use by the business partners (“Business Partner(s)”) doing business with customers (“Customer(s)”) whom the Company executed a contract with regarding the use of the Services. By using the Services, the Business Partners will be deemed to have fully understood and agreed to the “HULFT-WebConnect Service Specifications” (“Service Specifications”).

#### CHAPTER 1 INTERNAL USE

##### Article 1. The Terms of Use and Applicable Scope

- 1.1 These Terms of Use apply to any and all of the Business Partners’ use of the Services.
- 1.2 Any terms and conditions that the Company informs the Business Partners of shall be, regardless of how they are provided, incorporated into these Terms of Use, and the Business Partners will consent to such incorporation.
- 1.3 If there is any conflict in the provisions of these Terms of Use and the Subscription Agreement (including any special terms and conditions), the provisions of the Subscription Agreement (as defined below) shall prevail over these Terms of Use.

##### Article 2. Contents of the Services

The contents of the Services are as set forth in the Service Specifications.

##### Article 3. Use of the Services

- 3.1 An agreement to use the Services (for Business Partners) (“Subscription Agreement”) is formed when the Business Partner clicks on the “Accept” button subject to these Terms of Use displayed on the Company’s webpage and clicks on the button to download the necessary software as set forth in Article 3.3., pursuant to the method prescribed by the Company. When the Company issues a product key for the Services, whether before or after the formation of the Subscription Agreement, the Business Partner may be required to accept other agreements (containing terms different from those of the Subscription Agreement) by electronic means such as by clicking “Agree” or “Accept” on the Company’s website (“Other Agreements”); however, the Subscription Agreement prevails

over the Other Agreements unless it is explicitly and specifically stated in such Other Agreement that it is intended to prevail over the Subscription Agreement.

3.2 When the Business Partner concludes a Subscription Agreement for the Services, the Business Partner shall make the following representations and warranties:

- (1) that all information that the Business Partner provided to the Company for use of the Services is accurate and reflects the current status thereof;
- (2) that the Business Partner has any and all rights, power, and authority necessary for entering into the Subscription Agreement, and for performing the obligations set forth in these Terms of Use; and
- (3) that the Business Partner has fully understood the terms of these Terms of Use and the Service Specifications, and the Business Partner has agreed thereto.

3.3 The Business Partner may use the Services within the scope of purpose prescribed in these Terms of Use and in a manner that is consistent with these Terms of Use, and in compliance with the methods or rules prescribed by the Company.

3.4 The Business Partner may use the Services only for the purpose of performing the Customer's company's internal business. If it is necessary for the Business Partner to have third parties whom are its subcontractors ("Subcontractors") use the Services in performing the internal business of the Business Partner's own company, the Business Partner may have such third parties use the Services under the condition that the Business Partner will have such third parties comply with these Terms of Use and that the Business Partner will be liable for any breach of these Terms of Use by such third parties.

3.5 The Business Partner shall use the Services at the Business Partner's own responsibility and shall be liable for the Business Partner's acts taken using the Services (including the Business Partner's own acts and acts of the Business Partner's employees, Subcontractors, and agents, etc.) and their results, and shall hold the Company harmless from any claim, detriment, charge, or damage.

3.6 The Business Partner may, at the Business Partner's own responsibility, copy and distribute the necessary software to its Subcontractors; provided, however, that the Business Partner shall have established rules and regulations regarding credit investigations (financial status, capital ties etc.) of Subcontractors and for screening for elimination of antisocial forces, and shall conduct such credit investigations and screening for elimination of antisocial forces in accordance with said rules and regulations prior to transactions with Subcontractors, and shall appropriately manage the status of transactions with Subcontractors.

3.7 In the case of the preceding paragraph, the Business Partner shall provide to the Subcontractors the Technical Support set forth in Article 24 at the Business Partner's own

responsibility and the Company and the Customer shall not be obligated to provide it directly to the Subcontractor.

3.8 The Company shall be able to use the management information and historical information including the Business Partner ID information prescribed in the preceding paragraph to the extent necessary for the provision of the Services, and the Business Partner shall provide the Business Partner information (company name, transaction records, etc.) to the Company in accordance with the request from the Company.

3.9 Notwithstanding the provisions of paragraph 4, if the Customer has performed the Company's prescribed procedures for "Use for Group Companies" or "Service Use" as specified in each of the following items, and the Company gives consent, the provisions of Chapter 2 "Use for Group Companies" or Chapter 3 "Service Use" shall apply to the use of the Services by the Business Partner and shall supersede the provisions of these Terms of Use. However, this excludes functions or products specified by the Company.

(1) "Use for Group Companies" means the group companies of the Customer which fall under either of the following (hereinafter referred to as the "Customer's Group Company(ies)") uses the Services for the purpose of execution of operation.

(i) The Customer's consolidated subsidiaries

(ii) Parent company which the Customer is the consolidated subsidiary and such parent company's other consolidated subsidiaries

(2) "Service Use" means use of the Services for the purpose of providing it to clients of the Customer (upon the Company's request, the company name shall be notified to the Company under the procedures prescribed by the Company; hereinafter referred to as the "Customer's Service User(s)") as services through the information system infrastructure managed and operated by the Customer and networks such as the Internet (including but not limited to outsourcing, hosting, cloud services, ASP, SaaS, PaaS, IaaS, regardless of whether it is paid or not, hereinafter referred to as the "Customer's Service").

3.10 Notwithstanding the provisions of the preceding paragraph, if the Customer has performed the Company's prescribed procedures for "Service Use" by the Customer's clients (including the Customer's Group Company(ies)) and the Company gives consent, the provisions of Article 31 in Chapter 3 "Service Use" shall be read after replacing "the Customer" with "the Customer and the Customer's clients", and "Customer's Service Users" with "Customer's Service Users provided by the Customer's clients" and shall supersede the provisions of these Terms of Use.

#### Article 4. User ID, etc.

4.1 The Business Partner shall be issued an ID by the Customer in providing the Services

("User ID").

- 4.2 The Business Partner shall log in to use the Services using the Business Partner's User ID and password.
- 4.3 Unless separately prescribed by the Company, the Business Partner may not allow a third party to use the Business Partner's User ID or password nor may the Business Partner sell, transfer, loan, or otherwise dispose of the Business Partner's User ID or password.
- 4.4 The Business Partner shall be responsible for managing and using the Business Partner's User ID and password, and the Company shall assume no liability whatsoever for the Business Partner's misuse, mismanagement or unauthorized use of the Business Partner's User ID or password by third parties.

#### Article 5. Subcontracting

The Company may at its discretion subcontract all or part of the operations necessary for providing the Business Partner with the Services. When subcontracting, the Company shall cause the subcontractor to undertake the obligations that are equivalent to the Company's obligations under these Terms of Use, and shall be liable for the subcontractor's breach of these Terms of Use.

#### Article 6. Amendment of these Terms and Conditions

- 6.1 The Company may amend these Terms of Use from time to time, and the amended Terms of Use shall apply to the Business Partner's use and to the Business Partner's Subscription Agreement.
- 6.2 The Company may amend the Service Specifications from time to time.
- 6.3 The Company shall give notice to the Business Partner of any amended Terms of Use and Service Specifications upon posting them on the Company website at "[https://www.hulft.com/buy/license\\_agreement.html](https://www.hulft.com/buy/license_agreement.html)", and the Business Partner shall use the Services in compliance with the most current Terms of Use and Service Specifications and is responsible for regularly checking the Company website postings in order to remain up to date.

#### Article 7. Notice of Change

- 7.1 The Business Partner shall promptly give notice to the Company if there is any change in any of the information submitted to the Company at the time of the Business Partner's application for the Services.
- 7.2 The Company and the Customer assume no liability whatsoever for any detriment suffered by the Business Partner due to the Business Partner's failure to give notice required under the preceding paragraph.

## Article 8. Handling of Personal Information and Privacy

- 8.1 In providing the Services, the Company shall properly handle the personal information (as defined in Article 2 Paragraph 1 of the Act on the Protection of Personal Information), the secrecy of the communication, and privacy, etc. in accordance with the Act on the Protection of Personal Information, the Telecommunication Business Act, any relevant laws and regulations, and the Company's Privacy Policy available at <https://www.saison-technology.com/en/privacy>~~<https://home.saison.co.jp/english/company/privacy.html>~~.
- 8.2 The Business Partner shall agree that the Company may use the management records and history regarding transfer of the Data (defined in Article 9.3) ("Management Records") to the extent necessary for providing the Services.
- 8.3 The Business Partner shall agree that the Company may send to the Business Partner by e-mail the Company's or third parties' advertisements for goods and services.

## Article 9. The Business Partner's Responsibilities

- 9.1 The Business Partner shall process and resolve at the Business Partner's own responsibility and cost any damage suffered by a third party or any claim or other demand made by a third party due to an event attributable to the Business Partner in using the Services. The Business Partner shall also process and resolve at the Business Partner's own responsibility and cost any damage suffered by the Business Partner or any claim or other demand the Business Partner makes against a third party in using the Services.
- 9.2 The Business Partner shall, at the Business Partner's own responsibility and cost, take any security measures to prevent computer virus infections and to prevent any unauthorized access or divulging of information, as is reasonably appropriate for the Business Partner's situation in which the Business Partner uses the Services. Unless due to the Company's intentional act or gross negligence, the Company and the Customer assume no liability whatsoever for any damage suffered by the Business Partner due to unauthorized access or divulging of information.
- 9.3 The Business Partner is responsible for the contents of the texts, images, programs, and any other information transferred using the Services ("Data"), and the Company and the Customer make no warranty regarding the contents of the Data, and assumes no liability whatsoever for any damage arising from the Data.
- 9.4 The Business Partner shall save a copy of the Data at the Business Partner's responsibility, and the Company and the Customer assume no liability whatsoever for storing, saving, or backing up a copy of the Data.

- 9.5 The Business Partner shall indemnify the Company or the Customer for any damage caused by the Business Partner in using the Services.
- 9.6 The Business Partner shall, at the Business Partner's responsibility and cost, resolve any dispute with third parties such as complaints, objections, or claims for damages made by third parties against the Company or the Customer arising from the Business Partner's use of the Services or the contents of the Data, etc., and the Company and the Customer assume no liability whatsoever for such disputes. The Business Partner shall indemnify the Company or the Customer for any damage suffered by the Company or the Customer in such dispute.
- 9.7 If the Business Partner uses the Services outside of Japan, the Business Partner shall bear any applicable tax imposed on the use of the Services in such countries where the Business Partner uses the Services.

Article 10. Prohibited Acts

- 10.1 In using the Services, the Business Partner shall not engage in any of the following:
- (1) an act that will or is likely to infringe upon copyrights, trademark rights, or other intellectual property rights, or other rights of the Company or third parties;
  - (2) an act of illegitimately rewriting or deleting the information stored in the Company's facilities, or falsifying the information available regarding the Services;
  - (3) an act that is likely to hinder the Company's operation of the Services;
  - (4) an act of using or having a third party use the Services for the purposes other than to perform the Customer's company's internal business (in case of Use for Group Companies internal business of Group Companies, in case of Service Use provision of Customer's Service);
  - (5) an act of providing the Services to third parties as performance of the Business Partner's services that the Business Partner has been entrusted by such third parties;
  - (6) an act in violation of laws and regulations or public order and morals;
  - (7) an act of discrimination, mental abuse, or defamation against the Company or third parties;
  - (8) an act of invading third parties' privacy;
  - (9) a criminal act, an act related to a criminal act, or an act of inducing or soliciting participation in criminal acts;
  - (10) an act of transmitting or uploading pornographic, nude, obscene, or violent images, expressions, or indications, or other images, expressions or indications that would make the general public feel offended; an act of transferring or uploading expressions or indications that fall under child pornography or child abuse;

- (11) a harmful or fraudulent act, including those detrimental to others, the Company's business, or the Company's reputation, such as marketing or dissemination of fraudulent products, services, schemes, or promotions (including get-rich-quick schemes, pyramid schemes, multilevel marketing, phishing, or pharming), or involvement in other fraudulent activities;
- (12) an act of spoofing and using the Services as a third party;
- (13) an act of using the User ID in an unauthorized manner;
- (14) an act of transferring or uploading computer viruses and other harmful computer programs, etc.;
- (15) an act that will or is likely to hinder the use or operation of a third parties' facilities or facilities for the Services;
- (16) an act of using the Services in a manner that would breach the security of networks, computers, communication systems, etc., including unauthorized access and interception;
- (17) an act of using the networks in an unauthorized manner, such as evading the system restrictions;
- (18) an act of exchanging military information; or
- (19) other acts that the Company deems inappropriate.

10.2 The Business Partner shall immediately give notice to the Company and the Customer if the Business Partner becomes aware that any of the acts listed in the preceding paragraph has occurred or is reasonably likely to occur.

Article 11. Use Period and Charge

The Business Partner may use the Services subject to the Customer paying to the Company the charge listed on the Company's updated standard price table and any consumption tax, etc. for the period designated in the customer's application for the Services ("Use Period").

Article 12. Measures after Expiration of the Use Period

If the Business Partner's Use Period expires while the Services are suspended pursuant to Article 13.1 (1), the Business Partner may not use the Services.

Article 13. Suspension of the Services

13.1 The Company may, without giving the Business Partner any advance notice, suspend all or part of the Services if:

- (1) the Customer fails to purchase the Add-on Subscription and to register to use it by the end of the month following the month in which the Customer used the Services

in excess of the total of the Base Subscription and Additional Capacity of Data Transfer;

- (2) a regular or emergency inspection or maintenance is conducted on the computer systems used for the Services;
- (3) the system is overloaded;
- (4) it becomes necessary to assure the Customer's or Business Partner's security;
- (5) the computers, communication lines, etc. are disrupted due to accidents;
- (6) it becomes impossible to operate the Services due to fire, power outage, natural disaster, or other force majeure events;
- (7) there is trouble within the external connection services, the external connection services are ceased or suspended, or if the connection with the Services is suspended, or the specifications of the external connection services are changed, or there is a similar event with respect to the external connection services;
- (8) the Customer or the Business Partner is in breach of Article 10; or
- (9) The Company reasonably determines that it is necessary to suspend the Services.

13.2 The Business Partner agrees in advance that the Company and the Customer do not need to notify the Business Partner in any way in the event the Company detects any suspension of the Services not intended by the Company or if the Company determines to suspend the Services unintendedly and without prior notice.

#### Article 14. Early Termination of the Subscription Agreement

The Business Partner agrees in advance that the Subscription Agreement may be terminated by the Customer giving the Company a notice in a method prescribed by the Company no later than thirty (30) days prior to the desired termination date. Provided, however, if the Customer does not mention the desired termination date or if there is less than thirty (30) days between the receipt of the notice of termination and the desired termination date, the termination date shall then be deemed to be thirty (30) days after the date on which the notice of termination is received by the Company.

#### Article 15. Termination of the Subscription Agreement

15.1 The Company may terminate the Subscription Agreement without providing the Business Partner with any notice if any of the following becomes applicable. The Company and the Customer assume no liability whatsoever for any damage suffered by the Business Partner due to such termination.

- (1) There is a material non-performance or breach of the Subscription Agreement on the Business Partner's part, and such non-performance or breach is not rectified within thirty (30) days from the date when a notice of demand to rectify such



non-performance or breach has reached the Business Partner;

- (2) The Customer or the Business Partner is in breach of Article 10;
- (3) There is trouble within the external connection services, the external connection services are ceased, suspended or discontinued, the connection with the Services is suspended or discontinued, or if the specifications of the external connection services are changed, or there is any other similar event in the external connection services;
- (4) There is a likelihood that the Company will experience a serious economic or technical burden or suffer a security risk by providing the Services;
- (5) It becomes necessary to comply with the requirement of laws and regulations or governmental authorities;
- (6) The Company deems that the Company's provision of the Services will be illegal;
- (7) Full performance of the Subscription Agreement is not possible;
- (8) Intention to refuse full performance of the Subscription Agreement has been clearly expressed;
- (9) Performance of the Subscription Agreement is partially not possible or intention to refuse partial performance of the Subscription Agreement has been clearly expressed and the purpose of concluding the agreement cannot be achieved with the remaining portion;
- (10) In cases where due to the nature of the agreement or the intention expressed by the parties, the purpose of the agreement cannot be achieved unless performance is made at a specific date/time or within a certain period of time, and where such period has elapsed without the performance of the Subscription Agreement;
- (11) In addition to the cases listed in the preceding items, where the Business Partner or the Company has not performed the provisions in the Subscription Agreement and it is obvious that there is no likelihood that the performance sufficient to achieve the purpose of the agreement will be performed even if the other party makes a demand;
- (12) The Business Partner transfers the rights and obligations under the Subscription Agreement to a third party in breach of Article 26;
- (13) In other cases where any of the grounds listed in the items of Article 542 of the Civil Code has occurred; or
- (14) Other events arise such that the Company reasonably deems that it is necessary to terminate the Subscription Agreement.

15.2 The Company may terminate the Subscription Agreement (For Business Partners) if the Business Partners are in breach of Article 10. In such case, the Company and the Customer

shall not be liable for any damages suffered by the Business Partner.

- 15.3 The Business Partner may terminate the Subscription Agreement if there is a material non-performance or breach of the Subscription Agreement on the Company's part and such non-performance or breach is not rectified within thirty (30) days from the date when a notice of demand to rectify such non-performance or breach has reached the Company.

Article 16. Discontinuance of the Services

The Company may discontinue all or part of the Services if any of the following becomes applicable, and may terminate all or part of the Subscription Agreement as of the date of discontinuance:

- (1) The Company posted on the Company's web page no later than one (1) year prior to the date of discontinuance; or
- (2) It becomes impossible to provide the Services due to fire, power outage, natural disaster, or other force majeure events.

Article 17. After the Termination of the Subscription Agreement

- 17.1 Upon termination of the Subscription Agreement, the Business Partner shall immediately return to the Company any software and any related materials, etc. (including any copies of all or part of such software and related materials; hereinafter referred to as the "Software and Related Materials, etc.") loaned by the Company in using the Services, and shall at the Business Partner's responsibility delete the Software and Related Materials, etc. stored in the Business Partner's facilities.
- 17.2 Upon termination of the Subscription Agreement, the Business Partner shall lose the Business Partner's right to access the Business Partner's data stored within the Company's facilities under the Services. Upon termination of the Subscription Agreement, the Company may, without any advance notice, delete the Business Partner's data stored in the Company's facilities under the Services, and the Company is under no obligation to allow the Business Partner to use such data.
- 17.3 Articles 9.1, 9.3, 9.4, 9.5, Article 17, Article 18, Articles 20 through 23, and Articles 27 through 29 survive the termination of the Subscription Agreement.

Article 18. Ownership of Rights

- 18.1 Intellectual property rights including copyright, and any other rights in and to the Services and the texts, images, programs, and other data constituting the Services belong solely to the Company or its licensors, and the provision of the Services under the Subscription Agreement shall in no way mean the licensing of the intellectual property rights of the Company or its licensors regarding the Services; except as explicitly provided in these

Terms of Use. Other than when the Business Partner uses them in the Services, the Business Partner may not, without the Company's consent, use any of the foregoing rights in any method or means whatsoever including by duplicating, copying, compiling, transferring, storing, selling, or publishing, etc.

18.2 The Business Partner represents and warrants to the Company that:

- (1) The Business Partner has the intellectual property rights and any other rights in and to the Data, or the Business Partner has a license from the owner of such rights;
- (2) the Data does not promote or facilitate any illegal activities;
- (3) the Data is not detrimental to others, the Company's business, or the Company's reputation, including not being connected to marketing or dissemination of fraudulent products, services, schemes, or promotions (including get-rich-quick schemes, pyramid schemes, multilevel marketing, phishing, or pharming), or involvement in other fraudulent activities;
- (4) the Data does not infringe upon any rights of third parties;
- (5) the Data does not contain any images, expressions or indications that are pornographic, nude, obscene, or violent, or other images, expressions or indications that would make the general public feel offended, and does not contain any expressions or indications that fall under child pornography or child abuse;
- (6) the Data does not contain harmful content such as computer viruses;
- (7) the Data does not induce or solicit criminal acts, acts related to a criminal act, or participation into criminal acts; and
- (8) the Data is not related to military information.

18.3 The Business Partner shall assume any and all liabilities and costs for any issue that arises as a result of the Business Partner's breach of the preceding paragraph, and the Company assumes no liabilities therefor whatsoever.

#### Article 19. Disclosure of Information

The Company will not provide or disclose the Management Records to third parties whether within Japan, any country and territory where the Business Partner uses the Services or other countries and regions except when any of the following is applicable:

- (1) The Company obtained the Customer's or Business Partner's consent to do so;
- (2) The Company is requested to disclose the information under the laws and regulations;
- or
- (3) The Company is ordered to do so by a court or an administrative agency.

Article 20.           Limitation of Liabilities

- 20.1     The Company makes no warranties whatsoever, whether express or implied, regarding the contents of the Services or provision of the Services, including any legal warranty against non-conformity of the agreement, non-infringement of third party rights, or warranty of merchantability.
- 20.2     The Company makes no warranties whatsoever including accuracy, usability, completeness, or fitness for a particular purpose of the information the Business Partner obtains through the Services.
- 20.3     The Business Partner shall prepare any hardware and software and other facilities necessary for using the Services, and the Business Partner shall comply with the user's agreements on use of those facilities. The Company assumes no liability whatsoever for any damage suffered by the Business Partner arising from those facilities, etc.
- 20.4     The Company and the Customer assume no liability whatsoever to the Business Partner for any network delay due to disruption or heavy traffic of telephone companies and internet service providers, and data transfer delay, data extraction failure, data uploading/downloading failure, data transfer failure, or data deletion failure, etc. due to defects in the Customer's hardware and software or other facilities.
- 20.5     The Company and the Customer assume no liability whatsoever for any damage including leakage and loss of data suffered by the Business Partner or third parties in relation to the provision, delay, change, cancellation, suspension, abolition, etc. of the Services.
- 20.6     The Services are designed to be co-used by the Business Partner and the Customer, and the Business Partner shall, at the Business Partner's discretion and responsibility, maintain and manage any data registered and stored by the Business Partner; and the Business Partner acknowledge that the Company and the Customer make no warranty whatsoever and assumes no liability for damage, loss, or divulging of any such data to the Business Partner.

Article 21.           Exclusion of Antisocial Forces

- 21.1     The Business Partner represents and warrants that the Business Partner, the Business Partner's company, its officers (meaning directors, auditors, operating officer, and executive officers; hereinafter the same), its shareholders or the like who substantially own or control the Business Partner's company are not:
- (1)     an organized crime group or a member or a quasi-member of such a group, an entity or a person who has been an organized crime group or its member in the past five years, an entity associated with an organized crime group, a corporate racketeer [*sokaiya*], a fraudster claiming to be a part of a social or political movement or the

like, a special intellectual crime group, or any person or organization equivalent to any of the foregoing (“Organized Crime Groups,” hereinafter abbreviated as “OCGs”); or

- (2) a group or individual either by itself or through third parties engaging in fraudulent acts, violent demands, use of threatening words, unreasonable demands beyond legal entitlement, interfering with the business operation of others, defaming the reputation or damaging the trust of others.

21.2 The Business Partner represents and warrants that the Business Partner, the Business Partner’s company, officers of the Business Partner’s company, those having substantial management rights in the company, or those substantially involved in the management of the company do not have:

- (1) any relationship that shows an OCGs’ control over the management;
- (2) any relationship that shows an OCGs’ substantial involvement in the management;
- (3) any relationship that shows reliance on OCGs for the purpose of unfairly benefiting itself, the Business Partner’s company, or third parties, or of damaging third parties;
- (4) any relationship that shows provision of funds, benefits or services to an OCGs;
- (5) a strong personal, capital, or economic relationship or other socially condemnable relationship with an OCGs or equivalent antisocial groups or individuals; or
- (6) any other relationships equivalent to the items (1) through (5) above.

#### Article 22. Compliance with Export Control

22.1 The Company does not prevent the Business Partner from using the Services outside Japan. Provided, however, that the Business Partner shall use the Services outside Japan at the Business Partner’s own responsibility and at the Business Partner’s own cost, and the Company and the Customer assume no liability whatsoever to the Business Partner or other third parties with respect to the use of the Services. If the Company or the Customer suffers any damage due to the Business Partner’s use of the Services outside Japan, the Business Partner shall indemnify the Company or the Customer for such damage.

22.2 When the Business Partner uses the Services outside Japan, the Business Partner shall comply with any and all export/import controls and other laws and regulations of Japan and of other countries and areas where the Business Partner uses the Services.

#### Article 23. Confidentiality

23.1 The Business Partner and the Company shall maintain the confidentiality of any technical,

operational, and business information of the other party disclosed by the other party for the purpose of performing the Services (excluding the Data) and indicated as being confidential or may be reasonably understood as being confidential from the nature of the information or the conditions surrounding disclosure (collectively “Confidential Information”), and shall not divulge or disclose it to third parties, except when any of the following is applicable in Japan, any country or territory where the Business Partner uses the Services, or other countries and regions:

- (1) the Confidential Information is disclosed pursuant to laws and regulations;
- (2) the Confidential Information is disclosed pursuant to an order by a court or an administrative agency;
- (3) the Confidential Information is disclosed in a lawsuit, conciliation, or other legal procedures in pursuit of the rights under the Subscription Agreement; or
- (4) disclosure to third parties is reasonably necessary in a manner similar to the preceding items.

23.2 Any information that can be proven in writing to fall under any of the following shall not be considered Confidential Information:

- (1) information that was already held by the recipient prior to the time of disclosure to the recipient;
- (2) information that was already publicly known or used as of the time of disclosure to the recipient;
- (3) information that became publicly known or used through no fault of the recipient after the disclosure to the recipient;
- (4) information that the recipient lawfully obtained, without a confidentiality obligation, from a third party having a legitimate title; and
- (5) information that was independently developed by the recipient without using the Confidential Information.

Article 24. Provision of Technical Support, etc.

24.1 The Customer will provide the Business Partner with the technical support to facilitate the Business Partner’s use of the Services (“Technical Support”). Technical Support will be continuously provided during the Use Period. The Technical Support is detailed in “HULFT-WebConnect Service Specifications” prepared by the Company.

24.2 The Business Partner agrees in advance that even if the Business Partner makes an inquiry to the Company regarding the Technical Support, the Company is not obligated to provide the Business Partner with Technical Support..

24.3 In order for the Business Partner to obtain Technical Support, the Business Partner shall

disclose to the Customer and Company the Business Partner's or third parties' technical information as necessary for the Technical Support, and shall authorize the Customer and the Company to use such information for the sole purpose of Technical Support.

- 24.4 The Business Partner shall cooperate, to the utmost extent possible, with any investigation that the Customer or the Company may request for the purpose of the Customer to provide Technical Support, including understanding the network status, error messages, and set-up status.
- 24.5 When receiving Technical Support, if it becomes necessary to identify whether the problem(s) are caused by functions provided by the Service ("Service Functions") or other products, etc. other than the Service Functions (including the OS or cluster software used by the Business Partner; hereinafter referred to as "Non-Company Products"), the Business Partner shall at the Business Partner's cost and responsibility identify the cause of the problem(s), including making inquiries to the manufacturer of such Non-Company Products.
- 24.6 The Business Partner shall allow the Customer's or the Company's Technical Support personnel and third parties to whom the Company subcontracted the provision of the Technical Support pursuant to Article 5 (collectively, the "Technical Personnel") to enter the Business Partner's offices when necessary for the purpose of providing the Technical Support. On such occasions, the Business Partner shall also allow the Technical Personnel to use the Business Partner's computer systems and related items to the extent necessary to provide Technical Support at no charge.
- 24.7 When Article 24.6 is applicable, the Customer and the Company shall manage the Technical Personnel and cause them to comply with the rules and regulations of the Business Partner's offices.

Article 25. Scope of the Technical Support

- 25.1 In providing the Technical Support, the Company makes no warranty that any or all of the issues involving the Services will be corrected, that the Services will properly operate in the Business Partner's environment, or that the lost Data will be recovered. The Business Partner shall take precautionary measures to prevent the loss of the Data, such as making a backup of the Data at its own responsibility and cost.
- 25.2 The following failures are outside the scope of the Technical Support:
- (1) any failure arising from Non-Company Products;
  - (2) any failure that cannot be identified to be arising from the Service Functions or Non-Company Products;
  - (3) any failure caused by fire, power outage, natural disaster, and other force majeure

events;

- (4) any failure caused by the Customer, Business Partner or Subcontractor's use of the Services in breach of these Terms of Use;
- (5) any failure arising from the outside connection services; and
- (6) any failure caused by an event that would not occur under normal usage of the Service.

Article 26. No Assignment

The Business Partner may not assign or transfer to a third party, pledge as collateral, or otherwise dispose of the Business Partner's status under the Subscription Agreement, all or part of the Business Partner's rights or obligations under the Subscription Agreement without the Company's written prior consent in writing.

Article 27. Jurisdiction

Any dispute arising in relation to these Terms of Use and the provision of the Services shall be submitted to the Tokyo District Court having the exclusive jurisdiction in the first instance.

Article 28. Governing Law

Formation, validity, performance, and interpretation of these Terms of Use and the Subscription Agreement is governed by and construed in accordance with the laws of Japan.

Article 29. Consultation

Any matter not provided for in these Terms of Use and interpretation of provision of these Terms of Use shall be discussed and shall be resolved in good faith.

## CHAPTER 2 USE FOR GROUP COMPANIES

Article 30. License for Right to Use for Group Companies<sup>30.1</sup> Notwithstanding any provisions of these Terms of Use, the Company shall grant to the Customer, the right to use the Services, limited to purposes of performing in-house business of the Customer's Group Company pursuant to a specific agreement executed between the Customer and the Customer's Group Company (hereinafter referred to as the "Group Agreement"). If used for group companies, the Services cannot be used in any other way, including use by companies other than the companies notified to the Company under the procedures prescribed by the Company as the Customer's Group Company as well as internal use by the Customer for the purpose of performing in-house business and internal use by the



Business Partner for the purpose of performing in-house business.

- 30.2 The Business Partner may at the Business Partner's own responsibility, allow an external contractor to use the Services within the scope necessary to perform the contracted work which may be all or part of the business related to use by the Business Partner by causing the external contractor to comply with the terms under these Terms of Use; provided, however, that in this case, the Business Partner shall be liable for any breach of the obligations set forth in these Terms of Use by such external contractor.
- 30.3 Notwithstanding any provisions of these Terms of Use, when the Group Agreement is terminated, these Terms of Use shall also be terminated and the Services can no longer be used.

### CHAPTER 3 SERVICE USE

#### Article 31. License for Service Use Right

- 31.1 Notwithstanding any provisions of these Terms of Use, the Company shall grant to the Customer, the right to use the Services, limited to purposes of providing the Customer's Services pursuant to a specific agreement executed between the Customer and Customer's Service Users (hereinafter referred to as the "Customer's Service Agreement"). If Service Use is carried out, the Services cannot be used in any other way, including use by companies other than the companies notified to the Company under the procedures prescribed by the Company as the Customer's Service Users as well as internal use by the Customer for the purpose of performing in-house business and internal use by the Business Partner for the purpose of performing in-house business.
- 31.2 The Business Partner may at the Business Partner's own responsibility, allow an external contractor to use the Service within the scope necessary to perform the contracted work which may be all or part of the business related to use or provisions of the Customer's Service, if the Business Partner ensures that the external contractor will comply with the terms under these Terms of Use; provided, however, that in this case, the Business Partner shall be liable for any breach of the obligations set forth in these Terms of Use by such external contractor.
- 31.3 Notwithstanding any provisions of these Terms of Use, when the Service Agreement is terminated or when the performance of Service Agreement is completed because the Customer decides to end provision of the Customer's Services, this Agreement shall also be terminated and the Services can no longer be used.

## CHAPTER 4 SPECIAL PROVISIONS FOR USE OF EVALUATION VERSION

### Article 32. Definition

In these Terms of Use, “Evaluation Version” (may also be referred to as “Evaluation Services,” “β Services,” or “Test Services”) means a part of the Services for which the Customer and the Business Partner have a non-exclusive, non-sublicensable, and non-transferrable license to use the Services for a limited period of time at no charge, for the purpose of evaluating and testing the Services in the Customer’s and Business Partner’s environment.

### Article 33. Prevailing Provisions for Use of Evaluation Version

When the Services are provided as an Evaluation Version, the Business Partner agrees that the provisions of this Article will prevail over the other provisions of these Terms of Use.

- (1) Notwithstanding Article 2 of these Terms of Use, Article 3 of the Service Specifications will not apply.
- (2) Notwithstanding Article 3 and Article 11 of these Terms of Use, the Services shall terminate after sixty (60) days from the time when the Customer first log-ins to the service site (“Evaluation Period”), after the Company receives the Customer’s application for the Services and sends the Customer the User’s Guide.
- (3) After the expiration of the Evaluation Period, the Business Partner shall be unable to use the Services unless the Customer applies for the non-evaluation version of the Services to the Company pursuant to Article 34 of these Terms of Use. The Business Partner shall, at the Business Partner’s cost and in accordance with the Company’s instructions, immediately return, destroy, or delete the Software and Related Materials, etc. (including those incorporated into computer memory, etc.).
- (4) During the Evaluation Period, the Business Partner shall be responsible for the management of the data registered to the Services, and by the end of the Evaluation Period, the Business Partner shall be responsible for deleting all of the data. The Business Partner shall consent in advance that the Company will delete the Business Partner’s ID and any remaining registered data upon expiration of the Evaluation Period.
- (5) Unless otherwise agreed with the Company, the Technical Support prescribed in Article 24 and Article 25 of these Terms of Use will not be provided.
- (6) Notwithstanding Article 11 of these Terms of Use, the Company licenses the Services as is at no charge, without any warranties. The Company and the Customer make no warranties whatsoever, whether express or implied, including legal warranty against non-conformity of

the agreement, non-infringement of third party rights, or warranty of merchantability with respect to the Service. The Company's or the Customer's representations or disclosure of information, whether in writing or orally, do not constitute the Company's or the Customer's warranties. Under no circumstances shall the Company and the Customer assume any liability whatsoever for any direct, indirect, consequential, accidental, incidental, extended, punitive or any other damages or losses (including lost profit, discontinuance of business, loss of business opportunities and sales, loss of goodwill, loss of Data or Data using opportunities, cost for procuring substitutes, damages for emotional pain and suffering, or other monetary losses), even if the Company or the Customer has been advised of the possibility of such damages or losses.

Article 34.           Transfer to Non-Evaluation Version of the Services

If the Customer wishes to continue to use the Services after the Evaluation Period, the Customer must submit to the Company an application in accordance with Article 3 of these Terms of Use prior to the expiration of the Evaluation Period, and the Business Partner shall comply with Articles 1 through 29 of these Terms of Use.

Enacted on August 1, 2020

[Revised April 1, 2024](#)