# HULFT-WebConnect Service Level Agreement

Version 6
April 1, 2024
Saison Technology Co., Ltd.

# **History of Revisions**

The history of revisions of this document is as follows:

Version	Effective Date	Description of Revision	
1	April 1, 2015	Establishment	
2	October 1, 2015	Revision (Remarks: Added a diagram on the demarcation point	
		of responsibilities)	
3	April 16, 2018	Revision (When the Actual Level is Under the Warranted Level:	
		Changed from refunding at a later date to reducing the amount	
		upon the next renewal)	
4	August 17, 2020	Revision (Added an explanation of Data Transfer Site in the	
		Definitions section)	
5	December 1, 2022	Revision (Changed the document format)	
6	April 1, 2024	Revision (Changed the company name)	

The purpose of this HULFT-WebConnect Service Level Agreement (this "SLA") is to set forth the service levels for providing the cloud services "HULFT-WebConnect" (the "Services") that are provided by Saison Technology Co., Ltd. (the "Company") pursuant to the provisions of the HULFT-WebConnect Terms of Use (the "Terms of Use") between the Company and the customer. Unless otherwise stated in this SLA, this SLA complies with the provisions of the Terms of Use, and unless otherwise stated, the terms defined in the Terms of Use shall have the same meaning in this SLA. The Company reserves the right to change this SLA pursuant to the Terms of Use. In providing the Services, the Company shall not bear any responsibility other than those set forth in this SLA.

**Service Level**The Company warrants the service level of the Services as follows:

No	Service Level Item	Description	Service Level
1	Monthly Operation	Percentage of hours of actual	It must be ninety-nine point
	Rate	operation to total hours of operation	nine (99.9) % or more.
		during a one-month period	
2	Maintenance Notice	Time of notice regarding suspension	• It will be notified to the
		of the Services for maintenance	email address of the account
			registered with HULFT-
			WebConnect at least thirty
			(30) days in advance via e-
			mail.
			Notified on the home page
			by at least thirty (30) days in
			advance

# **Definitions**

Monthly Operation Rate:

The Monthly Operation Rate of the SLA Applied Server is calculated as follows:

SLA Applied Server:

It means the HULFT-WebConnect Relay Servers, the Web Servers of Service Site, and the Data Transfer Site Server.

# **HULFT-WebConnect Relay Servers:**

The servers which assume the function of relaying and sending transfer data from the distribution side of HULFT to the concentration side of HULFT within the Service.

#### Web Servers of Service Site:

The servers which provide the management screen functions of HULFT-WebConnect within the Service.

## Data Transfer Site Server:

The servers which provide data transfer functions of HULFT-WebConnect within the Service.

#### **External Services:**

The cloud computing environment used in order to make the HULFT-WebConnect work as well as other services incidental thereto.

#### Monthly Total Hours of Operation:

It means total hours from the first day of a calendar month to the last day of the same calendar month.

# Monthly Cumulative Hours of Interruption:

It means, out of the Monthly Total Hours of Operation, a total number of hours which is reported by the Company as a time of occurrence of any of the following (the "Interruption") and the number of hours which is proved by the customer as a time of occurrence of the Interruption in excess of the number of hours reported by the Company:

- 1. A condition in which the SLA Applied Server cannot be accessed at all; or
- 2. Any function described in the Service Specifications cannot be performed and there is no alternative solution.

# When the Actual Level is Under the Warranted Level

If the Monthly Operation Rate is less than ninety-nine point nine (99.9) %, and such failure is attributable to the fault of the Company, and the Company determines that no exception applies, the Company will deduct ten (10) % of the monthly fee of the Base Subscription of the month in which the Interruption occurs upon the customer's request. The deduction will apply to the estimate as at the next contract renewal. When making the request, the customer must send the following documents to the seller of the Services by the end of the month succeeding the month during which the Interruption has been fixed.

# ■ Required Documents

- Log file of HULFT-WebConnect client

  (Please obtain a log file that includes the log data during the occurrence of the Interruption. If the customer has any other data that suggests the occurrence of the Interruption, please also send the data.)
- Document proving that the Monthly Operation Rate was under ninety-nine point nine (99.9) %.

The Company will investigate based on the application. If the Company determines that the Monthly Operation Rate has been less than ninety-nine point nine (99.9) % and the reason for such incident has been due to the fault of the Company, the deduction will be made.

## **Exceptions**

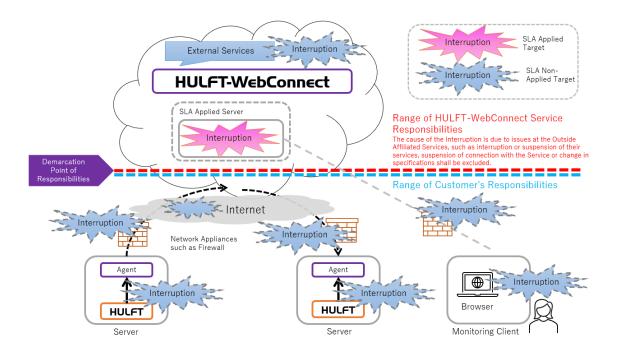
The period in which the Service is suspended due to reasons attributable to the customer such as the customer's failure to pay additional fees, etc. shall be excluded from the Monthly Total Hours of Operation. If the reasons for the Interruption fall under any of the following, fees will not be deducted.

- 1. If the SLA Applied Server stops due to a reason necessary to maintain the systems such as regular maintenance that the Company has notified in advance or special maintenance;
- 2. If the cause of the Interruption is hardware, software or network of the customer's system;
- 3. If the customer uses the Services in an erroneous manner;
- 4. If the customer uses the Services in violation of the Terms of Use:
- 5. If the cause of the Interruption is an interruption of the Internet access or network which is outside of the scope of the Services;
- 6. If the cause of the Interruption is force majeure such as fire, blackout, earthquake, flood, tsunami, war or riot;
- 7. If the cause of the Interruption is due to issues at the External Services, such as interruption or suspension of their services, suspension of connection with the Service or change in specifications; or
- 8. Other causes not attributable to the fault of the Company.

# Remarks

Demarcation Point of Responsibilities

The demarcation point of responsibilities of the customer's environment and the Services shall be as set forth in the following diagram.



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