



To the Customer

1. Please read these Terms of Service carefully.
2. If the Customer applies to NRI Secure Technologies, Ltd. (below, "NRIS") for use of the Service in agreement with the Terms of Service, it shall be acknowledged that the Customer agrees with all the terms in the Terms of Service and that the Terms of Service shall come into effect in the same manner as other contracts that the Customer has signed.
3. It is not possible to use the Service if the Customer does not agree to the Terms of Service.
4. The Service may be used free of charge.
5. Application for the Service does not mean that use of the Service has started. Application for the Service is completed with the sending of the application confirmation email to the Customer from NRIS.
6. NRIS may reject applications for the Service based on the circumstance of NRIS.
7. The Terms of Service apply to applications through the NRIS website as well as contracts that are stipulated to be based on the Terms of Service (including contracts, memorandums, purchase orders, invoices, and other documents regardless of the name used).

Secure SketCH Terms of Service (Free Version)

The Terms of Service that stipulate the terms (below, "Terms of Service") for the Secure SketCH Service Free Version (below, "Service") that NRI Secure Technologies, Ltd. (below, "NRIS") provides to customers are as follows.

Article 1. Objective

1. The objective of the Terms of Service is to stipulate the terms for the provision of the Service to customers by NRIS. \*

Article 2. Changes to the Terms of Service

1. NRIS may change the Terms of Service.
2. When making a change to the Terms of Service, NRIS shall notify customers to be affected by that change of the details of the change in advance through a method stipulated by NRIS, such as a notice through the website for the Service.

Article 3. Enactment of the Use Agreement

1. A use agreement related to the service (hereinafter, collectively referred to as "Use Agreement") shall be enacted with the sending of the Secure SketCH Service Membership Registration Notification Email by NRIS to the Customer, the submission of an invoice, etc. by NRIS in response to a purchase order, etc. from the Customer, or a contract, etc. that is signed and sealed by both the Customer and NRIS.
2. NRIS may reject an application for use if any of the following items apply.
  - (1) If the Customer makes false statements in their application
  - (2) If there are significant difficulties in business execution by NRIS or significant technical difficulties
  - (3) If the Customer could conduct an act that could interfere with the normal operations of the facilities of NRIS
  - (4) If the Customer or a member of the Customer is in violation of Article 22
  - (5) If the Customer is engaged in a business that competes with or could competes with the Service
  - (6) If NRIS otherwise deems that provision of the Service to the Customer is not appropriate

Article 4. Provision of the Service

1. NRIS shall provide the Service to the Customer based on the terms stated in the Terms of Service and Use Agreement.
2. NRIS may change the provisions of the Service or suspend the Service without prior or subsequent notice to the Customer. \*

Article 5. Use of the Service

1. The Customer may only use the Service (including information, data, etc. provided through the Service) for the purpose of internal standard business processing by the Customer.
2. The Customer shall comply with the Terms of Service and the items stated in manuals and instructions provided by NRIS as necessary.

Article 6. Changes to Attribute Information

1. If there is a change in the attribute information for the Customer (company name, department name, name of the responsible person, address, telephone number, fax number, email address etc.) stated on the Use Agreement, the Customer shall promptly notify NRIS through the method prescribed by NRIS.

Article 7. Usage Fee and Payment Terms

1. Use of the Service is free of charge. \*

Article 8. Customer Account Provision

1. NRIS shall notify the Customer in writing or by digital means of the account information including the user ID, password, etc. (below, "Customer Account") if necessary for the

use of the Service.

2. The Customer shall lend the Customer Account to its own employees only for the use of the Service, and the Customer shall be fully responsible for the use and management of the Customer Account.
3. The Customer may not transfer, make a name change to, pledge, bequeath, etc. the Customer Account to a third party. \*
4. The Customer shall immediately notify NRIS if damages are incurred as a result of the loss of the Customer Account or theft by a third party, etc. or if it is discovered that the Customer Account has been used or could have been used in an unauthorized manner by a third party. \*
5. NRIS shall not be responsible for any damages incurred by the Customer as a result of erroneous use of the Customer Account, insufficient management, or unauthorized use by a third party, etc. As long as the Service is used by the Customer Account of the Customer, it shall be deemed that it was used by that Customer even in the case of unauthorized uses by a third party, and it is not possible to evade responsibility for use by that Customer in this case. \*

#### Article 9. Subcontracting

1. NRIS may subcontract the provision of the Service in full or part to a third party under its own responsibility.

#### Article 10. Lending of Software

1. NRIS may lend the required software (below, "Lent Software") to the Customer if necessary for the use of the Service.
2. The Customer may only use the Lent Software for the purpose of using the Service.
3. The term and conditions for the use of the Lent Software are according with the terms stipulated in the Terms of Service and the term and conditions stipulated by the licensors of the Lent Software including NRIS. \*
4. Unless otherwise noted, the "Service" in the Terms of Service shall include the "Lent Software" \*

#### Article 11. Third Party Services

1. The Service may include services and software (below, collectively referred to as "Third Party Services") provided by a third party (below, "Provider").
2. The contents and service level of Third Party Services that are provided to the Customer by NRIS shall be equivalent to those provided by the Provider to NRIS. If there are differences between the terms of the Terms of Service and terms of the contract related to the Third Party Services entered between NRIS and the Provider, the latter shall take precedence unless otherwise stated in the Use Agreement.
3. If the Third Party Services by the Provider are suspended or changed in full or part, Third Party Services may also be subject to suspension or change for those areas. \*
4. If the Customer requires the direct approval of the Provider for use of Third Party Services, the Customer shall obtain approval from the Provider and NRIS shall cooperate with this. Furthermore, the Customer gives advance consent to the fact that it may not be possible to use the Third Party Services if the Provider refuses to provide Third Party Services to the Customer during the use period for the Service, and the Customer shall not make any disputes regarding this. \*
5. The Customer gives consent to the fact that it may not be possible to use the Third Party Services in full or part if there are unavoidable circumstances involving the Provider such as a bankruptcy, closure, change of trade, absorption, merger, punishment, or changes to the business policy, and the Customer shall not make any disputes regarding this. \*

#### Article 12. Use Environment

1. The recommended requirements including the terminal equipment, peripheral equipment, other software, and telecommunications lines, etc. required for use of the Service by the Customer are as stated in the Use Agreement or as separately presented by NRIS. However, NRIS does not guarantee the full operation of the Service even if the recommended requirements are met unless NRIS has confirmed the settings, configurations, etc. for the actual types of terminal equipment, peripheral equipment, software, network, telecommunications lines and the versions, revisions, and combinations.

#### Article 13. Service Provision Area

1. The provision area for the Service shall be within Japan as a general rule.
2. Although NRIS will not prevent the use of the Service outside of Japan as long as the Customer complies with the terms stipulated in the Terms of Service, in that case the Customer shall be fully responsible for the use of the Service.

#### Article 14. Defense of the Service

1. If the Service is subject to a third-party attack, intrusion, virus, contamination with harmful code, or other forms of unauthorized access and NRIS deems that the Customer's network could have an effect on the normal operation of the Service, NRIS may block access to the Service by the Customer through prior or subsequent notice to the Customer to defend all users of the Service including the Customer.
2. The Customer shall conduct appropriate backup as necessary at their own expense and responsibility for information, data, etc. entered in the Service or provided through the Service.

#### Article 15. Restrictions on Use

1. The Customer shall not conduct the acts stated in the following items when using the Service. \*
  - (1) Reproduction, public transmission, or installation in a device capable of automatic public transmission of the Service in full or part.
  - (2) Alteration, reverse engineering, reverse assembling, or reverse compiling of the Service in full or part.
  - (3) Licensing or provision of the Service in full or part to a third party (including, but not limited to, transfer, sublease, or provision as collateral).
  - (4) Use of equipment other than the designated terminal equipment when there is terminal equipment that has been designated for the use of the Service.
  - (5) The divulging of the Customer Account to a third party or transfer, loaning, or licensing to another third party without the prior consent of NRIS.
  - (6) The resales or licensing of the Service to a third party without the prior consent of NRIS.
  - (7) Other acts that infringe on intellectual property rights or trade secrets related to the Service other than those stated above.

#### Article 16. Limits on Responsibilities

1. NRIS does not make any explicit or implicit guarantees for the Service including its accuracy, marketability, usefulness, and fitness for a specific purpose of the Customer. In addition, if information is provided to the Customer through the Service (including recognition results such as voice, text, and images), NRIS does not make any explicit or implicit guarantees for this information including its accuracy, marketability, usefulness, and fitness for a specific purpose of the Customer, and the Customer may only use such information internally under their own judgment and responsibility. \*
2. NRIS shall not be responsible for damages incurred by the Customer or third party (including, but not limited to the loss of business profits, the disruption of business, the loss of

data, or other monetary damages) as a result of use or misuse of the Service. \*

3. NRIS shall not be responsible for damages incurred by the Customer or third party (including damages from the unavailability of service or the loss or destruction of data as a result of service disruption, delays, etc.) as a result of the grounds in the following items or other grounds beyond the control of NRIS. \*

(1) Damage incurred as a result of circumstances outside the control of the parties involved, such as earthquake, fire, lightning, storm, flood, disease outbreak (including infectious diseases such as pandemic influenza), other natural disasters, or war

(2) Damage incurred as a result of damage to computers or telecommunications lines, power failure, a planned power outage, an accident involving a mode of transport, or work required for maintenance

(3) Damage incurred as a result of the amendment and abolishment of laws and systems or orders or measures by a public authority

(4) Damage incurred as a result of not being able to successfully use the Service or its outcomes due to physical infringement by a third party

(5) Damage incurred as a result of a hardware, OS, or software defect that NRIS is not responsible for

(6) Damage incurred as a result of information obtained from a third party that is a manufacturer of hardware and software, etc.

(7) Damage incurred as a result of operating errors by the Customer related to the Service or its outcomes or in accordance with customer instructions and business requirements

(8) Damage incurred as a result of errors in software or data provided by another licensor besides NRIS or defects in the Customer's services or network

(9) Damage incurred as a result of third-party products or provider services

(10) Damage incurred as a result of equipment or devices installed, maintained, or managed by the Customer or other parties designated by the Customer

(11) Damage incurred as a result of errors in customer data, etc.

(12) Damage incurred as a result of defects in customer systems, services, or networks connected to the Service or its outcomes

(13) Damage incurred as a result of unauthorized access including a computer virus or hacking

(14) Damage incurred as a result of defects in equipment or software or a shutdown arising from an excessive concentration of transactions that could not be foreseen despite NRIS having fulfilled the duty of care as a prudent administrator

(15) Damage incurred as a result of breakdown, inaccessibility, or deterioration in performance that is attributable to a communications carrier or Internet provider inside Japan or overseas

(16) Damage incurred as a result of a computer program operation failure caused by third-party software included in the computer program running environment included in the outcomes such as terminal equipment, peripheral equipment, other software, and telecommunications lines.

(17) Damage incurred as a result of an infringement on the intellectual property rights of third parties

#### Article 17. Suspension of the Provision of the Service

1. NRIS may suspend provision of the Service in full or part at any time without notifying the Customer in advance.

#### Article 18. Use Period

1. The use period for the Service shall be from the start of use to the end of use of the Service by the Customer.

2. The Customer may end use of the Service at any time.

3. Clauses followed by a "\*" mark are clauses that shall remain effective even after the end of the use period for the Service.

#### Article 19: Intellectual Property Rights

1. NRIS shall license the rights to use the Service and the results output from the Service including data free of charge in Japan. The Customer may use the Service as long as it is for the purpose of normal internal business processing (in the case of programs, refers to importing and running on a computer, and in the case of other materials, refers to browsing or referencing as they are; hereinafter the same shall apply).

2. All copyrights, industrial property rights, and other intellectual property rights related to the Service (excluding use rights acquired by the Customer based on the Terms of Service) belong to NRIS or a rights licensor for NRIS. \*

3. The Customer shall not disclose to any third party the output results including data obtained from the Service, or the Service manual bearing the indication of NRI Secure Technologies, Secure SketCH, or any other rights licensors without the prior written consent of the NRIS. \*

#### Article 20. Non-guarantee

1. NRIS has no obligation to provide the Service and it does not make any explicit or implicit guarantees for the results of using or not using the Service regardless of statutory law, common law, customary law, practices, or any other legal grounds. However, this non-guarantee does not necessarily apply in the case of legal exclusions or if there is legal force that shall not be limited. In these cases, Article 21 applies. \*

#### Article 21. Compensation for Damages

1. Unless exempt under Terms of Service, if damages are incurred by the Customer as a result of intentional or gross negligence by NRIS, NRIS shall provide compensation for the actual standard and direct damages for up to an amount equivalent to the normal use fee (if the fee is a monthly payment, an amount equivalent to the monthly amount for the month in which the damage occurred; if the fee is an annual payment, an amount equivalent to the annual amount for the year in which the damage occurred; if the fee is a lump sum, an amount equivalent to that lump sum) for the individual service that was the cause of the damage. However, NRIS shall not be responsible for damages incurred due to grounds that cannot be attributed to NRIS, damages incurred as a result of special circumstances regardless of whether they were foreseen or not by NRIS, lost profit, or damages incurred by the Customer based on the destruction or loss of intangibles including data and programs or based on a damage compensation claim from a third party. \*

2. Claims for compensation for damages under the preceding paragraph may be made only within a period of one year from the date damages were incurred by the Customer from the violation of the performance of obligations stipulated in the Terms of Service by NRIS, regardless of the grounds for the claim. \*

#### Article 22. Elimination of Antisocial Influences

1. The Customer and NRIS declare to the other party that as of the signing of the Use Agreement their company, executives of their company, employees in an important position, major shareholders, or major business partners are not an organized crime group, member of an organized crime group, a person for whom less than five years have passed since ceasing to be a member of an organized crime group, person affiliated with an organized crime group, enterprise related to an organized crime group, corporate racketeers, antisocial group acting under the auspices of social activism and the like, violent organization employing specialized knowledge or parties similar to the foregoing (below, collectively referred to as "Antisocial Influences"), are not cooperating or involved with the maintenance or operation of Antisocial Influences, and that none of the following items apply.

(1) A party having a relationship recognized as being one where management is controlled by Antisocial Influences.

(2) A party having a relationship recognized as being one where Antisocial Influences are effectively participating in management.

(3) A party having a relationship recognized as being one where Antisocial Influences are inappropriately used for the purpose of attempting to earn profits unfairly for oneself, one's

company or third parties, or used for the purpose of harming third parties.

(5) A party having a relationship recognized as being one where funding or other assistance is being provided to Antisocial Influences.

(6) A party recognized as being one where executives, employees in an important position, or parties effectively participating in management are having a relationship with Antisocial Influences which would be the object of social criticism.

2. The Customer and NRIS shall not conduct any illegal acts including violence, intimidation, fraud, or business sabotage to the other party on their own or through a third party. \*

#### Article 23. Use of Use Information

1. The Customer gives advance consent to the analysis and use of log information arising from the use of the Service and data registered to the Service by the Customer (however, not including information that can be used to identify the Customer) by NRIS for purposes such as operation of the Service, service improvements, and the development of new services. \*

#### Article 24. Prohibition on Transfer of Rights

1. The Customer must not transfer, assign, or provide as collateral the position in the Terms of Service and Use Agreement or the rights and obligations obtained to a third party without the advance written authorization of NRIS. However, NRIS will not refuse such requests by the Customer unless there are legitimate and reasonable grounds. \*

#### Article 25. Language and Standard Time

1. The Terms of Service and Use Agreement shall be prepared in Japanese, and translations of the Terms of Service and Use Agreement in any other language shall not have an impact on the interpretation of the Terms of Service and Use Agreement. \*

2. The times and dates used in the Terms of Service, the Use Agreement, the Service, and materials provided to the Customer by NRIS in relation to the Service are Japan Standard Time as a general rule. \*

#### Article 26. Export Control

1. If the Customer wishes to use the Service from overseas, or take the outcomes of the Service overseas or provide them to a non-resident, the Customer shall comply with the Foreign Exchange and Foreign Trade Act and other export-related laws and regulations and follow the appropriate procedures including the acquisition of export permits from the Minister of Trade, Economy and Industry. Furthermore, the same shall apply if export-related laws or regulations of a foreign country including the export-related laws or regulations of the United States are applicable and prescribed procedures are necessary. \*

#### Article 27. Governing Law

1. The Terms of Service shall be interpreted based on the laws of Japan, and the Tokyo District Court has exclusive jurisdiction as the court of first instance over any dispute in connection with the Terms of Service. \*

#### Article 28. Complete Agreement

1. The Terms of Service and Use Agreement are a complete agreement on the Service provision terms for the Customer and NRIS, and shall be applied with priority over all representations, negotiations, contacts, or notifications that differ from the Terms of Service and Use Agreement. Even if it is deemed that a portion of the Terms of Service and Use Agreement is invalid and not legally binding, it shall not have any effect on the validity of the other portions of the Terms of Service and Use Agreement, which shall remain effective. However, Terms of Service and Use Agreement are not intended to restrict the Customer from exercising their legal rights. \*

2. For matters that are not stipulated in the Terms of Service or questions relating to the Terms of Service, both parties shall act in good faith in consultations aimed at smooth resolution of the issues at hand.

#### Supplementary Provisions

These Terms of Service shall be effective as of October 30, 2018. \_\_