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## **mframe X Terms and Conditions**

## 1. General

### Article 1. mcframe X Terms and Conditions

- 1.1 mcframe X Terms and Conditions (hereinafter the "Terms") and mcframe X Service Level Agreement (hereinafter the "SLA") shall be equally applied to any corporation (hereinafter the "END-USER") who entered into the Purchase Agreement of the mcframe X services (hereinafter the "Service Agreement") directly with Business Engineering Corporation (hereinafter "B-EN-G") or through the B-EN-G's Partner.
- 1.2 The Terms and SLA will be uploaded to the site designated by B-EN-G.
- 1.3 The Terms and SLA consist of integral part of the Service Agreement. In case the Terms is contradictory and/or inconsistent with the SLA or the Service Agreement, (1) the SLA prevails (2) the Terms, which supersedes and is given higher priority to (3) the Service Agreement.
- 1.4 The END-USER shall agree that B-EN-G revises this Terms and SLA regularly or irregularly at its discretion. In the event that the Terms and SLAs are revised, the revised Terms and SLAs shall apply universally to all customers.
- 1.5 The mcX Accounting Module Service Terms, mcX Accounting Module Service Terms and Conditions, and mcX Accounting Module Service Level Agreement (SLA) shall apply to the Services related to the Accounting Module.

## 2. The Service Agreement, etc.

### Article 2. Service Agreement, etc.

- 2.1 A Service Agreement shall be effective when the END-USER submits an application form prescribed by B-EN-G to B-EN-G or a Partner and B-EN-G sends a notice of acceptance in accordance with B-EN-G's prescribed method. The END-USER shall be deemed to have agreed to the contents of the Terms and SLA when the END-USER submits the application.
- 2.2 The period of the Service (hereinafter referred to as "Usage Period") shall be one (1) year from the start date of the Usage Period. However, unless either the END-USER or B-EN-G expresses its intention to terminate the Usage Agreement in writing at least one month prior to the expiration of the Usage Period, the Usage Agreement shall be automatically renewed for one year from the day following the expiration of the Usage Period, and the same shall apply thereafter. The same shall apply thereafter. This shall not apply in case the END-USER and B-EN-G otherwise agree.
- 2.3 Changes to the Service Agreement shall be effective when the END-USER submits an application form to B-EN-G or a partner and B-EN-G sends a notice of acceptance to the END-USER in the manner prescribed by B-EN-G. In such cases, B-EN-G will notify the END-USER of the change and the END-USER will be deemed to have agreed to the change. In this case, the change shall be

effective from the date of change agreed upon by the END-USER and B-EN-G.

- (1) Downgrading of plan and reduction in the number of users shall not be allowed during the Service period.
- (2) Any upgrading of plan or increase in the number of users during the subscription period shall be charged on the pro-rata basis of the remaining Service period.

#### Article 3. Appointment of Manager

- 3.1 The END-USER shall assign a manager (hereinafter the "Manager").
- 3.2 The Manager shall manage login IDs and passwords.
- 3.3 The Manager shall inform the END-USER and User Companies of notice from B-EN-G.

#### Article 4. User Companies

- 4.1 The END-USER may receive the Service for oneself or user companies, approved by B-EN-G (hereinafter "User Companies"). In the event the User Companies receive the Services, the END-USER shall be responsible for the User Companies' compliance with all the terms and conditions hereof.
- 4.2 To receive the Services, the END-USER shall report information concerning the END-USER's trade name, including the END-USER's trademark, address, manager of the Services (set forth in Article 3), and User Companies, to B-EN-G directly or through B-EN-G's Partner. In the case any changes of this information occur, the END-USER shall promptly inform B-EN-G of that in the manner designated by B-EN-G.

#### Article 5. Login ID and Password Management

- 5.1 B-EN-G may be ready to start providing the Services for the END-USER or User Companies within after the END-USER's application. B-EN-G, upon being ready as above, will notify the login IDs and passwords to the Manager.
- 5.2 The END-USER and User Companies shall not lend, assign, change the ownership, or place a mortgage on their login IDs and passwords to any third party.
- 5.3 In no event B-EN-G shall be liable for any damages to the END-USERS and the User Companies caused by inadequate way of management, misuse, or third party's use of login IDs or passwords.
- 5.4 The END-USER and User Companies shall immediately report the occurrence of leaking or forgetting or any third party's use of login IDs and/or passwords to B-EN-G when the accidents occur. The END-USER and the User Companies shall follow any instruction of B-EN-G.

#### Article 6. Non-assignment

The END-USER or User Companies shall not, without the prior written consent of B-EN-G, transfer or

assign to any third party all or part of rights and obligations under the Service Agreement, the Terms, or the SLA.

### 3. Fee

#### Article 7. Details of the Services

7.1 Details of the mcfame X Services are set forth separately by B-EN-G in addition to SLA, the Terms and the Service Agreement.

7.2 Contents, period, fee, terms of the payment, and the payment due date of the Services are set forth in the Service Agreement.

7.3 Calendar day, business day, and time set forth in the SLA, the Terms and Conditions and the Service Agreement mean Japan Standard Time.

#### Article 8. Accessible Hours and Support Hours

Accessible Hours and Support Hours of the Services are set forth in the SLA.

#### Article 9. Fees for Services

7.1 The END-USER shall pay the fees for the Services (hereinafter the "Fees") to B-EN-G under the Terms. All wire transfer charges and other financial expenses arising out of or in connection with such payments shall be paid and borne by the END-USER.

7.2 B-EN-G may change the consideration for the Services by gives prior notice to the END-USER.

7.3 Even when B-EN-G pauses the Services under Articles 12-13, the END-USER shall not be exempt from its obligation to pay the amount equal to the Fees for the period of such suspension.

7.4 When the END-USER purchases the Services through the B-EN-G's Partner, Article 9.1 shall not be applied, and Article 9.2 will apply with interpreting "B-EN-G" as the "B-EN-G's Partner".

7.5 B-EN-G shall not be obligated under any circumstances to refund the consideration for the Services paid by the END-USER to B-EN-G, except as otherwise provided in the Terms.

#### Article 10. Taxes and Duties

10.1 Any and all taxes including, but not limited to, withholding tax, Value Added Tax, Goods and Services Tax, Consumption Tax, levied by Japan and/or any other Governmental authority in connection with any fees above shall be paid and borne by END-USER. END-USER shall be responsible for paying tax levied on any fees authority on behalf of B-EN-G. And in case END-USER needs to withhold any taxes in respect of any fees above under the laws and regulations at the time of paying the fees to B-EN-G, END-USER shall pay net amounts of the fees to B-EN-G and pay, after calculating the proper tax, to the relevant authority. Moreover, END-USER

shall send the withholding tax description to B-EN-G within one (1) month from the fees remitting date.

10.2 Any amount less than one (1) yen obtained from calculating taxes and dues shall be rounded off.

10.3 Any and all amounts and payments set forth hereunder shall be net amounts, without any taxes and public dues, shipping costs, insurance, and other expenses, and that shall be borne by the END-USER.

10.4 The provisions under this Article 10 will not apply, in case the END-USER enters into the Service Agreement with B-EN-G's Partner.

#### Article 11. Late Payment Charge

11.1 In the event the END-USER fails to pay the Fees on time, B-EN-G may charge the late payment charge at the rate of fourteen point six percent (14.6%) per annum as late fees for the number of days from the day after the due date until the date the payment is made; the END-USER shall pay the late payments in addition to the Fees.

11.2 Any amount less than one (1) yen obtained from the calculation above shall be rounded off to the nearest yen.

11.3 The provisions under this Article 10 will not apply, in case the END-USER enters into the Service Agreement with B-EN-G's Partner.

## **4. Suspension, Cancellation, and Termination of Provision of the Services**

#### Article 12. Temporary Suspension

12.1 B-EN-G reserves the right to temporarily suspend the provision of the Services.

12.2 The reasons, scope, notice, and period of suspension shall be as described in the SLA.

#### Article 13. Suspension and Response Measures

13.1 In the event that the END-USER or the User Companies commits an act that falls under Article 21, B-EN-G may suspend provision of the Service without prior notice or recommendation, and without any obligation to compensate or compensate the END-USER.

13.2 In case of Article 13.1, B-EN-G may immediately delete all or part of illegal or hazardous information prepared by the END-USER or any User Companies.

#### Article 14. Termination

14.1 The END-USER or B-EN-G may terminate all or part of the Service Agreement, when the other party violates any of the terms and conditions in the Service Agreement, the Terms, or SLA, and not remedy such violation even after reasonable period of time has passed after receiving notice

with a such period; provided that either party may terminate all or part of the Service Agreement without any notice if the violation is made intentionally or with gross negligence.

14.2 The END-USER and B-EN-G may terminate all or part of the Service Agreement without any notice to the other party under any of the following situations:

- (1) Violation of the prohibitions set forth in Article 21 Prohibitions;
- (2) Deemed to be not in business because of no actual employees or offices;
- (3) Cancellation or suspension of business by regulatory authorities
- (4) Having become subject to dispositions, including any seizure, provisional seizure, or provisional disposition;
- (5) Having passed bill or check of dishonor;
- (6) Being filed for commencement of bankruptcy, corporate rehabilitation, or civil rehabilitation procedures;
- (7) Becoming subject to business dissolution or discontinuation;
- (8) The END-USER or any of its representatives, managers, or those practically in management position or subcontractors are found to be antisocial forces (including but not limited to organized crime groups or members thereof or corporate extortionists);
- (9) Conducting violent, threatening, slandering, or denigrating activities against B-EN-G or conducting activities interfering with its business.

14.3 In the event B-EN-G terminates all or part of the Service Agreement for reasons attributable to the END-USER, the END-USER shall make payment of the Fees for standard services and additional services corresponding to the period from the time B-EN-G expressed its intention to terminate the Agreement to the expiration day of the Service Agreement.

14.4 In the event either party terminates the Service Agreement under this article, the other party unconditionally loses the benefit of term in relation to the entire unpaid principal amount of the Fees and shall pay immediately all its debts to the terminating party.

14.5 If the END-USER purchases the Services through B-EN-G's Partner, Article 14 shall apply with interpreting "B-EN-G" as "the B-EN-G's Partner".

#### Article 15. Cancellation of Agreement

15.1 B-EN-G may terminate the contract of use, in whole or in part, at any time in the future. In this case, B-EN-G shall refund to the END-USER the portion of the fees already received from the END-USER that corresponds to the period from the day following the date of cancellation until the expiration date of the Subscription Agreement.

15.2 The END-USER may terminate all or part of the Subscriber Agreement at any time in the future. In such case, the END-USER shall pay to B-EN-G the fees corresponding to the period from the day following the date of cancellation to the date of expiration of the term of the Usage Contract. If the

END-USER has already paid such fees to B-EN-G, B-EN-G shall not refund such fees.

15.3 If B-EN-G or the END-USER wishes to terminate the Service Agreement in accordance with this Article 15, the terminating party shall notify the termination at least one month prior to the date of termination.

15.4 In the case of Article 15.1, B-EN-G shall not assume any liability to the Customer except for the obligations set forth in Article 15.1.

## 5. Information

### Article 16. Use of Information

16.1 B-EN-G may analyze the data and all other information obtained through the use of the Service from the perspective of affiliation, industry, size, and other factors to create anonymized processed data and statistical data in a format that cannot identify individual corporations, organizations, or individuals (hereinafter the "statistical data"). B-EN-G may then use this the statistical data may then be used to improve and enhance the Service, develop services, conduct research, market analysis, and marketing. However, B-EN-G shall comply with clause 4 regarding personal information among the information obtained by B-EN-G.

16.2 B-EN-G may acquire and analyze (hereinafter referred to as "data collection") information about the END-USERS (network information such as IP addresses, access history, etc.) for the purpose of understanding the use of the Service, managing or improving the operation of the Service. In addition, the END-USER and the User Companies shall obtain consent from users of the Service (including employees of the END-USER and the User Companies) to such Data Collection prior to the use of the Service.

16.3 B-EN-G may disclose statistical data to third parties. In this case, B-EN-G shall only disclose statistical data, etc. that cannot be used to identify specific corporations, organizations, or individuals, and shall not disclose any information that can be used to identify the END-USER.

16.4 B-EN-G shall manage the personal information of the END-USERS (excluding personal numbers.) obtained through the use of the Services in accordance with the Personal Information Protection Policy(<https://www.b-en-g.co.jp/p-policy.html>) separately stipulated by B-EN-G. The END-USER agree that B-EN-G shall handle the END-USERS personal information contained in the END-USERS Data, etc. in accordance with the Personal Information Protection Policy.

### Article 17. Provision of Information

17.1 B-EN-G may request the lending or disclosure of specifications, drawings, materials, and other documents and information owned by the END-USER or the User Companies to the END-USER or the User Companies if such information is necessary for the provision of this service, and the

END-USER or the User Companies shall respond to such requests free of charge.

17.2 B-EN-G shall not be obligated to confirm the accuracy and usefulness of the materials and information (hereinafter referred to as "Disclosed Information, etc.") loaned or disclosed by the END-USER or the User Companies.

17.3 In lending or disclosing Disclosed Information, etc. to B-EN-G, the END-USER or the User Companies guarantees that it has the legitimate authority to permit B-EN-G to use such Disclosed Information, etc. within the scope of the purpose of providing this Service.

#### Article 18. Information Management

B-EN-G shall manage and store Disclosed Information with duty of care of a good manager.

#### Article 19. Confidentiality

19.1 Confidential Information shall be defined as information, knowledge, experience, or any other similar information that is disclosed to each other by the END-USER and B-EN-G after clearly indicating in writing that such information is confidential.

19.2 If Confidential Information is disclosed orally or in any other intangible form, the person disclosing the Confidential Information (the "Discloser") shall clearly indicate to the recipient of the Confidential Information (the "Recipient") that the information is confidential at the time of disclosure, and the Discloser shall provide a written summary of the Confidential Information disclosed to the Recipient within 14 days after disclosure.

19.3 Notwithstanding the provisions under Article 19.1 to 19.2, the END-USER and B-EN-G acknowledge that the following information is excluded from in the Confidential Information;

- (1) Information that is within the public domain at the time of disclosure or in the possession of the recipient of the confidential information;
- (2) Information that became part of the public domain after the time of disclosure through no fault of the recipient;
- (3) Information that has been obtained legitimately from an authorized third party;
- (4) Information disclosed to a third party without putting any secrecy obligation.
- (5) Information that has been developed independently without using confidential information;
- (6) Information that is required to disclose to a third party by court judgment, decision or order, or legal process.

19.4 The END-USER and B-EN-G may use Confidential Information for the sole disclosed purpose.

19.5 The Recipient shall not disclose Confidential Information to any individual, corporation or other third party other than the Recipient's officers and employees related to the purpose for which the information was disclosed without the prior written consent of the Discloser. However, the customer and B-EN-G shall agree as follows



- (1) The END-USER and B-EN-G agree that this Article shall apply even in the case of information disclosed by the User Companies and B-EN-G directly to the other party.
  - (2) The END-USER agrees that the User Companies and B-EN-G may disclose the confidential information of the END-USER or the User Companies directly to the other party.
  - (3) The END-USER shall cause the User Companies to comply with the responsibilities of this Article with respect to the handling of Confidential Information by the User Companies.
  - (4) B-EN-G may disclose Confidential Information only to Partners. In this case, B-EN-G shall impose on the Partner a duty of confidentiality equivalent to that in the Terms of Use and shall be liable for the conduct of the Partner.
- 19.6 The END-USER and B-EN-G acknowledge that disclosure of the Confidential Information shall not be interpreted as granting the recipient any right to use or license of patent right, trademark right, or any other intellectual property rights which are possessed or managed now or in the future.
- 19.7 Obligations under this article shall remain in force for a period of one (1) year after expiration date of the Service Agreement.
- 19.8 The END-USER and B-EN-G shall return to the other party or destroy storage media containing Confidential Information or reproduction thereof upon expiration date of the Service Agreement, at the request of the other party, or upon fulfillment of the purpose of the disclosure of such confidential information. However, B-EN-G may use the Confidential Information in accordance with Article 16 even after the termination of the Service Agreement.
- 19.9 In the event that a request for disclosure or submission of documents containing the other party's confidential information is made pursuant to laws and regulations, the END-USER and B-EN-G shall provide the other party with procedural guarantees for disclosure or submission, such as an opportunity to express opinions or submit a written opinion, in accordance with the intent of the laws and regulations.

## **6. Intellectual property right**

### Article 20. Intellectual property right

- 20.1 You shall acknowledge that B-EN-G shall own and retain all title and all rights to the logos, trademarks, and service marks on the Licensed Materials (collectively "B-EN-G's marks"). You shall not conduct any act that may infringe the title and rights of B-EN-G's marks and shall not file or attempt to register any of B-EN-G's marks or any mark confusingly similar thereto.
- 20.2 You shall acknowledge that B-EN-G shall retain all copyrights, patents, trade secrets, and other intellectual property rights to the Licensed Materials.
- 20.3 You may provide B-EN-G with comments and feedback about the structure, improvement and add-ons related to the Licensed Materials ("Feedback").

- 20.4 B-EN-G, at its sole discretion and at any time or any manner it may choose, shall be entitled to use, disclose, expose, sell, sublicense and take any other actions in connection with such Feedback without your consent.
- 20.5 All intellectual property rights related to information, etc. provided by B-EN-G in the Service shall belong to B-EN-G.
- 20.6 Neither the END-USER nor the User Companies may translate, edit, or modify the information provided by B-EN-G, or allow a third party to use or publish it, without the permission of B-EN-G, and may not, for any reason, perform any act that may infringe the intellectual property rights of B-EN-G or any party that has granted a license to B-EN-G (including, but not limited to, copying, modifying, translating, creating derivative works of, or creating or disclosing to a third party any information provided by B-EN-G).
- 20.7 Trademarks, logos, service marks, etc. (hereinafter collectively referred to as "Trademarks, etc.") may appear on the Service. However, B-EN-G shall not transfer or license the use of such Trademarks, etc. to the END-USER, the User Companies, or any other third party.
- 20.8 The END-USER and the User Companies represent and warrant to B-EN-G that they have the lawful right to transmit the Data, etc. and that the Data, etc. and its transmission do not infringe upon the rights of any third party.

## 7. Prohibited Items

### Article 21. Prohibited Items

Without prior written consent of B-EN-G, the END-USER and the User Companies shall not:

- (1) Violation of any provision of the Service Agreement, Terms, or SLA
- (2) Infringing or threatening to infringe intellectual property rights such as copyrights and trademarks of the Service
- (3) Decompile, disassemble, or disassemble the Service
- (4) Criminal acts or attempts to commit criminal acts
- (5) Any act that offends or may offend public order and morals, or any act to provide information to others that offends public order and morals
- (6) Falsifying or deleting information related to the Service
- (7) Act to receive this Service by impersonating a third party
- (8) Transmitting or posting harmful computer programs such as computer viruses
- (9) Violates any laws or regulations
- (10) Acts that significantly interfere with B-EN-G's operations for reasons attributable to the Customer or the Companies using the Service
- (11) Publication of the results of benchmark tests related to the performance of the Service

- (12) The act of deleting any copyright, patent, trade secret, or other proprietary rights protection rights wording or indications displayed on the Services
- (13) The act of having a director, employee, representative, agent, or third party of the END-USER or the User Companies any of the above acts.

#### Article 22. Audit

- 22.1 B-EN-G may audit the status of the Services used by the END-USER and User Companies to check their compliance with the Service Agreement, the Service Terms, and the SLA.
- 22.2 B-EN-G shall conduct such audits at its expense during the normal business hours of the END-USER and User Companies in their presence in compliance with regulations and instructions for their safety and information management. In this case, the END-USER and User Companies agree to provide necessary information for audits (including but not limited to related records, contract documents, computers, login IDs, passwords, and user management status), implement the necessary measures for B-EN-G to conduct audits, and cooperate with B-EN-G in such audits.
- 22.3 The END-USER shall pay expenses for any of the audits if the audit reveals any noncompliance of the END-USER or any User Companies with the Service Agreement, the Service Terms, or the SLA.

## 8. Liability

#### Article 23.

- 23.1 The END-USER suffers damages for reasons attributable to B-EN-G, the END-USER may demand compensation from B-EN-G for damages to the extent of ordinary and direct damages actually suffered by the Customer, regardless of default, unjust enrichment, tort, or any other cause of claim. However, the amount of damages shall be limited to the amount equivalent to the fees actually received by B-EN-G from the END-USER for the specific function of the Service that is the direct cause of such damages for the past one (1) year from the time of the occurrence of such damages. If the END-USER proves that more than one of the specific functions of the Service directly caused the Damage, the amount of the Damage shall be limited to the amount equivalent to the fees actually received by B-EN-G from the END-USER for each such function during the past one (1) year from the time the Damage occurred.
- 23.2 Notwithstanding 23.1, in the event any damage occurs to the END-USER or User Companies due to whole failure to deliver the Services (not including partial access or suspended access to the Services under the provision in Articles 12 or 13; hereinafter "Inaccessibility") attributable to B-EN-G under the circumstances the annual operating rate of the Services falls below the rate specified in SLA, B-EN-G shall compensate for general, direct, and actual damages incurred by the END-USER or the User Companies. The amount of the damage shall not exceed the amount

(rounding off any amount less than one (1) yen) calculated by multiplying one-three hundred and sixty five (1/365) of the Annual fees by the number of days and/or hours of the Inaccessibility (based on twenty-four (24) hours in one (1) day, discarding any fractions) counting from the time (during the Support Hours only) when B-EN-G certifies the END-USER or the User Companies is affected by the Inaccessibility to the time B-EN-G informs the END-USER of recovery from the Inaccessibility. For the purpose of calculating the maximum damage, hours of the Inaccessibility shall not be cumulative time.

23.3 The END-USER and User Companies shall bear collective responsibility to compensate when they cause damages to B-EN-G because of the violation of the Service Agreement, the Service Terms, or the SLA.

23.4 If the END-USER purchases the Services through a B-EN-G partner, the "amount equivalent to the consideration actually received by B-EN-G from the Customer" in Paragraph 1 shall be read as "the amount equivalent to the consideration actually received by B-EN-G from the B-EN-G partner for the provision of the Services to the Customer" and the "1/365th of the annual usage fee" in Paragraph 2 shall be read as "1/365th of the annual usage fee agreed by B-EN-G with the B-EN-G partner for the provision of the Services to the Customer. The "1/365th of the Annual Usage Fee" in Paragraph 2 shall be read as "1/365th of the Annual Usage Fee agreed upon by B-EN-G with B-EN-G's Partner for the provision of the Services to the Customer".

23.5 B-EN-G shall not be liable for any damages not specified in this Article.

#### Article 24. Disclaimer

24.1 This Service shall be a quasi-contract (performance ratio type). B-EN-G's liability with respect to the Services shall be limited to the SLAs, the Terms, and the Service Agreement expressly set forth in the Service Agreement, in addition to using its best efforts to provide the Services for the benefit of the END-USER and the User Companies. B-EN-G shall not be liable for any loss or damage arising out of the use of the Service, including, but not limited to, the fact that the Service meets all requirements of the END-USER and the User Companies, is uninterrupted or error-free, is suitable for the specific purposes of the END-USER and the User Companies, or has the functions, availability, quality, level, or value expected by the END-USER and the User Companies, or conforms to the laws and regulations applicable to the END-USER and the User Companies. The Companies does not warrant that the information will conform to applicable laws and regulations, that security defects will not exist, or that the information is true, accurate, complete, or up-to-date. B-EN-G shall not be liable for any damages incurred by you or your Companies in relation to the above.

24.2 B-EN-G shall not be liable for any damages resulting from damage or loss of data, etc. of the END-USER or the User Companies because of a breach of these Terms by the END-USER or the

User Companies, mishandling or misuse by the END-USER or the User Companies, or for any other damages resulting from reasons attributable to the END-USER or the User Companies.

24.3 The END-USER and the User Companies shall handle any and all transactions, debt collection, disputes, and problems with third parties that arise from the use of the service at their own responsibility and expense, and B-EN-G shall assume no responsibility for any such problems.

24.4 B-EN-G shall not be liable for any lost profits or other damages incurred by the END-USER or the User Companies because of the suspension or discontinuation of the provision of the Service, the limitation of its functions, or the deletion of data or other information of the END-USER or the User Companies.

24.5 B-EN-G shall not be liable for any damages incurred by customers or user companies due to the services of external businesses, equipment, OS, software, systems, etc. developed by third parties other than B-EN-G.

24.6 B-EN-G shall not be liable for any damage caused by earthquakes, typhoons, tsunamis, storms, floods, epidemics, infectious diseases and other acts of God, war, riots, civil commotions, terrorism, enactment, amendment or abolition of laws, orders or disposition by public authorities, fire not attributable to B-EN-G or the Customer, malfunction of telecommunication services provided by Type 1 telecommunication carriers, and other B-EN-G shall not be liable for any suspension or discontinuance of the Service due to force majeure.

## 9. Other

### Article 25. Exclusion of Antisocial Forces

The END-USER, the User Companies and B-EN-G represent and warrant the following

- (1) The END-USER, the User Companies, and B-EN-G's representatives, officers, employees, and shareholders who are substantially involved in the management of the Companies (collectively, the "Related Parties") do not fall under the category of antisocial forces (including but not limited to organized crime groups, members of organized crime groups, quasi-members, persons related to organized crime groups, and general assemblymen).
- (2) That the END-USER, the User Companies, B-EN-G's affiliates, or third parties will not use threatening language or violence in connection with transactions, use deception or force to damage confidence or obstruct business, or engage in any other similar conduct.

### Article 26. Subcontracting

B-EN-G may, to the extent necessary to provide the Services, subcontract all or part of operations for providing the Services to the third party. In this case, B-EN-G may disclose the confidential information about the END-USER and User Companies to the subcontractor and allow its access thereto, limited to

the personnel who needs such information for the sole purpose of delivering the Services, on condition that B-EN-G has the User Companies compliance with the obligations under the Service Agreement, the Terms, or the SLA and assumes its responsibility to the END-USER.

Article27. Conditions for Export

The END-USER or any User Companies shall obtain prior written consent from B-EN-G in case they directly or indirectly export any Service-related information, whether exporting it by itself or in combination with other products or as a part thereof, which could have been known by receiving of the Services.

Article28. Severability

Even if any part of the provisions in the Service Agreement, the Service Terms, or the SLA is rendered or declared invalid, the remaining provisions will remain in full force and effect.

Article 29. Governing Law

29.1 The Service Agreement, the Service Terms, and the SLA shall be governed, construed, and executed under the laws of Japan.

29.2 The Service Agreement, the Service Terms and the SLA are set forth in Japanese. Any translations of the Service Agreement, the Service Terms, the SLA, or other related documents (including but not limited to order forms for additional services) into other languages are only for END-USER's reference. In case there are any discrepancies between the Japanese version and other versions, the Japanese version shall prevail and supersede. The only Japanese version shall be legally enforceable.

Article 30. Settlement through Consultation

Any question concerning interpretation of the Services Agreement, Service Terms, and SLA or any matter not stipulated therein shall be settled in good faith through consultation between the END-USER and B-EN-G.

Article 31. Jurisdiction

The Tokyo District Court shall have exclusive jurisdiction in the first instance of any conflict lawsuit arising over the Service Agreement, the Service Terms, or the SLA.

Effective Date: April 01, 2024