

This document is translated into other languages as supplementary materials to the Japanese version.

In case of any discrepancies between the Japanese version and other versions, the Japanese version shall prevail and supersede.

mcframe X

Service Level Agreement(SLA)

1 Introduction.

1.1 About this document

1. The mcframe X Terms and Conditions ("Terms") and the mcframe X Service Level Agreement ("SLA") provided by Business Engineering Corporation ("B-EN-G") set forth the content and level of mcframe X ("Service") provided by B-EN-G. The SLA shall apply to all End Users (hereinafter referred to as "End Users") who have entered into a Service Agreement for the Services (hereinafter referred to as "Service Agreement") directly with B-EN-G or through a B-EN-G's Partner.
2. The Terms and SLAs will be uploaded to a site designated by B-EN-G.
<https://mcx.mcframe.com/agreement/>
3. The Terms and the SLA are an integral part of the Service Agreement. In the event of any inconsistency or conflict between the provisions of the Terms, the SLA, and the Service Agreement, each provision shall take precedence over the other in the following order: (1) SLA, (2) Terms, and (3) Service Agreement.
4. The End User agree that the Terms and the SLA may be revised from time to time at B-EN-G's sole discretion. In the event that the Terms or SLAs are revised, the revised Terms and SLAs shall apply universally to you.

1.2 Scope (of a document)

1. The scope of the SLA shall be the standard features of the production environment of the Service.
2. The Service shall not include customized functions of the production environment of the Service, verification environment, development environment, support site, third party cloud services on which the Service operates, and networks and equipment necessary for the End User to access the Service.

1.3 Third Party Cloud Services

1. B-EN-G shall use the following third-party cloud services to provide the Service.
 - (1) Amazon Web Services Japan, LLC ("AWS Japan") Amazon Web Services provided by Amazon Web Services Japan, LLC.
 - (2) Zendesk Corporation ("Zendesk") Zendesk provided by Zendesk
2. In addition to the provisions of the Service Agreement, the following provisions posted by AWS Japan shall apply. Such provisions may be changed by AWS Japan from time to time.
<https://aws.amazon.com/jp/legal/>
In the event of any inconsistency or conflict between such provisions and the Service Agreement, the provisions of the Service Agreement shall prevail.
3. In addition to the provisions of the Service Agreement, the following provisions posted by Zendesk shall apply. Such terms and conditions may be changed by Zendesk from time to time.
<https://www.zendesk.co.jp/company/agreements-and-terms/terms-of-use/>

In the event of any inconsistency or conflict between such provisions and the Service Agreement, the provisions of the Service Agreement shall prevail.

4. In addition to the provisions of the Service Agreement, the following provisions posted by Microsoft shall apply. Such terms and conditions may be changed by Microsoft from time to time.

<https://azure.microsoft.com/ja-jp/support/legal/>

In the event of any inconsistency or conflict between such provisions and the Service Agreement, the provisions of the Service Agreement shall prevail.

2 Support Desk

2.1 Support Desk Offering Methods and Hours of Operation

1. The support desk for the Service shall be provided through a support site (Zendesk) determined by B-EN-G. The support desk shall be open from 9:00 a.m. to 5:00 p.m. (Japan time) on weekdays, excluding Saturdays, holidays, year-end and New Year holidays (December 29 through January 3), and other holidays determined by B-EN-G.
2. The support desk is available 24 hours a day, 7 days a week, 365 days a year. However, this shall not apply when Zendesk, the infrastructure of the support site, is down.
3. If the Support Site is down during Support Desk business hours, the Administrative Manager, as defined in the Terms, shall be notified to the End User by e-mail or through a function within the Service.
4. In relation to the support desk performed by B-EN-G, the End Users shall appoint two (2) persons who have the necessary and sufficient knowledge of the specifications and the performance of the support desk as liaisons for communication between the End Users and B-EN-G under the SLA.
5. Inquiries from End Users who have entered into a usage agreement through a partner shall be handled through the partner.

2.2 Support Contents

1. B-EN-G provides any necessary solutions and countermeasures against the Error(s) of the Services reported from a person(s) designated by the End User.
2. B-EN-G's liability with respect to the support desk shall be limited to the SLAs and the Terms, expressly set forth in the Service Agreement, in addition to using its best efforts to provide the Services for the benefit of the End Users.
3. In relation to B-EN-G providing the support desk, the End User shall be obligated to cooperate with the following:
 - (1) The End User agrees that B-EN-G may inquire with appropriate persons designated by the End User in relation to any and all problems of the Service reported by the End User.

The End User also agrees that the End User shall execute any and all releases and

error-fixing measures provided by B-EN-G.

- (2) If the End User desires the Error(s) to be fixed, the End User shall provide B-EN-G with any and all necessary information enough to identify the Error(s).
4. B-EN-G shall not respond to the inquiries below: However, to resolve the End User's inquiry, B-EN-G may present consulting services provided by the partners and B-EN-G for a separate fee.
 - (1) Inquiries caused by Error(s) that occurred in an environment other than the "Operating environment" specified by the Service
 - (2) Inquiries caused by Error(s) that occurred as a result of customized program
 - (3) Inquiries caused by actions of the End User that breach the SLAs and the Terms
 - (4) Inquiries that B-EN-G deems unable to respond due to reasonable reasons

3 Service Availability

3.1 Accessible hours , pauses, availability

1. The hours during which End Users may access the Service ("Accessible Hours") shall be 24 hours a day, 365 days a year. The Service may be accessed by End Users 24 hours a day, 365 days a year. However, the End User may access the Service only during the hours specified below,3.2 Planned outages of the Service,3.3 Temporary outage of3.4 , the time of outage due to natural disasters, etc. (hereinafter collectively referred to as "Temporary Outage"). (hereinafter collectively referred to as "Temporary Suspension") shall be excluded.
2. B-EN-G shall use commercially reasonable efforts to ensure that the monthly availability of access to the Service (the "Availability") B-EN-G shall use commercially reasonable efforts to ensure that the monthly availability of the Service (the "Availability") is at least 99.0%.
3. The availability of the Service shall be calculated as "(Accessible time - "the time the Service was unavailable due to reasons attributable to B-EN-G") / Accessible time". In addition, "the time that the Service was unavailable due to reasons attributable to B-EN-G's responsibility",3.2 planned suspension of the Service,3.3 Temporary outage in 3.4, and the time when all functions of the Service are unavailable, which does not fall under the category of outages due to natural disasters, etc. in Section 3.4. In addition, after the End User notifies B-EN-G of the unavailability of the Service, B-EN-G shall confirm that the unavailability is due to reasons attributable to B-EN-G, and B-EN-G shall notify the End User of such confirmation, or the time when B-EN-G notifies the End User of such confirmation, or the time when B-EN-G notifies the End User of such confirmation.4.3, or the time when B-EN-G detects the use of the Service and notifies the End User of such detection, shall be the starting point of "the time when the Service is unavailable due to reasons attributable to B-EN-G".
4. The inactivity rate for this service shall be "100% - utilization rate".

3.2 Planned outages of the Service

1. When B-EN-G deems it necessary to suspend the Service for reasons such as routine

maintenance work, B-EN-G may suspend all or part of the provision of the Service with prior notice to the End User (hereinafter referred to as "Planned Suspension"). The End User shall be responsible for the following.

2. B-EN-G will notify the End User at least two weeks prior to the date of planned suspension by e-mail to the person responsible for management as specified in the Terms or by a function within the Service (hereinafter referred to as "Notice of Planned Suspension"). B-EN-G shall notify the End User by e-mail or through a function within the Service at least two weeks prior to the planned suspension date.

3.3 Temporary outage

1. B-EN-G may suspend all or part of the provision of the Service without notice to the End User of the planned suspension, if B-EN-G deems it necessary to suspend the Service for urgent and unavoidable reasons.
2. B-EN-G will promptly notify the End User of the expected duration of the suspension of the Service by e-mail to the administrator specified in the Terms or by a function within the Service.

3.4 Suspension due to natural disasters, etc.

1. B-EN-G may suspend the provision of the Service, in whole or in part, due to earthquakes, typhoons, tsunamis, storms, floods, epidemics, infectious diseases and other acts of God, wars, riots, civil disturbances, terrorism, enactment, amendment or abolition of laws and regulations, orders or dispositions by public authorities, fires beyond the control of B-EN-G or the End User, malfunctions in telecommunications services provided by Type 1 telecommunications carriers, and other force majeure events. B-EN-G reserves the right to suspend all or part of the provision of the Service without giving notice to the End User of the planned suspension.
2. B-EN-G will promptly notify the End User of the expected duration of the suspension of the Service by e-mail to the administrator specified in the Terms or by a function within the Service.
3. In the event of an emergency situation, such as the data center of this service being involved in some kind of disaster, B-EN-G will use commercially reasonable efforts to restore this service, such as temporarily shifting the data center to another region for alternative operations based on the development source of this service and operational data. In the event of an emergency situation, the Company shall make commercially reasonable efforts to restore the Service by temporarily shifting the data center to another region based on the development source and operational data of the Service.

4 Service Reliability (recovery and monitoring)

4.1 Target recovery time (RTO)

1. B-EN-G shall use commercially reasonable efforts to ensure that the Service is restored within eight (8) hours from the time of failure of the Service and completion of problem isolation.
2. The restoration time for this service shall not be limited to the case where the restoration of AWS is a prerequisite for the restoration work of this service.

4.2 Target Restoration Point (RPO)

1. The database will be restored within 24 hours.
2. B-EN-G does not guarantee or assume any responsibility for any data lost as a result of the restoration work.

4.3 Service Monitoring Contents

1. B-EN-G shall perform dead/active monitoring of the Service and resource monitoring during the Service's access hours.
2. Confirmation of monitoring results shall be performed during the business hours of the Support Desk in Section 2.1.

4.4 Contents of Notification/Report

1. If B-EN-G detects a system failure, B-EN-G shall notify the End User via e-mail to the End User's administrator or within the Service.
2. After B-EN-G detects a failure, B-EN-G will notify you within one hour after the failure is detected during the support desk's business hours. If the failure is detected outside of the support desk's business hours, the notification will be made within one hour after the opening of the support desk's business hours on the following day.
3. B-EN-G will report to the End User once a month on the operation status of the Service and the details of any failures during the term of the Service Agreement.
 - (1) Availability: Availability against the reporting month, standard service outage time, and recovery time
 - (2) Failure details: Failure details that occurred for the reporting month

4.5 Audit Log

1. The Service can record the End User's information system audit login history, operation history, and data update history (collectively, the "Audit Log").
 - (1) Login history: History of logged-in user IDs and logged-in times
 - (2) Operation history: Screen open, close, and button press history for each user ID
 - (3) Data update history: history of data creation, modification, and deletion for each user ID
2. The retention period for Audit Log shall be one month.

5 Service Security

5.1 Restrictions on Information Access

B-EN-G personnel with access to End User data shall be limited to those workers who have gone through B-EN-G's internal procedures in advance and are listed in the access control ledger.

5.2 encryption

SSL/TSL shall be used for communications when B-EN-G provides this service to End Users. In addition, the database shall be encrypted.

5.3 Anti-virus (e.g. software)

1. When an End User uploads a file to the Service, the End User shall make sure that the file is not infected with a virus before uploading it.
2. The system comprising this service is running antivirus software, which checks for viruses as needed. The antivirus software may delete files uploaded by the End User. B-EN-G does not guarantee or assume any responsibility for deleted files.

5.4 Applying security patches

1. In the event that a security patch or functional improvement patch is released by a third-party vendor for the software comprising this service, B-EN-G will check the criticality and impact of the patch. If it is deemed appropriate to apply such patches, B-EN-G shall apply such patches.
2. The timing of the application of patches by B-EN-G shall be determined by B-EN-G, taking into consideration the type and importance of the patch.
3. B-EN-G does not guarantee the completeness of the patch or the validity of the results of its application. B-EN-G shall be liable to you for all defects, failures, etc. resulting from the application of a patch to the extent that the third-party vendor that developed the patch is liable to B-EN-G in accordance with the agreement between B-EN-G and the third-party vendor that developed the patch.

5.5 Conduct third-party assessments of security

1. B-EN-G will conduct an AWS fundamental technical review of the Service once every two years to reduce risks related to security as well as reliability and operation.
2. B-EN-G will conduct an external security audit of the Service twice a year. If vulnerabilities are detected, B-EN-G will take necessary actions considering the type and severity.
3. B-EN-G will conduct an internal security audit of the Service once a month. If vulnerabilities are detected, B-EN-G will take necessary measures considering the type and severity of the vulnerability.

6 Service Performance

6.1 Number of data processed

The number of data items that an End User can process in each function may be limited due to specification constraints or usage conditions of the components of this service.

6.2 Response Time

Since this service is provided on a best-effort basis, B-EN-G does not guarantee that the data you attempt to process in each function will be processed in the time frame you expect.

7 Service Scalability

7.1 Customizability

End Users may use the development environment provided by B-EN-G for customization. Customization may be performed within the scope specified in the User Agreement. B-EN-G makes

no warranty and assumes no responsibility for any problems that may occur as a result of the customized program.

7.2 External Connectivity

Connection to the End User's existing system or other external system such as SaaS that the End User separately introduces from a third party can be made using the file or API. However, such connection shall be made at the End User's own cost and responsibility, and B-EN-G shall not be liable for any failure caused by such connection. However, such connection shall be made at the End User's own expense and responsibility, and B-EN-G shall not be liable for any failure of the Service or other systems caused by such connection.

8 Backup and Restore Services

8.1 Backup Target

B-EN-G shall perform a full backup of the following data once a day

1. Data entered into standard services (data stored in databases)
2. Files stored in external file integration storage
3. Customization resources

8.2 generation of backup data

Backup data storage shall be limited to three full backup generations.

8.3 Data Restore

Restoration of data will be performed at the discretion of B-EN-G. It shall not be handled at the request of the End User.

9 Updating Policy

9.1 Definition of versions of this service

The version of the Service shall be defined as a three-tiered system of "major version", "minor version", and "patch version".

9.2 Major version updates

This service shall be updated with a major version once a year (scheduled in April).

9.3 Minor version, patch version update

The Service shall be updated with minor versions for defect, functional and performance improvements and patch versions for urgent defect responses before the next major version.

9.4 Subject of update

Updates to the Service shall always be made to the most recent version of the Service.

9.5 Timing of update application

The application of updates to the End User's environment shall be performed by the End User at any given time.

9.6 Implementer of the update application

Application of updates to the End User's environment shall be performed by the End User himself/herself or by the primary support contact.

10 Support Policy

10.1 Support period for this service

The support period for this service shall be two (2) years starting from the release date of the major version.

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