

HULFT Square Services

Terms of Use

These HULFT Square Services Terms of Use (these “**Terms of Use**”) set forth the access to and use of Data Integration Platform Services “HULFT Square” (the “**Services**”) provided by HULFT, Inc. (the “**Company**”). The use of the Services shall be on the condition that the customer who uses the Services (the “**Customer**”) complies with the contents of these Terms of Use. If the Customer uses the Services, the Customer is deemed to have fully understood and agreed to the contents of these Terms of Use and the HULFT Square Service Specifications (the “**Service Specifications**”) prepared by the Company.

Article 1. Conditions for Provision of Services

1. The Use Agreement for the Services (the “**Agreement**”), entered into between the Company and the Customer, shall be composed of these Terms of Use, the Exhibits referred to by these Terms of Use, and the quote & purchase order (if the Customer purchases the Services from the Company’s agency (hereinafter referred to as the "Agent"), hereinafter the same shall apply, including the purchase order sent and received through the Agent) referring to these Terms of Use. The Agreement shall take effect when the Company accepts the use application for the Services by the Customer in a purchase order. The “**Effective Date**” of the Agreement shall be the earlier of the following:
 - (1) The day when the Customer firstly accesses the Services through online configuration, registration, or order procedures; or
 - (2) The effective date of the first purchase order which refers to these Terms of Use.
2. In applying to use the Services, the Customer shall represent and warrant the following:
 - (1) All the information provided to the Company for the purpose of using the Services is accurate and reflects the current status;
 - (2) The Customer has the rights, powers, and authorizations required to enter into the

Agreement and to fulfil the obligations set forth in these Terms of Use;

- (3) The Customer has fully understood and agreed to the contents of these Terms of Use and the Service Specifications;
 - (4) The Customer uses the Services as its own company's business.
3. If any of the following occurs to the Customer, the Company may deny the application for use of the Services by the Customer:
- (1) If there are any false statements, errors, omissions, etc., in all or part of the information provided to the Company for the purpose of using the Services;
 - (2) If the Customer is likely to breach any of these Terms of Use;
 - (3) If the Customer has had its registration for the use of the Services cancelled in the past;
 - (4) If the Company determines that the Customer has an intention to use the Services for the purpose of conducting research on competitors;
 - (5) If the Customer or its officers (meaning directors, corporate auditors, executives, executive officers, etc.; the same shall apply hereinafter), or the Customer's shareholders, etc., who substantially own or control the Customer fall under any of the items of Article 18.1 or Article 18.2;
 - (6) If the manner designated by the Customer as the payment method is not validly authenticated; or
 - (7) Other than the foregoing, if the Company otherwise deems the registration for use as inappropriate.
4. The Customer may access and use the Services in accordance with the Agreement. For the Services, the Service Specifications as defined in the following website URL shall apply, and the contents of the Services shall be as stated in the "Service Specifications." The Customer shall comply with the conditions of the Agreement and all the laws, regulations, ordinances,

etc., applicable to use of the Services.

<https://hulftinc.com/policies/#square-services-specs>

5. On the condition that the Customer shall cause the Customer's subcontractors (the "**Subcontractors**") to assume obligations as least equivalent to those under the Agreement and shall be entirely responsible for any acts of the Subcontractors, the Customer may allow the Subcontractors to use the Services.
6. If the Company issues instructions necessary for smooth provision of the Services, the Customer shall comply with such instructions.
7. The Customer shall use the Services at its own responsibility, and shall be entirely responsible for the Customer's acts (including any acts of the Customer, the Customer's employees, Subcontractors, agencies/representatives, etc.) engaged in by using the Services and the results thereof, and shall not cause any disadvantages, burdens or damage to the Company.
8. If any of the following occurs to the Customer, the Company may suspend providing all or part of the Services, or limit the use of the Services:
 - (1) If the Customer fails to fulfill its obligations under the Agreement;
 - (2) If the Customer breaches any provision of the Agreement or if there are reasonable grounds to find that the Customer has breached any provision of the Agreement; or
 - (3) Other than the foregoing, if there are reasonable grounds for the Company to determine the continued provision of the Services to the Customer as inappropriate with regard to the smooth provision of the Services.
9. If the Company determines it as being necessary for repair, inspection, or maintenance as set forth in the Service Specifications, etc., the Company shall notify the Customer of the outline and suspension hours in advance and may suspend the Services or limit the use of the

Services; provided, however, that, in the case of an emergency, it is sufficient for the Company to notify the foregoing subsequently within a reasonable number of hours.

10. If any of the following occurs to the Customer, the Company may suspend all or part of the Services without giving the Customer any advance notice:

- (1) the Customer delays in paying the usage fees for the Services;
- (2) the system is overloaded;
- (3) it becomes necessary to assure the Customer's security, including any occurrence of unauthorized access, cyber-attack, etc.;
- (4) computers, communication lines, etc. are disrupted due to accidents or other causes;
- (5) it becomes impossible to operate the Services due to fire, power outage, natural disaster, material revision or abolishment of laws or regulations, or other force majeure events;
- (6) with regard to the services, etc., provided on the cloud by an external business provider which are connected to the Services (the "**External Connection Services**"), 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;
- (7) the Customer is in breach of Article 1.13; or
- (8) other than the foregoing, the Company reasonably determines that it is necessary to suspend the Services.

11. The Company may suspend, limit the use of, change, or terminate the Services due to any Company reasons by notifying the Customer of such in advance. If the Company terminates the Services, unless the agreement between the Company and a cloud business operator, etc., necessary for the provision of the Services is terminated, or there are any other

unavoidable reasons such as natural disasters, revision or abolishment of material laws, regulations, etc., the Company shall notify the Customer of such no later than six (6) months before the termination.

12. The Company shall in no way be liable for any direct or indirect results (including, without limitation, any damage caused to the Customer) due to the measures taken by the Company in accordance with any of the four (4) preceding paragraphs.

13. In using the Services, the Customer shall not engage in any acts set forth in any of the following items (including any acts which induce the relevant acts and any preparatory acts); if the Customer breaches any of these, the Company may prohibit such act, and may demand compensation from the Customer for the damage incurred by the Company either in the amount of damage incurred by the Company due to such act, or the amount equivalent to the profits obtained by the Customer, whichever is higher.

- (1) an act of providing the Services or services incorporating the Services to any third party (except the case where approved by the Company in accordance with the Special Clauses to these Terms of Use; competing services cannot be provided to any third party);
- (2) an act in violation of social norms or public order and morals, an act of invading any rights of others, or an act of publishing, disclosing, or transmitting any matters which may cause inconvenience to others;
- (3) an act that infringes or is likely to infringe upon copyrights, trademark rights, or other intellectual property rights, or other rights of the Company or third parties;
- (4) an act of illegitimately rewriting or deleting the information stored in the Company's facilities, or falsifying the information available regarding the Services;
- (5) an act of discriminating, slandering, or defaming the Company or third parties, or damaging their honor or credibility;

- (6) an act of invading any third party's privacy;
- (7) a criminal act, an act related to a criminal act, or an act of inducing or soliciting participation in criminal acts;
- (8) 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 constitute child pornography or child abuse;
- (9) a harmful or fraudulent act, including those that would cause detriment 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;
- (10) an act of spoofing and using the Services as a third party;
- (11) an act of using the User ID (as defined in Article 5) in an unauthorized manner;
- (12) an act of transmitting or uploading programs, etc., which use in an unauthorized manner, destroy, or impede functions such as server, software, or hardware used by others;
- (13) an act of analyzing the structure, functions, processing method, etc., of the software, or attempting to obtain source code of the software by means of reverse engineering, reverse compiling, reverse assembling or others of the software to be used in using the Services;
- (14) an act of hindering the Services themselves, or an act of destroying or hindering the functions of a server or network of the Services;
- (15) an act deemed as inappropriate by the Company, including use for the purpose of conducting research of competing services, etc.;
- (16) an act of using the Services for purposes other than the intended purposes in light of the purposes of the Services;

(17) an act of providing profits directly or indirectly to any anti-social forces in relation to the Services;

(18) an act in violation or which may be in violation of the Agreement;

(19) other than the foregoing, acts that the Company deems as inappropriate for the smooth provision of the Services.

14. If there occur or may occur any natural disaster, incident, overloading of telecommunications or other emergency, or if there are any other reasonable grounds, the Company may preferentially provide the Services or preferentially conduct disaster recovery to the state, the municipalities, and the Customers who participate in a premium plan.

15. Customer grants Company permission to use Customer's name and logo in Company's or its Affiliates' marketing materials; provided that any such logo or other materials are used solely in a manner that is not intended to or reasonably likely to harm or disparage Customer or the reputation or goodwill of Customer. "Affiliates" shall mean any corporation or other entity inside or outside of the U.S. that, during the Agreement period, directly or indirectly, controls or is under common control with Company, but only for so long as such control exists, and where "control" shall mean ownership of more than fifty percent (50%) of the shares or other equity interests entitled to vote for the election of directors or an equivalent governing body.

Article 2. Agreement Period

The Agreement period of the Services shall be as set forth in a purchase order; unless the Customer has completed the agreement termination procedures designated by the Company no later than one (1) month before the expiration of the Agreement or the Company so notifies the Customer, the Agreement shall be extended for one (1) further month (in the case of monthly payments) or for one (1) year (in the case of annual payments) from the day immediately following the expiration of the Agreement on the same conditions; and the same shall apply thereafter.

Article 3. Fees and Payment

1. The Customer shall pay the usage fees for the Services and the applicable consumption taxes, etc. by the end of the month following the month in which an invoice issued by the Company (the “**Company Invoice**”, if the Customer purchases the Services from the Agent, hereinafter the same shall apply, it means the invoice issued by the Agent) is issued (the “**Payment Deadline**”, if the Customer purchases the Services from the Agent, it is designated on the invoice issued by the Agent) in accordance with the Company Invoice. If the Customer fails to pay the usage fees by the Payment Deadline, the Company may suspend the provision of the Services to the Customer until the full amount of the usage fees has been paid. Any wire transfer fees shall be borne by the Customer.
2. Usage fees for the Services shall be accrued on a monthly basis from the 1st day to the last day of a month; even if services start or terminate during the middle of a month, usage fees for the Services for one (1) month shall still be charged.
3. If the Customer fails to pay the fees for the Services and other obligations in accordance with the Agreement by the Payment Deadline, the Customer shall pay the usage fees for the Services and other obligations in a lump sum of the total of the amount in the number of days from the day immediately following the Payment Deadline to the day immediately before the payment day multiplied by three (3)% per annum (the “**Delay Damages**”, if the Customer purchases the Services from the Agent, it is calculated at the rate specified by the Agent), by the day designated by the Company in a manner designated by the Company.
4. The Company may revise the fees for the Services by informing the Customers through publication on the Services, the Company website, or in another manner determined as appropriate by the Company no later than one (1) month before the expiration of the Agreement; and the Customer shall use the Services after consenting to such revision.

Article 4. Notification of Change

1. If there are any changes in the matters provided to the Company at the time of application for use of the Services, the Customer shall promptly notify the Company of such change in a manner designated by the Company.
2. If the Customer suffers any disadvantage due to the Customer's failure to notify as set forth in the preceding paragraph, the Company shall in no way be responsible therefor.

Article 5. User ID, Etc.

1. The Company or the Customer shall issue a user ID required for using the Services in accordance with the manner and terms of use determined by the Company.
2. Unless separately prescribed by the Company, the Customer may not allow a third party to use the Customer's User ID or password nor may the Customer sell, transfer, loan, or otherwise dispose of the Customer's User ID or password.
3. The Customer shall be responsible for managing and using the Customer's user ID and password, and the Company shall assume no liability whatsoever for the Customer's misuse, mismanagement or unauthorized use of the Customer's user ID or password by third parties.

Article 6. Handling of Personal Information, Privacy Information

1. In providing the Services, the Company shall properly handle the personal information (as defined in the Act on the Protection of Personal Information), personal data, the secrecy of communications, and privacy, etc., in accordance with each of the following items:
 - (1) The Company shall properly handle personal information, the secrecy of communications, privacy, etc. in accordance with the Company's privacy policy shown in the following website: <https://hulftinc.com/policies/#privacy-notice>
 - (2) If the EU General Data Protection Regulation (the "GDPR") applies to the processing of personal data (as defined in Article 4, Item (1) of the GDPR) by the Customer, SCC

(Standard Contractual Clauses; the “**SCC**”) as published in the following website shall be incorporated into the Agreement; if there is any inconsistency between the provisions of the SCC and the Agreement, the provisions of the SCC shall prevail for the processing of such personal data.

https://hulftinc.com/wp-content/uploads/HULFT-Square-Services_SCC-Module1.pdf

https://hulftinc.com/wp-content/uploads/HULFT-Square-Services_SCC-Module2.pdf

2. The Company may transmit advertisements of products or services of the Company or any third parties to the Customer by e-mail, and the Customer shall agree thereto.

Article 7. Handling, Etc. of Intellectual Property Rights and Data

1. The copyrights (including copyrights for works newly created in the Services) and any other rights in and to the Services and the texts, images, programs and other data constituting the Services (the “**Service Elements**”) shall belong to the Company or its licensors, and the provision of the Services under the Agreement shall in no way mean the licensing of any intellectual property rights, except as expressly provided in the Agreement. Except to the extent permitted by the Agreement, the Customer may not, without the Company’s authorization, use any of the foregoing rights in any method whatsoever, including by duplicating, copying, reprinting, transferring, storing, selling or publishing.
2. The Customer shall comply with and make response as set forth in the following items at its own responsibility with regard to the Customer data (such as texts, images, programs, other data, etc.) used in the Services:
 - (1) The Customer warrants that necessary legal measures have been taken in connection with the collection, management, use, transmission, and other processing of Customer data (including, without limitation, the publication of a privacy policy that meets the requirements of various laws concerning the protection of personal information in and

outside Japan that apply to the Customer);

- (2) The Customer warrants that the Customer data does not infringe upon any rights of the Company or third parties;
- (3) The Customer takes backups of the Customer data on its own, as necessary;
- (4) The Customer manages, preserves and uses the Customer data at its own responsibility to ensure the accuracy, content and legality thereof;
- (5) The Customer shall select and use an external service on its own to be connected to the Services;
- (6) The Customer shall treat account information (IDs, Passwords), contract information and the Service Elements as confidential information.

3. The Customer shall use the Services upon acceptance of each of the following:

- (1) The Company shall not make any warranty regarding the content or backup, etc. of the Customer data;
- (2) The Company shall, to the extent necessary for the provision of the Services, use Management Records, etc. (as defined in Article 7.5), such as log information, for such purposes as the improvement of the Services and the investigation of failures;
- (3) The Customer shall assume all liabilities and costs for any problem arising as a result of the Customer's breach of this Article, and the Company assumes no liability therefor whatsoever;
- (4) The Company shall not inspect, store, use, delete or disclose to any third party the Customer data, unless:
 - with the Customer's consent;
 - the Company receives a formal request to do so by an administrative agency, such as a court or the police, in accordance with the laws and regulations;
 - the Company is obliged to inspect or delete, etc. the Customer data in accordance with

the laws;

- the Customer breaches the Agreement, and it becomes necessary for the Company to inspect, delete, etc. the Customer data as a result of such breach;
 - it is necessary to do so for the Company to protect the life, body or other important rights of the Customer or a third party;
 - it is necessary to do so for the maintenance of the Services or the resolution of technical problems; or
 - there is any other reason similar to the foregoing.
- (6) Upon termination of the Agreement, the Customer shall forfeit the right to use the Services and the Customer data and may no longer use the Services;
- (7) After the termination of the Agreement, the Company may delete the Customer data without the need to give prior notice.

4. The Customer makes the following representations and warranties to the Company. The Customer shall assume all liabilities and costs for any problem arising as a result of the Customer's breach of this paragraph, and the Company assumes no liabilities whatsoever therefor.

- (1) the Customer has the intellectual property rights and any other rights in and to the Customer data, or the Customer has a license from the owner of such rights;
- (2) the Customer data does not promote or facilitate any illegal activities;
- (3) the Customer data is not detrimental to others, the Company's business or the Company's reputation, with no involvement in the marketing or dissemination of fraudulent products, services, schemes, or promotions (including get-rich-quick schemes, pyramid schemes, multilevel marketing, phishing, or pharming), or any other fraudulent activities;
- (4) the Customer data does not infringe upon any rights of third parties;

- (5) the Customer data does not contain any pornographic, nude, obscene, or violent images, expressions, or indications, or other images, expressions or indications that would make the general public feel offended, nor does it contain any expressions or indications that constitute child pornography or child abuse;
 - (6) the Customer data does not contain harmful content such as computer viruses;
 - (7) the Customer data does not induce or solicit criminal acts, acts related to a criminal act, or participation in criminal acts; and
 - (8) the Customer data is not related to military information.
5. The Company shall obtain management information or historical information (including, without limitation, access log data; hereinafter, the “**Management Records, etc.**”) pertaining to the Customer’s management, use, transmission and other processing of Customer data on the Services, and Customer agrees that the Company may use the Management Records, etc. (including, without limitation, use for in-house analysis and provision to third parties) to the extent necessary for the Company to provide the Services (including, without limitation, for purposes such as the operation and improvement of the Services, the preparation of statistical data, the planning or implementation of future Services and derivative services, the use as marketing materials, and other purposes related to the foregoing).

Article 8. Indemnification by Company

1. If a dispute arises between a third party and the Customer to the effect that the Services infringe upon any third party’s intellectual property rights or legally protected interests, the Company shall settle the dispute at its own responsibility and expense, and if the Company causes any damage to the Customer, the Company shall indemnify and hold the Customer harmless from such damage up to the amount set forth in Article 15 (Damages) of the Agreement, provided that the Customer satisfies all three (3) of the following requirements:
 - (1) The Customer shall notify the Company in writing of such dispute without delay and give

the Company full control over such defense and settlement;

(2) The Customer shall provide cooperation with the defense of such dispute, to the reasonable extent;

(3) None of the following items apply:

- in the dispute, it is not clearly stated that the Services are the basis for the claims against the Customer, etc.;
- the dispute is resulting from the use or combination of, the Services or any part thereof with software, hardware, data or processes not provided by the Company;
- the dispute is resulting from any changes made by the Customer to the software, hardware, data, or processes used in the Services;
- the dispute is resulting from the use of the Services beyond the scope authorized by the Company;
- the dispute is resulting from the use of an old version of the Services;
- the dispute is resulting from the functions of the Services for which no usage fee is charged;
- the dispute is resulting from the data, text, images, programs, or other information transmitted on the Services by the Customer, other users or any other third parties; or
- the dispute is resulting from the Customer's breach of these Terms of Use.

2. Upon receipt of information regarding infringement or misappropriation related to the Services, the Company may, in its sole discretion and at no cost to the Customer, take any of the following measures:

(1) modifying the Services so that they are not subject to the claim of infringement or misappropriation;

(2) ensuring that the Customer will have the right to continue to use the modified Services in accordance with the Agreement; or

- (3) terminating the Agreement by giving thirty (30) days' prior written notice to the Customer and refunding the Customer the fees already paid for the remaining term of the Agreement so terminated.

Article 9. Customer's Responsibilities

1. If the Customer has caused any damage to a third party or received a claim, etc., from a third party due to reasons attributable to the Customer in connection with the use of the Services, the Customer shall handle and resolve such damage or claim, etc. at its own responsibility and expense. The Customer shall also handle and resolve, at its own responsibility and expense, any damage caused by a third party or any claim, etc. that it makes against a third party in using the Services.
2. The Customer shall, at its own responsibility and expense, take any security measures to prevent computer virus infections and to prevent any unauthorized access or divulgence of information, according to the environment in which the Customer uses the Services.
3. The Customer shall compensate the Company for any damage caused by the Customer in using the Services.
4. If any dispute arises between a third party and the Company from the Customer's use of the Services or the content, etc. of the Customer data, the Customer shall resolve such dispute at its own responsibility and expense, and the Company assumes no liability whatsoever for such dispute. In addition, the Customer shall compensate the Company for any damage suffered by the Company in such dispute.
5. The Customer shall bear the consumption tax, value added tax and all other taxes imposed

under applicable laws and regulations with regard to its use of the Services.

6. If a consumption tax rate is altered during the Agreement period, the Customer will adjust the monthly amounts of the usage fees for the Services paid pursuant to Article 3.1 (for the period starting from the month in which the new consumption tax rate is applied through the final month of the Agreement period) in a specified manner separately prescribed by the Company.

Article 10. Confidentiality

1. Each party shall use any technical, operational, and other business information disclosed by the other party (if the Customer purchases the Services from the Agent, hereinafter the same shall apply, including information disclosed by the Agent) in connection with the Agreement which has been indicated as being confidential in writing (or electromagnetic records) or information which has been orally indicated as being confidential and whose content has been specified in writing (or electromagnetic records) within one (1) month after disclosure (collectively, the “**Confidential Information**”), only within the scope of the purpose of the Agreement, and shall not divulge such information to any third party other than the Subcontractor, etc. (as defined in Article 1) or other than officers or employees who have the need to know such information in order to perform the Agreement, without the prior written consent of the other party; provided, however, that this shall not apply to any of the information listed below.

In addition, if either party is required to disclose the Confidential Information either under the provisions of laws and regulations or upon request from an authorized public agency, such party may disclose the Confidential Information to the person to whom such information should be disclosed under the provisions of such laws and regulations or to the relevant public agency; provided, however, that in such case, such party shall notify the other party that it will disclose such information prior to the disclosure thereof unless it is in violation of the

relevant laws and regulations, and if it is impossible to do so prior to the disclosure, it shall do so promptly after the disclosure.

- (1) information already held by such party without owing confidentiality obligation;
 - (2) information duly obtained by such party from third parties without owing confidentiality obligation;
 - (3) information independently developed by such party without relying on the information provided by the other party;
 - (4) information that has become a part of the public domain before or after the receipt thereof without such party's breach of the Agreement; or
 - (5) information provided without being identified in accordance with this Article or provided without an indication that it is Confidential Information;
2. The party receiving the Confidential Information shall take necessary measures to manage the Confidential Information and may reproduce or alter the same to the minimum extent necessary to perform the Agreement.
 3. If the Confidential Information disclosed by the other party is no longer necessary for the performance of the Services, or if requested by the other party, or if the Agreement is cancelled or terminated, the receiving party shall promptly return or appropriately destroy such Confidential Information.

Article 11. Audit of Service Usage Status

1. By giving the Customer ten (10) days prior notice, the Company shall have the authority to audit the Customer's use of the Services to ensure that the Services are properly managed and used in accordance with the Agreement, and the Company may, as necessary, require the Customer to submit documents or copies thereof necessary for the audit or to take other necessary measures, and if so requested by the Company, the Customer shall be obliged to

provide cooperation therewith.

2. If the audit finds that the Customer is in breach of the Agreement, the Company may seek one or more of the (i) correction of such breach, (ii) payment of audit costs, (iii) termination of the Agreement, and/or (iv) compensation for damage.
3. Any costs incurred by the Customer in connection with such audit shall be borne by the Customer.

Article 12. Responsible Officer

The Customer shall notify the Company of the information (such as title, name, e-mail address, telephone number, etc.) of the responsible officer who has the authority necessary for the execution of the Agreement (the “**Responsible Officer**”) in the manner prescribed by the Company.

Article 13. Cancellation of the Agreement

1. The Customer may cancel the Agreement as of the desired cancellation date by giving notice to the Company in such manner as the Company may prescribe at least thirty (30) days prior to the desired cancellation date; provided, however, that if there is no indication of the desired cancellation date or if the period from the arrival date of the cancellation notice to the desired cancellation date is less than thirty (30) days, thirty (30) days after the arrival date of the cancellation notice to the Company shall be deemed as the desired cancellation date of the Customer.
2. Customer shall immediately pay the usage fees, consumption taxes, etc. and Delay Damages, if any, outstanding as at the time when the notice set forth in the preceding paragraph reaches the Company.

3. If the Customer cancels the Agreement in accordance with this Article, the Company shall not refund the usage fees for the Services which have already been paid by the Customer.

Article 14. Termination

1. If the Customer breaches any of the provisions of the Agreement, and despite a notice from the Company demanding the correction of such breach by specifying a reasonable period, fails to make correction within such reasonable period, the Company may terminate the Agreement, in whole or in part, and claim compensation for the full amount of the damage suffered by the Company. In such case, the Company shall not be liable for any damage suffered by the Customer.

2. If any of the following events apply to the Customer, the Company may terminate the Agreement, in whole or in part, and claim compensation for the full amount of the damage suffered by the Company, without being required to make any notice or demand:
 - (1) the Customer breaches any provision of the Agreement, and it is difficult to correct such breach in light of the nature or circumstances thereof or, even if the Customer subsequently corrects such breach, it is still difficult to achieve the purpose of the Agreement;
 - (2) the Customer causes serious injury or damage to the Company;
 - (3) the Customer suspends payments or becomes insolvent;
 - (4) a bill or check drawn by the Customer is dishonored, or there is a serious concern about the Customer's credit standing;
 - (5) a petition has been filed against the Customer for compulsory execution, auction, seizure, provisional seizure, disposition for delinquency, bankruptcy, civil rehabilitation or corporate reorganization, or a petition has been filed by the Customer for bankruptcy, civil rehabilitation, or corporate reorganization;
 - (6) the Customer has commenced procedures for dissolution or becomes subject to a

disposition by a supervisory government agency such as revocation or suspension of business;

- (7) the Customer assigns any of its rights, obligations or status under the Agreement to a third party in breach of Article 21.4;
- (8) it becomes necessary to comply with the requirements of laws and regulations or governmental authorities;
- (9) the Company deems that the Company's provision of the Services will be illegal;
- (10) the Customer is in breach of Article 1, Paragraph 13;
- (11) the Customer is not able to fully perform the Agreement;
- (12) the Customer has clearly expressed its intention to refuse full performance of the Agreement;
- (13) the Customer is not able to fully perform the Agreement or has clearly expressed its intention to refuse full performance of the Agreement, and the purpose of executing the Agreement cannot be achieved with only the remaining portion;
- (14) due to the nature of the Agreement or the intention expressed by the parties, the purpose of executing the Agreement cannot be achieved unless the performance is made at a specific date/time or within a certain period of time, and such timing has elapsed without the performance of the Agreement;
- (15) there are reasonable grounds making it impossible to continue the Agreement; or,
- (16) other events arise such that the Company reasonably deems that it is necessary to terminate the Agreement.

3. If either party is found to be in breach of Article 18 (Elimination of Anti-Social Forces), the non-breaching party may immediately terminate all agreements entered into between the parties without the need to make any demand. In addition, if, as a result of such termination, any damage is suffered by the Customer or the Company who has terminated the Agreement,

the non-terminating party shall be liable to provide compensation for all damage regardless of the existence of the limitation of liability provision in Article 15 (Damages) of the Agreement or any other agreements entered into between the parties.

Article 15. Damages

1. The Customer is entitled to claim compensatory damages from the Company, if the Customer suffers any damage in connection with the performance of the Agreement for any reason attributable to the Company; provided, however, that such claim may not be made after six (6) months have elapsed from the date of performance of the services that caused the said claim for compensatory damages.

2. In the preceding paragraph, the extent of liability for compensatory damages assumed in connection with the Agreement shall be limited to the ordinary damage directly and actually suffered by the Customer, irrespective of the grounds for the claim such as default, any legal liability for non-conformity with the agreement, unjust enrichment and tort, and under no circumstances shall the Company assume any liability whatsoever for any damage such as indirect, consequential, special, accidental, incidental, punitive or expanded damage resulting from the use or unavailability for use of the Services (including, without limitation, lost profit, discontinuance of business, loss of business opportunities or sales, loss of credit, loss of goodwill, loss of data or data using opportunities, cost for procuring substitutes, physical damage, damages for emotional pain and suffering or other monetary damage), even if the Company has been advised of the risk of such damage.

3. Even if the Company assumes liability to provide compensation for damage under the preceding two (2) paragraphs, the extent to which the Company assumes such liability shall be limited to the amount of the fees for twelve (12) months pertaining to the Services that caused the said claim for compensatory damages (or, in the event of less than twelve (12)

months having elapsed after the commencement of the Agreement, the said extent shall be limited to the amount of the fees for the period elapsed up to the month before the month in which the damage occurred.

Article 16. Measures After Termination of Agreement

1. Upon the termination of the Agreement, the Customer's right to use the Services shall be lost. The Customer is prohibited from accessing the Services after termination of the Agreement.
2. In the event of termination of the Agreement, the Customer shall return to the Company immediately after termination of the Agreement any software provided by the Company in using the Services and all materials, etc., related thereto (including any copies of all or part of such software and related materials; hereinafter referred to as the "**Software and Materials**"), and shall, at the Customer's responsibility, delete the Software and Materials stored in the Customer's facilities, etc.
3. Upon the termination of the Agreement, the Customer shall lose its right to access the data stored within the Company's facilities under the Services. In such case, the Company may, without any advance notice, delete the Customer's data stored in the Company's facilities under the Services, and the Company shall not be subject to any obligation to allow the Customer to use such data.

Article 17. Limitation of Liability

1. The Company (if the Customer purchases the Services from the Agent, hereinafter the same shall apply in this Article, including the Agent) provides no warranty whatsoever, whether express or implied, pertaining to the contents of the Services and the provision thereof, including any legal warranty against non-conformity of the agreement and warranty on non-

infringement of third-party rights or merchantability.

2. The Company provides no warranty whatsoever pertaining to the accuracy, usability, completeness or fitness for a particular purpose, etc., of the information, etc., obtained by the Customer through the Services.
3. The Customer shall be responsible for preparing any security measures (measures to prevent computer virus infections, unauthorized access, information divulgence, etc.), hardware and software as well as other facilities necessary for using the Services, and the Customer shall abide by the agreements, etc., pertaining to the use of the said facilities, etc. In addition, the Company shall assume no liability whatsoever for any damage suffered by the Customer arising from computer virus infections, unauthorized access, information divulgence and the said facilities, etc.
4. The Company shall assume no liability whatsoever to the Customer for any network delay due to discontinuance or heavy traffic of the services by any telephone company or internet service provider, etc., 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.
5. The Company shall assume no liability whatsoever for any damage including leakage and loss of data suffered by the Customer or any third party in relation to the provision, delay, change, cancellation, suspension, abolition, etc., of the Services.
6. With regard to the External Connection Services, the Company provides no warranty pertaining to the connection with a particular External Connection Service, and assumes no liability thereon, even in the event of any failure to connect the Services with the External

Connection Service or any restriction on the use of part or all of the Services due to any change in the specifications, etc., in the External Connection Services (including unexpected operations on the Services), unless such restriction on the use is caused by the Company's willful misconduct or gross negligence.

7. The Customer shall comply with the Terms of Use of the External Connection Services at the Customer's own responsibility and expense. The transactions, communications, disputes, etc., which arise between the Customer and an external business operator operating the said External Connection Services, other customers or any other third parties, shall be handled and settled at the Customer's responsibility, and the Company shall assume no liability whatsoever for such transactions, communications, disputes, etc., unless the same are caused by the Company's willful misconduct or gross negligence.
8. The Company provides no warranty whatsoever on the suitability for a particular purpose, commercial usefulness, integrity, continuity, etc., of the External Connection Services. The data obtained by the Customer using the External Connection Services shall be managed at the Customer's expense and responsibility.

Article 18. Elimination of Anti-Social Forces

1. The parties represent and warrant that they do not fall under the category of anti-social forces as a premise for favorable transactions in good faith with each other. In addition, the term "anti-social forces" as used herein means, among the groups or individuals pursuing economic benefits through violence, coercion or fraudulent means, any group or individual that falls under any of the following items:
 - (1) an organized crime group, a member or a quasi-member of an organized crime group, a person for whom five (5) years have not yet passed since leaving an organized crime group, an entity associated with an organized crime group, a corporate extortionist

(*sokaiya*), a racketeer advocating a social/political movement (*shakaiundo/seijikatsudo-hyobogoro*) or a special intelligence organized crime group (*tokushuchinoboryokushudan*) or any person or organization equivalent to any of the foregoing (“**Anti-Social Forces**”); or

(2) a group or individual either by itself or through any third party 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, etc.

2. Each party represents and warrants that neither itself, its officers, a person having substantial management rights in the company, nor any person substantially involved in the management of the company have:

(1) any relationship wherein it is recognized that Anti-Social Forces have control over such party’s management;

(2) any relationship wherein it is recognized that Anti-Social Forces are substantially involved in such party’s management;

(3) any relationship wherein it is recognized that such party is using Anti-Social Forces for any wrongful purpose such as for the purpose of unfairly benefiting itself, its company or a third party or for causing damage to a third party;

(4) any relationship wherein it is recognized that such party is involved in the provision of funds, etc., benefits or services to Anti-Social Forces;

(5) a strong personal, capital or economic relationship or other socially condemnable relationship with Anti-Social Forces or any anti-social groups or individuals equivalent thereto; or

(6) any other relationships equivalent to items (1) through (5) above.

3. The parties shall immediately report to the other party any breach of the preceding two (2)

paragraphs upon detection thereof.

4. In performing an executed agreement or an agreement to be executed after the execution of the Agreement (including, without limitation, the Agreement), in the event that, after executing an agreement to entrust services under the said agreement (including a subcontracting agreement, etc.) or any other agreement related to the said agreement (collectively, the “**Related Agreements**”), it is found out that the counterparty (including any consignee of the subcontractor, and when the Related Agreements are executed more than once, including all of such subcontractors) falls under any of the items of the second paragraph of this Article 18, the Parties shall promptly terminate the Related Agreements or take other necessary measures

Article 19. Subcontracting

The Company is entitled to subcontract a portion of the Services to a third party at its discretion; provided, however, that the Company shall cause the subcontractor to assume obligations equivalent to the Company’s obligations set forth in the Agreement and shall be fully liable for the conduct of the subcontractor.

Article 20. Amendment to Terms of Use

1. In the event of any of the following cases, the Company shall be entitled to revise the contents of these Terms of Use or the Service Specifications by making the same known to the Customer through posting the same on the Services, on the Company’s website or in any other manner the Company deems appropriate. In addition, when the Company makes the revision in accordance with the second item below, the Company shall inform the Customer thereof a reasonable period of time in advance.
 - (1) any revision to these Terms of Use or the Service Specifications conforms to the Customer’s general interests; or

(2) any revision to these Terms of Use or the Service Specifications is not contrary to the purpose of the Agreement and is reasonable in light of the need for such revision, the reasonableness of the contents after such revision, the contents of such revision, and other circumstances pertaining to such revision.

2. In addition to the cases set forth in the preceding paragraph, the Company shall be entitled to make revisions in these Terms of Use or the Service Specifications at any time upon obtaining the Customer's consent.

https://hulftinc.com/wp-content/uploads/HULFT-Square-Services_Terms-of-Use.pdf

Article 21. General Provisions

1. The provisions of Articles 3 through 10 and Article 14 hereof shall survive the termination of the Agreement for a period of five (5) years, and the provisions of Articles 15 and 18 and this Article 21 shall survive the termination of the Agreement and remain effective.
2. Even if any part of the Agreement is held to be invalid or unenforceable, the Agreement except for the said part shall remain in full force and effect.
3. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes any and all representations, understandings, agreements or communications between the parties that exist in writing or orally prior to or concurrently with the Agreement; provided, however, that, in the event of any inconsistency between the Agreement and the Service Specifications, the Service Specifications shall prevail.
4. The Customer shall not assign, transfer, establish a security interest for or otherwise dispose of, to any third party, all or part of the rights and obligations and contractual status arising in connection with the Agreement without the Company's prior written consent.

5. The Customer represents and warrants that the Customer is not on the U.S. or Japanese government lists of businesses with whom transactions are prohibited or regulated, and is not located in (or registered in) a country subject to any measures prohibiting exports and imports or any designation as a state sponsor of terrorism by the U.S. or Japanese government. In addition, the Customer agrees to comply with each of the following items:
 - (1) the Customer shall comply with all export and import laws and regulations in the U.S., Japan and other applicable jurisdictions;
 - (2) the Customer shall not access to or use the Services by itself or through a third party in violation of U.S. or Japanese export prohibition or regulatory measures; and
 - (3) the Customer shall not transmit, to the Services, any information regulated by the U.S. International Traffic in Arms Regulations.

6. In the event of any circumstance in which it becomes difficult to perform the Agreement due to acts of God, war, terrorism, epidemic or any other force majeure, the relevant party shall immediately notify the other party to that effect, and both parties shall discuss countermeasures with each other in good faith.

7. The parties shall consult with each other in good faith and shall seek amicable settlement pertaining to any matter not stipulated in the Agreement or any matter on which any doubt arises.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Any dispute arising in relation to the Agreement and the provision of the Services shall be

finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall take place in San Mateo, California. The number of arbitrators shall be three (3).

Attachment: Third-party software used by HULFT Square Connector

URL: https://www.hulft.com/download_file/17970

Exhibit: Special Clauses

Article 22. Grant of Service Use Right

1. If the Customer conducts the procedures prescribed by the Company concerning the Service Use (as defined in the next paragraph) and the Company approves the same, the provision of this Article shall be incorporated in these Terms of Use and constitute part of the Agreement. In the event of any conflict between the provision of this Article and any other provision of the Agreement, the provision of this Article shall prevail over such other provision of the Agreement; provided, however, that this Article shall not apply to any function or software which is not subject to the Company's approval.
2. **"Service Use"** means that any use of the Services for the purpose of providing services (including, without limitation, outsourcing, hosting, cloud services, ASP, SaaS, PaaS, IaaS, etc. with or without compensation; collectively, the **"Customer Services"**) via the network, such as the information system infrastructure managed and operated by the Customer and the Internet, to the Customer's client (whose company name shall be notified to the Company in accordance with the procedures prescribed by the Company; **"Customer Service User"**).
3. Notwithstanding any provision of these Terms of Use, the Company permits the Customer to use the Services only for the purpose of providing the Customer Services pursuant to a certain agreement between the Customer and the Customer Service User (the **"Customer Service Provision Agreement"**). In the event of conducting the Service Use, the Services shall not be used in any other way, including any use for the purpose of providing the Customer Services to any corporation other than those notified to the Company as a Customer Service User in accordance with the procedures prescribed by the Company, or any use for the purpose of performing the Customer's internal business.
4. The Customer may, at its own responsibility, allow the Customer Service User to use the Services to the extent necessary to use the Customer Services by causing the Customer

Service User to comply with the terms and conditions of these Terms of Use; provided, however, that, in this case, the Customer shall be responsible for the Customer Service User's breach of any of its obligations set forth in these Terms of Use.

5. The Customer may, at its own responsibility, allow any outside company, to which the Customer or the Customer Service User entrusts all or part of its business concerning the provision or use of the Customer Services, to use the Services to the extent necessary to perform such entrusted business by causing such outside company to comply with the terms and conditions of these Terms of Use; provided, however, that, in this case, the Customer shall be responsible for such outside company's breach of any of its obligations set forth in these Terms of Use.
6. Notwithstanding any provision of these Terms of Use, when the Customer Service Provision Agreement is terminated or when the Customer's performance of the Customer Service Provision Agreement is terminated as a result of the termination of the Customer Services provision business by the Customer, the Agreement shall also be terminated and the Services shall not be used in any way.
7. The Company may conduct an audit in accordance with Article 11 (Audit of Service Usage Status) with respect to the usage status of the Services by the Customer Service User to whom the Customer granted the right to use the Services by providing the Customer with ten (10) days' prior notice.

Article 23. Grant of Group Company Use Right

1. If the Customer conducts the procedures prescribed by the Company concerning the Group Service Usage (as defined in the next paragraph) and the Company approves the same, the provision of this Article shall be incorporated in these Terms of Use and constitute part of the Agreement. In the event of any conflict between the provision of this Article and any other provision of the Agreement, the provision of this Article shall prevail over such other provision

of the Agreement; provided, however, that this Article shall not apply to any function or software which is not subject to the Company's approval.

2. **"Group Company Use"** means the use of the Services for the purpose of performing the internal business of any of the following Customer's group companies (whose company names shall be notified to the Company in accordance with the procedures prescribed by the Company; each, a **"Customer Group Company"**):
 - (i) the Customer's consolidated subsidiary; or
 - (ii) the parent company of which the Customer is a consolidated subsidiary or any consolidated subsidiary of such parent company.
3. Notwithstanding any provision of these Terms of Use, the Company permits the Customer to use the Services only for the purpose of performing the Customer Group Company's internal business pursuant to a certain agreement between the Customer and the Customer Group Company (the **"Intergroup Agreement"**). In the event of conducting the Group Company Use, the Services shall not be used in any other way, including any use for the purpose of performing the internal business of any corporation other than those notified to the Company as a Customer Group Company in accordance with the procedures prescribed by the Company, or any use for the purpose of performing the Customer's internal business.
4. The Customer may, at its own responsibility, allow the Customer Group Company to use the Services to the extent necessary to perform the Customer Group Company's internal business by causing the Customer Group Company to comply with the terms and conditions of these Terms of Use; provided, however, that, in this case, the Customer shall be responsible for the Customer Group Company's breach of any of its obligations set forth in these Terms of Use.
5. The Customer may, at its own responsibility, allow any outside company, to which the Customer or the Customer Group Company entrusts all or part of its business concerning the Group Company Use, to use the Services to the extent necessary to perform such entrusted business by causing such outside company to comply with the terms and conditions of these

Terms of Use; provided, however, that, in this case, the Customer shall be responsible for such outside company's breach of any of its obligations set forth in these Terms of Use.

6. Notwithstanding any provision of these Terms of Use, when the Intergroup Agreement is terminated, the Agreement shall also be terminated and the Services shall not be used in any way.
7. The Company may conduct an audit in accordance with Article 11 (Audit of Service Usage Status) with respect to the usage status of the Services by the Customer Group Company to whom the Customer granted the right to use the Services by providing the Customer with ten (10) days' prior notice.

Article 24. Definition Regarding the Evaluation Version

As used in these Terms of Use, the "**Evaluation Version**" (which may be referred to as "evaluation service", "β service" or "test service") means the Services for which the Company grants the Customer the non-exclusive, non-sublicensable and non-transferrable right to use the Services free of charge for a limited period only for the purpose of evaluating and testing the Services in the Customer's environment into which the Services will be introduced.

Article 25. Preferentially Applied Matters Upon Using Evaluation Version

1. In the event that the Services are the Evaluation Version, the Customer shall agree that each provision of Article 25 and Article 26 shall prevail in these Terms of Use.
2. Notwithstanding Article 1 of these Terms of Use, the Service Specifications shall not apply.
3. Notwithstanding Article 2 of these Terms of Use, the Services shall be terminated when ninety (90) days (the "**Evaluation Period**") have passed from the date on which the Customer logs into the Service site for the first time after the Company receives an application for use of the Services from the Customer and sends the usage information to the Customer; provided, however, that the usage period of the Evaluation Version may be extended if it is agreed in

writing upon consultation by no later than ten (10) business days prior to the expiration of the Evaluation Period.

4. Notwithstanding the provisions of these Terms of Use, the Company shall not be liable for any damage incurred by the Customer in connection with the use of the Evaluation Version during the Evaluation Period.
5. After the Evaluation Period, the Customer shall not use the Services in any way, unless the Customer applies to the Company for the use of the official version of the Services pursuant to the next Article. In addition, the Customer shall immediately return, destroy or delete the Software and Materials, etc. (including those incorporated in computer memory, etc.) at the Customer's cost, in accordance with the instructions of the Company.
6. The Customer shall manage the Customer's data registered in the Services at its own responsibility during the Evaluation Period and shall delete all of such data at its own responsibility by the end of the Evaluation Period. The Customer shall also agree in advance that the Company will delete the Customer's ID and the remaining Customer data after the end of the Evaluation Period.
7. Unless otherwise agreed with the Company, the technical support set forth in the Service Specifications shall not be provided.

Article 26. Transition to Official Version of the Services

If the Customer wishes to continue to use the Services after the Evaluation Period, the Customer shall apply to the Company the official version of the Services in accordance with the provision of Article 1 of these Terms of Use by no later than the termination date of the Evaluation Period. In this case, the Customer shall comply with the provisions of these Terms of Use.