

Terms of Use for SIOS Coati

These Terms of Use for SIOS Coati (hereinafter, these "**Terms**") set forth the matters that Customer must comply with when using SIOS Coati, a cloud-type automatic monitoring and restoration service (hereinafter, the "**Service**") for the cloud system of Customer provided by SIOS Technology, Inc. (hereinafter, "**SIOS**"), as well as the rights and obligations between SIOS and Customer. Anyone who wishes to apply for the Service must read through all of these Terms before applying for or using the Service.

Article 1. Definitions

1. "**Customer**" shall mean any company or individual that has applied for and accesses or uses the Service.
2. "**Site**" shall mean the website prepared by SIOS for explaining the use of the Service and application.
3. "**Service Fees**" shall mean the consideration for the Service payable by Customer to SIOS pursuant to Article 6.
4. "**SLO**" shall mean the target level of the Service provided by SIOS.
5. "**Antisocial Forces**" shall mean an organized crime group, organized crime group member, formerly an organized crime group member at any time in the preceding five years, a quasi organized crime group constituent member, an organized crime group affiliate enterprise, a corporate racketeer (*sokaiya*), a political racketeer (*shakaiundo toh hyobo goro*), a special knowledge crime organization (*tokushu chino boryoku shudan*), or any person who is correspondingly similar to the foregoing.
6. "**Account**" shall mean the ID and password to identify Customer.

Article 2. Application of Terms

1. Customers use of the Service shall be subject to these Terms. If Customer has applied for or uses the Service, he/she/it shall be deemed to have consented to these Terms.
2. If the Site contains SLO, privacy policy, or any other notices (hereinafter, "**Separate Terms**"), and together with these Terms, collectively referred to as these "**Terms**") separately provided by SIOS for the Service, the Separate Terms shall also constitute a part of these Terms. In addition, if there is any discrepancy between these Terms and the Separate Terms, then these Terms shall prevail.
3. If Customer is an entity, Customer may allow only its officers and employees to use the Service, but not other third parties (hereinafter, those who are duly authorized to use the Service pursuant to Article 2.3 shall be referred to as "**Authorized Users**"). Customer shall cause the Authorized Users to comply with these Terms. Customer agrees that the use of the Service by the Authorized Users shall be deemed as its own use and shall take responsibility therefor. In the case where an Authorized User has used the Service in violation of these Terms, SIOS may revoke the right of the Customer to use the Service.

Article 3. Provision of the Service

1. SIOS shall provide the Service to Customer in accordance with the SLO provided by

SIOS on the Site.

2. Customer shall prepare an environment necessary for its use of the Service including hardware, software, Internet connection line and security at its own responsibility and expense.

Article 4. Term of Service and Conclusion of these Terms

1. In order for Customer to access and use the Service, (i) Customer must apply to use the Service on the Site, (ii) Customer must pass the credit card screening for the Payment Agency Service as set forth in Article 7, and (iii) Customer must receive a "Notice of Commencement of Use" for the Service from SIOS by e-mail. The date on which the foregoing "Notice of Commencement of Use" is sent by e-mail shall be the "Effective Date" of the Service and these Terms.
2. The term of the Service shall commence on the Effective Date and continue until cancelled by Customer pursuant to Article 15 or by SIOS pursuant to Article 16.
3. Notwithstanding Article 4.1, SIOS may decline an application for use of the Service or cancel these Terms and the Customer's right to use the Service, and shall not be obliged to disclose the reasons therefor or take any other responsibilities, if it determines that:
 - (1) Customer has reported false matters when applying for the Service;
 - (2) Customer has breached these Terms;
 - (3) Customer is, in the opinion of SIOS, likely to fail to make payment;
 - (4) Customer is a minor, adult ward, person under curatorship or person under assistance, and has not obtained the consent from his/her/its statutory agent, guardian or curator;
 - (5) Customer is, in the opinion of SIOS, an Antisocial Force, or has a relationship with or is involved with an Antisocial Force through cooperating with or being involved in the maintenance, operations, or management of such Antisocial Force through funding of otherwise; or
 - (6) SIOS otherwise determines that it is not appropriate to approve the application by Customer.

Article 5. Matters to be Notified

1. Customer shall, when applying for the Service, notify SIOS of such matters as designated by SIOS in the manner specified on the Site.
2. If there is any change in the matters notified pursuant to Article 5.1, Customer shall notify SIOS of such changed matters in writing without delay.
3. SIOS shall not be liable for any damage incurred by Customer due to Customer's own failure to provide notice to SIOS pursuant to Article 5.2. In the event that any notice from SIOS fails to reach Customer due to Customer's failure to provide such notice, such notice shall be deemed to have arrived at the time it would have normally arrived.

Article 6. Service Fees

1. The Service Fees payable by Customer shall be calculated based on the price list

indicated by SIOS on the Site.

2. SIOS may revise the Service Fees without the consent of Customer. The revised Service Fees shall apply from the month immediately following the month in which SIOS provided notice of such revision to Customer on the Site.
3. Even if the Service becomes unavailable during the valid term of the Service due to interruption or discontinuation of the Service or otherwise, Customer shall pay the Service Fees for the valid term.
4. The Service Fees paid by Customer to SIOS shall not be refunded to Customer for any reason, except as set forth in these Terms.

Article 7. Payment of Service Fees

1. Customer shall pay the Service Fees using the credit card payment function of the payment agency service (hereinafter, "**Payment Agency Service**") provided by a third party designated by SIOS no later than the due date of the Service Fees determined by SIOS (unless otherwise provided on the Site, the 10th business day of the month following the month in which the Service was used) by completing the credit card payment process. Any commissions and other expenses related to the use of credit card by Customer shall be entirely borne by Customer.
2. If SIOS is unable to confirm the payment of the Service Fees by Customer where Customer has made payment using any method other than that designated by SIOS pursuant to Article 7.1, then Customer shall, at its own responsibility, pay the Service Fees by the payment method designated by SIOS as requested by SIOS.

Article 8. Disclaimer of Warranties and Limitation of Liability

1. THE SERVICE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIOS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING PROVISIONS, (i) CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR SELECTING THE SERVICE TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM THE SERVICE, AND (ii) SIOS MAKES NO WARRANTY THAT (A) THE SERVICE WILL BE ERROR-FREE, VIRUS FREE, OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, (B) THE SERVICE WILL SATISFY YOUR REQUIREMENTS, (C) THE DATA AND FILES YOU STORE IN YOUR ACCOUNT WILL NOT BE LOST OR DAMAGED; (D) THE DATA ON YOUR DESKTOP OR SERVER WILL NOT BE LOST OR DAMAGED; OR (E) THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.
2. THE SLO SETS FORTH THE NON-BINDING TARGETS OF SIOS WITH REGARD TO THE SERVICE, AND EVEN IF SIOS FAILS TO ACHIEVE ANY GOAL, IT SHALL NOT BE LIABLE FOR DAMAGES OR OTHERWISE.
3. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL SIOS BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (SUCH AS LOSS OF PROFITS OR DATA) ARISING

OUT OF OR IN ANY WAY RELATED TO THE TERMS OR CUSTOMER'S USE OR INABILITY TO USE OR ACCESS THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THE SERVICE, EVEN IF SIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

4. TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, SIOS SHALL ASSUME NO LIABILITY FOR ANY DAMAGE INCURRED BY CUSTOMER IN RELATION TO THE SERVICE, THESE TERMS, WHETHER LIABILITY FOR NON-PERFORMANCE, TORT, OR ANY OTHER LEGAL CAUSE OF ACTION. IN THE EVENT THAT SIOS IS HELD LIABLE FOR DAMAGES TO CUSTOMER UNDER ANY APPLICABLE LAWS AND REGULATIONS, THE LIABILITY OF SIOS FOR DAMAGES SHALL BE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, LIMITED TO THE TOTAL AMOUNT OF THE SERVICE FEES FOR THE SERVICE ACTUALLY RECEIVED FROM CUSTOMER WITHIN THE LAST SIX MONTHS BEFORE THE DATE OF THE EVENT GIVING RISE TO SUCH DAMAGE.
5. SIOS SHALL NOT BE, FOR ANY REASON, LIABLE FOR ANY DISADVANTAGE OR DAMAGE INCURRED BY CUSTOMER OR ANY THIRD PARTY DUE TO INTERRUPTION, DISCONTINUATION, OR ABOLITION OF THE SERVICE UNDER THESE TERMS.
6. IN THE EVENT THAT ANY AUTHORIZED USER INCURS DAMAGE IN CONNECTION WITH THE SERVICE, OR THESE TERMS, SIOS SHALL BE EXEMPT FROM ANY LIABILITY TO SUCH AUTHORIZED USER BY ASSUMING LIABILITY TO CUSTOMER UNDER THIS ARTICLE 8, AND CUSTOMER SHALL TAKE RESPONSIBILITY FOR DEALING WITH SUCH AUTHORIZED USER.

Article 9. Obligations of Customer

1. If Customer causes any damage to a third party as a result of using the Service, or receives a compliant or any other claim from a third party, Customer shall handle and resolve the same at its own responsibility and expense, and shall not place any responsibility on SIOS for any reason. The same shall apply in the case where Customer incurs any damage caused by a third party as a result of using the Service, or makes a complaint or any other claim to a third party.
2. Customer shall provide or communicate any information using the Service at its own responsibility and SIOS makes no warranties as to the content thereof nor shall it be liable for any damage arising therefrom.
3. Customer shall strictly manage the Account at its own responsibility for management to prevent any unauthorized use thereof. Customer shall not disclose, loan, or assign the Account to any third party in any event. SIOS shall not be liable for any damage incurred by Customer as a result of unauthorized use of the Account, and any use of the Service or any activities by the Account of Customer shall be regarded as the activities of Customer.
4. Customer shall make identical backup copies of the data provided or transmitted to Customer through the Service at its own responsibility, and SIOS shall not be liable for the custody, preservation, or backup of such data.

Article 10. Prohibited Acts

Customer shall not engage, by itself or through a third party, in any of the following acts when using the Service whether or not based on willful misconduct or negligence. If Customer engages in any of the following acts, SIOS may, at its sole discretion, limit or cancel the use of the Service by Customer without giving prior notice to Customer, and may delete any data of Customer stored in the Service, and may even claim damages from Customer:

- (1) any act that infringes or is likely to infringe the rights of SIOS or a third party;
- (2) any act that causes or is likely to cause disadvantage or damage to SIOS or any third party;
- (3) any act that infringes or is likely to infringe the human right of a third party, or is or is likely to be against the public order and morals;
- (4) criminal offense or any act that links or is likely to link to a criminal offense;
- (5) any act that hinders or is likely to hinder the operation of the Service;
- (6) any act that damages or is likely to damage the credibility of SIOS or the Service;
- (7) any act of making a false declaration or dishonest notification to SIOS;
- (8) using or providing harmful programs, or likelihood thereof;
- (9) any act against laws and regulations, or likelihood thereof;
- (10) allowing a third party other than Customer to use the Service by allowing such third party to enter the registered e-mail address and password of Customer;
- (11) reproducing, altering or adapting the Service in whole or in part;
- (12) analyzing, reverse-engineering or otherwise trying to obtain the source code of the Service;
- (13) any act that is against the intended use of the Service or these Terms;
- (14) any act that directly or indirectly brings about or facilitates any of the foregoing acts; or
- (15) other than as listed above, any act that is considered inappropriate by SIOS

Article 11. Amendments to these Terms

1. SIOS may, at its discretion, amend these Terms at will, at any time, without the consent of Customer. After such amendments, the Services shall be provided under the conditions that are in accordance with the amended Terms. When amending these Terms, SIOS will not notify each Customer individually, so please confirm the latest Terms on the Site when using the Service.
2. These Terms after amendments shall be displayed on the Site for a 30-day advance notice period and become effective upon expiry of such period.

Article 12. Changes to the Service

1. SIOS may, at its own discretion, change the SLO at will, and add, change, or delete the contents of the Service without the consent of Customer, to which Customer consents without objection. SIOS provides no guarantee that all the functions and the

performance of the Service before changes will be maintained. When changing the SLO or the Service, SIOS will not notify each Customer individually, so please confirm the latest SLO on the Site when using the Service.

2. The SLO after change shall be displayed on the Site for a 30-day advance notice period and become effective upon expiry of such period.

Article 13. Interruption of the Service

1. Customer acknowledges and agrees that SIOS may interrupt the provision of the Service temporarily without the prior notice to Customer if any one of the following events occurs:
 - (1) emergency maintenance of the Service;
 - (2) it is unavoidable for operational or technical reasons related to the Service;
 - (3) it becomes unable to provide the Service due to fire, power outage, accident, or otherwise;
 - (4) it becomes unable to provide the Service due to earthquake, eruption, flood, *tsunami* or otherwise;
 - (5) it becomes unable to provide the Service due to war, uprising, riot, civil commotion, labor dispute, or otherwise;
 - (6) SIOS determines that continuation of the Service may pose material problem for Customer due to obstruction by a third party; or
 - (7) SIOS otherwise determines, at its discretion, that it is difficult to provide the Service due to a reason similar to any of the foregoing
2. SIOS may interrupt the provision of the Service upon prior notice to Customer in order to carry out regular maintenance, inspection, or system update of the Service.

Article 14. Discontinuation of the Service

Customer acknowledges and agrees that if SIOS determines that any of the following Discontinuation Events occurs with respect to Customer, it may discontinue the provision of the Service until it determines that such Discontinuation Event is resolved without prior notice to Customer.

(Discontinuation Events) Occurrence of any of the following events:

- (1) Customer fails to pay the Service Fees by the due date designated by SIOS pursuant to Article 7;
- (2) payment of the Service Fees made by Customer pursuant to Article 7 is canceled for any reason;
- (3) Customer breaches any of these Terms;
- (4) discontinuation of the Service is requested pursuant to laws and regulations or by a competent authority; or
- (5) SIOS otherwise determines at its discretion that the use of the Service by the Customer is not appropriate.

Article 15. Cancellation of the Terms by Customer

1. Customer may cancel the Terms and the Service by applying therefor at least five days prior to the proposed cancellation date in the manner designated by SIOS and receiving a "Explanation of Cancellation Procedures" from SIOS as set forth in Article 15.2 below. When applying for cancellation, Customer shall designate the time at which the Service will be discontinued by cancellation during the business hours of SIOS when SIOS is available, and pay the Service Fees to SIOS by the time of cancellation.
2. Upon receipt of an application for cancellation from Customer, SIOS shall send via email, a "Notice of Cancellation Procedures" to the email address indicated by Customer together with the date of cancellation of the Service.
3. If there are any outstanding Service Fees or late payment charges payable at the time of cancellation, Customer shall immediately pay such fees or charges.

Article 16. Cancellation of Terms by SIOS

1. If any of the following events occurs with respect to Customer, SIOS may cancel the Terms and Customer's access or use of the Service in whole or in part without prior notice to Customer, and all the obligations of Customer to SIOS shall be accelerated:
 - (1) Customer breaches any of these Terms;
 - (2) a petition is filed for attachment, provisional attachment, or auction, or Customer becomes subject to a disposition for nonpayment of taxes and public dues;
 - (3) Customer dishonors a note / check, becomes insolvent in fact or falls into a similar state, or a petition is filed for the commencement of bankruptcy or civil rehabilitation proceedings, or Customer files therefor;
 - (4) Customer dissolves or assigns all or substantially all of its business or assets, or a resolution is made therefor;
 - (5) Customer's business license is cancelled by the supervisory agency, or Customer becomes subject to a disposition for business suspension; or
 - (6) it becomes difficult to maintain the relationship of trust between Customer and SIOS due to a reason attributable to Customer
2. If the Terms and the Service is cancelled pursuant to Article 16.1 above, the Service Fees already paid shall not be refunded.

Article 17. Abolition of the Service

1. SIOS may discontinue all or part of the Service at its own convenience and may cancel the Terms in whole or in part as of the date of such discontinuance.
2. If SIOS intends to discontinue the Service, it shall notify Customer of such discontinuance at least three months in advance by posting a notification on the Site or in any other appropriate manner; provided, however, that this shall not apply in the case of emergency or any other unavoidable circumstances.

Article 18. Procedures after Termination

1. In the event that the Terms are terminated for any reason, Customer shall immediately

stop using the Service, and shall not use the Service thereafter.

2. In the event that the Terms are terminated for any reason, SIOS shall delete any and all data stored in the Service within seven days from the date of termination thereof.
3. SIOS shall not be liable for any damage incurred by Customer associated with data deletion pursuant to Article 18.2 above, nor shall SIOS have any other liability whatsoever.

Article 19. Engagement of Third Party

SIOS may engage a third party to perform all or part of the matters related to the provision of the Service without the consent of Customer.

Article 20. Handling of Personal Information

1. Customer consents in advance to SIOS's use of the personal information as defined in the Act on the Protection of Personal Information as enacted in Japan (hereinafter, "**Personal Information Protection Act**") obtained from Customer for the following purposes:
 - (1) provision of the Service;
 - (2) provision of help desk service for the Service;
 - (3) invoicing of the Service Fees for the Service;
 - (4) notification of updates for the Service;
 - (5) notification of SIOS products and other services; and
 - (6) notification regarding request for questionnaires, campaigns, seminars, and events
2. SIOS shall appropriately manage and protect the personal information obtained from Customer in accordance with the Personal Information Protection Act and the guidelines provided by SIOS (<http://www.sios.com/legal/privacy-policy.html>).

Article 21. Confidential Information

Unless the prior written consent of SIOS is obtained, Customer shall not use any information related to the Service which has been designated by SIOS as requiring confidential handling for any reason other than the one for which it is disclosed, and shall not disclose the same to any third party.

Article 22. Intellectual Property Rights

1. Any patent rights, utility model rights, design rights, trademark rights, copyrights, any other intellectual property rights or moral rights (hereinafter, "**Intellectual Property Rights**") in the Service or on the Site such as programs, service provision screens and software shall entirely belong to SIOS or the licensors who have granted licenses to SIOS.
2. Customer may use the Service and the Site in accordance with and subject to these Terms, but Customer will acquire no Intellectual Property Rights in the Service provided or in the Site.

Article 23. Exclusion of Antisocial Forces

1. Customer hereby represents that it is not and will not be an Antisocial Force, and that it does not and will not have:
 - (1) any relationship whereby it is deemed to be controlled by an Antisocial Force;
 - (2) any relationship whereby an Antisocial Force is deemed to be involved in its management in a substantial way;
 - (3) any relationship whereby it is deemed to be using an Antisocial Force in a wrongful way, including, but not limited to, for the purpose of gaining illegal profit for itself, or its company or a third party or causing damage to any third party;
 - (4) any relationship whereby it is deemed to be involved with an Antisocial Force by providing funds or favors to it; or
 - (5) any officer or other person substantially involved in management is in a relationship deemed socially reprehensible with any Antisocial Force
2. Customer undertakes that it shall not engage in violent demands; unfounded demands exceeding legal responsibility; fraudulent acts or menacing statements in relation to a transaction; or any other acts equivalent to the above.
3. If Customer breaches the preceding two paragraphs, then SIOS may cancel these Terms without any notice or demand.
4. If SIOS cancels these Terms pursuant to Article 23.3 above, it shall not be liable for any damage incurred by Customer.

Article 24. Notices

Any notices related to the Service or any other notices from SIOS to Customer as set forth in these Terms shall be given by email or any other manner designated by SIOS. Notices shall become effective upon transmission by SIOS.

Article 25. Prohibition of Assignment

1. SIOS may assign to a third party these Terms, the Service as well as its claims against Customer for Service Fees and other monetary receivables. Customer consents in advance that, in the foregoing case, personal information of Customer may be provided to such third party.
2. Customer may not loan, assign, transfer or offer as security, or otherwise dispose of its contractual position under these Terms or any of its rights and obligations under the Service, to a third party.

Article 26. Governing Law and Language

These Terms shall be governed exclusively by the laws of Japan, without reference to conflicts of law principles.

Article 27. Agreed Jurisdiction

Any dispute related to these Terms shall be submitted to the exclusive jurisdiction of the Tokyo

District Court in the first instance. Customer hereby waives any objection to such jurisdiction and venue.

Article 28. Entire Agreement

These Terms constitute the entire agreement between SIOS and Customer with regard to the Service and supersede any and all previous or contemporaneous agreements, proposals or representations whether written or oral with regard to these Terms. If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Article 29. Discussion

If any doubt arises with regard to these Terms or any matters not covered in these Terms, Customer and SIOS shall endeavor to resolve the same upon discussion in good faith.

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