“inovoiceAgent(Cloud)”
Terms of Use

This “inovoiceAgent(Cloud)” Terms of Use (the “Terms”) shall be applied to the Customer (as defined after) using “inovoiceAgent(Cloud)” (the “Service”) provided by WingArc1st Inc., a company incorporated under the laws of Japan with its registered address at 3-2-1 Roppongi, Minato-ku, Tokyo, Japan and its majority owned worldwide subsidiaries (“WingArc”). The Customer shall be deemed to have agreed to the content of this Terms when the Customer signs the application form for the Service. In the event that individual codes, guidelines, policies or other conditions (collectively, the “Codes”) are added in the course of their use of the Service, besides this Terms, the Customer shall be deemed to have agreed to the content of the Codes, once they have used the Service thereunder. In the event that the person or organization that signed the application form for the Service designated by WingArc is an employee or agent of the Customer, such person or organization shall represent or warrant that they have been authorized so that the effects of their acts should be attributed to the Customer or delegated by the Customer. Such acts shall be carried out on behalf of the Customer, and the effects of such acts shall be attributed to the relevant Customer.

Article 1 Definition
Definitions of terms in this Agreement are as follows.
(1) “Customer” means a corporation or similar organization that sign to the application form for the use of the Service
(2) “Target Country” means the country where the Customer applying for the Service was established under the law. In addition, the Target Country is the geographical area in which the Service can be used in accordance with the Agreement.
(3) “Application User” means an individual configured by the Customer as a user of Service under the control of the Customer.
(4) “Order Form” means an order document (including the application form and other attached documents as well as online application) for applying for this Service after agreeing to this Terms. This Order Form is deemed to be incorporated into this Agreement by reference to these Terms.
(5) “Agreement” means an agreement concerning Service concluded between the Customer and WingArc, based on this agreement.
(6) “Service system” means equipment that is necessary to provide Service and installed by WingArc.
(7) “Template program” means to a program such as templates and custom applications and scripts such as JavaScript files provided for purposes of customization of Service that are provided by WingArc or persons separately designated by WingArc through Service and can only be used for Service.
(8) “Information Providing Service” means to a service for browsing and referring to various types of information provided by WingArc (including, but not limited to, statistical data).
(9) "Client Program" means a program provided by WingArc (Including, but not limited to, the agent function invoiceAgent Bridge Service and tools) through this Service, and installed on a terminal or server managed by the Customer and a virtual terminal or virtual server on the cloud.

Article 2 Application
2.1. This Agreement concerning the use of the Service based on these Terms between the Customer and WingArc shall become effective when the Customer signed the application form for the Service designated by WingArc (the “Signup”) and WingArc approves the same. In the event that WingArc does not send a notification to the Customer within 10 business days from the Signup, such Signup shall be deemed as having been rejected.
2.2. The Customer shall print or input its current correct and complete information, with regard to the content of the Signup, and shall not print or input any false information. In addition, the Customer may not change or retract the content of the Signup after the signup under the previous article, without the prior approval of WingArc. Further, after this Agreement is executed, the Customer may not cancel this Agreement during the Agreement term stipulated under Article 5.

Article 3 Grant of license
3.1 Subject to this Agreement, WingArc grants to the Customer the right to use this Service in Target Country for non-exclusive, non-transferable, and the Customer’s internal business purposes only.
3.2 When using the Service, the Customer shall complete the registration process using the registration form specified by the WingArc or the Order Form, and shall acquire the information necessary for using the Service (the “Authentication Information”). The Customer shall manage the Authentication Information at its own risk, and shall not transfer, lend to another party, use it for another third party, or provide collateral for any disposition. WingArc shall not be liable for any damages caused by the use of the Authentication Information by a third party.
3.3 If the Customer’s Service plan is a fixed plan, the Customer who pays on a volume based on additional usage volume when using services in addition to a fixed quantity under the fixed rate shall either purchase additional usage volume of the Service (the additional usage volume purchased hereinafter referred to as "Additional Purchase Amount") or shall pay the unit price separately determined by WingArc after the expiration of the Agreement term, multiplied by the excess usage quantity (hereinafter referred to as "Excess Usage Quantity"). In addition, the Customer shall consume the Additional Purchase Amount for each Agreement term, and even if there is an unused end at the end of the Agreement term, it shall not be carried over to the next Agreement term.

3.4 If the Customer increases the usage volume of the Service during the contract period, the Customer shall apply to WingArc for additional purchase, and the usage volume of the Service shall be added at the time of WingArc's acceptance of such application. In such case, the fee for the Service shall be replaced with the fee including the additional purchase amount from the time of such additional usage volume.

3.5 WingArc may determine general handling methods and restrictions (including but not limited to separately determined storage capacity and other conditions) related to the use of the Service and may amend them at WingArc discretion as appropriate. The Customer shall agree that the use of the Service is not conditional upon the functions or features that are planned to be provided in the future, and is not dependent upon any oral or written external comments by WingArc regarding functions or features that are planned to be provided in the future.

Article 4 Free Trial

4.1 WingArc may provide the Customer with a free trial use of the Service (hereinafter referred to as "Free Trial"). The period of the Free Trial is 30 days from the date when the Customer starts using the service described in Order Form or until the day when the Customer starts using the paid service described in Order Form, whichever comes first (hereinafter referred to as "Free Trial Period"). Provided, however, that it does not apply if the WingArc agrees in writing. If the Customer do not transition to a paid service within the Free Trial Period, this Agreement will terminate at the end of the Free Trial Period.

4.2 In the event that the Customer uses the Service on Free Trial, WingArc may delete some or all of the data stored in the service due to improvement of this service or other reasons without the Customer's consent.

4.3 In the event that the Customer uses the Service on Free Trial, WingArc will not bear obligations such as the obligation to provide technical support, and even in the event that any Customer incurs damage due to reasons attributable to WingArc, in connection with this Agreement, WingArc shall not bear any responsibility whatsoever regarding such Customer, regardless of whether it is based on an agreement, tort, or any other theory of responsibility.

Article 5 Agreement Term

5.1 This Agreement shall come into effect when WingArc approves the Customer’s Signup, and the agreement term (referred to as "Agreement Term") shall be the period set forth by the Customer in this Order Form. Provided, however, unless otherwise specified in this Order Form, the term of this Agreement shall automatically be extended for one (1) additional year unless, not less than thirty (30) days preceding such anniversary date, either party to this Agreement shall have given written notice to the other party that such party will not extend the term of this Agreement.

5.2 Notwithstanding the preceding Article 5.1, in the event that the Agreement term of the first year stated in Order Form is less than 12 months, it is mandatory to renew the Agreement term after the first year for one year, and then follow the proviso of the preceding Article 5.1.

Article 6 Usage Fee of the Service

6.1 The Customer shall pay WingArc any and all consideration for the permission for the usage of the Service granted by WingArc to the Customer, arising under this Agreement (the “Usage Fee”).

(i) For fixed plans;
The Usage Fee shall accrue based on the Signup for the Service, and it will not be based on the actual usage of the Customer. The obligation to pay the Usage Fee is not cancellable, and the Usage Fees that are already paid will not be refunded. Unless otherwise specified in this Order Form, the Customer shall pay the Usage Fee by the end of the month following the date on which the Service is used (renewal). In addition, the payment deadline for Additional Purchase Amount and Excess Usage Quantity will be until the date specified separately by WingArc.

(ii) For volume-based plans;
Fees are accrued based on actual use of the Service and shall be paid by the end of the month following the month of use by the Customer.

6.2 In the event that WingArc does not receive the Usage Fee or Additional Purchase Amount by the
payment due date or fails to make credit card payment, WingArc, at its discretion, may take either or both of the following measures with regard to the Customer: (i) invoicing the unpaid balance for each month adding a delinquency charge at an annual rate of 14.6%, which shall accrue from the payment due date until the date of the payment, or (ii) setting a shorter payment period than set forth in the previous paragraph as a condition for the future renewal of the Agreement term.

6.3 In the event that the performance of the monetary obligation that the Customer owes to WingArc under a separate agreement between the Customer and WingArc is delayed for more than 30 days, WingArc may deprive the Customer of the benefit of time with regard to the unpaid fee of the Customer under such separate agreement, without prejudice to any other remedies and rights hereunder, and all such obligations shall become immediately payable.

6.4 Notwithstanding paragraph 2 of this Article, in the event that the Customer pays the Usage Fee, Additional Purchase Amount, or Excess Usage Quantity through the sales agent, their payment conditions shall be negotiated between the Customer and the sales agent, and the sales agent and WingArc. Provided, however, that the obligation to pay the Usage Fee, Additional Purchase Amount, or Excess Usage Quantity by the Customer shall be fulfilled when their fees are paid to WingArc.

Article 7 Technical Support
7.1 WingArc shall provide the technical support for the Service to the Customer in accordance with the support policy (Including the contents of the website (URL: https://cs.wingarc.com/en/supportpolicy/000015430?brand=ia_c) and the sites related to the website. Collectively referred to as “Support Policy”). The Support Policy may be changed at WingArc’s discretion, and the latest valid version as of the time of the providing the technical support will be applied (in the event that the URL address itself is changed, the new URL redirect or display the changed URL on the Support Policy) to the Customer. The Customer may only make technical inquiries regarding the Service to WingArc, and shall render necessary cooperation for the provision of the technical support by WingArc (including, without limitation, the separation of the cause of the bugs).

7.2 The technical support provided by WingArc is subject to the following conditions;
(1) the operating system (OS) and prerequisite software of the Customer's computer, which is the prerequisite for using this Service, are normally and standard supported by the manufacturer. With regard to the responding to the bugs, if it is necessary to distinguish as to whether such difficulties are arising out of WingArc’s services or services other than WingArc products or services (including, but not limited to hardware; hereinafter Correctively “Third Party Products”), the Customer shall cooperate as necessary with WingArc to make such distinction, by making inquiries to the manufacturers of such Third Party Products, or otherwise. In addition, in connection with such responding to difficulties, WingArc shall not bear any cost such as a system verification that Customer carry out in connection with such system verification.

Article 8 Proprietary Rights
8.1 The copyrights and all other intellectual property pertaining to the Service shall be held by WingArc or a third party who licensed the use of such intellectual property to WingArc (the “Original Right Holder”), and all rights except for those whose use were expressly permitted to the Customer by WingArc under the Terms shall be retained by WingArc or the Original Right Holder.

8.2 “invoiceAgent” is a trademark or registered trademark of WingArc.

Article 9 Template Program, etc.
9.1 The Customer may duplicate and change Template program within scope of the Service. In the event that there are Codes, the Customer shall comply with the Codes of the template program.

9.2 When the Customer installs the Client Program on equipment such as user terminals, servers and other programs that are not under the control of WingArc (hereinafter collectively referred to as “User Terminals”), the Customer agrees that WingArc will not be liable for any damages to User Terminals. The Client Program provided by WingArc shall be reproduced only for the officers and employees of the The Customer (hereinafter collectively referred to as “Employees”) regardless of Article 10 (Restrictions).

9.3 When the Customer uses programs or hardware provided by a third party (hereafter collectively referred to as “Third-Party Program”) in cooperation with Service (including, but not limited to, a case where Customer’s data is saved in a Third-Party Program), the Customer agrees that WingArc is not liable for Customer’s damage by such Third-Party Program or in relation to the use of such Third-Party Program in conjunction with Service.

Article 10 Restrictions
The Customer shall not conduct any act of the following, unless expressly permitted by Terms or WingArc through prior written consent.

(1) Act of using the Service for purposes other than the Customer's internal business operations;
(2) Act of exercising the rights granted under the Terms that goes beyond the scope authorized by these Terms;
(3) Act of producing a copy of, permitting a third party to re-use (use), re-selling, distributing or transferring the Service;
(4) Act of posting a link to the Service on the internet, framing or mirroring the content that is accessible from the Service on a server or any other internet-based device;
(5) Act of defacing or deleting the Service, or modifying, improving, analyzing (including reverse engineering), disassembling or decompling any of the programs constituting the Service;
(6) Act of pretending to be another person and using the Service, or attempting an unauthorized access to the Service, another person’s account or computer system, or a network that is connected to the Service, by password mining or other means;
(7) Act that obstructs or may obstruct the use or the operations of facilities of WingArc or others, or facilities for internet connection services;
(8) Act of sending or posting hazardous computer programs, such as viruses;
(9) Act that infringes upon or may infringe upon the rights of WingArc or a third party, such as rights concerning the honor, privacy, trust or proprietary right;
(10) Act that breaches the laws, regulations or ordinances, or acts that are against public order and morality;
(11) Act that breaches the general handling guidelines such as the user manual, set forth by WingArc, or the limitations regarding certain matters in connection with the use of the Service, that is notified to the Customer by WingArc;
(12) Act of obstructing the provision of the Service; and
(13) Act that WingArc considers inappropriate, in connection with the purposes of the above provisions.

Article 11 Access Right

11.1 The Customer shall agree that WingArc may access Service (including, but not limited to, Customer’s data) using Authentication Information after Customer’s prescribed procedures to solve technical issues or based on Customer’s request.

11.2 In the event that WingArc responds to Customer's request that exceeds the Support Policy, the Customer agrees to pay WingArc the costs of such response.

Article 12 Use of Customer’s Data

12.1 During the Agreement term of this Service, the Customer shall take, at own risk and expense, necessary measures such as taking a backup all data and information that have stored on this Service (hereinafter referred to as “Stored Data”) In order to respond to the loss of data due to equipment failure of WingArc or other reasons.

12.2 The Customer shall contact WingArc if it is necessary to return the customer's data file (PDF file etc.) uploaded to this service within 30 days after the termination of this Agreement (excluding the free trial). The Customer agrees that, after the termination of this agreement, customer data files uploaded to this Service will not be returned from WingArc, and 30 days after the termination of this Agreement regardless of whether WingArc notifies the Customer, WingArc will erase or delete the Stored Data within 180 days, and WingArc will not be liable for any damage to the Customer or any third party regarding the storage, deletion or backup of the Stored Data.

12.3 WingArc may back up Stored Data and data such as logs recorded in this Service for recovery in the event of server failure or outage without the consent of the Customer.

12.4 WingArc may use data such as Stored Data and recorded logs within the scope of various laws and regulations for the purpose of providing this service, improving quality, and improving the performance of the usage environment without the consent of the Customer.

12.5 WingArc will not disclose or release all or part of Stored Data without the Customer’s consent, unless WingArc judges that it falls under any of the following items;

(1) When requested in accordance with laws or regulations (including requests through an investigation matter inquiry form) or by decree procedure; and

(2) When necessary to protect rights of WingArc, other Customer, or third parties

12.6 This Service may be linked to the services of WingArc’s partner companies (referred to as, but not limited to, the providers of the information and contents included in this Service; hereinafter referred to as “Partners”). When the Customer uses that Partner’s service including the Service, regardless of the following article, information regarding the use of the Service (including but not limited to the usage history of the Service) may be provided to the Partner.

12.7 WingArc may use the data registered on the Service as statistical data by aggregating the number of transactions and the total amount of transactions in a manner that does not specify individual information (including, but not limited to, methods that do not specify individual customer information) and does not contain confidential information.
Article 13  Confidentiality

13.1 “Confidential information” in this Agreement refers to, excluding each of the following items, all undisclosed information, regardless its form or medium, that one party (hereinafter referred to as “Discloser”) discloses to another party (hereinafter referred to as “Recipient”) and irrespective of the form of disclosure is designated as confidential or should be reasonably understood as confidential in view of the nature of the information and disclosing situation. (a) Information that is the public domain or enters the public domain without violating obligation to Discloser (b) Information that the Recipient knew before disclosure by the Discloser without violating obligation to the Discloser and without being restricted by confidentiality obligation or other limitations (c) Information that the Recipient independently developed without violating obligation to the Discloser and without referring to Confidential Information (d) Information that the Recipient received from a third party without violating obligation to the Discloser and without being restricted by confidentiality obligation or other limitations

13.2 The Recipient shall have the following obligations, unless the Discloser explicitly agrees otherwise in writing on conditions of the following section and Section 5 of this Article. (a) Use the discloser's confidential information only to the extent necessary to fulfill the Recipient's obligations under this Agreement during only the term of this Agreement. (b) Disclose the Recipient's confidential information only to the Recipient's directors, officers, agents, employees, and their employees to the extent necessary for the Recipient to fulfill its obligations under this Agreement and exercise its rights, and do not disclose to others. (c) During the term of this Agreement and for two years after its termination, keep confidentiality of the Discloser's confidential information strictly and prevent illegal use or disclosure of the Discloser's confidential information with due care of a prudent manager. (d) Confirm that a person to whom the Recipient discloses the Discloser's Confidential Information complies with requirements and restrictions defined in the above items (a), (b) and (c) (on conditions of the following section and Section 5 of this Article), and is subject to a confidentiality obligation at least as strict as stipulated in this Agreement on conditions of employment or reception of Confidential Information.

13.3 Notwithstanding restrictions set forth in the preceding section, the Recipient may disclose the Discloser’s Confidential Information when required by valid orders of courts or administrative agencies with jurisdiction and authority or by applicable laws and regulations; provided, however, that the Recipient shall give reasonable advance notice (as far as legally permissible) of the disclosure to the Discloser, and based on the Discloser’s request, at the Discloser’s expense, reasonably support the Discloser to prevent future disclosure or use of the Discloser’s Confidential Information or to gain orders to provide limitations or other remedies.

13.4 Notwithstanding Section 2 of this Article, the Recipient may disclose the Discloser’s Confidential Information to the Recipient’s legal, accounting, or financial advisors to the extent necessary for genuine legal, accounting and tax purposes; provided, however, that the Discloser shall confirm that such persons comply with requirements and restrictions stipulated in items (1), (2) and (3) of Section 3.

13.5 Each party shall comply with laws and regulations concerning personal information and privacy protection and confirm that their own directors, officers, agents, employees, and their employees comply with them.

13.6 Each party shall agree that damage compensation is not sufficient relief for the Discloser if the Recipient violates or might violate any of the provisions of this Article; therefore, in addition to remedy available to the Discloser, the Discloser has a right to seek remedy by injunction against the violation or the violation risk.

13.7 The Recipient shall have the following obligations by the Discloser’s written request at expiration or termination of this Agreement (or upon the Discloser’s written request prior thereto). (a) The Recipient shall, irrespective of form or medium, promptly deliver to the Discloser all Discloser’s Confidential Information and all originals and copies of all documents, records, data and materials containing such confidential information under the Recipient’s ownership or control, and erase the Discloser’s confidential information from the Recipient’s computer systems, search systems and database. (b) The Recipient shall request observation of this section to those whom the Recipient provided the Discloser’s confidential information.

13.8 Notwithstanding the preceding section, WingArc’s obligation concerning return or disposal of Stored Data after expiration, termination or cancellation of this Agreement shall comply only with the Article 13.

Article 14  Temporary Suspension, Stoppage of Service

14.1 In the event that a situation that falls under any of the categories below occurs, or any similar situation is recognized, WingArc may temporarily discontinue or stop all or part of the use of the Service, and shall not bear any responsibility whatsoever with regard to the same. (a) In the event that a discontinuance of a project for the maintenance or construction, or a malfunctioning of the Service system (meaning the facility necessary for the provision of the Service, installed by WingArc, and the same shall apply hereinafter) occurs, or when there are other inevitable causes; (b) In the event that a power/telecommunication business operator discontinues or stops its operations concerning power or
Article 15 Suspension and Stop of Service by Customer's reasons

15.1 In the event of any situation that falls under or is similar to the situations in the below categories, WingArc may discontinue or stop all or part of the availability of the Service with regard to the Customer, limiting the time period, and WingArc shall not be responsible for any consequences whatsoever arising in connection with the above. (a) In the event that it turns out that the Customer printed or input false information at the time of the Signup for the Service or other procedures designated by WingArc; (b) In the event that the Customer’s monetary obligation owed to WingArc is not performed; (c) In the event that the Customer breaches the provisions in Article 10 (Restrictions) setting forth the Customer’s obligations; (d) In the event that the Customer has been subject to a petition for provisional seizure, provisional disposition, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation or in the event that the Customer himself/herself files a petition for the same; (e) In the event that a disposition of delinquency or an enforcement is imposed upon the Customer regarding taxes and public dues, or in the event that the Customer is subject to other dispositions by a relevant authority or a disposition for trading suspension at a clearing house; (f) In the event that the Customer has been subject to an operation suspension disposition or cancellation of its business license or business registration from a supervisory authority; (g) In the event that the Customer passes a resolution to abolish its business or to dissolve; (h) In the event that there is a factor that indicates the worsening of the Customer’s economic credit standing such as a payment suspension or the commencement of voluntary liquidation, or in the event that there is a factor that reasonably indicates the possibility of such worsening; (i) In the event that WingArc considers that the Customer has engaged in an act that breaches the Terms, and that may obstruct the implementation of WingArc’s operations or the Service system; and (j) In the event that WingArc decides that the manner of use of the Service by the Customer may do harm to the benefit of WingArc or the other Customer, and when there are no other effective measures that can be taken in order to secure such benefits.

15.2 In the event that WingArc intends to stop the Service in accordance with the provisions in the previous paragraph, WingArc notifies the Customer in a manner defined by WingArc in advance. However, when notification is virtually impossible or WingArc judges it urgent and unavoidable, WingArc may suspend or stop the Service without notifying Customer.

15.3 In the event that the period of suspension or stoppage of the Service based on this Article exceeds 30 days, WingArc shall bear no liability for loss of Stored Data.

Article 16 Responsibility of the Customer

16.1 The Customer must comply with the laws, treaties, rules and regulations relating to the use of the Service.

16.2 In the event that the Customer finds out that there has been or there may have been a breach of the information security policy in connection with the use of the Service or Unauthorized use of Authentication Information, the Customer shall notify WingArc immediately. In addition, the Customer shall consent that, in the event that the Customer learn that there has been or there may have been an act of copying or distributing any of the modules or documents constituting the Service, the Customer will make their best effort to have such act terminated immediately.

16.3 WingArc shall not in any way be responsible for the consequences of unauthorized access or modification to the Customer’s telecommunication or data, information that is sent or received
(regardless of whether WingArc actually receives it or not), data, transactions carried out through the Service, or the consequences resulting from a breach of the Terms.

16.4 Except when otherwise stipulated in the Terms, the Customer shall resolve any disputes arising with a third party in connection with the use of the Service at their own responsibility, and shall not inflict any damage upon WingArc or any third party.

**Article 17  No Warranty and Disclaimer**

17.1 The Service shall be provided as is, and the Customer shall use the same at their own responsibility. WingArc does not make any warranties regarding the merchantability, reliability, timeliness, quality, compatibility, fitness for a particular purpose, truthfulness, constant availability, accuracy and completeness of the Service, that any errors or defects will be corrected, or that there are no viruses or other harmful factors with regard to the servers, that are made available, in connection with the Service. In addition, WingArc will not be responsible for changing the specification of the Service.

17.2 The Customer shall consent to the fact that the network used in the Service may be limited or delayed due to factors such as the usage rate of the network or the amount of data transmission such as electronic transactions.

17.3 The Customer shall consent that WingArc shall not in any way be responsible to the Customer or a third party, even if the Customer’ data that the Customer have forwarded to, sent through or accumulated in WingArc’s server is destroyed or lost for whatever reason or data is damaged or lost in the test environment of the Service provided by the Third Party Provider related to the Service. In addition, WingArc shall not in any way be responsible for any delays, damage, and loss of data due to such delays under the previous paragraph.

17.4 WingArc shall not be responsible for any damages caused by any of the following; (a) damage incurred by the Customer due to force majeure such as natural disasters, unrest and riots; (b) damage incurred by the Customer due to malfunctions of the Customer’ telecommunication environment, such as the malfunction of the internet connection service used to connect to the Service system; (c) damage incurred by the Customer due to the malfunction of power or telecommunication services provided by a third party; (d) damage incurred by the Customer due to unauthorized access to the Service System or wiretapping through a telecommunication route that are unavoidable, even with the due care of a prudent manager; (e) damage incurred by the Customer due to a product of a third party, such as hardware, software or a database, which are not developed or manufactured by WingArc; (f) damage incurred by the Customer due to an order of a government agency with authority or an enforced disposition based on a law or regulation; or (g) damage incurred by the Customer due to a matter that is not attributable to WingArc.

17.5 WingArc may from time to time provide links within the Service for the convenience of the Customer. In such case, WingArc shall not bear any responsibility whatsoever with regard to any linked websites on the internet, or the content, products or other features that are available through any such website.

**Article 18  Limited Liability**

18.1 In connection with this Agreement, WingArc shall be liable for normal and actual damage caused to the Customer directly by reasons attributable to WingArc when damage to the Customer is caused by reasons attributable to WingArc; provided, however, that the scope of such damage liability shall not exceed the Usage Fee of the previous six months paid by the Customer pursuant to this Agreement (excluding the first-year expenses and other fees), whether based on contract liability, tort liability, except where excluded by laws and regulations.

18.2 WingArc shall not be liable to the Customer for any lost profit / income, or indirect, special, accidental, consequential, compensatory or punitive damages for any cause, even based on contract, tort, or even if WingArc has been told by the Customer or any other third party about the possibility of such damages. When application of this Article is prohibited by laws and regulations of the Target Country, it shall not apply to that extent.

**Article 19  Termination**

19.1 In the event that any of the following occurs with regard to any of the Customer, WingArc may terminate this Agreement without giving any notification or demand: (a) in the event that the Customer breaches any of the provisions of the Terms, and such breach is not corrected even after a demand for the correction thereof is made with an appropriate time window; (b) in the event that the Customer is subject to a petition for provisional seizure, provisional disposition, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation or in the event that the Customer himself/herself/itself files a petition for the same; (c) in the event that a disposition of delinquency or an enforcement is imposed upon the Customer regarding taxes and public dues, or in the event that the Customer is subject to other dispositions by a relevant authority or a disposition for
trading suspension at a clearing house; (d) in the event that the Customer has been subject to an operation suspension disposition or cancellation of its business license or business registration from a supervisory authority; (e) in the event that the Customer passes a resolution to abolish its business or to dissolve; (f) in the event that there is a factor that indicates the worsening of the Customer’s economic credit standing such as a payment suspension or voluntary liquidation, or in the event that there is a factor that reasonably indicates the possibility of such worsening; or (f) in the event that the Customer grossly breaches these Terms or engages in an act that ruins the relationship of mutual trust.

19.2 The termination set forth in the previous paragraph shall not obstruct the claim for compensation for damages by WingArc to its Customer, and in the event that any Customer falls under any of the categories in the previous paragraph, such Customer shall lose its benefit of time regarding all of its obligations owed to WingArc.

19.3 In the event that this Agreement is terminated under Article 19.1, WingArc shall not bear the duty to refund the Usage Fee of the Service that it has received from the Customer.

**Article 20  Anti-Corruption**

20.1 Each party shall comply with all applicable anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("UKBA"), the Japanese Unfair Competition Prevention Act ("JUCPA") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement, and shall not, directly or indirectly through a third party, pay, offer, promise to pay, or give anything of value to any person, including an employee or official of a government, government controlled enterprise or company, or political party, for the purpose of or knowing that it will be used for obtaining any improper benefit or to improperly influence any act or decision by such person or party for obtaining, retaining, or directing business.

20.2 Each party as of the effective date of the Agreement, represents and warrants that: (a) it has not violated, nor has been found by any governmental authority to have violated, the FCPA, the UKBA, the JUCPA or any other applicable anti-corruption laws and regulations, and (b) it has no knowledge or reason to believe that any governmental authority is considering any proceeding related to any of the foregoing.

20.3 In the event that the party comes to have knowledge of any potential violation of the FCPA, the UKBA, the JUCPA or any other applicable anti-corruption laws and regulations, it shall immediately notify the other party thereof in writing.

20.4 Each party may terminate the Agreement, without penalty, if it reasonably believes that the other party is in violation of the FCPA, the UKBA, the JUCPA or other applicable anti-corruption laws and regulations.

**Article 21  Termination of the Service**

21.1 In the event that a Customer breaches any of the provisions of the Terms, WingArc may stop or terminate the Customer’s usage right of the Service at its discretion, by notifying the Customer. In the event that the Customer receives such notification, the Customer shall promptly discontinue the use of the Service, and delete its registration.

21.2 In the event that WingArc falls under any of the following categories, it may abolish all or part of the Service: (a) in the event that it notifies the Customer of the abolishment two months or more prior to the abolishment date; or (b) In the event that the Service is no longer available by force majeure, such as natural disasters.

**Article 22  Indemnification by the Customer**

In the event that any claims, fees, damages, losses, obligations or costs (including attorney’s fees) arise from the fraudulent use of the Service or a breach of these Terms, or in connection with the forgoing, Customer shall indemnify WingArc of the same, and shall not let any damage occur upon WingArc.

**Article 23  Infringement of Third Party’s Rights**

23.1 In the event that a third party makes a judicial or non-judicial claim to any of the Customer, alleging that the content of the Service or the means of use, infringes upon or has infringed upon a third party’s intellectual property right in Japan, such the Customer shall promptly notify WingArc (and any third party designated by WingArc) of the fact that the claim has been made and the content thereof, virtually grant an opportunity to participate in the proceedings of the negotiation or lawsuit with such third party and all decision making rights (including, without limitation, the decision right regarding the appointment of an attorney), and on the condition that the Customer provides necessary cooperation to WingArc, WingArc shall resolve the claim at its own cost and responsibility, and shall compensate for the damages incurred by the Customer in connection thereto, to a reasonable extent.

23.2 In the event that the cause of claim in the preceding section is not attributable to WingArc, WingArc will
Article 24  Modification of the Terms
WingArc may at any time modify the Terms or the content of the Service. In the event that WingArc intends to modify the Terms, WingArc shall post on its website for the Customer, the timing of such modification and the content of the Terms after the modification. In such case, if the Customer continue their use of the Service after the time of such modification, the Customer will be deemed as having consented to the modification.

Article 25  Subcontract
WingArc may subcontract all or part of Service to a third party. In this case, WingArc shall subcontract at its own risk and expense, and shall ensure that the subcontractor complies with all obligations under this Terms.

Article 26  Feedback
WingArc shall hold a free, global, transferrable, sublicenseable, irrevocable and permanent license under which it may use and incorporate into the Service, any proposals, requests for improvement, suggestions or any other feedback provided by the Customer in connection with the operation of the Service.

Article 27  Survival
Articles 4.3, 6, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19.3, 22, 23, 26 and 28 shall survive the termination or expiration of this Agreement.

Article 28  General
28.1 This Agreement shall be governed by the laws of Japan.
28.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Japan Commercial Arbitration Association ("JCAA") in accordance with the Arbitration Rules of the Commercial Arbitration Rules of the Japan Commercial Arbitration Association ("JCAA Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Tokyo. The language of the arbitration shall be Japanese.
28.3 Except in cases that it is otherwise stated in the Terms or there is a written agreement signed by both the Customer and WingArc, the letters or information stated in printed forms or documents, such as the order forms designated by the Customer will not have the effect of making additions or modifications to the provisions or conditions of the Terms.
28.4 In the event that any of the provisions of the Terms is ruled as invalid or unenforceable by a court with jurisdiction, the provision shall be construed in the way that best reflects the intent of the provision which has been ruled as invalid or unenforceable, and the other provisions shall remain valid.
28.5 This Agreement or the use of the Service does not constitute a joint venture relationship, partnership, employer-employee relationship or an agency relationship between the Customer and WingArc. In addition, even if WingArc does not enforce the rights under or the provisions of this Agreement, such fact does not indicate that WingArc has waived such right or provision, unless WingArc consents in writing.
28.6 This Agreement constitutes the whole agreement of the Customer and WingArc, with respect to the subject matter hereof, and shall supersede all previous or contemporaneous negotiations, discussions and agreements, whether written or oral.
28.7 The Customer and WingArc must not transfer to a third party or let any third party take over all or part of any rights or obligations arising under this Agreement, without obtaining the prior written consent of the other party.
28.8 With regard to any and all claims or disputes, etc., concerning the use of the Service, the Customer shall resolve the same with WingArc under the conditions of this Agreement, and shall consent to the fact that WingArc will not bear any responsibility except for those stated in the Terms, and that any agreements between the Customer and any third party will not affect WingArc.

Article 29  Special provisions for other services
29.1 The Customer shall consent to the fact that since the Service is a program which is provided in collaboration with the service provided by the third party (hereinafter referred to as "Third Party Provider"), there may be cases where the Service is not available where the relevant service of Third Party Provider is not provided to the Customer, that in the case that the Customer send any electronic data or information that they have saved in Third Party Provider's system (the "Send Information") outside Third Party Provider's system, the Send Information is sent outside the system of Third Party
Provider, and that in such case and to such extent, Third Party Provider will not be responsible for the
protection, safety or completeness of personal information regarding the Send Information.

29.2 The Customer shall consent to the fact that in connection with the use of the Service, the execution of a
usage agreement concerning the service provided by Third Party Provider between Third Party
Provider and the Customer. In addition, the Customer shall understand that the responsibility
centering the results of any changes to information such as any data on Third Party Provider’s system
using the Service will be borne by the Customer.

29.3 The Customer consent to the fact that WingArc may provide Third Party Provider with information
relating to the Customer, in order to respond to the Customer’s needs.

29.4 The Service is provided by WingArc based on the agreement between WingArc and Third Party
Provider, and in the event that the said agreement is terminated, this Agreement will also be
terminated; provided, however, that WingArc shall make its best effort to notify the Customer of the
termination of this Agreement in advance, and discuss its future support with its Customer.

Article 30  Third Party Use

30.1 Subject to Customer's compliance with these Terms, WingArc authorizes Customer to allow a third party
to use the Service to the extent necessary for the purpose of use of the Service by Customer (provided,
however, that such use shall be for non-commercial purposes) (the third party to whom the use of the
Service is authorized is referred to as "Subject Party"). Non-commercial use shall mean the case where
the Customer does not receive any fee or other consideration from the third party for allowing the third
party to use the Service, or the case where WingArc separately approves the use of the Service by the
Customer.

30.2 In the event that the Subject Party uses the Service in accordance with the preceding paragraph, the
Customer shall be obligated to have the Subject Party comply with the terms and conditions equivalent
to these Terms and shall be liable to WingArc for any and all liability in connection with the Subject
Party's use of the Service. Any violation of these Terms by Subject Party shall be deemed to be a
violation of these Terms by the Customer, and WingArc may terminate this Agreement in the event of
such violation.

30.3 Notwithstanding the terms for use limited to the Target Country, if the Customer allows a third party
outside the Target Country to use the Services under the these Terms, the Customer shall comply with
and cause the third party to comply with treaties and laws (including but not limited to export-related
laws and local laws outside the Target Country) regarding such use by the third party outside the
Target Country. In addition, in the event that WingArc incurs any damage due to such treaties and
laws, the Customer shall be liable to compensate WingArc for such damage.

30.4 WingArc shall not be obligated to provide Subject Party with any contents and information (including
but not limited to manuals and problem information) necessary for the use of the Service, which shall
be provided by the Customer to Subject Party at the Customer's own responsibility. Customer agrees
that WingArc shall not respond to any request from the Subject Party to provide technical support
directly to WingArc with respect to the Service.

End of document
June 18, 2022