

MONO-X Software Terms of Use

Revised: December 11, 2024

The MONO-X Software Terms of Use (hereinafter referred to as the "Terms of Use") stipulate the terms and conditions of use of the software provided by MONO-X Inc. (hereinafter referred to as "Party A") to the customer (hereinafter referred to as "Party B").

Article 1. Target Software

1. The software (hereinafter referred to as the "Software") to which the Terms of Use apply is set forth in the order form or other application documents (hereinafter referred to as "application documents"). The Software includes upgraded and updated versions provided to Party B by Party A during the period of use (hereinafter referred to as the "subscription period").

Article 2. Grant of License

1. Party A will grant Party B a license to use the Software (hereinafter referred to as the "License") during the subscription period, on the condition that Party B pays the usage fee.
2. The License shall be granted on a non-exclusive and non-transferable basis.
3. Party B may not sublicense the License to a third party, unless otherwise authorized by Party A.

Article 3. Application and Subscription Period

1. A use agreement based on the Terms of Use (hereinafter referred to as the "Agreement") is concluded when Party B submits application documents to Party A upon agreeing to the Terms of Use and other related terms and conditions, and when Party A accepts said application. However, Party A may not accept the application from Party B if Party B falls under any of the following items:
 - (a) When Party B has submitted false information at the time of application
 - (b) When Party B has made a late payment for the Software or any other transaction with Party A in the past
 - (c) When Party A has determined the application to be otherwise inappropriate
2. The subscription period for the Software begins from the commencement date stated in the application documents or from the commencement date separately agreed upon by Party A and Party B. If neither Party A nor Party B objects in writing at least one (1) month prior to the expiration date of the subscription period, the Agreement shall be extended for a period separately agreed upon by Party A and Party B with the same contents, starting from the day following the expiration date of the subscription period. The same shall also apply thereafter. However, if there is no separate agreement between Party A and Party B on the extension period, the Agreement shall be extended for the same period as the initial agreement period.
3. In the event of a discrepancy between the Terms of Use and the application documents, the content of the application documents shall take precedence.

Article 4. Point of Contact

1. Party A will provide Party B with a point of contact for inquiries regarding the Software during the subscription period, within the service hours separately specified by Party A, on the condition that Party B pays the usage fee. In the event of any change in service hours, etc., Party A shall notify Party B.
2. If Party A deems it necessary, such as for emergencies, Party A may provide a point of contact outside regular service hours, notwithstanding the provisions of the preceding paragraph.
3. In providing the point of contact, Party A will assist in resolving problems with the Software, but does not guarantee complete resolution of problems or unclear points raised by Party B. Party A does not guarantee the accuracy, completeness, or usefulness of the information provided by the point of contact, except in cases of willful misconduct or gross negligence on the part of Party A.

Article 5. Usage Fee

1. Party B shall pay to Party A a fee for using the Software as set forth in the application documents, in accordance with the payment terms set forth in the application documents. If Party B fails to pay the usage fee or other obligations even after

the due date, Party B shall pay to Party A, as a late payment penalty, an amount calculated at the rate of 14.6% per annum from the day after the due date until full payment is made.

2. Party B shall pay the usage fee set forth in the preceding paragraph in accordance with the payment method specified in the application documents. Any bank transfer charges or other costs incurred in making the payment shall be borne by Party B.
3. Even if Party B terminates the use of the Software in the middle of the subscription period, Party B shall pay to Party A the usage fee until the expiration of the subscription period, regardless of the reason. Party A shall not refund any money already paid to Party A, regardless of the name of the money, for any reason.

Article 6. Free Trial

1. During the trial period, Party B may use the Software on a trial basis within the scope separately determined by Party A.
2. The trial period shall be the period separately notified to Party B by Party A. If Party B wishes to continue using the Software after the trial period has expired, Party B must separately apply for regular use from Party A and enter into a license agreement for the Software. Under no other circumstances will Party B be able to try or use the Software after the trial period has expired.
3. If Party B wishes to apply for regular use of the Software, Party B shall perform the application procedures by following the application method separately notified by Party A.
4. Even during the trial period, Party A may suspend, cancel, or terminate the trial period at its own convenience. In such cases, no alternative services or any other compensation will be provided.

Article 7. Ownership of Rights

1. All copyrights to the Software and accompanying documentation, and all rights to inventions, ideas, designs, know-how, or other intellectual property used or implemented in the Software and accompanying documentation (hereinafter referred to as "intellectual property rights") shall belong to Party A, except for those belonging to third parties. The intellectual property rights of the Software shall not be transferred from Party A to Party B by the conclusion of the Agreement or the granting of a license to use the Software.

Article 8. Warranty

1. Party A guarantees that during the subscription period, the operation of the Software will substantially conform to the essential specifications of the Software as set forth in the product description materials, etc.
2. Except for the warranty set forth in the preceding paragraph, Party A does not provide Party B with any other warranty, including but not limited to the functionality, completeness, accuracy, suitability for the purpose of Party B's implementation of the Software, or non-infringement on third party rights.
3. If the Software does not substantially conform to the essential specifications or if a bug or other defect occurs, Party A will provide Party B with a patch to correct the Software. However, the timing of the correction to the Software shall be determined at the discretion of Party A, and Party A's responsibility to Party B will be deemed to have been fulfilled in full with the provision of the patch.
4. Party A shall not be liable for any direct or other indirect damages or implied warranties for any damages incurred by Party B due to any of the following reasons (but not limited to these reasons) that are not attributable to Party A.
 - (a) Use of the Software in an environment that differs from the prescribed operating environment
 - (b) Modification or alteration of the Software by any person other than Party A
 - (c) Malfunction of the network or operating environment caused by the combination of the Software with third-party software or hardware
 - (d) Performance of emergency or planned maintenance
 - (e) Natural disaster, such as earthquake, typhoon, flood, or storm; outbreak of infectious disease; or war, civil unrest, or riot
 - (f) Order by an administrative or judicial body to cease operations
 - (g) Failure of Party B's equipment
 - (h) Suspension or defects in services provided by the cloud environment or other cloud service providers
 - (i) Inability to provide services due to unexpected attacks such as unauthorized access
 - (j) Other reasons that cannot be attributed to Party A

5. The provisions of this Article stipulate all liability of Party A with respect to the warranty of the Software, and Party B may not make any other claims.
6. Party A shall not be responsible for adverse effects resulting from the execution of the Software by Party B.

Article 9. Modification or Suspension of the Software

1. Party A may change or add all or part of the contents of the Software without prior notice to Party B. However, Party A does not guarantee that such changes or additions will maintain all of the functions and performance of the Software prior to the changes or additions.
2. Party A may suspend or interrupt all or part of the use of the Software in any of the cases listed below. In such cases, Party A shall endeavor to notify the user as far in advance as possible.
 - (a) Periodic or emergency inspection or maintenance of computer systems related to the provision of the Software.
 - (b) Accident-caused shutdown of computers, communication lines, etc. used to provide the Software.
 - (c) The Software cannot be provided due to force majeure, such as fire, power outage, epidemic, or natural disaster.
 - (d) Other case where Party A reasonably determines that suspension or interruption of the Software is necessary.
3. Party A may terminate all or part of the provision of the Software without prior notice to Party B.
4. Party A shall not be liable for any loss or damage incurred by Party B as a result of this Article.

Article 10. Prohibited Actions

1. The actions listed in the following items are prohibited. If Party B violates any of these prohibitions, Party A reserves the right to halt that action without prior notice to Party B. This provision does not prevent Party A's right to claim damages.
 - (a) Sell, transfer, lend, or otherwise dispose of all or part of the Software, related materials, or other contractual status without the prior consent of Party A.
 - (b) Use the Software beyond the scope of use permitted by Party A, such as installing the Software on a network server and allowing users within Party B's organization to access and use the network server from computers, devices, or other equipment.
 - (c) Modify or reverse engineer the computer program of the Software.
 - (d) Violate the laws and regulations of Japan or of the country or region where Party B is located at the time of use.
 - (e) Damage the Software itself, or destroy or interfere with the functionality of the Software's server or network.
 - (f) Provide benefits directly or indirectly to antisocial forces in relation to the Software.
 - (g) Use the Software to provide services similar to the Software.
 - (h) Incorporate the Software into another service and provide the service to a third party.
 - (i) Engage in any unauthorized access to the Software, distribute computer viruses, or engage in any other activity that interferes with or may interfere with the normal operation of the Software.
 - (j) Use the ID and password of this Software illegally.
 - (k) Infringe on the intellectual property rights of third parties.
 - (l) Violate the personal rights of third parties, such as honor, trust, privacy, and portrait rights.
 - (m) Act against public order and morals.
 - (n) Engage in criminal acts or actions that lead to criminal acts.
 - (o) Engage in any other action that Party A deems inappropriate.
2. Party A shall determine at its own discretion whether any of the prohibited actions set forth in the preceding paragraph applies, and Party A shall not be obligated to explain the criteria for its determination.

Article 11. Handling of Data, etc.

1. With regard to products of the Software provided on the cloud, Party A may view and use various information that Party B can manage using the cloud product (including but not limited to user product operation logs and event management information; hereinafter referred to as "data, etc.").
2. Party A may use data, etc. only for the following purposes:
 - (a) To provide user support such as updates and maintenance of the Software
 - (b) To improve the functionality and quality of the Software, for development and sales promotion
3. Party A shall manage data, etc. by taking necessary and appropriate safety management measures.

Article 12. Limitation of Liability

1. The extent of liability of Party A to Party B with respect to the Software or Terms of Use, etc. shall be limited to ordinary damage actually incurred by Party B as a direct result of reasons attributable to Party A or Party A's breach of the Agreement, etc. The amount of damages shall in no event exceed the amount equivalent to the usage fees for the past three (3) months (or relevant period if less than three (3) months) up to the month prior to the occurrence of said damage. Party A shall not be liable for damage caused by a reason not attributable to Party A, damage caused by special circumstances whether or not foreseen by Party A, lost profit, or indirect damage.

Article 13. Measures Upon Termination of the Agreement

1. Upon termination of the Agreement, Party B must immediately return the Software and any copies of it to Party A at Party B's expense, or destroy or delete all of them, in accordance with Party A's instructions, within seven (7) days after termination of the Agreement.
2. If Party B destroys or deletes the Software and any copies of it in accordance with the preceding paragraph, Party B must submit a certificate of destruction to Party A upon Party A's request.

Article 14. Responsibilities of Party B

1. If Party A instructs Party B to take necessary actions for the smooth provision of the Software, Party B shall comply with such instructions.
2. In the event that a complaint or claim is made or a lawsuit is filed against Party A by a third party in connection with Party B's individual use of the Software, Party B shall settle such complaint, claim, or lawsuit at its own responsibility and expense, unless a reason attributable to Party A exists. In addition, if Party A incurs expenses or pays damages or other compensation in connection with such complaints, claims, or lawsuits, Party B shall be responsible for any expenses and damages paid by Party A (including attorney's fees paid by Party A).
3. If Party B causes damage to Party A in connection with a violation of the Terms of Use or use of the Software, Party B shall compensate Party A for said damage (including lost profit and attorney's fees).

Article 15. Confidentiality

1. The parties hereto shall keep any confidential information disclosed or provided by the other party strictly confidential and shall not disclose or divulge such information to any third party.

Article 16. Outsourcing

1. Party A may outsource all or part of the operations related to the provision of the Software to a third party designated by Party A.

Article 17. Termination

1. Party A may terminate the use agreement with Party B without any notice or demand in the following cases:
 - (a) When Party B fails to pay the Software fee or other obligations even after the prescribed payment due date, or if Party A determines that Party B has violated or is likely to violate any of the other material terms and conditions set forth in the Terms of Use
 - (b) When Party B violates a provision of the Terms of Use and fails to correct the violation within seven (7) days after being notified by Party A to that effect
 - (c) When Party A determines that Party B's credit is unstable, such as Party B being subject to bankruptcy or civil rehabilitation proceedings, or Party B being subject to settlement after Party B itself files a petition for such proceedings, or being subject to seizure, provisional seizure, provisional disposition, application for auction, seizure due to tax default, or suspension of payment by a third party
 - (d) When Party B is subject to a disposition by suspension of business, or revocation of business license or business registration by the supervisory authority
 - (e) When Party A determines that Party B is or may be an antisocial force, or member or related party of such a group
 - (f) When Party B is subject to a capital reduction, transfer, abolition, or change of all or a material part of its business, corporate separation, merger, or dissolution (including dissolution pursuant to laws and regulations)
 - (g) When Party A has tried to contact Party B, but has received no response for two (2) months

- (h) In any other cases where Party A determines that it is difficult to maintain a contractual relationship between Party A and Party B, such as when a relationship of trust between Party A and Party B has been lost
- 2. When the Agreement for the Software is canceled or terminated in accordance with the preceding paragraph, Party A shall delete materials of Party B that are in its possession.
- 3. Party A shall not be liable for any damage incurred by Party B due to cancellation or termination of the Agreement for the Software or deletion of Party B's materials by Party A in accordance with this Article.
- 4. If the Agreement is terminated in accordance with the measures in Paragraph 1, Party B shall forfeit the benefit of the term at the time of termination and shall immediately perform all obligations owed to Party A and shall delete the Software.

Article 18. Audit

- 1. When Party B is requested by Party A to report on the usage status of the Software, Party B must immediately report the status.
- 2. If Party A deems it necessary to conduct an audit, Party A may, upon prior written notice to Party B, conduct an audit of the usage status of the Software by Party A or a third party commissioned by Party A. The costs required to conduct the audit shall be borne by Party B.

Article 19. Prohibition of Transfer of Status

- 1. Party B may not transfer its status under the Agreement, or transfer to a third party, have a third party succeed, establish a security interest in, or otherwise dispose of all or part of its rights and obligations under the Agreement, without Party A's prior written consent.
- 2. If Party A transfers the business related to the Software to another company, Party A may transfer its status under the Agreement, its rights and obligations under the Agreement, as well as Party B's registration details and other customer information to the transferee of such transfer, and Party B shall agree to such transfer in advance under this paragraph. The business transfer stipulated in this paragraph shall include not only ordinary business transfers, but also company splits and any other cases in which a business is transferred.

Article 20. Disclosure of Case Examples

- 1. Unless otherwise requested by Party B, Party A may disclose Party B's name as a company that has introduced the Software.
- 2. Party B grants permission for Party A to use the logo, trademark, etc. of Party B when Party A discloses Party B's company name in accordance with the preceding paragraph.

Article 21. Elimination of Relationships with Antisocial Forces

- 1. Party A and Party B represent and warrant the matters specified in the following items:
 - (a) Party A and Party B represent and warrant that they do not now, nor will they in the future, fall under any of the following categories: organized crime group, member of an organized crime group, associate member of an organized crime group, company affiliated with an organized crime group, corporate racketeer, social agitator, political agitator, organized crime syndicate, group or individual who pursues economic benefit by using violence, force, or fraudulent methods, or anti-market forces (hereinafter collectively referred to as "antisocial forces").
 - (b) Party A and Party B represent and warrant that they do not now, nor will they in the future, have the following relationships with the antisocial forces set forth in the preceding paragraph or persons closely connected to the antisocial forces (hereinafter referred to as "persons connected to antisocial forces" including the antisocial forces):
 - (i) a relationship in which its management is controlled by persons connected to antisocial forces, (ii) a relationship in which persons connected to antisocial forces are substantively involved in its management, (iii) a relationship in which it provides funds or favors to persons connected to antisocial forces, or (iv) any other relationship with persons connected to antisocial forces that is considered socially reprehensible.
 - (c) Party A and Party B represent and warrant that they do not now, nor will they in the future, either themselves or utilizing a third party, (i) make violent demands, (ii) make unreasonable demands beyond its legal responsibility, (iii) engage in verbal or physical threats or use violence in connection with transactions, (iv) spread rumors, using fraudulent means or force, to damage the credibility of Party A or Party B or to obstruct their business, or (v) engage in similar acts.

- (d) Party A and Party B represent and warrant that they do not now, nor will they in the future, allow any person connected to antisocial forces to use its name.
- 2. Party A and Party B must immediately notify the other party if they become aware of any violation of any item of the preceding paragraph.

Article 22. Revisions

- 1. Party A may revise the Terms of Use, in whole or in part. In such cases, Party A shall determine the effective date of the revised Terms of Use, and shall publicize the fact that the Terms of Use will be revised, as well as the content and effective date of the revised Terms of Use, by posting such information on its website or by other means in advance.
- 2. If Party B does not agree to the revisions in the Terms of Use, Party B may terminate the agreement until the revisions become effective. If, however, Party B uses the Software after the Terms of Use have been revised, Party B will be deemed to have agreed to the revisions.
- 3. The revised Terms of Use shall be effective from the declared effective date, unless otherwise specified.

Article 23. Separability

- 1. If any provision or part of the Terms of Use is determined to be invalid or unenforceable under applicable law, the remaining provisions of the Terms of Use and the remaining portions of any provision determined to be invalid or unenforceable shall remain in full force and effect. Party A and Party B shall endeavor to modify such invalid or unenforceable provision or portion to the extent necessary to make it legal and enforceable, and to ensure that the intent and legal and economic effect of such modified provision or portion is equivalent to the intent of the invalid or unenforceable provision or portion.
- 2. If any provision or part of the Terms of Use is determined to be invalid or unenforceable in relation to a user of the Software other than Party B, such invalidity or unenforceability shall not affect the validity, etc. in relationship to Party B.

Article 24. Governing Law and Court of Jurisdiction

- 1. The formation, validity, and interpretation of the Agreement shall be governed by the laws of Japan. The Tokyo District Court shall be the exclusive court of first jurisdiction for any disputes between Party A and Party B arising out of or in connection with the Agreement and use of the Software.

Special Provisions on the Use of AI-Related Products

Established: December 11, 2024

The Special Provisions on the Use of AI-Related Products (hereinafter referred to as the "Special Provisions") stipulate the use of products, functions, and tools that use generative AI or AI (hereinafter referred to as "AI-related products") provided by MONO-X Inc. (hereinafter referred to as "Party A").

Article 1. Purpose

1. AI-related products to which the Special Provisions apply are set forth in the order form or other application documents (hereinafter referred to as "application documents").
2. The Special Provisions apply in addition to the MONO-X Software Terms of Use (hereinafter referred to as the "Terms of Use").

Article 2. Available Areas

1. Party B may use AI-related products only if it meets the following conditions:
 - (a) Party B resides or is located in Japan
 - (b) Party B uses the AI-related products only in Japan

Article 3. Provision

1. The information entered by the customer (hereinafter referred to as "Party B") into the AI-related product (hereinafter referred to as "Party B Input Information") will be shared with the service provider and Party A, the administrator of the product provision environment. Party B Input Information will be handled as follows:
 - (a) Service Provider
It will be handled in accordance with the terms and conditions of each service provider's data privacy policy. MONO-X AI, a product provided by Party A, uses Azure OpenAI Service, and the following data policy set by Microsoft Corporation, the provider of the service, applies.
<https://learn.microsoft.com/ja-jp/legal/cognitive-services/openai/data-privacy?context=%2Fazure%2Fai-services%2Fopenai%2Fcontext%2Fcontext&tabs=azure-portal>
 - (b) Party A
It will be handled in accordance with the provisions of Article 11 of the Terms of Use.
2. If the operation of AI-related services becomes difficult due to laws, guidelines, or other regulations related to the use of AI, Party A may cancel, interrupt, or terminate the provision of AI-related products in whole or in part. Party A shall not be liable for any loss or damage incurred by Party B as a result of this.

Article 4. Handling of Personal Information, etc.

1. Party B shall not enter personal information of Party B or any third party into Party B Input Information.
2. Notwithstanding the preceding paragraph, Party A shall not be liable for any personal information of Party B or any third party entered in Party B Input Information (hereinafter referred to as "Input Personal Information").
3. Party A may delete Input Personal Information if Party A deems it inappropriate for the operation of AI-related products.
4. Party A will properly handle any personal information obtained when receiving an inquiry from Party B or to the extent necessary for other customer management (hereinafter referred to as "Party B Information") in accordance with Party A's privacy policy.
5. If Party A determines that Party B has committed an act detrimental to Party A or a third party, Party A may notify the third party, the police, or other relevant authorities of Party B Information.
6. If disclosure of Party B Information is requested by a court, public prosecutor's office, police, tax office, bar association, consumer affairs center, or other organization with equivalent authority, or by a person who has a confidentiality obligation to Party A, Party A may disclose all or part of the information for the purpose of protecting Party A's rights, reputation, or property.

Article 5. Copyrights, etc.

1. If copyright or other rights (including the rights under Articles 27 and 28 of the Copyright Act) arise regarding the content, Party B shall acquire these rights at the same time as the content is generated. However, Party A may use the content within the scope of Article 11 of the Terms of Use, and Party B shall not raise any objections regarding such use.

Article 6. Prohibited Actions

1. Party B may not perform the following actions when using AI-related products. If Party B violates any of these prohibitions, Party A reserves the right to halt that action without prior notice to Party B. This provision does not prevent Party A's right to claim damages.
 - (a) Provide factually incorrect or fictitious information.
 - (b) Provide information for the purpose of research or academic investigation.
 - (c) Provide information for the purpose of business, religious activities, or political activities, unless specifically authorized by Party A.
 - (d) Interfere with the operation of Party A or AI-related products, or damage their credibility.
 - (e) Engage in any other action that Party A deems inappropriate.

Article 7. Disclaimer

1. Party B shall use AI-related products at its own risk, and Party A shall not be liable for any damages incurred by Party B as a result of such use.
2. With regard to the information provided to Party B by AI-related products, Party A makes no guarantees, either explicit or implicit, regarding the accuracy, suitability, timeliness, validity, reliability, usefulness, non-infringement on intellectual property, rapid availability, or other aspects of that content, and shall not be liable for these.
3. Party A does not guarantee that Party B will be able to hold the copyright or other intellectual property rights to the content.
4. If Party A finds any of the following descriptions in the saved prompts or content, etc., it may delete or modify the description without prior notice. Party A shall make all decisions as to whether or not the information is subject to deletion or modification, and Party A shall not be obligated to disclose the reasons for such deletion or modification. Party A shall not be liable for any damages caused by deletion or modification.
 - (1) Descriptions that violate the Special Provisions
 - (2) Description that violates public order and morals
 - (3) Descriptions that include harmful programs, scripts, etc.
 - (4) Descriptions that harm the honor or credit of others
 - (5) Descriptions that interfere with the operation of AI-related products
 - (6) Other descriptions that Party A deems inappropriate