PVS One Service Specifications

1. "PVS One" is a generic name for the following three types of services provided by MONO-X Inc. (hereinafter referred to as "MONO-X"):

(1) PVS One Starter Pack: Support service for projects such as migration to cloud environment

- Promotion of migration projects from customers' on-premise environments to cloud environments

- Service launch and rehearsal attendance

(2) PVS One Managed Service: **Support service for construction and operation of cloud environments**

- Construction and operation of hypervisor environment for OS instances

- Support for construction and operation of network environment in cloud environment

- Support for construction and operation of backup environment in cloud environment

- Life-and-death monitoring and resource monitoring of OS instances

- OS instance setup and configuration consultation

- Q&A regarding use of cloud computing, ticket generation, and failure response

(3) PVS One Subscription: Service providing cloud computing environment

- Provision of cloud resources and environment

- Support for managing consumption of cloud resources used by customers

Remarks

- "PVS One" (hereafter referred to as "the Service") is a service that supports the use of cloud environments.

- The Service provides the following services to companies using IBM i. (If there is a separate agreement, that agreement shall take precedence. If IBM i is not included in the operating environment, services will be provided in accordance with details agreed upon separately.)

  - We will provide a new standby environment for supported IBM i OS versions.

  - The customer will be primarily responsible for the migration, configuration, management, and operation of IBM i OS data.

  - The customer will be primarily responsible for the introduction, data migration, configuration, management, and operation of IBM i-related software.

  - Data preservation and backup operations for IBM i OS, peripheral x86 servers, and utilized services are to be performed by the customer.

- The customer is primarily responsible for the management and use of the cloud subscription.

- The customer is responsible for arranging and configuring network lines, routers, etc. on the customer's environment side to connect to the cloud environment.

- The current network subnets and IP addresses used in the cloud environment cannot be transferred.

- In order to facilitate the migration project, we would like the customer to assign a primary person in charge and clarify the structure and roles within their organization.

- We request that business operation testing in the new environment be conducted before the service goes live.

- After the service goes live, Q&A, consultation, etc. will be available via online ticket request on the Customer Success Portal. Tickets will be answered during MONO-X's business hours of 9:00 AM to 5:00 PM on weekdays (excluding Saturdays, Sundays, and holidays). Initial response time is targeted

to be within three (3) days. (Only during business hours)

- The Service is subject to the configuration agreed upon in advance. Amounts are subject to change due to configuration changes.

- The standard configuration of the Service is as follows. (If there is a separate agreement, that agreement shall take precedence.)

    - Standard configuration of network environment: IPsec VPN connection to one customer site

    - Standard configuration of backup environment: Storage by OS virtual tape device + transfer to ICOS (object storage)

- We may not be able to attend the service's launch, depending on the schedule. This will be finalized after prior consultation.

- This does not include installation or version upgrading of software other than the operating system.

- We will only provide support for environments that are supported by the manufacturer, such as OS versions.

- If environment reconstruction, etc. is required after the service goes live, a separate fee will be charged, depending on the details.

- We will support communication with cloud environment providers in dealing with various problems, but we may close the communication once the business impact has been resolved.

- When changing the configuration in the cloud environment due to an OS version upgrade, etc., the configuration work on the cloud environment side, such as instance duplication for version upgrade testing, is included in the PVS One Managed Service. However, planning support and research for the customer's project will be proposed separately.

- Resource costs will be charged separately when instances are created for version upgrade testing and such.

- For PVS One Subscription, customers receive an environment provided by a cloud service provider (such as IBM) in the name of MONO-X. In principle, it is not possible to change the name of the cloud environment after the start of use.

- If MONO-X performs work such as operational settings required by the customer on their behalf during the provision of the Service (hereinafter referred to as "work on behalf of the customer"), the purpose, scope, and other specifications of the work shall be fully discussed and agreed upon between MONO-X and the customer in advance. MONO-X shall perform the work on behalf of the customer in accordance with the results of such discussions.

- MONO-X will notify the customer as soon as the work on behalf of the customer has been completed. The customer is requested to test the results of the work and notify MONO-X of their conformity to the agreed-upon terms in the preceding paragraph within three (3) business days after the completion of the work on behalf of the customer. MONO-X's work on behalf of the customer shall be completed upon successful completion of said test. If the customer does not notify MONO-X of a pass/fail result within three (3) days of the completion of the work on behalf of the customer, said test shall be deemed to have been passed.

- MONO-X shall not be liable for any loss or damage incurred by the customer as a result of work on behalf of the customer as stipulated in the preceding paragraph.

- The Service is provided in accordance with the "PVS One Service Terms of Use" as well as these specifications.

PVS One Service Terms of Use

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

Article 1   Target Services
1. PVS One (hereinafter generally referred to as the "Service") is the generic name for the services provided by Party A to support Party B's use of cloud services. Details of the Service shall be in accordance with the "PVS One Service Specifications" (hereinafter referred to as the "Service Specifications") separately prescribed by Party A.
2. The services (hereinafter referred to as "individual services") and software (hereinafter referred to as "individual software") to which the Terms of Use apply are set forth in the order form or other application documents (hereinafter referred to as "application documents"). Individual services and individual software include upgraded and updated versions provided to Party B by Party A during the offer period set forth in Article 3.f
3. Work necessary to adapt said upgraded or updated versions to Party B's environment may incur a separate charge.

Article 2   Point of Contact
1. Party A will provide Party B with a point of contact for Service-related inquiries within the service hours specified by Party A, on condition that Party B pays a usage fee during the agreement period. 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 Service, 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 3   Application and Offer Period
1. A use agreement based on the Terms of Use is concluded when Party A submits application documents to Party B 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 Service or any other transaction with Party A in the past
    (c) When Party A has determined that Party B is a member of an "antisocial force" (meaning an 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, organized crime syndicate, or person involved in a similar group; hereinafter the same) or cooperates or participates in the support, operation, or management of an antisocial force through funding or other means, or otherwise interacts or is involved with an antisocial force
    (d) When Party A has determined the application to be otherwise inappropriate
2. The Service shall be provided from the commencement date stated in the application documents or from the commencement date agreed upon by Party A and Party B. If neither Party A nor Party B objects in writing at least two (2) months prior to the renewal date, the offer period shall be extended for the same period as stated in the application documents with the same contents, starting from the day following the expiration of the offer period. The same shall also apply thereafter.
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   Usage fees
1. Party B shall pay to Party A a fee for using the Service as set forth in the application documents, and shall do so in accordance with the payment terms set forth in the application documents. If Party B fails to pay the fee and 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. The cloud environment consumes cloud resources on a pay-as-you-go basis in accordance with the pricing structure set by the cloud environment provider. If Party B uses cloud resources in excess of the subscription limit, Party B will be billed separately in accordance with the pricing structure of the cloud environment service provider. The fee for using this cloud environment shall be billed in Japanese yen according to the exchange rate determined by MONO-X.
3. 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.
4. In the event of mid-term cancellation, the usage fee for the remaining valid period will not be refunded, nor will any other fees that have been received, regardless of the reason.

Article 5   Service Guarantee
1. Party A guarantees that, during the term of the Service, said Service will substantially conform to its essential specifications as set forth in the Service Specifications.
2. In the event of nonconformity for any reason, Party A shall take steps to improve the Service to Party B.
3. The provisions of this Article stipulate all liability of Party A with respect to the guarantee of the Service, and Party B may not make any other claims.
4. In no event shall Party A be liable for any consequential or other indirect damages, or for any implied warranties of non-infringement, merchantability, or fitness for a particular purpose, arising out of or in connection with any event beyond Party A's control, including, but not limited to, the following items:
    (a) Performance of emergency or planned maintenance
    (b) Service outage or failure by the cloud environment or other cloud service provider
    (c) Natural disaster, such as earthquake, typhoon, flood, or storm; outbreak of infectious disease; or war, civil unrest, or riot

        (d)   Order by an administrative or judicial body to cease operations
        (e)   Failure of Party B's equipment
        (f)   Defective software running on the computer (prepared by Party A or Party B)
        (g)   Defective client environment
        (h)   Improper configuration of Party A's service environment, computer, etc. caused by Party B
        (i)   Failure of network lines to connect to cloud services
        (j)   Party B's unauthorized operation
        (k)   Attacks and fraudulent acts by third parties
        (l)   Mid-term cancellation for the convenience of Party B
        (m)   Failure of Party B to take necessary actions when the Service is provided by Party A
        (n)   Other reason not attributable to Party A

5. Party A shall not be responsible for adverse effects resulting from the use of the Service by Party B.
6. Party A shall not be responsible for the storage, preservation, or backup of Party B's data.
7. Although Party A will take measures to ensure the security of its service environment, Party A cannot guarantee the complete prevention of unauthorized access to Party A's service environment or unauthorized use of cloud services.
8. Party B understands that software running on its computer (including software provided as part of the Service) may have known and unknown security vulnerabilities, and Party B shall, at its own discretion, take necessary measures, such as applying fixes or software patches provided by a licensor or other third party, to the software in question.
9. Party A shall not be liable for damage incurred by Party B or a third party due to known or unknown security vulnerabilities in software such as basic software that runs on a computer.
10. This provision applies not only to Party A but to any third party that provides the Service on behalf of Party A or provides products necessary for the Service (hereinafter referred to as "Third Party Supplier"). Party B shall confirm that the joint liability of Party A and Third Party Supplier is subject to the limitation of liability in this agreement.

Article 6   Limitation of Liability
1. The extent of liability of Party A or Third Party Supplier (hereinafter collectively referred to as "Service Provider") to Party B with respect to the Service or Terms of Use, etc. shall be limited to ordinary damage actually incurred by Party B as a direct result of reasons attributable to Service Provider or breach by Service Provider of the use agreement, etc. The amount of damages shall in no event exceed the fees paid by Party B for PVS One Managed Service 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 the Service Provider, damage caused by special circumstances whether or not foreseen by Party A, lost profit, or indirect damage.

Article 7   Suspension of the Service
1. Party A may suspend or discontinue the Service, in whole or in part, in any of the cases listed below. In such cases, Party A shall endeavor to notify Party B as far in advance as possible. Party A shall not be liable for damage incurred by Party B due to Service suspension or discontinuance caused by any of the following:
        (a)   Periodic or emergency inspection or maintenance of computer systems related to the Service
        (b)   Accident-caused shutdown of computers, communication lines, etc.
        (c)   Outage or malfunction in the cloud environment or other third-party service necessary for the provision of the Service
        (d)   Service cannot be operated due to force majeure, such as fire, power outage, epidemic, or natural disaster
        (e)   Other case where Party A reasonably determines that suspension or interruption of the Service is necessary
2. Party A may terminate the provision of all or part of the Service without prior notice to Party B.

Article 8   Responsibilities of Party B
1. If Party A instructs Party B to take necessary actions for the provision of the Service, 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 Service, 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).

Article 9   Submission of Materials
1. When requested by Party A, Party B shall submit data or materials (hereinafter referred to as "materials") necessary for the provision of the Service.
2. Party A shall keep and manage the materials with the due care of a good manager, and shall not use them for any purpose other than to provide the Service to Party B.
3. In the event that Party A delays the provision of the Service, provides incomplete performance, or is unable to perform due to errors in the content of the materials submitted by Party B or delays in submission, Party A shall not be responsible for related damage incurred by Party B, if such occurs.
4. If there is a possibility that materials may contain important information such as trade secret information or personal information of Party B that is not necessary for the performance of the Service, Party B shall take responsibility and exclude the important information from the materials or process them in a way that Party A cannot view or read them.

Article 10   Outsourcing
1. Party A may outsource all or part of the operations related to the Service to a third party designated by Party A.

Article 11   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 right to use the Service, individual services, individual software, related materials, or other contractual status without the prior consent of Party A.
        （b）   Modify programs that are not originally expected to be modified, such as the modification or reverse engineering of individual software computer programs.
        （c）   Violate the laws and regulations of Japan or of the country or region where Party B is located at the time of use.

(d)   Interfere with the Service itself, or destroy or obstruct the functionality of the Service's server or network.

(e)   Provide benefits directly or indirectly to antisocial forces in relation to the Service.

(f)   Use the Service to provide services similar to the Service.

(g)   Incorporate the Service into another service and provide service to a third party.

(h)   Use individual services or individual software provided by a third party other than Party A either through or without Party A in the Service in violation of the terms and conditions imposed on such individual services or individual software.

(i)   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 12   Termination

1.   Party A may terminate the use agreement with Party B in the following cases:

(a)   When Party B fails to pay the Service 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 A determines that Party B is or may be an antisocial force, or member or related party of such a group

(e)   When Party A has tried to contact Party B, but has received no response for two (2) months

(f)   When 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 Service use agreement 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 Service use agreement or deletion of Party B's materials by Party A in accordance with this Article.

4.   If the use 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.

Article 13   Communications and Notifications

1.   Service-related inquiries, other communications and notifications from Party B to Party A, notifications regarding changes to the Terms of Use, and other communications and notifications from Party A to Party B shall be made by email or other method determined by Party A.

Article 14   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 Service.

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 15   Intellectual Property Rights

1.   All intellectual property rights, including ownership rights and copyrights (including rights under Articles 27 and 28 of the Copyright Act), related to programs, software, services, papers, drawings, documents, trademarks, trade names, etc. that constitute the Service's implementation environment, except for software or services provided by a third party, belong to Party A.

Article 16   Confidentiality

1.   Party A and Party B shall keep confidential all business or technical information of the other party obtained during the performance of the Service, and shall not disclose or divulge such information to any third party without the prior written consent of the other party, or use such information for any purpose other than the performance of the Service.

2.   Upon instruction of the other party or termination of this agreement, Party A and Party B shall promptly return the confidential information after restoring it to its original state or dispose of it in accordance with the instructions of the other party, and shall not use it thereafter.

3.   The provisions of this Article shall remain in effect even after the termination of this agreement.

4.   Without the permission of the other party, Party A and Party B shall not disclose to third parties the content of services and documents that they provide.

5.   If a separate confidentiality agreement is concluded between Party A and Party B, such agreement shall take precedence over the provisions of this agreement.

Article 17   Liability for Damages

1.   If Party B causes damage to Party A in connection with a violation of the Terms of Use or use of the Service, Party B shall compensate Party A for said damage (including lost profit and attorney's fees).

Article 18   Elimination of Relationships with Antisocial Forces

1.   Party B represents and warrants the matters specified in the following items:

(a)   Party B represents and warrants that it does not now, nor will it 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 B represents and warrants that it does not now, nor will it 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 B represents and warrants that it does not now, nor will it in the future, either itself 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 B or Party A or to obstruct their business, (v) or engage in similar acts.

    (d)   Party B represents and warrants that it does not now, nor will it in the future, allow any person connected to antisocial forces to use its name.

  2.   In the event that Party B finds itself in violation of any of the items of the preceding paragraph, it shall immediately notify the other party.

Article 19   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. 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 Service after the Terms of Use have been revised, Party B will be deemed to have agreed to the revisions. The revised Terms of Use shall be effective from the declared effective date, unless otherwise specified.

Article 20   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 invalid or unenforceable 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 Service other than Party B, such invalidity or unenforceability shall not affect the validity, etc. in relationship to Party B.

Article 21   Governing Law and Court of Jurisdiction

  1.   The formation, validity, and interpretation of this use 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 use agreement and use of the Service.

Special Provisions on the Use of PVS One Subscription

<div align="right">Established: October 1, 2024</div>

These special provisions on the use of the PVS One Subscription (hereinafter referred to as the "Special Provisions") apply to the use of the PVS One Subscription by Party B with the Service.

Article 1   Cloud Environment Management Account
1.   When the PVS One Subscription is to be utilized, the management account for the cloud environment provided by Party A to Party B shall be in Party A's name. Therefore, Party B cannot access the management screen of the cloud environment.

Article 2   Program License
1.   Party B shall use the program pertaining to the product of a third party cloud provider provided in the Service (hereinafter referred to as "the Program") within the scope of the terms of use indicated in the explanatory materials and transaction documents accompanying the Program (hereinafter referred to as "transaction documents"), and may not lease or grant the right to use the Program. Party B may not provide commercial hosting or time-sharing services to third parties.
2.   The right to use the Program is granted to Party B on condition that Party B does all of the following:
   (1)   Show copyright notices and other markings on reproductions.
   (2)   Take appropriate steps to ensure that all persons using the Program i) use it solely for Party B's benefit within the scope of Party B's license, and ii) comply with this agreement.
   (3)   Except as otherwise required by mandatory provisions of law, do not disassemble, decompile, adapt, or reverse-engineer the Program.
   (4)   Do not use the components included in the Program or related materials separately from the main body of the Program.
3.   A document (hereinafter referred to as the "Transaction Document") presents explanations, information, and conditions related to the use of the Program (hereinafter in this paragraph referred to as the "Main Program") within authorized limits. If the Transaction Document indicates that a "Subprogram" is included in the Main Program, Party B may use the Subprogram subject to all restrictions of the Main Program's license and only for the purpose of supporting the Main Program.
4.   This license shall also apply to each copy of the Program made by Party B.
5.   Any updates, modifications, or patches to the Program are subject to the respective terms and conditions issued by the cloud provider for the Program. However, this excludes cases where, for instance, new terms and conditions are stipulated in updated transaction documents. Party B agrees to such new terms and conditions at the time of implementation of any update, modification, or patch. If the Program is replaced by an update, Party B agrees to immediately discontinue use of the replaced Program.

Article 3   Verification Related to Program License
1.   Upon request with thirty (30) days' notice, Party B will prepare, maintain, and provide to Party A the following for the Program in all facilities and environments:
   (1)   Reports in a format requested by Party A, using records, output from system tools, and other system information
   (2)   Related documents (generally referred to as "Deployment Data")
2.   Upon reasonable notice, Party A shall be able to verify Party B's compliance with this agreement in all facilities and environments where Party B uses the Program (for whatever purpose). Such verification shall be performed at Party B's facilities during normal business hours in a manner that minimizes disruption of Party B's operations. In addition to providing the aforementioned Deployment Data, Party B agrees to provide additional accurate information and Deployment Data to Party A upon request.

Article 4   Other
1.   In addition to the above, if the terms of use of the applicable cloud service provider's product apply, or the explanations and conditions indicated in the transaction documents apply, Party B shall comply with said terms and conditions of use.