

Terms of Use of Cloud Services

The Company stipulates the Terms of Use of the Cloud Services (hereinafter referred to as these “Terms”) with respect to the use of the Cloud Services provided by the Company as follows.

Article 1 (Purpose)

The purpose of these Terms shall be to stipulate the terms and conditions upon which the Company provides the Cloud Services to the Contractor and the rights and obligations between the Company and the Contractor related to the use of the Cloud Service by the Contractor.

Article 2 (Scope of Application)

These Terms shall also apply to any Individual Service provided by the Company. The Contractor shall enter into a Service Agreement in full consent to all the provisions of these Terms.

Article 3 (Definitions)

The meaning of the terms used in the Terms of Use of Cloud Services (hereinafter referred to as these “Terms”) shall be as specified in the following items.

- (1) “Individual Service” shall mean any type of cloud service provided by the Company that is in the scope of the application of these Terms, as designated by the Company.
- (2) “Charge-Paying Services” shall mean any Individual Service that is provided in exchange for consideration for the use thereof.
- (3) “Charge-Free Services” shall mean any Individual Service that is provided free of charge for the use thereof.
- (4) “Service Agreement” shall mean an agreement between the Company and the Contractor with respect to the use of the Individual Service.
- (5) “Terms of Service” shall mean the specific terms pertaining to any Individual Service other than these Terms. In the event of any difference between these Terms and the Terms of Service, the provisions of the Terms of Service shall prevail only with respect to such difference.
- (6) “Company” shall mean Optex Company Limited.
- (7) “Contractor” shall mean a legal entity and any other organization and group that use the Individual Service after entering into the Service Agreement with the Company.
- (8) “Applicant” shall mean a legal entity and any other organization and group wishing to use the Individual Service after entering into the Service Agreement with the Company.
- (9) “User” shall mean a person who belongs to a legal entity and any other organization and group that is a party to the Service Agreement and who actually uses the Individual Service.
- (10) “Registration Matters” shall mean information designated by the Company to be registered when the Applicant makes an application for the Service Agreement.
- (11) “ID and Password” shall mean the ID and password necessary for Users to use the Individual Service.

- (12) “Third Party Products” shall mean the products produced and sold by a third party other than the Company (including services provided by such third party), which can link the Individual Service with data.
- (13) “Usage Environment” shall mean an environment necessary for the use of the Individual Service, such as hardware, software, internet connection, and ensuring security (including Third Party Products).
- (14) “Usage Fee” shall mean the fee specified by the Company as consideration for the use of the Service with Charge.
- (15) “Trial Use” shall mean to use the Charge-Paying Services on a trial basis with no charge for a certain period.
- (16) “Transmitted Information” shall mean any information transmitted by the Contractor using the Individual Service (also including information automatically generated in the course of the Individual Service and the processing results based on the Transmitted Information).
- (17) “Intellectual Property Rights” shall mean patent rights, utility model rights, design rights, trademark rights, copyrights, rights under the Unfair Competition Prevention Act, and all other property and personal rights.

Article 4 (Conditions of Use of Individual Service)

- 1 The Company shall separately stipulate the detailed specifications of the Individual Service. In addition, the Company may make any change, such as improvement, addition, and deletion to the specifications of the Individual Service, and the Contractor shall agree to the above in advance.
- 2 The Contractor shall, only within the valid period of the Service Agreement, use the Individual Service in accordance with the method specified by the Company to the extent permitted by the Service Agreement and may have Users use the Individual Service in its expected manner. The Contractor shall have Users comply with these Terms and the Terms of Service, agree that the use of the Individual Service by Users is considered the use of the same by the Contractor under any and all circumstances, and be fully responsible to the Company for such use.
- 3 The Company may entrust the performance of the Individual Service to third parties as necessary.
- 4 The Contractor shall, at its own responsibility and expense, secure the Usage Environment designated by the Company.
- 5 The Company shall not assume any responsibility under these Terms for the portion of the Individual Service that is dependent on Third Party Products, unless otherwise specified in these Terms.
- 6 The Company may, at its discretion, post advertisements of the Company or a third party in the Individual Service. The Company shall make no warranty of any kind regarding any matter related to the advertisements of a third party posted in the Individual Service. The Contractor shall make its own judgments on such advertisements at its responsibility.

Article 5 (Support Services)

- 1 When the Company is separately entrusted by the Contractor, the Company or a third party designated by the Contractor shall provide services to support the setting of the Individual Service on behalf of the Contractor, advisory services and other services for the implementation and utilization of the Individual Service.

- 2 Costs, date and time, place, period, deadline, and other elements regarding the services referred to in the preceding paragraph shall be separately specified. However, other terms and conditions shall be as stipulated in these Terms and the Terms of Service.
- 3 No advice or information acquired by the Contractor through the services referred to in paragraph 1 shall be construed to make any implied warranty that is not explicitly stipulated in these Terms or the Terms of Service.

Article 6 (Application)

- 1 An Applicant shall, in full consent to the contents of these Terms and the Terms of Service, make an application for the execution of a Service Agreement by the method prescribed by the Company. The Applicant shall warrant that all of the Registration Matters are accurate.
- 2 The Company shall decide whether or not to accept the application from the Applicant based on the criteria prescribed by the Company, and when accepting the application, the Company shall notify the Applicant to that effect and of any information prescribed by the Company. The Service Agreement shall be concluded between the Applicant and the Company as of the date of the commencement of such Service Agreement stipulated in the said notification.
- 3 If an Applicant falls under any of the following items or the Company determines so, the Company may reject the application from the Applicant. If the Company rejects the application, the Company shall not be obliged to disclose the reason for making such determination:
 - (1) If the Applicant makes an application for registration without following the method prescribed by the Company
 - (2) If there is any false statement, erroneous description, or omission with respect to all or part of the Applicant's Registration Matters
 - (3) If the Company determines that the Applicant is likely to breach these Terms or the Terms of Service
 - (4) If the Company determines that the Applicant is a person who has breached these Terms or the Terms of Service or a person relevant to such person with a previous breach
 - (5) If the Applicant does not obtain the consent of the person who has the right to represent the legal entity concerned
 - (6) If the Applicant actually provides services that is the same as or similar to the Individual Service, or plans to provide such services in the future
 - (7) If the Company otherwise determines that the registration is inappropriate
- 4 In the event of any change in the Registration Matters, the Contractor shall immediately perform procedures for the change of the Registration Matters by the method prescribed by the Company. Even if the Contractor suffers any damage due to the failure to perform such procedures, the Company shall not be liable for any such damage.

Article 7 (Trial Use)

- 1 The Company may permit an Applicant to use the Charge-Paying Services on a trial basis with no charge for a period prescribed by the Company. In such case, the Applicant shall use the Individual Service on a trial basis for a period prescribed by the Company before making an application for the Service Agreement and make

judgments within the period prescribed by the Company whether to use the Individual Service for a fee.

- 2 These Terms and the Terms of Service shall apply mutatis mutandis to the contract for the trial use; provided, however, that with respect to the trial use, the Company shall disclaim any warranties to be provided to the Contractor under these Terms or the Terms of Service. The Applicant shall implement the trial at its full responsibility.
- 3 Even within the period of the trial use, the Company may terminate the trial use at any time for any reason, and the Applicant shall not make any objection to such termination. If the trial use is terminated for any reason, the Applicant may not continue the trial use thereafter.

Article 8 (Management of ID and Password)

- 1 The Company shall issue the ID and Password by the method separately prescribed by the Company or cause the Contractor to issue the ID and Password.
- 2 The Contractor shall, at its own responsibility, properly manage and keep the ID and Password and cause Users to manage and keep the ID and Password, and shall not disclose to a third party to use the ID and Password and shall not lend, transfer, sell, pledge, or otherwise dispose of the ID and Password to any third party.
- 3 When the Company verifies by the prescribed method that any ID and Password used at the time of login match those registered, the Company deems that the person who has logged in is the authentic Contractor or User.
- 4 Even if the Contractor suffers damage arising from the Contractor's insufficient management, misuse, or unauthorized use of ID and Password, the Company shall not be liable for any such damage.

Article 9 (Usage Fee)

- 1 In consideration of using the Charge-Paying Services, the Contractor shall, pursuant to the provisions of the Service Agreement, pay to the Company the Usage Fee by the prescribed method no later than the payment deadline. Expenses required for making payment, such as bank transfer fees, shall be borne by the Contractor.
- 2 Even if the Contractor becomes unable to receive the provision of the Charge-Paying Services or no longer needs to receive the provision thereof during the effective term of the Service Agreement regardless of the reason therefor, the Company may not refund Usage Fee.
- 3 If the Contractor delays in the payment of the Usage Fee, the Contractor shall pay to the Company the delay liquidated damages at the rate of 14.6% per annum.
- 4 If the Company needs to revise the Usage Fee due to the change in the Charge-Paying Services, business reasons, enactment, revision, or abolition of laws and regulations, or fluctuations in the economic conditions, the Company may revise the Usage Fee in accordance with Article 20 (Amendment to These Terms).
- 5 If the Company needs to shift the Charge-Free Services to the Charge-Paying Services due to the change in the Charge-Free Services, business reasons, enactment, revision, or abolition of laws and regulations, or fluctuations in the economic conditions, the Company may shift the Charge-Free Services to the Charge-Paying Services in accordance with Article 20 (Amendment to These Terms).

Article 10 (Attribution of Rights)

- 1 All Intellectual Property Rights pertaining to the Individual Service shall belong to the Company or a third party who has granted to the Company a license to use these Intellectual Property Rights.
- 2 Unless explicitly provided for in these Terms or the Terms of Service, no right or license regarding the Company's Intellectual Property Rights pertaining to the Individual Service is granted under the use of the Individual Service permitted in accordance with these Terms or the Terms of Service. The Contractor shall not use the Individual Service beyond the manner of use expected for the Individual Service.
- 3 The Contractor shall not attempt to reverse-engineer, decompile, reverse assemble, disassemble, or otherwise analyze the Individual Service.

Article 11 (Transmitted Information)

- 1 The Contractor warrants that the Contractor has a legitimate right to transmit Transmitted Information and does not infringe any right of the Company or any third party.
- 2 The Company may use or make use of Transmitted Information (including but not limited to reproducing, adapting, publicly transmitting, and making it transmittable for such use) to the extent necessary for operating and improving the Individual Service, creating statistical data on the usage history of the Contractor, planning, drawing up or implementing marketing measures and policies, and other matters related to them. In this respect, the Contractor agrees that the Contractor shall not raise any objection (including but not limited to non-exercise of an author's moral rights) against the Company, a third party who legitimately acquires the right from the Company, or any other person who succeeds to the right from that third party.
- 3 While the Company makes efforts for the secure management of the Transmitted Information, the Contractor shall back up the Transmitted Information at its own responsibility in light of the fact that the Individual Service is, by its nature, an electromagnetic service with the use of Internet communications network that entail risks for loss, alteration, or destruction of information, etc. The Company shall not be liable for any damage incurred by the Contractor due to its failure to back up the Transmitted Information, including the responsibility of recovering the Transmitted Information.
- 4 In addition to the cases where the Company uses the Transmitted Information for the purpose and within the scope set forth in paragraph 2 or where the Company obtains the consent of the Contractor, if any of the following items occurs or the Company determines that the same is applicable, the Company may, without obtaining the Contractor's consent, inspect, keep, or restore all or part of any Transmitted Information or disclose it to a third party (hereinafter collectively referred to as the "Inspection"):
 - (1) If the Contractor fails to respond to the notice from the Company for the consent to the Inspection within seven (7) days after such notice was issued
 - (2) If an official request from a public agency, such as a court and the police, pursuant to laws and regulations was received
 - (3) If a duty of the Inspection pursuant to law exists
 - (4) If the Contractor committed any prohibited act specified in these Terms or the Terms of Service
 - (5) If it is necessary for protecting the life, body, or other significant rights of the Contractor or a third party
 - (6) If it is necessary for maintenance or solving the technical failure of the Individual Service

(7) If there is any other necessity equivalent to any of the foregoing items

5 In addition to the case where the Company obtains the Contractor's consent, if any of the following items occurs, or the Company determines that the same is applicable, the Company may, without obtaining the Contractor's consent, delete all or part of any Transmitted Information or temporarily suspend the use of any Transmitted Information by the Contractor (hereinafter collectively referred to as the "Deletion"). The Company shall not be liable for any of the Transmitted Information so deleted, including the responsibility of recovering the Transmitted Information:

- (1) If the Contractor fails to respond to the notice from the Company for the consent to the Deletion within seven (7) days after such notice was issued
- (2) If an official request from a public agency, such as a court and the police, pursuant to laws and regulations was received
- (3) If duty of the Deletion pursuant to law exists
- (4) If the Contractor committed any prohibited act specified in these Terms or the Terms of Service
- (5) If the Contractor becomes delinquent in paying the Usage Fee for the Individual Service
- (6) If it is necessary for protecting the life, body, or other significant rights of the Contractor or a third party
- (7) If the Service Agreement terminates for any reason
- (8) If the Individual Service is changed, suspended, or terminated pursuant to Article 15 (Change, Suspension, or Termination of Service)
- (9) If there is any other necessity equivalent to any of the foregoing items

Article 12 (Prohibited Acts)

1 In using the Individual Service, the Contractor shall not do any of the following acts or any act that the Company deems it falling under any of the following acts:

- (1) An act that violates laws and regulations
- (2) An act relating to any crime
- (3) An act contrary to public policy
- (4) An act that violates the internal rules of the industry organization to which the Contractor belongs
- (5) An act that infringes the Intellectual Property Rights, privacy rights, rights to protect the reputation, credibility, portrait rights, or any other rights or interests of the Company or any third party
- (6) An act of interfering with the operations and maintenance of the Individual Service
- (7) An act of placing an excessive load on the network, system, or other component of the Individual Service
- (8) An act of accessing a network for the Individual Service without authorization
- (9) An act of utilizing the Individual Service to develop or improve any service that competes with the Individual Service
- (10) An act of selling, reselling, lending, and leasing the Individual Service
- (11) An act of identity theft
- (12) An act of having a third party other than the registered Users use the Individual Service
- (13) An act of transmitting to the Company any information, the Company's reproduction, alteration, and

transmission of which or other acts for which within the necessity for its operation of the Individual Service constitutes the infringement of the Intellectual Property Rights, privacy, reputation, credibility, portrait, or any other rights or interests of any third party

- (14) An act of tampering with the network, system, or other component of the Individual Service or any information available under the Individual Service
 - (15) An act of overlooking a User's acts falling under the foregoing items or leaving such acts unrectified
 - (16) An act of inducing or facilitating, directly or indirectly, any act referred to in the foregoing items
 - (17) Any other acts that the Company deems inappropriate
- 2 If the Contractor becomes aware that it falls or is likely to fall under any of the foregoing items, whether or not intentionally or negligently, the Contractor shall be obliged to notify the Company to that effect and follow the Company's instructions for further action.

Article 13 (Termination of Agreement, etc.)

- 1 If the Contractor falls under any of the following items or the Company determines so, the Company may, without prior notice, temporarily suspend the use of all or part of the Individual Service or terminate the Service Agreement. However, the Company shall not be obliged to disclose the reason for the above determination:
- (1) If the Contractor breaches any of the provisions of these Terms or the Terms of Service
 - (2) If it is found that the Contractor falls under any of the items of paragraph 3 of Article 6 (Application)
 - (3) If the Contractor becomes unable to pay its debt generally or goes into insolvency, or a petition is filed for bankruptcy, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation proceedings, or commencement of any proceedings similar thereto
 - (4) If a note or check drawn or accepted by the Contractor is dishonored
 - (5) If a petition is filed for attachment, provisional attachment, provisional disposition, compulsory execution, or an auction
 - (6) If the Contractor is in arrears with tax and dues and subject to the preservative attachment thereof
 - (7) If the Contractor is dissolved or its business is suspended
 - (8) In addition to items (3) to (7), if the Company determines that there has been a significant change the Contractor's credit status
 - (9) If the Contractor fails to pay the Usage Fee for the Individual Service
 - (10) If the Contractor fails to respond to any inquiry from the Company for ten (10) days or more, and the Company has reasonable grounds to suspend the Individual Service or terminate the Service Agreement
 - (11) If the Company determines that the Contractor's use of the Individual Service is inappropriate for some other reason
- 2 If the Contractor falls under any of foregoing items or the Company determines so, the Contractor shall forfeit the benefit of time in relation to all obligations owed to the Company and must immediately fulfill all the obligations owed to the Company.
- 3 Even if the Contractor's use of the Individual Service is subject to temporary suspension pursuant to paragraph

1, the Contractor shall, during the term of the Service Agreement, be obliged to pay the Usage Fee.

- 4 If the Company terminates the Service Agreement pursuant to paragraph 1, the Contractor shall pay in a lump sum, no later than the termination date, the Usage Fees corresponding to the period from the termination date of the Service Agreement to the scheduled date of the expiration of the term thereof (if the Contractor has already paid the amount, the Company shall not refund such amount).
- 5 The Company shall not be liable for any damage suffered by the Contractor arising from an act conducted by the Company pursuant to this article.

Article 14 (Term and Termination of Agreement)

The term of the Service Agreement shall be stipulated in the Terms of Service.

Article 15 (Change, Suspension, or Termination of Service)

- 1 The Company may at any time change, suspend, or terminate the Individual Service for business reasons; the overload, failure, or maintenance of the system; the enactment, revision, or abolition of laws and regulations; natural disasters, fortuitous accidents, power failure, communication failure, unauthorized access; any change in specifications, failure, or suspension of Third Party Products; or any other reasons, and the Company shall not be liable for any damage incurred by the Contract due to such cause.
- 2 In the event of any change, suspension, or termination referred to in the preceding paragraph, the Company shall endeavor to give notice reasonably in advance, except where it is urgently required or where there is any unavoidable reason.

Article 16 (Non-warranty and Disclaimer)

- 1 With respect to the Individual Service, the Company does not warrant the following matters, as well as those stipulated in any of the provisions of these Terms:
 - (1) The Individual Service is accurate and complete.
 - (2) The Individual Service operates perpetually.
 - (3) The Individual Service is free of any errors, bugs, failure, and security flaws.
 - (4) The Individual Service can link data to Third Party Products accurately and completely.
 - (5) No failure or malfunction in the Usage Environment may arise out of the use of the Individual Service.
 - (6) The Individual Service does not infringe the rights of any third party.
 - (7) The Individual Service has the quality and performance expected by the Contractor, and fits and is useful for a particular purpose of the Contractor.
 - (8) The Individual Service conforms to the laws and regulations applicable to the Contractor or to the internal rules of the industry organization.
- 2 The Company shall make an effort to the extent commercially reasonable so that the use of the Individual Service makes it possible to output and display accurate and complete data. However, the Company does not warrant the accuracy and completeness of that data. The Contractor shall, at its own responsibility, use the data after making sure the contents of the data output by using the Individual Service.

- 3 The contents of warranty that the Company provides to the Contractor under these Terms or the Terms of Service shall be applicable only to the Charge-Paying Services, respectively, and the Company disclaims any and all warranties for the Charge-Free Services. The Contractor shall use of the Charge-Free Services at its full responsibility.
- 4 If the Individual Service is discontinued or suspended because of any failure in the system, which constitutes the Individual Service, for any reason whatsoever, the Company shall make its maximum effort to recover the Individual Service in an expeditious manner within the target time frame determined by the Company. However, the Company shall have no obligation to make full recovery within such target time frame.

Article 17 (Dispute Handling and Compensation for Damage)

- 1 If the Contractor causes any damage to the Company in connection with the use of the Individual Service, the Contractor shall compensate the Company for such damage.
- 2 If the Contractor receives any claim from a third party, or any dispute arises between the Contractor and a third party in connection with the Individual Service, the Contractor shall immediately notify the Company of the details thereof, handle such claim or dispute at the Contractor's own expense and responsibility, and inform the Company of the progress and results thereof.
- 3 If the Company receives any claim from a third party, or any dispute arises between the Company and a third party in connection with the Contractor's use of the Individual Service, the Contractor shall handle such claim or dispute at the Contractor's own expense and responsibility and inform the Company of the progress and results thereof, and shall also compensate for any amount that the Company is forced to pay and any other damages.
- 4 The Company shall compensate the Contractor for damage only if the Company causes damage to the Contractor due to the Company's intentional act or gross negligence in providing the Individual Service. Any provisions concerning the Company's disclaimers set forth in these Terms and the Terms of Service shall not apply to cases where there is any intentional act or gross negligence on the part of the Company.
- 5 If the Company is liable to compensate damage to the Contractor (including the case of the preceding paragraph and cases subject to application of laws), the scope of damage to be compensated by the Company shall be limited to the general damage actually incurred by the Contractor (any special damage such as loss of profit is not included), and the amount to be compensated shall be up to the total amount of Usage Fees that the Contractor has actually paid the Company for the relevant Individual Service in the recent one (1) year by the time of occurrence of the said damage (if the contract term is less than one (1) year, in such contract term). This Article applies to all damages and claims, regardless of the grounds for claims, including default, duty of restoration to its original state, excessive profit, and tort.

Article 18 (Confidentiality)

- 1 For the purposes of this article, "Disclosing Party" shall mean the party to the Service Agreement who discloses Confidential Information and "Receiving Party" shall mean the party who receives Confidential Information, and "Confidential Information" shall mean any and all information concerning the Disclosing Party's techniques,

sales, operations, financial affairs, organizations, and other matters provided by the media (including but not limited to a written document, optical disc, USB memory, and CD; hereinafter the same applies) or contained in the electromagnetic data (including but not limited to an e-mail and electronic file in cases where information is disclosed by transmitting or uploading an e-mail and electronic file; hereinafter the same applies), both with an explicit statement of confidentiality. If disclosed orally or visually, Confidential Information shall be explicitly identified as “confidential” orally or visually at the time of such disclosure and noticed to the Receiving Party in writing or by electronic means of its confidential nature within ten (10) days after the disclosure. Provided, however, that, any information falling under any of the following items shall not be treated as Confidential Information:

- (1) Any information that is publicly available at the time of the disclosure
 - (2) Any information that becomes publicly available after the disclosure for reasons not attributable to the Receiving Party;=
 - (3) Any information that was rightfully in the Receiving Party’s possession prior to the disclosure
 - (4) Any information that is independently acquired by the Receiving Party without using any Confidential Information
 - (5) Any information that is lawfully obtained by the Receiving Party from a third party who has rights in such information
 - (6) Any information confirmed by the Disclosing Party in writing that any maintenance of confidentiality is not required therefor
- 2 The Receiving Party shall handle and keep Confidential Information received from the Disclosing Party with the same degree of duty of care as required to protect the Receiving Party’s information having the same degree of importance as Confidential Information.
- 3 The Receiving Party shall not use Confidential Information for any purposes other than those of the Service Agreement.
- 4 The Receiving Party may reproduce Confidential Information only to the extent objectively and reasonably necessary for the Service Agreement.
- 5 The Receiving Party shall not expose Confidential Information and, without the prior written consent of the Disclosing Party, disclose Confidential Information to any third party. Provided, however, that, the Receiving Party may disclose Confidential Information only to those who are specified in any of the following items:
- (1) The minimum number of the Receiving Party’s officers and employees who have a need to know Confidential Information (to the extent objectively and reasonably necessary for the Individual Service) for the Service Agreement
 - (2) Professionals, such as lawyers and certified public accountants, who have a duty of confidentiality under the law
 - (3) Any third party who is approved by the Disclosing Party with the written consent in advance (however, on the condition that such third party bears confidentiality obligations equivalent to the Receiving Party’s obligations under the Service Agreement)
- 6 Any disclosure of Confidential Information to the Receiving Party shall not be considered the assignment or

license of rights pertaining to such Confidential Information by the Disclosing Party.

- 7 Upon request from the Disclosing Party or upon termination of the Service Agreement, the Receiving Party shall promptly return all Confidential Information received from the Disclosing Party to the Disclosing Party or delete the same in accordance with the instruction from the Disclosing Party.
- 8 In the event of the leakage of the Confidential Information received from the Disclosing Party, the Receiving Party shall immediately inform the Disclosing party of the details of the leakage and take objectively reasonable measures to prevent the spread of the leakage. Reasonable expenses required for such measures shall be borne by the Receiving Party, except for cases where such leakage is caused by any reason attributable to the Disclosing Party.
- 9 If the Receiving Party is required by a judicial agency, administrative agency, or other authority to disclose the Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such fact and may disclose the relevant Confidential Information after making an effort to narrow the scope of the disclosure if so requested by the Disclosing Party. If the Disclosing Party seeks a legal remedy, the Receiving Party shall cooperate with the Disclosing Party to a reasonable extent.

Article 19 (Handling of Personal Information)

The Company shall handle personal information appropriately pursuant to the Privacy Policy prescribed by the Company.

Article 20 (Change of These Terms)

- 1 In either of the following cases, the Company may change these Terms at any time at its discretion:
 - (1) Cases where the change of these Terms conforms to common interests of Contractors
 - (2) Cases where the change of these Terms is not against the purpose of entering into the Service Agreement and is reasonable in light of the need for the change, suitability of changed terms, details of the change, and other circumstances pertaining to the change
- 2 When changing these Terms pursuant to the preceding paragraph, the Company shall notify the details of the changed provision and the effective date of the change by posting them in the Individual Service or transmitting notice to the address specified in the information registered at the time of the application by Contractors at least one (1) month prior to the effective date of the change of these Terms.
- 3 If the Contractor does not terminate the Service Agreement by the effective date of the change, the Contractor shall be deemed to have agreed to the change of these Terms.

Article 21 (Communication)

- 1 Any communication from the Company to Contractors shall be given by means that the Company deems appropriate, such as sending a document, transmitting an e-mail, or posting in the Individual Service. When such communication is given by transmitting an e-mail or posting in the Individual Service, it shall be deemed to have reached Contractors at the time when it is delivered on the Internet.
- 2 Any communication from Contractors to the Company shall be given to the point of contact designated by the

Company. The Company shall not respond to any inquiry made to anywhere other than such point of contact.

Article 22 (Elimination of Relationship with Antisocial Forces)

- 1 For the purpose of this article, “Antisocial Forces” shall mean those who are listed in any of the following items:
 - (1) Any organized crime group and any group related thereto, or any member of such groups
 - (2) Any group or individual that pursues economic profits through using any violence, threat, or fraudulent means
 - (3) Other groups or individuals equivalent to any of the foregoing items
- 2 The Contractor and the Company shall represent and warrant the contents set forth in the following items.
 - (1) Each party itself shall not now or in the future fall under the category of the Antisocial Forces.
 - (2) Each party itself shall not now or in the future have an inappropriate relationship with the Antisocial Forces.
- 3 The Contractor and the Company may, if the other party breaches the preceding paragraph, terminate all or part of the Service Agreement without any notice to the other party.
- 4 If the Contractor or the Company breaches paragraph 2, the Contractor or the Company shall forfeit the benefit of time in relation to all obligations owed to the other party and shall immediately perform all the obligations owed to the other party.
- 5 The Contractor and the Company shall not be liable for any damage incurred by the other party arising from any action conducted by either the Contractor or the Company, as the case may be, pursuant to this article.

Article 23 (Transfer of Contractual Status, etc.)

- 1 The Contractor may not, without the prior written consent of the Company, assign or transfer to a third party, create a security interest in, or otherwise dispose of the status in the Service Agreement or the rights and obligations pursuant to the Individual Service.
- 2 If the Company transfers the business related to the Individual Service to a third party (including not only the ordinary transfer of a business, but also a company split and any other cases where the business is transferred), the Company may, accompanying the business transfer, transfer the status in the Service Agreement or the rights and obligations, registered matters, Transmitted Information, personal information, and other information pursuant to the Individual Service to the transferee of such business transfer, and the Contractor agrees in advance to such transfer.

Article 24 (Entire Agreement)

These Terms and the Terms of Service constitute the entire agreement between the parties pertaining to the Service Agreement and supersede and replace any agreement related to the Service Agreement made between the parties, whether in writing, orally, or otherwise, prior to the conclusion of the Service Agreement.

Article 25 (Severability)

Even if any part of any provision of these Terms or the Terms of Service is held to be illegal, invalid, or unenforceable under laws and regulations or by a court, the remainder of that provision and other provisions of

these Terms or the Terms of Service shall remain valid, and the part held illegal, invalid, or unenforceable shall be replaced with and apply a valid provision having the nearest intent of the replaced part , or apply that provision by making reasonable interpretations so that such provision could be valid and with the nearest intent thereof

Article 26 (Governing Law)

These Terms and the Terms of Service shall be governed by the laws of Japan.

Article 27 (Jurisdiction)

In the event any dispute arises between the Contractor and the Company in connection with the Individual Service, the parties agree to the exclusive jurisdiction of the Otsu District Court as the court of first instance.

Established on October 1, 2021

Terms of Operator Manager and Operator License

This Terms of Operator Manager and Operator License (hereinafter referred to as “Terms”) shall applied to the legal entity (hereinafter referred to as “Contractor”) designated as Operator Manager or Operator in the agreement related to distribution right of the Individual Service (hereinafter referred to as “Prerequisite Agreement”) separately entered into with the Company, its subsidiaries or third party authorized by the Company or its subsidiaries.

1. Definitions

- 1.1 “Company” shall mean OPTEX CO., LTD. (5-8-12, Ogoto, Otsu, Shiga 520-0101, Japan).
- 1.2 “Authorized Company” shall mean a legal entity that directly designate the Contractor as an Operator Manager or Operator set forth in the Service Specification in the Prerequisite Agreement.
- 1.3 “Individual Service” shall mean “GENIO MAP CLOUD”, which is a cloud-type service provided by the Company that remotely manages alarm device alerts, and refers to the service described on the Dedicated Website. Detailed specifications including functions of the Individual Service, usage menus, usage procedures, various setting methods and other necessary items shall be specified separately in the Service Specification.
- 1.4 “Dedicated Website” shall mean a dedicated website related to the Individual Service (<https://www.optex.co.jp/e/support/download-intrusion-detection/genio.html>) operated by the Company.
- 1.5 “Customer” shall mean a third party who has entered into an agreement related to distribution right of the Individual Service with the Contractor in a format separately designated by the Authorized Company, or a user of the Individual Service.
- 1.6 “System” shall mean the web server, database server and other related equipment, and software, for providing the Individual Service.
- 1.7 “Project” shall mean a unit that uses the Individual Service, and mean an alarm system constructed by one control panel and multiple sensor devices designated by the Company.
- 1.8 “Project Application” shall mean an application in which the Contractor requests the Authorized Company to set the environment on the System so that the provision of the Individual Service can be started for the certain Project requested by the Customer.
- 1.9 “Service Specification” shall mean Operator Manager Manual, Operator Manual and any other manual related to the Individual Service, and all of various explanations and other posted on the Dedicated Website.

2. Use of System

- 2.1 The Contractor shall use the System based on the License stipulated in Article 3 for the purpose of operating and managing the Individual Service.
- 2.2 In order to use the System, the Contractor agrees to the Terms of Use of Cloud Service specified separately by OPTEX and this Terms (hereinafter collectively referred to as “Terms of Service”). Any matter not stipulated in this Terms, the provisions of the Terms of Use of Cloud Service shall apply. In the event of conflicts between this Terms and the Terms of Use of Cloud Service, the provisions of this Terms shall prevail. In the relationship

between the Terms of Use of Cloud Serve and this Terms, the use of the System by the Contractor based on this Terms shall be interpreted as “Individual Service” stipulated in the Terms of Use of Cloud Service.

3. Grant of License

- 3.1 The authority granted to the Contractor under this Terms (hereinafter referred to as “License”) is as follows.
 - (a) the Contractor designated as Operator Manager: Various privileges in the System specified in the Operator Manager Manual posted on the Dedicated Website.
 - (b) the Contractor designated as Operator: Various privileges in the System specified in the Operator Manual posted on the Dedicated Website.
- 3.2 In order to use the System, the Contractor shall provide the following information (hereinafter referred to as “Registration Matters”) and apply for the issuance of ID and password, to Authorized Company.
 - (a) Contractor name (legal entity name)
 - (b) Administrator name
 - (c) Contact person name
 - (d) Administrator’s and contact person’s e-mail address
 - (e) Administrator’s and contact person’s telephone number or its company’s telephone number
 - (f) Any other matters required by the Company or the Authorized Company
- 3.3 The Authorized Company shall create an account for the Contractor in accordance with the Registration Matters provided by the Contractor, and issue the ID and password to the Contractor. The Contractor may change the password issued by the Authorized Company and Registration Matters on one’s own responsibility. Regardless of whether the ID, password and/or Registration Matters have been changed by the Contractor, the Company and the Authorized Company shall consider the information recorded on the System to be true information, and shall not be liable for any damage and loss of the Contractor arising from, caused to or in connection with the act based on such registered information.

4. Obligations of the Contractor

- 4.1 The Contractor shall use and operate the System appropriately and safely in compliance with the Terms of Service, manual applicable to such Contractor and the Service Specification.
- 4.2 In the event that the Contractor receives an application for environment setting on the System for the certain Project or an order for the Individual Service for the certain Project from the Customer, the Contractor shall submit the Project Application for such Project to the Authorized Company. The Contractor understands that the Authorized Company’s response to such Project Application will be executed on the Authorized Company’s business day and regular business hours, and the Contractor shall submit the Project Application so as not to affect the start date of such Project specified by the Customer (hereinafter referred to as “Start Date”). Unless the Authorized Company delays such response without justifiable reason, the Authorized Company shall not be liable for any damage and loss of the Contractor and/or Customer arising from, caused to or in connection with the delay in such response.
- 4.3 In the event of notified by the Authorized Company that the system environment settings for such Project have

been completed, by the Start Date of the Service for such Project, the Contractor shall promptly complete the detailed settings of the system environment that is in authority of the Contractor.

- 4.4 The Contractor shall immediately notify the Authorized Company of the occurrence of any the following events:
- (a) in the event of an actual or possible occurrence of any Customer's breach or of the Terms of Use of Cloud Service and/or any other terms applicable to the Customer;
 - (b) in the event that the Contractor has any question related to, or finds a mistake or deficiency in, the contents of the Terms of Service and/or the Service Specification;
 - (c) in the event that the Contractor receives an inquiry, claim, demand or complaint related to the Individual Service or the System from the Customer or any third party; or
 - (d) in the event of an unpredictable accident related to the Individual Service or the System.
- 4.5 In the above case, if any, the Contractor shall follow the instruction of the Authorized Company.

5. License Fee and Payment

- 5.1 The license fee related to the License (hereinafter referred to as "License Fee") to be paid by the Contractor to the Authorized Company shall be calculated for each Project directly or indirectly managed by the Contractor on the System. The account of each Project shall be managed on a yearly basis (hereinafter referred to as "Management Period") on the System, and the License Fee for one Management Period shall be the amount separately presented by the Authorized Company to the Contractor. The Contractor shall pay the License Fee to the Authority Company for each Management Period.
- 5.2 Unless the Contractor notifies the Authorized Company of the termination of the Project by the method specified by the Authorized Company at least thirty (30) days prior to the expiration date of the Management Period, the Contractor shall pay the License Fee for such Project during the following Management Period (hereinafter referred to as "Renewal Management Period"). The Contractor's obligation to pay the License Fee for the Renewal Management Period shall be determined on the basis of whether such Project is valid or invalid on the first day of such Renewal Management Period. For whatever reason, the Contractor's payment obligations under this Article shall be unaffected by the payment status of the fee related to the Individual Service by the Customer to the Contractor.
- 5.3 The Contractor shall pay the License Fee to the Authorized Company in accordance with the payment terms separately agreed with the Authorized Company.

6. Use and Record of the Data

- 6.1 The Contractor may, during the term of this Terms, download the data recorded in the System (hereinafter referred to as "Recorded Data") to the extent specified in the Service Specification.
- 6.2 The Company shall record the Registration Matters and the Recorded Data (hereinafter collectively referred to as "Contractor's Data") in the System in a prescribed time period (hereinafter referred to as "Data Record Period"), and when such period expires, it may be promptly deleted such Contractor's Data without the prior consent of the Contractor.
- 6.3 In the event of the license agreement under this Terms is terminated, the Company may delete all Contractor's

Data even if during above the Data Record Period. Even if the Contractor suffers damage and/or loss arising from, due to or in connection with the deletion of all or part of the Contractor's Data by the Company under this Article, the Company shall not be liable for such damage and/or loss, and shall not be obliged to recover the deleted Contractor's Data.

7. Exclusion of Liability

7.1 In addition to the disclaimer set forth in the Terms of Use of Cloud Service, in no event shall the Company be liable for the following matters.

- (a) Any damage, loss, cost and/or expense incurred by the Contractor arising from, due to or in connection with the Contractor's negligence in using the System or the Contractor's breach of the Terms of Service;
- (b) Any damage, loss, cost and/or expense incurred by the Contractor arising from, due to or in connection with the download, use or other action of the Record Data by the Contractor;
- (c) Any physical damage and/or loss in the area monitored using the Individual Service, including but not limited to damage to human body or property, loss of data recorded on the device or losses due to theft; or
- (d) Any damage, loss, cost and/or expense incurred by the Contractor arising from, due to or in connection with the use of the language switching, translation or translation text customization function.

7.2 The Contractor shall indemnify and hold the Company and the Authorized Company harmless against any claim, damage, loss, liability or expense arising from, due to or in connection with the matters described in Article 7.1 or the use of the System by the Contractor.

8. Term

This Terms shall become effective on the date the Contractor is designated as Operator Manager or Operator in the Prerequisite Agreement and continue in force until such Prerequisite Agreement is terminated or such designation as Operator Manager or Operator is revoked by the Authorized Company.

9. Notice of Open Source Software

The Individual Services use the icons distributed under the Apache 2.0 license.

<http://www.apache.org/licenses/LICENSE-2.0>

10. Change of this Terms

10.1 In either of the following cases, the Company may change this Terms at any time at its discretion:

- (a) Cases where the change of this Terms conforms to common interests of Contractors; or
- (b) Cases where the change of this Terms is not against the purpose of entering into the license agreement and is reasonable in light of the need for the change, suitability of changed terms, details of the change, and other circumstances pertaining to the change.

10.2 When changing this Terms pursuant to the preceding Article, the Company shall notify the details of the changed provision and the effective date of the change by posting them in the Individual Service or transmitting notice to the address specified in the information registered at the time of the application by the Contractors at least one (1) month prior to the effective date of the change of this Terms.

10.3 If the Contractor does not terminate the license agreement under this Terms by the effective date of the change, the Contractor shall be deemed to have agreed to the change of this Terms.

Established on November 1, 2021