

Terms and Conditions of "Kintone"

Version1: 20230220

Article 1. Legal Order

- 1) You ("You" or "Customer") are deemed to have read, understood and agreed to be legally bound to all of this Terms and Conditions of Service ("T&C") by implementing any of the following:
 - (a) clicking a button of "Accept", "Agree" or equivalent on a Service Provider's website for Service;
 - (b) entering into a contract regarding the use of Service with Service Provider; or
 - (c) starting to use Service.
- 2) In some Services, Service Provider may add special terms and conditions which reflect the unique specifications or requirements ("Additional Terms") to T&C. Additional Terms shall automatically be incorporated into and become a part of T&C.
- 3) If You agree or are deemed to have agreed to T&C on behalf of a third party (including a company/organization of which You are an employee), You hereby acknowledge that You have the necessary authority to do so and are responsible for doing so. In this case, references of 'You' and 'Customer' shall be taken as references to such third party.
- 4) Service Provider may change T&C (including Additional Terms that apply to Service) at any time. When Service Provider Changes T&C, Service Provider shall notify You of such change via the website specified by Service Provider, by e-mail or any other means. Customer shall be bound by any changed terms from the day they are first made available by Service Provider. It is Customer's responsibility to monitor any changed term.
- 5) In the case that there is any conflict between Additional Terms and the other terms of T&C,

Additional Terms shall prevail in relation to such Service.

- 6) Nothing in T&C shall be construed as limiting, excluding or modifying any warranty, guarantee or other right enjoyed by Customer which cannot lawfully be limited, excluded or modified, including any statutory guarantee under the applicable law.

Article 2. Scope

Customer agrees to hire the service of software solution system KINTONE hereinafter called "KINTONE service", and Service Provider agrees to transfer the right of use of software related to KINTONE service the Customer according to terms and conditions set forth in this agreement

Article 3. Term

This Contract shall be in effect for a period of 1 year commencing and this Contract shall be automatically renewed for successive periods of 1 year each unless written notice is given by either party to the other at least 90 days before the end of the original or each renewal period.

Article 4. Payment

Customer shall pay the subscription Fee and other fee to the Service Provider as described in Amendment 2. Customer shall pay the Fee within 30 days from the date of receiving of the invoice.

Article 5. Service Rendered

- 5.1 Service Provider shall render services as details set forth in Scope of Work (SOW) in **Attachment 1**
- 5.2 Service Provider shall provide advice and solve problem of KINTONE via telephone at 02-6608400 or via E-mail at css.kj@fujifilm.com Service Provider shall respond within 1 business day the latest after receiving the call to solve problem of the Software.
- 5.3 The Services mentioned above shall be rendered during the working hours from 8:30 to 17:00 hrs. Monday to Friday excluding weekends and the Service Provider's holidays.

Article 6. Service Exception

The services under this Contract shall not include the following cases:

- 6.1 Problem due to Virus which infects in the Customer's server and causes error to Software operation.
- 6.2 Change of Operating System due to increasing of requirement of the Customer, error due to installation other Software programs.
- 6.3 Recovery of data in Software under this Contract or other data which is in the Customer's server which the Software under this Contract was installed in, or recovery of operating system due to Virus.
- 6.4 Repairing damage of data in the Software under this Contract or other data which is in the Customer's server which the Software under this Contract was installed in, provided that the damage is caused from Software misuse due to the Customer's wilful misconduct or negligence, or any accident, force majeure, problem due to electricity failure.
- 6.5 Problem due to the Customer installs other Software in the Customer's server which the Software under this Contract was installed in which causes the incomplete Software operation.
- 6.6 Additional user training.
- 6.7 New system installation Service and system backup; and
- 6.8 Error or Damage or Data interrupt caused by Hardware, Server and Customer's environment.

If the Customer needs additional service beyond the services provided under this Contract such as

training, new system installation service, system backup or system configuration change (e.g., IP Address, Domain, etc.) The additional charge shall be applied as mutually agreed by the parties.

Article 7. INDEMNITY

Service Provide shall indemnify customer from and against any claims, expenses and damages in relevant to the Service herein, alleging these are infringing any copyrights, trade secret or any other proprietary right of third party. Service Provide shall pay actual damages finally occurred to the Customer.

Excluded from such indemnification are any claims related to infringement resulting from or caused by Customer misuse or unauthorized modification of systems, software.

Service Provide obligates to indemnify Customer is subject to Customer

- (i) providing Service Provide prompt notice of such claim.
- (ii) the limitations of liability set forth in Limitation of Liability clause below.

Article 8. LIMITATION OF LIABILITIES

Service Provider's liability to Customer for all claims arising under or in connection with this Contract (whether in breach, tort (including negligence), under indemnity or otherwise) shall to the full extent permitted by law not exceed the sum of all amounts paid by customer under this Contract, not exceed the twelve (12) months prior to which such claim arises. Notwithstanding anything to the contrary contained in this Contract, neither Party shall be liable for: (a) special, indirect, incidental, punitive, exemplary or consequential loss or damages; and (b) damages, however caused, comprising or resulting from any loss, corruption or delay of data and any loss of business, goodwill, revenue or profit.

Article 9. Termination

Customer may terminate the Contract before the end of the initial period by giving notice in written 30 days in advance. In case of the monthly customer payment and or not prepaid account, in event Customer terminate the Contract as above-mentioned, Customer agrees to pay the Early Termination Fee calculated from the average of past 6 months service fee multiply the remaining period of Contract.

In event Customer terminates Contract during any Term stated in article 2, the customer agrees that Service Provider may reserve the right to refund the subscription fee of such year.

If Service Provider breaches of any terms and conditions of this Contract and cannot remedy the default within the specified period by the parties after receiving of notice by the Customer, Service Provider agrees that the Customer may terminate this Contract by giving at least 30-day advance written notice. Customer agrees that Service Provider may reserve the right to refund the subscription fee of such year.

Service Provider may terminate this Contract with prior notice if Customer fall within any one of the following conditions:

- 1) breach or violate any one of the terms or conditions of these Terms of Use set forth in SOW in [Attachment 1](#)
- 2) have made any false representation or omission of any matter in the application form.
- 3) cause interference with our business or Service System or do what is likely to cause such interference.
- 4) filed or were filed a bankruptcy and any other insolvency proceeding under the United States Bankruptcy Code or Thailand bankruptcy laws.
- 5) there is a reasonable doubt, at our sole determination, over Customer capacity to meet Customer payment obligations.
- 6) In case Service Provider terminates the contract caused by Customer's material breach, Customer is obligated to pay to Service Provider the License Fee of such year.

Upon the termination of this Contract, Service Provider shall return the Customer with the Customer's properties, assets, information, documents, e-documents, digital signature or any tangible /intangible property that belong to or shall be belong to Customer without any additional charge.

Notwithstanding, any termination hereto shall not waive or relieve defaulting party from its liability or suspend the right of damaged party to claim damages incurred.

Article 10. Subcontractor

Under this Agreement, both parties agree that the Customer allows Service Provider to subcontract to perform service in the scope hereunder which the parties mutually agreed. Notwithstanding it shall not relieve Service Provider from any liability or obligation under this Agreement and Service Provider shall be liable for any damages caused by its subcontractor.

Article 11. Waiver

Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege by Service Provider hereunder shall be construed as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

Article 12. Settlement

Any disputes arising from this Contract shall be governed by the Law of Thailand and subject to the jurisdiction of the Courts of Thailand.

Article 13. Notice

Any notice or consent from one party to the other under this Contract must be made in writing and shall be deemed as delivered to the other party if sent by letter, registered mail, facsimile or hand delivery as indicated in this Contract to the address as stated above or other

address which is notified to the other party at least 30 days in advance.

Article 14. Privacy

Customer shall be the Data Controller of Customer Content for purposes of all applicable laws relating to data privacy, trans-border data flows and PDPA ("Privacy Laws"), with rights to determine the purposes for which Customer Content is processed and, so long as not inconsistent with or an expansion of Service Provider's obligations hereunder, the means of processing thereof, and nothing in this Contract shall restrict or limit in any way Customer's rights or obligations as owner and/or controller of Customer Content. As such Data Controller of Customer Content, Customer directs Service Provider to process Customer Content exclusively in accordance with the terms of this Contract and subsequent instructions from Customer, so long as such instructions are not inconsistent with or an expansion of Service Provider's obligations.

Customer agrees to comply with all applicable Privacy Laws. Customer warrants that Customer has been given or has obtained any and all consents of subjects of personal data as may be required by Privacy Laws for the performance of Service Provider's obligations.

Service Provider and its Subcontractor (if any) shall be the Data Processor by its obligation hereto. Service Provider and its Subcontractor (if any) as the Data Processor must ensure that their system have the appropriate standard and measurement as required by applicable law to this type of business particularly for Privacy Laws. Service Provider has adopted reasonable physical, technical and organizational safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of Customer Content.

The parties agree that they shall perform their obligation in compliance with the Privacy Laws and any other relevant applicable law concerned to the transaction hereunder.

Article 15. Confidential

Each Party may disclose to the other valuable information ("Confidential Information"). Confidential Information consists of documents, materials and data provided in hard copy or electronic format.

Each Party shall not disclose the other Party's Confidential Information except to its professional representatives, advisers, funders, which such Party belongs or as may be required by law or by any legal or regulatory authority, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing Party; (ii) was rightfully in the non-disclosing Party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the Receiving Party's employees or agents independently of and without using, applying or reference to any of the Disclosing Party's Confidential Information.

Both Parties shall not disclose any or part of confidential information received under this Agreement, including trade secret, credit information of the Customer under the Credit Information Business Act B.E. 2545 and its amendment during the period of this Agreement and after expiration of this Agreement for 3 years, except for disclosure as the result of law or a court order, or an order of lawful government entity.

Upon expiration or termination of this Agreement, each Party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement. Each Party shall ensure that any third party receiving Confidential Information is bound by similar confidentiality terms to those in this Clause.

Article 16. Intellectual Property Right

Service Provider and its Subcontractor (if any) warrant that, under this Contract, Service Provider and its Subcontractor (if any) have right to transfer Right of use of software for performing Service to the Customer without any infringement to the Intellectual Property or Copyrights of third party.

Each party shall retain all rights of Intellectual Property, including but not limited to attribute, specifications, and /or documents. Customer shall be the sole owner of all the deliverables of the Service hereunder that Service Provider and its Subcontractor (if any) may acquire, obtain, develop or create in connection with and during the term or fee herein.

All right, ownership, or benefits in relation to any Intellectual Property of the Customer from the Service hereto shall not be transferred. Each party shall retain the ownership of Intellectual Property which exists prior to the effective date of this Agreement.

Service Provider and its Subcontractor (if any) warrant that all works under this Agreement does not infringe other person's copyright or Intellectual Property Right.

Article 17. License

Service Provider and/or its Subcontractors (if any) shall warrant that their license(s) or permit(s) related hereto shall be valid in accordance with the applicable law during the period of this Agreement and its extension (if any) to perform the service, works, specifications, expenses, terms & conditions hereunder for the Customer completely.

Service Provider and its Subcontractor (if any) are responsible for any infringement claims due to Software provided by Service Provider and its Subcontractor (if any) to Customer.

To ensure that the service herein will be covered and completed, this clause and its details shall be applied to the Subcontractor of Service Provider by its concerned matter (if any) through the coordination & responsible of Service Provider for the Customer.

In term of use of the Third-Party Software, the Third-Party Software is subject to license and support terms provided

by the vendor/licensor. Customer shall comply with the license and support terms of Third-Party Software. Service Provider is not responsible for any infringement claims due to Third Party Software provided by Service Provider to Customer.

Article 18. Anti-Bribery and Anti-Corruption

The Customer agrees that it shall comply fully with all applicable anti-corruption and anti-bribery laws. Service Provider and/or its Subcontractors (if any) may rely upon instructions or assumptions provided by the Customer or information from the Customer. Service Provider and/or its Subcontractors (if any) will be responsible for obtaining its own legal and accounting advice concerning laws, regulations, agreements and other legal, and accounting.

In case of requesting, Service Provider and/or its Subcontractors (if any) agrees to comply with all licensing requirements and regulations including laws which are required to conduct the Customer Business in Thailand, and throughout duration of this Contract, Service Provider and/or its Subcontractors (if any) shall maintain all licenses are valid all the times.

In addition, Service Provider and/or its Subcontractors (if any) shall do not pay, do not give the commitment to pay, in order to assign, facilitate or persuade to provide money, service or others directly or through the agent to government officer in the unit related to performing of the Service herein or any third parties to persuade that government officer to perform or make any decision or not to perform any action to any third parties, with the purpose of obtaining the business benefits of Service Provider and/or its Subcontractors (if any) or the Customer. Service Provider and/or its Subcontractors (if any) agree not to perform this agreement in an illegal way in any case.

Any breach or violation of any provision contained in this clause by either party shall be grounds for immediate terminate of this Contract by the other party.

Article 19. Force Majeure

Under the purpose of this Contract, Force Majeure means any event beyond the reasonable control of such party and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include acts of government, force of nature, flood, fire, storm, earthquake or other acts of God, act of war, terrorism, revolution or riot.

If either party considers that any circumstance of force majeure has occurred which may affect the performance of its obligations under this Contract, it shall promptly notify the other party in writing and such notice shall describe the nature of the event of force majeure and the effects thereof, the actions being taken by such party to mitigate it and such party's best reasonable estimation of the possible duration of such event.

The party claiming force majeure shall not be entitled to suspend performance under this Agreement for any greater scope or longer duration than is required the force majeure or the delay caused thereby. Any and all obligations of the parties that are required to be performed

prior to the occurrence of force majeure shall not be excused as a result of such occurrence.

Article 20. Relationship

The relationship between the parties hereto shall be limited to the performance of the Services under the terms of this Contract. Service Provider and its subcontractor (if any) shall provide the Services under this Contract as an independent contractor of the customer in relation to the Services.

Nothing in this Contract shall be deemed or construed as creating the relationship of principal and agent, employer and employee, or partnership between the parties.

Article 21. Assignment

Neither party may assign this Contract in whole or in part without the prior written consent of the other party. Such consent shall not relieve Service Provider from any liability or obligation hereunder and Service Provider shall be liable for any damages caused by its assignees, subcontractor, agent or workmen.

Article 22. Amendment

Any amendment or amendment to any provision of this Contract, including its annexes, shall be valid only if it is in writing and duly signed by the authorized signatory of both parties. The approved amendments shall form part of this Contract.

Article 23. Validity

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

Article 24. Entire Agreement

This Agreement shall constitute the entire Contract between both parties and shall supersede any communications, understanding, or promises in respect hereto which have been made either in writing or orally prior to the execution of this Contract (if any) and also contradictory to the provision hereof.

This Contract is made in duplication of the same text and tenor. Both parties have thoroughly read and understood the contents of this Contract, and in witness whereof the parties have hereunder affixed their signatures and a seal in the presence of witnesses and one copy is retained by each party.

Attachment 1

1. Scope of work

Start / End of KINTONE, including trial environment. The terms and use will be described in clause 2 to clause 21 as following.

2. Definitions

The following capitalized terms shall have the meanings provided below:

2.1 "Store Manager" means any person registered by Service Provider as a manager who has the power to execute, modify or terminate this contract or takes any other procedures via the Store Service on Customer's behalf with Service Provider.

2.2 "User" means any individual registered and granted as a user by the Customer for use, or trial use, of KINTONE. The Customer may invite any guest user to use the guest space of KINTONE and register her as a guest User. The Customer may allow such guest User to use KINTONE in the same manner permitted for ordinary Users, provided however that such guest User's use is strictly limited within the guest space to which she is invited.

2.3 "Service Systems" means systems, data servers and any other telecommunication equipment installed by Kintone Corporation to provide KINTONE services.

2.4 "Service Account" means the account Customer create at KINTONE with IDs assigned and passwords, e-mail address, and access URL to login and such other information as Customer or a User may need to access KINTONE ("Service Account Information"). The Service Account used by Service Provider for use of managing the Store Service shall be referred to as the "Store Manager Account" and the Service Account for Service shall be referred to as the "User Account".

2.5 "Template Programs" means computer programs, including template and custom applications, provided by us or third-party developers via KINTONE for the sole purpose of being used with KINTONE, and JavaScript or other script files provided by Kintone Corporation for the purpose of customization of KINTONE.

3. Registration

3.1 Service Provider will make registration to start using KINTONE, Customer will be asked to provide the name, address, contact person, contact information and other information for our identification purposes (collectively, "Customer Information"). Customer may also be asked to provide Service Provider with documents evidencing the information provided is true and accurate.

3.2 Customer registration may be subject to further examination process in which Service Provider may choose not to accept Customer registration. Service Provider reserve the right whether to accept Customer registration and may refuse it or later terminate the Contract if Service Provider at Service Provider sole discretion determine any of the following items can be found:

- 1) the registration has been made with false information.
- 2) Customer failed or are likely to fail to perform any contractual obligations under any

agreements of services of Service Provider or its affiliates.

- 3) there is a reasonable doubt about continuous provision of KINTONE services; or
- 4) it may cause significant interference with Service Provider business operations.

3.3 Any registration and any other procedures taken via Customer Store Manager Account or anything Service Provider confirmed via the e-mail address which is registered at the Store Manager Account shall be deemed proceeded and confirmation by the Customer itself.

4. Users

- 4.1 Customer may register Users up to the number of users purchased. Only individuals who are registered as Users may use or trial use KINTONE, provided that Customer must ensure that Users comply with these Terms of Use and any other guidelines.
- 4.2 Without the prior consent, Customer shall not share, or allow individual Users to share, each User's account with any other persons.

5. Store Service

The Store Service may be used by KINTONE Service Provider solely in Thailand region.

6. Trial Use

- 6.1. Customer may use KINTONE on a trial basis in a manner and for a period which will be designated or instructed by Service Provider.
- 6.2. If Customer continue using KINTONE after such trial period, Customer must make registration to begin a paid subscription of KINTONE and may need to enter into a Contract with Service Provider on use of KINTONE. Under no other circumstances, will Customer be allowed to use KINTONE after the trial period.
- 6.3. If Customer make registration for a paid subscription of KINTONE, Customer must follow the procedures provided by Service Provider.

7. Trial use of beta versions

- 7.1. Customer may be offered trial use of Beta Versions of KINTONE services only for the purposes of evaluating it and considering Customer purchase thereof. "Beta Versions" shall mean a version of applications and user environment for trial use for the purpose of evaluating new functions of KINTONE services before their official release, whether or not it is actually called a "beta version". Additional terms and conditions for trial use of Beta Versions may apply.
- 7.2. SERVICE PROVIDERDO NOT GUARANTEE THAT SPECIFICATIONS AND FUNCTIONS OF AN OFFICIAL VERSION WILL BE EQUIVALENT WITH ANY OF ITS RELEVANT BETA VERSIONS. SERVICE PROVIDERDO NOT GUARANTEE THAT THE DATA CUSTOMER STORED IN A BETA VERSION WILL STILL REMAIN STORED AND AVAILABLE AT ITS RELEVANT OFFICIAL

VERSION WITHOUT ANY PROBLEMS, NOR DO SERVICE PROVIDER GIVE ANY ADVICE OR SUPPORT REGARDING SUCH SEEMLESS TRANSITION. SERVICE PROVIDER DO NOT GIVE ANY ADVICE OR SUPPORT EVEN WHEN THERE ARE INQUIRIES REGARDING FUNCTIONS, FAILURE OR OTHER PROBLEMS REGARDING A BETA VERSION.

8. Details of KINTONE services

The service details of a paid subscription of KINTONE shall be as described in each Order Form. Likewise, if Customer separately require additional Optional Service(s) related to Service Provider, details of such Optional Service(s) shall follow in the Order Form(s) related to there.

9. Change of Customer Information

9.1. If any changes occur to the Customer Information, Customer shall update the Customer Information details via the Store Service.

9.2 When Customer update the Customer Information by using the Store Service pursuant to Term 9.1 above, all communications, notices, claims and demands from Service Provider to Customer shall be thereafter transmitted or sent to such address so updated. If any Customer Information is changed but Customer fail to update it, Service Provider shall not be liable for any damages incurred by Customer, Users or a third party as the result of Service Provider's communications, giving notice, making claims and demands to or otherwise contacting the then most-updated address, or otherwise failing to reach Customer.

9.3. Notwithstanding Term 9.1 above, if any changes occur to the information related to the Store Manager but the Store Service is not available for any unavoidable reason, then Customer shall promptly notify Service Provider thereof.

9.4. When giving notice in Term 9.3 above, Customer shall submit a document in writing evidencing that the contacting person has the authority on Customer behalf and follow other procedures designated by Service Provider.

10. Use of Customer Information

10.1. Service Provider shall not use Customer Information for any purposes other than for providing KINTONE services, shall not allow any third party (other than its affiliates) to use it and shall not disclose or leak it to any third party (other than its affiliates) without Customer written consent.

10.2 Service Provider will use Customer Information for the purpose of:

- 1) providing, managing and operating KINTONE services.
- 2) contacting Customer as necessary in relation to Customer use of KINTONE.
- 3) sending advertisements such as notifications on campaigns and surveys, or any other notifications on products or services (only if

Customer previously agree in writing to receive such notifications); and

4) sending a free gift as part of a campaign or survey.

10.3. If Service Provider cannot reach Customer using the Customer Information or when Service Provider deliver an urgent or important information to Customer, Service Provider may, at sole discretion, send such information to Customer using a notification function of KINTONE.

10.4. Notwithstanding the foregoing, Service Provider may disclose Customer Information to a third party in the following cases:

1) where KINTONE includes any service provided by a third-party developer in connection with KINTONE, Customer Information may be disclosed to such third-party developer in order to examine or reply to the inquiries from Customer in relation to such service;

2) where Customer make registration for such service provided by such a third-party developer in connection with KINTONE, Service Provider may disclose Customer Information to such a third-party developer as necessary for it to examine such registration; and

3) where, Service Provider deem at sole discretion, there is a compelling reason to disclose it accordance with applicable laws and regulations

10.5. In addition to the above, the handling of personal information included in the Customer Information shall be subject to the terms of Service Provider privacy policy.

11. Maintenance of Settings

Customer must maintain settings and usage environment of Customer telecommunication equipment and other hardware devices in line with Service Provider technical standards and conditions designated for KINTONE. Such settings and maintenance must be made at Customer responsibility and expense.

12. Handling of Stored Data

12.1 All data and information Customer store at Customer (or Customer Users') initiative via KINTONE (the "Stored Data") shall be managed by Customer. Unless permitted by Customer in accordance with these Terms of Use, Customer retain all right, title and interest in and to all Stored Data and Service Provider shall not acquire any rights related to the Stored Data. Customer shall use KINTONE to export and store any data as Customer want at any time throughout the term of this Contract.

12.2 For the purpose of this Contract, Service Provider may, at sole discretion, backup the Stored Data with obtaining Customer consent in order to assist Customer to restore data in case of server breakdown or suspension.

12.3 After termination of this Contract, the Stored Data will be deleted upon the expiry of the retention period Service Provider separately determine. Service Provider shall not be liable for any

damages incurred by Customer or a third party in relation to the storage, deletion or backup of the Stored Data after the expiry of the retention period, except for leakage of information caused by Service Provider.

12.4 Service Provider shall not access the Stored Data unless Service Provider determine it necessary for purpose of:

- 1) operating KINTONE services safely.
- 2) preventing system errors or other problems with KINTONE services; or
- 3) resolving support issues when Customer request support in relation to Customer use of KINTONE.

12.5 In the case of trial use of KINTONE (including trial use of Beta Versions), Service Provider may delete a part of the Stored Data with obtaining Customer consent for the improvement of KINTONE services.

12.6 Service Provider shall not disclose any of the Stored Data without obtaining Customer consent; provided, however, that Service Provider may disclose all or a part of the Stored Data without obtaining Customer consent when it is required by the laws and regulations (including where law enforcement authorities require Service Provider to disclose it in accordance with applicable laws and regulations).

12.7 KINTONE functions may be connected to the services provided by third party developers. When Customer use such functions, the Stored Data for the use of such function may be provided to such third-party developers.

13. Service Account Information

13.1 Customer shall, at its responsibility, strictly keep, and make the Users keep, the Service Account Information secret and shall never disclose it to any third party.

13.2 If all or a part of the details of the Service Account Information becomes or are reasonably considered to have become known to any third party, Customer shall immediately report it to Service Provider. Service Provider will make efforts to swiftly suspend such Service Account. After confirming that these measures have been taken appropriately, Service Provider will take procedures to issue renewed Service Account Information.

13.3 SERVICE PROVIDERSHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING FROM SUCH MISMANAGEMENT, LEAKAGE OR DISCLOSURE OF SUCH SERVICE ACCOUNT INFORMATION.

14 Suspension of services

14.1 Regular maintenance will be held as specified in our Service Level Objective (<https://www.kintone.com/security/#SLO>). During such regular maintenance, the system may be temporarily suspended or unavailable. Service Provider agree to provide 7 days prior notice

posted in the admin notifications page in the KINTONE product interface notifications in the event KINTONE will be unavailable due to regular maintenance.

14.2. Notwithstanding Term 14.1, Service Provider may suspend provision of KINTONE services with prior 7 days written notice if:

- 1) it is necessary for maintenance of KINTONE and systems and equipment thereof, or for maintenance of telecommunications equipment or when an unavoidable failure of the foregoing occurs.
- 2) Service Provider determine at sole discretion that it has become difficult to provide normal course of services due to significant burden or damage to KINTONE services.
- 3) Service Provider become aware that provision of KINTONE services may cause significant damage to Customers or third parties due to falsification of data or hacking or the like.
- 4) it becomes difficult to provide KINTONE services due to discontinuation or suspension of telecommunication services by domestic or overseas telecommunications carriers, power supply services by electric power companies or any other public service.
- 5) an emergency occurs or is likely to occur due to earthquake, tsunami, typhoon, lightening or any other act of God, war, civil war, enactment of new laws or abolition of laws or any other force major event; or

14.3 Service Provider will not accept any request to suspend KINTONE services from Customer or any third party as a general rule.

14.4 Service Provider shall not be liable for any damages incurred by Customer or a third party as the result of suspension of or omission of suspension of KINTONE services.

15. Discontinuation of services

Service Provider may at sole discretion entirely discontinue KINTONE services provided under this Contract. In such case, Service Provider will notify Customer in the admin notifications page in the KINTONE product interface notifications at least two (2) months prior to the scheduled date of discontinuation and shall refund the prorated portion of any fees paid in advance for the discontinued services.

16. Restricted and Prohibited Acts

16.1 When using KINTONE or the Service Account, Customer shall not:

- 1) unless otherwise consented by Service Provider and us, license or grant the right to use KINTONE to a third-party.
- 2) reproduce, distribute and loan the Service Account to any person other than the Users or transmit the same to, or lease or create security interest over it for the benefit of any third party.
- 3) reproduce, modify, distribute, publicly transmit or make public the Template Program beyond the scope of Customer permitted use of it.

- 4) modify, translate, change, alter or reverse-engineer any documents or programs related to KINTONE.
- 5) produce or distribute any derivative services of KINTONE without our permission.
- 6) infringe any intellectual property rights of Service Provider and/or Licensor, its affiliated companies, third party developers of KINTONE-connected services, other Customers or any other third parties.
- 7) damage properties or reputation of Service Provider, its affiliated companies, third party developers of KINTONE-connected services, other Customers or any other third parties, or infringe privacy rights, image rights or any other rights of the foregoing.
- 8) do anything that is offensive to the public order and morals.
- 9) commit criminal act or any other act violating laws or do anything that assists or is likely to assist the foregoing.
- 10) do phishing, faking the website of Service Provider, its affiliated companies, any third-party developers of KINTONE-connected services, other Customers or any other third parties.
- 11) store or provide data containing harmful programs or information.
- 12) transmit information in large volume using the telecommunication function contained in KINTONE or send e-mails to indefinite number of people or transmit e-mails to a recipient who has not approved it in advance.
- 13) disclose without Service Provider prior written approval any vulnerability Customer may find or come to know in KINTONE services.
- 14) do what prevents or is likely to prevent operation of our business and provision of services.
- 15) do what is or is likely to be detrimental to reputation of KINTONE and all the services provided by Service Provider; or

16.2 If Customer use of KINTONE or the Service Account results in any of the restrictions and prohibitions listed in Term 16.1, Service Provider may suspend provision of KINTONE or use of the Service Account or take such other measures as Service Provider may consider necessary.

16.3. **BOTH PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING AS A RESULT OF THE SUSPENSION MEASURES TAKEN IN ACCORDANCE WITH THIS TERM 16.**

17. Service Warranty

17.1 Except as otherwise set forth herein (including but not limited to Terms, 14 and 16.2), when providing KINTONE services, Service Provider hereby warrant to Customers that Service Provider will not suspend our KINTONE services (for the avoidance of doubt, excluding third party applications and services) for consecutive 24 hours or longer due to system errors in the Service System. If Customer

request, Service Provider will, upon confirmation of a violation of this warranty, take one of the following measures:

- 1) reduce the subscription fee from and after the month in which such violation occurs.
- 2) extend the subscription period; or
- 3) refund all or part of the subscription fees for the month in which such violation occurs.
- 4) provided however that Service Provider reserve the right to choose which measure to be taken.

17.2 The amount of such reduction of subscription fees, the duration of such extension or the amount of such refund shall be determined by Service Provider based on the actual number of days of suspensions (counting a consecutive twenty-four (24) hour suspension as one day). Provided, however, that such period during which such reduction or extension is made, or for which refund of subscription fee is made shall be no more than one month.

17.3 Notwithstanding the preceding Terms 17.1 and 17.2, the warranty shall not apply if:

- 1) the services Customer use are Store Service, a trial version or Beta Versions of KINTONE service;
- 2) the services are suspended due to a system, internet, telecommunication equipment or devices (other than the Service Systems); or
- 3) the services are suspended for any reason not attributable to Service Provider.

17.4 Any claim based on Terms 17.1 to 17.3 shall be delivered to Service Provider within sixty (60) days from the day on which such violation occurs. Customer must provide Service Provider with documents evidencing (a) payment of subscription fees and (b) details and date of occurrence of such violation.

17.5 Except as otherwise expressly provided in these Terms of Use, Customer hereby confirm and agree that:

- 1) the warranty under this Term 17.1 above is the sole warranty in relation to the use of KINTONE service and that any other risks shall be borne solely by Customer.
- 2) Service Provider shall not warrant that KINTONE services (a) satisfy and suit Customer needs, (b) operate uninterrupted or (c) are free of any kind of errors (such as software bugs, architectural errors or otherwise).
- 3) any information or advice of Service Provider verbally or in written shall not be deemed as a new warranty or expand the scope of the warranty under this Term 17.
- 4) Service Provider may change or discontinue any services incidental to KINTONE service with Customer prior permission; and
- 5) Service Provider does not guarantee the then current user environment offered at KINTONE

service at the start of Customer use of it will remain for Customer future use.

18 Disclaimer

CUSTOMER USE OF THE KINTONE SERVICES IS AT CUSTOMER'S SOLE RISK. THE KINTONE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICE PROVIDER MAKE NO WARRANTIES THAT THE KINTONE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, CUSTOMER OBTAIN FROM SERVICE PROVIDER OR THROUGH OR FROM THE KINTONE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

19 Limitation on Liability

19.1 THE MAXIMUM AGGREGATE LIABILITY THAT SERVICE PROVIDER MAY HAVE IN RELATION TO KINTONE AND ITS RELATED SERVICES SHALL NOT EXCEED 12 MONTH SERVICE FEE CUSTOMER PAID TO SERVICE PROVIDER. IN NO WAY SHALL BOTH PARTIES BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCURRED BY CUSTOMER OR ANY OTHER THIRD PARTY ARISING FROM THE USE OR INABILITY TO USE OF KINTONE OR OTHER SERVICES VIA KINTONE, INCLUDING LOSS OF COMMERCIAL VALUE/PROFITS, INTERRUPTION OF BUSINESS, DAMAGES DUE TO COMPUTER BREAKDOWN, ACCESS DELAYS OR ERRORS AND ANY OTHER COMMERCIAL DAMAGES AND LOSSES, WHETHER IT BE DUE TO ILLEGAL CONDUCT OR UNDER A CONTRACT OR ANY OTHER LEGAL BASIS. THE SAME SHALL APPLY WHERE SERVICE PROVIDER HAVE BEEN INFORMED OF A POSSIBILITY OF OCCURENCE OF SUCH DAMAGES IN ADVANCE OR WHERE SUCH DAMAGES HAVE BEEN CAUSED BY ANY EVENT WHICH SHALL BE ATTRIBUTABLE TO ANY THIRD PARTY. IF CUSTOMER USE THE STORE SERVICE, A TRIAL VERSION OR BETA VERSION OF KINTONE OR ITS RELATED SERVICES, THEN REGARDLESS OF WHETHER SUCH DAMAGES HAVE BEEN CAUSED BY AN EVENT ATTRIBUTABLE TO SERVICE PROVIDER OR NOT, NEITHER SERVICE PROVIDER NOR A SUPPLIER OF KINTONE SHALL BE LIABLE THEREFOR.

19.2 IF CUSTOMER CAUSE ANY DAMAGES TO SERVICE PROVIDER OR ANY THIRD PARTY THROUGH THE USE OF KINTONE, CUSTOMER SHALL INDEMNIFY THOSE DAMAGES AT ITS OWN EXPENSE AND RESPONSIBILITY, AND MAY NOT SEEK ANY INDEMNIFICATION FROM SERVICE PROVIDER.

20. Modification of Terms of Use

Service Provider may at sole and absolute discretion, modify these Terms or change, or discontinue a part of, KINTONE services from time to time. Service Provider will post notice of changes of these Terms on website; provided however that where a modification is significant as determined solely by Service Provider, Service Provider will provide Customer with notice for example via e-mail or notification within the KINTONE services. Continued use of the KINTONE service shall indicate Customer acknowledgement of such changes and Contract to be bound by the modified Terms of Use.

21. Miscellaneous Provisions

21.1 In relation to the use of KINTONE service, even if any terms and conditions different from these Terms of Use are presented to Customer, these Terms of Use shall apply to Customer use of KINTONE in preference thereto. These Terms of Use shall be the sole contract between Customer and us in relation to Customer use of KINTONE service and may be amended only in accordance with these Terms of Use.

21.2 If any provision of these Terms of Use is held to be invalid or unenforceable by the court or other tribunal of competent jurisdiction, such provision shall be severed from this Contract, the remaining provisions of these Terms of Use shall continue in full force and effect. In such case, Service Provider will take steps for the amendment of such invalid or unenforceable provision to the extent possible.

21.3 The terms of this Terms of Use and the security topics found on the pages of this website domain (<https://www.kintone.com>) are applicable only to KINTONE service and the Service System, as defined herein, and not to this public website itself.

21.4 Should Customer find any vulnerability in KINTONE services, Service Provider would highly recommend Customer to inform Service Provider of it.

Amendment 2

Terms and conditions for License Fee, Service fee and subscription.

1. Fees

The pricing of paid subscription fees is set based on such as the grade of subscription, the number of Users purchased and the type of Customer organization. For more information on subscription fees, please refer to the price list by Service Provider and/or to a separate subscription service quotation and Order Form that may be provided to Customer. Service Provider may change pricing of paid subscription fees with prior notice to Customers via the notification method as set forth by Service Provider and it shall be deemed that Customer have agreed with the change if Customer continue to use the KINTONE services even after such notice. Separate professional services costs, such as technology consulting, implementation, and training fees may be provided to Customer, but such professional services shall be governed by a separate SOW contract. The

abovementioned fees do not include any communication costs, packet fees or other communications expenses payable to the carrier in connection with the services, which shall be paid by Customer.

Even where special campaign price is applicable at the start of a subscription, it will cease to apply after the expiry of the applicable period of such campaign or after Customer lose eligibility for such special campaign.

Customer shall pay all relevant fees and tax and other public charges by the due date individually determined based on the duration of each subscription period.

If there are several outstanding fees which are already due but Service Provider receive Customer payment which fall short of those unpaid amount of fees, Service Provider may at sole discretion choose to which payment obligation Service Provider allocate the paid amount regardless of the due date.

If Customer fail to pay any fees or any other obligations by the due date, Customer shall pay delinquency charge at 15% per annum for the period from the day immediately following the due date to and including the day immediately preceding the day on which the payment is made. Such per annum rate shall assume a year of 365 days even when the relevant period includes a leap year. If Customer fail to pay any fees or any other obligations in full or in part by the due date, Service Provider may at our sole discretion suspend provision of the services. If Service Provider at sole discretion give a grace period to Customer and the fees or any other obligations are paid within such period, Service Provider may at sole discretion opt to keep this Contract in force and effect and to recommence provision of KINTONE services (then, Customer shall be required to pay fees for a full month period even if it recommences the services in the middle of the calendar month). Monthly or annual fees are payable in full for the month in which provision of KINTONE service is suspended and shall not be reduced or refunded pro-rata even if the provision is suspended in the middle of the calendar month.

Unless otherwise provided, fees are not refunded in any case.

2. Subscription period

The subscription period(s) for use of KINTONE service may be detailed in an "Description of Subscription". The minimum subscription period shall be one (1) Year.

For the use of KINTONE service on a monthly basis ("Monthly Subscription"), the subscription period shall be one year commencing on the first day of the calendar month immediately following Customer conclusion of this Contract. If Customer do not terminate the Monthly Subscription in accordance with Term or other provisions of these Terms of Use, the Monthly Subscription shall be renewed automatically for the next calendar month and the same shall apply thereafter.

For the use of KINTONE service on an annual basis ("Annual Subscription"), the subscription period shall be one year from the first day of the calendar month immediately following Customer conclusion of this Agreement.

Unless otherwise provided herein, early termination of this Contract is not permitted during a subscription period.

3. Upgrading, Changing and Terminating Subscriptions
Unless otherwise permitted by Service Provider, changes to the license for a paid subscription service and to the number of Users purchased shall be handled as follows:

3.1 Monthly Subscription. Customer may terminate or change the monthly subscription of KINTONE service with a prior written notice in a form Service Provider designate. The termination notice shall be delivered to Service Provider 30 business days before the start of the final month of the subscription and the termination shall be effective at the expiry of the final month accordingly. The notice to change the subscription shall be delivered to Service Provider 30 business days before the start of the month from which the change (and revised subscription fees) will apply for the subscription.

3.2 Annual Subscription. Customer may upgrade the annual subscription (including increasing the number of Users) with a prior written notice in a form Service Provider designate. The upgrade notice shall be delivered to Service Provider 30 business days before the start of the month from which the upgrade (and revised subscription fees) will apply for the subscription. No subscription fees shall be refunded, nor will any reduction of Users accept during an annual subscription period. Annual renewals shall be discussed within 90 days of scheduled termination.