

**(English Translation Only)**

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**HENNGE One End User Terms of Service**

**Article 1 (Purpose and Scope of Terms of Service)**

1. This HENNGE One End User Terms of Service ("TOS") sets forth the content as well as the terms and conditions to provide the HENNGE One Service ("Service") which is provided by HENNGE K.K. ("HENNGE") in order to improve the email transmission as well as usability of other electronic devices.
2. TOS shall be applied to End User who utilizes the Service based on the agreement ("Use Agreement") executed with a party who accepted sales of the Service on consignment by HENNGE (including a party who are re-consigned by such consignee and a party further consigned by such re-consignee, "Sales Consignee").

**Article 2 (Service Content)**

1. Service shall mean either a part or all of the (1) HENNGE Email DLP, (2) HENNGE Email Archive, (3) HENNGE Access Control, (4) HENNGE Secure Browser, (5) HENNGE Device Certificate, (6) HENNGE Lock, (7) HENNGE Connect, (8) HENNGE Secure Transfer, (9) HENNGE Cloud Protection, (10) HENNGE File DLP, and (11) HENNGE Tadrill. The details of each service shall be defined in the Paragraph 1 of the Exhibit hereto.
2. HENNGE shall provide End User with such support service as set forth in the Paragraph 3 and 4 of the Exhibit hereto as an ancillary service to the Service.

**Article 2 part 2 (HENNGE Early Access Program)**

1. HENNGE Early Access Program (hereinafter "HENNGE EAP") is a test program which End User may utilize new features, new products and new services (hereinafter "Beta Versions") developed by HENNGE on a trial basis before they are officially launched. By executing TOS, End User shall be deemed as agreeing to participate in HENNGE EAP, as well as to accept the content and the terms and conditions set forth in HENNGE Early Access Program Terms of Service (<https://support.hdeone.com/hc/ja/articles/4402391851417>, hereinafter "HENNGE EAP TOS") separately prescribed by HENNGE.
2. The Beta Versions are not included in the Service herein and with respect to participation in HENNGE EAP and trial use of the Beta Versions, HENNGE EAP TOS shall supersede TOS and apply to such participation and trial use.
3. The Beta Versions are not covered by the Support Service as provided in the Paragraph 3 and 4 of the Exhibit hereto.

**Article 2 part 3 (HENNGE One API)**

1. HENNGE One API is an API to work with HENNGE One provided by HENNGE.
2. HENNGE One API Terms of Use (<https://support.hdeone.com/hc/ja/articles/17922669164697> ) shall take precedence over the TOS with respect to the use of HENNGE One API.
3. HENNGE One API is not included in the scope of the support services specified in Exhibit 3 and Exhibit 4.

**Article 3 (Linkage with External Service)**

1. End User may link and utilize an external service (<https://support.hdeone.com/hc/ja/articles/23952460315673>) in conjunction with the Service;

provided however HENNGE provides no guarantee that such linkage and utilization of the Service in conjunction with the external service will work in actuality.

2. HENNGE shall not be liable in any manner or form with respect to any damage which may arise due to failure or specification of the external service.

3. Matters which are related to any external service to be linked and utilized shall be subject to the terms and conditions for use and so on of the relevant service. For any matter which is not set forth in such terms and conditions for use for the external service, TOS shall apply mutatis mutandis.

#### **Article 4 (Configuration and Maintenance of Facilities to Utilize Service)**

1. End User shall, at its own cost and responsibility, set up and manage End User's facilities in such a manner that they are compliant to conditions designated by HENNGE and shall maintain such environment to utilize the Service.

2. End User shall, at its own cost and responsibility, connect its facilities to the internet utilizing the telecommunication service provided by any telecommunications carrier in order to utilize the Service.

3. In the event of any problem with End User 's facility, internet connectivity or with any environment which are set forth in the preceding paragraph to utilize the Service, HENNGE shall have no obligation to provide the Service to End User.

#### **Article 5 (Utilization by HENNGE One Account Users)**

1. Utilization of the Service shall be limited to officers as well as employees of End User and End User affiliates (regardless of their form of employment, those who engage in business operations of End User or End User's affiliates and including their temporary workers dispatched from staffing agencies and their contractors; hereinafter collectively "HENNGE One Account Users") and within the part of facility which is allocated to End User ("Tenant") among the facility which is set up by HENNGE to provide the Service (HENNGE Facility).

2. End User shall, at the time of application of the Service, execute the Use Agreement by the same number of HENNGE One licenses ("Number of Subscription Licenses") as the number of accounts of the external service to be linked based on the Article 3 herein, in principle, and the total number of HENNGE One account users shall not exceed the Number of Subscription Licenses. In the event of multiple external services to be linked and utilized, the Number of Subscription Licenses shall be the same as the total number of accounts of all external services, excluding redundant users.

3. The provision of the preceding paragraph shall apply to all the HENNGE ONE Service plans, except as otherwise provided by HENNGE

4. As End User makes the Service available to HENNGE One Account Users, End User shall, under its own responsibility, explain to HENNGE One Account Users the conditions of the Service to be provided hereunder, obtain their consent, and shall be liable for such HENNGE One Account Users' compliance with the same obligations as End User bears hereunder.

5. End User shall consent to the utilization of the Service by HENNGE One Account Users, and shall be deemed as the End User's own utilization of the same and shall be liable for all the events which take place on such HENNGE One Account Users' end. In the event that HENNGE One Account Users breach any of the items listed in Article 19, Paragraph 1 herein, which are the prohibited matters, End User shall immediately cure such breach.

6. HENNGE may be able to take such actions as to monitor, analyze, and investigate all the data and log data which are provided or transmitted through the Service by HENNGE One Account Users (hereinafter "End User Data") in the event that HENNGE determines as necessary from maintenance, operation, or technical point of view in relation to the Service.

7. HENNGE shall acquire no right in or to the End User Data whatsoever, including but not limited to ownership right and intellectual property rights.

#### **Article 6 (User ID and Password)**

1. End User may not lend or share its user ID and password with any third party except that End User discloses such information to HENNGE One Account Users and shall strictly manage the user ID and password to prevent leakage to any third party. HENNGE shall not be liable for any damage incurred by End User or by any other party due to mismanagement, misuse or overuse, or use by a third party of the user ID and password.
2. In the event that any third party utilizes the Service under End User's user ID and password, HENNGE will deem such use as End User's own use and End User shall be liable for such use. Also, in the event that HENNGE incurs any damage due to such use, End User shall compensate the damage unless such third party's use of user ID and password is due to reasons attributable to HENNGE.

#### **Article 7 (Backup)**

End User shall, under its own responsibility, save and back up the End User Data which is set forth in Article 5, Paragraph 6 herein. HENNGE shall not be liable for any storage, saving, or backing up of End User Data.

#### **Article 8 (Specification Change or Service Content Change)**

1. HENNGE shall be entitled to change the content, utilization method, or update the versions of the Service to improve the functionalities or add or modify the features ("Service Change") without End User's consent and at HENNGE's sole discretion.
2. Among the Service Change, such changes which affect End User's operation method and/or End User's utilization environment such as those require substantial changes of user interface and/or changes of the service URL, HENNGE may provide a prior notice to End User.
3. End User shall, at its own responsibility and cost, make any necessary change or adjustment of End User's environment such as the configurations of End User's appliances and alike which may become necessary for End User to continue to utilize the Service as a result of the Service Change.

#### **Article 9 (Suspension of Service)**

1. In the event of either of the following cases, HENNGE is entitled to suspend the Service;
  - (1) Inability to utilize the HENNGE Facility or facility of telecommunications carrier or other party(ies) which is utilized to provide the Service ("Facility of Telecommunications Carrier and Others") due to maintenance, inspections, construction work or failure of such each facility;
  - (2) Inability to utilize HENNGE Facility or the Facility of Telecommunications Carrier and Others due to power outage or other inevitable reasons;
  - (3) Circumstances where HENNGE or the telecommunications carrier may not provide the service, such as the government authorities' decisions, war, subversive activities, armed conflicts, embargo, fire, flood, or other serious disasters, pandemic, strikes or other labor dispute, stoppage or delay of transportation, failure, stoppage, or delay of any third party's service or communication methods which are not attributable to the supplier of the infrastructure, attacks by viruses and alike, denial-of-service attacks, mass transmission of spam mails, failure of any third party software, unavailability of raw materials, supplies, power supply, or appliances which are necessary to provide the Service, and any other reasons when the Service needs to be suspended; or
  - (4) Any other reason which HENNGE determines as suspension of the Service is necessary.
2. In the event that the Service needs to be suspended in accordance with the preceding paragraph, HENNGE may provide End User a prior notice.
3. In the event that HENNGE becomes aware of any failure with the HENNGE Facility, HENNGE may promptly notify End User.

4. When HENNGE becomes aware of any failure with the Facility of Telecommunications Carrier and Others which is leased to HENNGE in order to connect to the HENNGE Facility, HENNGE shall instruct the telecommunications carrier and other relevant parties which provide the Facility of Telecommunications Carrier and Others to repair or recover it.
5. HENNGE shall not be liable for any damage incurred by End User due to suspension of the Service which is set forth in the Paragraph 1.

**Article 10 (Restriction of Use of Service)**

In the event of any emergency situations including but not limited to natural disasters or any possibility thereof, HENNGE may, based on the Article 8 of the Telecommunications Business Act of Japan, take measures such as to partially suspend the utilization of the Service in order to prevent disasters or to facilitate rescues, transportation, communications, or to secure power supply or to give priorities to emergency communications which are necessary to maintain the order of the society or for public interests. In such case, the provision of the Paragraph 5 of the preceding article shall apply mutatis mutandis.

**Article 11 (Discontinuation of Service)**

1. HENNGE may discontinue the Service, whole or a part, at its discretion at any time.
2. In the event of any discontinuation of the Service, whole or a part in accordance with the preceding paragraph, HENNGE may provide End User with at least six (6) months' prior notice. In the event of discontinuation of HENNGE Cloud Protection and HENNGE Connect, HENNGE may provide End User with at least one-month prior notice.
3. In the event of discontinuation of HENNGE Cloud Protection pursuant to Paragraph 1 of this Article, HENNGE may hand over the End User support information of those who utilize HENNGE Cloud Protection to WithSecure Corporation.

**Article 12 (Process upon Termination of Use Agreement)**

1. Upon termination of the Use Agreement, End User shall promptly delete the software which was provided by HENNGE in order to utilize the Service as well as any related data (including any software, materials and copies thereof, whole or a part, which may be stored in the facilities which were set up by End User in order to utilize the Service) under End User's responsibility.
2. In the event of the preceding paragraph, HENNGE shall promptly delete the materials and copies thereof, whole or a part, which may be stored in the HENNGE Facility by End User in order to utilize the Service ("Tenant Data").
3. HENNGE shall not be liable for any damage incurred by End User or any third party in relation to the deletion of the Tenant Data after termination of the Use Agreement.

**Article 13 (Stoppage of the Service)**

1. In the event that any of the following takes place to End User, HENNGE may stop providing the Service without notice;
  - (1) If End User ceases payment or if any note or check issued or underwritten by End User is dishonored;
  - (2) If a petition for bankruptcy, civil rehabilitation, corporate reorganization or special liquidation is filed;
  - (3) If a petition for provisional seizure, seizure, provisional disposition or auction is filed;
  - (4) If merger, dissolution, whole or a substantial part of business transfer, or discontinuation of its business is resolved;
  - (5) If End User interferes with the operation of the Service or defames HENNGE;
  - (6) If End User engages in an act to interfere with any third party's utilization of the Service or there is a possibility that End User engages in such act;
  - (7) If any false statement by End User is discovered in the application form; or

(8) If End User is in breach of TOS.

**Article 14 (Subcontract)**

HENNGE may subcontract to any third party, its necessary work to provide End User with the Service, whole or a part, at HENNGE's sole discretion without written consent by End User. In such case, HENNGE shall ensure that its subcontractor shall comply with the same obligations as HENNGE bears hereunder and HENNGE shall be responsible to supervise its subcontractor.

**Article 15 (Intellectual Property Rights)**

All the intellectual property rights including but not limited to copyrights, patents, trademarks in relation to the Service, any other service which is necessary to provide the Service, as well as any copyrighted material, technologies and so on shall remain the properties of HENNGE and their original right holders.

**Article 16 (Assignment of Rights and Obligations)**

End User may not license, assign or transfer any of its rights nor obligations in relation to utilization of the Service nor offer them as security to any third party nor cause any third party to succeed them without prior written consent by HENNGE.

**Article 17 (Damage Compensation)**

In any event HENNGE's entire liability to any damage incurred by End User due to reasons attributable to HENNGE shall not exceed the total amount of compensation which was actually paid by End User with respect to utilization of the Service during the twelve months period retroactively calculated from the date when the relevant damage occurred.

**Article 18 (Disclaimers)**

1. Except as otherwise specified herein, all the information, contents, and services available to End User through HENNGE shall be provided on "as is" and "to the extent available" basis and HENNGE shall make no warranties whatsoever, express or implied. End User is deemed to have agreed and accepted to utilize the Service under its own responsibility.

2. HENNGE's liability in relation to or arising out of provision of the Service shall be limited to the scope specified by the preceding article regardless of their reasons and in no event whether in default, tort, nor regardless of the cause of action, shall HENNGE be liable for any damage incurred by End User due to following reasons;

(1) Force majeure such as natural disasters, riots, and public disturbance;

(2) Problems in End User's network environment such as problems of End User's facility or internet connection service failure to HENNGE Facility or to the Facility of Telecommunications Carrier and Others;

(3) Damage due to performance values of the internet connection service, such as response time from HENNGE Facility or from the Facility of Telecommunications Carrier and Others;

(4) Damage due to End User's non-compliance of HENNGE's designated procedures and/or security measures;

(5) Damage due to services provided by any other third party than HENNGE;

(6) Compulsory dispositions based on the provisions of Criminal Procedure Code or laws related to communication interception for criminal investigations, court orders or based on applicable laws and regulations which are not attributable to HENNGE; or

(7) Any other reason which is not attributable to HENNGE.

3. HENNGE shall not be liable for any dispute between End User and any third party which was caused due to End User's utilization of the Service.

**Article 19 (Prohibited Matters)**

1. End User shall be prohibited from the following conducts in relation to utilizing the Service;
  - (1) Infringe HENNGE or any third party's intellectual property rights such as copyright, trademark, or any other rights, or such conduct which is likely to cause infringement of such rights;
  - (2) Alter or delete the content of the Service or any information which may be made available by the Service;
  - (3) Make the Service available to any third party in breach of TOS;
  - (4) Share one user ID among multiple people; provided however it shall not apply in the event that the number of user IDs which are applied by End User is larger than total number of actual HENNGE One Account Users;
  - (5) Act in violation of laws and regulations or public order and morality or to cause harm to HENNGE or any third party;
  - (6) Discriminate, dishonor, or defame others;
  - (7) Act which is or may be linked to a crime, such as a fraud;
  - (8) Transmit or upload obscene, child-pornographic, or child-abusive images and/or materials;
  - (9) Open chain mail accounts or solicit thereof;
  - (10) Utilize the Service pretending to be somebody else (spoofing);
  - (11) Transmit or upload malicious computer programs, such as computer viruses, worms, or Trojan Horses;
  - (12) Send unsolicited advertising or promotional emails or send spam emails and other emails which are or which may be annoying to a third party;
  - (13) Act which may cause problems to utilization or operation of a third party facility or HENNGE Facility or act which is likely to cause such problems;
  - (14) Unauthorized access to the HENNGE website, services, and other related network;
  - (15) Copy any HENNGE Device Certificate;
  - (16) Utilize the Service with a purpose of investigating, developing or selling the service which is similar to the Service or make any third party engage in such conduct on End User's behalf;or
  - (17) Investigation or verification on the assets and the security structure of the services provided by HENNGE without obtaining prior consent by HENNGE; and
  - (18) Provide links in such a manner or with a purpose to encourage any act knowingly that such act falls under either of those listed above.

2. When either of such conduct as listed above comes to End User's knowledge or such conduct may be anticipated by End User, End User shall immediately notify HENNGE.

3. In the event that HENNGE comes to know that End User's conduct which falls under either of the items listed in the Paragraph 1 above, or information provided by End User is related to any of the conduct which falls under either of the items in the said paragraph, HENNGE shall be entitled to suspend the Service, whole or a part, or delete any information which is affected by such conduct; provided however that HENNGE shall have no obligation to monitor End User's conduct or the information (including End User Data and other contents) which is provided or transmitted by End User (including cases which may be deemed as use by End User).

#### **Article 20 (Limitation of Purpose of Use)**

End User may be able to utilize the Service for the sole purpose of its own use and may not utilize the Service to incorporate as a part of End User's service to be provided to a third party or as another service provided by End User or as an ancillary service to such services provided by End User, whether such service is charged or free-of-charge.

#### **Article 21 (Amendment of TOS)**

1. HENNGE may, in accordance with the Civil Code and other laws and regulations, amend TOS or change the content of or partially discontinue the Service at any time without obtaining

consent from End User or HENNGE One Account Users separately and individually.

2. Amendment of TOS as set forth in the preceding paragraph shall take effect on the date of such amendment and the amended TOS shall apply to End User who utilizes the Service after such effective date.

3. In the event that HENNGE amends the Agreement, HENNGE may provide End User at least one-month prior notice by posting such notice on its web support site (<https://support.hdeone.com/hc/en-us>) which is available at (<https://support.hdeone.com/hc/ja>); provided however this shall not apply in the event of minor amendments which do not adversely affect End Users, such as update of wordings, and such minor amendment shall be notified in such a manner as deemed appropriate by HENNGE.

#### **Article 22 (Notice)**

1. Any notice from HENNGE to End User shall be sent by email or be announced on its web support site unless otherwise specified herein.

2. Based on the preceding paragraph, in the event that HENNGE provides a notice to End User by email or announcement on its web support site, such notice shall take effect at the time of arrival of such email at End User or posting such announcement on its web support site.

3. In the event of any change in information which was set out in the application form and submitted to HENNGE (including but not limited to the company name, contact person, the Number of Subscription Licenses and domain), End User shall promptly update such change by utilizing the HENNGE's designated change form whenever such change takes place.

#### **Article 23 (Confidentiality)**

1. HENNGE shall not, in providing the Service, disclose to provide any third party with any information which is acquired from End User ("End User Confidential Information") nor utilize such information beyond the scope which is necessary to prevent unauthorized utilization of, or to provide, develop, improve and propose the products and services handled by HENNGE, including the Service.

However, HENNGE may disclose End User Confidential Information to a third party to the extent necessary in case of either of the following;

(1) When it is necessary for HENNGE to ensure the smooth provision of the Service due to an End User's violation of this Terms of Service or an End User's conduct that interferes with the provision of the Service

(2) When it is necessary to prevent unauthorized utilization of the Service, or to provide, develop, improve, or propose the products and services handled by HENNGE, including the Service, to subsidiaries, affiliates, or outside contractors of HENNGE, ~~or when the handling of such information is entrusted to contractors~~

2. HENNGE may analyze End User Confidential Information for statistical purposes in such a way that End User and specific individuals cannot be identified, and may publish the statistical results to the public.

3. End User shall not use the information listed in each of the following items ("HENNGE Confidential Information") for any purpose other than the use or consideration of the products and services handled by HENNGE including the Service, and shall not disclose or provide HENNGE Confidential Information to any third party without prior written consent from HENNGE other than its own officers and employees who need to know such information for such purpose.

(1) Information that HENNGE has designated or notified as confidential and provided to End User.

(2) HENNGE's business or technical information acquired in connection with or in the course of using the Service.

(3) User ID, password, and other information provided by HENNGE exclusively to users of the

Service.

4. Notwithstanding the Paragraph 1 and foregoing, the Receiving Party (either End User or HENNGE who receives Confidential Information ; The same shall apply hereinafter) may disclose information obtained from the Disclosure Party (either End User or HENNGE who provides Confidential Information; the same shall apply hereinafter) to a third party in case of either of the following;

- (1) The Disclosure Party's prior consent is obtained;
- (2) Such disclosure is based on applicable laws and regulations;
- (3) Information which was already in possession of the Receiving Party at the time of acquisition of such information from the Disclosure Party;
- (4) Information which is already known to public at the time of acquisition of such information from the Disclosure Party;
- (5) Information which becomes public without fault of the Receiving Party after acquisition of such information from the Disclosure Party;
- (6) Information which is rightfully acquired by a duly authorized third party; or
- (7) Information which is originally developed or acquired without referring to the information acquired from the Disclosure Party.

#### **Article 24 (Protection of Personal Data)**

1. HENNGE shall, in either case falling under the following items, handle personal data (which is prescribed in the Act on Protection of Personal Information of Japan) in compliance with the laws and regulations and various guidelines regarding protection of personal information in providing the Service;

- (1) As HENNGE creates End User's tenants as it provides the Service;
- (2) As HENNGE undertakes the setup work on behalf of End User based on End User's request while providing the "Onboarding Support for HENNGE One" in the Service;
- (3) As HENNGE undertakes the setup work on behalf of End User based on End User's request on behalf of the End User who utilizes the HENNGE Email DLP or HENNE Access Control;
- (4) As HENNGE confirms and analyzes the contents of reports regarding targeted attack emails, and creates a list of targeted attack email training service targets to be provided to End User, to End User who utilizes the Tadrill;
- (5) As HENNGE receives error information and other information to examine as a result of analyzing End User's emails, utilizing the mail analysis program created by HENNGE based on End User's request; or
- (6) As HENNGE conducts necessary actions, such as to monitor, analyze, examine, and investigate the End User Data based on the provision of Article 5, Paragraph 6 herein.

2. HENNGE shall observe the scope of purpose of use as stated in each item of the preceding paragraph and shall not exceed such scope in handling the personal data; provided however the cases which fall under any of the following items shall be excluded;

- (1) In the event that a prior consent of the individual who is identifiable by such personal data ("Individual") is obtained;
- (2) In event that the handling of the personal data is based on the relevant laws and regulations;
- (3) In the event that there is a necessity to protect human life, body or asset and obtaining consent of the Individual is difficult;
- (4) In the event that there is a necessity to improve public health or to promote sound upbringing of children and obtaining the consent of the Individual is difficult;
- (5) In the event that there is a necessity to cooperate with governmental institutions or local governments, or any party which is entrusted thereby to fulfill their work based on the applicable laws and regulations and such fulfillment of work may likely to suffer an adverse effect by obtaining consent of the Individual;

3. Upon termination of the Use Agreement, HENNGE shall delete the personal data by deleting the Tenant Data pursuant to the provision of Article 12, Paragraph 2.
4. HENNGE shall take necessary and appropriate measures to manage security of the personal data from systematic, personal, as well as technical point of view to prevent leakage, loss or damage of the personal data and continue to improve such measures.
5. HENNGE shall designate a manager who is responsible for managing the personal data.
6. HENNGE shall conduct necessary and appropriate supervision of its officers and employees (those who engage in work of HENNGE and HENNGE's affiliates regardless of their form of contract and including temporary workers who are dispatched from temporary staffing agencies and subcontractors) as they handle the personal data to ensure security of such data.
7. HENNGE shall report to the relevant government ministries and agencies in the event of leakage, loss, damage, or any other matter related to ensuring security of the personal data to be handled and such matters which are prescribed by the Rules of Personal Information Protection Committee as likely to cause harm to the rights and interests of an Individual, in which case, HENNGE shall provide a notice to the relevant Individual through providing a prior notice to End User;
8. HENNGE shall, in the event of delegating handling of the personal data, whole or a part, to a third party based on the Article 20, HENNGE shall, in order to ensure secure management of such personal data to be handled, select such third party prudently upon confirming such third party's protection mechanism of the personal data and shall conduct necessary and appropriate supervision of such third party;
9. HENNGE shall not provide nor disclose the personal data to any third party except that;
  - (1) The Individual consents to such provision or disclosure of the personal data;
  - (2) Handling of the personal data is delegated, whole or a part, within the necessary scope to achieve the purpose of use as provided in each item of the Paragraph 1;
  - (3) The personal data is provided as the business is succeeded due to mergers or other reasons;
  - (4) The personal data is jointly utilized based on the provisions of HENNGE Policy on Protection of Personal Information; and
  - (5) Otherwise permitted under the Act on Protection of Personal Information of Japan;
10. HENNGE shall not provide the personal data to any third party located overseas; provided however, cases as follow shall be excluded and HENNGE may provide personal data only to such third parties located overseas, unless it is permitted under the relevant laws and regulation, as having a protection mechanism which satisfies the standard required by the Act on Protection of Personal Information of Japan and HENNGE shall take necessary measures that such mechanism shall be maintained in a continued manner;
  - (1) The Individual consents to the transfer of the personal data;
  - (2) HENNGE provides the personal data to the party to whom it delegates the handling of the personal data; or
  - (3) Personal data is jointly utilized based on the provisions of HENNGE Policy on Protection of Personal Information;
11. In the event that the General Data Protection Regulation of the EU or the [General Data Protection Regulation which becomes UK law as a result of the European Union \(Withdrawal\) Act 2018 \(UK GDPR. Collectively, \("GDPR"\)](#) is applicable to End User and End User acts as the "controller" of the personal data pursuant to the GDPR, HENNGE shall, in addition to the preceding each item, comply with the provisions of the GDPR as the "processor" thereunder to the extent that the GDPR applies. In such case, HENNGE shall, based on the written (including electromagnetic) instructions from End User, act for End User, such as supporting End User's compliance with the GDPR. End User shall, under its own responsibility, be responsible for obtaining consent for utilizing the personal data which is necessary to utilize the Service.

## **Article 25 (Elimination of Anti-social Forces)**

1. End User and HENNGE hereby represent and warrant that the parties themselves, their officers (including their advisors, consultants, executive officers and those who factually participate in the management of the entities regardless of their titles), their employees and HENNGE One Account Users do not and will not fall under either of the following ("Anti-social Forces") as well as they do not and will not have any relationship with Anti-social Forces;

(1) "Boryokudan" gangsters, members or associated members of Boryokudan gangsters, Boryokudan-affiliated companies, professional troublemakers at stockholders' meetings (Sokaiya), new gangs pretending to be social activists, organized crime-related specialists and alike" listed in the "Measures Against Organized Crimes" published by the National Police Agency of Japan and other similar type of people;

(2) those who are recognized as having strong personal, financial, and/or economic relationship with such people as listed above, by such conducts as providing funds or benefits to them, or utilizing them in order to gain unfair advantages;

2. End User and HENNGE covenant that they will not engage in or cause any third party (including HENNGE One Account Users) to engage in any of the following conducts;

(1) Conducts resorting to fraudulent method, violence, or menacing speech;

(2) Illegal conducts or making undue demands;

(3) Interference of others' businesses;

(4) Defamation of others; and/or

(5) Any other similar conduct to those as listed above;

3. End User and HENNGE shall cooperate in the event that the other party requests any necessary measures to counter any of such conduct listed in the preceding paragraph; also, either party shall respond within a reasonable period of time in the event that one party notifies of the possibility of the other party's violation of any paragraph herein.

4. Either End User or HENNGE may immediately stop providing the Service or terminate the Use Agreement without notice in the event that the other party is in violation of either of the paragraph herein (including when the response provided based on the preceding paragraph is not reasonable) without any obligation to the other party.

#### **Article 26 (Survival)**

The provisions of Article 3, Paragraph 2 "Linkage with External Service", Article 5, Paragraph 4 "Utilization by HENNGE One Account Users", Article 6 "User ID and Password", Article 7 "Backup", Article 9, Paragraph 5 "Suspension of Service", Article 10 "Restriction of Use of Service", Article 12 "Process upon Termination of Use Agreement", Article 16 "Assignment of Rights and Obligations", Article 17 "Damage Compensation", Article 18 "Disclaimers", Article 23 "Confidentiality", Article 24 "Protection of Personal Data", Article 25, Paragraph 4 "Elimination of Anti-social Forces", Article 27 "Governing Law and Court of Jurisdiction" and this Article shall apply even after termination of the Use Agreement, regardless of the cause of termination.

#### **Article 27 (Governing Law and Court of Jurisdiction)**

The formation, effect, interpretation and performance of TOS shall be governed by the laws of Japan and any dispute related to TOS and utilization of the Service between End User and HENNGE shall be submitted to the Tokyo District Court as the exclusively agreed jurisdictional court of first instance.

#### **Article 28 (Governing Language)**

The governing language of TOS shall be Japanese. This English translation hereof is made for reference purpose only and shall have no effect.

## Exhibit

The provisions herein apply in relation to the services for which End User has declared its intention to utilize to HENNGE via Sales Consignee;

### 1. Service Menu

#### (1) HENNGE Email DLP:

Provides service to prevent missending of emails which are sent by manual operation of End User, utilizing Exchange Online (\*2) or Gmail Webmail Service of Google Workspace for Business (\*1) as long as they do not exceed the data flow rate of the transmission control function (<https://support.hdeone.com/hc/ja/articles/360017461194>).

#### (2) HENNGE Email Archive:

For emails which are sent and received utilizing Exchange Online (\*2) or Gmail Webmail Service of Google Workspace for Business (\*1) as well as other ancillary services, and for a certain period of time based on the relevant agreement, provides service to store email data in a searchable manner for up to 4000 emails per day and up to a certain total capacity as well as limited to the email data to which normal index may be generated.

#### (3) HENNGE Cloud Protection :

Detect dangerous email accounts and malicious inbox rules for Microsoft 365 emails, utilizing WithSecure™ Elements Collaboration Protection (\*6). Also, provides sophisticated security analysis service, executing suspicious files in the isolated virtual sandbox to detect advanced threats.

#### (4) HENNGE Access Control:

Provides access control service to be utilized for single sign-on, restriction of access, and so on.

#### (5) HENNGE Secure Browser:

Provides application to securely utilize such devices as PCs, tablets, and smartphones.

#### (6) HENNGE Device Certificate (\*Option):

Provides access control service, utilizing Cybertrust Device ID (\*3), to install HENNGE Device Certificate to specific terminals and identify the validity of such HENNGE Device Certificate.

#### (7) HENNGE Lock :

Provides application with features to send log-in authorization notice and reading HENNGE Device Certificate during the log-in process to HENNGE Access Control

#### (8) HENNGE Connect :

Provide seamless remote access environment, utilizing ngrok (\*7), for on-premise systems whose access control may be enabled by HENNGE Access Control.

#### (9) HENNGE Secure Transfer:

Provides service which allows a sender HENNGE One Account User or a receiver HENNGE One Account User to download files from the web service which are uploaded by them to the web service within such limitations as up to a certain capacity and the number of downloads.

#### (10) HENNGE File DLP:

Provides a centralized visualization of the sharing status of multiple cloud storage services and allows admins to change permission settings to prevent information leaks due to inappropriate sharing scope settings.

#### (11) HENNGE Tadrill **Standard**:

Provides services to establish countermeasures against targeted attack emails through the **unlimited** training email delivery function and the suspicious email reporting function.

**HENNGE Tadrill Lite**: Provides services to establish countermeasures against targeted attack emails through the training email delivery function up to twice per year per user.

### 2. Terms of Provision

- In order to utilize the Service, it is necessary to satisfy the conditions of HENNGE One

operational environment which are set forth in the Help Center;

<https://support.hdeone.com/hc/en-us/articles/360004121574>

• When using HENNGE Device Certificate, HENNGE Cloud Protection, or HENNGE Connect, you shall comply with the provisions of the provider in addition to the contents of these terms. However, for any matters not specified in the provider's provisions, these terms shall apply mutatis mutandis.

- HENNGE Device Certificate: Cybertrust Device ID Terms of Use (<https://www.cybertrust.ne.jp/deviceid/repository/>)
- HENNGE Cloud Protection: WithSecure Terms of Use (<https://www.withsecure.com/en/about-us/legal/terms>)
- HENNGE Connect: ngrok Terms of Service (<https://ngrok.com/tos>)

### 3. Onboarding Support

- The Onboarding Support Scope is limited to the followings.
  - General guide and instruction about our service features.
  - The standard information or documents that are required during the implementation phase.
  - The proposal to satisfy End User requirements during the implementation or the utility phase.
  - The initial setup during the implementation phase.

The following tasks are beyond the scope of the Onboarding Support.

(Those tasks that are out of the scope are not limited to the examples given in the following.)

- Project managing tasks such as creating issue lists and schedule management.
- Creation of information materials or provision of tool that are specific to particular End User requirements, such as customization of the standard information or creation of sample scripts.
- Tasks related to setup, connection and operational testing of external services such as Microsoft 365 (\*2), Google Workspace (\*1), and Active Directory (\*2).

#### • Other Information for the Onboarding Support

- We will receive inquiries by emails at the Support Desk between 10:00~18:00 of HENNGE business days (excluding Saturdays, Sundays, Japan National Holidays and any other HENNGE holidays).
- We may take some time to respond depending on the content of inquiries and their status.
- Meetings, if requested, will be conducted remotely in principle.
- For any issue which takes place during the Onboarding Support and which is caused by external services, HENNGE may request End Users to contact relevant companies which provide such services (e.g. Microsoft Corporation / Google LLC) for resolution.

### 4. Support Menu and Conditions of Support

Items	Content		Notes
Support	Japan	10:00~18:00	HENNGE business days (excluding

Hours	Domestic		Saturdays, Sundays, national holidays and other HENNGE holidays) in principle. *Same day response is not guaranteed.
		24 hours (For emergencies)	24 hours support in case of emergencies, such as major technical problems and recovering the service will be the highest priority. During outside of service hours, however, update is provided on the status dashboard.
	Overseas	24 hours	24 hours support. However, cases which are not classified as "High" in terms of priority will be supported during Japanese business hours. *Same day response is not guaranteed.
Accepting Method of Support Request	Japan and Overseas	Telephone	During outside of service hours, requests only for cases which are classified as "High" in terms of priority as described in the following paragraph 5 of this Exhibit by both parties will be accepted. Among requests and inquiries which are made outside of service hours, cases which are classified as "Medium" and "Low" will be only accepted on the same day and their support will commence from the next business day or later. *The contact phone number will be notified upon commencement of the service. *The call is recorded in order to improve the quality of our support services.
		Emails	Accepted 24 hours. However please note that responses are made during Japanese business hours. *Contact us by telephone in case of emergencies. *The contact mailing address will be notified upon commencement of the service.
Coverage		All functionalities	Regular Support:

		<p>of the Service and all technical problems of the Service</p>	<p>Only for such problems which cannot be resolved by End Users' referring to the operational manual and the web support site.</p> <p>Emergency Support: Only for cases which are agreed as "High" in terms of priority as described in the Paragraph 5 of this Exhibit by both parties will be accepted.</p>
<p>Content of Setup Service including Support Plus</p>			<p>Setup Service for those including users of Support Plus is the service that HENNGE Support Desk staff accesses to End User's HENNGE One environment with the access privilege granted by End User and undertake the configuration work on behalf of End User.</p> <p>Content of Setup Service HENNGE will undertake the necessary configuration change for following two services on the administration console on behalf of End User based on End User's requirements as End User utilizes the Service;</p> <ol style="list-style-type: none"> <li>1. HENNGE Access Control; and</li> <li>2. HENNGE Email DLP</li> </ol> <p>Note</p> <ul style="list-style-type: none"> <li>• HENNGE One Support Desk staff may refrain from providing the Setup Service in order to avoid such staff's access to End User's highly confidential information (setting related to single sign-on, resetting user password, etc.)</li> <li>• The Setup Service will be provided on a first-come-first-served basis in principle to all End Users.</li> <li>• There is no special request form to submit for the Setup Service; however instructions for work must be specifically given by End User.</li> <li>• If End User's requirements are not clear, HENNGE One Support Desk staff may separately verify the requirements.</li> <li>• Date of Service may vary depending</li> </ul>

			<p>on availability; generally, minor setting change may be conducted at least after 3 business days upon request and major setting change may be conducted at least after 10 business days upon request.</p> <ul style="list-style-type: none"> <li>• HENNGE One Support Desk staff undertakes the setup work on End User's behalf with utmost caution; however End User's verification is indispensable after the work is completed.</li> <li>• Setup Service is provided by HENNGE One Support Desk staff on a best effort basis and it does not guarantee that the Service will be provided on End User's requested date.</li> </ul>
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\* Cases where End User utilizes Cybertrust Device ID and other external linkage services for other purposes than to utilize HENNGE One will not fall under the Scope of Service as stated above.

## 5. Case Management and Initial Response Time

### (1) Case Management and Definitions of Priorities

HENNGE shall manage the support cases based on the relative priorities and deal with them accordingly.

Priorities are determined based on the following criteria;

High	<ul style="list-style-type: none"> <li>✓ Problems which affect the continuity of End User's business by interruption of the service functionality;</li> <li>✓ Problems which may cause loss of Tenant Data or security issues;</li> <li>✓ Other problems which are agreed as high priority between End User and HENNGE;</li> </ul>
Medium	<ul style="list-style-type: none"> <li>✓ Requests for setting change (including End Users who utilize Support Plus)</li> <li>✓ Problems with workaround solutions;</li> <li>✓ Problems which manifest under certain conditions;</li> </ul>
Low	<ul style="list-style-type: none"> <li>✓ Inquiries on general operational procedures, settings, and functionalities;</li> <li>✓ Inquiries, requests and other matters which are not urgent;</li> <li>✓ Inquiries regarding support knowledge;</li> </ul>

\*Priorities may be adjusted after investigation by the HENNGE One Support Desk staff. e.g., Revising the priority from "High" to "Medium" after workaround is found and provided.

\*Regardless of the criteria, resolution may take several days due to necessary investigations and analysis.

### (2) Target Initial Response Time by Priority

HENNGE sets the Target Initial Response Time by priority. In order for our initial response to

be precise and relevant, it is mostly appreciated that as much information as possible will be provided with respect to the problem, such as its impact and scope, whether it can be reproduced or not, what steps to take to reproduce, and so on.

High	Targeted to provide within 2 business hours of initial response and HENNGE's biggest focus is to recover the service.
Medium	Targeted to provide within 6 business hours of initial response.
Low	Targeted to provide within 8 business hours of initial response.

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