

(English Translation Only)

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HENNGE One Terms of Service

Article 1 (Purpose and Scope)

1. This HENNGE One Service Terms of Service (the "Terms") set forth the terms and conditions of the HENNGE One service (the "Service") to be provided by HENNGE K.K. ("HENNGE") which aims to improve the email transmission as well as usability of other electronic devices of Customer ("Customer").
2. All Customers using the Service shall have agreed to the Terms in advance, and shall use the Service in accordance with an agreement (the "Service Agreement") between such Customer, on the one hand, and HENNGE or a reseller appointed by HENNGE to resell the Service (including sub-resellers directly or indirectly subcontracted by resellers, collectively "Reseller"), on the other.

Article 2 (Content of the Service)

1. The Service means all services and application groups provided by HENNGE as part of HENNGE One, as defined on this website (<https://support.hdeone.com/hc/articles/48862139147673>).
2. The specific content and scope of the Service subscribed by each Customer and other terms and conditions of the subscription shall be specified in the Service Agreement.
3. HENNGE and its Reseller shall provide support services to Customer in accordance with the terms and conditions separately specified (<https://support.hdeone.com/hc/articles/47854387469849>), as services ancillary to the Service.
4. The provision of the preceding paragraph shall not apply to Customer who has entered into the Service Agreement with Reseller appointed by HENNGE Inc., which is HENNGE K.K.'s affiliate in the United States.

Article 3 (HENNGE Early Access Program)

1. The HENNGE Early Access Program ("HENNGE EAP") is a program that allows Customer to test new features, products, and services ("Beta Versions") developed by HENNGE prior to their official release. By agreeing to these Terms, you will be deemed to have agreed to the terms and conditions specified in the "HENNGE Early Access Program Terms of Use" (<https://support.hdeone.com/hc/ja/articles/4402391851417>) ("HENNGE EAP Terms of Use").
2. The Beta Versions are not included in the Service. Participation in HENNGE EAP and the trial use of the Beta Versions shall be governed by the HENNGE EAP Terms of Use.
3. The Beta Versions are not supported by the support services specified in Article 2, Paragraph 3.

Article 4 (HENNGE One API)

1. HENNGE One API is an API for integrating with the Service.
2. The use of HENNGE One API is governed by the HENNGE One API Terms of Use (<https://support.hdeone.com/hc/ja/articles/17922669164697>), which shall take precedence over these Terms of Use.
3. HENNGE One API is not supported by the support services specified in Article 2, Paragraph 3.

Article 5 (Integration with External Services)

1. Customer may use the Service by integrating it with other services provided by third parties ("Integrated External Services"). From time to time HENNGE will test the feasibility of integrating the Service with various Integrated External Services with reasonable care and publish a list of tested services (<https://support.hdeone.com/hc/articles/23952460315673>). However, HENNGE does not guarantee that the Service can be integrated with any of such services.
2. HENNGE shall not be liable for any damages caused by, arising out of, or attributable to specifications or defects or malfunctioning of the Integrated External Service.
3. Customer shall comply with the terms of use or other applicable terms and conditions established by the provider of the Integrated External Service when using such services.

Article 6 (the Service Agreement)

1. Customer seeking to use the Services must indicate its agreement to these Terms, issue an order form to HENNGE specifying the content of the Service to be ordered, the number of licenses, and other matters necessary for the use of the Service. The Service Agreement shall become effective when HENNGE expresses its acceptance of such order form.

2. In the event of any inconsistency between the provisions of these Terms and the terms of the Service Agreement, the terms of the Service Agreement shall prevail.

Article 7 (Minimum Usage Period)

1. The minimum usage period for the Service shall be one year from the commencement date specified in the Service Agreement.
2. If the Customer wishes to terminate the Service Agreement during the minimum usage period specified in the preceding paragraph, the Customer shall notify HENNGE in writing at least one month prior to the desired termination date using the method specified by HENNGE.
3. If there are any unpaid service fees or late payment damages at the time the notice specified in the preceding paragraph is received by HENNGE, Customer shall immediately pay such amounts.
4. Except as otherwise provided in these Terms, notwithstanding termination, Customer shall be liable to HENNGE for an amount equal to service fees for the contracted period specified in the Service Agreement that is remaining after the date of termination.

Article 8 (Renewal)

The Service Agreement shall be automatically renewed for one year term each under the same terms and conditions, unless either party otherwise notifies the other in writing at least one (1) month prior to the expiration of the then-current contract period.

Article 9 (Service Fees)

1. Customer shall pay HENNGE the specified service fees (including consumption tax and local consumption tax, as applicable, hereinafter the same) as consideration for the use of the Service.
2. The amount of the service fees and the payment terms shall be separately specified in the Service Agreement.
3. Service fees paid by Customer to HENNGE shall not be refunded under any circumstances, including changes to the terms of the transaction, unless otherwise explicitly specified in these Terms.
4. Even if Customer is unable to receive provision of the Service during the Service usage period as provided in Article 17 and/or Article 18, Customer shall pay the service fees including the period during which the Service was not provided. However, if the Service is completely unavailable ("Downtime") for a cumulative total of five business days or more during the period from the first day to the last day of any calendar month, the first sentence of this paragraph shall not apply to the service fees corresponding to the number of days of such Downtime (rounded up to the nearest whole day).

5. HENNGE may change the service fees (including the method of calculation) and other payment terms and conditions by notifying Customer or by posting such changes on HENNGE's website or other means at least one month prior to the expiration of the contract period.

Article 10 (Service Availability Guarantee)

1. If the functionality of the services constituting the Service that are subject to the separately defined Service Level Agreement ("SLA-covered Services") is interrupted and the service availability rate per month thereof falls below a certain threshold, HENNGE shall, upon Customer's request, reduce a portion of the amount HENNGE would otherwise charge for the next contract period following the renewal of the Service Agreement.
2. The definitions of SLA-covered Services and service availability rates, the amount of reduction, and other details shall be as specified on this website (<https://support.hdeone.com/hc/articles/115009574067>).

Article 11 (Provisions Not Applicable to Customers Contracted Through Reseller)

1. For Customer who have entered into a Service Agreement with Reseller ("Customer contracted through Reseller"), the following provisions of these Terms shall not apply.
Article 6 (The Service Agreement)
Article 7 (Minimum Usage Period)
Article 8 (Renewal)
Article 9 (Service Fees)
Article 10 (Service Availability Guarantee)
2. For Customer contracted through Reseller, the service fees specified by the relevant Reseller shall apply, and Customer shall pay such service fees directly to Reseller. Payment terms and other conditions shall be determined between Customer and Reseller, and HENNGE shall not be involved in such matters in any way.

Article 12 (Equipment Setup and Maintenance for the Use of Service)

1. Customer shall, at their own expense and responsibility, set up and manage their equipment in accordance with the terms and conditions specified by HENNGE for the provision of the Service, and maintain the environment necessary for the use of the Service.
2. Customer shall, at their own expense and responsibility, connect their equipment to the Internet using telecommunications services provided by telecommunications carriers or other entities.

3. HENNGE shall not be liable for any inability of Customer to use the Service due to any malfunction of Customer's equipment, Internet connection, or environment for using the Service.

Article 13 (Use by HENNGE One Account Users)

1. The user of the Service shall be limited to officers and employees of Customer and its affiliated companies (including temporary dispatched workers and subcontractors, regardless of the form of contract, who are engaged in the business of Customer or its affiliated companies; collectively, "HENNGE One Account Users") and the use shall be limited to the part of facility allocated to Customer ("Tenant") within the facility set up by HENNGE for the provision of the Service ("HENNGE Facility").
2. Customer shall, at the time of submitting its order and unless otherwise agreed to by HENNGE, enter into a Service Agreement that specifies the number of HENNGE One licenses ("Number of Subscribed Licenses ") that is the same as the number of accounts subscribed by Customer for the Integrated External Services that will be connected with the Service in accordance with Article 5, and the total number of HENNGE One Account Users shall not exceed the Number of Subscribed Licenses. If Customer uses multiple Integrated External Services, the Number of Subscribed Licenses shall be the same as the total cumulative number of accounts across all Integrated External Services minus any users who are counted multiple times.
3. The preceding paragraph shall apply to all HENNGE One service plans, except where HENNGE has established separate provisions.
4. Customer shall, at its own responsibility, explain to HENNGE One Account Users the terms and conditions applicable to the Service based on these Terms and have such HENNGE One Account Users agree with these Terms and comply with the same obligations as those imposed on Customer under these Terms.
5. Customer agrees that any use of HENNGE One by HENNGE One Account Users shall be deemed to be Customer's own use, and Customer shall be liable for all matters arising from the use of the Service by HENNGE One Account Users. In the event that any HENNGE One Account User violates any of the prohibited acts specified in Article 27, Paragraph 1, Customer shall promptly remedy such violation.

Article 14 (User ID and Password)

1. Customer shall not disclose or lend the User ID and password to any third party, nor shall Customer share them with any third party, and Customer shall strictly manage them so to not allow them to be leaked to any third party. HENNGE shall not be liable for any damage suffered by Customer or any other person due to improper management of the User ID and password, errors in use, or use by any third party.

2. If any third party uses the Service using Customer's User ID and password, HENNGE shall deem such use to be by Customer, and Customer shall bear all responsibility for such use. In addition, if HENNGE suffers any damages as a result of such use, Customer shall compensate HENNGE for such damages. The foregoing provisions of this paragraph shall not apply if the User ID and password were used by a third party due to fault attributable to HENNGE.

Article 15 (Handling of Tenant Data)

1. Customer shall be responsible for keeping a back-up copy of any information uploaded, sent, received, input or otherwise provided to us, by Customer through the use of the Service account ("Customer Data") and any system data including log data on Customer's tenant (all of the foregoing types of data collectively, "Tenant Data"), and HENNGE shall not be responsible for creating or keeping a backup of Tenant Data.
2. HENNGE may monitor, analyze, investigate, or take other necessary actions regarding Tenant Data if HENNGE determines that such actions are necessary for the maintenance, operational, or technical purposes for providing the Service. Notwithstanding the foregoing, personal data shall be subject to Article 33.
3. HENNGE shall not acquire any ownership, intellectual property rights, or any other rights to Customer Data.

Article 16 (Changes to the Specifications and Content of the Service)

1. HENNGE may, at its sole discretion and without obtaining Customer's consent, make changes to the content of the Service, changes to the method of using the Service, or version upgrades ("Service Changes") for the purpose of improving the functionality of the Service, adding new features, or making corrections.
2. In the event that Service Changes include significant changes to the user interface, changes to the Service URL, or other changes that result in changes to Customer's operating methods or require Customer to change the environment necessary for using the Service, HENNGE shall notify Customer in advance, provided that the foregoing shall not apply in cases of unavoidable circumstances where such advance notification is not feasible..
3. If changes to the Service require Customer to modify the settings of the devices they use or other aspects of their environment necessary for using the Service, Customer shall make such modifications at their own expense and responsibility.

Article 17 (Suspension of Service Provision)

1. HENNGE may suspend the provision of the Service in any of the following cases:

- (1) When HENNGE Facility or the equipment of telecommunications carriers or other businesses used for the provision of the Service ("Telecommunications Carrier Equipment") cannot be used due to maintenance, inspection, construction, or failure of such Facility and/or Equipment
 - (2) When HENNGE Facility or Telecommunications Carrier Equipment cannot be used due to power outages or other unavoidable circumstances
 - (3) Circumstances where HENNGE or the telecommunications carriers are unable to provide their services, such as decisions by government agencies, war, sabotage, armed conflict, import/export restrictions, fire, flood, or other severe disasters, global epidemics of infectious diseases, strikes or other labor disputes, suspension or delay of transportation services, or failure, suspension, or delay of third-party services or communication means not attributable to HENNGE or the Telecommunications Carrier Equipment attacks by viruses or other malicious software, denial-of-service attacks, mass transmission of spam emails, defects in third-party software, inability to secure raw materials, supplies, power sources, or equipment necessary to provide the Service
 - (4) Other cases where HENNGE determines that it is necessary to suspend the Service
2. In the event that the provision of the Service is suspended pursuant to the preceding paragraph, HENNGE shall notify Customer in advance of such suspension; provided that the foregoing shall not apply in cases of unavoidable circumstances where such advance notification is not feasible.
 3. HENNGE shall promptly notify Customer if it becomes aware of any malfunction in HENNGE Facility; provided that the foregoing shall not apply in cases of unavoidable circumstances where such advance notification is not feasible.
 4. If HENNGE becomes aware of any malfunction in the Telecommunications Carrier Equipment, HENNGE shall instruct the telecommunications carrier or other relevant entity providing such equipment to repair or restore it.
 5. HENNGE shall not be liable for any damages incurred by Customer as a result of the suspension of the Service specified in Paragraph 1.

Article 18 (Restrictions on the Use of the Service)

In the event of a natural disaster, other emergency situation, or the likelihood of such an occurrence, HENNGE may take measures such as partially suspending the use of the Service to prioritize emergency communications necessary for disaster prevention or rescue, ensuring the supply of transportation, communications, or power, or maintaining public order. In such cases, the provisions of the preceding Article, Paragraph 5, shall apply mutatis mutandis.

Article 19 (Discontinuation of the Service)

1. HENNGE may discontinue all or part of the Service at its discretion.
2. In the event that HENNGE discontinues all or part of the Service pursuant to the preceding paragraph, HENNGE shall notify Customer of such discontinuation at least six (6) months in advance; provided that the foregoing shall not apply in cases where there are unavoidable reasons.

Article 20 (Process upon Termination of the Service Agreement)

1. Upon termination of the Service Agreement, Customer shall promptly delete, at its own responsibility, all software provided by HENNGE in connection with the use of the Service, as well as all related data (including all or part of any copies of such software or materials stored on equipment installed by Customer for the purpose of using the Service).
2. In the case of the preceding paragraph, HENNGE shall promptly delete Tenant Data and its copies after the termination of the Service Agreement.
3. HENNGE shall not be liable for any damages incurred by Customer or any third party arising from the deletion of Tenant Data as described in the preceding paragraph after the termination of the Service Agreement.

Article 21 (Suspension of the Service)

If Customer falls under any of the following items, HENNGE may suspend the provision of the Service without prior notice to Customer.

- (1) When Customer ceases payment or any note or draft issued or underwritten by Customer is dishonored
- (2) When a petition for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation is filed
- (3) When a petition for provisional attachment, attachment, provisional disposition, or auction is filed
- (4) When there is a resolution to merge, dissolve, or transfer or discontinue all or a significant part of Customer's business
- (5) When Customer obstructs the operation of the Service or seriously damages the reputation or credit of HENNGE
- (6) When Customer engages in acts that cause significant interference with the use of the Service by third parties, or when there is a risk of such acts
- (7) When it is discovered that there are false statements in the application form for this Service
- (8) When Customer violates any provisions of these Terms

- (9) When Customer fails to pay the service fees for the Service by the payment due date specified in the Service Agreement

Article 22 (Subcontracting)

HENNGE may, at its discretion and without obtaining Customer's consent, subcontract all or part of the operations necessary for the provision of the Service to any third party. In such case, HENNGE shall impose on the subcontractor obligations equivalent to those imposed on HENNGE under these Terms, and shall be responsible for supervising and managing the subcontractor.

Article 23 (Ownership of Intellectual Property Rights)

All intellectual property rights, including copyrights, patents, and trademarks, related to the Services shall belong to HENNGE or the original rights holders. HENNGE does not grant to Customer any rights or licenses, whether express or implied, other than those expressly granted under these Terms. Customer hereby agrees in advance that if it provides HENNGE with any suggestions, opinions, or other feedback related to the Service, HENNGE may freely use such information.

Article 24 (Disclaimer of Warranties)

1. THE SERVICE AND ALL INFORMATION, MATERIALS, AND APPLICATIONS PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND HENNGE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY STATED IN THESE TERMS. HENNGE DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICE OR THE USE OF THE SERVICE WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY THIRD PARTY, OPERATE WITHOUT INTERRUPTION, ACHIEVE THE INTENDED RESULTS, BE COMPATIBLE WITH OR OPERATE WITH OTHER PRODUCTS, SYSTEMS, OR SERVICES, OR BE SAFE, ACCURATE, COMPLETE, FREE FROM HARMFUL CODE, OR FREE FROM ERRORS.
2. Without limiting the generality of the foregoing, in no event shall HENNGE be liable for any damages incurred by Customer for any reason listed below, including but not limited to breach of contract, tort, or any other cause of action, arising out of or in connection with the use of the Service:
 - (1) Damages caused by the inability to connect to HENNGE Facility or the facilities of telecommunications carriers due to problems with Customer's equipment, Internet connection, or the environment for using the Service

- (2) Damages caused by the performance of Internet connection services (including response times from HENNGE Facility or the facilities of telecommunications carriers)
 - (3) Damages resulting from Customer's violation of the procedures and/or security measures specified by HENNGE
 - (4) Damages caused by services provided by third parties other than HENNGE (including the Integrated External Services specified in Article 5)
 - (5) Damages caused by mandatory measures, court orders, or other compulsory dispositions based on laws and regulations, not attributable to HENNGE
 - (6) Other damages not attributable to HENNGE
3. HENNGE shall not be liable for any dispute between Customer and any third party which was caused due to Customer's use of the Service.

Article 25 (Limitation of Liability)

1. HENNGE's liability to Customer in connection with the Service and/or any Service Agreement shall be limited to actual and ordinary damages directly caused by HENNGE's fault, regardless of whether the basis on which the claim is made is breach of contract, infringement of intellectual property rights, tort, or otherwise, and HENNGE shall not be liable for any special circumstances or lost profits, regardless of whether such damages were foreseeable or not.
2. For any and all claims brought under these Terms, the aggregate liability of HENNGE shall in no event exceed the amount of the service fees actually paid by Customer for the Service during the 12-month period preceding the date on which the first incident causing the damage occurred.

Article 26 (Prohibited Acts)

1. Customer shall not engage in the following acts in connection with the use of the Service:
 - (1) Acts that infringe upon or are likely to infringe upon HENNGE's or a third party's intellectual property rights, including copyrights, patents, trademarks, or other rights
 - (2) Altering or deleting the content of the Service or any information accessible through the Service
 - (3) Allowing third parties to use the Service in violation of these Terms
 - (4) Sharing a single user ID among multiple individuals. Notwithstanding the foregoing, this restriction shall not apply if the number of user IDs applied for exceeds the total number of HENNGE One Account Users actually using the Service.

- (5) Acts that violate laws, regulations, or public order and morality
 - (6) Acts that cause harm to HENNGE or third parties
 - (7) Acts that discriminate against or defame others, or damage their reputation or credibility
 - (8) Acts that are related to or may be related to criminal activities such as fraud
 - (9) Sending or posting images, documents, or other materials that are obscene, child pornography, or child abuse
 - (10) Establishing or soliciting participation in an illegal pyramid scheme
 - (11) Using the Service by impersonating a third party
 - (12) Sending or posting computer viruses, worms, Trojan horses, or other harmful computer programs
 - (13) Sending unsolicited advertisements, promotions, or solicitations to third parties, or sending emails that may cause third parties to feel aversion or that may potentially cause such feelings (spam emails)
 - (14) Acts that interfere with or may interfere with the use or operation of third-party facility or HENNGE Facility.
 - (15) Unauthorized access to HENNGE's website, services, or related networks
 - (16) Reproduction of HENNGE Device Certificates
 - (17) Using the Service for the purpose of investigating, developing, or selling products similar to the Service, either directly or through a third party
 - (18) Acts of conducting unauthorized investigations or benchmarking of the security mechanisms of assets or services provided by HENNGE without HENNGE's prior consent
 - (19) Posting links in a manner or for the purpose of encouraging acts that fall under any of the preceding items, while knowing that such acts fall under any of the preceding items
2. If Customer becomes aware of any act described in the preceding paragraph, or if Customer determines that there is a risk of such an act occurring, Customer shall immediately notify HENNGE.
 3. HENNGE may, without prior notice to Customer, suspend the provision of all or part of the Service, or delete information related to acts falling under any of the preceding items, if HENNGE becomes aware that Customer's acts fall under any of the preceding items, or that the information provided by Customer is related to acts falling under any of the preceding items. However, HENNGE shall not be responsible for monitoring Customer's acts or the information provided or transmitted by Customer (including Customer Data and other content) or deemed to have been provided or transmitted by Customer.

Article 27 (Provision to Third Parties)

1. Use of the Service is permitted only within Customer's organization, and Customer shall not engage in the following acts, whether for compensation or not:
 - (1) Incorporating the Service into services provided by Customer to third parties
 - (2) Using the Service to provide it to third parties as Customer's services or as part of additional services provided by Customer.
2. Notwithstanding the foregoing, if Customer provides the Service to any third party for the benefit of such third party ("Third Party User") with the prior written consent of HENNGE, Customer shall, at its own responsibility, explain the terms and conditions of the Service as set forth in these Terms to the Third Party User, obtain the Third Party User's consent to these Terms, and ensure that the Third Party User complies with the same obligations as those imposed on Customer under these Terms. In such case, Customer hereby acknowledges and agrees that any use of the Service by the Third-Party User shall be deemed to be Customer's use of the Service, and Customer shall be solely responsible for all matters arising from such use.

Article 28 (Amendment of the Terms)

1. HENNGE may amend any of these Terms or the content of the Service in accordance with applicable laws without obtaining consent from Customer or HENNGE One Account Users.
2. Amendments to these Terms shall take effect on the date of amendment, and the amended Terms shall apply to the use of the Service by Customer on or after such date.
3. HENNGE shall notify Customer on the web support site (<https://support.hdeone.com/hc/ja>, the "Support Site") of any amendments to these Terms at least one month in advance; provided that, such advance notification will not be required in case of minor amendments that do not adversely affect Customer, such as minor revisions to wording, in which case HENNGE may notify Customer by other appropriate means.

Article 29 (Notice)

1. Notifications from HENNGE to Customer shall be made by sending an email or posting the notification content on the Support Site, unless otherwise specified in these Terms.
2. In these Terms, when HENNGE notifies Customer by sending an email or posting on the Support Site, such notification shall take effect at the time the email is received by Customer or at the time the notification is posted on the Support Site.
3. If there are any changes to the information provided by Customer to HENNGE at the time of applying for the Service (including but not limited to company name, contact person's name, number of licenses, domain name), Customer shall promptly notify

HENNGE of such changes by the method specified by HENNGE, either directly or through Reseller.

Article 30 (Force Majeure)

HENNGE shall not be liable for any failure or delay in the performance of its obligations under these Terms due to force majeure, including but not limited to earthquakes, fires, floods, epidemics, natural disasters, power outages, communication line disruptions, or other unforeseeable circumstances beyond its control.

Article 31 (Assignment of Rights and Obligations)

Customer may not grant, assign, or otherwise transfer any rights or obligations related to the use of the Service to a third party without HENNGE's prior written consent.

Article 32 (Confidentiality)

1. HENNGE shall use the information obtained from Customer in connection with the provision of the Service (excluding Customer Data; "Customer Confidential Information") solely for the purpose of providing, developing, improving, and proposing the HENNGE products and services, including the Service (the "Service Purpose").
2. HENNGE shall not disclose Customer Confidential Information to any third party except when discloses such information to HENNGE's subsidiaries, affiliates, and subcontractors for the Service Purpose.
3. HENNGE may analyze Customer Confidential Information in a manner that does not identify Customer or specific individuals for statistical purposes, and may publicly disclose the statistical results of such analysis.
4. Customer shall not use the information listed below ("HENNGE Confidential Information") for any purpose other than the use or consideration of HENNGE's products and services, including the Service, and shall not disclose or provide such information to any third party without HENNGE's prior written consent other than officers and employees of Customer who need to know such information for the aforementioned purpose
 - (1) Information provided to Customer by HENNGE that is designated or notified by HENNGE as confidential information.
 - (2) Business or technical information of HENNGE obtained by Customer in connection with or during the use of the Service
 - (3) User ID, password, and other information provided by HENNGE exclusively to users of the Service
5. Notwithstanding the provisions of Paragraph 1 and the preceding paragraph, the recipient (Customer or HENNGE, whichever is receiving the confidential information; the

same applies hereinafter) may disclose information obtained from the discloser (Customer or HENNGE, whichever is providing the confidential information; the same applies hereinafter) to a third party in any of the following cases:

- (1) When prior consent has been obtained from the disclosing party
- (2) When required by law
- (3) When the recipient already possessed the information at the time of receiving it from the disclosing party
- (4) When the information was already publicly available at the time it was received from the disclosing party
- (5) If the information becomes publicly known after it is received from the disclosing party, and such disclosure is not due to the fault of the recipient
- (6) When the information is lawfully obtained from a third party with legitimate authority
- (7) When the information was independently developed or obtained without using the information obtained from the disclosing party

Article 33 (Protection of Personal Data)

HENNGE shall handle personal data of Customer contained in Tenant Data in compliance with laws and regulations, and various guidelines regarding the protection of personal information, and based on the Data Processing Agreement ("Data Processing Appendix" <https://support.hdeone.com/hc/articles/49607780332953>).

Article 34 (Exclusion of Anti-Social Forces)

1. Customer and HENNGE shall not, either directly or through their officers (including, regardless of title, advisors, consultants, employees engaged in the conduct of business, or any other persons deemed to be participating in the management of the business), employees, and HENNGE One Account Users, do not fall under any of the categories listed below ("Anti-Social Forces"), and will not do so in the future, and that they do not have and will not have any relationship with Anti-Social Forces.
 - (1) The "Organized Crime Countermeasures Guidelines" issued by the National Police Agency, which include "organized crime groups, members or associated members of organized crime group, organized crime group-affiliated companies, meeting hall operators, social movement pretenders, special intelligence-based violent groups, and other similar entities
 - (2) Any person who is deemed to have a deep personal, capital, or economic relationship with the persons listed in the preceding paragraph through the

provision of funds, favors, or other means for the purpose of obtaining improper benefits

2. Customer and HENNGE hereby undertake not to engage in any of the following acts, either directly or through a third party (including HENNGE One Account Users):
 - (1) Acts involving fraud, violent behavior, or threatening language
 - (2) Illegal acts or unreasonable demands
 - (3) Acts that interfere with business operations
 - (4) Acts that damage reputation or credit
 - (5) Any acts equivalent to the foregoing
3. Customer and HENNGE shall cooperate with the other party in taking any necessary measures requested by the other party in connection with the preceding paragraphs. Furthermore, if either party notifies the other party of any suspected violation of any provision of this Article, the notified party shall respond to such notification within a reasonable period of time.
4. Customer and HENNGE shall have the right, without any obligation and without prior notice, to immediately suspend the provision of the Service or terminate the Service Agreement if the other party violates any provision of this Article (including cases where the response referred to in the preceding paragraph is deemed unreasonable).
5. The provisions of this Article apply to Customer located within Japan.

Article 35 (Survival Clause)

Article 5, Paragraph 2 "Integration with External Services", Article 13, Paragraph 4 "Use by HENNGE One Account Users", Article 14 "User ID and Password", Article 15 "Handling of Tenant Data", Article 17, Paragraph 5 "Suspension of Service Provision", Article 18 "Restrictions on the Use of the Service", Article 20 "Process upon Termination of the Service Agreement", Article 23 "Ownership of Intellectual Property Rights", Article 24 "Disclaimer of Warranty", Article 25 "Limitation of Liability", Article 30 "Force Majeure", Article 31 "Assignment of Rights and Obligations", Article 32 "Confidentiality", Article 33 "Protection of Personal Data," this Article, and Article 36 "Governing Law and Jurisdiction" shall remain in effect even after the termination of the Service Agreement, regardless of the cause of such termination.

Article 36 (Governing Law and Jurisdiction)

These Terms shall be governed by and construed in accordance with the laws of Japan. Any disputes arising out of or in connection with these Terms or the use of the Service between Customer and HENNGE shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 37 (Special Provisions)

1. In the case of a license for HENNGE One for Education, Article 13 of these Terms shall be replaced with the following paragraph:

Article 13 (Use by HENNGE One Account Users)

1. The user of the Service shall be limited to officers, employees, students, or other persons authorized by Customer to use the Service in accordance with the provisions of these Terms, who belong to Customer, the use shall be limited to within the premises of the school or other institution managed or operated by Customer, and within the part of facility allocated to Customer ("Tenant") within the facility set up by HENNGE for the provision of the Service ("HENNGE Facility"), and.
 2. Customer shall, at its own responsibility, explain the terms and conditions of the Service as set forth in these Terms to HENNGE One Account Users and obtain their consent, and ensure that HENNGE One Account Users comply with the same obligations as those imposed on Customer under these Terms.
 3. Customer agrees that the use of the Service by HENNGE One Account Users belonging to Tenant managed by Customer shall be deemed to be Customer's own use, and Customer shall be liable for all matters arising from the use of the Service by HENNGE One Account Users. In the event that any HENNGE One Account User violates any of the prohibited acts specified in Article 27, Paragraph 1, Customer shall promptly remedy such violation.
2. If Customer uses HENNGE Device Certificate, HENNGE Cloud Protection, or HENNGE Connect, Customer shall comply with the terms and conditions set forth by the respective providers in addition to the terms and conditions of these Terms. However, in the event of any inconsistency between the terms and conditions of these Terms and the terms and conditions of the respective providers, these Terms shall prevail.
 - a. HENNGE Device Certificate: CyberTrust Device ID Terms of Use (<https://www.cybertrust.ne.jp/deviceid/repository/>)
 - b. HENNGE Cloud Protection: WithSecure Terms of Use (<https://www.withsecure.com/jp-ja/about-us/legal/terms>)
 - c. HENNGE Connect: ngrok Terms of Service (<https://ngrok.com/tos>)Notwithstanding the provisions of Article 19, in the event that HENNGE discontinues the provision of HENNGE Cloud Protection and HENNGE Connect, HENNGE shall notify Customer of such discontinuation at least one month in advance.

Furthermore, in the event that HENNGE discontinues the provision of HENNGE Cloud Protection, HENNGE may transfer Customer Confidential Information of Customer using HENNGE Cloud Protection to WithSecure Co., Ltd.