

## **(English Translation Only)**

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### **HENNGE One Terms of Service**

This HENNGE One Terms of Service ("TOS") sets forth the content as well as the terms and conditions to provide the HENNGE One ("Service") which has been developed and provided by HENNGE K.K. ("HENNGE") in order to improve the email transmission as well as usability of other electronic devices of Customer. Customer shall accept the content of TOS and agree to comply with the terms and conditions herein as it utilizes the Service by submitting the HENNGE-designated application form to HENNGE.

#### **Article 1 (Scope of TOS)**

TOS shall be applied to all Customers who utilize the Service.

#### **Article 2 (Establishment of Individual Agreement)**

1. Customer shall, upon its consents to TOS, issue a purchase order form, stating the name of the service(s) to utilize, the number of accounts, and so on ("Contract terms").
2. Individual Agreement for the Service shall be deemed as established when Customer issues the purchase order form as set forth in the preceding paragraph and HENNGE declares its intention to accept the order.
3. If HENNGE fails to respond within five (5) business days from the date of receipt of the purchase order form as set forth in Paragraph 1, the declaration of its intention to accept the order is deemed as made upon expiration of such five-day period.
4. In the event of any contradiction between the content of TOS and Individual Agreement, the provisions of Individual Agreement shall prevail.

#### **Article 3 (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, ~~and~~ (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 Customer with such support service as set forth in the Paragraph 3 and Paragraph 4 of the exhibit hereto as an ancillary service to the Service.

#### **Article 3 part 2 (HENNGE Early Access Program)**

1. HENNGE Early Access Program ("HENNGE EAP") is a program that allows customers to test new features, products, and services developed by HENNGE ("The betas") before they are officially sold. By agreeing to this TOS, you agree to participate in the HENNGE EAP and to be bound by the "HENNGE Early Access Program Terms of Service" (<https://support.hdeone.com/hc/ja/articles/4402391851417>, "HENNGE EAP TOS").
2. The betas are not included in the Service, and the HENNGE EAP Terms of Service shall take precedence over the TOS with respect to participation in the HENNGE EAP and trial use of each beta in the HENNGE EAP.
3. The betas are not included in the scope of the support services specified in exhibit 3 and exhibit.

### **Article 3 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/en-us/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 4 (Linkage with External Service)**

1. ~~Customer~~ 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. Customer shall comply with the terms and conditions for use and so on of the relevant external 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 5 ~~(Minimum Use Term)~~**

1. Minimum use term of the Service shall be one (1) year commencing from the commencement date which is separately set forth in Individual Agreement.
2. In the event that Customer wishes to terminate Individual Agreement prior to expiration of the minimum use term as stated in the preceding paragraph, unless otherwise provided in TOS, Customer shall pay HENNGE the penalty whose amount is equal to the service fee for the remaining period of the minimum use term.

### **Article 6 ~~(Renewal)~~**

The Individual Agreement shall be automatically renewed for a period of additional one (1) year unless either HENNGE or Customer expresses otherwise no later than one month prior to the expiration date of Individual Agreement and the same shall apply thereafter.

### **Article 7 ~~(Service Fee)~~**

1. Customer shall pay following fees and charges to HENNGE as it utilizes the Service;
  - (1) Subscription Fee - Fee and processing charge for initial configuration of the Service.
  - (2) Service Fee – Compensation to utilize the Service.
2. Payment terms for the Subscription Fee and the Service Fee shall be separately determined and agreed in Individual Agreement.
3. Subscription Fee and the Service Fee which are paid by Customer to HENNGE shall not be refundable for any reason (like changes of contract terms etc), unless otherwise set forth in TOS.
4. Customer shall pay the Service Fee as well as any consumption tax and other taxes assessed thereon for the full subscribed term even during the period of time when the Service may not be available to Customer in accordance with the provisions of the Article 13 and 14 herein; provided however in the event that the time period when the Service is totally unavailable to Customer ("Downtime") due to reasons as set forth herein comes to more than five (5) business days from the beginning of each month until the end of such month, Service Fee for such number of days of Downtime as well as any consumption tax and other taxes assessed thereon shall be waived (any fraction less than one (1) day of Downtime shall be rounded up).
5. HENNGE may revise the ~~S~~ervice ~~F~~ee for the ~~S~~ervice (including its calculation

method) and other payment terms by notifying the customer at least one (1) month prior to the expiration of the contract period, or by notifying the customer on the HENNGE website.

**Article 8 —((Configuration and Maintenance of Facilities to Utilize Service)**

1. Customer shall, at its own cost and responsibility, set up and manage Customer'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. Customer 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 Customer'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 Customer.✦

**Article 9 —((Utilization by Users)**

1. ~~Utilization of the Service shall be limited to officers as well as employees of Customer and Customer affiliates (regardless of their form of employment, those who engage in business operations of Customer or Customer's affiliates and including their temporary workers dispatched from staffing agencies and their contractors; hereinafter collectively "Users") and within the part of facility which is allocated to Customer ("Tenant") among the facility which is set up by HENNGE to provide the Service (HENNGE Facility). User of the Service shall be the officers and employees of Customer and Customer's affiliates (those who engage in work of Customer and Customer's affiliates regardless of their form of contract, hereinafter "User") .ff~~
2. Customer shall, at the time of application of the Service,✦ subscribe 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 4 herein, in principle. In the event of multiple external services to be linked and utilized, the number of Licenses to be subscribed shall be ~~the same as~~ the total number of accounts ~~users~~ of all the external services, excluding ~~the number of redundant account~~ 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 Customer makes the Service available to Users, Customer shall, under its own responsibility, explain to Users the conditions of the Service to be provided hereunder, obtain their consent, and shall be liable for such Users' compliance with the same obligations as Customer bears hereunder.~~
5. ~~Customer shall consent that Users' to the utilization of the Service by Users, and shall be deemed as the Customer's own utilization of the same and shall be liable for all the events which take place on such Users' end. In the event that Users breaches any of the items listed in the Paragraph 1, Article 25 — herein, which are the prohibited matters, Customer shall immediately cure such breach.~~
6. ~~HENNGE may, as it determines necessary from maintenance, operational, or technical point of view, monitor, analyze, examine, and investigate all the data and log data which are provided and/or transmitted by Users through the Service ("Customer Data").~~
7. ~~HENNGE shall acquire no right in or to the Customer Data whatsoever, including but not limited to ownership right and intellectual property rights.~~

**Article 10 —((User ID and Password)**

1. Customer may not lend or share its user ID and password with any third party except that Customer discloses such information to 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 Customer 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 Customer's user ID and password, HENNGE will deem such use as Customer's own use and Customer shall be liable for any and all financial consequences incurred by such use. Also, in the event that HENNGE incurs any damage due to such use, Customer shall compensate the damage unless such third party's use of user ID and password is due to reasons attributable to HENNGE.

#### **Article 11 — ((Backup))**

Customer shall, under its own responsibility, save and back up the Customer Data which is set forth in ~~the Paragraph 6~~, Article 9, Paragraph 6 herein. Except the cases where HENNGE bears special obligations as set forth in Individual Agreement, HENNGE shall not be liable for any storage, saving, or backing up of Customer Data.

#### **Article 12 — ((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 Customer's consent and at HENNGE's sole discretion.

2. Among the Service Change, such changes which affect Customer’s operation method and/or Customer’s utilization environment such as those require substantial changes of user interface and/or changes of the service URL, HENNGE shall provide a prior notice to Customer; provided however in the event of emergency Service Change or Service Change due to inevitable reasons, such prior notice may not be available.

3. Customer shall, at its own responsibility and cost, make any necessary change or adjustment of Customer's environment such as the configurations of Customer's appliances and alike which may become necessary for Customer to continue to utilize the Service as a result of the Service Change.

#### **Article 13 — ((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 facility which is set up by HENNGE to provide the Service (“HENNGE Facility”) or the facility of a 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; and

(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 shall provide Customer a prior notice; provided however in the event that such prior notice is not available due to emergency or other reasons, HENNGE shall provide a notice as soon as practicable.

3. In the event that HENNGE becomes aware of any failure with the HENNGE Facility,

HENNGE shall immediately notify Customer and make efforts to repair or recover the HENNGE One Service without delay.

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. In the event of any problem with respect to provision of the Service, Customer and HENNGE shall notify each other without delay and take necessary measures which are to be taken by each party upon consultation by both parties to determine such measures.

6. HENNGE shall not be liable for any damage incurred by Customer due to suspension of the Service which is set forth in the Paragraph 1.

#### **Article 14 —((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 6 of the preceding article shall apply mutatis mutandis.

#### **Article 15 —((Guarantee of Service Availability)**

1. Among any of the service which consists the Service, in the event that the functionalities of the services which are covered by the service level guarantee ("Guaranteed Services") become unavailable and the monthly operational rate falls lower than a certain level, HENNGE shall, partially reduce the amount which will be charged to Customer for the renewal term of Individual Agreement if such renewal is made, based on Customer's reduction request, after the date of such reduction request.

2. The details of the Guaranteed Services, operational rate, as well as the reduced amount shall be set forth in the Paragraph 6 of the exhibit hereto.

#### **Article 16 —((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 shall provide Customer with at least six (6) months' prior notice. But in the case HENNGE Cloud Protection and HENNGE Connect, HENNGE shall provide Customer with at least one (1) month' prior notice.

3. In the event that HENNGE Cloud Protection is discontinued in accordance with Paragraph 1, the support information of customers who have subscribed to HENNGE Cloud Protection may be transferred to WithSecure K.K..

4. In the event that the Service is discontinued, whole or a part, HENNGE shall, after such discontinuation date, refund Customer the amount which is equal to the Service Fee and consumption tax thereon calculated for the number of days of Customer's inability to use the Service due to such discontinuation (any fraction less than one (1) day shall be rounded up) from the Service Fee which was already paid by Customer.

#### **Article 17 —((Termination of Individual Agreement by Customer)**

1. Customer may terminate Individual Agreement by sending HENNGE at least one-month prior notice from the date of its desired termination in a designated manner by HENNGE.

2. Customer shall, upon arrival of the notice as set forth in the preceding paragraph at HENNGE, immediately pay any unpaid Subscription Fee, Service Fee and/or late payment penalties, if any.

3. In the event of termination by Customer as set forth in the Paragraph 1, unless otherwise specified herein, Customer shall pay HENNGE a penalty whose amount is equal to the Service Fee for the remaining period of the effective term as set forth in Individual Agreement.

**Article 18 — ((Process upon Termination of Individual Agreement))**

1. Upon termination of Individual Agreement, Customer 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 Customer in order to utilize the Service; same applies hereafter) under Customer's responsibility.
2. Upon termination of Individual Agreement, HENNGE shall promptly delete the materials and copies thereof, whole or a part, which may be stored in the HENNGE Facility by Customer in order to utilize the Service ("Tenant Data").
3. HENNGE shall not be liable for any damage incurred by Customer or any third party in relation to the deletion of the Tenant Data pursuant to the preceding paragraph after termination of Individual Agreement.

**Article 19 — ((Stoppage of the Service and Termination of Individual Agreement))**

1. In the event that any of the following takes place to Customer, HENNGE may stop providing the Service or terminate Individual Agreement without notice;

- (1) If Customer ceases payment or if any note or check issued or underwritten by Customer 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 Customer interferes with the operation of the Service or defames HENNGE;
  - (6) If Customer engages in an act to interfere with any third party's utilization of the Service or there is a possibility that Customer engages in such act;
  - (7) If any false statement by Customer is discovered in the application form; or
  - (8) If Customer is in breach of TOS as well as Individual Agreement (except for minor breach).
2. Service Fee during such period when the Service is stopped in accordance with the preceding paragraph shall remain payable by Customer.
3. In the event that Individual Agreement is terminated in accordance with the Paragraph 1 herein, Customer shall lose the benefit of time in relation to any debt Customer owes to HENNGE and such debt shall become immediately due and payable by Customer to HENNGE.

4. In the event that any of the following takes place to HENNGE, Customer may terminate Individual Agreement without notice;

- (1) If HENNGE ceases payment or if any note or check issued or underwritten by Customer 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 by HENNGE; or
- (5) If HENNGE defames Customer.

5. In the event that Individual Agreement is terminated, regardless of the provisions of ~~the Paragraph 1, Article 5, Paragraph 1 — or the Paragraph 3, Article 7, Paragraph 3 —~~, HENNGE shall refund the amount which is equal to the Service Fee and consumption tax thereof



calculated for the remaining number of days (any fraction less than one (1) day shall be rounded up) of the effective term as set forth in Individual Agreement.

**Article 20 —((Subcontract))**

HENNGE may subcontract to any third party, its necessary work to provide Customer with the Service, whole or a part, at HENNGE's sole discretion. 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 21 —((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 and technology shall remain the properties of HENNGE and their original right holders.

**Article 22 —((Assignment of Rights and Obligations))**

Customer may not license, assign or transfer or 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 23 —((Damage Compensation))**

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

**Article 24 —((Disclaimers))**

1. Except as otherwise specified herein, all the information, contents, and services available to Customer through HENNGE shall be provided on "as is" basis and HENNGE shall make no warranties whatsoever, express or implied. Customer 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 the 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 Customer or Users due to following reasons;
  - (1) Force majeure such as natural disasters, riots, and public disturbance;
  - (2) Problems in Customer's network environment such as problems of Customer'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 Customer's or Users' 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 due to reasons 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 Customer and any third party which was caused due to Customer's or Users' utilization of the Service.

**Article 25 —((Prohibited Matters))**

1. Customer 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 Customer is larger than total number of actual 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; or
  - (15) Copy any HENNGE Device Certificate;
  - (16) Use of ~~the~~ the Service for the purpose of researching, developing, or selling products similar to ~~the~~ the Service by oneself or a third party;
  - (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 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 come to Customer's knowledge or such conduct may be anticipated by Customer, Customer shall immediately notify HENNGE.

3. In the event that HENNGE comes to know that Users' conduct which fall under either of the items listed in ~~the P~~ Paragraph 1 above, or information provided by Users is related to any of the conduct which falls under either of the items in the said paragraph, HENNGE shall be entitled to stop 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 Users' conduct or the information (including Customer Data and other contents) which is provided or transmitted by User (which may be deemed as use by Customer).

4. In the event that HENNGE stops providing the Service, whole or a part, based on the preceding paragraph, the provision of ~~the Paragraph 2, Article 19~~, Paragraph 2 herein shall apply mutatis mutandis.

#### **Article 26 ~~Resale~~**

Customer may be able to utilize the Service for the sole purpose of its own use and may not utilize the Service without prior written consent from HENNGE to incorporate as a part of Customer's service to be provided to a third party or as another service provided by Customer or as an ancillary service to such services provided by Customer, whether such service is charged or free-of-charge.



**Article 27 —(~~(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 Customer and 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 Users who utilizes the Service after such effective date.

3. In the event that HENNGE amends TOS, HENNGE shall provide Customer at least one month prior notice on its web support site (<https://support.hdeone.com/hc/en-us>) provided however it shall not apply to minor amendment which shall not cause any disadvantage to Customer, such as modifications of the wording, and such minor amendment shall be notified in such a manner as deemed appropriate by HENNGE.

**Article 28 —(~~(Notice)~~)**

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

2. Based on the preceding paragraph, in the event that HENNGE provides a notice to Customer by email or announcement on its web support site, such notice shall take effect at the time of arrival of such email at Customer 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 Licenses and domain), Customer shall promptly update such change by utilizing the HENNGE's designated change form whenever such change takes place.

**Article 29 —(~~(Confidentiality)~~)**

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

However, HENNGE may disclose Customer 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 Customer's violation of this Terms of Service or an Customer'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 Customer Confidential Information for statistical purposes in such a way that Customer and specific individuals cannot be identified, and may publish the statistical results to the public.

3. Customer 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 Customer.

(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.

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

- (1) The Disclosure Party Customer'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 HENNGE at the time of acquisition of such information by HENNGE from Customer the Disclosing Party;
- (4) Information which is already known to public at the time of acquisition of such information by HENNGE from Customer the Disclosing Party;
- (5) Information which becomes public without fault of HENNGE the Receiving Party after acquisition of such information by HENNGE from Customer the Disclosing Party;
- (6) Information which is rightfully acquired by HENNGE the Receiving Party from a duly authorized third party; or
- (7) Information which is originally developed or acquired by HENNGE the Receiving Party without referring to the information acquired from Customer the Disclosing Party.

~~3. In the event that Customer is in breach of TOS or engages in any conduct to disturb the provision of the Service, HENNGE may utilize the information acquired from Customer or provide it to a third party to the extent necessary in order to ensure smooth provision of the Service.~~

### Article 30 ~~—~~ ((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 Customer's tenants as it provides the Service;
- (2) As HENNGE undertakes the configuration work on behalf of Customer based on Customer's request while providing the "HENNGE One Onboarding Support" in the Service;

~~(3) As HENNGE undertakes the configuration work on behalf of Customer based on Customer's request to Customer 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 Customer, to Customer who utilizes the Tadrill;~~

~~(5) As HENNGE receives error information and other information to examine as a result of analyzing Customer's mails, utilizing the mail analysis program created by HENNGE based on Customer's request; or~~

~~(6) As HENNGE takes necessary actions, such as to monitor, analyze, examine, and investigate the Customer Data based on the provision of the Paragraph 6, Article 9, 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 Individual Agreement, HENNGE shall delete the personal data by deleting the Tenant Data pursuant to the provision of ~~the Paragraph 2~~, Article 18, 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 Customer;
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("GDPR") is applicable to Customer and Customer 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 Customer, act for Customer, such as supporting Customer’s compliance with the GDPR. Customer shall, under its own responsibility, be responsible for obtaining consent for utilizing the personal data which is necessary to utilize the Service.

### **Article 31 (Elimination of Anti-social Forces)**

1. ~~Customer and HENNGE~~ ~~and Customer~~ 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 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. ~~Customer and HENNGE~~ ~~and Customer~~ covenant that they will not engage in or cause any third party (including 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. ~~Customer and HENNGE~~ ~~and Customer~~ 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 ~~Customer or HENNGE~~ ~~or Customer~~ may immediately stop providing the Service or terminate Individual Agreement without notice in the event that 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 incurring any liability to the other party.

### **Article 32 (Survival)**

The provisions of Article 4, Paragraph 2 “Linkage with External Service”, Article 5, Paragraph 2 “Minimum Use Term”, Article 7, Paragraph 3 “Service Fee”, Article 9, Paragraph 4 “Utilization by Users”, Article 10 “User ID and Password”, Article 11 “Backup”, Article 13, Paragraph 6 “Suspension of Service”, Article 14 “Restriction of Use of Service”, Article 16, Paragraph 4 “Discontinuation of Service”, Article 17, Paragraph 3 “Termination of Individual Agreement by Customer”, Article 18 “Process upon Termination of Use Agreement”, Article 19, Paragraphs 3 and 5 “Stoppage of the Service and Termination of Individual Agreement”, Article 22 “Assignment of Rights and Obligations”, Article 23 “Damage Compensation”, Article 24 “Disclaimers”, Article 29 “Confidentiality”, Article 30 “Protection of Personal Data”, Article 31, Paragraph 4 “Elimination of Anti-social Forces”, Article 33 “Governing Law and Court of Jurisdiction”, Article 34 “Consultation” and this Article shall apply even after termination of the Use Agreement, regardless of the cause of termination.

**Article 332 — ((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 Customer and HENNGE shall be submitted to the Tokyo District Court as the exclusively agreed jurisdictional court of first instance.

**Article 343 — (Consultation)**

All issues that are not set forth in TOS or all disputes, controversies or differences which may arise between the parties, out of or in relation to or in connection with TOS shall be resolved by the parties after discussion in good faith.

**Article 35 (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**

Each provision herein applies in relation to the services for which Customer has submitted a purchase order form to HENNGE;

### **1. Service Menu**

#### **(1) HENNGE Email DLP:**

HENNGE Email DLP is a service to prevent missending of emails from Exchange Online(\*2) or Google Workspace Gmail for Business Web Mail Service(\*1) under the condition that the mail sending does not exceed the limit outlined in the following article (<https://support.hdeone.com/hc/ja/articles/360017461194>).

#### **(2) HENNGE Email Archive:**

HENNGE Email Archive provides a long-term email backup storage service in auxiliary to the email storage provided by Exchange Online(\*2) or Google Workspace Gmail for Business Web Mail Service(\*1). The service will archive sent and received emails if and only if the total number of messages do not exceed 4,000 per user per day and the email is under a certain size that can be successfully indexed.

**(3) HENNGE Cloud Protection:** Uses WithSecure™ Elements Collaboration Protection (\*6), and detects dangerous email accounts and malicious inbox rules in Microsoft 365 emails. Advanced Threat Detection runs suspicious files in a quarantined virtual sandbox environment and provides advanced security analysis services.

#### **(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 (\*Optional)**

Provides access control service by using Cybertrust Device ID(\*3), install HENNGE Device Certificate in a device and specify available HENNGE Device Certificate.

#### **(7) HENNGE Lock**

HENNGE Lock is an application for login confirmation or being the hub for reading the HENNGE Device Certificate when users login to HENNGE Access Control.

#### **(8) HENNGE Connect:**

Uses ngrok (\*7) to provide a seamless remote access environment to on-premise systems which can be access controlled by HENNGE Access Control.

#### **(9) HENNGE Secure Transfer:**

Provides service which allows a sender User or a receiver 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:**

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

### **2. Terms of Provision**

• To use this service, you need to meet the requirements which are described in following article.

Supported environments for HENNGE One



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

### 3. Onboarding Support

- The Onboarding Support Scope is limited to the followings.
  - General guide and instruction documents about the our service features.
  - The standard information or documents that are required during the implementation phase.
  - The proposal to satisfy customer 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 is not limited to the examples given in the following.)

- Project managing tasks such as issue management and schedule management.
- Customization of the standard information or sample programs that are specific to particular requirements
- Tasks related to configuration, connection and operation testing of external services such as Microsoft 365(\*2), Google Workspace(\*1) or Active Directory(\*2).

- Other Information for the Onboarding Support

- We will receive inquiries Emails via the support window between 10:00~18:00 HENNGE business days (excluding Saturdays, Sundays, Japan National Holidays and any other HENNGE holidays).
- We may take longer to respond to more sophisticated inquiries.
- Meetings will be conducted remotely if necessary.
- If the issues that arise during the Onboarding Support phase is caused by services provided by other companies (e.g. Microsoft Corporation / Google LLC), we may request you to redirect the inquiries to corresponding support windows.

### 4. Support Menu and Conditions of Support

Items	Content		Notes
Support Time	Japan Domestic	10:00~ 18:00	HENNGE business days (excluding 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 shall be the highest priority. During outside of service hours, however, update is provided on the status dashboard.
	Overseas	24 hours	24 hours support. Cases which are not classified as "High" in terms of

			<p>priority, however, will be supported during Japanese business hours. *Same day response is not guaranteed.</p>
Accepting Support Request	Japan and Overseas	Telephone	<p>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 shall be accepted. Among requests and inquiries which are made outside of service hours, cases which are classified as "Medium" and "Low" shall be only accepted on the same day and their support shall commence from the next business day or later. *The contact phone number shall be notified upon commencement of the service.</p>
		Emails	<p>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 shall be notified upon commencement of the service.</p>
Coverage		All functionalities of the Service and all technical problems of the Service	<p>Regular Support: Only for such problems which cannot be resolved by Customers' referring to the operational manual and the web support site. 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 shall be accepted.</p>
Setup Service	Contents of the setup service including Support Plus		Setup service (including Support Plus) is a service HENNGE One support staff can access customer's

		<p>HENNGE One environment as a proxy and configure the settings on the customer's behalf.</p> <p>Target Services  HENNGE One support staff will carry out the necessary setting changes on behalf of the customer in accordance with the customer's requirements on the admin page of the following two services.  1.HENNGE Access Control  2 HENNGE Email DLP</p> <p>Special note</p> <ul style="list-style-type: none"> <li>• In order to avoid access to sensitive information (such as single sign-on settings, user password reset, etc.), the HENNGE One support staff may refuse to work on your request.</li> <li>• In principle, all customers will be served on a first-come, first-served basis.</li> <li>• We would not prepared a specific application form, but customers must provide their own work instructions for the setup.</li> <li>• The HENNGE One support staff may confirm the requirements with the customer if there is anything unclear.</li> <li>• The minimum response time is 3 business days for minor configuration changes, and 10 business days for major configuration changes, depending on the busy season.</li> <li>• Although we take the utmost care when configuring customer's environment, we always ask our customers to verify the operation of the changes by themselves.</li> <li>• This is not a service that promises a desired date for all customers.</li> </ul>
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\*Use of Cybertrust Device ID or other external services for purposes other than HENNGE One is outside the scope of the support description 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 Customer'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 Customer and HENNGE;</li></ul>
Medium	<ul style="list-style-type: none"><li>✓ Requests for setting change (Setup service including 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 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 Customer provides as much information as possible 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.

## 6. Guarantee of Service Availability

HENNGE guarantees the availability of its services as specified below, which is the basic policy for all HENNGE One plans.

### (1) Guarantee of Availability

HENNGE guarantees 99.9% of service operation rate.

### (2) Covered Services

Services which are covered by the guarantee of availability shall be as follows in terms of each service menu.

Service Menu	Service which are covered
HENNGE Email DLP	SMTP mail reception service of the SMTP service for transmission relay; SMTP mail transmission service of the SMTP service for transmission relay
HENNGE Email Archive	SMTP mail reception service of the SMTP service for transmission and reception as well as archive relay; SMTP mail transmission service of the SMTP service for transmission and reception as well as archive relay
HENNGE Access Control	Single sign-on service via HTTP
HENNGE Secure Transfer	File upload service via HTTP File download service via HTTP

### (3) Definition of Operation Rate

- Operation rate is calculated by subtracting the total of the downtime rate and the undelivered mail rate from 100%. If they are caused by the same factor, the larger of the two will be used for calculation.
  - Downtime rate is dividing the total downtime minutes of each month by the total operation minutes of the month.
    - Downtime period shall mean the timeframe when the Downtime which lasts for more than 10 minutes which is detected by the HENNGE monitoring system. Downtime which is less than 10 minutes will not be counted as the Downtime period.
    - Downtime shall mean the total of time when the covered service is completely suspended due to any failure or problem. Under the situation where mail deliveries are delayed or access to the desired console is temporarily slow or difficult, but the service continuity is not affected even with partial technical failure or a problem, such period shall not be considered as the Downtime, while HENNGE shall work hard to resolve such failure or problems.
  - The undelivered mail rate is defined as the rate of the number of undelivered mails divided by the total number of mails sent on a monthly basis.
    - Undelivered mail is defined as mail for which HENNGE has detected a loss of customer mail data due to HENNGE's fault within the HENNGE facilities, and for which HENNGE has determined that it is technically impossible to recover the data.
    - The services for which the undelivered mail rate is calculated are HENNGE Email DLP and HENNGE Email Archive.
- Downtime rates and undeliverable email rates caused by, or related to, the following factors will not be measured in the calculation of uptime rates.;
  - Article 14 and 15 of TOS;
  - Unavailability or delay of SMTP due to third party's flow limitation;
  - Infinite loupe of mails due to Customer's designated or authorized transfer settings and alike by Customer or any third party;

- o Inaccessibility due to Customer's environment, such as Customer's internet network and firewall;
- o Failure of the Internet which hinders access to Customer's account;
- o DNS-related problems which are beyond HENNGE or telecommunication service provider's control;
- o Inaccessibility to the administrator console;
- o Customer's acts or omissions (or of any third party designated or authorized by Customer) ;
- o In spite of actual availability, access is seemingly unavailable due to DNS cache issues and alike;
- o Inability of the Integration due to issues taking place at the service provider; and
- o Failure or delay in mail transmission due to erroneous detection by major DNSBL

(4) If the event that monthly operational rate becomes less than 99.9%, HENNGE shall reduce its yearly Service Fee of Individual Agreement as follows;

Monthly Operational Rate	Reduction of Fees for the Next Contractual Term
99.0% or more but less than 99.9%	5% of the monthly charge calculated based on the yearly contractual amount
97.0% or more but less than 99.0%	10% of the monthly charge calculated based on the yearly contractual amount
95.0% or more but less than 97.0%	25% of the monthly charge calculated based on the yearly contractual amount
90.0% or more but less than 95.0%	50% of the monthly charge calculated based on the yearly contractual amount
Less than 90.0%	100% of the monthly charge calculated based on the yearly contractual amount

\*1. Google Workspace, Gmail™ web mail service and Chrome are trademarks or registered trademarks of US Google LLC in the United States and other countries.

\*2. Microsoft 365, Exchange Online, Edge and Active Directory are trademarks or registered trademarks of US Microsoft Corporation in the United States and other countries.

\*3. Cybertrust and Cybertrust Device ID are trademarks or registered trademarks of US Cybertrust Inc or Cybertrust Co.,Ltd..

\*Safari is a trademark or a registered trademark of US Apple Inc. in the United States and other countries.

\*5. Firefox is a trademark or a registered trademark of US Mozilla Foundation in the United States and other countries.

\*6. WithSecure™ Elements Collaboration Protection is a trademark or a registered trademark of WithSecure K.K..

\*7. ngrok is a trademark or registered trademark of ngrok Inc.