

# **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") under the currently available HENNGE technology 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.
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 Secure Transfer, (6)HENNGE SMTP Relay Service, and (7)HENNGE Device Certificate. 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 2 of the exhibit hereto as an ancillary service to the Service.

## **Article 4 (Linkage with External Service)**

1. As the Service is provided, Customer may link and utilize an external service platform which is approved by HENNGE ("External Platform Service") in conjunction with the Service; provided however HENNGE provides no guarantee that such linkage and utilization of the

Service in conjunction with the External Platform 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 of the External Platform Service.

3. Matters related to Google Workspace provided by Google LLC shall be subject to Google Workspace Terms of Service ([https://workspace.google.com/intl/ja/terms/2013/1/premier\\_terms.html](https://workspace.google.com/intl/ja/terms/2013/1/premier_terms.html)).

For any matter which is not set forth in the Google Workspace Terms and Conditions for Use, TOS shall apply mutatis mutandis.

4. Matters related to Microsoft 365 provided by Microsoft Corporation shall be subject to Microsoft Service Agreement (<https://www.microsoft.com/ja-jp/servicesagreement/>). For any matter which is not set forth in the Microsoft 365 Terms and Conditions for Use, TOS shall apply mutatis mutandis.

5. Matters related to Cybertrust Device ID provided by Cybertrust Japan Co., Ltd. shall be subject to the Cybertrust Device ID Terms of Use ([https://www.cybertrust.co.jp/deviceid/repository/CybertrustDeviceID\\_Terms\\_v2.0.pdf](https://www.cybertrust.co.jp/deviceid/repository/CybertrustDeviceID_Terms_v2.0.pdf)). For any matter which is not set forth in the Cybertrust Device ID Terms of Use, TOS shall apply mutatis mutandis.

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

#### **Article 5 (Notice of Change)**

In the event of any change in information which was set out in the application form and submitted to HENNGE, Customer shall promptly update such change by utilizing the HENNGE's designated change form whenever such change takes place.

#### **Article 6 (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 7 (Renewal)**

The Use Agreement shall be automatically renewed for a period of additional one (1) year under the same terms and conditions 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 8 (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 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 14 and 15 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).

#### **Article 9 (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.
4. HENNGE may be able to take any necessary actions, such as to monitor, analyze, and investigate all the data and log data ("Customer Data") which are provided or transmitted through the Service by Customer's officers and employees, and/or any other parties who are authorized to utilize the Service by Customer based on the provisions hereof ("Users") in the

event that HENNGE determines as necessary from maintenance, operation, or technical point of view in relation to the Service.

**Article 10 (Utilization by Users)**

1. Utilization of the Service shall be limited to a legal entity, group, or an organization which Customer belongs to.
2. 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.
3. Customer shall consent that Users' utilization of the Service 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 26 herein, which are the prohibited matters, Customer shall immediately cure such breach.

**Article 11 (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 consequence 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 12 (Backup)**

Customer shall, under its own responsibility, save and back up the Customer Data which is set forth in the Paragraph 4, Article 9 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 13 (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 14 (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 15 (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 16 (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 5 of the exhibit hereto.

#### **Article 17 (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.

3. 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 18 (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 19 (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 after termination of Individual Agreement.

**Article 20 (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 6 or the Paragraph 3, Article 8, 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 21 (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 22 (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 23 (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 24 (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 25 (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; 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 26 (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;

(15) Copy any HENNGE Device Certificate;

(16) 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 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 HENNHE stops providing the Service, whole or a part, based on the preceding paragraph, the provision of the Paragraph 2, Article 20 herein shall apply mutatis mutandis.

#### **Article 27 (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 28 (Amendment of TOS)**

1. HENNGE may 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; provided however it shall not apply to minor amendment which shall not cause any disadvantage to Customer, such as modifications of the wording.

#### **Article 29 (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.

#### **Article 30 (Protection of Information)**

1. HENNGE shall not, in providing the Service, disclose to or provide any third party with any information which is acquired from Customer nor utilize such information beyond the scope which is necessary to prevent unauthorized utilization or to provide, develop, improve and

propose the Service.

2. Notwithstanding the foregoing, HENNGE may disclose information obtained from Customer to a third party in case of either of the following;

- (1) Customer's prior consent is obtained;
- (2) Such disclosure is based on applicable laws and regulations;
- (3) Such disclosure is necessary to protect human life, body or assets and obtaining Customer's consent is difficult; or
- (4) Such disclosure is particularly necessary to improve public health or to promote sound upbringing of children and obtaining Customer's consent is difficult.

(5) In the event that HENNGE is required 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 Customer's consent.

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 related to Customer or provide it to a third party to the extent necessary in order to ensure smooth provision of the Service.

### **Article 31 (Protection of Personal Data)**

HENNGE, in principle, shall not handle personal data (which is prescribed in the Article 2 of the Act on Protection of Personal Information of Japan) of Customers in providing the Service; provided however exception may apply in the following cases;

- (1) As HENNGE undertakes the configuration work on behalf of Customer based on Customer's request while providing the "Consulting Service to introduce the HENNGE One" in the service;
- (2) 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;
- (3) 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;
- (4) as HENNGE monitors, analyzes, examines, and investigates the Customer Data based on the provision of the Paragraph 4, Article 9 herein.

### **Article 32 (Elimination of Anti-social Forces)**

1. 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 have strong personal, financial, and/or economic relationship with such people as listed above, such as providing funds or benefits to them, or utilizing them in order to gain unfair advantages;

2. 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. 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 HENNGE or Customer may immediately 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 33 (Court of Jurisdiction)**

Any dispute related to utilization of the Service between Customer and HENNGE shall be governed by and construed in accordance with the laws of Japan and shall be submitted to the Tokyo District Court as the exclusively agreed jurisdictional court of first instance.

### **Article 34 (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.

## **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:**

Provides SMTP service for transmission relay as well as service to prevent missending of mails which are sent by manual operation of Users via the SMTP service for transmission relay up to the data flow rate of the transmission control function

(<https://support.hdeone.com/hc/ja/articles/360017461194>) .

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

Provides SMTP service for transmission and reception as well as archive relay, and a mail storage service up to 4000 mails per day and up to a certain total capacity as well as limited to the mail data to which normal index may be generated in a searchable manner for a certain period of time for mails which are sent via the SMTP service for transmission and reception and archive relay, as well as other ancillary services.

#### **(3) HENNGE Access Control:**

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

#### **(4) HENNGE Secure Browser:**

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

#### **(5) 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.

#### **(6) HENNGE SMTP Relay Service (\*Optional)**

Provides SMTP service for transmission relay and service to send mails via the SMTP service for transmission relay up to a certain flow rate and other ancillary services.

#### **(7) HENNGE Device Certificate (\*Optional)**

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

※Cybertrust and Cybertrust Device ID are trademarks or registered trademarks of US Cybertrust Inc or Cybertrust Co.,Ltd..

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

**Supported Mail Services:**

As listed below; provided however separate terms may apply depending on the service.

①Transmission as well as mail transmission service to the SMTP service for archive relay  
: Microsoft 365, Exchange Online、 GoogleWorkspace, Gmail™ for Business Web Mail Service

② Service for destinations of mails transmitted by the SMTP service for reception relay  
: Microsoft 365, Exchange Online 、 Google Workspace, Gmail™ for Business Web Mail Service

\*Microsoft 365, Exchange Online is a trademark or a registered trademark of US Microsoft Corporation in the United States and other countries.

※Google Workspaceand Gmail™ Web Mail Service are trademarks or registered trademarks of US Google LLC in the United States and other countries.

### Supported Browser on the Operational Screen

Either of the following browsers;

① The latest versions of Chrome, Safari, Firefox, Edge, and Internet Explorer 11 as well as major releases thereof right before the latest versions (upon release of the latest versions, support for the latest versions will commence and support for the versions which are two or more generations older than the latest versions will terminate at the same time).

\*Edge, Internet Explorer 11 is a trademark or a registered trademark of US Microsoft Corporation, in the United States and other countries.

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

② Supported Browsers for Google Workspace

Equivalent to (<https://support.google.com/a/answer/33864?hl=ja>) .

③ Supported Browsers for Microsoft 365

Equivalent to (<https://www.microsoft.com/ja-JP/microsoft-365/microsoft-365-and-office-resources>) .

### 3. 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

			<p>principle.</p> <p>*Same day response is not guaranteed.</p>
		24 hours (For emergencies)	<p>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.</p>
	Overseas	24 hours	<p>24 hours support. Cases which are not classified as "High" in terms of priority, however, will be supported during Japanese business hours.</p> <p>*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 4 of this exhibit by both parties shall be accepted.</p> <p>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.</p> <p>*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</p>



			<p>Japanese business hours.</p> <p>*Contact us by telephone in case of emergencies.</p> <p>*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.</p> <p>Emergency Support: Only for cases which are agreed as "High" in terms of priority as described in the Paragraph 4 of this exhibit by both parties shall be accepted.</p>
Number of Customer's Support Liaison		No more than 1	Customer's liaison interfacing with HENNGE for support issues shall be no more than one person.

\*Support outside the scope of Regular Support may be provided as a separate Premium Support. Please ask your HENNGE Sales contact for details.

#### 4. 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> </ul>
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	<ul style="list-style-type: none"> <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</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 support engineers.

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.

## 5. Guarantee of Service Availability

### (1) Guarantee of Availability

HENNGE guarantees 99.99% 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
HENNGE SMTP Relay Service	SMTP mail reception service of the SMTP service for transmission relay

### (3) Definition of Operation Rate

- Operation rate shall mean the rate where the total operational minutes of each month less the total Downtime minutes of each Downtime period of the month divided by the total operational 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.
- In the event that the Downtime takes place due to following factors or in relation with following causes, it shall not be counted as the Downtime which is to be used to calculate the operational rate;

- Article 14 and 15 of TOS;
- Unavailability or delay of SMTP due to third party's flow limitation;
- Infinite loop of mails due to Customer's designated or authorized transfer settings and alike by Customer or any third party;
- Inaccessibility due to Customer's environment, such as Customer's internet network and firewall;
- Failure of the Internet which hinders access to Customer's account;
- DNS-related problems which are beyond HENNGE or telecommunication service provider's control;
- Inaccessibility to the administrator console;
- Customer's acts or omissions (or of any third party designated or authorized by Customer) ;
- In spite of actual availability, access is seemingly unavailable due to DNS cache issues and alike;
- Inability of the Single Sign-on access due to issues taking place at the service provider; and
- 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
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