

MagicConnect ASP Service Contract Provisions

Execution Date: April 2, 2018

NTT TechnoCross Corporation

Chapter 1 (General Provisions)

Article 1 (Application of the Provisions)

1. NTT TechnoCross Corporation (the "Company") shall provide the MagicConnect ASP Service (the "Service") based upon these MagicConnect ASP Service Contract Provisions (excluding services provided by the Company under contract provisions other than these Provisions stipulated by the Company).
2. These Provisions shall apply to the Company as well as the Contracting Party (Applicant), Account Manager, User and Distributor as defined in Article 3 (Definition of Terms).

Article 2 (Changes to the Provisions)

The Company can make changes to these Provisions without receiving the consent of the Contracting Party (Applicant), Account Manager, User and/or Distributor. In case changes are made to these Provisions, the conditions for the provision of the Service will be according to the new provisions.

Article 3 (Definition of Terms)

The below terms as they are used within these Provisions shall carry the following meanings respectively.

Definition of Terms

Contracting Party (Applicant)	A company or public organization that concludes a MagicConnect ASP Service Contract with the Company based on these Provisions. The Contracting Party (Applicant) shall appoint one Account Manager to
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	manage the user account (including target equipment software, control PC software, instruction manual, Intermediary Server URL, user ID and password, etc.) sent from the Company.
Account	The ID required for the use of the Service.
Account Manager	An individual appointed by the Contracting Party (Applicant) to manage the user account, etc., sent from the Company.
User	A party that uses the Service.
Intermediary Server URL	A URL that when accessed enables the use of the Service.
Self-managed Terminal Equipment	A PC or other hardware prepared under the responsibility of the User to use the Service.
MagicConnect Intermediary Server Facility	A facility operated by the Company in order to provide the Service. The facility consists of servers, network equipment for connecting to the Internet as well as the network and software.
Initial Contract Period	The period from the day the provision of the Service begins to the expiration date of the contract period as stipulated in Chapter 3 Article 13 (Contract Period) of these Provisions.
Extended Contract Period	The automatically extended contract period after the expiration of the Initial Contract Period as defined in Chapter 3 Article 14 (Automatic Extension of the Contract) of these Provisions.
Value Added Tax Equivalent	The amount of tax levied on the consumption of goods or services.
Distributor	The distribution agent for the Service appointed by the Company. The Company can instruct the User to use the Distributor as the payment recipient for fees.

Chapter 2 (MagicConnect ASP Service)

Article 4 (MagicConnect ASP Service Content)

1. The Service is a VPN service provided over the Internet to the Contracting Party

(Applicant) by the Company using its MagicConnect Intermediary Server Facility. This Contract entitles the Contracting Party (Applicant) the right to receive the VPN service by connecting over the Internet to the MagicConnect ASP Service Facility operated by the Company.

2. The Contracting Party (Applicant) shall appoint an Account Manager to manage the user account, etc., issued by the Company at the time of the application for enrollment.
3. The User will enter the user ID and password provided by the Account Manager into the target equipment software and control PC software, and will be able to use the VPN service by accessing the Intermediary Server URL. When terminating the use of the VPN service, the User shall terminate the software.

Chapter 3 (Contract)

Article 5 (Contract Application Procedures)

When applying for MagicConnect ASP Service Contract, the Contracting Party (Applicant) shall appoint an Account Manager and shall submit to the Company the relevant application form prescribed by the Company.

Article 6 (Acceptance of the MagicConnect ASP Service Contract Application)

1. Applications received for a MagicConnect ASP Service Contract shall be accepted by the Company in the order they are received. The Company shall send a Notification of Start of Service that includes the start date to the Contracting Party (Applicant). The MagicConnect ASP Service Contract shall take effect when this Notification is received by the Contracting Party (Applicant).
2. Notwithstanding the stipulations in the previous Clause, the Company reserves the right not to authorize or postpone the authorization of the MagicConnect ASP Service Contract in the following instances (the MagicConnect ASP Service Contract will only take effect after the Company has accepted and authorized the application).

- (1) When it becomes significantly difficult technically to offer a new MagicConnect ASP Service Contract due to unforeseen circumstances.
 - (2) When a party that applies for a MagicConnect ASP Service Contract has previously defaulted, and has yet to settle the account, or may potentially default in the future on the payment of fees for the Service.
 - (3) In other instances when the operations of the Company will be adversely affected.
3. When the Company does not authorize the application for a MagicConnect ASP Service Contract based on the previous Clause, the Company shall notify the Contracting Party (Applicant) of the reason, and when the Company postpones the authorization of the application, the Company shall notify the Contracting Party (Applicant) of the reason and expected date of authorization.
 4. The future notifications under the MagicConnect ASP Service Contract provided to the Contracting Party (Applicant) by the Company shall be sent to the address of the Contracting Party (Applicant) as it appears on the application document of Basic Contract described in Article 12 (Contract Units).

Article 7 (Sending of the Notification of Start of Service)

1. Whenever the Company authorizes an application for a MagicConnect ASP Service Contract, the Company will send the Notification of Start of Service that includes the start date.
2. In conjunction with sending the Notification of Start of Service, the Company will also send the MagicConnect ASP Service Usage Kit (target equipment software, control PC software, instruction manual, Intermediary Server URL, user ID and password, etc.).

Article 8 (Application of these Provisions to the Account Manager and User)

The Contracting Party (Applicant) shall assume liability for ensuring that the Account Manager and User adhere to the Provisions set forth hereinto and all obligations relating to the MagicConnect ASP Service Contract.

Article 9 (Management Obligations of the Contracting Party [Applicant] and Account Manager)

1. The Contracting Party (Applicant) and Account Manager shall assume the management liability, including management obligations over the user, to ensure that the user account, etc. is not used illegally.
2. The Company cannot be held liable whatsoever for any damages that occur because the Contracting Party (Applicant) and Account Manager failed to fulfill their management obligation stipulated in the previous Clause.
3. The Contracting Party (Applicant) and Account Manager shall notify and contact the Company immediately if the user account is being used illegally or if the possibility exists that the user account will be used illegally, and shall follow the instructions of the Company.

Article 10 (Management Obligations of the User)

1. The User assumes the management obligation to ensure that the target equipment software, control PC software, instruction manual, Intermediary Server URL, user ID and password are not divulged to a third party.
2. The User shall heed sufficient attention to ensure that the password accompanying the user ID is not stolen, which shall include changing the password regularly and making the password sufficiently difficult and complicated for other individuals to recognize. In addition, when the use of the VPN service is terminated, the User shall comply with the procedures stipulated in Article 4 (MagicConnect ASP Service Content) Clause 3.
3. The Company cannot be held liable whatsoever for any damages that occur to the Contracting Party (Applicant), Account Manager, or User because the User failed to fulfill their management obligation stipulated in Clause 1 and Clause 2 above.
4. In addition, the User shall adhere to all obligations stipulated in these Provisions and the MagicConnect ASP Service Contract.

Article 11 (Contract Types)

The MagicConnect ASP Service type is only for corporate/public organizations.

Article 12 (Contract Units)

A contract consists of a Basic Contract at the time of applying for the Service that is concluded for more than the minimal number of accounts, as well as an Additional Contract that adds accounts voluntarily to the Basic Contract at any time after the Basic Contract has been concluded. The Basic Contract and Additional Contract are considered as a single contract unit.

Article 13 (Period of Contract)

The minimum period of contract for the Basic Contract and Additional Contract shall be, in principal, the period from the date of the start of the provision of the Service through to the final day of the month 1 year from the start date of the provision of the Service stipulated in each Contract. This period shall be referred to as the Initial Contract Period.

Article 14 (Automatic Extension of the Contract)

The Basic Contract after expiration of the Initial Contract Period will automatically be renewed for a period of 1 year as long as the Contracting Party (Applicant) does not submit an application for the cancellation of the Contract earlier than 7 days before the expiration of the Basic Contract.

The Additional Contract after expiration of the Initial Contract Period will automatically be renewed for a period from the following month of the expiration date to the expiration month of the Basic Contract as long as the Contracting Party (Applicant) does not submit an application for the cancellation of the Contract earlier than 7 days before the expiration of the Additional Contract. For all periods thereafter, automatic 1-year renewal periods shall apply to the Additional Contract, based on the Basic Contract, as long as the Contracting Party (Applicant) does not submit an application for the cancellation of the Contract earlier than 7 days before the expiration of the Contract.

This period shall be referred to as the Extended Contract Period.

Article 15 (Prohibition of Assignment of the Rights under the Contract)

The Contracting Party (Applicant) cannot assign the right to receive the provision of the Service.

Article 16 (Succession of Status of the Contracting Party [Applicant])

When there is a succession of status of the Contracting Party (Applicant) due to inheritance or a company/public organization merger, the inheritor or surviving company/public organization, or the new company/public organization established through a merger, must notify the Company in writing and attach relevant documents that attest to the inheritance or merger.

Article 17 (Changes in Name or Address of the Contracting Party [Applicant])

1. The Contracting Party (Applicant) shall promptly notify the Company whenever a change occurs in the Contracting Party (Applicant)'s name, company/public organization name, department name, telephone number, facsimile number, or postal address.
2. When notified of the changes stated in Clause 1 above, the Company may request the Contracting Party (Applicant) to submit relevant documents that attest to the materiality of the change stated in the notification.
3. When the postal address of the Contracting Party (Applicant) changes, notifications from the Company to the Contracting Party (Applicant) shall be sent to the new postal address. If the address of the Contracting Party (Applicant) changes without notification, the Company cannot be held liable whatsoever for any damages incurred by the Contracting Party (Applicant), Account Manager and/or User because the Company sent notifications to the old postal address.

Article 18 (Cancellation of the Contract)

1. The Contracting Party (Applicant) retains the right to cancel this Contract on the date

of expiration of the contract period. When cancelling the Contract, the Contracting Party (Applicant) must submit a notice in the Company's prescribed written format to the Company earlier than 7 days before the expiration date of the contract period.

In addition, this Contract can also be cancelled on the final day of any given month prior to the expiration date of the contract period. When cancelling the Contract in this manner, the Contracting Party (Applicant) must submit a notice in the Company's prescribed written format to the Company earlier than 7 days before the final day of the requested month of cancellation of the Contract. In this instance, the fee for the period from the first day of the month following the month of cancellation to the expiration date of the contract period will not be refunded.

2. If the cancellation application form reaches the Company earlier than 7 days before the expiration date of the contract period or earlier than 7 days before the final day of the requested month of cancellation prior to the expiration date of the contract period, the applicable MagicConnect ASP Service Contract shall be cancelled as of the expiration date of the contract period or as of the final day of the requested month of cancellation prior to the expiration date of the contract period, and the Contracting Party (Applicant) will no longer be able to receive the Service.
3. After the MagicConnect ASP Service Contract is cancelled, the Contracting Party (Applicant), Account Manager and User may not divulge any information whatsoever received from the Company during the use of the Service to a third party without the consent of the Company.

Article 19 (Use of the Target Equipment Software and Control PC Software)

1. The User, in accordance with the separately attached MagicConnect Software License Agreement, is permitted to use the target equipment software and control PC software.
2. The separately attached MagicConnect Software License Agreement shall take effect at which time the User installs the target equipment software on their Self-managed Terminal Equipment, or at which time the User enters the user ID and password into the control PC software.

3. The User shall adhere to the conditions set forth in the MagicConnect Software License Agreement.

Article 20 (Period of Use)

This Service can be used at any time. However, this shall exclude instances as stipulated in Chapter 6 Article 34 (Stoppage of Provision of the MagicConnect ASP Service).

Article 21 (Measurement and Calculation of Usage Hours)

There are no restrictions on the monthly usage hours of the Service.

Article 22 (Obligations of the Contracting Party [Applicant] Relating to Usage)

1. The Contracting Party (Applicant), in addition to the other conditions set forth in these Provisions, shall not undertake any of the following actions.
 - (1) Illegally enter or attempt to illegally enter the MagicConnect Intermediary Server Facility operated by the Company in order to provide the Service.
 - (2) Actions that inhibit the Company from quickly and efficiently providing the Service, such as forwarding, sending or receiving large numbers of files or multimedia data including videos.
 - (3) Actions that damage the credibility of the Company's MagicConnect ASP Service.
 - (4) Actions that infringe upon or have the potential to infringe upon the copyrights, privacy and/or other rights of other individuals.
 - (5) Use of the Service in a manner that violates or has the potential to violate public order and morality and/or other laws and ordinances.
 - (6) Actions that provide various information received from the Company in order to receive the Service to a third party without the consent of the Company. However, this shall exclude information already made public by the Company.

- (7) Other actions determined by the Company to be inappropriate.
2. The Contracting Party (Applicant) shall ensure that the Account Manager and User also adhere to the prohibited actions stipulated in the previous Clause.
3. If the Contracting Party (Applicant), Account Manager and/or User violate the stipulations from Clause 1 and Clause 2 above and as a result cause damages to the Company, the Contracting Party (Applicant) shall compensate the Company by the date designated by the Company for said damages through means including paying the cost required to repair the damages or for related work to the Company.

Article 23 (Stoppage of Use by NTT TechnoCross Corporation)

1. If the Contracting Party (Applicant), Account Manager and/or User any of the following actions, the Company retains the right to take measures not limited to stopping their usage of the Service. In this instance, the Company will not refund any applicable usage fees.
 - (1) When the Contracting Party (Applicant) fails to pay fees or other obligations on the payment date.
 - (2) When the Contracting Party (Applicant), Account Manager and/or User violates the stipulations of Article 22 (Obligations of the Contracting Party [Applicant] Relating to Usage).
 - (3) When an action takes place that is not stated in (1) or (2) above and that violates the stipulations of these Provisions and significantly interferes with or has the potential to significantly interfere with the execution of the Company's operations relating to the Service or the Company's MagicConnect Intermediary Server Facility.
2. If the Company stops the usage of the Service due to the above stipulations, the Company will notify to the followings beforehand:
 - Distributor if the Service was sold by Distributor.
 - Contracting Party (Applicant) or Account Manager if the Service was not sold by the Distributor.

However, this notification shall not apply to urgent and compelling instances.

Article 24 (Cancellation of the Contract by NTT TechnoCross Corporation)

1. If the Contracting Party (Applicant) who has had their usage stopped due to the stipulations set forth in Article 23 (Stoppage of Use by NTT TechnoCross Corporation) does not resolve the violation or improve their actions, the Company retains the right to cancel the Contract. In this instance, the Company will not refund any applicable usage fees.
2. When it is recognized that the Contracting Party (Applicant) undertakes any of the prohibited actions stipulated in Article 23 (Stoppage of Use by NTT TechnoCross Corporation) and that said action significantly interferes with the execution of the Company's operations, the Company retains the right to immediately cancel the Contract without formally stopping the use of the Service. In this instance, the Company will not refund any applicable usage fees.
3. If attempting to cancel the MagicConnect ASP Service Contract, the Company will notify to the followings beforehand:
 - Distributor if the Service was sold by Distributor.
 - Contracting Party (Applicant) or Account Manager if the Service was not sold by the Distributor.

However, if the notification sent does not arrive for some reason, the MagicConnect ASP Service Contract shall be cancelled as of 5 days from the date the notification was sent.

Article 25 (Use of Software Applications to be Run on MagicConnect)

1. The User assumes the obligation to positively confirm prior to use that the use of software applications run on MagicConnect will not violate the licensing conditions of the applicable application program.
2. The User agrees to accept liability alone for all problems relating to the applicable program licence and attributed to the use of the applicable software application by the User.

Chapter 4 (Fees, etc.)

Article 26 (Fee Payment Obligation)

The Contracting Party (Applicant), based on these Provisions, possesses the obligation to pay all applicable fees, etc.

Article 27 (Fees)

1. Fees consist of the initial start-up cost (including the initial USB key cost if the account is issued with a USB key), optional work cost and usage fee. In addition, the reissuance of the USB key will require the payment of the initial start-up cost, except in cases of damage resulting from a hidden defect in the USB key within 1 year from the start date of the service provision.
2. The usage fee for the start month of service provision of the Basic Contract and Additional Contract defined in Article 12 (Contract Units) shall be free.

Article 28 (Requests and Payment of Fees, etc.)

1. The Company will request payment of the initial start-up cost for the Basic Contract and Additional Contract for the Corporate/Public Organization ASP Service stipulated in Article 11 (Contract Types), the optional work cost, and annual usage fee of the Initial Contract Period (minimum contract period) at the time the usage kit is delivered.
2. The Company will request payment of the annual usage fee after the Initial Contract Period (minimum contract period) for the Basic Contract and Additional Contract of the Corporate/Public Organization ASP Service stipulated in Article 11 (Contract Types) before the final month of expiration of the contract period for which the usage fee has already been paid.

In addition, a request for the payment of the usage fee for the second Additional Contract will be made during a period between the following month after the month of expiration of the Initial Contract Period for the Additional Contract and the month of expiration of the contract period of the Basic Contract in order to ensure that the

usage fee request period for the third Additional Contract and so forth will match the period of the Basic Contract.

3. The Contracting Party (Applicant) for the Corporate/Public Organization ASP Service stipulated in Article 11 (Contract Types) shall complete the payment of fees according to the method designated by the Company by the payment date indicated on the invoice. In addition, all bank related transfer fees shall be borne by the Contracting Party (Applicant).

Article 29 (Designation of Payment Recipient)

The Company sometimes may designate the Contracting Party (Applicant) to use a Distributor appointed by the Company as the payment recipient of fees to be paid to the Company. In this instance, the Contracting Party (Applicant) shall pay fees to the appointed Distributor according to the Distributor's designated method of payment.

Article 30 (Value Added Tax, etc.)

The Contracting Party (Applicant) shall pay the initial start-up cost, optional work cost and usage fees indicated on the invoice and the Value Added Tax Equivalent added to them.

Chapter 5 (Premiums and Interest on Arrears)

Article 31 (Interest on Arrears)

If the Contracting Party (Applicant) fails to pay the fees and/or other obligations (excluding interest on arrears) by the payment date, the Contracting Party (Applicant) will be required to pay interest on arrears calculated on the balance owed for the number of days from the day following the payment date to the day prior to the day the payment is actually made, calculated at the interest rate of 14.5% per annum. However, interest shall not be applied in instances when the payment is received within 10 days from the day following the initial payment date.

Chapter 6 (Operations and Maintenance)

Article 32 (NTT TechnoCross Corporation's Operating Obligation for the MagicConnect Intermediary Server Facility)

1. The Company will exert its best efforts to ensure the MagicConnect Intermediary Server Facility is of sufficient capacity for use, except in emergency situations, including natural disasters and armed conflict.
2. When the Company finds that a failure has occurred in the MagicConnect Intermediary Server Facility, the Company will exert its best efforts to quickly repair and restore the Facility.

Article 33 (Disclaimer)

1. There are instances when the Service cannot be used or when the transmission characteristics of data deteriorate due to transmission characteristics of the IP packets or the transmission quality of the IP packets from the Self-managed Terminal Equipment of the User to the MagicConnect ASP Intermediary Server Facility. The Company cannot be held liable for such instances whatsoever.
2. There are instances when the Service cannot be used or when the transmission characteristics of data deteriorate because the capacity of the MagicConnect Intermediary Server Facility is overwhelmed by congestion due to emergency situations including natural disasters and armed conflict, or reasons that the Company cannot foresee. The Company cannot be held liable for such instances whatsoever. However, the Company shall assume liability in the instance of gross negligence.
3. The Company does not guarantee whatsoever the completeness, accuracy, reliability or availability of the transmission content executed by the User while using the Service.

Article 34 (Stoppage of Provision of the MagicConnect ASP Service)

1. The Company may stop the provision of the Service in the following instances.
 - (1) When Service provision must be stopped due to maintenance work or construction

work on the Company's MagicConnect Intermediary Server Facility and/or network used by the Service.

- (2) When the provision of the Service becomes difficult due to emergency situations including natural disasters and armed conflict.
 - (3) When the provision of the Service becomes difficult because priority is given to the transmission of content of an emergency nature for the interests of the public.
2. If the Company stops the provision of the Service due to the stipulations from the above Clause, the Company will notify the Account Manager beforehand. However, this notification shall not apply to urgent and compelling instances.
 3. The Company cannot be held liable whatsoever for any damages incurred by the Contracting Party (Applicant) that are attributable to the stoppage of the provision of the Service. However, the Company shall assume liability in the instance of gross negligence.

Article 35 (Restriction of Liability)

1. Excluding instances stipulated in Article 34 (Stoppage of Provision of the MagicConnect ASP Service), when the Company does not provide the Service due to reasons attributed to the fault of the Company in instances when the Company is obligated to provide the Service, if the Service cannot be used for more than 120 hours continuously from the time that the Company knows about the stoppage, the Company shall compensate the Contracting Party (Applicant) for damages.
2. In the instance of the previous Clause, the Company shall calculate the time in days, using 24-hour increments, of the continuous stoppage since the Company finds out that the Service cannot be used. The Company shall then deem an amount equivalent to the fees relating to the Service for the corresponding number of days of continuous stoppage as damage to the Contracting Party (Applicant), and compensate the Contracting Party (Applicant) only for that amount.
3. The Company cannot be held liable whatsoever for any monetary amount that exceeds the damages for compensation stipulated in the previous Clause, even in

instances when the Contracting Party (Applicant) or User incurs damages that exceed the damages for compensation amount stipulated in the previous Clause.

Article 36 (Maintenance Accountability of the Contracting Party [Applicant], Account Manager and User)

The Contracting Party (Applicant), Account Manager and User shall maintain their Self-managed Terminal Equipment and self-managed telecommunications facilities so that they operate normally in order to prevent disruptions in the provision of the Service.

Article 37 (Shared Accountability of the Contracting Party [Applicant])

1. The User, when unable to use the Service, may request the Company to conduct a system test after confirming that there are no disruptions in the User's Self-managed Terminal Equipment or self-managed telecommunications facilities and there are no problems with the transmission quality of IP Packets up to the MagicConnect Intermediary Server Facility.
2. In instances when a system test determines that no disruption is present in the MagicConnect Intermediary Server Facility set up by the Company, and when the disruption is found in the Self-managed Terminal Equipment or self-managed telecommunications facilities after the Company dispatches a staff member based on the request of the Contracting Party (Applicant), the Contracting Party (Applicant) shall bear the costs required to dispatch the Company's staff member. The amount required to be borne in this instance shall be the costs required to dispatch the Company's staff member and the Value Added Tax Equivalent added to these costs.

Chapter 7 (Miscellaneous Provisions)

Article 38 (Connecting to Other Networks)

The handling of the Service may be restricted by foreign laws and ordinances or agreements stipulated by telecommunications providers in Japan or overseas.

Article 39 (Notifications Sent to the Account Manager)

1. The Company shall notify the Account Manager, using the email address registered with the Company, when the following occur. However, this notification shall not apply to urgent and compelling instances.
 - (1) Changes to these Provisions
 - (2) Change of usage fee
 - (3) Stoppage of Provision of the MagicConnect ASP Service as written in Article 34
 - (4) Other matters recognized as necessary by the Company

2. The Contracting Party (Applicant) shall inform the Company without delay when there is a change to the email address of Account Manager registered with the Company.

Article 40 (Applicable Law)

The establishment, validity, interpretation and execution of the MagicConnect ASP Service Contract shall be construed in accordance with the laws of Japan.

Article 41 (Dispute Resolution)

1. When a dispute arises between the Contracting Party (Applicant), Account Manager and/or User and the Company regarding the MagicConnect ASP Service Contract, the Contracting Party (Applicant) and the Company shall settle the dispute through discussions in good faith.

2. When a dispute cannot be settled through discussions, the dispute shall be finally settled in Tokyo by arbitration pursuant to the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The language and law used in arbitration shall be Japanese and Japanese law.