

Slurry Analysis System Terms of Service

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(Notification)

Before start using the slurry analysis system (hereinafter the “Service”), the Customer will carefully read these Slurry Analysis System Terms of Service (hereinafter the “Terms”) and fully understand all rights and restrictions set forth herein. The Customer who does not consent to these Terms must not use the Service. The Customer who uses the Service or clicks “I consent to the Terms of Service” will be deemed to have confirmed all provisions herein and consented to the Terms. When the Customer consents to the Terms (including deemed consent), the Terms shall immediately take legal effect on both parties.

In addition to the provisions herein, the Terms include the Service Specification and the Slurry Analysis System Privacy Policy, as well as all relevant legislation, rules, and policies that the Customer must comply with in using the Service (hereinafter the “Rules”). The Rules constitute an integral part hereof and have the same legal effect as the Terms. The Customer who accepts any single set of Rules will be deemed to have accepted all Terms.

Article 1 (Purpose)

The purpose of the Terms is to provide for basic contractual matters concerning the use of the Service applied between HIOKI E.E. Corporation (hereinafter the “Company”) and the Customer (meaning an individual, corporation, or other organization or its representative who uses the Service after having concluded hereunder a Usage Contract with the Company).

Article 2 (Definition)

The following terms used herein have the meanings assigned below:

- (1) The Service means impedance data analysis and other related services via a Web application.
- (2) The Service Specification means a document that the Company publishes on the website for the Service, which sets out the contents of the Service to be provided,

scope of provision, method of provision, level of provision, utilization time, and other terms and conditions.

- (3) The Infrastructure Provider means the provider of a data center and a cloud service required for the provision of the Service. In this case, the provider of the data center and cloud service refers to Amazon Web Services.
- (4) The Customer means an individual, corporation, or other organization or its representative who uses the Service after having concluded hereunder a Usage Contract with the Company.
- (5) The Usage Contract means a contract concluded between the Customer and the Company hereunder pertaining to the provision of the Service.
- (6) The Start Date of Use means the date set forth in paragraph 3 of Article 6.
- (7) The End Date of Use means the date set forth in paragraph 4 of Article 6.
- (8) The Usage Fee means a fee charged by the Company, a seller licensed by the Company, or an agent of the Company from the Customer as the consideration for the provision of the Service, whose amount shall be presented by a separate quotation made between both parties.
- (9) The Client Equipment is a collective term for network communication equipment, PCs, servers, and other hardware, software, and other equipment owned, leased, or rented by the Customer to use the Service.

Article 3 (Application of Terms)

These Terms apply to all Usage Contracts. However, if a Usage Contract explicitly changes the provisions hereof, the provisions of the Usage Contract shall prevail over the provisions hereof.

Article 4 (Revision to Terms)

- 1 Without the Customer's consent, the Company may revise these Terms (including the Service Specification and the Slurry Analysis System Privacy Policy; the same applies hereinafter in this article) from time to time by giving notice to the Customer under Article 5.
- 2 The Customer shall in no way claim damages against the Company, group companies of the Company (hereinafter "Affiliated Companies"), or the Infrastructure Provider with respect to the revision under the preceding paragraph.

- 3 If the Customer does not consent to the revision, the Service shall be discontinued from the effective date of the revision. The Customer who continues to use the Service after the effect date of the revision shall be deemed to have consented to the revision of the Terms.

Article 5 (Notice to Customers)

- 1 The Company shall give notice to the Customer by any of the following means:
 - (1) Sending e-mail to the email address of the Customer
 - (2) Publication on the website for the Service (hereinafter the "Website")
 - (3) Sending a document to the Customer by post
 - (4) In addition to the preceding items, any other methods that the Company deems appropriate
- 2 The notice under the preceding paragraph shall take effect when the Company sends e-mail or a document by post, or publishes it on the Website, depending on the means.
- 3 When the Company gives notice to the Customer by any means set forth in paragraph 1, it may contain an important matter that affects rights and obligations of the Customer advantageously or disadvantageously so that the Customer shall always give attention to the provisions of the notice.

Article 6 (Formation of Usage Contract)

- 1 A Usage Contract shall take effect at the time the Customer creates a GENNECT Cloud Account and consents to the Terms (meaning a click on "I consent to the Terms of Service" of the Service; the same applies hereinafter).
- 2 The Company may refuse to conclude a Usage Contract or rescind it at its own discretion when any of the following items apply; provided that the Company shall not be liable to disclose the reason for such refusal or rescission even when so requested by the Customer:
 - (1) When all or part of the information provided by the Customer is false
 - (2) When it becomes clear that the Customer has ever violated or is in violation of any contract or terms with the Company
 - (3) When the Company otherwise finds it inappropriate to conclude a Usage Contract
- 3 The Start Date of Use shall be a date on which the Customer consents to the

Terms.

- 4 The End Date of Use shall be a date on which the Customer removes the GENNECT Cloud Account.
- 5 A Usage Contract shall remain effective to the extent that the Customer keeps the GENNECT Cloud Account. However, this does not apply where the Customer removes the GENNECT Cloud Account during a period of the Usage Contract, or the Company notifies the Customer of the termination of services.

Article 7 (Contents, Scope and Usage Fee of Service)

- 1 Contents of the Service to be provided, scope of provision, method of provision, level of provision, utilization time, and other terms and conditions (hereinafter "Service Contents") shall be as specified in the Service Specification (https://resourceslurry.circuitfitting.net/terms/en/service_specification.pdf).
- 2 The Usage Fee of the Service shall be as set forth in item 8 of paragraph 1 of Article 2.

Article 8 (Changes of Service Contents)

The Company may update Service Contents from time to time (such update may give rise to changes of Service Contents, changes of features, upgrades, etc.).

Article 9 (Payment Method)

- 1 The Customer shall pay a Usage Fee within such time limit and by such method as designated by the Company, a seller licensed by the Company, or an agent of the Company. If a usage period is extended, the Customer shall pay a Usage Fee by the start date of a renewed period by the method designated by the Company, a seller licensed by the Company, or an agent of the Company.
- 2 If the Company deems it unavoidable, the payment limit and payment method of the Usage Fee shall be determined through consultation between the Company and the Customer. In this case, an agreement reached in the said consultation shall be put into writing, and it shall take effect when the Company affixes its seal.

Article 10 (Handling of Service)

The Customer shall properly use the Service in accordance with the instruction manual provided by the Company in addition to the Service Specification. If any damage is caused to the Customer due to its improper use in the light of descriptions of the instruction manual, the Customer shall bear the damage.

Article 11 (Suspension of Operation)

- 1 If any of the following causes occur, the Service shall be suspended during a period needed for it:
 - (1) When there is a compelling reason, such as interruption of power supply by electric power company, or failure of the data center or telecommunications facilities
 - (2) When the Infrastructure Provider performs maintenance of a cloud service infrastructure or applications
 - (3) When there is any cause set forth in items 2 through 6 of paragraph 1 of Article 24
 - (4) When the Company otherwise finds it reasonably necessary to suspend the Service, including in cases where an emergency situation occurs
- 2 Before suspending the provision of the Service under any item of the preceding paragraph, the Company shall give advance notice to the Customer to such effect. However, this does not apply where it is urgent or unavoidable, and in this case, the Company shall give the Customer notice to such effect promptly after the fact by e-mail or publication on the Website.
- 3 Even if the suspension of the Service under paragraph 1 causes any damage to the Customer or a third party, the Company, Affiliated Companies, or the Infrastructure Provider shall in no way be responsible for it.

Article 12 (Service Level Agreement)

- 1 The Company shall provide the Service by making commercially reasonable efforts so as to satisfy the service level set forth in the Service Specification (hereinafter the "Service Level") as a level of service provision.
- 2 The Company may change the Service Level to the extent that does not disadvantageously affect the Service Contents under the Usage Contract, and the service level after the change shall be applied from the day designated by the Company.

- 3 The Service Level provides a target to strive for regarding the Service, and even if the Service fails to satisfy the index value of the service level set forth in the Service Specification, the Company, Affiliated Companies, or the Infrastructure Provider shall bear no responsibility whatsoever, including compensation for damage.
- 4 The Service Level does not apply to any service excluded by a Usage Contract or any matter caused by a disclaimed matter.

Article 13 (Cancellation of Usage Contract by Customer)

- 1 The Customer may cancel the Usage Contract by notifying the Company, a seller licensed by the Company, or an agent of the Company according to the deadline and method prescribed by the Company.
- 2 Even if the cancellation under the preceding paragraph is made during the usage period of the Service, the Customer may not claim any cancel money or other costs from the Company.

Article 14 (Discontinuation of Service)

- 1 If any of the following items apply, the Company may discontinue all or part of the Service; provided that when all or part of the Service is discontinued, the Company shall publish notice of discontinuation on the top page of the Website at least 30 days prior to the date of discontinuation:
 - (1) When the Company notifies Customers at least 60 days prior to the date of discontinuation
 - (2) When the Service no longer can be provided due to discontinuation of business by the Infrastructure Provider, discontinuation of wireless telecommunication by a carrier, natural disasters, or other force majeure
 - (3) When it is no longer viable to continue providing the Service for the occurrence of an unexpected situation
- 2 When all or part of the Service is discontinued under the preceding paragraph, the Company shall clearly state in the notice of discontinuation how to refund a Usage Fee that has been already paid but unused, and the procedure and time limit thereof. The amount of refund of the Usage Fee shall be calculated by the following formula:
[Amount of refunded Usage Fee = Usage Fee paid / Contracted number of days

of use * Number of remaining days up to date of discontinuation]

Article 15 (Prohibitions)

- 1 In using the Service, the Customer shall not engage in any of the following items:
 - (1) An act that infringes or is likely to infringe copyrights, patent rights, utility model rights, trademark rights, design rights or other intellectual property rights (hereinafter "Intellectual Property Rights") of the Company, Affiliated Companies, the Infrastructure Provider, or third parties
 - (2) An act of falsifying or erasing Service Contents or any information that becomes available by the Service
 - (3) An act of having a third party use the Service or an act of using the Service for the benefit of a third party in violation of the Terms (However, this does not apply if there is a separate agreement between the Company and the Customer).
 - (4) An act of violating legislation, or public order and morals, or an act that is prejudicial to interests of the Company, Affiliated Companies, the Infrastructure Provider, or third parties
 - (5) An act of discriminating against or slandering another company or damaging the reputation or credibility of another company
 - (6) An act that is or is likely to be associated with fraud or any other crime
 - (7) An act of sending a picture, document or other content that falls under obscenity, adult content, or child pornography or abuse
 - (8) An act of operating a pyramid scheme or soliciting people to join it
 - (9) An act of using the Service under false identity
 - (10) An act of sending or publishing a virus or other harmful computer program
 - (11) An act of sending e-mail to third parties for advertisements, publicity or solicitation without permission, or sending e-mail that third parties find or are likely to find objectionable (hate e-mail)
 - (12) An act of causing excessive load on the data center or telecommunications lines or otherwise interfering with the operation of the Service
 - (13) An act of reverse engineering, decompiling, or disassembling or any other similar acts
 - (14) An act that infringes or is likely to infringe properties, privacy, or image or other rights of a third party
 - (15) An act of accessing the Service by any means other than Web access to use it

- (16) An act of accessing a source code
 - (17) An act that violates or is likely to violate these Terms
 - (18) Any other acts that the Company or the Infrastructure Provider finds inappropriate in the light of the intention of any of the preceding items
- 2 The Customer who becomes aware that there is any act that falls under any item of the preceding paragraph or finds that there is a possibility for it shall notify the Company immediately.
 - 3 If the Company, any Affiliated Company or the Infrastructure Provider comes to know that an act of the Customer falls under any item of paragraph 1 in connection with the use of the Service, or that any information provided by the Customer relates to an act set forth in any item of paragraph 1, the Company may temporarily discontinue providing all or part of the Service or delete the information in question without giving advance notice to the Customer. However, the Company, Affiliated Companies, or the Infrastructure Provider shall not be responsible to monitor acts of the Customer or information (including the data set forth in Article 16) that is provided, sent or received by the Customer (including cases where it is deemed to be use by the Customer).

Article 16 (Management of Data)

- 1 The Customer shall back up, at its own expense and responsibility, any data exchanged incidental to the use of the Service (i.e., files uploaded by the Customer files downloaded as analysis results), and any other data of the Customer that have been exchanged between the Company and the Customer by some means (hereinafter "data").
- 2 The Customer shall use the Service by judging the adequacy of data at its own responsibility.
- 3 The Company may access uploaded data to improve the analysis algorithm and provide more valuable analysis services to the Customer. The Company shall not provide the uploaded data to third parties without consent.
- 4 After the waiver of an account, the Company may not disclose or recover data saved with the account for the Customer or a third party designated by the Customer.
- 5 Data deletion specifications of the Service applied after the termination of a license term shall be specified in the latest Service Specification.

- 6 If data are lost or corrupted by the Customer's using the Service, the Company, Affiliated Companies, or the Infrastructure Provider shall in no way be responsible for it.
- 7 While the Company shall give maximum effort to maintain the security and stability of the data, it cannot foresee legal, technical, or other risks that may arise from time to time, and the Customer consents that the Company shall not be responsible for any of such risks (including but not limited to those of force majeure, viruses, hacking, defects with third-party services, and service disruption due to government orders).
- 8 The Company, Affiliated Companies, or the Infrastructure Provider shall not provide any third party, without notice, with the data accessed to check the operation at the time of the maintenance or failure. However, this does not apply where disclosure is required by a governmental organization or other authority under laws or rules.

Article 17 (Outsourcing)

The Company may outsource to a third party at its own responsibility all or part of the business necessary for providing the Service.

Article 18 (Assignment of Claims and Obligations)

Without advance written consent of the Company, the Customer shall not assign nor transfer all nor any part of the rights and obligations pertaining to the Service or the status as the Customer to a third party and shall not offer them as security.

Article 19 (Handling of Intellectual Property Rights)

- 1 The Customer consents that the Customer may use the Service under the Usage Contract and shall not acquire any Intellectual Property Rights pertaining to the Service.
- 2 The Customer shall not change the notice or statement of Intellectual Property Rights of the Company or the Infrastructure Provider or those of licensors to the Company, Affiliated Companies, or the Infrastructure Provider.
- 3 If in using the Service, the Customer receives any suit, objection, or claim from a third party on the grounds of infringement of Intellectual Property Rights

(hereinafter a “Dispute”), the Customer shall promptly notify the Company of the Dispute, and the Company or the licensor to the Company may settle the Dispute with the third party upon consultation with the Customer. The Customer shall delegate necessary power to the Company or the licensor to the Company and provide necessary cooperation.

- 4 The Customer who infringes any Intellectual Property Right of the Company, Affiliated Companies, the Infrastructure Provider, or the original right holder in using the Service shall compensate the Company, Affiliated Companies, the Infrastructure Provider, or the original right holder for any damage incurred by it.

Article 20 (Confidentiality)

- 1 Neither the Customer nor the Company shall disclose or divulge any technical, sales, or other business information of the other party to a third party that is disclosed or provided in connection with the performance of the Usage Contract by specifying the confidential or nonpublic nature of the information (hereinafter “Confidential Information”). If the Customer or the Company orally discloses Confidential Information to the other party, the party shall inform the other party of the confidential nature of the information at the time of disclosure and shall deliver a document to the other party containing details of the Confidential Information promptly after disclosure. However, information shall not be deemed Confidential Information, if it is information that
 - (1) is already within the public domain at the time of disclosure or later becomes part of the public domain through no fault of the party receiving Confidential Information,
 - (2) is already in the other party’s possession at the time of disclosure by the Customer or the Company,
 - (3) is lawfully acquired from a third party without undertaking duty of confidentiality, or
 - (4) is developed after disclosure from the other party without reference to the information of the other party.
- 2 Notwithstanding the preceding paragraph, if the disclosure of Confidential Information is required by a court or competent administrative organ under legislation, either the Customer or the Company may disclose the information to the recipient of the information under the legislation or to the court or administrative organ. Either party who discloses the information shall notify the

other party of it prior to the disclosure to the extent that does not violate relevant legislation, and if it is unacceptable to give advance notice, the party shall give notice to the other party promptly after the disclosure.

- 3 Either party who receives disclosure or provision of Confidential Information shall implement the necessary measures for the management of the Confidential Information.
- 4 Either party who receives disclosure or provision of Confidential Information may use the Confidential Information only for the purpose of performing the Service and may reproduce the information to the extent necessary for performing the Service. In this case, the party shall also treat the duplications of Confidential Information as Confidential Information under this article.
- 5 Either party who receives disclosure or provision of Confidential Information shall return the Confidential Information and its duplications to the other party at the request of the other party and erase any Confidential Information recorded in client equipment and servers of the data center.
- 6 The provisions of this article shall remain effective for a period of two (2) years after the termination of a Usage Contract.

Article 21 (Protection of Personal Information)

- 1 The Company shall collect, keep, use, disclose, manage, and protect personal information received from the Customer in implementing the Service in accordance with the Terms and the Slurry Analysis System Privacy Policy (https://resourceslurry.circuitfitting.net/terms/en/privacy_policy.pdf); provided that in this case, the personal information means the personal information set forth in Article 2 of the Personal Information Protection Law, in other words, information about a living individual that may identify the specific individual for its inclusion of the name, date of birth, other descriptions, or documents, pictures or electromagnetic records (including any information that can be easily collated with other information to identify the specific individual), or information containing an individual identification code; the same applies hereinafter. Any matter concerning the personal information protection not provided herein shall be governed by the Slurry Analysis System Privacy Policy.
- 2 During the usage period of the Service, the Customer may correct, update, delete, or withdraw personal information by instructing the Company. The Customer also may contact the point of contact stated in the Slurry Analysis

System Privacy Policy for any opinions or input that the Customer may have regarding the Company's information security.

- 3 The provisions of paragraphs 3 through 5 of the preceding article apply mutatis mutandis to the handling of personal information.

Article 22 (Response to Information Leakage)

- 1 Either the Customer or the Company who becomes aware of leakage of Confidential Information or personal information shall immediately notify and consult with the other party for measures to implement.
- 2 If Confidential Information or personal information is leaked for any reason attributable to the Company, and it causes any damage to the Customer, the Company shall be liable for compensating the Customer for the damage under paragraph 2 of Article 24.

Article 23 (Disclaimer)

- 1 The Company in no way guarantees the accuracy, completeness, availability, most recent, commercial usefulness, fitness for a particular purpose, or practicability of specific results with respect to the Service or data created by the Customer using the Service.
- 2 Unless explicitly provided for herein, the Company shall not give any guarantee whatsoever, whether explicit or implicit, with respect to the Service, including marketability, adequacy, or fitness for a particular purpose.
- 3 While the Company is entitled to deal with violation of these Terms and legislation, the Company does not warrant that such entitlement is its obligation or that the Company will immediately discover and deal with such violation.

Article 24 (Damages)

- 1 Unless otherwise provided for herein explicitly, the Company, Affiliated Companies, or the Infrastructure Provider shall under no circumstances be responsible for compensation, regardless of the legal cause of action (including default liability and tort liability), for any damage caused to the Customer or a third party as a result of the use of the Service, including but not limited to those caused by any of the following items, except where there is intentional act or

gross negligence of the Company, Affiliated Companies, or the Infrastructure Provider:

- (1) Failure of Client Equipment, failure of an Internet connection service leading to the data center, or failure of other connection environment of the Customer
 - (2) Damage attributable to the response time from the data center, or any other value in performance of mobile telecommunications lines or an Internet connection service
 - (3) Unauthorized access or attack (including but not limited to computer viruses) by a third party to or against the data center or other facilities for the Service, or interception on the communication path, which cannot be prevented by the Company with the due care of a prudent manager
 - (4) Damage attributable to the Customer failing to abide by the procedure or security measures prescribed by the Company
 - (5) Damage caused by seizure, search, or inspection under a warrant based on an order, ruling, or decision; a compulsory disposition under the Act on Communications Interception for Criminal Investigation; or a compulsory disposition under a court order, ruling or judgment or under legislation
 - (6) Failure to provide the Service due to natural disasters, wars, acts of terrorism, changes of legislation, rules or policies, strikes, epidemics, other force majeure, or any other reasons not attributable to the Company
- 2 Even if the Company bears liability for compensation for damage in connection with the Service, the amount of damages borne by the Company shall not exceed the amount of the Usage Fee for the month in which the damage occurs, regardless of the cause of action, including default, legal liability for breach of contract, unjust enrichment, and tort, and regardless of whether the Service is canceled or not. The Company, Affiliated Companies, or the Infrastructure Provider shall bear no responsibility whatsoever for any damage caused under special circumstances or lost earnings whether it can be foreseen or not.

Article 25 (Damages Borne by Customer)

- 1 If the Company, any Affiliated Company or the Infrastructure Provider incurs any damage for a reason attributable to the Customer, the Customer may be held accountable for compensation for the damage.
- 2 If the Company, any Affiliated Company or the Infrastructure Provider is held accountable by a third party for a reason attributable to the Customer, it may

hold the Customer accountable for the damages, after having performed its liability to pay money to the third party.

Article 26 (Export Control)

- 1 The Customer who uses the Service outside Japan or has a nonresident in Japan use it shall provide any information in writing or by e-mail in advance that is required by the Company.
- 2 After having given the Company notice and information under the preceding paragraph, the Customer shall implement the necessary procedures at its own responsibility by complying with the Foreign Exchange and Foreign Trade Act, other legislation in Japan relating to exports, and all applicable legislation in and outside Japan.

Article 27 (Elimination of Antisocial Forces)

- 1 The Customer represents and warrants that its company, or any of its parent companies (meaning a company that holds a majority of the voting shares of the Customer's company) or subsidiary companies (meaning a company, of which a majority of the voting shares are held by the Customer's company) (hereinafter "Companies"), or officers of Companies do not and shall never fall under (i) an organized crime group, member of an organized crime group, a person for whom five (5) years have not passed since the person ceases to be a member of an organized crime group, associate member of or company affiliated with an organized crime group, corporate racketeer, thug engaging in criminal activities under the pretext of conducting social campaigns or other activities, crime group specialized in intellectual crimes, or any other equivalent person (hereinafter "Organized Crime Groups"); or (ii) any of the following items, whether now or in the future:
 - (1) Having such relationship that suggests that an Organized Crime Group controls, or is substantially involved in, its management
 - (2) Illegally using an Organized Crime Group with the aim of unjustly benefiting Companies or a third party or inflicting harm on a third party, or for any other purposes
 - (3) Providing an Organized Crime Group with funds, facilities, or other benefits, or otherwise getting involved with it

- (4) Having an officer or any other person substantially involved in Companies' management who has a socially reprehensible relationship with an Organized Crime Group
 - (5) Making violent demands or unreasonable demands that go beyond the limits of legal liability
 - (6) Spreading a rumor or using fraudulent means or force to damage the credibility of the Company or interfere with its business
- 2 If the Customer violates any provision of the preceding paragraph, the Company may rescind all or part of the Usage Contract without giving any notice to or making any demand against the Customer.
 - 3 If the Customer violates any provision of paragraph 1, all monetary liabilities owed by the Customer to the Company shall be automatically accelerated and immediately become due and payable to the Company.
 - 4 The Company shall bear no liability whatsoever for compensation for damage even if the Customer incurs any damage as a result of the Company rescinding the Usage Contract under paragraph 2 due to the Customer's violation of any provision of paragraph 1.
 - 5 The Company may claim compensation for damage against the Customer if the Company incurs any damage as a result of the Company rescinding the Usage Contract under paragraph 2 due to the Customer's violation of any provision of paragraph 1.

Article 28 (Validity of Terms)

Even if some of the Terms are held invalid or unenforceable by a stipulation of law or a decision by court, this does not affect the validity or enforceability of the remainder hereof, and they continue to have legal binding force to the extent legally permitted.

Article 29 (Governing Law and Jurisdiction)

The Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute arising in connection with the Terms shall be brought before the Nagano District Court as the agreed exclusive jurisdiction in the first instance.