

Lychee Cloud Terms of Use

These Lychee Cloud Terms of Use ("Terms") stipulate the details of the Lychee Cloud service ("Service") provided to Customers by Agileware, Inc., the terms of provision of said Service, and other details. These Terms apply regardless of whether use of the Service is subject to a fee or free of charge, and whether use was formalized or for evaluation purposes.

Article 1: Commencement of usage and contents of Service

1. Use of the Service requires that you read and understand the contents of these Terms and apply for membership per the method stipulated by the Company. Customers conclude a Usage Agreement with the Company effective the time when the Company provides the Customer with access to the Service at the Customer's request, and an account is created or other procedures completed.
2. Restrictions on services contained within the Service, and the provision thereof (including restrictions on inquiry methods) shall be as separately notified by the Company. Other Company products and services similar to the Service ("Related Services") may differ in terms of their content, specifications, or forms of provision. The Company reserves the right to, from time to time, limit the scope of the Service provided voluntarily or add restrictions to its provision for those aspects provided free of charge and that do not cause significant disadvantage to the rights of the Customer. By agreeing to these Terms, Customers agree to raise no objection to these changes.

Article 2: Issuance of IDs and passwords and responsibility for management

1. Regardless of the means, Customers shall not assign or lend their eligibility to use the Service to third parties or allow third parties to use the Service without obtaining the prior consent of the Company. Customers shall not assign or succeed to third parties without the prior consent of the Company any rights or obligations arising from their status as users of the Service. However, this excludes cases where the Customer allows employees or business partners to whom a user ID has been granted to use the Service.

2. Customers are solely responsible for the use and management of administrator IDs and passwords, and the resulting user IDs and passwords created with administrator IDs.

3. Where a Customer loses an administrator ID and/or password or it is stolen, the Customer shall promptly notify the Company and follow its instructions.

Article 3: Notifying customers

1. Communication from the Company to Customers via e-mail and other systems shall be treated as having reached the Customer effective the time the e-mail is sent or the message is posted on the respective system. The Company bears no liability for messages not reaching Customers as a result of undeliverable e-mail or Customers not checking e-mail or information posted on applicable systems, even in cases where means of contact other than the one used by the Company were available.

2. If there is a change in the Customer's contact information, the Customer shall promptly notify the Company of the change.

3. The Company waives all liability for any detriment or disadvantage to Customers resulting from non-notification per the above.

Article 4: Changes to Terms

1. The Company reserves the right to, at its discretion, change the contents of these Terms for any reason by notifying Customers by e-mail or other means by at least 30 days prior to the change.

2. Where the Customer does not suspend use of the Service or does not cancel the Service after the notice period set forth in the preceding clause, the Customer is deemed to have agreed to all matters described in these Terms after the change.

Article 5: Copyright

All copyrights to images, text, and other content displayed by the Company on the Service vest with the Company or the respective provider. These shall not be reused, provided to third parties, or used for the business interests of oneself or third parties without the prior consent of the Company.

Article 6: Usage fees

1. The system of usage fees, payment methods, payment timing, and other details of the Service shall conform to those provisions separately stipulated by the Company. The Company may change these provisions at its discretion for operational reasons.
2. When using the Service, the same usage plan is applied to all users of the Customer, and it is not possible to configure a different usage plan for each user.
3. Where the Service is applied for during a given month, the usage plan is changed during a given month to a paid or higher (or lower) usage tier, or the number of users is changed, the rate shall not be pro-rated, with usage fees (in case of changes, the higher usage fee and usage fee for the greater number of users) incurred for the entire month.
4. Where the Customer exceeds the contracted amount set for a metered usage plan and the Company notifies the Customer to that effect, the Customer's usage plan will be automatically changed to the usage plan indicated in the notification.
5. Where a Customer is subject to suspension of use of the Service or paid tier of the Service, usage fees will not be reduced or refunded.
6. Even in the event of problems, including but not limited to inability to use the Service or paid services due to problems with the Customer's operating environment or system, the Company shall not reduce or refund the usage fees.
7. Where a Customer is found to have evaded payment of usage fees by unauthorized means, the Company reserves the right to suspend the Customer's use of the Service or the paid version of the Service and claim indemnification for damages equivalent to 200% of the usage fees.

Article 7: Usage period

1. There is no set expiration date for use of the Service.
2. Customers reserve the right to terminate use of the Service by notifying the Company by a method indicated by the Company on the Service web site.
3. If the usage fees defined in the Customer's usage plan for the Service are free of charge, or if the Customer has not used the Service for more than one month, the Company reserves the right to terminate the usage agreement with the Customer regardless of the reason and without notifying the Customer.

Article 8: Storage and Migration of Data

1. Excluding where the Customer has filed for the use of the Service for evaluation purposes and has not transitioned to official use, the Company shall, at the request of the Customer and having collected the cost displayed on the Service web site, provide to the Customer by means specified by the Company data stored by the Customer on the service ("Customer Data"), doing so by a method or means stipulated by the Company. However, if the Customer's usage plan is a paid tier and the request is made pursuant to cancellation of the Service, no fees shall apply for provision of data.
2. If, while currently subscribed to a usage plan, the Customer migrates to a free tier, unless specifically permitted by the Company, Customer Data is no longer usable after migration.
3. With the exclusion of migration methods listed as free of charge on the Service web site by the Company, migration of data between services and tiers pursuant to transition of contractual terms or change of usage tier as concerns the Service and Related Services shall be subject to fees. In this case, requests for data migration shall be made by the end of use of the service being migrated from.

Article 9: Suspension of use and termination by Company

1. Where the Company determines that any of the following items apply to a Customer, the Company reserves the right to suspend the Customer's use of the Service or terminate all or part of the usage relationship for the Service without prior notice or warning.
 - (1) Where entering false information or making omissions in the application for the use of the Service, when changing the content of use, or other notifications.
 - (2) Where in arrears or subject to insolvency.
 - (3) Where a check or bill issued by the party is dishonored.
 - (4) Where subject to a filing for seizure, provisional seizure, or auction, or where in arrears on public taxes.

(5) Where subject to corporate reorganization, civil rehabilitation, or equivalent bankruptcy proceedings, or where there are serious concerns about the party's creditworthiness.

(6) Where an auditory or regulatory body has issued measures for termination or suspension of the party's business license.

(7) Where in violation of these Terms and requested by the Company to correct the issue, but no correction is made within a reasonable timeframe.

(8) Where a resolution is made for the dissolution, reduction of capital, or transfer of a critical part of the business, or the business as a whole.

(9) Where circumstances render performance of these Terms impossible.

2. Where there are any unpaid usage fees at the time of termination pursuant to the preceding clause, the Customer shall pay these by the date specified by the Company.

Article 10: Discontinuation of Service

1. In the event of any of the following items, the Company shall discontinue all or part of the Service, and reserves the right to terminate all or part of the Usage Agreement effective the date of discontinuation.

(1) Where the customer is notified up to 30 days prior to the date of discontinuation

(2) Where unable to provide the Service due to natural disasters or force majeure.

2. Where discontinuing all or part of the Service pursuant to the preceding clause, the Company shall pro-rate the amount of usage fees corresponding to the number of days not provided for the Service and return these to the Customer.

Article 11: Handling materials after termination of agreement

1 Where the Customer terminates use of the Service by termination of an agreement or as a result of discontinuation of the Service, any equipment, software, and all related materials provided by the Company for use of the Service (including copies of all or part of software and materials, and applying mutatis

mutandis below) must be immediately returned to the Company (or, where requested by the Company, destroyed or disposed of) upon ceasing to use the Service. In addition, software and materials stored on Customer equipment or devices must be deleted at the responsibility of the Customer.

2. Where the Customer's use of the Service is terminated as a result of termination of an agreement or discontinuation of the Service, the Company shall, at the request of the Customer, immediately dispose of or discard any materials and other items (including copies of all or part of the same, and applying mutatis mutandis below) previously provided by the Customer, doing so effective the time of termination of use of the Service. The Company shall also be responsible for deleting any data or materials stored on Internet servers under its management.

3. In addition to the cases stipulated in Article 8, if the Customer's use of the Service concludes as a result of termination of an agreement or discontinuation of the Service, the Company bears no liability to save data stored on the Service by the Customer, or provide said data to the Customer. Where the Customer requires retention of data, the Customer shall save the data at its sole responsibility.

Article 12: Prohibitions

1. In addition to acts prohibited by these Terms, Customers are strictly prohibited from using the Service to perform any of the following acts. In addition, Customers shall not impel or allow third parties to engage in any of the same.

- (1) Using the Service by methods other than that specified by the Company.
- (2) Acts obstructing operation of the Service.
- (3) The act of filing with, submitting, or transmitting false information.
- (4) Applying for use of the Service despite usage privileges for the Service having previously been revoked due to a violation.
- (5) Through use of the Service, copying, modifying, or adapting the software, programs, and other data located on Internet servers under the control of the Company in, or into, a format different from the intended usage method and content of use.
- (6) Transmitting or distributing harmful computer programs, including but not limited to computer viruses, or engaging in acts intending to transmit

chain mail or spam mail, or acts which put significant strain or load on the Service;

(7) Altering or deleting information of the Company or third parties

(8) Soliciting activities, including but not limited to pyramid schemes, network business, etc., and collecting personal information.

(9) Infringing on the trademark rights, copyrights, or other intellectual property rights of the Company or third parties, or acts that may infringe on the same.

(10) Infringing on the assets, privacy, honor, or portrait rights of the Company or third parties, attempting to infringe on the same, or engaging in stalking.

(11) Acts that result in discrimination or slander of others, damage to the honor or credibility of others, or acts that cause racial, ethnic, or religious offense.

(12) Acts that damage the credibility of the Company or a third party.

(13) Any act that violates Article 175 of the Criminal Code as concerns distribution of obscene footage, images, or other content, or directing users to other web sites hosting such content.

(14) In addition to the preceding items, illegal acts, acts contrary to public order and morals, acts that violate laws and regulations, and any other acts that the authorities or the Company deem inappropriate.

2. If a supervisory authority requests disclosure of a Customer's usage status of the Service, the Customer shall immediately respond to the request.

Article 13: Temporary suspension of service

1. The Company may temporarily suspend provision of the Service in any of the cases below, without prior notice to the user.

(1) For the improvement or refinement of, or for planned or emergency updates to, the Service (includes hardware, telecommunications equipment, and other tools used for operating the Service, and applying mutatis mutandis in this article).

- (2) Where performing regular or emergency maintenance of the Service.
- (3) Where provision of telecommunications lines, power, or other connections used by the Service is interrupted.
- (4) Where the Service cannot be operated due to a fire, power outage, or other incident.
- (5) When there is a request or order for restriction of telecommunication by law or public authority due to natural disasters such as earthquakes, typhoons, floods, tsunamis, or other emergencies, or where the Company deems it necessary.
- (6) Where the Service cannot be operated due other technical reasons.

2. The Company waives liability for any damages incurred by Customers, clients, or third parties as a result of Service delays, temporary outages, or damage or loss to data.

Article 14: Damages

If, in the performance of these Terms, the Company is obligated to indemnify the Customer for damages, damages shall be limited to direct damages actually incurred by the Customer and not exceed usage fees paid by the Customer for the Service over the course of the last year. The Company waives all liability for damages to Customers resulting from lost profit, indirect damages, or other special circumstances, irrespective of whether these could be foreseen by the Company. However, the above shall not apply in cases of intentional or negligent behavior by the Company. In the event that use of the Service was at the free tier, the Company shall not be liable to the Customer.

Article 15: Exemptions

1. This service is provided on an as-is basis. The rights to use functionality and aspects not included in the Service at the time of provision are not provided to the Customer. Given the nature of the Service, its performance and functionality are provided on a best-effort basis. No warranty is made as to the speed or response time of the Service.
2. The Service is developed and provided in accordance with the general technical and security standards available at the time of its development. Any defect or

absence of functionality that arises or is found in the Service due to technological advances shall not be deemed to be a defect or non-conformity to the Service.

3. The Company makes no warranty regarding uninterrupted provision of the Service or availability for uninterrupted use of the Service by the Customer.

4. Through this service, the Company backs up, per specifications of its own design, Customer data stored and accumulated on an Internet server under management of the Company. However, the Company shall not be liable (includes other exemptions in these Terms) for any loss of data that may occur even in the presence of backups per these specifications, such as multiple failures or other adverse events.

5. In the event that damages are incurred by the Company or a third party or their rights are infringed on for causes imputable to the Customer's use of the Service, the Customer shall resolve the matter at its sole expense and liability, and raise no claims against the Company.

6. The Company shall not indemnify parties for any damages incurred by the Customer or a third party due to the Customer's use of the Service.

7. Customers shall not cause any inconvenience or damages to the Company when using the Service.

8. The parties shall not be liable for delay or non-performance of obligations under these Terms due to natural disasters; wars; riots; civil war; enactment, amendment, or abolition of laws; orders and dispositions by public authority; strikes; accidents of transportation agencies; or other reasons not attributable to the parties.

(9) Advertisements may be displayed on Service usage screens. The Company makes no warranty as to advertisements aligning with Customers' tastes and preferences, nor that the products and services of the advertisement providers are appropriate or lawful.

10. The Company responds to Customer inquiries regarding use of the Service via e-mail or the inquiry management system designated by the Company in accordance with the provisions of the Customer's usage plan. However, with the exception of paid support agreements, the Company makes no warranty as to the provision of responses or the provision of responses within a designated timeframe, or the availability of support.

11. The Company waives liability for indemnifying Customers for damages in any of the cases below, and from secondary leak, loss, or damages resulting from the same.

- (1) Damages caused by programs not provided by the Company.
- (2) Damages caused by unauthorized acts by third parties other than the Company.
- (3) Damages caused by infiltration or attacks on or to servers by hackers or crackers.
- (4) Damages caused by bugs on the Service, despite the Company conducting business with the due care of a good manager.

Article 16: Handling of personal information

The Company handles personal information provided by users in connection with the provision of the Service per its privacy policy (<https://agileware.jp/policy/>).

Article 17: Confidentiality

1. Both during and after the period of use or provision of the Service, the Customer and the Company shall not, when receiving business or technical information disclosed or provided by the other party which is indicated specifically in advance as explicitly confidential and with a given scope of confidentiality ("Confidential Information". Information entered independently by Customers into the Service and which is stored and accumulated on the Company's Internet servers through use of the Service shall always be treated as Confidential Information, irrespective of whether it was explicitly indicated as such.) disclose or leak it to other third parties. However, this shall not apply where any of the below items apply to the information.

- (1). Information already in the possession of the recipient at the time of disclosure.
- (2) Information already publicly known or available at the time of disclosure.
- (3) Information that became publicly known or available after its disclosure for causes not imputable to the recipient.
- (4) Information independently developed by the recipient after disclosure from the other party and with no relation to the information disclosed.
- (4) Information lawfully obtained from third parties without duties of confidentiality.
- (6) Information the disclosure of which is required by law.

2. The party receiving Confidential Information shall use the Confidential Information provided by the other party only for the purposes of using or operating the Service.

Article 18: Use of statistical information

For the purposes of creation or improvement of the Service, Related Services, and other products and services, the Company reserves the right to use without prior consent information pertaining to use of the Service by the Customer, including but not limited to logs of the Customer's interactions with or on the Service, statistical data, and other details, provided they do not include personal information or Confidential Information of the Customer.

Article 19: Rejection of anti-Social forces

The Company and Customers (and the respective officers thereof) mutually pledge to each other to uphold the following items:

1. That the party is not a criminal organization or a company affiliated with criminal organizations, an extortionist group, a political racketeering organization, an organized crime syndicate, or equivalent (collectively, "Anti-Social Forces").
2. That the officers of the party (employees, directors, executives, and equivalent parties engaging in work on behalf of the party) are not Antisocial Forces.
3. That the party does not allow Antisocial Forces to utilize its name for the purpose of conclusion of this Agreement.
4. A party shall not, whether on its own or through a third party, engage in any of the acts below;

(1) Threatening speech or acts against the other party.

(2) Deliberate acts to interfere with the business of the other party or discredit its reputation, such as through deception or influence.

Article 20: Deliberation

If any doubts arise regarding matters not stipulated herein, the parties shall deliberate based on the principle of good faith and broker a resolution.

Article 21: Original agreement

The Company may provide a translated version of these Terms in languages other than Japanese in order to aid Customers' understanding. Even in such cases, the Japanese language version shall prevail as the original version. In the event of discrepancies between the Japanese version of the Terms and those in other languages, the Japanese version shall prevail.

Article 22: Governing law

These Terms shall be based on the law of Japan.

Article 23: Means of dispute resolution and jurisdiction

All disputes regarding these Terms and the Service shall be resolved by litigation, with the Tokyo District Court serving as the exclusive court of first instance.

April 22, 2021: revised