

“CREACOMPO®GLOBAL” Terms of Service

Chapter 1 General Provisions

Article 1 [Purpose]

Toray Advanced Computer Solution, Inc. (hereinafter called the “Licensor”) has set forth the following Terms of Service (hereinafter called these “Terms of Service”) for the use of the Licensor’s software, “CREACOMPO® GLOBAL” (hereinafter called the “Software”) and relating services provided by the Licensor (hereinafter collectively called the “Service”). The Users of the Service shall use the Service after consenting to all the provisions hereunder and in compliance with each provision hereunder.

Article 2 [Definition]

In these Terms of Service, the definition of the terms used in each of the following items shall be as set forth in each item:

1. “Agreement” shall mean a usage subscription agreement made up of these Terms of Services and a Subscription Form
 2. “Approved Subscription Form” shall mean a Subscription Form that has been approved by the Licensor with an order acknowledgement and has come into effect.
 3. “Confidential Information” shall have the meaning set forth in Article 22.
 4. “Equipment for the Service” shall mean the Licensor’s devices, equipment, telecommunication lines, and software programs arranged by the Licensor to provide the Service.
 5. “Licensor” shall have the meaning set forth in Article 1.
- “Licensor’s Websites” shall mean the websites including <https://www.toray-acs.co.jp>, which are managed by the Licensor.
6. “Member(s)” shall mean the Subscriber and Users.
 7. “Notice(s)” shall mean announcements from the Licensor to the Subscriber or Users, or both of them, and shall include “Written Notices” and “On-line Notices” or both of them as set forth below.
 8. “Online Notice(s)” shall mean a method of announcements in which notices are posted on the Licensor’s Websites or sent by mail via telecommunication lines. In addition, unless otherwise specifically set forth in such Online Notices, such Online Notices shall become effective from the time the Licensor transmitted the contents of such Online Notices.
 9. “Service” shall have the meaning set forth in Article 1.
 10. “Software” shall have the meaning set forth in Article 1.
 11. “Subscriber” shall mean an individual or a company who concludes this Agreement with the Licensor in accordance with these Terms of Service and use the Service.
 12. “Subscription Form” shall mean a written software subscription form that the Subscriber sends to the Licensor in order to apply for the subscription of the Software.
 13. “Supplier(s)” shall have the meaning set forth in Article 30.
 14. “Terms of Service” shall mean this CREACOMPO® GLOBAL” Terms of Service.
 15. “Usage Fee” shall mean a fee the Subscriber shall pay to the Licensor for the Service and as set forth in the Approved Subscription Form.
 16. “Usage Start Date” shall mean a date on which Users can start to use the Service.
 17. “Usage Period” shall mean the period during which Users may use the Service under the grant of license by the Licensor.
 18. “User(s)” shall mean individuals who shall be entitled to use the Service under designation by the Subscriber, and when the Subscriber use the Service, the Users shall include the Subscriber.
 19. “Written Notice(s)” shall mean a method of announcements in which written notices are sent by the Licensor. In addition, unless otherwise specifically set forth in such written notices, such written notices shall become effective from the time when the Licensor has dispatched such written notices.

Article 3 [Basic Subscription-related Matters]

1. The Licensor grants the Users a non-exclusive, non-transferable and non-sublicensable license to access and use the Service for the purpose of designing clothing products or managing production.
2. The Licensor may set forth other terms and conditions of the Service in addition to these Terms of Service as may be necessary. In this case, unless otherwise noted in such other terms and conditions, these Terms of Service shall also apply.
3. The Licensor may modify these Terms of Service in whole or in part without obtaining the consent of the Members, in compliance with applicable laws and regulations. The Members shall comply with the latest version of these Terms of Service.
4. In the event the Licensor modifies these Terms of Service, the Licensor shall notify the Subscriber via Online Notice of such modification, the contents of the new Terms of Service, and the effective date of such modification.
5. In no event, the Licensor will guarantee that all existing functionality and performance of the Service will be maintained in case of any changes or additions to the Service. If the Licensor decides to discontinue the Service in its entirety, the Licensor shall notify Subscribers in advance via Online Notice.

Chapter 2 Contents of Service

Article 4 [Contents of Service and Inquiry Reception and Response]

1. Contents of Service

The Users may download and use the Software from the Licensor’s software server via the Licensor’s Websites. The Licensor may add new contents to the Service by providing Notices to the Members from time to time. All Members who have been authenticated by the

Licensor’s authentication server may use the Service.

2. Inquiry Reception and Response

(1) Method and Period of Times of Inquiry Reception

(i) Inquiry reception via e-mails shall be available 24 hours a day, 7 days a week.

(ii) Inquiry reception by telephones shall be available from 9:00 a.m. to 12:00 a.m. and 1:00 p.m. to 5:00 p.m., Japan time, excluding Saturdays, Sundays, Japanese public holidays, and holidays designated by the Licensor.

(2) Period of Times of Inquiry Response

Period of times of inquiry response shall be from 9:00 a.m. to 12:00 a.m. and 1:00 p.m. to 5:00 p.m., Japan time, excluding Saturdays, Sundays, Japanese public holidays, and holidays designated by the Licensor.

3. Time Reference

The time reference of the Service shall depend on the time of the server managed by the Licensor.

Article 5 [Use of Software]

1. Intended purpose

The Users shall not, for any reason whatsoever, use this Software for any purposes other than for the purpose indicated in Article 3, paragraph 1.

2. Prohibited matters

The Members shall not engage in any act described in any of the following items:

- (1) To engage in any act to derive source code from the Software by reverse compile or disassemble, or to engage in reverse engineering of the Software or a similar act,
- (2) To pledge the right to use the Software as a security interest,
- (3) To modify or alter the Software, or
- (4) To engage in any other acts that are likely to reduce the value of the Software.

3. Upgrading

The Software upgraded by the Licensor shall mean a Software program in which any software programs before upgrading have been replaced or to which any new software programs have been added, and the Members shall handle such replacements and additions as an integral part of the Software. The Users may use the Software after upgrading on the condition that they shall use the same in accordance with these Terms of Service.

4. Copyrights

The Licensor owns the Software and its related materials as well as any and all the copyrights (including the rights to create and use derivative works) and all the intellectual property rights including industrial property rights and all other rights for all the copyrighted works (including but not limited to images, photographs, moving images, animations, videos, sounds and voices, music, texts, and applets) included in the Software and its related materials. These rights shall be protected by the Copyright Act, other related laws and regulations, as well as the provisions of international treaties. The Members shall not, therefore, engage in any and all acts that may harm these rights (including but not limited to unauthorized reproduction and unauthorized transfer).

5. Receipt of Software

The Users may receive the Software by downloading. The Members shall not assign or transfer any of the received software programs as well as their reproductions to any third parties.

Chapter 3 Application for Use

Article 6 [Service Subscription and Use]

1. Upon conclusion of this Agreement, the Licensor shall make preparations for the registration of Users. Upon completion of the preparation, the Licensor shall notify the Subscriber of the readiness to use the Service by Online Notice. The date when the Licensor dispatches such Online Notice to the Users shall be the Usage Start Date.
2. In the event the Subscriber falls under any of the following items, the Licensor may refuse to conclude this Agreement.
 - (1) It was found that there were any false, incomplete, mistaken or illegible entries in the Subscription Form;
 - (2) A User has been cancelled the qualification to use any service provided by the Licensor in the past due to any violation of the Terms of Service; or
 - (3) The Licensor has judged that the Subscriber is not trustworthy or reliable and has presented a reason to the Subscriber.

Article 7 [Term and Renewal of Subscription]

1. The Usage Period shall be one (1) year from the first day of the following month after the Usage Start Date. The Licensor shall send Notice of expiry of the Usage Period to the Subscriber forty-five (45) days prior to the end of Usage Period. If the Subscriber applies for the renewal of this Agreement, the Licensor will send a new Subscription Form to the Subscriber. If the Subscriber signs the new Subscription Form and returns it to the Licensor, the Licensor will send an invoice for the new Usage Period, and the Subscriber shall pay the new Usage Fee in accordance with the invoice. The Usage Period shall be renewed for an additional one (1) year when the Licensor confirms the payment from the Subscriber, and thereafter.
2. In the event this Agreement is not renewed no later than the end of the current Usage Period, any User shall lose the right to use the Service.
3. The Usage Start Date of the renewed Agreement shall be the subsequent day following the expiry date of the preceding Usage Period, and the renewed Usage Period shall be for

one (1) year from such Usage Start Date.

4. The Subscriber acknowledges that if the Subscriber does not return the Subscription Form for renewal at least thirty (30) days before the end of current Usage Period, even if the renewal is concluded by the Licensor, the Service may not be used immediately. In such case, however, the new Usage Start Date and Usage Period shall be the same as set forth in the preceding paragraph.

Article 8 [Discontinuance of Provision of the Service]

1. Discontinuance of the provision of the Service shall mean such cases where the Users cannot connect to the Equipment for the Service that is used for the Service, or the Software is not in a usable condition and thus the Users cannot receive the provision of the Service, and when the Licensor falls under any of the following items, the Licensor may discontinue the provision of the Service in whole or in part:

(1) It became impossible or difficult or likely to become impossible or difficult to provide the Service due to earthquakes, flood damages, eruptions, tsunamis, other natural disasters, or acts of God, fires, power outages, wars, riots, acts of public enemies, civil commotions, or spread of an epidemic or infectious disease, legislation, repeal or administrative disposition, or other acts of public authority (including reinforcement of export regulations and changes in operation), strikes, other labor disputes, accidents on transportation facilities, discontinuances, interruptions or suspensions of telecommunication services, or other emergency situations, or any other grounds not attributable to us;

(2) It became impossible or difficult or is likely to become impossible or difficult to provide the Service due to any invasion or infection by computer viruses and other harmful computer programs (including the files containing them), unauthorized access through the Internet, hacking or cracking, and other security threats;

(3) There are necessities for operation and maintenance, repair and maintenance, construction works on the facilities for the Service or other unavoidable reasons;

(4) The provision of the Service has been affected by regulatory measures that have been taken pursuant to laws and ordinances, internal regulations specified by financial instruments exchanges or other regulatory agencies, or judgments, decisions, orders or dispositions that have been issued by administrative authorities, courts or concerned regulatory agencies; or

(5) The Subscriber and the Licensor agrees on the discontinuance of provision of the Service.

Article 9 [Discontinuance of Provision of the Service to Specific Members]

1. In the event any Member falls under any of the following items, the Licensor may discontinue the provision of the Service to such Member:

(1) (i) There is any misdescription on any Member's application as to any of information included in Members' mail addresses, addresses, telephone numbers, and names, or (ii) no procedures for modification have been carried out, though any of such information have changed; or

(2) The Licensor cannot confirm the payment of Usage Fee from the Subscriber in whole or in part.

Article 10 [Termination of the Service by the Licensor]

In the event any Member falls under any of the following items, the Licensor may terminate the Service or nullify all the rights of such Member included in the Service without giving any Notice to such Member. In addition, in this case, the Licensor may delete all the data and backup data of such Member. Furthermore, if such Member owes any debts to the Licensor, such Member shall inevitably lose the benefit of term with respect to the performance of all the obligations under this Agreement and all remaining obligations it owes to the Licensor shall immediately become due and payable.

(1) Any Member has submitted false applications, or situations as set forth in Article 9, paragraph 1, item (1), have not been cured within a reasonable period of time in spite of Notice from the Licensor;

(2) Any Member has engaged or is likely to engage in acts to infringe on the honor, credibility and privacy rights of the Licensor or any third parties or acts that are offensive to public order and morals;

(3) Any Member has engaged or is likely to engage in acts to infringe on the copyrights and other intellectual property rights of the Licensor or any third parties;

(4) Any Member has engaged or is likely to engage in acts to destroy, damage, or steal the data or the system of the Licensor or any third parties;

(5) Any Member fails to pay the Usage Fees within a reasonable period of time in spite of the Notice from the Licensor after the discontinuance of the Service due to the reasons as set forth in Article 9, paragraph 1, item (2);

(6) Any Member is deemed to have engaged or be likely to engage in illegal acts or to seduce or make other persons easy to engage in illegal acts;

(8) Any Member is deemed to have engaged or be likely to engage in acts to interrupt the provision of the Service;

(9) Any Member is deemed to have engaged or be likely to engage in acts to block or hinder the use of the Service by third parties;

(10) Any Member has been in breach of these Terms of Service;

(11) It is not possible to contact any Member or whose whereabouts is not known;

(12) Any Member has been subject to attachment or coercive collection, or subject to a petition for bankruptcy, a ruling for commencement of curatorship, or a ruling for commencement of guardianship; or

(13) As to any Member a petition for bankruptcy, civil rehabilitation procedures, corporate reorganization procedures or special liquidation has been filed, or Any Member is subject to disposition by the suspension of business by clearinghouses, seizure, or coercive collection.

Article 11 [Termination of the Service by the Subscriber]

1. The methods for terminating the Service in whole or in part by the Subscriber are as follows:

(1) The Subscriber does not renew this Agreement in whole or in part;

(2) The Subscriber requests the Licensor to terminate the Service in whole or in part during the Usage Period.

2. Pursuant to item (2) of the preceding paragraph, this Agreement shall be deemed to have been terminated when the Licensor dispatches an acceptance Notice to the Subscriber for the request of termination.

Article 12 [Abolition of the Service]

1. In the event the Licensor abolishes the Service in whole or in part, the Licensor shall notify the Subscriber at least three (3) months prior to such abolition. The contents of such Notice shall become effective upon transmission. Whether such Notice has not reached the Subscriber or the Subscriber has not confirmed such Notice, has no effect on the validity of such Notice.

2. In the event it is not possible for the Licensor to dispatch such Notice of abolishment of the Service at least three (3) months prior to such abolition due to the Licensor's unexpected reasons or due to unavoidable reasons, such as laws and ordinances, as well as natural disasters, the Licensor shall immediately notify subscribers after the fact.

Chapter 4 Usage Fees and Payment Method

Article 13 [Usage Fee and Payment Method]

1. Usage Fee, payment method, and payment due date for the Service shall be set forth in the Approved Subscription Form or an acknowledgement issued by the Licensor and Subscriber. The Licensor shall send a bill for Usage Fee as set forth in the Approved Subscription Form or the acknowledgement above to the billing addresses designated by the Subscriber, and the Subscriber shall be obligated to pay such Usage Fee no later than the payment due date set forth in the bill.

2. In the event the Subscriber falls under any of the items in Article 10, the Subscriber shall immediately lose the benefit of term as set forth in this Agreement, and the entire amount of debts Subscriber owes to the Licensor shall become immediately due and payable in a lump sum in a manner designated by the Licensor.

Article 14 [Delay Interest]

In the event the Subscriber delay the payment of the Usage Fee and consumption taxes (or any applicable similar tax) thereon, Subscribers shall pay a delayed interest of twelve percent (12%) per annum.

Article 15 [Refund of Usage Fee]

Even in the event the Service has been cancelled or terminated, the Licensor is not obliged to refund any of the Usage Fees and incidental fees that have already been received by the Licensor.

Chapter 5 When Using the Service

Article 16 [Notification]

1. In the event there is a change in the information the Subscriber declared to the Licensor at the time of concluding this Agreement, the Subscriber shall carry out the necessary procedures for changes in writing. In the event the Licensor judges that any additional documents are necessary, the Subscriber shall be required to submit such documents to the Licensor.

2. In the event the Subscriber has fallen or is likely to fall under any of the items as set forth in Article 10, the Subscriber shall immediately notify the Licensor thereof.

Article 17 [Maintenance of Members' Environment]

The Subscriber shall, at its responsibility and expense, purchase, set up, pay communication and connection charges with respect to the devices, terminals, telecommunication lines and so forth that the User uses in order to use the Service.

Article 18 [Management of Mail Addresses]

1. The Subscriber shall be responsible for managing the registered e-mail addresses, and the Licensor shall not be liable for any damage caused due to leakage of the same.

2. The Licensor shall manage e-mail addresses of all Members with the same care the Licensor would exercise over its own property so that any of such information shall not be disclosed, leaked to or abused by any third parties other than the Members. Provided, however, that when the Licensor is obliged to disclose any of such information under laws in response to inquiries or the like from public agencies, such as the courts, prosecutors' offices, police, and regulatory agencies, the Licensor may disclose such information without obtaining any consent by the Members.

Article 19 [Backup and Equipment Maintenance]

1. In order to make available for restoration during any system failure of the Equipment for the Service, the Licensor may carry out backup work, transfer, or delete all the contents of the Equipment including the data of Members. The backup data created by the Licensor shall be strictly operated under the responsibility and management of the Licensor, and such backup data shall not be used for any purpose other than for the purpose of the restoration of the Equipment for the Service.

2. The backup data created by the Licensor pursuant to the preceding paragraph shall not necessarily completely guarantee the restoration of the Equipment for the Service.

3. In the event any trouble occurs to the Equipment for the Service and the Service cannot be normally used, the Licensor shall make commercially reasonable efforts to quickly restore the Equipment based on the backup data as set forth in paragraph 1 of this Article. Provided, however, that this work shall not necessarily guarantee the restoration of all the data stored in the Equipment for the Service.

4. In the event this Agreement for the Service is not renewed but terminated, the Licensor may delete all the data and the backup data thereof stored through the use of the Service that is recorded in the Equipment for the Service within two (2) months from the subsequent day following the date of cancellation or termination of the Service.

Article 20 [Obligations to Users]

The Subscriber shall cause the registered Users to comply with these Terms of Service.

Article 21 [Assignment or Transfer of Rights and Obligations]

The Members shall not assign or transfer, cause others to succeed to, lend, resell, or pledge as a security interest, the right to use the Service and the rights and obligations under these Terms of Service in whole or in part.

Chapter 6 Handling of Confidential Information

Article 22 [Handling of Confidential Information]

The Subscriber shall keep confidential any information that the Licensor particularly has designated in writing (including electronic and electromagnetic media and the same shall apply hereinafter) as secret and for which the scope of confidential information has been identified at the time of provision and clearly indicated to be confidential information (hereinafter called the "Confidential Information") out of the technical, sales, and other business related information provided by the Licensor in the course of the Service, and the Subscriber shall not disclose or leak such Confidential Information to any third parties without the prior written consent of the Licensor, and shall not use the same for any purpose other than for the purpose of the Service. Provided, however, that this shall not apply in the event the information falls under any of the following items:

- (1) Information that has been known to the Subscriber at the time of disclosure without any confidentiality obligations;
 - (2) Information that has been lawfully obtained by the Subscriber from third parties without any confidentiality obligations;
 - (3) Information that has been independently developed without reference to any information provided by the Licensor; or
 - (4) Information that has become publicly known without any violation of this Agreement and regardless of whether before or after any confidential information was received.
2. The Subscriber who has been provided with the Confidential Information shall return the materials, including such Confidential Information, upon the Licensor's request, and when such Confidential Information has been accumulated in the Subscriber's equipment or the Equipment for the Service, the Subscriber shall completely erase such Confidential Information.
3. The data created by any Member using the Service and stored for the purpose of data storage in the server provided by the Licensor, the Licensor shall appropriately manage such data as the confidential information of the Members until the deletion of the data according to the provisions of these Terms of Service is implemented, and the Licensor shall not disclose or leak such information without the prior consent of the Subscriber to any third party and shall not use the same for any purposes other than for the purpose of the Service. Provided, however, that in the case of any third party to whom the Licensor has subcontracted business activities in accordance with Article 27, the Licensor may disclose such data to such third party without the prior consent of the Members.
4. The provisions of this article shall survive for three (3) years after the expiry or termination of this Agreement.

Article 23 [Disclosure of Personal Information to Third Parties]

1. In accordance with the Privacy Policy (<https://www.toray-acscs.co.jp/en/privacy/>), the Licensor shall not disclose any information obtained in the course of Service that can identify individuals without the consent of the individuals in question. Provided, however, that in the event the Licensor is obligated to disclose such information in response to inquiries from public agencies, such as the courts, prosecutors' offices, police, and regulatory agencies, this shall not apply.
2. Notwithstanding the provision of the preceding paragraph, the Licensor may provide the personal information provided by the Subscriber to any of the following parties for the purposes set forth in any of the following items:
- (1) Operators of help desks, call centers, support centers or other contractors: To deal with inquiries about the Service from the Members.
 - (2) Collection agencies, printing companies and delivery companies: For billing to and fee collection services from the Subscriber.
 - (3) The Licensor's designated distributors: To provide information on the Service, the services and goods related to the Service and for the purpose of sales activities.

Article 24 [Use of Information after Expiry or Termination of this Agreement]

The Licensor may use the information registered by the Members within the scope as set forth in this Chapter even after the expiry or termination of the Service.

Article 25 [Management of Usage Situations]

1. The Licensor may obtain information on the use of Software and Equipment for each Member and information on the amount of data communication and connection situations for the purpose of improving the quality of the Service and Software.
2. The Licensor shall strictly manage the information obtained for the purposes set forth in the preceding paragraph, and shall not be able to use, browse, or disclose for any purposes other than for the purpose of the preceding paragraph.

Article 26 [Audit Rights]

1. The Licensor, upon prior Notice to the Subscriber, may audit, or have an independent third-party auditor audit, the Members during normal business hours, to confirm whether or

not the Members' installation and use of any and all Service and Software is in conformity with valid licenses or otherwise inspect the Members' performance of the obligations under this Agreement. The Members understand and agree that the Licensor may take every reasonable action to audit the Members' usage of Software, including, but not limited to, inspecting and duplicating data on the computer that installed Software and other computers that the Members maintain, subject to this Article, paragraph 2.

2. The audit set forth in the preceding paragraph shall be limited to twice a year or less except under emergency circumstances. The Licensor shall make a reasonable effort to minimize any disturbances to the Member's business. The Licensor shall also keep confidential the Members' information obtained during the audit set forth in the preceding paragraph and shall not use it for any purpose other than the audit.

3. In case the audit finds any violations of this Agreement, the violating Member shall jointly compensate the Licensor for damages and pay for all costs, fees, and expenses incurred by the Licensor related to the audit.

Chapter 7 Miscellaneous Provisions

Article 27 [Subcontracting]

1. The Licensor may subcontract the installation, management, operation and maintenance in part or in whole to third parties in connection with the Equipment for the Service.
2. The Licensor may subcontract services for answering inquiries and sales activities in part or in whole to any third parties.
3. The Licensor shall impose such obligations on the relevant third parties that shall be equal to the obligations that the Licensor shall undertake under this Agreement.

Article 28 [Service Area]

Regarding the Internet connection of the Members, the Licensor may partially restricts access from overseas. The Members shall make sure by themselves that they can connect to the Internet before use. Also, should the use of Service be prevented due to the change in the Internet access point or any other reasons, the Licensor shall not assume any liability for that.

Article 29 [Disclaimers]

1. THE SOFTWARE AND ALL ITS RELATED MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. THE MEMBERS SHALL BE SOLELY RESPONSIBLE FOR ANY USE OF THE SOFTWARE AND ITS RELATED MATERIALS, AND THE LICENSOR SHALL NOT BE RESPONSIBLE FOR THE SAME IN ANY MANNER WHATSOEVER. THE LICENSOR MAKES NO WARRANTY WHATSOEVER EXCEPT FOR MATTERS AS SET FORTH IN THESE TERMS OF SERVICE AND DISCLAIMS ANY OTHER WARRANTIES INCLUDING BUT LIMITED TO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY RIGHTS, INTEGRITY, COMPLETENESS, ACCURACY, AND USABILITY OF THE OUTCOME OF USE OF THE SERVICE BY SUBSCRIBER AND THE DATA RECORDED BY THE SERVICE, AND OTHER MATTERS. MEMBERS SHALL BE SOLELY RESPONSIBLE FOR ALL RISKS ARISING FROM THE USE OF THIS SOFTWARE AND ITS RELATED MATERIALS.
2. THE LICENSOR SHALL NOT BE LIABLE FOR ANY AND ALL DAMAGES CAUSED DUE TO ANY DELAY, DISCONTINUANCE, CHANGE, SUSPENSION, OR ABOLITION OF THE SERVICE, EXCEPT FOR THE MATTERS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, AND SHALL NOT ASSUME ANY OBLIGATION TO REFUND THE USAGE FEES.
3. The registered mail addresses shall be strictly managed and operated under the instruction of Subscriber. The use of the Service authenticated by mail addresses shall be regarded in all cases as the use by the Subscriber and the Users designated by the Subscriber, and even in the event the Service has been used by those different from the original Subscriber and Users, the Licensor shall not be responsible for any such unauthorized use.
4. The Licensor shall be only responsible for the Equipment for the Service so that the Members may use the Service, and the Licensor shall not be responsible in any manner whatsoever for the telecommunication lines, devices, facilities, software or the like that are used to connect to the Equipment for the Service.
5. The Licensor shall assume no responsibility for any damages and other liabilities caused to Members or any third parties due to the following matters:
 - (1) Earthquakes, flood damages, eruptions, tsunamis, other natural disasters, or acts of God, fires, power outages, wars, riots, acts of public enemies, civil commotions, cyber attacks, or spread of an epidemic or infectious disease, legislation, repeal or administrative disposition, or other acts of public authority (including reinforcement of export regulations and changes in operation), strikes, other labor disputes, accidents on transportation facilities, discontinuances, interruptions or suspensions of telecommunication services, or other emergency situations, or any other grounds not attributable to us;
 - (2) Interruptions in telecommunication services or the Internet despite the reasonable management by the Licensor;
 - (3) Suspension, discontinuance, or delay in the provision of the Service due to the temporary halt of the Service that the Licensor has judged necessary in connection with the operation, maintenance, or technical matters; or
 - (4) Problems that have occurred in the environments managed by the Members including Members' displays or the storage for printing, drawing, or recording devices by printers or plotters.
6. The Licensor shall not be responsible for any damages and other liabilities even in the event any applicable software programs of the Service have affected the Members' terminals and other software programs.

Article 30 [Damages]

1. In the event it is found that there is an intentional act or gross negligence of the Licensor in the performance of obligations under these Terms of Service, the Licensor shall be liable to pay compensation for the direct damage caused to the other party. PROVIDED, HOWEVER, THAT THE APPLICABLE AMOUNT OF DAMAGES SHALL BE LIMITED

TO THE AMOUNT SET FORTH IN THIS ARTICLE, PARAGRAPH 3.

2. In the event the Licensor incurs any direct or indirect damage due to a breach of these Terms of Service by any of the Members, the obligation of payment for damages shall be generated on the part of the Subscriber.

3. IN NO EVENT THE LICENSOR OR SUPPLIERS OF THE SOFTWARE AND COMPONENT PARTS OF ITS RELATED MATERIALS (HEREINAFTER CALLED THE "SUPPLIERS") SHALL BE LIABLE TO THE MEMBERS AND OR ANYONE CLAIMING UNDER OR THROUGH THE MEMBERS, FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, BUSINESS INTERRUPTION LOSSES, LOSSES OF GOODWILL, SAVINGS OR DATA; OR (B) IN AN AMOUNT, IN THE AGGREGATE FOR ALL CLAIMS, THAT EXCEEDS THE LESSER OF (i) THE TOTAL FEES ACTUALLY PAID BY THE SUBSCRIBER TO THE LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE(12)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY IN TORT) OR OTHERWISE, CAUSED BY THE USE OF OR THE INABILITY TO USE THE SOFTWARE AND ITS RELATED MATERIALS. EVEN IN THE EVENT THE LICENSOR AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE SAME SHALL APPLY.

Article 31 [Governing Law and Court of Jurisdiction]

These Terms of Service shall be governed by and construed according to the laws of Japan without regard to the conflicts of law principles thereof. In the event there arises any dispute between the Licensor and any of the Members in connection with the use of the Service, it shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 32 [Inquiries]

In the event the Members make inquiries, they shall contact the Licensor in writing.

Article 33 [Relationship of Agreements]

In the event there is any discrepancy between the provisions of these Terms of Service and the terms and conditions described in any Subscription Form and acknowledgement by the Licensor for the conclusion of this Agreement, the provisions of these Terms of Service shall prevail in connection with the matters related to such provisions.

Article 34 [Severability]

In the event there is any provision of this Agreement that is held invalid or unenforceable, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other provisions of this Agreement and other provisions shall remain in full force and effect.

End of Document

Enacted on February 1, 2025
Toray Advanced Computer Solution, Inc.