

Service Usage Agreement of ConMas i-Reporter Cloud Service

A customer using the service provided by CIMTOPS CORPORATION (hereinafter referred to as "the Company") in the ConMas i-Reporter cloud service shall use this Service (hereinafter referred to as "this Service") based on " Service Usage Agreement of ConMas i-Reporter cloud service" (hereinafter referred to as " this Agreement ").

At the time of a customer's applying for use of each service, he shall be deemed to agree to the contents of this Agreement for each service concerned, and the contract based on this Agreement (hereinafter referred to as "service contract") is deemed successful.

Chapter 1 Purpose of this Agreement

Article 1 (Purpose of this Agreement)

This Agreement shall establish the contents of This Service and application method, etc.

Chapter 2 Application for this Service

Article 2 (Application process)

1. In the case of applying for this Service, a customer needs to submit some information (hereinafter referred to as "contractor information") to the Company, such as name of the customer, appellation, address, counter in charge, and other matters designated by it, in order to identify the details of the application, in such a way that it specifies. For these matters, the customer may be requested to present documents to the Company to prove the facts.
2. The Company may verify and examine each item for respective application of this Service.
3. If a customer application falls under any of the following items, the Company might refuse or cancel his application for this Service.
 - (1) In the event that an application is made with contents of misrepresentation.
 - (2) In the event that the applicant has neglected the contractual obligation in each service provided by the Company in the past or if the Company determines that he may neglect it in the future.
 - (3) In case that the Company determines that it is difficult for reasonable reasons to continue providing this Service.
 - (4) In the case where a customer is an antisocial organization or a member of an antisocial organization.
 - (5) Other when the Company judges that there is a serious obstacle to the performance of its business.

Article 3 (Start using this Service)

1. A customer can use this Service once all the requirements listed in each of the following items has

been satisfied.

- (1) The application form prescribed in paragraph 1 of the preceding article shall reach the Company.
 - (2) A customer shall pay all of the service charge specified in Article 8 and all of the consumption tax (hereinafter referred to as "the predetermined charge, etc.") to the Company.
 - (3) The Company shall indicate its intention of acceptance to a customer.
2. Notification of the start of using this Service will be made using the appropriate method specified by the Company.

Chapter 3 Contents of this Service

Article 4 (Basic service)

The Company will provide the service listed in the following items as basic service in accordance with the separate provision of the Company for each service plan.

1. A service that provides an area on the server for storing customer's electronic data
2. A service that provides certain software functions built on the server
3. A service that provides tools to manage the stored electronic data of the customer

Article 5 (Optional service)

1. When the Company receives a particular request from a customer, it will provide optional this Service separately specified by it in addition to the basic service of Article 4.
2. The Company may change the contents of optional service mentioned in the preceding paragraph.
3. A customer can withdraw use thereof towards the future at any time for all or part of the optional service in paragraph 1.
4. In the case of the preceding paragraph, please be sure to give notice to the Company to the effect that he will stop using the optional service according to the method specified by it. If he will not comply with the method defined by the Company, there will be no effect for him to stop using the optional service.
5. When a customer submits a notice to the Company to the effect that he will cancel the use of optional service pursuant to the provisions of the preceding paragraph, he shall lose the right to use the optional service on the day when the notice reaches it.
6. Even if a customer canceled the use of optional service as provided for in paragraph 3, he shall not be reimbursed all or part of the usage fee of the optional service for the expiration date of the period that he can use the optional service already paid the Company.

Article 6 (API options)

1. The Company may restrict, for the usage frequency and the data transfer quantity, etc. by a customer, usage frequency, usage time zone, and available data transfer quantity of this API.

Details shall be subject to the stipulations separately specified by the Company.

2. A customer shall use this API in accordance with the specification, etc. provided together with this API. In addition, in the extent that the customer uses it together with this Service, he can create tools using this API or create cooperative service. However, if the service usage agreement, etc. are provided separately in this provided API, the customer shall use it in accordance with the contents thereof.

Article 7 (Service period)

The service period of this Service is as follows.

1. When using this Service on a monthly basis (hereinafter referred to as "monthly use"), the service period shall be one (1) month from the first day of the month following the month when each service contract is concluded. The minimum contract period is one (1) month. In addition, if the cancellation procedure is not made by the customer by the deadline stipulated in Article 9 (Content change and termination of basic service and optional service), the contract will be automatically renewed with the same contents for one (1) month from the first day of the next month of the cancellation deadline (However, if a cancellation procedure deadline is set separately, he follows that stipulation), and the same shall apply after the next month.
2. If a customer uses this Service annually (hereinafter referred to as "annual use"), it shall be one year from the first day of the month following the month when each service contract is concluded.
3. A customer cannot cancel after the establishment of each service contract or halfway during the service period unless otherwise specified.

Article 8 (Service providing charge)

1. When using this Service, the Company will set the service providing charge according to the initial cost, the number of licensed users, etc. A customer is responsible for paying the applicable service providing charge according to the service contents used. For details of service providing charge, please contact the Company or its distributor.
2. For the transfer fee, remittance charge, and other expenses necessary for payment, it will be borne by the customer. The communication fee, the packet charge, and the communication related expenses incurred for the telecommunications carrier are not included in service providing charge. The customer himself shall pay to the telecommunications carrier separately.
3. A customer shall pay the applicable service providing charge by the due date specified individually according to the service period.
4. If there is no payment even after the payment due date for the service providing charge and other obligations, the customer may be required to pay the amount as the delayed interest obtained by calculating at a rate of 14.5% per year for the period from the day following the payment due date to the day before the payment date. The rate per year is the rate per 365 days, which is the same for leap years.
5. If a customer does not pay the service providing charge or other obligation prescribed in this agreement before the payment due date specified separately, the Company shall notify the reason and the date of service providing stop in advance, cancel each service contract, and stop this Service. However, if service providing charge and other obligations are paid within the period allowed by the Company, it may continue each service contract or resume providing service to the customer depending on its judgment. (In the case of resumption of offering, the customer is obliged to pay service providing charge for the resuming month as well). Also, if part of the service

providing charge and other obligations is not paid, the Company will treat it in accordance with this paragraph. In addition, the service providing charge for the customer will be incurred for the month too when he has stopped the provision of this Service, and even if the date of service providing stop is in the middle of a calendar month, the Company will not reduce or reimburse the charge by a per diem basis.

6. Unless otherwise specified, the Company will not refund any service providing charge that is paid already.

Article9 (Content change and termination of basic service and optional service)

1. When contract detail will be changed by monthly usage

A customer shall notify the Company in a manner specified by it by at least five (5) business days prior to the end of the previous month of the month which he desires to change the contents. The Company shall apply the service providing charge based on the changed content from the month following the month of notice.

2. When contract detail will be changed by annual usage

If a customer wishes to add the number of users or optional service, he shall notify the Company in accordance with the method specified by it up to five (5) business days prior to the end of the previous month of the month which he desires to change the contents. The Company shall apply the changed content from the month he desires to change on condition that the customer pays for the difference occurring during the period from the month he desires to change the content to the expiration of the service period. However, under any circumstances, the Company shall not deal with the reduction of the number of users and downgrading during the service period and shall not refund any service providing charge paid already.

3. When contract detail will terminate by monthly usage

A customer with monthly usage shall notify the Company in a manner it specifies by five (5) business days before the end of the previous month of the month he desires to terminate the service. The Company will terminate the service at the end of the next month of the month he notified.

4. When contract detail will terminate by annual usage

A customer with annual usage shall notify the Company by five (5) business days in advance of the previous month of the expiration month of service period in a way specified by it.

5. Notwithstanding the stipulation of the preceding paragraph, if the Company receives a notice from the customer after five (5) business days prior to the end of the previous month, the contract detail might terminate in the second following month, or might apply the service providing charge based on the contents after the change.

Chapter 4 Support

Article10 (How to provide support)

1. The Company will provide e-mails and other service (hereinafter referred to as "support") for responding to inquiries from the customer regarding this Service in a manner specified separately by it.
2. The Company will conduct this for support work only within the time specified separately by it.

Article11 (Identification verification)

When the Company receives an inquiry by telephone from a customer regarding the matters listed in the "Contents of inquiries" below, it will confirm that the customer is the principal (hereinafter referred to as "identity verification") with the method listed in the "Method of identity verification" column.

1. Following matters relating to the contents of this Service and the implementation situation, etc.
"Contents of inquiries"
 - a. Period of use b. Expiration date of usage period c. Number of users d. supply price e. Terms of payment f. Presence or absence of intermediary by the Company's agent at the time of service application g. Payment status h. Status of suspension or termination of service provision i. Progress status of the Company's work j. Application contents of optional service"Method of identity verification"
 - a. The name of the customer (or the name of the group if the customer is a group)
 - b. Verify any one of customer information on the phone, such as person in charge, name of a plan
2. Following matters among the items that a customer informed the Company
"Contents of inquiries"
 - a. Name or appellation of the customer b. Name of the organization or name of the representative, in the case where the customer is a group c. Name of the agent for a customer, or person in charge d. Customer telephone number or fax number e. Customer e-mail address f. Customer address"Method of identity verification"

The Company confirms by the user ID and password (hereinafter referred to as "ID etc.") issued to the customer by it.

Chapter 5 Handling of Contractor Information

Article12 (Change in contractor information, etc.)

In the case of a change in contractor information, etc., it shall be as follows.

1. When there is a change in the matter filled out in the application form at the time of application of this Service, the customer shall promptly notify the Company of it and the details of the change. Please make this notification according to the method separately specified by the Company.
2. Until the notification set forth in the preceding paragraph has reached the Company and it confirms the facts of change, the Company will perform other duties concerning the provision of

this Service as unchanged.

3. The stipulations of paragraphs 1 and 2 shall apply mutatis mutandis to in the case of inheritance of a customer position based on this usage agreement by inheritance or merger. In this case, a person who succeeded the position of the customer based on this Agreement shall make a notification of change specified in this article.

Article13 (Use of contractor information, etc.)

1. The Company shall manage the contractor information, etc. submitted by the customer with the attention of the good administrator, and it will not use or reproduce for purposes other than this Service, or let third parties use it, or disclose or leak it, except as otherwise provided in this article and others, and without obtaining written consent from the customer.
2. The Company will use contractor information, etc. for the following purposes.
 1. To provide, manage, and operate this Service
 2. To make necessary contacts with a customer to use this Service
 3. To send notifications on campaigns, questionnaires, other products, and service. (If the Company gets a message to the effect that a customer does not wish to receive such notice, it will not send it thereafter.)

In the case where it is impossible to communicate by means using contractor information, etc., or when the urgency and importance of information, etc. is high, with the Company's judgment, it can inform the customer of such information reluctantly using some functions of this Service that the customer uses. In addition, the Company shall not bear any responsibility for having not contacting the customer, even if the Company could not contact with him.

In the following cases, the Company may disclose or publish the contractor information, etc. to a third party.

1. In the case that the service provided by the alliance partner is included in this Service, in order to investigate and respond to inquiries from a customer concerning such service, the Company may disclose the contractor information, etc. to such alliance partner.
2. In addition to this Service provided by the Company, if a customer applies for the service provided by an alliance partner, it may disclose the contractor information, etc. necessary for the application to the alliance partner.
3. In cases where it is necessary due to laws and ordinances (including demand according to an inquiry about matters relevant to investigations) or legal process, or when the Company judges it necessary, for example, necessary to protect the Company, alliance partners, other customers or right of the third party, etc., the Company may disclose contractor information, etc.
4. In addition to the above, the handling of personal information included in contractor information, etc. shall be in accordance with the stipulations of the privacy policy.

Chapter 6 Points of Attention on Using this Service

Article14 (Handling of stored data)

1. All data and information (hereinafter referred to as "stored data") that a customer and a user have stored in this Service shall be managed by himself, and except for the extent permitted by the customer under this Agreement, the Company will not acquire any rights on stored data.
2. The Company can arbitrarily back up the stored data for the convenience of recovery at the time of server failure / suspension without obtaining customer consent.
3. With the termination of each service contract, the Company will delete stored data after the storage period separately determined by it. After the termination of each service contract, the Company will not bear any responsibility for damages caused to the customer or third party concerning storage, deletion, backup, etc. of stored data.
4. The Company will not access stored data unless it judges that it's due to the following objectives.
 1. For the safe operation of the service system
 2. In order to prevent problems on this Service or the system of this Service
 3. In order to solve the problem on the support when requested by a customer in connection with the support problem of this Service
5. The Company does not disclose / publish stored data without customer consent. However, in cases where it is necessary due to laws and ordinances (including demand according to inquiry about matters relevant to investigations) or legal process, the Company may disclose and publish all or part of the stored data without customer consent.
6. As a part of the function of this Service, it has function to link with the service of the alliance partners. In the event that a customer uses this function, the data registered in the use of the function may be provided to the alliance partners.

Article15 (Management of ID, etc.)

1. Please make sure that a customer and a user are strictly responsible for managing the administrator ID and user ID and do not disclose, leak, or disseminate it to a third party other than users.
2. The Company shall not be responsible for any direct, indirect, or any other damage caused by the contents of the administrator ID, user ID, etc. being known to a third party other than the user.

Article16 (Stop of the service)

1. Maintenance may be performed for this Service due to service operation reasons. At the time of maintenance, the system may be suspended or some functions may not be available.
2. The Company may suspend the provision of this Service if it falls under any of the following items.
 1. In case that the maintenance of this Service and the system necessary to provide this Service are needed, or when unavoidable conditions occur on maintenance or construction of telecommunications facilities, or in case that unavoidable trouble occurs in these facilities.

2. When it is difficult to provide normal service due to significant loads and obstacles to this Service or when the Company judges that provision of service is difficult.
 3. When the Company recognizes the possibility that a customer and a third party will suffer significant damages by providing this Service such as tampering with data, hacking, etc.
 4. When provision of this Service becomes difficult because telecommunications service providers or domestic and overseas telecommunications entities suspend the provision of telecommunications service, electricity supply service by electric power companies, and other public service.
 5. When an emergency occurs or there is a risk of occurrence caused by earthquake, tsunami, typhoon, lightning strike, other natural disasters, war, civil war, and the enactment and revision of laws and regulations and force majeure.
 6. In addition, in case that the Company decides that it is necessary to suspend the provision of this Service and to stop urgently.
3. In principle, the Company will not accept emergency suspension requests from a customer and a third party.
 4. The Company will not be liable for any damages even if a customer and a third party suffer damage due to stopping or not stopping this Service.

Article17 (Abolition of the service)

The Company can abolish all provision of each service based on service contract. In this case, the Company shall notify a customer by means provided by the Company more than three (3) months prior to the scheduled abolition date.

Chapter 7 Restrictions and Prohibited Items

Article18 (Restrictions and prohibited items)

1. In using this Service, a customer cannot do the following activities.
 1. Except as otherwise agreed by the Company, granting or providing a right to use this Service to third parties
 2. Acts to copy, distribute and lend user ID, etc. to a person other than a user and send, lease, and set up collateral it to third parties
 3. Acts to copy, modify, distribute, publicly transmit, and transmit the template program beyond the scope of own use
 4. Modification, translation, change, remodeling, and analysis of documents and programs related to this Service
 5. Acts to create and distribute derived service without the Company's permission
 6. Acts of infringing intellectual property rights, etc. of the Company, alliance partners, other customers, or third parties
 7. Acts of defaming property, trust, and honor, and acts of violating privacy rights, portrait

- rights and other rights, of the Company, alliance partners, other customers, or third parties
8. Acts that cause disadvantage or damage to the Company or third parties, or acts that may be occurred thereof
 9. Acts contrary to public order and morals
 10. Acts or criminal acts in violation of laws, acts to assist them, or acts that might be occurred thereof
 11. Phishing acts pretending to be the Company, alliance partners, other customers, or third parties
 12. Acts of registering and providing information and data including harmful programs
 13. Acts of sending a large amount of information by using the communication function included in this Service, acts of sending e-mail, etc. contrary to the intention to indiscriminately unspecified person, or any act of delivering e-mails to destinations that have not been approved in advance
 14. Acts that hinders the operation of this Service and all service provided by the Company, or acts that might be occurred thereof
 15. Acts that damages the credibility, honor, etc. of this Service or all service provided by the Company or acts that may be occurred thereof
 16. Other acts that the Company deems inappropriate
2. In the event that the use of this Service by a customer shall be under any of the items of the preceding paragraph, the Company may suspend the provision of this Service or shall be able to take measures it deems necessary.
 3. The Company is not responsible for any direct, indirect, or any other damage caused by taking the suspension measures under the preceding paragraph.

Article19 (Prohibition of assignment or hypothecation)

A customer may not do any assignment, lending, lease, pledge or anything that is the purpose of collateral for the right to receive the provision of this Service.

Chapter 8 Disclaimer

Article20 (Scope of the guarantee)

1. Upon provision of this Service, except for cases stipulated in Article 16 (Stop of the service) of this Agreement, the Company shall secure to a customer that the service will not be suspended for more than twenty-four (24) consecutive hours due to an abnormality in the this Service network that is installed by it. If the Company confirms that it has violated the warranty, and receives a request from a customer, the Company shall be able to reduce the service providing charge after the month following the month in which the violation occurred, or extend service period, or refund all or part of the service providing charge for the month in which the facts of violation occurred, by

its choice. The reduction fee, extension period or refund amount of the service in this case shall be determined by the Company between the days equivalent to the number of days and the maximum one month by calculating the number of days every twenty-four (24) hours for the stop time of this Service.

2. Notwithstanding the stipulations of the preceding paragraph, if the cause of the suspension of this Service falls under any of the following, it is not subject to warranty.
 1. If caused by terminal equipment of a customer side
 2. If it does not depend on causes imputable to the Company
 3. A request pursuant to paragraph 1 of this article shall be made within sixty (60) days from the date of the occurrence of such violation, with a document certifying the payment of this Service usage fee, and together with a document certifying the contents of the violation fact and the date of occurrence.
3. A customer hereby shall acknowledge and agree that the warranty prescribed in paragraph 1 of this article is the only guarantee related to the use of this Service and all other dangers are borne by him only. Except for the warranty prescribed in paragraph 1 of this article, the Company shall not guarantee either of that functions included in this Service satisfy customer demand, this Service operates normally, and a defect is fixed when this Service has a defect. In addition, no information or advices oral or written by the Company expand the scope of this warranty for a new warranty, or in any sense. The Company may change or cancel this Service, etc. attached to this Service without customer prior permission. It shall not permanently guarantee the usage environment equivalent to this Service at the conclusion of this agreement.

Article 21 (Limitation of liability)

1. With respect to this Service, the upper limit of liability for damages to the Company or this Service provider shall be equivalent to one (1) month of usage fee for the month in which a customer suffered damage. However, in any case, or even in cases of illegal acts, contracts or any other legal basis, the Company shall not be responsible for any indirect, accidental, specific, incidental, consequential or punitive damages including losses of operating value and operating profit arising from using or not using this Service and other this Service through this Service, or damages from suspension of business or computer failure, and any other commercial damage and loss, relative to customers and other third parties. The same shall apply where the Company has been informed of the possibility of such damage in advance, or if the occurrence of direct damage is not based on the cause attributable to it.
2. If a customer gives damages to the Company or a third party through the use of this Service, the customer shall indemnify the damage in terms of its own cost burden and responsibility, and he shall not be able to request compensation or indemnification to it.
3. In the event of a dispute between a customer and a third party through the use of this Service, the customer shall resolve the dispute at his own risk and cannot make any arbitration, inquiry or

any other request to the Company. In connection with such dispute, if the Company suffers compensation or other damage (including attorney's fee) to the third party due to the willful or gross negligence of the customer, the Company shall be able to claim for damages to the customers.

Chapter 9 Dissolution of a Contract

Article22 (Dissolution of a contract)

If a customer falls under any of the following items, the Company can immediately cancel the service contract without giving any notice to the customer.

1. If a customer breach one of the terms and provisos of this Agreement
2. If there is false entries or omissions in the application matter
3. If a customer harms to the Company's business and this Service system, etc. or conducts an act that may be occurred thereof
4. If the Company determines that customer credit uneasiness occurred, such as receiving a motion for bankruptcy, corporate reorganization proceedings, civil rehabilitation proceedings, or filing them by himself
5. If motions for provisional seizure, provisional disposition, compulsory execution, etc., notice prescribed in Article 2 of the Act on provisional registration security agreement, disposition to suspend transactions with a clearing house, or if a customer receives dispositions for tax and public imposition or other arrearage, or if a reason occurs to receive these motions, dispositions, or notifications
6. If the Company cannot contact a customer by means of telephone, fax or e-mail for a long time

When the service contract is canceled, a customer cannot use the service account, etc. at all from now on. In addition, if the Company request return or dispose of these items, a customer must obey it. Furthermore, a customer cannot use, view, etc. on any data, files, or any other information that he registered.

Article23 (Dissolution of contract by reason of relationship with antisocial forces)

1. A customer and the Company shall guarantee to other party that he, or his director, or his employee does not fall under any of the persons who have not passed five (5) years at the present moment since he was not no longer a gangster or a gang member, who is a member of gang group, gang group affiliated companies, "sokaiya" racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns and crime groups specialized in intellectual crimes, or an equivalent thereof, (These are hereinafter referred to as "gangster members, etc."), and he does not fall under any of the following items and promise positively that he does not also fall under any of the following items in the future.
2. To have a relationship that is recognized as gang members, etc. control the business

3. To have a relationship that is recognized as gang members, etc. are virtually engaged in management
 4. To have a relationship that is deemed to be unfairly using organized crime groups for the purpose of seeking the interests of illegal activities for himself or a third party, or for the purpose of damaging a third party
 5. To have a relationship with them to provide funds or accommodations to gangster members, etc.
 6. In case that a director or a person who is substantially involved in management have a relationship with gangster members, etc. to be criticized socially
 7. A customer and the Company, in contrary to the representation and commitments in the preceding paragraph, shall be able to cancel the service contract immediately without giving any notice, when it is found that the other party or a director of the other party or an employee of the other party is a gangster member, etc. or falls under any one of each item of the preceding paragraph.
1. The stipulations of paragraph 2 of the preceding article shall be applied mutatis mutandis to cases where the Company has canceled the service contract pursuant to the preceding paragraph.

Chapter 10 Intellectual Property Right

Article24 (Intellectual property right, etc.)

All programs and software constituting the implementation environment of this Service, this Service, procedures, written documents, drawings and documents, ownership right concerning trademarks and trade names, and all other intellectual property rights including copyright (Hereinafter referred to as "intellectual property rights in this case") belong to the Company and its suppliers. This Service, drawings related to this Service, written documents such as documents are protected by the copyright law and other intellectual property right and conventions. Therefore, a customer and a usage user must treat them similarly to other copyrighted works. The intellectual property rights of each content accessed, displayed, and used from this Service are the property of each of information content providing company and protected by the copyright law and other intellectual property rights laws and conventions.

Chapter 11 Trust

Article25 (Trust)

The Company can trust all or part of the work related to the provision of this Service to a third party without customer consent. However, in that case, the Company will take responsibility to manage the trustee.

Chapter 12 Dispute Resolution

Article26 (Governing law and Jurisdiction)

1. This agreement shall be governed by the laws of Japan except for giving effect to any principles of conflicts of laws.
2. In the event of a dispute regarding this Agreement or this Service, a customer and the Company shall agree that the dispute shall be resolved by the Tokyo District Court as the agreed exclusive jurisdiction for first instance.

Chapter 13 Effective Date of this Agreement and Others

Article27 (Effective date of this Usage Agreement)

This Agreement will be effective from the 1st of October, 2014.

Article28 (Revisions of the this Agreement)

Regardless of a customer perception, the Company may change or partially abolish the contents of this Agreement or this Service. In this case, the contents of this Agreement or service contents will depend on the contents after the change. In the case of changing the contents of this Agreement, it shall be deemed to have informed a customer by notifying in advance on this Service. However, in case of a minor change that does not give a disadvantage to a customer, such as correction of tenors, advance notice shall be able to be omitted. If a customer does not agree with the changes, the Company will not be obligated to continue to provide this Service, and the customer will need to cancel this Service before the change becomes effective. If a customer does not cancel, a new contract terms will be applied to him.

Article29 (Others)

In the event that the terms of this Agreement is declared invalid or unenforceable by the court, etc., this Agreement shall be amended to conform to the legal requirements of the court, etc., and the details of the revision shall be automatically part of this Agreement. In the event that revisions are impossible, the invalid or unenforceable stipulation shall be deleted, so that the remaining stipulation of this Agreement maintains full effect unless there is no substantial deviation from the intention expressed in this Agreement. In this case, a customer and the Company shall respond to the invalid or unenforceable stipulations amendment, etc. as much as possible.