

“V-CUBE” Terms of Use of Services

V-cube shall provide “V-CUBE” services to customers (as defined below) based on the following terms of use of services (“Terms”).

1 Definitions

“Agreement” means the terms of use of the Services (as defined below) in accordance with these Terms.

“Customer” means a legal entity or individual that applies for the Services in accordance with these Terms and to whom V-cube has issued IDs (as defined below).

“Customer Content” means all data, text, images, sounds, computer programs, photographs, pictures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips and any other information that is uploaded by or for the Customer in connection with use of the Services, and is owned by the Customer and/or Users including invitees of the Customer.

“ID” means “V-CUBE” ID, ID for Room-Based Plan or ID for ID-Based Plan issued by V-cube to the Customer with respect to the Services.

“Information Terminal” means hardware equipment, such as computers, smart phones and tablets, necessary for use of the Services.

“Registration Information” means the name, address, email address, password, credit card information and other information necessary for providing the Services to the Customer by V-cube and which the Customer will register with V-cube.

“Services” means those services of the “V-CUBE” cloud visual communications services designated by the Customer in its application to V-cube or V-cube Partner.

“Site” means <http://www.vcube.com/terms/> or any successor or parallel web site.

“Software” means a software required to be installed for use of a part of the Services functions.

“Taxes” means taxes, public duties, customs duties, levies, and any other governmental assessment of any nature, including but not limited to consumption, value-added, sales, or use taxes, or withholding tax, assessable by any national, local or foreign jurisdiction.

“Term” means the duration of this Agreement commencing with the earlier of: (a) the date the ID is delivered to the Customer, or (b) the date when the Customer installs the Software in the Information Terminal, and automatically renewing with the same conditions on the next day of the end of the duration of this Agreement fixed in accordance with the Services plan. If the Customer wishes not to renew the Services, the Customer shall notify V-cube of “Not renewing this Agreement” at least 40 days earlier than the end of the duration of this Agreement accordance with the procedure written at “announcement informing the end of the duration of the Services”. Based on the Registration Information, V-cube will send that announcement in the form of email in 90 days earlier than the end of the duration of this Agreement. When there is no notice of “Not renewing this Agreement” from Customer and there is a difference between the Terms exhibited on the Site 1 month ahead of the end of the duration of this Agreement (“New Terms”) and the Terms exhibited on the time of executing this Agreement, it is construed that pursuant to the Article 548-2, paragraph (1) of the Japanese Civil Code, Customer is executing new agreement with V-cube based on the New Terms and new agreement shall be effective from the next day of the end of the duration of this Agreement.

“Territory” means any of the following countries or areas: (a) the country or area which the Customer is in when applying for the Services, or (b) the country or area which the Customer is in when using the Services.

“Users” means those persons who use the Services as an invitee of the Customer to whom V-cube has issued IDs, or install the Software.

“V-cube” means V-cube, Inc., a company incorporated under the laws of Japan, having its principal place of business at 1-17-3, Shirokane, Minato-ku, Tokyo, Japan, and its subsidiaries and affiliated companies.

“V-cube Partner” means any entity recognized by V-cube as a partner for purposes of providing the Services.

2 The Terms

2.1 The purpose of these Terms is to govern the terms in connection with the use of the Services between V-cube and the Customer and these Terms are standard contract terms set forth in Article 548-2 of the Japanese Civil Code. When Customer agrees the Terms as the content of agreement by applying to or logging into the Services, or downloading, installing or using the Software, Customer shall be deemed to agree to abide by each of the terms and conditions set forth herein.

2.2 In connection with the Services used by the Customer, V-cube has provided at each respective Customer ID-issuing V-cube post, additional terms which constitute a part of the Terms. Additional terms may stipulate varying conditions regarding the Services, fees, payment method, termination, support, free plans and supply of the Beta version of a new function test, etc. If there are any discrepancies between these Terms and the additional terms, the additional terms shall prevail. The Customer should check the additional terms for details.

2.3 Pursuant to the Article 548-4 of the Japanese Civil Code, when it is deemed that there is a considerable reason such as change for the general interests of the Customer, social situation, economic reason, business environment, tax reform, reform of law, change of factors of the Services, V-cube may revise these Terms without prior consent of the Customer.

2.4 In the case set forth in the preceding paragraph, V-cube will publicize the revised Terms to the Customer by showing on the Site or by the way V-cube has decided by its sole discretion.

3 The Services

3.1 The Services is an in-the-cloud service used by the Customer where the Customer accesses the servers installed by V-cube via the Internet and logs in by using the Customer’s ID. Subject to the Customer’s compliance with these Terms, V-cube grants to the Customer the non-exclusive use of the Services.

3.2 The Customer will arrange, at its own responsibility and expense, for Information Terminals, web cameras, head sets, any other peripheral equipment and an Internet connection which may become necessary for using the Services.

3.3 Some of the functions of the Services require the Software. Subject to the Customer’s compliance with these Terms, V-cube grants to the Customer the non-exclusive use of the Software during the Term limited to the purpose of using the Services.

3.4 The Customer shall procure, at its own responsibility and expense, the Software by downloading it from websites designated by V-cube or from application distribution sites operated by third parties including Apple App Store or Google Play; provided,

however, some Information Terminals may have the Software pre-installed. The handling of the pre-installed Software shall be the same as the downloaded Software.

- 3.5 The Customer may use the Services to the extent it does not violate any national or international laws and regulations, including without limitation, laws relating to intercepting, monitoring and/or recording communications, approval of VoIP functions, privacy and data protection and public displays or performances, and export and re-export.
- 3.6 Unless expressly stipulated in these Terms, patent rights, utility model rights, design rights, trademark rights, copyright and any other intellectual property rights relating to the Services and/or the Software belong to V-cube. The Customer will not acquire any intellectual property rights relating to the Services and/or the Software.
- 3.7 V-cube may, in its sole discretion, change functions, interface, security, availability, contents and other information of the Services and/or Software (collectively, "Updates"). The Customer will be deemed to agree to these Terms upon the use of the Services and/or Software with the Updates. V-cube will, in accordance with V-cube's standard procedures, provide the Services with the Updates by automatic transmission, access, installation and other means without giving notice to the Customer or obtaining consent of the Customer. Provided, however, V-cube has no obligation to, and nothing in these Terms may be construed to require V-cube to implement the Updates.
- 3.8 Depending on the plan of the Services, a part of the display of the Services and/or the Software may show advertisements, surveys, marketing research, provision of services and other notices by other third parties ("Advertisements, etc."). However, this does not mean that V-cube recommends the contents of such Advertisements, etc., and V-cube shall not be in any way liable for any damages the Customer may suffer due to the Advertisements, etc.
- 3.9 The Services and/or the Software may have functions designed to interoperate with services provided by third party vendors other than V-cube ("Affiliated Services"). The Customer may be required to use the Affiliated Services from the vendor to use the Services and/or the Software, and in such case the Customer will abide by the terms of use with such vendors in connection with the use of the Affiliated Services. If the Affiliated Services become unavailable due to termination of the Affiliated Services by the vendors and other reasons, V-cube may terminate the provision of such functions, and V-cube shall not be in any way liable for any damages the Customer may suffer due to such termination.

4 Application for the Services

- 4.1 If the Customer is entering into this Agreement on behalf of a company or other legal entity, the Customer is deemed to have all authority to enter into the Agreement.
- 4.2 If the Customer is under 18, or is considered a minor in the Territory, the Customer may not apply for the Services without the consent of the Customer's parent or legal guardian.
- 4.3 Application for the Services shall be by an application form prescribed by V-cube or a V-cube Partner, or by a form on the website designated by V-cube or a V-cube Partner.

5 Term of the Services

- 5.1 The Customer may select at the time of application from among a monthly contract ("Monthly Contract"), a long term contract with a Term which is more than 6 months on a monthly basis and is agreed separately between V-cube and the Customer and with a discount for lump-sum advance payment of the Terms' basic fee ("Long Term Contract"), and a Project-Based Contract with a Term which is agreed separately between V-cube and the Customer.
- 5.2 The expiration date of the Term shall be, for Monthly Contracts, the last day of the month following the month of the first day of use ("Commencement Month"), for Long Term Contracts, the last day of the month of the expiry of the Term counting from the next month of the Commencement Month (provided, however, if the first day of use is the first day of the month, the last day of the month of the expiry of the Term counting from the Commencement Month), and for Project-Based Contracts, the last day of the Term.
- 5.3 If a written notice for cancellation from the Customer does not arrive to V-cube or a V-cube Partner at least 40 days; prior to the expiration date, the Term shall be automatically renewed for another 1 month for Monthly Contracts, and for another term same as the contracted Term prior to its renewal for Long Term Contracts; and the same shall apply thereafter.

6 ID

- 6.1 The Customer shall manage its ID properly to prevent unauthorized use. In addition, the Customer shall change the password for the Services periodically, use characters that cannot be easily analogized by others or otherwise take sufficient care and proper management to prevent unauthorized use.
- 6.2 The Customer shall notify V-cube immediately and adhere to V-cube's instructions of any unauthorized use of IDs or the possibility thereof the Customer becomes aware.
- 6.3 The Customer, to whom V-cube has issued the ID, shall cause Users who use the Services under the ID issued to the Customer, to comply with the Terms. All the enquiries about the Services to V-cube shall be conducted from the Customer, not from Users. Acts of Users using the Services under the ID issued to the Customer shall be deemed as the acts of such Customer.
- 6.4 V-cube shall not be in any way liable for any damages the Customer may suffer due to the unauthorized use of the ID.

7 Services Fee and Payment Method

- 7.1 The Customer shall pay the initial fee and usage fees as the Services fees. The usage fees consist of the basic fee and pay-as-you-go fee. Furthermore, the Customer who applies for optional services shall additionally pay basic option fee and pay-as-you-go option fee. The initial cost is to be paid at the time of starting the use of additional contracts of the Services.
- 7.2 The Services fee is based on various conditions expressly stipulated in these Terms and the quotation presented by V-cube or a V-cube Partner. The payment shall be made in the currency designated by such quotation and if V-cube agrees to change the conditions expressly stipulated in these Terms upon request by the Customer, the Services fee shall be changed accordingly.
- 7.3 The payment method of the initial cost and the usage fee of the Services shall be either of the following:
 - (i) By wire transfer to the account of the financial institution designated by V-cube
The Customer shall bear the wire transfer fee. If the due date of the wire transfer falls on a holiday of the financial institution, the wire transfer shall be made by the preceding business day. If such transfer fee is deducted from the

Customer's payment, V-cube adds the amount equals to such fee to the either of the subsequent invoices to the Customer.

- (ii) By automatic withdrawal from the account of the financial institution designated by the Customer V-cube shall bear the withdrawal fee. If the automatic withdrawal date falls on a holiday of the financial institution, the withdrawal shall be made on the following business day. If the procedures for automatic withdrawal are not completed by the first payment, we may ask to make the first payment by wire transfer to the account of the financial institution designated by V-cube.
- 7.4 Due date of the initial fee and usage fees is as follows: Provided however, this shall not apply to the cases when V-cube and the V-cube Partner separately agree on the due dates.
- (i) Initial fee
The Customer shall pay by the last day of the month preceding the Commencement Month.
 - (ii) Basic fee and Basic option fee
With respect to Monthly Contract, the Customer shall pay the basic fee and the basic option fee for the following month by the day of the current month separately designated by V-cube. With respect to Long Term Contract, the Customer shall pay the Terms' basic fee and basic option fee for Long Term Contracts in a lump prior to the time of starting the use. The same shall apply to the renewal of Long Term Contract.
 - (iii) Pay-as-you-go fee and pay-as-you-go option fee
The Customer shall pay Pay-as-you-go fee by the day separately designated by V-cube of the month following the month of use. Furthermore, depending on the option, V-cube may separately designate the due date of the pay-as-you-go option fee after the month following the month of use.
- 7.5 If the first day of use is after the second day of the Commencement Month, the basic fee for the Commencement Month shall be calculated on a daily pro-rata basis.
- 7.6 Unless expressly stipulated in these Terms, the basic fee for Long Term Contract shall not be refunded even if any Long Term Contract is terminated before the expiry of the Term.
- 7.7 Unless expressly stipulated in these Terms, the Services fee will not be pro-rated regardless of the beginning and end of the Term.
- 7.8 The Services fee does not include Taxes. The Customer is responsible for paying all Taxes associated with the use of the Services.
- 7.9 The Services fee may be invoiced by a V-cube Partner. In such case, the Customer shall pay the Services fee to the V-cube Partner.
- 7.10 Unless expressly stipulated in these Terms, the Services fee shall not be refunded.
- 7.11 If the Services fee is not paid by the payment due date, the Customer automatically loses the benefit of term in connection with any liability against V-cube and must pay the entire unpaid amount immediately.
- 7.12 If the Services fee is not paid by the payment due date, the Customer shall pay delay damages of unpaid amount at the rate of lower of 1.5% per month or the statutory commercial rate under the governing law from the next day of the payment due date until the actual payment date.
- 7.13 If the Services fee is not paid by the payment due date, V-cube may either immediately stop providing the Services or refuse to continue or renew the Agreement. V-cube shall not be in any way liable for any damages the Customer may suffer due to such measures.
- 8 Cancellation of the Services
- 8.1 The Customer may cancel the Services at its discretion. The Customer wishing to cancel shall give the prescribed written notice of cancellation to V-cube or a V-cube Partner in a form designated by V-cube or V-cube Partner.
- 8.2 The Services fees shall accrue until the date of expiration of the Term and will not be prorated regardless of the cancellation date. If the Customer wishes to cancel a Long Term Contract or a Project-Based Contract at its discretion before the expiry of the Term, and there is unpaid amount of the Services fee until the expiry of the Term, the Customer shall pay such unpaid amount in a lump per the invoice from V-cube or V-cube Partner.
- 8.3 V-cube will terminate the provision of the Services on the date of expiration of the Term.
- 9 Protection of Contents
- 9.1 Any right in connection with the Customer Content belongs to the Customer.
- 9.2 Without consent of the Customer, V-cube shall not conduct the following acts:
- (i) The act of altering or modifying any Customer Content;
 - (ii) The act of disclosing any Customer Content to third parties; provided, however, this shall not apply where disclosure is required under laws, regulations, rules of a securities exchange or a securities dealers association, or disclosure is required by public institutions including courts, competent authorities or investigative institutions;
 - (iii) The act of accessing any Customer Content; provided, however, this shall not apply to access in order to provide the Services, to prevent or respond to business or technical issues, or when necessary for providing support for the Customer's use of the Services;
- 9.3 THE CUSTOMER CAN RECORD MEETINGS, SEMINARS OR OTHER COMMUNICATIONS BY THE USE OF THE SERVICES. PROVIDED, HOWEVER, DEPENDING ON THE TERRITORY, WHERE CONSENT BY OTHER PARTICIPANTS MAY BE REQUIRED, OR WHERE THERE ARE LAWS AND REGULATIONS RESTRICTING THE COLLECTION, RETENTION AND USE OF PERSONAL INFORMATION, THE CUSTOMER SHALL ABIDE BY ANY APPLICABLE LAWS AND REGULATIONS. V-CUBE DOES NOT ASSUME THE CUSTOMER OR THE USER TO USE THE SERVICES IN EUROPEAN ECONOMIC AREA ("EEA") COUNTRIES OR AREAS AND V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO VIOLATION OF THE LAWS AND REGULATIONS.
- 9.4 The personal information V-cube collects in connection with the Customer Content or the use of the Services and/or the Software will be retained and processed in a country where equipment for storing such information including without

limitation data centers, servers and the like is located. THE CUSTOMER AGREES IN ADVANCE THAT THE CUSTOMER CONTENT AND/OR PERSONAL INFORMATION MAY BE LOST OR INACCESSIBLE DUE TO UNAVAILABILITY OF SUCH EQUIPMENT DUE TO THE POLICY OR SPECIAL CIRCUMSTANCES OF THE COUNTRY IN WHICH SUCH EQUIPMENT IS SET UP, AND V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO SUCH EVENTS.

9.5 The Customer Content will be deleted in principle on the day following the cancellation or termination of this Agreement or the expiration of the Term.

10 Use of Information by V-cube

10.1 V-cube may create and use (including disclosure by V-cube to other third parties at a condition which the Customer cannot be identified) statistical analysis information using the Registration Information, information regarding the actual use of the Services and log data for the purpose of improving the quality or satisfaction of the Services and/or the Software.

10.2 Any rights in connection with the comments, feedback, proposals, ideas and other propositions collected by V-cube in connection with the Services and/or the Software (collectively, "Proposals") belong to V-cube, and the Customer agrees not to assert any right including copyright and other intellectual property right to the Proposals against V-cube.

11 INDEMNITY

11.1 THE SERVICES ARE PROVIDED "AS IS". UNLESS EXPRESSLY STIPULATED IN THESE TERMS, V-CUBE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, RELIABLE (INCLUDING THE COMPLETENESS AND CERTAINTY OF COMMUNICATIONS), AVAILABLE, ACCESSIBLE, SECURE, ERROR-FREE, VIRUS-FREE; THAT DEFECTS WILL BE CORRECTED; MERCHANTABILITY, QUALITY SATISFACTION, OR FITNESS FOR ANY PARTICULAR PURPOSE.

11.2 THE CUSTOMER MAY NOT BE ABLE TO USE THE SERVICES AND/OR THE SOFTWARE CONVENIENTLY DUE TO THE FOLLOWING CAUSES. IN SUCH CASE, V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO THE UNAVAILABILITY OF THE CONVENIENT USE OF THE SERVICES AND/OR THE SOFTWARE.

(I) FAILURE OF THE INFORMATION TERMINAL OR OTHER HARDWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, HARDWARE COMPATIBILITY;

(II) FAILURE OF THE OS OF THE INFORMATION TERMINAL OR OTHER SOFTWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, TROUBLES IN THE SETTINGS SUCH AS TIME AND LANGUAGE SETTINGS, SOFTWARE COMPATIBILITY;

(III) FAILURE OF THE INTERNET CONNECTION THE CUSTOMER USES INCLUDING WITHOUT LIMITATION DISCONNECTION AND LACK OF BANDWIDTH;

(IV) PERIODIC MAINTENANCE OR EMERGENT FAULT RECOVERY OF THE SERVICES;

(V) FAILURE OF THE SERVICES LINKED TO THE SERVICES OR AFFILIATED SERVICES;

(VI) FAILURE OF EQUIPMENT INCLUDING WITHOUT LIMITATION DATA CENTER OF THE SERVICES;

(VII) HEAVY TRAFFIC BEYOND THE CAPABILITY OF SERVERS, SYSTEMS, DATA CENTERS AND LINE BANDWIDTH DUE TO CAUSES UNFORESEEABLE BY V-CUBE;

(VIII) MEASURES TAKEN BY V-CUBE AT THE REQUEST OF PUBLIC POWER TO PRIORITIZE EMERGENCY COMMUNICATION FOR PUBLIC INTEREST.

11.3 V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY FORCE MAJEURE EVENTS REASONABLY BEYOND THE CONTROL OF V-CUBE, INCLUDING BUT NOT LIMITED TO, WARS, HOSTILITIES, REVOLUTIONS, RIOTS, CIVIL COMMOTION, TERRORISM, NATIONAL EMERGENCY, EPIDEMICS, FIRE, FLOOD, EARTHQUAKE, FORCE OF NATURE, EXPLOSION, EMBARGO OR OTHER ACTS OF GOVERNMENT AGENCIES, STRIKES AND OTHER LABOR DISPUTES (EXCLUDING THOSE BY V-CUBE EMPLOYEES), UNAVAILABILITY OR INSTABILITY OF THE INTERNET, DOS ATTACKS OR ANY ACT OF GOD.

11.4 V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER, EVEN IF THE CUSTOMER SUFFERS DAMAGE DUE TO DELAY OR NON-PERFORMANCE OF THE SERVICES. PROVIDED, HOWEVER, IN THE EVENT THE CUSTOMER'S DAMAGE IS JUDGED TO BE ATTRIBUTABLE TO INTENTION OR GROSS NEGLIGENCE OF V-CUBE, V-CUBE SHALL BE LIABLE FOR COMPENSATION FOR SUCH DAMAGE. IN SUCH EVENT, THE SCOPE OF THE DAMAGE WHICH V-CUBE IS LIABLE FOR COMPENSATION WILL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO V-CUBE FOR THE SERVICES IN THE PREVIOUS 1 MONTH PRECEDING THE CLAIM FOR COMPENSATION FOR DAMAGES, AND THE DAMAGE WHICH V-CUBE IS LIABLE FOR COMPENSATION IS ACTUAL DAMAGES DIRECTLY CAUSED BY ACTIONS OF V-CUBE AND V-CUBE SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST INCOME, INDIRECT DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, INCIDENTAL DAMAGES, SPECIAL, PUNITIVE DAMAGES OR THE LIKE WITHIN THE SCOPE OF THE APPLICABLE LAWS AND REGULATIONS, REGARDLESS OF THE CAUSE OF THE COMPENSATION FOR DAMAGES, AND WHETHER BY CONTRACT, TORT OR ANY OTHER LEGAL GROUND, EVEN IF V-CUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.5 IN THE EVENT THE CUSTOMER IS SUED BY A THIRD PARTY FOR COMPENSATION FOR DAMAGES, OR WHERE LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) OCCUR DUE TO VIOLATION OF THE PROVISION OF ARTICLE 12.1 OF THE TERMS, THE CUSTOMER SHALL AT ITS OWN RESPONSIBILITY AND EXPENSE PROCURE RESOLUTION, AND SHALL HOLD V-CUBE HARMLESS.

12 Prohibited Acts

12.1 The Customer shall not conduct the following acts upon use of the Services and/or the Software:

- (i) The act of publishing, posting, uploading, recording or otherwise distributing or transmitting the Customer Content that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (c) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or otherwise pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (f) is materially false, misleading, or inaccurate;
- (ii) The act of uploading, posting, emailing, or transmitting, or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid schemes," "affiliate links," or any other form of solicitation;
- (iii) The act of using the Services and/or the Software together with devices, programs or services to evade technical measures introduced to restrict access to protected Contents;
- (iv) The act of assigning or resetting the authority regarding the Services and/or the Software to third parties such as redistributing, establishing security on, selling, reselling, lending, leasing, timesharing, loaning, creating or assigning secondary licenses of the Services and/or the Software and the like, whether within the extent permitted by laws or regulations, and whether directly, indirectly, with or without compensation (including the act by the customer of ID-Based Plan to allow a third party other than the owner to use the service via such ID of ID-Based Plan);
- (v) The act of disclosing or divulging the ID to others;
- (vi) The act of damaging the credit of the Services and/or the Software;
- (vii) The act of attempting unauthorized access to the system of the Services, Affiliated Services or other Customer Content;
- (viii) The act of interpolating or undermining the integrity of other Customer Content on the Services;
- (ix) The act of removing, altering or adding notices, legends, symbols, labels and any other representation of rights including trademark, logo, copyright or other associated with the Services;
- (x) The act of attempting to derive the source code of the Services and /or the Software by decompiling, disassembling, reverse engineering or otherwise, or in any way ascertaining, deciphering or obtaining the communications protocols for accessing the Services and/or the Software, or the underlying ideas or algorithms of the Services and/or the Software;
- (xi) The act of modifying the Services and/or the Software or creating any derivative works of the Services and/or the Software, including but not limited to customization, translation, or localization of the Services and/or the Software;
- (xii) The act of copying, framing or mirroring all or a part of the Services and/or the Software, or other Customer Content;
- (xiii) The act of interfering with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden or otherwise the Site, or Services or any Affiliated Services;
- (xiv) The act of accessing the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or development of competitive products or services, or for purposes of imitating or copying the characteristics, functions or graphics of the Services;
- (xv) Other acts considered inappropriate by V-cube in light of matters considered necessary for the stable and sustained provision of the Services by V-cube.

13 Cancellation of the Services and Cancellation of the Agreement

- 13.1 V-cube shall be entitled to suspend or discontinue without notice all or a part of the Services at any time if V-cube reasonably believes that the Customer is in breach of this Agreement or may harm V-cube or anyone else.
- 13.2 V-cube shall be entitled to terminate the Agreement by giving reasonable period of notice if the Customer is in breach of any terms of this Agreement.
- 13.3 V-cube shall be entitled to suspend or discontinue without notice all or part of the Services or terminate this Agreement without prior notice to the Customer if the Customer falls under any of the following:
 - (i) In the event the Registration Information is found to be untrue;
 - (ii) In the event the Customer conducts an offense against public decency (such as illegal or unjust acts, acts against public order and morals, acts of belonging to or cooperating with anti-social forces or the like) or otherwise loses its social credibility;
 - (iii) In the event the Customer becomes the subject of provisional seizure, provisional disposition, compulsory execution, petition for auction, suspension of transactions by a bill clearinghouse or coercive collection of tax and dues, or has a cause for receiving the petition, disposition or notice thereof, or other events which materially change its financial credibility;
 - (iv) In the event the Customer stops payment, becomes unable to pay or insolvent, or becomes the subject of a petition for bankruptcy, rehabilitation, liquidation and other insolvency proceedings, regardless of whether legal procedure or private resolution, or files a petition for the same;
 - (v) In the event V-cube finds the Customer inadequate such as where V-cube considers that the Services fee lacks economic rationality in light of the manner of use by the Customer.
- 13.4 V-cube shall not be in any way liable for any damages the Customer may suffer due to the suspension, discontinuation or cancellation pursuant to the provisions of this Article 11.
- 13.5 In the event, V-cube suffers from any damages when V-cube terminates this Agreement under this Article 11, V-cube shall be entitled to claim for compensation for such damages against the Customer.

14 Notices to the Customer

- 14.1 V-cube shall give notice to the Customer regarding the Services and/or the Software based on the Registration Information.
- 14.2 The Customer shall promptly notify V-cube of any changes to the Registration Information (including but not limited to changes of person in charge, department in charge, email address, office location, etc.). V-cube may request the Customer to

submit materials evidencing the change.

- 14.3 If notice from V-cube to the Customer is delayed or not delivered due to the lack of notice of change of Registration Information, such notice will be deemed to be delivered at the time when such notice should have normally been delivered and V-cube shall not be in any way liable for any damages the Customer may suffer due to such events.
- 15 Termination of the Services
 - 15.1 If V-cube assigns the business concerning the Services to another party (including without limitation through merger or corporate split) the rights and obligations under these Terms, the Registration Information and the Customer Content will be inherited by the assignee of the assignment and the Services shall continue.
 - 15.2 V-cube shall give 6 months' prior notice to the Customer in principle if it terminates the Services. Due to the compelling reasons such as unexpected reason, change of laws or regulations, natural disaster etc. and it is impossible for V-cube to notify the Customer 6 months in advance of the termination of the Services, V-cube will make reasonable effort to give notice to the Customer as soon as possible.
- 16 Rejection of Anti-social Forces
 - 16.1 V-cube and the Customer represent and warrant that either of its companies and any other persons which substantially owns or controls the companies has not been, or will not be at any point after this Agreement becomes effective, an organized crime group, a member of an organized crime group or its related persons, criminals related to illicit or criminal profit, corporate extortionists, or any other anti-social forces (hereinafter collectively "Anti-Social Forces") and do not have any relationship with Anti-Social Forces which can destroy the relationship of trust between the other party. In the event of a breach of these representations and warranties by the Customer, V-cube may immediately suspend or discontinue without notice all or part of the Services, or terminate this Agreement without prior notice.
 - 16.2 V-cube and the Customer shall not have any business relationship with Anti-Social Forces, and if it has been identified that V-cube or the Customer has business relationships with Anti-Social Forces, such party shall take necessary measures to dissolve the same within a reasonable period of time.
- 17 Support for the Services and/or the Software
 - 17.1 The Customer is entitled to use the 24/365 support desk V-cube has set up.
- 18 Protection of the Customer Contents
 - 18.1 V-cube will manage and protect the Customer Content and personal information in accordance with V-cube's Information Security Basic Policy (<https://jp.vcube.com/isms/security>) and Personal Information Protection Policy (<https://jp.vcube.com/privacy>).
- 19 Compensation for Damage
 - 19.1 If the Customer injures V-cube in connection with the use of the Services and/or the Software, V-cube shall be entitled to claim for compensation for such damage against the Customer.
- 20 General Provisions
 - 20.1 If V-cube does not exercise any rights under these Terms, this will not be taken to be a waiver of V-cube's rights hereunder.
 - 20.2 If any provision of these Terms is held by a court to be invalid, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these terms shall remain in effect.
 - 20.3 These Terms shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance with respect to any disputes concerning these Terms.
 - 20.4 The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded for the interpretation of these Terms.
 - 20.5 These Terms constitute the entire agreement between V-cube and the Customer with respect to the use of the Services and supersedes all other (prior or contemporaneous) communications, proposals or representations, whether electronic, oral, or non-electronic, between V-cube and the Customer regarding them.
 - 20.6 In the event of discrepancy between the Japanese version and any other language version, the Japanese version shall prevail.

End.

Last Revised: March 30, 2020