Tektome Master Service Agreement

Chapter 1 General Provisions

Article1 （Purpose）

This Agreement (hereinafter referred to as the "MSA") is intended to define the comprehensive contractual terms and conditions entered into between Tektome Ltd (hereinafter referred to as the "Company"), and any corporation or organization that applies to use the cloud services, professional services, related operations, and any other associated services provided by the Company (hereinafter referred to as the "User").

Article2 （Contract Structure and Applicability）

1. The specific contractual terms of each service shall be set forth in order forms, individual agreements, service applications, or any other documents or records, regardless of title, executed between the Company and the User that expressly stipulate the terms of such services (hereinafter collectively referred to as the "Order Documents"). The Order Documents shall constitute an integral part of this MSA.
2. Any new services that the Company may introduce in the future shall also fall under the scope of this MSA, and the applicable terms of such services shall be expressly set forth in the relevant Order Documents.
3. The Company shall provide the Services to the User based on the Order Documents, this MSA, and the following annexes (hereinafter collectively referred to as the "Annexes"). These Annexes shall constitute an integral part of this MSA and shall be treated as legally binding documents. By executing this MSA, the User shall be deemed to have consented to the content of each of the Annexes set forth below:
   (1) Annex A: Service Level Agreement (SLA)
   (2) Annex B: Tektome Terms of Use
   (3) Annex C: Tektome Credit Terms of Use
   (4) Annex D: Country-Specific Terms (applicable only to the relevant Users)
   (5) Annex E: Professional Services Terms of Use (applicable only where such services are provided)
   (6) Other policies established by the Company (e.g., Privacy Policy, etc.)
4. In the event of any conflict or inconsistency among this MSA, the Order Documents, or the Annexes, the following order of precedence shall apply:
   (1) Order Documents expressly approved in writing by the Company
   (2) Annexes

(3) This MSA

5. When the Company amends this MSA or any of the Annexes, it shall announce or notify the User, by posting on the Company's website or by other appropriate means, of the effective timing and contents of the amended MSA, etc. Except for amendments arising from the following cases, in the case of an amendment that causes material disadvantage to the User, the Company shall provide prior announcement or notice with a grace period of at least thirty (30) days: (1) where an amendment is necessary due to the enactment, amendment, or repeal of applicable Laws and Regulations; (2) where the amendment resolves an inconsistency in wording among this MSA, the Order Documents, and the Annexes, or clarifies the interpretation of an ambiguous provision; (3) where provisions are reorganized in connection with the addition of functions or changes to the technical specifications of the Services, to the extent that they have no material effect on existing rights and obligations; or (4) other minor modifications that do not cause material disadvantage to the User. If the User uses the Services after the effective timing of the amended MSA, etc. that has been announced or notified, the User shall be deemed to have consented to such amendment.
6. Notwithstanding any provision to the contrary in any contractual document related to this MSA, unless expressly stipulated in this MSA, the Annexes, or explicitly approved in writing by the Company, such provisions shall not be construed as amending this MSA. Furthermore, in cases where certain matters are not clearly provided for or doubts arise concerning interpretation, the Company and the User shall, in accordance with the principle of good faith, endeavor to resolve such matters through consultation to ensure consistency and smooth resolution. If such consultation proves difficult, consistency shall be determined based on the Company's reasonable judgment.

Article3 （Definition）

In this MSA, the following terms shall have the meanings set forth below:

1. "User" means the corporation or organization that has entered into this MSA with the Company in order to receive the provision of the Services.
2. "End User" means the officers, employees (including temporary employees and other personnel engaged to work for the User), and other members of the User who have been duly granted access credentials by the User.
3. "Services" means the use of the AI platform, provided under the name "Tektome" as of the date of execution of the Service Agreement, for the search and utilization of electronic data, as well as services related to its introduction and implementation, validation, professional services, project management, and consulting (and in the event of subsequent changes or amendments, such term shall refer to the Services as renamed and/or revised accordingly).

4. “Service Agreement” means the collective term for contracts between the Company and the User regarding the use of the Services, which may include this MSA and Order Documents separately executed between the Company and the User.
5. “Credits” means the electronic units required for the use of the Services, the definition, classification, acquisition, and usage of which are set forth in Annex C, “Tektome Credit Terms of Use.”
6. “Company Environment” means the computers, telecommunications facilities, and other hardware and software maintained by the Company for the purpose of providing the Services to the User.
7. “User Environment” means the computers, telecommunications circuits, telecommunications facilities, and other hardware and software maintained by the User for the purpose of using the Services.
8. “Company Affiliates” means the parent company, subsidiaries, other affiliated companies, and business partners of the Company.
9. “Access Credentials” means IDs, passwords, and other information used for authentication when the User or End Users use the Services.
10. “User Data” means all information, data, materials, and content provided by the User or End Users to the Company in connection with the use of the Services, whether by provision, transmission, entry, upload, or any other means.
11. “Third-Party Software” means software owned by a third party (i.e., any party other than the Company or the User).
12. “Intellectual Property” means inventions, devices, designs, works of authorship, and other creations resulting from human intellectual activity, as well as trademarks, trade secrets, and other technical or business information useful for business activities. “Intellectual Property Rights” means patent rights, utility model rights, design rights, copyrights (including rights under Articles 27 and 28 of the Copyright Act of Japan), trademark rights, and other rights prescribed by laws and regulations with respect to intellectual property (including the right to obtain patents, utility model registrations, design registrations, and other rights to secure intellectual property rights), as well as equivalent rights permitted by applicable Laws and Regulations.
13. “Force Majeure Events” means any of the following:
    (1) Natural disasters (including earthquakes, typhoons, storms, tsunamis, floods, lightning, and fires)
    (2) Outbreaks of infectious diseases, epidemics, or pandemics (including compliance with orders or requests issued by public authorities in relation thereto)
    (3) Wars, riots, insurrections, or acts of terrorism
    (4) Strikes or lockouts
    (5) Power outages

(6) Suspension or termination of provision of Third-Party Software used in the Services
(7) Cyberattacks or other acts by third parties, whether intentional or negligent, and any consequences arising from or related thereto
(8) Enactment, amendment, or repeal of applicable Laws and Regulations
(9) Orders, dispositions, or other acts of government authorities
(10) Any other events not attributable to the Company

14. "Anti-Social Forces" means organized crime groups, members of organized crime groups, persons who have ceased to be members of organized crime groups within the past five years, quasi-members of organized crime groups, companies affiliated with organized crime groups, corporate extortionists, groups engaging in activities under the pretext of social or political movements, special intellectual crime groups, or persons equivalent thereto. It also includes those who, by themselves or through third parties, engage in violent demands, unjust demands exceeding legal responsibility, threatening behavior, acts of violence, dissemination of false rumors, fraudulent means to damage the reputation of the counterparty, interference with the counterparty's business, or other acts equivalent thereto.
15. "Laws and Regulations" means all treaties, laws, governmental ordinances, regulations, ordinances, standards, guidelines, and other legal norms having binding force.
16. "AI Output" means texts, expressions, summaries, classifications, analyses, and any other results generated automatically through large language models (LLMs) or other artificial intelligence functions included in the Services, based on the User's inputs or registered data.
17. "Regulatory Documents" means any documents displayed, extracted, or transformed on the Services that are based on Laws and Regulations, regulatory authority notifications or interpretive documents, supervisory standards, technical guidelines, legal determinations, judicial precedents, or other public or quasi-public information.
18. "Search Function" means the functions that process full-text searches, filtering, highlighting, extraction of related information, etc., based on specific keywords, attributes, issues, legal names, or business items, with respect to data registered in the Services or information incorporated through external integration.
19. "Deliverables" means all results produced in the course of performing the Services under this MSA or the Service Agreement, which are delivered to the counterparty.
20. "Professional Services" means support services provided by the Company to the User in connection with the User's utilization of the Services.
21. Terms not defined in this MSA, as well as details regarding the conditions of

use of the Services, the issuance and consumption of Credits, and the management of End Users, shall be governed by Annex B "Tektome Terms of Use," Annex C "Tektome Credit Terms of Use," and Annex E "Professional Services Terms of Use," all of which constitute integral parts of this MSA and are legally binding.

Chapter 2 Formation, Term, and Fees

Article4 （Agreement and Conditions of Use）

1. The Services shall be provided to the User based on the Order Documents executed between the Company and the User, and in accordance with the terms set forth therein.
2. The User may continue to use the Services so long as a valid account with the Company is maintained; provided, however, that the actual use of functionalities shall be conditioned upon the User's valid possession of Credits issued by the Company.
3. The Credits shall be valid for twelve (12) months from the date they are recorded on the Company's platform. If the User purchases additional Credits, the expiration date of all unutilized Credits then held shall be extended for an additional twelve (12) months from the date of such new recordation.
4. If the balance of Credits reaches zero (0) and no substantial use of the Services (including, without limitation, login, data processing, searches, etc.) has been confirmed for a period of six (6) months or longer, the Company may terminate the Service Agreement with such User upon prior notice.
5. The conditions of service provision, handling of Credits, payment terms, and other related matters shall be governed by the provisions of the Order Documents, this MSA, and its Annexes (including, without limitation, the Tektome Terms of Use and the Tektome Credit Terms of Use).

Article5 （Fees and Payment）

1. The User shall pay the fees prescribed by the Company in accordance with the Order Documents.
2. The consideration for the Services shall be paid under the credit system prescribed by the Company, and the terms and conditions relating to the definition, nature, method of use, balance, validity period, and other aspects of such Credits shall be as set forth in Annex C, "Tektome Credit Terms of Use."
3. The User shall pay the fees to the Company regardless of whether or not the Services are actually used (irrespective of the cause).
4. Except where expressly prohibited under applicable Laws and Regulations, the Company shall in no event be obligated to refund any fees already paid by the User.
5. Any refund of fees already paid shall be handled in accordance with Annex C,

"Tektome Credit Terms of Use."

6. If payment remains outstanding for thirty (30) days after the due date, the Company may, without notice, suspend part or all of the Services.
7. The fees may be revised by the Company periodically due to fluctuations in exchange rates, economic conditions, and other external or internal factors.

Chapter 3 Intellectual Property, Personal Information, and Confidentiality

Article6 （Intellectual Property Rights and License）

1. All Intellectual Property Rights in relation to the Services, and all software, content, data, manuals, and other Deliverables provided in connection therewith, shall belong to the Company or to a third party that has licensed such rights to the Company. The User shall not use any of these Intellectual Property Rights, by means of reproduction, reprinting, public transmission, distribution, adaptation, translation, or any other method, without the prior written consent of the Company or such third party. The license to use the Services granted under the Service Agreement does not constitute a license to use the Intellectual Property Rights of the Company or such third party.
2. The rights in the User Data shall belong to the User or the rightful owner thereof.
3. The rights in the AI Output generated and provided to the User in connection with the use of the Services shall belong to the User, excluding any Intellectual Property Rights of the Company or of any third party contained in the components constituting the Services, and the Company shall not assert against the User any copyright or other rights with respect to the AI Output; provided, however, that where the AI Output contains the rights of any third party, the handling of such rights shall be undertaken at the User's responsibility.
4. The Company may collect and analyze information concerning the User's usage of the Services, access credentials, usage methods, and operating tendencies (hereinafter referred to as the "Usage Information") for the purposes of improving the quality of the Services and developing new functionalities.
   (1) The Company shall use the Usage Information and the User Data for the following purposes to the extent permitted by applicable Laws and Regulations:
      1. Understanding the usage of the Services for the purpose of maintaining quality and improving functionality;
      2. Verifying the performance and accuracy of the Services for the purpose of maintaining quality and improving functionality;
      3. Other matters incidental or related to each of the foregoing.
   (2) Except where individual support is required, the Usage Information and the

User Data shall be processed statistically or anonymized, and information that can identify individuals shall not be collected or used.

(3) The Company may, based on ideas obtained through the analysis and use of the Usage Information (including information derived from such analysis), make inventions or other creations, and may apply for, register, and utilize intellectual property rights arising therefrom.

(4) All ideas obtained by the Company under this clause and all Intellectual Property Rights registered therefrom shall belong to the Company. The User shall not assert any rights or make any claims for compensation with respect thereto.

5. The User hereby grants the Company a non-exclusive, royalty-free license to retain, reproduce, and analyze such User Data to the extent necessary to achieve the utilization purposes set forth above and to the extent permitted by applicable Laws and Regulations. The Company shall not transfer or sublicense such license to any third party, and upon receipt of a request for deletion from the User, the Company shall promptly and permanently delete such User Data.
6. The Company hereby covenants that it will not use the User Data for training machine learning models; provided, however, that with the consent of the User, such data may be used for machine learning specifically for such User.
7. The User shall not exercise, and shall not permit any third party to exercise, moral rights of authors with respect to the Company's use of the User Data pursuant to this Article.
8. The Company represents and warrants that the Services provided shall not intentionally infringe any valid Intellectual Property Rights of any third party. However, the Company shall bear no liability for infringements arising from data provided by the User or from the manner in which the User uses the Services, which are beyond the Company's control.
9. Upon termination of the Service Agreement, the Company shall delete the User Data in accordance with the Company's prescribed procedures within a commercially reasonable period.
10. With respect to the Deliverables delivered by the Company to the User under this MSA and Annex E "Professional Services Terms of Use," ownership of such Deliverables and copyright in all works of authorship therein, including rights under Articles 27 and 28 of the Copyright Act of Japan, shall transfer from the Company to the User concurrently with the full payment of fees for the Professional Services, except for the following:

(1) Copyrights already owned by the Company or a third party as of the commencement of the Professional Services;

(2) Copyrights in works developed or created by the Company outside the scope of services requested by the User in the course of Professional Services;

(3) Copyrights in works that are of a general-purpose nature.

11. In connection with inventions, devices, and designs (hereinafter "Inventions") created by either the Company or the User in the course of performing the Services under this MSA and Annex E "Professional Services Terms of Use," such Inventions shall belong to the party to which the creator of the Inventions belongs. For the avoidance of doubt, the following Intellectual Property Rights (excluding copyrights, for the purposes of this clause and the following clause) shall be reserved to the Company or a third party:
    (1) Intellectual Property Rights already owned by the Company or a third party as of the commencement of the Professional Services;
    (2) Intellectual Property Rights in the Deliverables developed or created by the Company outside the scope of the Services commissioned by the User in the course of the Professional Services;
    (3) Intellectual Property Rights in the Deliverables independently produced by the Company unrelated to the Professional Services;
    (4) General-purpose system routines, methods, know-how, screen configurations, and other technical means.
12. With respect to Intellectual Property Rights reserved to the Company or third parties under the preceding two clauses, the Company shall, where necessary, obtain licenses from such third parties, and shall grant to the User or a third party designated by the User, to the extent necessary for the use of the Deliverables subject to such rights, a license to use such rights or a non-exclusive license to practice them.
    Furthermore, even where moral rights of authorship belong to the Company or a third party in relation to the Deliverables, the Company shall not exercise such moral rights and shall ensure that such third party does not exercise them.
13. The User shall not perform reverse engineering, analysis, inference, or any similar act with respect to the software, AI models, system configurations, prompts, internal control information, or any other trade secrets or technical information of the Company included in the Services.

Article7 （Handling of Personal Information）

1. The Company shall handle personal information and user information (hereinafter collectively referred to as "Personal Information, etc.") in accordance with this MSA as well as the Privacy Policy (https://tektome.jp/privacy-policy), which forms an integral part of this MSA, and other applicable provisions. "User Information" means all information, excluding personal information as defined under the Act on the Protection of Personal Information, that can directly or indirectly identify an individual.
2. The Company may obtain the Personal Information, etc. from the Users and the End Users (hereinafter in this Article collectively referred to as the "Users,

etc.") in the following cases:
(1) When provided directly by the Users, etc. or through written or other media;
(2) When automatically transmitted in connection with the use of the Services by the Users, etc.;
(3) When lawfully provided by a third party with the consent of the Users, etc.;
(4) In other cases where lawfully obtained in a manner similar to the foregoing.

3. The Users, etc. agree that the Company may provide their Personal Information, etc. to third parties on their behalf in accordance with Laws and Regulations, or in the following cases:
(1) When necessary for the provision of the Services;
(2) When, based on the consent of the Users, etc., content, usage history, and profile information are disclosed on the Services;
(3) When Personal Information is provided to a successor entity in connection with a merger or other business succession;
(4) When used for the purposes of improving the quality of the Services, considering new services, or for surveys, research, and analysis.

4. With respect to Personal Information, etc. entered into the Services by the Users, etc., if requested by the Users, etc. themselves, the Company shall, in accordance with applicable Laws and Regulations, verify the facts and take appropriate measures such as correction, deletion, or suspension of use.

Article8 （Confidentiality）

1. The Company and the User shall not disclose to any third party, without the prior written consent of the other party, nor use for any purpose other than the provision or use of the Services, any business, technical, financial, or other non-public information disclosed by the other party in connection with the provision or use of the Services that is expressly designated as confidential or that, by its nature, should reasonably be understood to be confidential (hereinafter referred to as the "Confidential Information"). (The party disclosing such information is hereinafter referred to as the "Disclosing Party," and the party receiving such information is hereinafter referred to as the "Receiving Party.") Provided, however, that the Receiving Party may, to the minimum extent reasonably necessary and under its responsibility, disclose the Confidential Information to its or the Company Affiliates' officers and employees, or to attorneys, accountants, tax accountants, or other persons subject to statutory confidentiality obligations, if it reasonably determines that such disclosure is necessary, on the condition that such persons are bound by obligations of confidentiality equivalent to those set forth herein.

2. The following information shall not be deemed the Confidential Information:
(1) Information that was already publicly known at the time of disclosure;
(2) Information that becomes publicly known after disclosure through no fault of the Receiving Party;

(3) Information that can be demonstrated to have been lawfully possessed by the Receiving Party prior to disclosure;
(4) Information lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality;
(5) Information independently developed by the Receiving Party without reference to the Confidential Information.

3. If the Receiving Party is required to disclose the Confidential Information pursuant to Laws and Regulations, or an order of a court, administrative body, or other governmental authority, it shall, to the extent practicable, provide prior notice to the Disclosing Party, consult with the Disclosing Party regarding the scope and method of disclosure, and endeavor in good faith to limit disclosure to the minimum necessary.
4. The Receiving Party shall appropriately manage the Confidential Information in accordance with the following and shall be obligated to take reasonable measures to ensure such management:
(1) With respect to media containing the Confidential Information (including copies), implement physical and technical measures such as locking, access restrictions, and encryption to preserve confidentiality;
(2) Promptly notify the Disclosing Party if there is any risk of leakage, loss, or damage of the Confidential Information.
5. Upon termination of the Service Agreement or upon request from the Disclosing Party, the Receiving Party shall take the following measures and, if requested by the Disclosing Party, provide documentary evidence of compliance:
(1) Return or delete media containing the Confidential Information (including copies) in accordance with the instructions of the Disclosing Party;
(2) Completely delete the Confidential Information under its control by secure means; provided, however, that this shall not apply where retention is required by applicable Laws and Regulations.
6. The obligations under this Article shall survive for a period of five (5) years following the termination of the Service Agreement.

Chapter 4 Disclaimers, Indemnification, and Liability

Article9 （Disclaimer and Limitation of Liability）

1. If either party suffers damages due to causes attributable to the other party in connection with this MSA, it may claim compensation for such damages (including reasonable attorneys' fees and external experts' fees) from the other party.
2. The following items do not constitute obligations of the Company, and the Company shall not be liable, regardless of the legal basis for the claim (whether contract, tort including strict liability, regulatory law, or otherwise), for any

damages incurred by the User, the End Users, or any third party arising from or related to any of the following, to the extent permitted by applicable Laws and Regulations:

(1) Termination of the Service Agreement;

(2) Provision, suspension, termination, or modification of the Services;

(3) Deletion of the User Data;

(4) Non-performance of obligations under the Service Agreement due to the Force Majeure Events, in whole or in part, or other non-performance not attributable to the Company; provided, however, that this shall not apply where such non-performance is caused by the intentional misconduct or negligence of subcontractors not approved by the Company;

(5) Any other matters not attributable to the Company in connection with the Services.

3. Notwithstanding the foregoing, if the Company becomes liable for damages to the User, the End Users, or third parties, the scope and amount of such liability shall be as follows (provided, however, that if the following limitations violate applicable Laws and Regulations, liability shall be limited to the minimum amount permitted by such Laws and Regulations):

(1) The scope of damages shall be limited to direct and ordinary damages actually incurred by such parties. Special damages, including lost profits, shall not be included within the scope of damages, regardless of foreseeability.

(2) The Company's liability for damages shall be capped at the total amount of fees actually paid by the User to the Company for the Services during the twelve (12) months preceding the occurrence of the damages.

4. The Company shall not be liable, regardless of foreseeability, for lost profits, indirect damages, special damages, incidental damages, consequential damages, or any damages exceeding ordinary damages.

5. Compensation from the Company to the User shall be limited to the service credits specified in Annex A, "Service Level Agreement (SLA)," which shall constitute the sole and exclusive remedy.

6. The Company shall not be liable for any damages incurred by the User or any third party arising from any of the following:

(1) Computer viruses or other harmful elements contained in the Services;

(2) Inaccessibility of the Services, or failures of communication lines, devices, software, servers, or other systems;

(3) Data loss or corruption (except where caused by the Company's willful misconduct or gross negligence);

(4) The Force Majeure Events.

7. The Company shall not be liable for service interruptions or performance degradation caused by failures or defects in third-party cloud or infrastructure

services, such as Microsoft Azure.

8. The Company warrants that the Services provided to the User do not intentionally infringe the Intellectual Property Rights of third parties; provided, however, that this warranty does not apply to infringements arising from data provided by the User or improper use of the Services.
9. The Company makes no warranty whatsoever regarding the accuracy, completeness, validity, legality, or usefulness of the AI Output. The AI Output is generated based on statistical predictions and may contain errors, inappropriate expressions, bias, discriminatory content, or infringements of third-party rights. The User shall use the AI Output solely as supplemental reference information and shall not make decisions solely in reliance upon it. The Company shall not be liable, even in the event of negligence, for any damages, losses, or disadvantages incurred by the User or third parties arising from the AI Output.
10. The User acknowledges and agrees that the Company does not guarantee the accuracy, completeness, timeliness, legality, or fitness for a particular purpose of the Regulatory Documents provided through the Services, and that the User shall acquire, store, use, and rely on such documents solely at its own judgment and responsibility.
11. The Company shall not be liable for any damages incurred by the User or third parties arising from or related to the use of or reliance on such Regulatory Documents.
12. Where Intellectual Property Rights exist in the Regulatory Documents or other files or data registered by the User with the Services, the User shall be responsible for confirming that such rights are not infringed and for handling such materials lawfully before uploading, registering, sharing, or making them available to third parties through the Services.
13. The Company assumes no obligation to verify, review, or monitor, and shall bear no responsibility for, the content, legality, accuracy, or compliance of the Regulatory Documents uploaded or registered by the User or the End Users, or their relation to third-party rights.
14. The Company makes no warranty regarding the accuracy, completeness, exhaustiveness, timeliness, or fitness for the User's expectations or purposes of the Search Functions.
15. The Company shall bear no responsibility for any decisions or actions taken by the User in reliance on information displayed or provided through the Search Functions.

Article10 （Indemnification）

The User shall, at its own cost and responsibility, defend, indemnify, and hold harmless the Company and the Company Affiliates from and against any and all damages (including reasonable attorneys' fees and external experts' fees)

suffered due to any of the following circumstances, to the extent permitted under applicable Laws and Regulations:

(1) Where any claim, demand, or action is brought against the Company or Company Affiliates by a third party on the grounds that the User, in connection with the use of the Services, has infringed the rights or interests of such third party;

(2) Where the User, regardless of the degree of materiality, breaches the Service Agreement and thereby causes damages to the Company.

Chapter 5 Conditions of Service Provision, Termination, Survival, and Exclusion of Anti-Social Forces

Article11 （Modification, Provision, Suspension, and Termination of the Services）

1. The Company may, upon prior notice to the User, modify all or part of the Services for purposes such as adding functionality, maintaining quality, or improving quality. In making such modifications, the Company shall endeavor, within a commercially reasonable scope, to maintain a level of functionality or service content equivalent to or greater than that prior to the modification.
2. The Company may, at its discretion, suspend provision of all or part of the Services periodically or from time to time as necessary, and regardless of reason. In such cases, the Company shall notify the affected Users of the suspension of the Services no later than thirty (30) days prior to such suspension.
3. Notwithstanding the foregoing, in the event of any of the following circumstances, the Company may immediately suspend provision of all or part of the Services without prior notice to the affected Users:

(1) Abnormalities, loss, damage, or deficiencies occur in the Company Environment or the User Environment;

(2) The Services can no longer be provided due to failures or malfunctions of servers, communication lines, or other equipment, or for other reasons;

(3) Maintenance, inspection, repair, or modification of systems (including servers, communication lines, power supplies, and buildings housing such systems) is conducted, either on a regular or emergency basis;

(4) The Services can no longer be provided due to fire, power outage, or similar causes;

(5) The Services can no longer be provided due to war, upheaval, riot, disturbance, labor disputes, or other force majeure events;

(6) The Services can no longer be provided due to Laws and Regulations or measures based thereon;

(7) Suspension is necessary for the protection of the life, body, or property of

the User or third parties;

(8) The User breaches, or the Company reasonably determines that the User is likely to breach, the Service Agreement;

(9) A Force Majeure Event occurs;

(10) The Company determines, for operational or technical reasons, that suspension of all or part of the Services is necessary.

4. The Company may, at its discretion and at any time, terminate provision of all or part of the Services, regardless of reason. In the event of termination of the entire Services, the Company shall notify the Users of such termination no later than sixty (60) days prior to the termination date. In the event of termination of part of the Services, the Company shall notify the Users of the Services to be terminated and the termination date no later than thirty (30) days prior to the termination date.

Article12 （Termination of Agreement）

1. The Company may, without prior notice or demand, terminate all or part of this MSA if the User falls under any of the following circumstances:

(1) When a petition for seizure, provisional seizure, auction, bankruptcy, special liquidation, civil rehabilitation, or corporate reorganization proceedings is filed by a third party against the User, or when the User files a petition for bankruptcy, civil rehabilitation, special conciliation, special liquidation, or corporate reorganization proceedings on its own;

(2) When the User is subject to or files for procedures equivalent to those in the preceding item under applicable Laws and Regulations;

(3) When the User becomes insolvent, such as when a bill or check drawn or accepted by the User is dishonored, or when it becomes reasonably likely that the User will be unable to make payments due under the Service Agreement;

(4) When the User is delinquent in the payment of taxes or public dues and has received a demand for payment, or when measures to preserve tax claims (or similar measures) have been imposed;

(5) When the User receives an order of business suspension, revocation, or cancellation of its business license or registration (or any similar disposition) from a competent authority;

(6) When the User has not used the Services for six (6) months or longer, or has not purchased additional Credits for twelve (12) months or longer (including cases where all unused Credits have expired during such period);

(7) When the User fails to respond for thirty (30) days or more to inquiries or other communications from the Company requesting a response;

(8) When the User, regardless of the degree of materiality, breaches the Service Agreement;

(9) When the User is dissolved or becomes uncontactable;
(10) When fraudulent or improper acts are committed by the User's employees or agents;
(11) When the Company reasonably determines that continuation of the Service Agreement is inappropriate.

2. Either the Company or the User may terminate this MSA if the other party breaches its obligations under this MSA and fails to cure such breach within thirty (30) days after receiving notice demanding such cure.
3. The specific conditions applicable to the termination, modification, or suspension of the Credit-related services shall be as set forth in Article 9 of Annex C, "Tektome Credit Terms of Use."
4. Even if this MSA is terminated pursuant to the foregoing paragraphs, the terminating party may claim compensation for any damages incurred as a result of such termination from the other party.

Article13 （Effect of Termination and Survival Clauses）

1. The effects of termination of the Service Agreement pursuant to Article 4 (Agreement and Conditions of Use), Article 12 (Termination of Agreement), Article 14 (Exclusion of Anti-Social Forces), and any other applicable provisions shall apply only prospectively.
2. Termination of the Service Agreement shall not preclude the terminating party from pursuing legal liability against the other party arising prior to such termination.
3. The following provisions of this MSA shall survive termination and remain in full force and effect; provided, however, that where a provision specifies a period of validity, it shall remain effective only for such period:
(1) Article 5 (Fees and Payment), Paragraphs 3 and 4;
(2) Article 6 (Intellectual Property Rights and License);
(3) Article 7 (Handling of Personal Information);
(4) Article 8 (Confidentiality);
(5) Article 9 (Disclaimer and Limitation of Liability);
(6) Article 10 (Indemnification);
(7) This Article;
(8) Article 14 (Exclusion of Anti-Social Forces);
(9) Article 15 (Governing Law and Dispute Resolution);
(10) Article 16 (Prohibition of Assignment);
(11) Article 17 (Business Transfer, etc.);
(12) Article 19 (No Waiver);
(13) Article 20 (Severability);
(14) Article 21 (Language);
(15) Article 22 (Country -Specific Terms);

(16) and any other provisions expressly stipulated to survive under Annex B, "Tektome Terms of Use."

4. In addition to the foregoing, any provisions which, by their nature, should reasonably survive the termination of this MSA shall remain effective between the parties even after such termination.

Article14 （Exclusion of Anti-Social Forces）

The User represents and warrants to the Company that all of the following statements are true and accurate, and the Company may, without prior notice or demand, terminate all or part of the Service Agreement if the User breaches any of the following:

(1) The User is not an Anti-Social Force;

(2) No Anti-Social Force controls the management of the User;

(3) No Anti-Social Force is substantially involved in the management of the User;

(4) The User does not unjustly use any Anti-Social Force for the purpose of obtaining illicit profits for itself or third parties, or for the purpose of causing harm to third parties;

(5) The User is not involved in any acts of providing funds, benefits, or other forms of support to any Anti-Social Force;

(6) None of the User's officers or persons substantially involved in its management have any socially condemnable relationships with any Anti-Social Force.

Chapter 6 Governing Law and General Provisions

Article15 （Governing Law and Dispute Resolution）

1. Notwithstanding the country or region in which the Services are actually provided or used, all matters relating to this MSA and the Service Agreement, including the rights, obligations, and claims of the User, shall be governed by and construed in accordance with the laws of Japan, without regard to principles of conflict of laws.
2. Any dispute arising out of or in connection with this MSA or the Service Agreement—including, without limitation, disputes relating to breach, performance, termination, enforcement, interpretation, or validity of this MSA, or the scope or application of this dispute resolution provision—whether based on contract, tort (including strict liability), regulatory law, or any other legal theory, that cannot be resolved through amicable consultation between the Company and the User, shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance. The parties hereby irrevocably consent to such exclusive jurisdiction.

Article16 （**Prohibition of Assignment**）
The User shall not, without the prior written consent of the Company, assign, transfer, succeed to (including through corporate split, merger, or other form of universal succession), pledge, or otherwise dispose of all or any part of its position under this MSA or the Service Agreement, or any rights or obligations arising therefrom, including but not limited to the following:

(1) Assignment;
(2) Succession (including corporate split, merger, or other universal succession);
(3) Grant of security interest or provision as collateral.

Article17 （**Business Transfer, etc.**）
The Company may, regardless of the legal structure or reason such as reorganization, merger, business transfer, or asset sale, transfer or otherwise dispose of all or part of its business relating to the Services, as well as its position under this MSA or the Service Agreement and any rights or obligations arising therefrom, to a third party without obtaining the User's consent or providing prior notice or communication to the User.

Article18 （**Notification of Changes to Registered Information**）
If there is any change in the User's registered information related to this MSA, including its principal office address, trade name, representative, or other registration details, the User shall promptly notify the Company of such change and provide documentary evidence thereof.
In the event of similar changes on the part of the Company, the Company shall notify the User within a reasonable period.

Article19 （**No Waiver**）
Failure by either party to exercise or enforce any provision of this MSA or any right under this MSA shall not constitute a waiver of such provision or right, unless such party specifically identifies the right being waived and provides written notice of such waiver to the other party.

Article20 （**Severability**）
If any provision or part thereof of this MSA is determined to be invalid under applicable Laws and Regulations, the remaining provisions of this MSA and the remainder of any partially invalid provision shall remain in full force and effect. The invalid provision or part thereof shall be modified to the extent necessary to make it valid, and shall be construed so as to preserve, to the maximum extent possible, the original intent and the legal and economic effect equivalent to the invalidated provision or part thereof.

Article21 （**Language**）
This MSA shall be executed in the Japanese language, which shall be the governing

and controlling version. Even if this MSA is translated into other languages for reference purposes, such translations are provided for convenience only, and in the event of any discrepancy between the Japanese text and the translation, the Japanese text shall prevail.

Article22 （Country -Specific Terms）

Notwithstanding any other provision of this MSA, if the User is incorporated in the United Kingdom or the United States, the terms and conditions set forth in Annex D, “Country-Specific Terms,” shall apply to the User with respect to such country.

v1.5 | Revised on October 1, 2026