Annex B: Tektome Terms of Use

This Tektome Terms of Use (hereinafter referred to as the “Terms”) sets forth the conditions of use for the “Tektome” and related services provided by Tektome Ltd (hereinafter referred to as the “Company”), pursuant to the Tektome Master Service Agreement (hereinafter referred to as the “MSA”) executed between the Company and the User.

The User is required to review the entire contents of these Terms and agree to all of their provisions. By using the Services, the User shall be deemed to have reviewed the entire contents of these Terms and agreed to all of their provisions.

Chapter 1 General Provisions

Article1 （Definitions）
The terms used in these Terms that have already been defined in the MSA and Annex C, “Tektome Credit Terms of Use” shall have the meanings ascribed to them therein. In the event of any inconsistency between definitions, interpretation shall be made in accordance with the order of precedence set forth in the MSA.

In addition, the principal terms newly defined for the purpose of these Terms shall have the following meanings:

1. “Applicant” means any corporation or other organization that wishes to use the Services and applies to do so in accordance with the procedures prescribed by the Company.
2. “Registration Information” means the information provided by the Applicant or the User to the Company in connection with the use of the Services, including, but not limited to, the User’s name, email address, telephone number, and any other information specified by the Company.
3. “Service Components” means all tangible and intangible items that constitute, arise from, or are ancillary to the Services, including, without limitation, software, data, images, texts, demonstrations, and user manuals.

Article2 （User Registration）
1. An Applicant shall apply for user registration by providing the Registration Information to the Company through the documents or online forms prescribed by the Company. The Registration Information must be entered accurately.
2. At the time of the application referred to in the preceding paragraph, the Applicant represents and warrants to the Company that all of the following

statements are true and accurate:

(1) The Applicant has the proper authority to enter into the Service Agreement;

(2) The Applicant has reviewed the entire contents of these Terms and agreed to all of their provisions;

(3) The Applicant has fully disclosed to the Company all material facts that may affect the Company's decision on whether to permit use of the Services;

(4) All information disclosed by the Applicant to the Company is true, accurate, and not misleading;

(5) The Applicant has not previously breached any agreement with the Company, whether related to the Services or otherwise;

(6) The Applicant is not, and will not in the future become, an Anti-Social Force or a person involved with such forces, and further covenants that it will not engage in any improper conduct, including acts of violence or coercion;

(7) The Applicant is a corporation or other business entity;

(8) The Applicant will use the Services for commercial or other business purposes;

(9) The Applicant is not deemed to be a consumer under applicable Laws and Regulations.

3. The Service Agreement shall be deemed concluded when the Company notifies the Applicant of its acceptance of the application described in Paragraph 1 above.

4. The Company shall not accept the application referred to in Paragraph 1 if any of the following circumstances apply, and the Company shall have no obligation to disclose the reasons for such non-acceptance to the Applicant:

(1) The Company notifies the Applicant that the application has not been accepted;

(2) The Company does not notify the Applicant of acceptance or non-acceptance within thirty (30) days from the date of application;

(3) The Registration Information overlaps with that of another User;

(4) The Applicant breaches any of the representations or warranties set forth in Paragraph 2;

(5) The Applicant is likely to violate these Terms;

(6) In addition to the above, the Company determines that allowing the Applicant to use the Services would be reasonably inappropriate.

5. To the extent permitted under applicable Laws and Regulations, the Company shall not be liable for any damages arising out of or in connection with any infringement of rights or interests of the Applicant caused by any of the following:

(1) The Company's deferral of notification regarding acceptance or non-

acceptance of the application;

(2) The Company's non-acceptance of the application.

6. In principle, each corporation may register and hold only one (1) account, and multiple account registrations are not permitted.
7. If there is any change in the registered information, the User shall promptly notify the Company of such change in accordance with the procedures prescribed by the Company and shall appropriately manage the information to ensure that it remains accurate at all times. The Company shall not be liable for any disadvantages or damages incurred due to the User's failure to make such changes.
8. The User shall be solely responsible for the strict management of its account information (including email addresses, passwords, telephone numbers, authentication codes, and other related information), and shall not allow any third party to use, transfer, lend, sell, or otherwise dispose of such information. The Company shall not be liable for any damages arising from inadequate management, unauthorized use, or leakage of account information.
9. If the User becomes aware that its account information has been leaked or suspects that such a risk exists, the User shall promptly notify the Company and follow the Company's instructions.

Article3 （Cancellation of User Registration and Termination of Use）

1. If a User falls under, or the Company reasonably determines that the User falls under, any of the following circumstances, the Company may, without prior notice, take any of the following actions: cancel the User's registration; restrict or suspend the User's access to all or part of the Services; or delete all or part of the content or information related to the User. The Company shall have no obligation to provide any explanation of the reasons for such actions. Furthermore, in order to verify that the User does not fall under any of the following items, the Company may conduct identity verification procedures as it deems necessary and may, until such verification is completed, restrict or suspend the User's access to all or part of the Services.
   (1) The User has violated any applicable Laws and Regulations, or these Terms;
   (2) The User has engaged in fraudulent or improper conduct;
   (3) The Company determines that the Registration Information is false or inaccurate;
   (4) The User fails to complete any procedure or provide any notice required under these Terms or to the Company;
   (5) The Registration Information duplicates an existing registration;
   (6) The registered telephone number or email address has become unreachable;
   (7) The User has become insolvent, over-indebted, suspended or unable to

make payments, or has become subject to bankruptcy, civil rehabilitation, or other equivalent insolvency proceedings;

(8) The User has caused unreasonable nuisance or disturbance to other Users or third parties;

(9) The User falls under any of Items (3) through (6) of Paragraph 4 of Article 2, or any of the items under Article 13 of these Terms;

(10) The User, or a third party acting on behalf of the User, has engaged in any of the following acts: making violent demands; making unreasonable demands beyond legal responsibility; using threatening language or violence; spreading rumors, using deception, or exerting coercive influence to damage the Company's credibility or interfere with its business.

2. The Company may prohibit any User who has been subject to the measures set forth in this Article from using or accessing any of the Services provided by the Company in the future.
3. The Company may, at its discretion, withhold any payments or monetary amounts that would otherwise be payable to a User at the time such measures are taken, if the Company suspects the User's involvement in any illegal or improper activity or for other justifiable reasons.
4. In the event that a User requests withdrawal through the procedures prescribed by the Company, or if the Company cancels the User's account pursuant to Paragraph 1 of this Article, any Credits held in the User's account shall be forfeited.

Article4 （Amendment of these Terms）

To the extent permitted under applicable Laws and Regulations and in accordance with any procedures required thereunder (if any), the Company may, at its discretion, amend these Terms at any time within the scope not contrary to the purpose of the Service Agreement.

When the Company amends these Terms pursuant to the preceding paragraph, it shall notify or announce to the User all of the following matters: (i) the fact that these Terms will be amended; (ii) the contents of the amended Terms; and (iii) the effective date of the amendment.

The User shall be deemed to have agreed to the application of the amended Terms in any of the following cases: (i) when the User uses the Services on or after the effective date set forth in item (iii) of the preceding paragraph; or (ii) where the Company, in amending these Terms, sets a period for cancellation allowing the User to terminate, and the User does not terminate the Service Agreement within such period.

Chapter 2 Service Content and Conditions of Provision

Article5 （Provision of the Services, etc.）

1. The core functions and other details of the Services shall be as described on the Company's website or in the materials or other documentation related to the Services provided by the Company to the User. The Services shall apply to the applications included in the "Tektome" provided by the Company, as well as to any related applications that may be added by the Company in the future.
2. To the extent permitted under applicable Laws and Regulations, the Company may, at its sole discretion, subcontract all or part of the provision of the Services or related operations to the Company's Affiliates or other third parties (collectively, "Subcontractors").
3. The Company shall exercise reasonable due diligence in selecting Subcontractors and shall ensure by contract that such Subcontractors comply with these Terms and with the privacy and confidentiality policies separately established by the Company.
4. To the extent permitted under applicable Laws and Regulations, the Company makes no warranties, express or implied, with respect to the Services, any ancillary services, or any related matters, including, but not limited to, the accuracy of any data or information provided, the resolution of the User's business issues, improvement or enhancement of business performance or results, achievement of any specific outcome, or non-infringement of the rights or interests of any third party.

Article6 （Purchase and Use of Credits）

1. In order to use the Services, the User must utilize the Credits issued or granted by the Company.
2. The methods for obtaining Credits, conditions of use, validity period, expiration, balance confirmation, refund policy, and other related details shall be governed by Annex C: Tektome Credit Terms of Use.

Chapter 3 Service Environment, Access, and Conduct Restrictions

Article7 （User Environment）

The User shall, at its own cost and responsibility, prepare and maintain the necessary User Environment and connect it to the Company Environment.

Article8 （Use of Third-Party Software）

1. The Company may use third-party software in the operation and provision of the Services.
2. To the extent permitted under applicable Laws and Regulations, the Company makes no warranties, express or implied, with respect to any third-party software, including, but not limited to, non-infringement of the rights or interests of any third party.

Article9 （Management of End Users）

1. The Company (including the User, where the Company grants the User authority to issue end-user accounts) may issue end-user accounts to the End Users.
2. The User shall not permit the multiple End Users to share a single end-user account without the Company's prior written consent.
3. The User shall ensure that End Users are fully informed of, and comply with, the provisions of these Terms, and shall cause them to observe obligations at least equivalent to those imposed on the User under these Terms.
4. Any act performed by an End User in connection with the use of the Services, and any consequences arising therefrom, shall be deemed to have been performed by the User, who shall bear full responsibility therefor.
5. Article 2 paragraphs 7 through 9 and the following Article shall apply mutatis mutandis to end-user accounts, except where their nature renders such application inappropriate.

Article10 （Access Control）

1. The User shall not permit any third party other than the authorized End Users to use the Services beyond the scope of their legitimate authority.
2. The User shall bear the following obligations with respect to the access credentials granted to it:
   (1) Not to disclose or leak such credentials to any third party; and
   (2) To take reasonable measures, such as setting passwords, encryption, or access restrictions, to maintain their confidentiality.
3. If the User discloses or leaks its access credentials to a third party, or if such risk arises, the User shall immediately notify the Company thereof.
4. If access to the Services is made using the access credentials granted to the User, the Company may regard such access as having been made by the User.

Article11 （Updates to the Company Environment）

The Company may, at its sole discretion and without prior notice to the User, inspect, maintain, modify, or update the Company Environment at any time for purposes including, but not limited to, enhancing security, adding new features to the Services, maintaining or improving quality, and performing any other actions the Company deems necessary for the provision of the Services.

Article12 （Modification, Suspension, and Termination of the Services）

Matters concerning the modification, suspension, and termination of the Services shall be governed by the provisions of Article 11 of the MSA.

Article13 （Prohibited Acts）

In using the Services, the User shall not, and shall not cause any End User or third party to, engage in any of the following acts, or any act that may fall under any of the following:

(1) Acts that violate applicable Laws and Regulations, or public order and morality;
(2) Acts that infringe upon the rights or interests of, or cause damage, disadvantage, or discomfort to, the Company or any third party;
(3) With respect to the Service Components, engaging in any of the following:
    1. Using or utilizing the Service Components for any purpose other than the User's legitimate business purposes;
    2. Posting or publishing information, audio, video, images, or other content related to the Service Components on third-party websites, social networking services (SNS), or other media without the Company's prior approval;
    3. Placing an excessive load on the networks, systems, or other infrastructure used by or constituting part of the Service Components;
    4. Engaging in unauthorized access, hacking, or other activities that interfere with the provision or use of the Service Components;
    5. Analyzing, reverse engineering, disassembling, decompiling, or otherwise attempting to obtain, analyze, infer, or derive the source code, architecture, system configuration, AI models, model configuration, system instructions, prompts, or internal logic of the Service Components;
    6. Inputting any unauthorized data or instructions into the Service Components;
    7. Illegally obtaining any data in connection with the Service Components;
    8. Interfering with or obstructing the business operations of the Company through the use of the Service Components;
    9. Attempting to extract, infer, or obtain system prompts or system-level instructions, or hidden or embedded metadata, in connection with the Services or the Service Components;
    10. Attempting to extract, infer, or obtain model parameters, inference processes, safety constraints, proprietary datasets, templates, rules or algorithms owned or controlled by the Company, internal logs, evaluation traces, or debugging information, in connection with the Services or the Service Components;
    11. Using prompts, queries, or other means for the purpose of manipulating, overriding, circumventing, or disabling the intended behavior or safety restrictions of the Services (including so-called prompt hacking);
(4) Any other act that, in addition to those listed above, the Company

reasonably determines to be inappropriate in connection with the provision of the Services.

Chapter 4 Handling of Data and Information

Article14 （Warranties of User Data）

The User represents and warrants to the Company that the following statements are true and accurate:

(1) The User and the End Users have the legitimate authority to use the User Data within the Services and to disclose such User Data to the Company; and

(2) The use of the User Data by the User and the End Users does not infringe upon the rights or interests of any third party.

Article15 （Management of User Data）

1. The Company shall appropriately manage the User Data in accordance with applicable Laws and Regulations. Except as required under applicable Laws and Regulations or as expressly permitted under these Terms, the Company shall not disclose any User Data to third parties.
2. The Company shall be subject to management obligations equivalent to those set forth in Article 8 (Confidentiality) of the MSA with respect to the handling of User Data; provided, however, that this does not preclude the Company from using such data in the manner prescribed in the MSA and these Terms.
3. The Company shall not be responsible for the storage, preservation, or restoration of any User Data, nor shall it be liable for any loss or damage of such data.
4. The Company may, at its discretion, delete the User Data in the event that the Services are suspended or terminated, payment remains overdue for more than thirty (30) days, or the Service Agreement is terminated. The User acknowledges and agrees in advance that if the User Data is deleted upon termination of the Service Agreement, and the User later re-enters into a new Service Agreement to resume use of the Services, separate fees may be incurred for re-registering the User Data.
5. The Company may immediately delete, without prior notice to the User, any User Data that the Company deems to be in violation of the Service Agreement or applicable Laws and Regulations, or otherwise inappropriate.
6. Notwithstanding the first paragraph, to the extent permitted under applicable Laws and Regulations, the Company may disclose the User Data to its Subcontractors. When the Company discloses the User Data to its Subcontractors, it shall require such Subcontractors to comply with obligations equivalent to those set forth in Paragraphs 1, 2, and the preceding paragraph of this Article.

7. Matters concerning Intellectual Property Rights and licenses, personal information, and confidentiality under these Terms shall be governed by Articles 6, 7, and 8 of the MSA, respectively.

Chapter 5 Liability, Indemnification, and Damages

Article16 （Indemnification, Disclaimers, and Limitation of Liability）
Matters concerning indemnification, disclaimers, and limitation of liability under these Terms shall be governed by the provisions of Articles 9 and 10 of the MSA.

Chapter 6 Continuation and Termination of the Service Use Agreement

Article17 （Term, Termination, and Exclusion of Antisocial Forces）
Matters concerning the term, termination, and exclusion of antisocial forces under these Terms shall be governed by the provisions of Articles 4, 12, and 14 of the MSA.

Article18 （Effect of Termination of the Service Use Agreement）
1. Even if the Service Agreement is terminated, this Article and the following provisions shall remain in full force and effect; provided, however, that where any specific provision stipulates a validity period, such provision shall remain effective only for that period:
   (1) Article 2 (User Registration), Paragraph 5
   (2) Article 5 (Provision of the Service, etc.), Paragraph 4
   (3) Article 8 (Use of Third-Party Software), Paragraph 2
   (4) Article 9 (Management of End Users), Paragraph 4
   (5) Article 14 (Warranties of User Data)
   (6) Article 15 (Management of User Data)
   (7) This Article
   (8) Article 19 (Notice and Communication Method)
2. Notwithstanding the preceding paragraph, even after the Service Agreement is terminated, the provisions expressly stipulated in the MSA which applies in conjunction with these Terms to survive termination shall continue to remain effective between the parties in accordance with the MSA.
3. In addition to the preceding two paragraphs, any provisions that, by their nature, are intended to survive termination shall remain in effect between the parties even after termination of the Service Agreement.

Chapter 7 General Provisions

Article19 （Notice and Communication Method）

1. All notices and communications from the Company to the User concerning the Service shall be made in a manner deemed appropriate by the Company, and in principle, shall be sent to the email address provided by the User to the Company as part of its registered information. Such notice or communication shall be deemed to have been received by the User three (3) days after the transmission of the email.
2. Notices and communications concerning support between the Company and the End Users shall, in principle, be conducted through the online support tool designated by the Company. In addition, the Company shall also accept inquiries sent to the support email address designated by the Company. Such notices or communications shall become effective upon receipt by the Company.

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