Annex E: Professional Services Terms of Use

This Professional Services Terms of Use (hereinafter referred to as the “Terms”) sets forth the terms and conditions for the use of the Professional Services provided by Tektome Ltd (hereinafter referred to as the “Company”), pursuant to the Tektome Master Service Agreement (hereinafter referred to as the “MSA”) entered into 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.

Article 1 (Definitions)

Terms used in these Terms that have already been defined in the MSA shall have the same meanings as defined therein.

Article 2 (Service Request)

The User shall apply for the Professional Services by submitting a written request or application form prescribed by the Company (hereinafter referred to as the “Application”). The Service Agreement for the Professional Services shall be deemed concluded when the Company accepts such Application.

Article 3 (Specifications and Conditions)

The scope of work under the Professional Services (hereinafter referred to as the “Work”), including the Deliverables and deadlines, shall be governed by the contents of the Application.

Article 4 (Reporting)

The User may request the Company to provide periodic progress reports on the Work. Upon such request, the Company shall promptly report to the User.

Article 5 (Compensation for the Work)

The amount of compensation, payment terms, and other specific conditions related to the Work shall be as set forth in the Application. Compensation shall be paid using the Credits as defined in Annex C: Tektome Credit Terms of Use.

Article 6 (Expenses for the Work)

1. The following expenses required for the performance of the Work shall be borne by the User, within the scope pre-approved by the User:
   (1) Travel and accommodation expenses;
   (2) Expenses payable to third parties, such as costs for introducing and licensing paid software necessary for the User; and
   (3) Other essential expenses required for the execution of the Work.
2. Except for the expenses listed in the preceding paragraph, all other costs necessary for performing the Work shall, in principle, be borne by the Company.
3. The User shall pay the expenses set forth in Paragraph 1 together with the compensation for the Work, in accordance with the provisions of the preceding Article.

Article 7 (Term of the Agreement)

The term of the Work shall be as specified in the Application.

Article 8 (Completion of Work)

1. Upon completion of the Work, the Company shall issue a notice of completion to the User.
2. If the User has any objections to the completion of the Work, the User shall notify the Company in writing within five (5) business days from receipt of the notice of completion.
3. If the User does not provide such notice of objection within the aforementioned period, the Work shall be deemed to have been completed without objection.

Article 9 (Subcontracting)

1. To the extent permitted under applicable Laws and Regulations, the Company may, at its discretion, subcontract all or part of the provision of the Work and any related operations to the Company Affiliates or other third parties (hereinafter referred to as “Subcontractors”).

2. The Company shall exercise reasonable care in the selection of Subcontractors and shall ensure by contract that such Subcontractors comply with these Terms and with the Company’s separately established privacy and confidentiality policies.

Article 10 (Lending of Materials and Equipment, and Use of Facilities)

1. If, in the course of performing the Work, it becomes necessary to borrow or use any materials, equipment, or fixtures owned by the User, or to use the User’s workspace or electronic devices, the Company and the User shall discuss and determine the availability and conditions for such lending or use.

2. The Company shall store and manage any items lent or made available for use by the User with the due care of a prudent manager.

Article 11 (Ownership of Deliverables and Handling of Intellectual Property Rights, Including Patents)

Ownership of and Intellectual Property Rights, including patent rights, in the Deliverables resulting from the Work, as well as the right to file applications, share of rights, and any other related matters, shall be governed by the provisions of Article 6 of the MSA.

Article 12 (Compensation in the Event of Early Termination)

If the Service Agreement for the Professional Services is terminated prior to completion, whether by cancellation or for any other reason, the User shall pay the Company compensation corresponding to the portion of the Work performed up to the time of termination.