Cybozu Remote Service

Service License Agreement (Referece translation) - Cybozu, Inc.

To any legal entity, organization, and individual who has purchased the right (the "License") to use Cybozu Remote Service (the "Service") of Cybozu Inc. ("Cybozu"):
This Service License Agreement (the "Agreement"), having legal effect on relationship between Customer and Cybozu, stipulates the content and terms and conditions of the Service. The Customer shall be deemed to have agreed to the binding effect of the provisions of the Agreement, at the time when the Customer submits to Cybozu an application for purchase of the Service, if the Customer had any access to the Agreement or any opportunity to confirm the content of the Agreement prior to application for purchase, or at the time when the Customer breaks the protective seal attached to the registration key certificate, if the Customer had not have such access or opportunity prior to the application. In addition, the Service uses Amazon Web Services ("AWS"), By agreeing to this Agreement, the Customer shall be deemed to have agreed to the Agreement, relating to the use of AWS or any other agreements as otherwise provided by Amazon Web Services, Inc. (https://aws.amazon.com/jp/agreement/)
Cybozu shall be entitled to amend the provisions of the Agreement, and if such amendment takes place, the amended provisions of the Agreement shall apply to the fees and other terms and conditions. Additionally, in the event that Cybozu intends to amend the provision of the Agreement, Cybozu shall give notice on such amendment to the Customer, no later than two (2) weeks prior to the amendment, by methods provided by Cybozu including posting on its website; provided however, that such prior notice may be omitted in the case of a minor change such as correction of wording that may not be detrimental to the Customer. However, the latest Agreement shall apply irrespective of whether the Customer recognizes such amendment.

1. Application Procedure
(1) When the Customer wish to sign up with Cybozu for the use of Registered service, the Customer will be asked to submit information specified by Cybozu for the purpose of identifying the content of the Customer's signing up including the Customer's name (hereinafter collectively called "Customer's information, etc.") in a way specified by Cybozu such as through a website.
(2) If any of the following is applicable, Cybozu may disapprove the application for use, or withdraw its approval if it is after the application has been approved:
a) It is determined by the Company that the applicant for the Service may fail to fulfill its contractual obligations in connection with the application;
b) The applicant for the Service has falsified information on the application form for the Service; or
c) Any other things that are deemed inappropriate by Cybozu

2. Change notice of Customer information
(1) Upon occurrence of any change to the information of the Customer, the Customer shall immediately gives notice on such changes to Cybozu.
(2) When the notice described in the preceding paragraph is given, the Customer may be required to present a document evidencing that the notified changes are true and correct to Cybozu.
(3) After receiving a notice on changes to the Contact Information, Cybozu shall send all future communications and notices to Customer in accordance with the changed Contact Information. Should the Contact Information be changed without the notice set forth in the paragraph 1 of this Article, Cybozu and a Service Subcontractor shall not be responsible for any damage suffered by the Customer, user of the Service or any third party as a result of any notice or communications sent in accordance with the previous Contact Information or any inability to contact the customer.
(4) Cybozu shall use the Contact Information received from the Customer for the purposes of providing and managing the Service and providing Customer with information and support in connection with the Service.

3. Alteration of a contract
If the Customer wishes to use the Service in excess of the number of the registered users, the Customer will be asked to submit information specified by Cybozu in a way specified by Cybozu such as through a website.
However, the Customer may not reduce the number of the registered users during the Service period. Furthermore, Cybozu shall not refund the Customer for any charges that has already been paid by the Customer.

4. Termination
(1)The Customer may not terminate th e Agreement during the Service period. Furthermore, Cybozu shall not refund the Customer for any charges that has already been paid by the Customer.
(2)Cybozu may cancel the Service Agreement without notice to the Customer if any of the following has occurred to the Customer:
a) The Customer is in violation of any of the provisions in this Agreement.
b) It is discovered that the Customer falsified information when applying for the Service; or
c) A petition for bankruptcy procedure, special liquidation, civil rehabilitation, corporate reorganization, or corporate consolidation is voluntarily made or made against the Customer by others;
d) Provisional attachment, provisional disposition, auction, or seizure as a result of delinquent tax payment is imposed; or A check is dishonored, or bank transaction is suspended.
e) It is determined by Cy b o z u that the applicant for the Service may fail to fulfill its contractual obligations in connection with the application;
f) Any other acts that are deemed inappropriate by Cybozu
(3) Once the Agreement is terminated, the Customer shall be obliged to completely delete all information related to the Remote ID and Digital Certificate, and any and all reproductions thereof from the computer(s) and cease to use and/or try out the Service. Furthermore, Cybozu shall not refund the Customer for any charges that has already been paid by the Customer.

5.Service user
Only Access user could use this service.
"Access user" means persons Customer designate as a user of the Service out of Registered users.
"Registered user" means persons who get registered in Cybozu Software as a person who is to try it out. Customer is authorized to register as a Registered user only his/her corporate or organizational members, in other words, Customer may not register any persons other than his/her members as a Registered user.

6. Service Period
(1) The Term of Service shall be the period "starting from the date of issuance of Remote ID to the Customer from Cybozu after Cybozu's approval of the Customer's application and ending on the Service Expiration Date", irrespective of when the application date or initial date of use is. The following measures apply in the case of continuing or ending the Service Period. In the case of continuing the Service Period, the customer should apply by the end of the Service Period in the manner prescribed by Cybozu. The intention to continue the Service shall be recognized only once the application has been confirmed. The Service shall continue starting from the day after the final day of the Service Period, and the Service shall continue for one year according to the content and conditions of the application made to continue the Service, and in the same way thereafter. In the case of no application being made, or in the case of the intention to end the Service being made explicit, the Service Contract shall end on the last day of the Service Period.

7. Service License Fee
(1) The Service Fee for the Service shall be separately determined. The types of License and the Service Fee which are required for the Customer vary depending on number of permitted users and the type of option of the Service.
The Customer is kindly asked to install the terminals and maintain technical standards and requirements that are necessary for the use of the Service. Additionally, the Customer shall be responsible for implementing such installation and maintenance at its own cost.
(2) The Customer is kindly asked to install the terminals and maintain technical standards and requirements that are necessary for the use of the Service. Additionally, the Customer shall be responsible for implementing such installation and maintenance at its own cost.
(3) If the Customer continually fails to pay service charges and other obligations (excluding penalty interest) which are past due, the Customer shall pay Cybozu a penalty interest computed at the rate of 14.5% per annum for the number of days commencing from the day following the due date until the day before the payment is made.

8. Prohibited activities
The Customer are required to refrain from the following activities in using this service.
a) Any act that duplicate, distribute, lend, transmit, lease or pledge the Service for any third party.
b) Any act that duplicate, modify, change or translate any document in relation to the Service
c) Any act that may harm or damage property, credit or reputation of Company or third parties
d) Any act that is offensive to public order and morals. Offense against law or treaty whatever it may be intentional or accidental
e) Act hampering the operation of the Service and all other services provided by Cybozu or act which Cybozu considers as the one that could lead to do so
f) Act which tarnishes credibility or honor of the Service and all other services provided by Cybozu or
g) Act which, according to Cybozu, is suspected to do so
h) Any act that assign, transfer or sublicense the right to use or try out the Service to any third party.
i) Any other acts that are deemed inappropriate by Cybozu

9. Confidentiality Obligation and Prohibition of Unauthorized Use of Remote ID and Digital Certificates
(1) The Customer shall update an expired Digital Certificates in a manner designated by Cybozu. If the Customer fails to update an expired Digital Certificates, the Customer may not be available for the Service.
(2) The Customer shall not, either intentionally or negligently, disclose or divulge to any third party any and all information related to the Remote ID and Digital Certificate, before or after the termination of the Service.
(3) Any unauthorized use of the Remote ID and Digital Certificate in violation of the Agreement shall be prohibited.
(4) The Customer shall contact Cybozu right away if the Customer suspect misuse of Remote ID and Digital Certificate or any security breach in the Service. The Customer is responsible for all activity that takes place with Remote ID and Digital Certificate.
(5) If any of the following events occurs, Cybozu may take necessary action including, but not limited to, disclosure of access logs and customer information to third parties, suspension of service;
a) when it is necessary to satisfy legal request or legal process,
b) when Cybozu determines that it is necessary to protect rights of Cybozu, other customers or the third party,
c) when Cybozu deems to be necessary.

10. Temporary Suspension of Service

(1) If any of the following events occurs, Cybozu may temporarily or emergently suspend provision of the Service:
a) When maintenance of Service system necessary for provision of the Service or maintenance or engineering work for telecommunication equipment is required or when any unavoidable fault occurs to such system or equipment;
b) When it is determined that the normal provision of the Service becomes difficult as a result of significant load or fault within the Service system;
c) When any possibility is recognized that the Customer or third party may be severely damaged as a result of provision of the Service; or
d) When the provision of the Service becomes difficult as a result of termination or suspension of telecommunication service by AWS or any other telecommunication corporation or foreign telecommunication business entity.
e) when Cybozu is rendered unable to provide its service due to act of God and so on;
f) when operation or technology prevents Cybozu' supplying Services temporarily.
(2) In principle, Cybozu shall not accept any request of emergency suspension from the Customer or third party.
(3) The Customer shall acknowledge that Cybozu shall not be liable for any damage suffered by the Customer and/or third party as a result of suspension of the Service or failure to suspend the Service.

11. Termination of Service
Cybozu shall be entitled to terminate the Service under the Agreement in whole, at its own discretion. In case when the Service is to be terminated in whole, Cybozu shall give notice to the Customer three (3) months prior to the date of termination at the latest, by methods provided by Cybozu.

12. Scope of warranty
(1) Cybozu hereby warrants to the Customer that the Service shall be not suspended over 24 hours without a break (excluding stipulated in Article 7) as the cause of Service system malfunction. If Cybozu confirms that Cybozu violates the warranty obligation, Cybozu shall warrant the following at Cybozu's choice as required by the Customer;
a) reducing service fee from the month following the month that includes the day of such violation, or
b) extends the service term. Cybozu shall calculate the number of days every 24 hours of service suspension time as one day.
Cybozu shall determine the amount of reduction of services fee or the extension of the service period from the calculated days to maximum one month.
(2) Notwithstanding the foregoing paragraph, the warranty by Cybozu hereunder shall not cover any suspension of the Service;
a) arising from any Service provided by Cybozu before the Service is officially released such as trial version, evaluation version, and early release version, regardless of the names such as "beta version," "RC version," and "operation review version";
b) arising from the users environment to use the Service including the operating system, hardware structure, and network environment;
c) or not arising from Cybozu.
(3) The request under the preceding paragraph shall be submitted within sixty (60) days from the event of violation, and a document evidencing the purchase of the Service License and another document evidencing the fact of such violation and violation date shall be attached to the request.
(4)The Customer hereby acknowledges and agrees that the warranty stipulated in the Article 9(1) is the sole and exclusive warranty in connection to the use of the Service, and that any other risk shall be solely borne by the Customer. CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY CONCERNING THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, USE, ACCURACY, TITLE OR NON-INFRINGEMENT. IN ADDITION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CYBOZU MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE CUSTOMER'S USE OF THE SOFTWARE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DOES CYBOZU MAKE ANY WARRANTY, AND CYBOZU SPECIFICALLY DISCLAIMS ALL WARRANTY, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE SERVICE WILL BE COMPATIBLE WITH THE CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK OPERATING ENVIRONMENT.MOREOVER, ANY INFORMATION OR ADVICE OF CYBOZU, WHICH IS EITHER IN ORAL FORM OR IN WRITING, SHALL NOT BE DEEMED AS PROVISION OF ANY ADDITIONAL WARRANTY AND SHALL NOT EXTEND THE SCOPE OF TERMS AND CONDITIONS OF THE AGREEMENT IN ANY SENSE. WHATSOEVER. Cybozu may change or discontinue the provision of service(s) incidental to this Software without Customer's prior consent. Cybozu cannot permanently warrant the environment surrounding this Software provided at the time of signing of this Agreement.

13. Limitation of liability
(1) THE LIABILITY OF CYBOZU UNDER THE AGREEMENT SHALL NOT EXCEED THE MONTHLY FEE OF THE MONTH, PROVIDED THAT CYBOZU SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGE, INCLUDING BUSINESS LOSS, DAMAGE CAUSED BY SUSPENSION OF BUSINESS, DAMAGE CAUSED BY COMPUTER FAULT OR ANY OTHER COMMERCIAL DAMAGE AND LOSS, IN CONNECTION WITH THE USE OF THE SERVICE, USE OF OTHER SERVICES THROUGH THE SERVICE, DISUSE OF THE SERVICE AND/OR DISUSE OF OTHER SERVICES THROUGH THE SERVICE. CYBOZU SHALL NOT BE RESPONSIBLE THAT CYBOZU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR THE DIRECT LOSS IS DUE TO GROUNDS NOT ATTRIBUTABLE TO CYBOZU.
(2) IF THE CUSTOMER CAUSES DAMAGE TO CYBOZU OR THIRD PARTY THROUGH THE USE OF THE SERVICE, THE CUSTOMER SHALL COMPENSATE CYBOZU OR THIRD PARTY AT THE CUSTOMER'S OWN RESPONSIBILITY AND EXPENSE, AND CUSTOMER SHALL NOT REQUIRE ANY INDEMNIFICATION AND COMPENSATION.
(3) IF A DISPUTE BETWEEN CUSTOMER AND THIRD PARTY ARISES THROUGH THE USE OF THE SERVICE, THE CUSTOMER SHALL RESOLVE THE DISPUTE WITH THIRD PARTY AT THE CUSTOMER'S OWN RESPONSIBILITY AND EXPENSE, CYBOZU SHALL NOT HAVE ANY LIABILITY WHATSOEVER.
(4) NEITHER CYBOZU NOR SERVICE SUBCONTRACTOR SHALL PROVIDE ANY WARRANTY ON INTEGRITY, ACCURACY, CERTAINTY OR USABILITY OF THE CONTENT OF THE SERVICE AND INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICE.

14. Copyright, etc.
(1) Cybozu and/or any suppliers thereto, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to the Service, including any program, software, files, documents and drawings in relation thereto.
(2) The Service shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights. Therefore, the Customer shall be obliged to handle the Service complying with such acts, laws, regulations, rules, and treaties.
(3) The providers of the contents, to which the Customer may access from or through the Service, retain any and all rights, titles and interests, including copyrights and other intellectual property rights, in and to such contents. Such contents shall be protected by any acts, laws, regulations, rules, and treaties in relation to copyright and other intellectual property rights.

15. Governing Law and Miscellaneous Rules
(1) The Agreement shall be governed by the laws of Japan without giving effect to any principles of conflicts of laws.
(2) Regarding the Agreement or the Service based on trade in Japan, all disputes, controversies or differences which may arise between the parties shall be finally

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settled by a district court in Tokyo as the court of first instance.
In addition, regarding the Agreement or the Service based on overseas trade, all disputes, controversies or differences which may arise between the parties shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

16. Other Provisions
(1) Cybozu may change or add the global IP address of the relay server without notice to the Customer.
(2) Cybozu may subcontract the Service to a third party, either in whole or in part, without obtaining prior approval of the Customer. However, Cybozu be responsible for the third party.
(3) If any problem which is not stipulated under the Agreement and Service Content Explanatory Leaflet arises in connection to the use of the Service, the Customer and Cybozu shall discuss with each other in good faith to resolve the problem.
(4) If any limitation under applicable laws and regulations is imposed on any of the provisions of the Agreement, such provision shall be effective within the scope permitted by the laws and regulations. Additionally, even if any of the provisions of the Agreement is rendered invalid under applicable laws and regulations, other provisions shall remain in full force and effect.
(5) The Japanese version of this Agreement shall be the original. If there are any arguments between different language versions, the Japanese version shall apply.