Matlantis™ Terms of Use

These Matlantis Terms of Use (hereinafter referred to as "**Terms of Use**") set forth the relationship of rights and obligations between Preferred Computational Chemistry, Inc. (hereinafter referred to as "**Licensor**") and corporate/individual subscribers who have applied for the use of Matlantis via the Matlantis application form (hereinafter referred to as "**Customer**"). Customer shall read, fully confirm, and agree to all terms and conditions described in these Terms of Use before using the service.

Article 1 (Provision of the Service)
1. Licensor provides a cloud-based materials informatics service called Matlantis (hereinafter referred to as the "**Service**") via the Internet in accordance with the Matlantis Service Specification separately provided by Licensor to Customer (hereinafter referred to as the "**Service Specification**").
2. In the event that Licensor needs to modify, add to, or make other necessary changes to the provisions of these Terms of Use or the Service Specification, Licensor may make such changes after obtaining the consent of Customer.
3. Notwithstanding the provision of the preceding Clause, Licensor may amend these Terms of Use or the Service Specification, and Customer will be deemed to agree to the change in any of the following cases, where Licensor shall determine the effective date of the change, and notify Customer of the fact that these Terms of Use or the Service Specification are to be changed, the content of the change, and the effective date of the change via the Internet or other appropriate methods.
   (1)   The change or addition is in the general interest of Customer.
   (2)   The change or addition is not contrary to the purpose for which these Terms of Use were entered into, and is reasonable in light of the necessity, reasonableness of the content, and other circumstances pertaining to the change or addition.

Article 2 (Period of Service Use)
1. The contract between Customer and Licensor under these Terms of Use shall become effective upon the earlier of (i) Customer's acceptance of the Quotation provided by Licensor by submitting the Matlantis Application Form, or (ii) Licensor's acceptance of the Matlantis Application Form submitted by Customer.
2. The license period, fees, and payment conditions of the Service shall be as separately agreed upon between both parties. Transfer fees for the payment shall be paid by Customer.
3. The period of the Service for Customer of the annual subscription plan will be automatically extended for one year, unless either party makes a separate written notice at least one month prior to the expiration of the Service, and the same shall apply thereafter. In this case, the due date for payment of the Service fees shall be the anniversary of the due date as separately agreed upon between both parties (if the date falls on a bank holiday, the business day prior to the date).
4. If the consumption tax or other applicable tax rates are revised during the Service period, Licensor may charge Customer the difference between the tax due at the previous tax rate and the tax due at the revised tax rate for the Service fees for the period during which the revised consumption tax rate is in effect. Customer shall pay the amount by the date stated in the invoice issued by Licensor by bank transfer to the bank account designated by Licensor.

Article 3 (Compliance with Laws and Prohibited Acts)
1. Customer agrees to comply with all applicable laws and regulations (including the Foreign Exchange and Foreign Trade Control Law and the Export Trade Control Order of Japan, the Export Administration Regulations (EAR) of the United States, and other local export and import

regulations) in connection with the use of the Services.

2. Customer may not engage in any of the following acts when using the Service:

(1) Infringe the rights or interests of Licensor or other users of the Service (including acts that directly or indirectly induce such infringement);

(2) Infringe the intellectual property or other rights or interests of Licensor or any third party (including acts that directly or indirectly induce such infringement);

(3) Send information that contains a computer virus or other harmful computer program to the server of the Service;

(4) Overload the network or other system of the Service;

(5) Regenerate a computer program or software with the same or similar functions as the Service by using both the input data (as defined in Clause 1-(1) of Article 8) and output data (as defined in Clause 1-(1) of Article 8) of the Service (hereinafter referred to as "**Regeneration of Models**");

(6) Reverse-engineer or analyze software or other systems provided by Licensor;

(7) Acts that may interfere with the operation of the Service;

(8) Falsify the processing result by the Service;

(9) Unauthorized access to Licensor's network or other system;

(10) Use the account of other users of the Service;

(11) Collect information on other users of the Service;

(12) Interfere with other users in their use of the Service;

(13) Acts that are contrary to the Service Specification;

(14) Acts that are related to criminal acts or are offensive to public order and morals;

(15) Violate laws, regulations, or internal rules of the industry association to which Customer or Licensor belongs;

(16) Use of the Service in any country or region other than the country or region permitted by Licensor;

(17) Use of the Service for the development, manufacture, or use of Weapons of Mass Destruction(*1) or Conventional Weapons(*2)

(18) Other acts equivalent to any of the preceding items

3. If Licensor determines that a User (defined in Clause 2 of Article 9) violates or may violate any of the preceding cases, Licensor may (i) delete all or part of the information sent to the server of the Service or (ii) cancel or suspend the license of the Service and provision of all or part of the Service without prior notice to Customer. Licensor will not be liable for any damage to Customer that arises from the measure taken by Licensor in accordance with this clause.

Article 4 (Stopping and Suspension of the Service)

Licensor may stop or suspend the provision of all or part of the Service without prior notice to Customer in any of the following events:

(1) In the event that urgent inspection or maintenance of the network or computer system related to the Service is conducted.

(2) In the event that Licensor becomes unable to operate the Service due to such reasons as a failure of computers or communication lines (including network failure in servers), misoperation, traffic spike, unauthorized access, and hacking.

(3) In the event that Licensor becomes unable to operate the Service due to disruptions of communication lines or damage to the data center caused by force majeure, such as an earthquake, lightning, storm, flood, and other natural disasters, fire, or power outage.

(4) In the event that a third party intentionally destroys the system or equipment used to provide the Service, or commits an act of malfunctioning the said system or equipment.

(5) In any other event where Licensor deems it necessary to stop or suspend the Service.

Article 4-2 (Audit)

1. Licensor may request a report from Customer to confirm the use of the Service by the Customer, and the Customer shall promptly report to Licensor.

2. Licensor may conduct an audit at Customer's place of business (or online) upon prior notice to Customer, if Licensor deems it necessary to confirm the use of the Service and the fulfillment of contractual obligations under this Agreement. Upon prior consultation with the client, the audit shall be conducted in a manner and method that does not interfere with the Customer's ordinary business activities.

3. Licensor shall bear the costs associated with the audit described in the preceding paragraph, provided, however, that the Customer shall bear the costs of the audit if as a result of the audit, it is confirmed that the client is in breach of this Agreement.

Article 5 (Disclaimer of Liability)

Licensor will not be liable for any of the following events:

(1) In the event that Customer or their related party suffers damage due to the unavailability of the Service as a result of its stopping or suspension under the foregoing article

(2) In the event that damages such as loss of Customer data, server shut down, and business suspension are incurred or the Service is unable to output an appropriate processing result due to failures of hardware such as the data center, system failure caused by a computer virus or others, or operations by Customer (including operational mistakes and incorrect data input).

(3) In the event that the Service is unable to output an appropriate processing result due to methods, data input, or other manners that do not meet the requirements described in the Service Specification.

(4) In the event that Customer are unable to use the Service due to a login error to the Service or due to the use of their account by a third party.

(5) In other events that are equivalent to the preceding paragraphs.

Article 6 (Waiver of Warranties)

1. LICENSOR MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, THAT THE SERVICE WILL MEET THE SPECIFIC PURPOSES OF Customer, THAT THE SERVICE WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, THAT THE PROCESSING RESULTS OF THE SERVICE WILL BE ACCURATE OR REPRODUCIBLE (UNLESS OTHERWISE SPECIFIED IN THE SERVICE SPECIFICATION), THAT THE SERVICE WILL HAVE THE EXPECTED FUNCTIONS, MERCHANTABILITY, ACCURACY, OR USEFULNESS, THAT THE USE OF THE SERVICE BY Customer WILL CONFORM TO THE LAWS AND REGULATIONS APPLICABLE TO Customer, OR THE INTERNAL RULES OF ANY INDUSTRY ORGANIZATION, THAT THE SERVICE WILL BE CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF DEFECTS.

2. Customer SHALL USE THE SERVICE AT THEIR OWN RESPONSIBILITY, AND LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO Customer ARISING FROM THE USE OF THE SERVICE BY Customer.

3. Customer SHALL BE RESPONSIBLE FOR RESOLVING ANY TRANSACTIONS, DISPUTES, OR OTHER MATTERS THAT OCCUR BETWEEN Customer AND A THIRD PARTY IN RELATION TO THE SERVICE.

Article 7 (Ownership of Intellectual Property Rights)

1. The copyright of original programs created independently by Customer in the Service (including the rights stipulated in Article 27 and Article 28 of the Copyright Act; hereinafter, the same) and

Output Data (as defined in 1(1) of Article8) belong to Customer.

2. All rights (including, but not limited to, copyrights and other intellectual property rights) to the texts, images, programs, and other data that constitute the Service or that Licensor provides to Customer in connection with the provision of the Service belong to Licensor or a third party that has such rights, except for materials created independently by Customer.

Article 8 (Duty of Confidentiality)

1. Customer and Licensor shall not use the following information and materials provided or disclosed by the other party in connection with these Terms of Use (hereinafter referred to as "**Confidential Information**," and the party who receives the provision or disclosure of Confidential Information is referred to as "**Recipient**") for any purpose other than the use, provision, or improvement of the Service, or support related to the Service, and shall strictly manage Confidential Information with the due care of a good manager, and shall not disclose or leak Confidential Information to any third party without the prior written consent of the other party who provided the information.

   (1) Data entered into the Service (including the structure and property data of R&D target materials, hereinafter referred to as "**Input Data**") and information produced as a result of entering Input Data to the Service (hereinafter referred to as "**Output Data**")

   (2) Information that has been disclosed in writing, orally, by electromagnetic record, or by any other method of disclosure, and which falls under either of the following:

   　　(i) Information whose confidentiality is clearly marked on the medium containing the said information by labeling it as "Confidential Information," "Confidential," or by any such indication.

   　　(ii) Any other information that is disclosed by methods that make it physically impossible to indicate its confidentiality as described in the preceding paragraph, and that is notified at the time of disclosure that the information is confidential, and that the outline of the information is specified in writing or by electromagnetic record and the said information is clearly indicated to be confidential within 30 days after the disclosure.

2. Notwithstanding the provisions of the preceding clause, any of the following information will not be regarded as Confidential Information:

   (1) Information that was already in the lawful possession of Recipient at the time of the disclosure.

   (2) Information that was already publicly known at the time of the disclosure.

   (3) Information that has become public knowledge since the disclosure for reasons not attributable to Recipient.

   (4) Information created independently by Recipient without referencing or using the Confidential Information disclosed by the other party.

   (5) Information lawfully obtained by Recipient without owing a duty of confidentiality from a third party with legitimate title who does not owe a duty of confidentiality to the other party.

3. If Confidential Information is disclosed to a third party based on the prior written consent of the other party, and the third party is not legally obligated to maintain confidentiality, Recipient shall ensure that such third party will assume and comply with the duty of confidentiality on a level equal to or higher than that assumed by Recipient under these Terms of Use. If the third party neglects its duty of confidentiality, Recipient shall be deemed to have failed to fulfill its duty as set forth in Clause 1.

4. Customer shall not analyze Confidential Information by decompilation, Regeneration of Models, or other reverse-engineering methods.

5. Upon request of the other party or when the Service period has ended, Recipient shall promptly return, dispose of, or erase the Confidential Information and the medium containing it according to the instructions of the other party.

6. Notwithstanding the provisions of the preceding Clause, Recipient may continue to retain

Confidential Information; (a) that is automatically reproduced and stored by Recipient's normal internal data backup system and is practically difficult to delete, (b) that is required to be retained by laws and regulations, or (c) that is included in internal decision-making materials required to be retained by Recipient's internal rules. In such cases, the duty of confidentiality under these Terms of Use will continue to apply to the media in which such Confidential Information is described or recorded.

7. Notwithstanding the provisions of Clause 1, Licensor may provide or disclose Confidential Information received from Customer to a contractor whom Licensor has contracted to the support of the Service (including subcontractors whom the contractor has subcontracted to do part of the support operation, and hereinafter referred to as "**Contractor**" in this article) solely for the purposes of providing or improving the Service or providing support related to the Service. In such cases, Licensor shall require Contractor to comply with the same or higher level of the duty of confidentiality that Licensor owes under these Terms of Use, and Licensor shall be deemed to have failed to comply with the duty of confidentiality set forth in Clause 1 if Contractor neglects its duty of confidentiality.

8. Notwithstanding the provisions of Clauses 1 and 7, Licensor shall not browse or use the Input Data and Output Data for any purpose, without the consent of Customer, and shall not provide or disclose it to Contractor.

Article 9 (Accounts and Personal Information)

1. Licensor shall grant Customer the number of accounts subscribed by Customer in accordance with the provisions of the Service Specification.

2. Customer may assign the granted accounts only to officers, employees, or others who belong to or are employed by Customer (hereinafter referred to as "**Users**".) (This, however, will not apply if otherwise agreed with Licensor.) Customer shall input and manage the personal information of Users who are assigned to the accounts and will be responsible for the management of the accounts granted to Customer by Licensor.

3. Customer and Users shall not allow a third party to use the accounts, and Licensor shall not be liable for any damage arising from the use of the accounts by a third party.

4. Licensor shall properly handle the personal information of Users in accordance with the privacy policy established by Licensor when such information is received in the course of providing the Service.

5. Customer are obligated to ensure that Users comply with these Terms of Use, and Licensor may suspend their accounts or take any other action that Licensor deems necessary when Customer or Users violate these Terms of Use.

Article 10 (Elimination of Antisocial Forces)

1. Customer or Licensor may terminate the contract based on these Terms of Use with the other party without any notice if the other party is an organized crime group, a member of such group, a former member who ceased to be a member of any organized crime group within the past five years, a person who is equivalent to a member of an organized crime group, a company affiliated with any organized crime group, a sokaiya corporate extortionist, a group engaging in criminal activities under the pretext of conducting social campaigns, or an organized crime group specialized in intellectual crimes, or any other person or group equivalent thereto (hereinafter referred to as "**Antisocial Forces**"), or if the other party is found to have any of the following relationships with an Antisocial Force:

(1)   When the other party is considered to be in effect controlled by an Antisocial Force

(2)   When the other party is considered to be engaged in activities that provide funds or benefits to an Antisocial Force or in other activities to support the sustenance and operation of an

Antisocial Force.

    (3)   When the other party is considered to have wrongfully used an Antisocial Force in order to improperly benefit itself or to cause damage to a person or group other than itself.

    (4)   When any of its officers or any person substantially involved in the management of the other party is recognized as having a socially reprehensible relationship with an Antisocial Force.

2.   Customer or Licensor may terminate the contract based on these Terms of Use with the other party without any notice if the other party, either by itself or by a third party, commits any act of violent demand, of unreasonable demand beyond the legally permissible extent, of using threatening words, actions or violence in transactions, of damaging credibility or obstructing business by spreading rumors or by fraud or force, or any other act equivalent thereto.

3.   Customer and Licensor warrant that they and their contractors are not Antisocial Forces, do not have any relationship described in the paragraphs of Clause 1 with an Antisocial Force, and that this will remain the same in the future.

4.   Customer or Licensor shall immediately terminate a work contract with their contractor or take measures to terminate the contract if it is discovered after work is contracted that the contractor is an Antisocial Force or has a relationship described in any paragraph of Clause 1 with an Antisocial Force.

5.   When a contract based on these Terms of Use is terminated in accordance with this Article, the party who terminates the contract will not bear any responsibility for any damage caused to the other party as a result of the termination, and may, on the other hand, demand compensation from the other party for any damage caused to itself as a result of the termination.

Article 11 (Compensation for Damages)

1.   CUSTOMER OR LICENSOR, IN RELATION TO THE FULFILLMENT OF A CONTRACT BASED ON THESE TERMS OF USE, MAY DEMAND COMPENSATION FROM THE OTHER PARTY ONLY FOR DAMAGES THAT ARE NORMALLY CAUSED AND ACTUALLY SUFFERED AS A DIRECT RESULT OF REASONS ATTRIBUTABLE TO THE OTHER PARTY.

2.   THE AMOUNT OF DAMAGES FOR WHICH CUSTOMER OR LICENSOR WILL BE OBLIGATED TO COMPENSATE WITH REGARDS TO THE FULFILLMENT OF A CONTRACT BASED ON THESE TERMS OF USE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES FOR THE USE OF THE SERVICE FOR SIX MONTHS (OR THE CONTRACT PERIOD IF THE CONTRACT PERIOD IS LESS THAN SIX MONTHS) UNDER THE CONTRACT AT THE TIME WHEN THE EVENT CAUSING SUCH CLAIM FOR DAMAGES OCCURRED, AND IN NO EVENT SHALL CUSTOMER OR LICENSOR BE OBLIGATED TO COMPENSATE FOR DAMAGES IN EXCESS OF THIS AMOUNT.

3.   THE PROVISIONS OF THE PRECEDING CLAUSE DO NOT APPLY IN THE CASE OF DAMAGE CAUSED BY THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CONCERNED PARTY.

Article 12 (Termination of Contract)

1.   Licensor may immediately and without notice suspend the use of the Service or prospectively cancel the contract with Customer based on these Terms of Use if any of the following events occurs to Customer:

    (1)   When Customer of a paid plan delays payment of the Service fees for two months or more;

    (2)   When a default by Customer is not corrected despite a notice for a reasonable period of time;

    (3)   When Customer breach the provisions of these Terms of Use and the breach is material; or

(4)   When a petition is filed against or by Customer for suspension of payment, provisional seizure, foreclosure, auction, bankruptcy, commencement of civil rehabilitation proceedings, corporate reorganization proceedings, or commencement of special liquidation.

2.   Customer will naturally lose the benefit of time and shall immediately repay all monetary obligations owed to the other party if any of the events in the preceding clause occurs to Customer.

3.   Customer may immediately and prospectively cancel the contract based on these Terms of Use with Licensor if any of the following events occurs to Licensor:

(1)   When Licensor breaches the provisions of these Terms of Use and the breach is material; or

(2)   When the provision of the Service is significantly delayed or becomes impossible due to reasons attributable to Licensor.

Article 13 (Contract Period)

1.   A contract based on these Terms of Use between Customer and Licensor shall remain in effect from the time stipulated in Article 2.1 until the expiration of the term of the Service.

2.   Notwithstanding the preceding clause, this clause and Article 8 (Duty of Confidentiality) will remain in effect for a period of five years after the termination of such contract, and the provisions of Article 6 (Waiver of Warranties), Article 7 (Ownership of Intellectual Property Rights), Clause 4 of Article 9 (Accounts and Personal Information), Article 11 (Compensation of Damages), Article 16 (Prohibition of Assignment of Rights and Obligations), Article 18 (Governing Law) and Article 19 (Dispute Resolution) will remain in effect after the termination of the contract

Article 13-2 (Effect of Contract Termination)

1.   If Customer cancel the contract as per Clause 3 of Article 12, or if the contract is terminated during the period of use due to the discontinuation of the Service by Licensor as per Article 14, Licensor will refund to Customer the amount equivalent to the fees for the unfulfilled period of use, which is calculated on a pro-rata basis, after deducting the cost of initial setup for providing the Service from the Service fees paid in advance.

2.   Except in the case of the preceding clause, or unless otherwise explicitly provided in these Terms of Use, Licensor will not be obligated to refund paid service fees to Customer in the event of cancellation or termination of the contract during the period of use for reasons other than those set forth in the preceding clause.

Article 14 (Discontinuation of the Service)

If Licensor notifies Customer in writing at least one month prior to the date on which the provision of all or part of the Service is discontinued (hereinafter referred to as the "**Service Discontinuation Date**"), Licensor may stop providing all or part of the Service on the Service Discontinuation Date and cancel all or part of the contract based on these Terms of Use with Customer.

Article 15 (Relationship with Other Contracts)

1.   These Terms of Use set forth the agreement between any Customer and Licensor as of the date on which the Customer has agreed to these Terms of Use, and if there is any discrepancy between the provisions of these Terms of Use and any discussions between the Customer and Licensor, or materials, or proposals or any other documents provided by one part to the other party prior to the Customer's agreement to these Terms of Use, the provisions of these Terms of Use shall prevail.

2.   In the event of any inconsistency between an agreement separately entered into between the Customer and Licensor (any agreement that has been stamped by an authorized person of each party or has been processed by electromagnetic means in lieu thereof) and the provisions of these Terms of Use, the provisions of the former shall prevail.

3. If there is any discrepancy in content between the Service Specification and the provisions of these Terms of Use, the provisions of these Terms of Use shall take precedence.

Article 16 (Prohibition of Transfer of Rights and Obligations)

Customer and Licensor shall not, without the prior written consent of the other party, transfer any of the rights (except for the copyrights of the original programs independently created by Customer in the Service as stipulated in Article 7) and obligations pertaining to the contract based on these Terms of Use to any third party, or provide them for the purpose of security, or cause them to be succeeded.

Article 17 (Severability)

1. If any provision of these Terms of Use, or portion thereof, is determined to be invalid or unenforceable, such determination will not affect the remainder of these Terms of Use which shall remain valid and enforceable. Customer and Licensor will agree to abide by the intent of any such invalid or unenforceable provision or portion, and to endeavor to secure the same effect, and to be bound by the modified Terms of Use.
2. If any provision of these Terms of Use, or any part thereof, is determined to be invalid or unenforceable in relation to one User, this shall not affect the validity of such provision in relation to other users.

Article 18 (Governing Law)

These Terms of Use shall be governed by, construed, and applied in accordance with the laws of Japan.

Article 19 (Dispute Resolution)

1. Matters not stipulated in these Terms of Use and matters that raise questions about the interpretation of these Terms of Use shall be settled through good faith discussions and in accordance with the principle of good faith.
2. If the head office of Customer is located in Japan, all disputes, controversies, or differences of opinion that may arise out of or in connection with these Terms of Use shall be settled by judicial decision with the Tokyo District Court as the exclusive court of the first instance if the parties are unable to reach an agreement.
3. If the head office of Customer is located outside of Japan, all disputes, controversies or disagreements that may arise out of or in connection with these Terms of Use shall be finally settled by arbitration in accordance with the commercial arbitration rules of the Japan Commerce Arbitration Association. The place of arbitration shall be Tokyo, Japan. Arbitration proceedings shall be conducted in Japanese.

Article 20 (Language)

1. If the head office of Customer is located in Japan, the original version of these Terms of Use is written in Japanese and shall be the official version. If a translated version of these Terms of Use is produced, only the original Japanese version shall be effective as the Terms of Use, and the translated version shall have no effect of any kind.
2. If the head office of Customer is located outside Japan, the original version of these Terms of Use is written in English and shall be the official version. If a translated version of these Terms of Use is produced, only the original English version shall be effective as the Terms of Use, and the translated version shall have no effect of any kind.

Article 21 (Prohibition of use outside the permitted countries/regions)

The Customer may use the Service only within the country or region permitted by Licensor. Licensor shall not be liable or responsible for any damage, loss or any other disadvantage incurred by the Customer in connection with the Customer's use of this Services outside the countries or regions permitted by Licensor,

for any reason whatsoever. In addition, the Customer shall be liable to compensate Licensor for any damage, loss or other economic burden incurred by Licensor in connection with the Customer's use of the Service outside the permitted country or region.

Article 22 (Special Provisions Concerning the Academia Edition and Free Trial Edition)
1. Customer of the academic edition plan shall use the Service solely for academic purposes and not for any commercial purposes (including joint research and development with a private company, contracted R&D, proof of concept, consulting, or any other collaboration).
2. For the free trial edition plan of the Service, the following modifications to the Terms of Use shall apply:

Articles	Before Modification	After Modification
Article 1 (Provision of the Service)	2. In the event that Licensor needs to modify, add to, or make other necessary changes to the provisions of these Terms of Use or the Service Specification, Licensor may make such changes after obtaining the consent of Customer. 3. Notwithstanding the provision of the preceding Clause, Licensor may amend these Terms of Use or the Service Specification, and Customer will be deemed to agree to the change in any of the following cases, where Licensor shall determine the effective date of the change, and notify Customer of the fact that these Terms of Use or the Service Specification are to be changed, the content of the change, and the effective date of the change via the Internet or other appropriate methods. (1) The change or addition is in the general interest of Customer. (2) The change or addition is not contrary to the purpose for which these Terms of Use were entered into, and is reasonable in light of the necessity, reasonableness of the content, and other circumstances pertaining to the change or addition.	2. Licensor may change these Terms of Use or the Service Specification without prior notice to Customer. 3. (Delete)
Article 2 (Period of Service Use)	1. (Omitted) 2. The license period, fees, and payment conditions of the Service shall be as separately agreed upon between both parties. Transfer fees for the payment shall be paid by Customer. 3. The period of the Service for Customer of the annual subscription plan will be automatically extended for one year, unless either party makes a separate written notice at least one month prior to the expiration of the Service, and the same shall apply thereafter. In this case, the due date for payment of the Service fees shall be the	1. (Omitted) 2. The license period for the Service shall be one (1) month in principle from the date of commencement of use as notified to the Customer by Licensor. The term may be extended by agreement between Licensor and the Customer. 3. （Delete）

	anniversary of the due date as separately agreed upon between both parties (if the date falls on a bank holiday, the business day prior to the date). 4. If the consumption tax or other applicable tax rates are revised during the Service period, Licensor may charge Customer the difference between the tax due at the previous tax rate and the tax due at the revised tax rate for the Service fees for the period during which the revised consumption tax rate is in effect. Customer shall pay the amount by the date stated in the invoice issued by Licensor by bank transfer to the bank account designated by Licensor.	4.（Delete）
Article 9 (Accounts and Personal Information)		（Newly added） 5. Customer who has contracted the free trial edition plan of the Service may not apply to use the Service again with the free trial edition plan without Licensor's written consent (including consent by means of electronic mail or other electromagnetic records).
Article 11 (Compensation for Damages)	1. CUSTOMER OR LICENSOR, IN RELATION TO THE FULFILLMENT OF A CONTRACT BASED ON THESE TERMS OF USE, MAY DEMAND COMPENSATION FROM THE OTHER PARTY ONLY FOR DAMAGES THAT ARE NORMALLY CAUSED AND ACTUALLY SUFFERED AS A DIRECT RESULT OF REASONS ATTRIBUTABLE TO THE OTHER PARTY.	LICENSOR, IN RELATION TO THE FULFILLMENT OF A CONTRACT BASED ON THESE TERMS OF USE, MAY DEMAND COMPENSATION FROM CUSTOMER ONLY FOR THE DAMAGES THAT ARE NORMALLY CAUSED AND ACTUALLY SUFFERED AS A DIRECT RESULT OF REASONS ATTRIBUTABLE TO CUSTOMER. CUSTOMER MAY NOT CLAIM AGAINST LICENSOR FOR ANY DAMAGE OR LOSS SUFFERED IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT HEREUNDER, EXCEPT IN CASES WHERE THE DAMAGE WAS CAUSED BY LICENSOR'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.
	2. THE AMOUNT OF DAMAGES FOR WHICH CUSTOMER OR LICENSOR WILL BE OBLIGATED TO COMPENSATE WITH REGARDS TO THE FULFILLMENT OF A CONTRACT BASED ON THESE TERMS OF USE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES FOR THE USE OF THE SERVICE FOR SIX MONTHS (OR THE CONTRACT PERIOD IF THE CONTRACT PERIOD IS LESS THAN SIX MONTHS) UNDER THE CONTRACT AT THE TIME WHEN THE EVENT CAUSING SUCH CLAIM FOR DAMAGES OCCURRED, AND IN NO EVENT SHALL CUSTOMER OR LICENSOR BE OBLIGATED TO COMPENSATE FOR DAMAGES IN EXCESS OF THIS AMOUNT.	
	3. THE PROVISIONS OF THE PRECEDING CLAUSE DO NOT APPLY IN THE CASE OF DAMAGE CAUSED BY THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF	

	THE CONCERNED PARTY.	

(*1)   "Weapons of Mass Destruction, etc." means nuclear weapons, military chemical agents, military bacterial agents, devices for spraying military chemical agents or bacterial agents, rockets capable of transporting over 300km, or unmanned aerial vehicles capable of transporting over 300km (including parts thereof).

(*2)   "Conventional Weapons" means those specified in the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949) and the Export Trade Control Order (Cabinet Order No. 378 of 1949).

End

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