

Cloud Service “BPM+” Terms of Use

Article 1. Purpose of these Terms of Use

These Terms of Use set forth the terms and conditions concerning the cloud service “BPM+” (hereinafter referred to as the “Service”) provided by Doepion Co., Ltd. (hereinafter referred to as the “Company”).

Article 2. Definitions

As used in these Terms of Use, the following terms shall have the following meanings:

- (1) Use Agreement: an agreement entered into by and between the Company and a Contracting Party subject to these Terms of Use with regard to provision of the Service.
- (2) Applicant: a legal entity, organization, etc. that makes an application to the Company for provision of the Service.
- (3) Contracting Party: a legal entity, organization, etc. that enters into a Use Agreement with the Company and receives the Service.
- (4) User: a person approved by the Contracting Party to use the Service.
- (5) User ID: A code assigned for identifying a User designated by the Contracting Party.
- (6) Subscription: A type of Use Agreement in which the Service is provided on a monthly basis in exchange for payment of a monthly fee.
- (7) One-time Purchase: A type of Use Agreement in which the Service is continuously provided until the end of the Use Agreement in exchange for payment of the full purchase amount.

Article 3. Application of these Terms of Use

1. The Company shall provide the Service in accordance with the Use Agreement, and the Contracting Party shall use the Service subject to the Use Agreement and conditions specified by the Company.
2. Details of the Service are as described in Exhibit A, which forms a part of the Use Agreement.

Article 4. Amendment of these Terms of Use

1. The Company may amend these Terms of Use at any time without the prior consent of the Contracting Party. If such amendment is made, the Service shall be provided in accordance with the amended Terms of Use.
2. When making an amendment pursuant to the preceding paragraph, the Company shall notify the Contracting Party of the amended Terms of Use or publish them on the Service at least fourteen (14) days prior to the effective date of the amendment; provided, however, that if the amendment is in the interest of the Contracting Party, the Company may

make such amendment without prior notice or publishment.

3. Notwithstanding Article 30, if the Contracting Party does not agree to the amended Terms of Use, the Contracting Party may terminate the Use Agreement by giving notice to the Company within the fourteen (14) day notice period set forth in the preceding paragraph.

Article 5. Application for Use Agreement

1. Upon agreeing to these Terms and conditions and the contents of the operation support contract (monthly or annual contract), an Applicant shall make an application for use of the Service in the manner designated by the Company. The Use Agreement shall be formed when the Company accepts the application in accordance with procedures specified by the Company. These Terms of Use shall form a part of the Use Agreement.
2. Notwithstanding the preceding paragraph, the Company may reject an application for Use Agreement or withhold acceptance thereof in the following cases:
 - (1) The Applicant does not exist;
 - (2) Any false entry or omission is found in the submitted Application Form for Use prescribed by the Company;
 - (3) The Applicant has been behind with the payment for the Service or has attempted to unreasonably evade payment for the Service in the past;
 - (4) The Applicant's purpose of use of the Service is suspected to be different from the intended purpose of use (i.e., evaluation, analysis);
 - (5) The Applicant or its representative(s) or officer(s) is, or is suspected to be, an anti-social force (meaning an organized crime group or a member of an organized crime group); or
 - (6) There is any other reasonable ground for the Company to believe that accepting the application is inappropriate.
3. If the Company rejects an application for Use Agreement or withholds acceptance thereof pursuant to the preceding paragraph, the Company shall notify the Applicant of this decision. The Company shall not be liable for rejecting the application or withholding acceptance of the application.

Article 6. Term of the Use Agreement

1. The term of the Subscription-based Use Agreement shall be one (1) month from the starting date of use of the Service (meaning the date of acceptance by the Company for the relevant application or any other date agreed upon between the Company and the Contracting Party). If the Use Agreement commences in the middle of a month, the initial one-month period shall be until the end of the month in which the commencement date falls.
2. If the Contracting Party does not request termination of the Subscription-

based Use Agreement in the manner designated by the Company at least one (1) week prior to the expiration date thereof, the Use Agreement shall be renewed for another one (1) month period under the same conditions from the date immediately following the expiration date, and the same shall apply thereafter.

3. The term of the One-time Purchase-based Use Agreement shall commence on the starting date of use of the Service (meaning the date of acceptance by the Company for the relevant application or any other date agreed upon between the Company and the Contracting Party) and continue until the expiration of the Use Agreement, during which the Contracting Party may continuously use the Service.

Article 7. Scope of the Service

1. The Company provides an environment which enables the Contracting Party to use the Service under conditions designated by the Company by connecting a terminal device managed by the Contracting Party (desktop or laptop computer; hereinafter referred to as a "Terminal Device") to the server designated by the Company via a telecommunications line.
2. The Contracting Party may use the Service with a Terminal Device via platforms, including OS and other middleware, provided by a third party (hereinafter referred to as "Platforms"). The Company does not guarantee that the Service is compatible with all Terminal Devices. Also, the Company makes no warranty as to the performance, content, or continuity of the Platforms. The Company shall not be liable for the inability of the Contracting Party to use the Service with the Terminal Device due to discontinuation or suspension of the Service caused by version upgrades, malfunctions, or any other matters that occur to all or part of the Platform.

Article 8. Restrictions of Use

1. This Service is provided for the Contracting Party's internal business use and may not be used for any commercial purposes (such as providing service to a third party).
2. The Contracting Party shall use the Service by connecting from a Terminal Device to the URL designated by the Company. Except for Platforms used for the use of the Service with the Terminal Device (as set forth in Article 7, paragraph 2), the Contracting Party may not download or copy any software constituting the Service to obtain such software.
3. The Contracting Party may not simultaneously use the Service from multiple Terminal Devices using the same User ID.
4. The Contracting Party may permit its officers or employees (including those who are engaged in the business of the Contracting Party within the geographic area in which the Company operates) to use the Service

and may not allow any third party to use the Service.

5. The Contracting Party shall inform the Users of the terms and conditions contained in these Terms of Use and shall cause them to comply with such terms and conditions.

Article 9. Changes to the Service

The Company may, at its discretion, make additions or changes to any part of the Service in order to add or enhance the functionality of the Service; provided, however, that the Company does not guarantee that all existing functionalities and performance of the Service will be maintained after such addition or change.

Article 10. User ID and Password

1. User IDs and passwords shall be assigned by the Company in the manner designated by the Company subject to the conditions of use specified by the Company.
2. The Contracting Party shall be responsible for strictly managing the User IDs and passwords of the Users to prevent unauthorized use thereof.
3. In any event, the Contracting Party may not disclose or lend any User IDs to a third party.
4. The Company shall not be liable for any damages incurred by the Contracting Party due to unauthorized use of a User ID or password, unless such unauthorized use is attributable to the Company. Any and all use of the Service made after the authentication of a User ID and password shall be deemed to be made by the Contracting Party, unless such use is attributable to the Company.

Article 11. Addition and Deletion of User IDs

1. The Contracting Party may make an application in accordance with the procedures prescribed by the Company to increase or decrease the maximum number of User IDs set forth in the Use Agreement. In this case, Article 5 shall be applied mutatis mutandis to the application procedures.
2. If the application stipulated in the preceding paragraph is accepted by the Company, the Contracting Party shall pay a Usage Fee based on the number of User IDs after the addition or deletion.

Article 12. Administrator

1. The Contracting Party shall appoint, and shall notify the Company in writing of, an administrator in charge of the use of the Service. The Contracting Party shall contact the Company through the administrator.
2. If the administrator is replaced, the Contracting Party shall promptly notify the Company thereof.

3. The Contracting Party shall cause the administrator to manage and supervise the Users' compliance with these Terms of Use. The Contracting Party shall be responsible for any manifestation of intention, notification, or any other act of the administrator.

Article 13. Users

1. The administrator shall appoint Users and shall make an application to the Company in the manner designated by the Company. After reviewing the application, the Company shall notify User IDs and passwords to the administrator. The same shall apply in case of changes to the Users.
2. The administrator shall be responsible for the management of the User IDs and the use of the Service by the Users and shall prevent any unauthorized use of the Service within the scope of his/her responsibility.

Article 14. Telecommunication Lines

Any telecommunication lines used to connect the Contracting Party's Terminal Devices to the Service shall be secured and maintained on the Contracting Party's own responsibility and expense, and the Company assumes no responsibility therefor.

Article 15. Data Management

1. The Contracting Party shall be responsible for preserving, as necessary, any data entered, submitted, or transmitted in the course of the use of the Service.
2. The Company shall separately save the Contracting Party's data and store it for a certain period of time in order to restore data in case of loss due to failure of the facilities used for provision of the Service; provided, however, that the Company shall not be obliged to restore such data.
3. The Company provides a backup function as designed by the Company, which saves data entered or registered by the Contracting Party, for the purpose of restoring data lost due to malfunction or mishandling of the Service; provided, however, that the Company does not guarantee that all such data will be saved and restored. If any data is to be restored using the backup function, the Company will handle it on a chargeable basis.

Article 16. Management of Personal Information and Confidential Information

1. If data entered into the Service includes any personal information, the Company shall not use the personal information for any purpose other than providing the Service and shall take reasonable security control measures to protect the personal information from loss, destruction, falsification, or leakage and shall strictly manage it in accordance with the Act on the Protection of Personal Information and the Company's

Personal Information Protection Policy.

2. The Company shall, on its own responsibility, promptly destroy any personal information which is no longer necessary for the provision of the Service without retaining any copy thereof.
3. The Company shall take the same measures specified in paragraph 1 for Confidential Information (as defined in Exhibit A) and shall destroy Confidential Information at the timing and in the manner as set forth in paragraph 2.
4. The provisions of this Article shall survive the termination of the Use Agreement.

Article 17. Management and Use of Information by the Company

1. For the purpose of conducting statistical research to improve, maintain, and manage the Service, the Company may use statistical data regarding the use of the Service or the frequency of use of certain pages or items by the Contracting Party or may use the data after analysis and processing to the extent necessary for statistical research. The Contracting Party agrees that the Company may conduct such statistical research and may use processed data therefor.
2. The Company shall endeavor to maintain the confidentiality of any data entered by the Contracting Party and shall manage it with the due care of a prudent manager.
3. The Contracting Party agrees that if the Company is required by an order issued by a court or any other public authority, the Company may disclose or submit the data entered by the Contracting Party to comply with such order. The Contracting Party shall not object to such disclosure or submission.

Article 18. Usage Fee for the Service; Calculation

The Usage Fee and the calculation method thereof are set forth in the Fee Schedule (Exhibit B).

Article 19. Payment Method of Usage Fee

1. The Contracting Party shall pay the Usage Fee, consumption tax, etc. (hereinafter referred to as the "Usage Fee") for the period starting from the date the Use Agreement is formed until the termination date thereof.
2. During the term of the Use Agreement, the Contracting Party shall pay the Usage Fee even if the Service is unavailable due to suspension or discontinuation of provision of the Service or for any other reasons.
3. The Contracting Party shall pay the Usage Fee via wire transfer to the bank account designated by the Company by the deadline (the starting date of use of the Service) specified in the relevant invoice issued by the Company. Bank charges and any other costs for the payment shall be

borne by the Contracting Party.

4. If the payment in the preceding paragraph is delayed due to reasons attributable to the Contracting Party, the date of payment confirmation shall be the starting date of use of the Service. However, the expiration of the Use Agreement shall not be extended.

Article 20. Delinquency Charges

If the Contracting Party fails to pay the Usage Fee by the designated deadline, the Contracting Party shall pay delinquency charges calculated at the rate of 14.6% per annum from the day immediately following the deadline until the day immediately preceding the date of payment.

Article 21. Outsourcing

The Company may outsource to a third party all or part of the work related to the provision of the Service without obtaining consent from the Contracting Party. In this case, the Company shall be responsible for supervising the contractor.

Article 22. Prohibited Acts

In using the Service, the Contracting Party is prohibited from conducting the following acts:

- (1) Any act that violates or may violate a law or regulation;
- (2) Any act that infringes on public order and morals;
- (3) Any act that interferes or may interfere with the use of the Service by any other Contracting Party;
- (4) Unauthorized access to, or cracking of, hardware or software comprising the Service or any other act that causes an obstacle to relevant facilities;
- (5) Any act that interferes or may interfere with the provision of the Service;
- (6) Analyzing or reverse engineering software comprising the Service or any other attempt to obtain the source code thereof;
- (7) Using or attempting to obtain a User ID assigned to another person;
- (8) Viewing, changing, or falsifying data of any other Contracting Party, or any acts that may lead to such acts.

Article 23. Intellectual Property Rights

Any intellectual property rights (including copyrights) and any other rights related to tangible and intangible components of the Service (including software programs, databases, icons, images, texts, and relevant documents, including manuals) shall belong to the Company or its third party licensor(s).

Article 24. Liability for Infringement

If, with regard to the use of the Service, the Contracting Party receives a complaint or any other claim regarding intellectual properties, the

Contracting Party shall immediately notify the Company in writing, and the Company shall handle such complaint or claim on its own responsibility and expense; provided, however, that this shall not apply if the cause of the complaint or claim is attributable to the Contracting Party or if the Company was deprived of the opportunity to defend effectively against the complaint or claim due to the Contracting Party's failure to promptly notify the Company of the complaint or claim.

Article 25. Principle of Self-Responsibility

1. The Contracting Party shall be fully responsible for its use of the Service and any and all acts performed within the Service (including registration, viewing, deletion, and submission of information) as well as the results of such acts.
2. In the event that, in the course of its use of the Service, the Contracting Party causes damages to a third party or receives a complaint or claim from a third party due to a reason attributable to the Contracting Party, the Contracting Party shall handle and resolve it on its own responsibility and expense.
3. In the event that the Contracting Party intentionally or negligently causes damages to the Company, the Contracting Party shall compensate the Company for such damages.

Article 26. Limited Warranty

1. The Company warrants that the Service shall be provided in good working order in material respects.
2. The Company does not warrant that the software comprising the Service will be free from bugs or any other defects or that the Service will meet the Contracting Party's specific purpose of use. Furthermore, the Company does not warrant the proper operation of the Service when any other software is being used on the Terminal Device.
3. If any material defect is found in the Service, the Company's responsibility shall be limited to making commercially reasonable efforts to repair the Service or eliminate the defect.
4. The warranty provided in this Article constitutes the sole warranty for the Service.

Article 27. Disclaimer; Limitation of Damages

1. The Company shall be responsible for the Service only within the limited scope of responsibility provided in these Terms of Use. The Company shall not be liable for any matters excluded from the warranty, any matters for which the Company is exempted from responsibility, or any matters for which the Contracting Party is responsible under provisions of these Terms of Use.

2. Even if the Contracting Party incurs damages with respect to the Service due to reasons attributable to the Company, the Company's liability for damages shall be limited to the total amount of Usage Fee paid by the Contracting Party to the Company in the preceding 6 months, except in cases of willful misconduct or gross negligence on the part of the Company.
3. Even when the Company is liable for damages, the Company shall not be liable, whether based on contractual liability, tort, or any other ground, for any damages incurred by the Contracting Party due to loss of business opportunities, lost profit, or loss or destruction of data.

Article 28. Suspension of the Service

1. The Company may temporarily suspend the Service to perform maintenance work as scheduled or as necessary.
2. The Company shall notify the Contracting Party prior to conducting maintenance work; provided, however, that in case of emergency, the Company may suspend the Service without prior notice and shall promptly notify the Contracting Party thereafter.
3. In addition to the case provided in paragraph 1, the Company may also temporarily suspend the Service when it deems that continuous provision of the Service may cause serious problems to the Contracting Party due to interference by a third party or when there is any other unavoidable reason.
4. The Company shall not be liable for any loss or damages incurred by the Contracting Party due to suspension of the Service pursuant to this Article.

Article 29. Discontinuation of the Service

1. The Company has the right to discontinue the Service in whole or in part at any time.
2. In the event that the Company discontinues the Service in whole or in part, the Company shall notify the Contracting Party at least 3 months prior to the discontinuation.
3. In the event that the Company discontinues the Service due to any unforeseeable circumstance or any circumstance beyond its control (e.g., the enactment, amendment, or abolition of laws and regulations, or an act of God) and if the Company is unable to make 3 months' prior notice, the Company will notify the Contracting Party as promptly as practicable.
4. The Company shall not be liable for any consequences of the discontinuation of the Service if notice is given to the Contracting Party pursuant to this Article.

Article 30. Termination by the Contracting Party

In the case of a Subscription-based Use Agreement, the Contracting Party

may not terminate the Use Agreement during the term thereof.

In the case of a One-time Purchase-based Use Agreement, a Contracting Party wishing to terminate the Use Agreement for convenience shall notify the Company of its intention in the manner designated by the Company at least fourteen (14) days prior to the intended effective date of the termination.

Article 31. Termination by the Company

1. The Company may terminate all or part of the Use Agreement without any notice if the Company believes that the Contracting Party falls under any of the following:
 - (1) The Contracting Party is engaged in any act that interferes with the Company's business;
 - (2) A material part of the Contracting Party's asset(s) is subject to attachment, provisional attachment, provisional disposition, disposition for tax delinquency, or any other disposition imposed by a public authority; or a petition is filed by or against the Contracting Party for the initiation of proceedings for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation;
 - (3) The Contracting Party is dissolved or the entire business of its business is assigned, or a resolution for such dissolution or assignment is passed;
 - (4) The Contracting Party is insolvent, including the case where any note or check issued or payable by the Contracting Party is dishonored;
 - (5) The Contracting Party's business is suspended or its business license or registration is revoked by the supervisory authority; or
 - (6) The Contracting Party falls under any item of Article 5, paragraph 2.
2. The Company may terminate the Use Agreement in whole or in part if the Contracting Party breaches any provision of the Use Agreement or any serious cause which makes it difficult to continue the provision of the Service occurs due to an event or circumstance attributable to the Contracting Party (hereinafter referred to as a "Breach") and if such Breach is not cured within fourteen (14) days of provision of a written notice requesting the cure thereof.

Article 32. Consequences of Termination

1. Upon termination of the Use Agreement, regardless of the reason therefor, the Contracting Party shall immediately cease any use of the Service and may no longer use the Service thereafter.
2. Upon termination of the Use Agreement, regardless of the reason therefor, the Company shall be responsible for deleting any and all data stored in the Service thirty (30) days after the termination date.
3. The Company shall not be liable for any damages incurred by the Contracting Party due to the deletion of data carried out by the Company

pursuant to this Article.

4. Notwithstanding the preceding paragraphs, if the Contracting Party notifies the Company within 14 days from the termination date, the Company shall provide the data stored in the Service on a chargeable basis. In this case, the following conditions for the provision shall be determined upon consultation between the parties:
 - (1) Data format
 - (2) Method of provision
 - (3) Charges and payment method

Article 33. Notice

Any notice regarding the Service or any other notice stipulated in these Terms of Use to be given to the Contracting Party by the Company shall be made by email or any other method determined by the Company. A notice shall become effective when the notice is sent by the Company.

Article 34. No Assignment of Rights and Obligations

The Contracting Party may not transfer its contractual status under the Use Agreement to any third party or assign, transfer, or grant a security interest in all or part of its rights or obligations thereunder to any third party.

Article 35. Force Majeure

In the event that the Company is prevented from performing its obligations regarding the Service due to force majeure, including an enactment, amendment, or abolition of laws and regulations, the Company shall not be liable for any damages incurred by the Contracting Party due to such force majeure notwithstanding provisions of the Use Agreement or any other provisions.

Article 36. Consultation

If any disagreement or question arises between the parties regarding the interpretation of the Use Agreement, or if any matter is not stipulated in these Terms of Use, the parties shall mutually consult in good faith and shall endeavor to amicably resolve such matter.

Article 37. Governing Law and Jurisdiction

Any matters concerning the Use Agreement shall be governed by the laws of Japan. Both parties hereby agree that the Tokyo District Court shall have exclusive jurisdiction of the first instance for any matters concerning the Use Agreement.

Established on March 1, 2025

Exhibit A

Referred to in Article 3 (Application of these Terms of Use)

1. Types and contents of the Service

The types and contents of the Service are as follows, and the details are described in the “Operation Manual provided by the Company to the Contracting Party”.

BPM+ (Cloud-based Solution) Business Flow Automatic Creation Service

2. Availability of the Service

The Service is available throughout the year.

*Except when the Service is unavailable due to maintenance, etc.

3. Security

The security of the Service is aligned with the specifications of AWS (Amazon Web Services).

[Network]

(1) Firewall

The Security Group will deny any direct access to the server itself.

Typical SSH services are not enabled, so if any use of a console is required, log in via SessionManager.

(2) WAF (Amazon WAF)

The API server is constructed to avoid attacks using SQL Injection or XSS. Protection to the Load Balancer is applied according to basic rules recommended by AWS.

[Server]

(1) API Server

Amazon ECS Base OS: DebianLinux12

(2) Web Server

Amazon Amplify

(3) Protection against access to server resources

Log in via SessionManager is adopted.

A risk of granting access privileges to users or retirees who do not need such privilege is prevented by combining the IAM authentication and the linkage with an AWS account.

(4) Automatic patch for the database

Automatic update of minor versions is enabled.

Patches are applied during weekly maintenance.

(5) Protection against access to the database

Public access from the internet is not permitted, and the access source is limited to API servers only. The database is operated via SessionManager.

4. Data Management

The following are the services provided by the Company regarding data backup:

(1) Data to be backed up and storage period thereof

Data to be backed up	Storage period	Remarks
BPMN, SEQ	1 day	Backup shall be implemented on a daily basis (23:00- 2:00) *As a general rule, the data will be stored for 35 days if any failure occurs.

5. Confidential Information

The Company shall handle the following information pursuant to the provisions of Article 16, paragraph 3 (Management of Personal Information and Confidential Information):

- (a) Data registered using BPM+

Exhibit B

Fee Schedule, Referred to in Article 18
(Usage Fee for the Service; Calculation)

Fee Schedule

Contract Type	Price (excluding tax)
Subscription type	240. 00 USD/ID
One-time purchase	1200. 00 USD/ID