

TERMS AND CONDITIONS OF USE OF “Neqto ai”

These Terms and Conditions of Use of "Neqto ai" (the "T&Cs") contain, among others, terms and conditions under which "Neqto ai", a security service (the "Service") made available by JIG-SAW US, INC. (the "Company", "JIG-SAW"). By acknowledging these T&Cs and making a required check on a website operated by the Company (the "Website), any User will give consent to provisions of these T&Cs, and by using the Service, any User shall be deemed to have consented to these T&Cs.

Article 1. Definitions

When used in these T&Cs, the following terms shall be defined as follows:

- (a) "User" means any corporation or entity which applies for use of the Service, having giving consent to these T&Cs, and which is authorized by the Company to use the Service (the "Agreement");
- (b) "Service(s)" means the AI dashboard service(s) which will be made available by the Company as a service provider to Users under these T&Cs;
- (c) "Account" means the User's account with the Company; and
- (d) "User's Data" means all data, records, files, input materials, reports, forms and/or other such items that are received, stored, and/or transmitted using Services and/or other JIG-SAW resources.

For the avoidance of doubt, the Company shall not have the obligation to ascertain correctness or completeness of the User's Data, nor to give warranties concerning the User's Data.

Article 2. Grant of License

- 2.1. Subject to a User's consent to these T&Cs and compliance with all provisions hereof, the Company will grant such User a non-transferable, non-sublicenseable, revocable and non-exclusive right and license to use the Service.
- 2.2. Any and all rights and licenses granted to any User under these T&Cs can be exercised solely for the purpose of such User's own use.

Article 3. Term of Use

- 3.1. The term of use of the Service of the Monthly Plan shall be stipulated in the application form (the "Application Form"). However, the term of use of the Service of the Monthly Plan shall be extended under the same terms and conditions for one (1) month from a day immediately following the expiration date of the term unless either the Company or such User notifies the other party of non-renewal of the term by the last day of a calendar month immediately preceding the expiration date of the term, and the same shall apply to any further extension.
- 3.2. The term of use of the Service of the Annual Plan shall be stipulated in the Application Form; provided, however, that the term of use of the Service the Annual Plan shall be extended under the same terms and conditions for one (1) year from a day immediately following the expiration date of the term unless either the Company or such User notifies the other party of non-renewal of the term by the last day of a calendar month immediately preceding the expiration date of the term, and the same shall apply to any further extension.
- 3.3. The User may not cancel during the term of use of the Service without paying JIG-SAW all amounts owed by the User to JIG-SAW (excluding any amount already paid) as a termination fee before the last date of the term specified in 3.1. and 3.2. above.
- 3.4. The Company may, at their discretion, provide Trial Plan (a free of charge plan) for the Services to the User. The term of use of the Service of the Trial Plan shall be set separately by the Company, and Article 7 of the T&Cs will not apply for Trial Plan. However, Trial Plan limits some features of the Services (e.g., the number of devices available for Services).

Article 4. Terms and Conditions of Use

- 4.1. The Company shall have any and all rights and interests (including intellectual property rights and ownership rights) in, to or relating to the Service, in any form whatsoever, and Users may use only the limited license expressly granted under these T&Cs.
- 4.2. Service is provided and performed on an "AS IS" basis, and the Company does not make any

- warranty of completeness, correctness of the Service, fit for a particular purpose of the User or any other warrant concerning the Service.
- 4.3. Users shall, at their own responsibility and cost, make provisions for, set up and use communications terminals, software, communication lines or services, and any other required devices and equipment necessary for use of the Service.
 - 4.4. Terms and conditions of system management services and other services offered by the Company besides the Service shall be contained in separately executed agreements.
 - 4.5. The Company may assign all or part of the Services to its parent company and their subsidiary or, upon obtaining the Recipient's consent, a third party.

Article 5. Intellectual Property Rights

- 5.1. The Company's corporate name, service names and logos are the Company's trademarks, service marks and other intellectual property rights (the "Trade Marks, etc."), and Users shall not have any rights, title or interest (including licenses) in or to Trade Marks, etc.
- 5.2. Rights to the data, information, materials and other content provided in the Service (collectively the "Content") shall be owned by the Company. The Company will grant Users the authority to use Content solely within a scope of their own use.
- 5.3. Throughout the Term of this Agreement, User is solely responsible for all preservation, backup, updates or modifications to the User's Data and shall be solely responsible for the User's Data and keep JIG-SAW indemnified of its use, accuracy, intellectual property rights and all third party claims on such User's Data.
- 5.4. Throughout the Term of this Agreement, the User is solely responsible for all management of the Account and its password. The Company will not assume any liability for damage arising from any leakage, lost or misuse of the Account and/or its password.

Article 6. Prohibitions and User Warranties

- 6.1. Any User shall not engage in any of the following acts or cause any third party to engage in any acts as follows:
 - (a) to reproduce, alter, modify, translate or otherwise adapt the whole or any part of the Service;
 - (b) to transfer, sublicense or otherwise make available the Service to any third party, in any manner whatsoever;
 - (c) to analyze, alter, modify, revise, or otherwise customize, decompose or damage or commit any other similar action (including but not limited to disassembling, decompiling or reverse engineering) involving the Service, or create any derivative works from the Service;
 - (d) to put into practice (or cause any third party to put into practice) any service which is the same as or similar to the Service and which is created by copying the Service, and provide (or cause any third party to provide) such service;
 - (e) to connect to the Service or any database, computer or equipment of the Company or any third party, without or beyond the authority to do so;
 - (f) to do any act which infringes the Company's and/or any third party's right including removal, alteration or circumvention of watermarks;
 - (g) to do any act not expressly permitted in these T&Cs; or
 - (h) to do any other act prohibited by any applicable laws.
- 6.2. If any User discovers unauthorized use of or unauthorized access to the Service or any other similar incident relating to the Service, such User shall immediately notify the Company. In such case, the User shall provide accurate, complete and up-to-date information required by the Company.
- 6.3. The User represents and warrants that:
 - (a) The content, material, messages and data transmitted or made available through the Services (including the User's Data) does not contain material that is inaccurate or that violates any applicable law, rule or regulation or public policy;
 - (b) The content, material, messages and data transmitted or made available through the Services (including the User's Data) does not infringe any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy or publicity right,

- copyright, patent, trademark, trade secret, or any other third party right;
- (c) The content, material, messages and data transmitted or made available through the Services (including the User's Data) do not contain any material that, in JIG-SAW's good faith, judgment, is obscene, threatening, malicious, defamatory, libelous, slanderous, pornographic or otherwise expose JIG-SAW to civil or criminal liability;
- (d) The User has the power and authority to enter into and fully perform its obligations under this Agreement and to grant the rights granted in this Agreement;
- (e) The User will not use the Services to send unsolicited e-mails, or engage in any other offensive or harassing or disturbing conduct, or conduct that unreasonably interferes with JIG-SAW's ability to manage its network facilities or provide similar Services to other customers; and
- (f) The User will comply with all applicable export and import control laws and regulations in its use of Services, and in particular, The User will not utilize the Services to export or re-export data or software without all required Japan, United State and/or foreign government licenses.

6.4. If the Company determines that a User has committed any act prohibited by this Article 6 or has violated any of the warranties at 6.3 above, the Company may terminate, discontinue or suspend provision of the whole or any part of the Service to the User who has committed such prohibited act. For the avoidance of doubt, the Company shall not have any liability for any detriment or damage suffered by such User as a result of such termination, discontinuance or suspension.

Article 7. Service Fees

- 7.1. The fees and the method of calculation for the Service shall be as set forth in the fee schedule published on the Website or other documents.
- a) Basically, the Company shall calculate fees of Service ("Service Fees") and issue an invoice with the Service Fees to the User after the last day of each month during the Term of Use on and after the Services started.
 - b) Regardless of this Article 7, for the Annual Plan, the User shall pay all amount of the Service Fees by the last day of the following month of the Services start date.
- 7.2. Service Fees and other charges invoiced to any User for the Service shall be paid, in principle, in the manner provided for in Clause (i) or (ii) below; provided, however, that such invoiced amount may be payable in the manner provided for in Clause (iii) below in accordance with the Company's instruction depending upon the form of any particular transaction such as any single User's combined subscriptions for the Service and the Company's other service(s):
- (i) such invoiced amount shall be paid by a User via a third party payment service designated by the Company, on or before a due date specified by such third party payment service;
 - (ii) such invoiced amount shall be paid by a User via a credit card or any other equivalent means registered by such User and approved by the Company, on or before a due date specified by the credit card company or the Company; or
 - (iii) the Company shall send invoices to the User for the fees for the Service (the "Monthly Fee") and the Monthly Fee shall be calculated with the end of the relevant calendar month as the closing date for the relevant calculation period. The User shall pay the full invoiced amount in cash to the bank account designated by the Company by the payment date specified under the "Payment Date" in this Application Form or the preceding business day if it is a bank holiday.
- 7.3. Even if, at any time during the term of its availability, the Service becomes unavailable to a User due to temporary discontinuance or suspension of provision of the Service or for any other reason, such User shall be required to pay a fee for the Service, tax imposed thereon, and other charges incurred during the term. However, if the total unavailability of the Service for a User due to any cause attributable to the Company (the "Unavailability") lasts for twelve (12) hours or longer, a pro-rata portion of an applicable fee for the Service that corresponds to the number of half days of such Unavailability (hours less than a half day being omitted) and taxes thereon shall be excluded from said payment requirement.

Article 8. No Warranty

- 8.1. The Company providing the Service, and software and/or services (including cloud service such as AWS) relating to the Service will provide the Service and said related software and services (collectively the "Services, etc.") on an "as-is" and "as available" basis without any warranties.
- 8.2. Any conditions regarding the scope, content, service level, service interruption or suspension of the cloud service are subject to the cloud service provider's terms of service. Regarding the cloud service, in no event shall the Company assume any responsibility or obligation towards the User that exceeds the responsibility or obligation assumed by the cloud service provider pursuant to the cloud service provider's terms of service.
- 8.3. Each and every User shall (i) to the extent permitted by applicable laws, indemnify and hold the Company harmless from and against any damage (whether direct, indirect, incidental or consequential) which may be suffered by such User due to use or unavailability of the Services, etc. and (ii) acknowledge and agree that the Company, except for the case that a defect is found in the Service within 10 business days of delivery of the Service, will not make any and all express, implied or statutory warranties concerning the Services, etc., other than those specified in these T&C, including the warranty that the Services, etc. will be free from errors, bugs, logical fallacies, malfunction, interruption or any other defects, or will not infringe any third party's rights, or any warranty of correctness, timeliness, completeness, effectiveness or fitness of the Services, etc. for any particular purpose.
- 8.4. Each and every User understands and agrees that the User will use the Services, etc. at its own responsibility and that the User will be solely liable, and the Company will not assume any liability for damage to any computer system or loss of data (including the User's Data) arising from the User's use of the Service, etc..

Article 9. Termination, discontinuance and Suspension of Provision of Service

- 9.1. The Company shall be entitled to terminate, discontinue or suspend provision of the Service without the necessity to give a prior notice to or obtain prior approval from any User, if:
- (a) maintenance is carried out because of failure of any equipment or the like used for the Service;
 - (b) such termination, discontinuance or suspension is unavoidable for any operational or technical reason;
 - (c) such User breaches any provision of these T&Cs;
 - (d) the Service cannot be provided due to any event of force majeure such as an act of God; or
 - (e) there is any other reasonable justification (similar to any of the events or conditions listed in Clauses (a) through d) above) for such termination, discontinuance or suspension.
- 9.2. The Company shall be entitled to temporarily discontinue provision of the Service in order to carry out scheduled inspection of equipment or the like used for the Service.
- 9.3. Upon termination or expiration of provision of the Service, the User shall immediately cease any and all use of and access to the applicable Service, and delete any of the User's Data related thereto.

Article 10. Limitation of Liability

- 10.1. To the extent permitted by applicable laws, the Company shall not have any liability for damage arising from any User's use or misuse of the Services, etc., and any liability for any damages including direct, indirect, accidental, lost revenue or punitive damages shall not arise from such use or misuse regardless of the grounds on which it is based (whether in warranty, contract, tort or otherwise) even if the Company or any related third party has been informed of the possibility of such damages. Article 8 above and this Article shall apply to damage (including damage caused by any third party) arising from use or misuse of the Services, etc., or combination of the Services, etc. with any other product, or from any cause such as failure, termination, discontinuance or suspension of the Services, etc..
- 10.2. In no event shall the Company be liable to the User for any losses or other claims related to the

cloud service, irrespective of the legal cause or foundation of such claims or the possibility of such losses arising being notified in advance, which go beyond the responsibility or obligation of the cloud service provider expressly set forth in the cloud service provider's Terms of Service.

10.3. Except in cases of the Company's willful misconduct or gross negligence, the total amount of liability which the Company will have, for any reason whatsoever, to any User and third parties in connection with use of the Service shall be limited to the amount equivalent to six (6) months of the monthly amount paid by the User to JIG-SAW for the Service.

Article 11. Compensation for Damage

Each and every User shall be liable for any damage, claims, lawsuits and other disputes arising from or relating to such User's noncompliance with any of the User's obligations contained in these T&Cs.

Article 12. Governing Law and Jurisdiction

12.1. The T&Cs shall be governed by and construed in accordance with the laws of the State of California, the United States of America without reference to any choice or conflict of laws principles. The Company and the Users agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the T&Cs.

12.2. Any controversy or claim arising out of or relating to the T&Cs or a breach of the T&Cs shall be settled by arbitration in Los Angeles, California, the United States of America. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The language of the arbitration shall be English. The arbitration award shall be final and binding on the parties with respect to such a controversy, claim or breach, and the parties agree to be bound thereby and act accordingly.

Article 13. Confidentiality

13.1. The User and the Company shall maintain the confidentiality of ideas, know-how, technical information, business information, and other information disclosed or provided by the other party under this Agreement (the "Confidential Information"), with a duty of care, and shall use such Confidential Information only in furtherance of this Agreement.

13.2. Notwithstanding the preceding paragraph, the parties agreed that that information is not a Confidential Information if:

- it is already in the receiving party's own possession or lawfully obtained from a third party without any obligation of confidentiality at the time of disclosure;
- it is already public knowledge at the time of disclosure;
- it has become public knowledge due to reasons not attributable to the receiving party after being disclosed;
- it is legally obtained from a third party without obligation of confidentiality after disclosure; and
- it is developed independently after receiving disclosure and not due to Confidential Information.

13.3. In the performance of this Agreement, neither the User nor the Company shall disclose, divulge or provide Confidential Information to any person other than its or its parent company's officers and employees who have a reasonable need to know the Confidential Information.

13.4. Upon the request of the disclosing party, the User and the Company shall promptly return or destroy the Confidential Information provided by the other party.

13.5. The obligations in this Article 13 shall, with respect to each disclosure of Confidential Information, apply for a period of 5 (five) years from termination of Service, provided, however, that trade secrets shall be protected until they are no longer trade secrets under applicable law.

Article 14. Other

14.1. Users agree that any information collected by the Company through the Service will be processed, analyzed and used, including to help the Company's train machine learning or artificial

intelligence models, in a form that does not identify Users as statistical data or anonymous information only for the purpose of providing and/or updating the Service. The Company may contract processing of information as a part of the Company's business solely to an entity which the Company deem trustworthy and which has executed a nondisclosure agreement with the Company.

- 14.2. The Company may amend these T&Cs as and when necessary. If a User continues to use the Service after amendment to these T&Cs, such User shall be deemed to have understood such amendment and have agreed to these amended T&Cs. Any amendment to these T&Cs shall take effect at the time when these amended T&Cs are published on the applicable section and becomes viewable by Users.
- 14.3. Any User may not assign to any third party any of the User's rights and obligations arising under these T&Cs, without the Company's prior written approval.
- 14.4. The Company may terminate the Service at any time and for any reason, by giving a 2-month prior notice of such termination to Users by reasonable means. Unless specifically provided for herein, termination of the Service shall not affect the Company's rights, disclaimers of warranties, indemnifications, limitations of damages, or the like.
- 14.5. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to Confidentiality, limitation of Liabilities, and Compensation for Damage, shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 14.6. This Agreement, and any other references, exhibits or attachments, constitutes the entire agreement. Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.