

IoT Station Terms of Service (AWS Marketplace version)

This Terms of Use Agreement (hereinafter referred to as the "Agreement") applies to the "IoT Station" (hereinafter referred to as the "Service"), a computer application service for users provided by Genech Communication Co., Ltd. (hereinafter referred to as the "Company"). These terms and conditions are limited to the Service provided by AWS Marketplace.

1. [definition]

1.1 The terms listed below are used in these Terms and Conditions:

- 1.1.1 The term "the Service" refers to the service provided by the Company under the name of "IoT Station," in which the Company provides the service of receiving target data (defined in Item 4 of this Article) from the customer's sensors (defined in Item 5 of this Article), which is provided by the Company under the name of "IoT Station. and if there is a set threshold value, the Service shall be able to receive notifications by e-mail when the threshold value is exceeded.
- 1.1.2 "Service Agreement" refers to a contract made in accordance with these Terms and Conditions for the purpose of obtaining Services from the Company.
- 1.1.3 "Customer" means a person who has agreed to these Terms and Conditions and has applied to use the Service.
- 1.1.4 "Customer sensor" means a device installed in a factory, office, store, or other location by the customer that captures physical phenomena such as light, sound, temperature, humidity, pressure, electricity, magnetism, distance, speed, or acceleration, or changes in conditions, and converts them into signals or data for output.
- 1.1.5 "Target Data" means data output from the customer's sensor and used for the Service (including data after format conversion).
- 1.1.6 "Telecommunications facilities" refers to electrical equipment, appliances, lines, and other facilities used for telecommunications.
- 1.1.7 "Facilities for the Service" refers to the computers, telecommunication facilities, AWS services, gateways, sensors, and other equipment and software installed by the Customer for the normal use of the Service.

2. [Establishment of a contract of use]

- 2.1 The contract for use is concluded when the customer enters the application information and the environment is set up by the Company.
- 2.2 The customer must use the Service in compliance with the User Agreement.
- 2.3 The customer may use the Service based on the Usage Contract, and intellectual property rights related to the contents (including but not limited to text, images,

video, and other data) and the Service provided by the Company through the Service shall belong to the Company. The customer does not acquire any intellectual property rights or other rights related to the contents (including but not limited to text, images, videos, and other data) and the Service provided by the Company through the Service.

3. [Change of Terms and Conditions]

- 3.1 The Company reserves the right to change the contents of these Terms and Conditions as deemed necessary by the Company.
- 3.2 In the event of modification of the Terms of Use, the Company shall notify the customer in advance of the contents and effective date of the modified Terms of Use by posting on the Service's website or by any other method deemed appropriate by the Company. However, when making changes that require the customer's consent under laws and regulations, the Company shall obtain consent in a manner it deems appropriate. If you use the Service after the date specified in the notice, you will be deemed to have agreed to the revised Terms of Use, except in cases where the revised Terms of Use are legally denied.

4. [Notification]

- 4.1 When the Company gives notice to customers in relation to the Service, it will do so in a manner that the Company deems appropriate, such as by displaying the notice on the operation screen for the Service, posting the notice in the Service, or sending an e-mail to the e-mail address of customers registered for the Service.
- 4.2 Even if an e-mail is delivered to a customer's e-mail address registered for this service and the e-mail fails for some reason, the customer is deemed to have been notified, and in such a case, the Company may stop delivery of the e-mail to the e-mail address. The Company shall not be liable for any loss or damage incurred by the customer as a result of the failure to receive the e-mail or as a result of the suspension of e-mail delivery.

5. [Provision of this service]

The Company shall provide customers with services of the type and content specified by the Company, up to a maximum of ten (10) sensor devices.

6. [Temporary suspension and discontinuation of service]

- 6.1 Company reserves the right to suspend provision of the Service without prior notice to or approval of the customer in any of the following cases. In the event of interruption of the Service, the Company shall notify the customer to that effect in advance,

except in the case of an emergency or unavoidable circumstances.

- 6.1.1 When unavoidable for operational or technical reasons
- 6.1.2 When a telecommunications carrier discontinues or temporarily suspends telecommunications services
- 6.1.3 In the event that this service cannot be provided due to force majeure such as natural disasters.
- 6.2 If a customer falls under any of the items listed in Paragraph 1 of Article 8 [Cancellation by the Company], or fails to pay the usage fee or violates these Terms and Conditions, the Company may terminate all or part of the Service without prior notice or demand.
- 6.3 The Company is not responsible for any loss or damage suffered by the customer or any third party due to the Company's inability to provide the Service for any of the reasons stated in the preceding paragraphs.

7. [Term of use]

- 7.1 The term of use of the Service shall be one month from the date the contract is formed (hereinafter referred to as the "Term of Use").
- 7.2 Customers may not terminate the subscription agreement in the middle of the term of use.

8. [Cancellation by the Company]

- 8.1 If the Company determines that a customer falls under any of the following items, the Company may terminate all or part of the subscription agreement without prior notice or demand to the customer.
 - 8.1.1 In the event of any false or incomplete information on the IoT Station application form or other notifications, etc.
 - 8.1.2 In the event of suspension of payment or insolvency
 - 8.1.3 If the bill or check is dishonored
 - 8.1.4 In the event of a petition for seizure, provisional seizure, or auction, or in the event of delinquent payment of taxes and public dues
 - 8.1.5 If a petition for bankruptcy, commencement of corporate liquidation, commencement of corporate reorganization proceedings, or commencement of civil rehabilitation proceedings is filed, or if there is a serious concern about the credit standing of the applicant.
 - 8.1.6 When the business license is cancelled or suspended by the supervisory authority
 - 8.1.7 In the event that the User Agreement is violated and the violation is not corrected within a reasonable period of time after the Company has demanded correction of the violation.

8.1.8 In the event of a resolution for dissolution, capital reduction, or transfer of all or a significant portion of business, etc.

9. [Discontinuation of this service]

9.1 The Company may discontinue all or part of the Service in any of the following cases

9.1.1 When the customer is notified of the discontinuation of all or part of the Service at least two months prior to the date of discontinuation

9.1.2 In the event that this service cannot be provided due to force majeure such as natural disasters

9.1.3 When we deem it necessary for other reasons

10. [Reconsignment.]

The Company may, at its discretion, sub-consign all or part of the operations related to the Service to a third party (hereinafter referred to as the " subcontractor"). In addition to Article 23 (Handling of Confidential Information) and Article 24 (Handling of Personal Information), we shall make the subcontractor assume the same obligations as those of our company prescribed in the Usage Agreement, etc. with respect to the performance of such subcontracted operations.

11. [Restrictions]

11.1 Under these Terms and Conditions, customers may not engage in any of the following acts

11.1.1 To modify, adapt, translate, or alter the Service, in whole or in part, or to create derivative works based on such modification, adaptation, translation, or alteration.

11.1.2 Decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Services, except as permitted by law.

12. [Fees]

12.1 During the term of use, the customer shall pay the usage fees stipulated in the Service in accordance with the Subscriber Agreement.

12.2 The customer shall not be exempted from the obligation to pay the usage fee during the usage period even if the Service is unavailable due to interruption or suspension of the Service as provided in Article 6 (Temporary Interruption and Suspension of Service) or for other reasons during the usage period.

12.3 In addition to payments under this Agreement, you agree to pay, indemnify and hold us harmless from and against any and all sales, use, transfer, privilege, customs, excise and other taxes and duties, whether international, national, state or local, imposed by reason of your use of the Services.

13. [Response to third parties.]

- 13.1 In the event that a customer causes damage to a third party due to reasons attributable to the customer or receives a claim or other demand from a third party in connection with the use of the Service, the customer shall handle and resolve the matter at the customer's own responsibility and expense. The same shall apply in the event that the customer suffers damage from a third party or files a claim or other demand against a third party in connection with the use of the Service.
- 13.2 The information (content) provided or transmitted by customers using the Service is provided at their own risk, and the Company makes no warranty of any kind regarding its content, etc., and shall not be liable for any damages resulting from such content, etc.
- 13.3 In the event that the Customer, etc. causes damage to the Company due to its intention or negligence, the Customer shall compensate the Company for such damage.

14. [Setup and maintenance of equipment for use of the Service]

- 14.1 The Customer shall, at its own expense and responsibility, install and set up the Facilities for the Service under the conditions specified by Company, and maintain the Facilities for the Service and the environment for use of the Service.
- 14.2 In using the Service, the Customer shall, at its own responsibility and expense, connect the Service Facilities, etc. to the Internet using telecommunication services provided by telecommunication carriers, etc.
- 14.3 In the event of any malfunction of the Service Facilities, Internet connection as specified in the preceding paragraph, or the environment for use of the Service, Company shall not be obligated to provide the Service to the Customer.

15. [Handling of data]

- 15.1 You and the Company confirm that the Subject Data is not subject to any proprietary rights, industrial property rights, copyrights, or any other exclusive or proprietary rights under law, and that each of you and the Company may handle the Subject Data in accordance with this Article.
- 15.2 You may take the following actions with respect to the subject data
 - 15.2.1 Use of target data.
 - 15.2.2 Disclosing, transferring or licensing the subject data to a third party.
 - 15.2.3 Use, processing, etc. (including having a third party do so) of derived data obtained by processing, etc. of the subject data.
- 15.3 The Company may take the following actions with respect to the Subject Data

- 15.3.1 To use the subject data to the extent necessary to achieve the following purposes related to the Service
 - A. Analysis and analysis to study service offerings and new service offerings
 - B. Response to failures in the provision of this service
 - C. Other matters incidental to the above and matters deemed necessary by the Company
- 15.3.2 Disclose the subject data to a subcontractor and have it used within the scope necessary to achieve the purposes listed in the preceding item.
- 15.3.3 Use, processing, etc. (including having a third party do so) of derived data obtained by processing, etc. of the subject data.
- 15.4 The Company shall retain the subject data for a specified period of time and up to the capacity of the data. However, the Company may continue to retain the data after the said period if it becomes necessary to do so for the Company's purposes of use or in relation to the contents of the Service.
- 15.5 The provisions of this Article shall survive the termination of the Service.
- 16. [Information Controlled by the Customer]
 - 16.1 You shall not disclose, lend, or share your user ID and password with any third party, and shall strictly manage them (including changing your password from time to time) to prevent them from being leaked to any third party. The Company shall not be liable for any loss or damage incurred by you or any other person due to inadequate management of your user ID and password, error in use, or use by a third party. All use and other activities under your user ID and password shall be deemed to be use by you.
 - 16.2 If a third party uses your user ID and password to use the Service, such act shall be deemed to be your act, and you shall be liable for payment of the usage fees and all other obligations related to such use. If the Company suffers any damage as a result of such act, you shall compensate the Company for such damage. However, this shall not apply if the user ID and password are used by a third party due to the intentional or negligent act of the Company.
 - 16.3 You shall not disclose, lend, or share with any third party any other information specified by us (including but not limited to connection information and authentication information for transmitting target data to the Service by the Customer Sensor), and shall strictly manage such information so that it is not leaked to a third party.
- 17. [BACKUP.]

With respect to data, etc. provided or transmitted by you in the Service, you shall, at your own responsibility, store the same data, etc. as a backup, and except in cases

where provides services related to backup of data, etc. in accordance with the Subscriber Agreement, shall not be responsible for the storage, storage, backup, etc.

18. [Data Storage]

Target data will be stored in the Japan region of AWS.

19. [Delete data.]

19.1 Customer data will be deleted when a customer's contract for this service expires. Once deleted, the Company will not be able to recover the deleted customer data. Deletion conditions, timing of deletion, and customer data subject to deletion are as follows.

19.1.1 Deletion condition: expiration of the contract period

19.1.2 Time of deletion (in principle): Expiration date of the contract period

19.1.3 Subject to deletion: Target data, access logs and operation logs of this service

20. [Prohibited items.]

20.1 With respect to the use of the Service, customers shall not engage in any of the following acts

20.1.1 Acts that infringe, or may infringe, intellectual property rights or other rights, including copyrights and trademarks of the Company or third parties

20.1.2 Falsifying or deleting the contents of this service or information that may be used by this service.

20.1.3 Inducing a third party to use the Service in violation of the User Agreement, etc.

20.1.4 Acts that violate laws and ordinances or public order and morals, or that cause disadvantage to the Company or third parties

20.1.5 Acts that discriminate against or slander others, or defame their honor or trustworthiness

20.1.6 Actions that lead or may lead to fraud or other crimes

20.1.7 Transmitting or posting images or documents that are obscene, child pornography or child abuse.

20.1.8 Acts of using the Service by impersonating a third party.

20.1.9 Transmitting or posting harmful computer programs such as viruses.

20.1.10 Sending advertisement, promotion, or solicitation mail to a third party without permission, or sending mail that is or may be objectionable to a third party (harassing mail).

20.1.11 Any act that interferes or may interfere with the use or operation of a third party's facilities, etc. or the facilities for the Service.

20.1.12 Any action that interferes with or may interfere with the provision of this service by

the Company

- 20.1.13 Linking in a manner or for a purpose that encourages such conduct, knowing that such conduct falls under any of the preceding items.
 - 20.2 If a customer becomes aware of any act falling under any of the items of the preceding paragraph or determines that there is a possibility of such an act being committed, the customer shall immediately notify the Company.
 - 20.3 If the Company learns that any of the acts of a customer falls under any of the items of Paragraph 1, or that information provided by a customer fall under any of the items of Paragraph 1, the Company may, without prior notice to the customer, suspend provision of all or part of the Service, or delete information related to any of the acts described in Paragraph 1. However, the Company is not obligated to monitor the acts of Customers, etc. or the information (including data and content) provided or transmitted by Customers, etc. (including those deemed to be used by Customers).
21. [Duty of care.]
- During the term of use of the Service, the Company shall provide the Service with the care of a good manager.
22. [Failure, etc. of Equipment, etc. for the Service]
- 22.1 When Company becomes aware of a failure of the Service Facilities, Company will notify the customer of such failure without delay.
 - 22.2 In addition to the above, in the event of any malfunction of the Service, the customer and the Company shall notify the other party without delay, and both parties shall consult with each other to determine the measures to be taken by each party and implement them.
23. [Handling of Confidential Information]
- 23.1 Among technical, business, or other business information provided by the other party for the performance of the Service, the customer and the Company shall not disclose to the other party any information that the other party has specifically designated in writing in advance to be confidential and that specifies the scope of confidential information and clearly indicates that the information is confidential when provided (hereinafter referred to as "Confidential Information"). The other party shall not disclose or divulge to a third party any information that has been designated as confidential by the other party in writing in advance. However, this shall not apply to information that falls under any of the following items or information for which the other party has given its prior written consent.
 - 23.1.1 Information already in our possession without obligation of confidentiality

- 23.1.2 Information legitimately obtained from a third party without any obligation of confidentiality
- 23.1.3 Information developed independently without information provided by the counterparty
- 23.1.4 Information that has become public knowledge, whether before or after receipt, without breach of the User Agreement, etc.
- 23.2 Notwithstanding the provisions of the preceding paragraphs, you and the Company may disclose Confidential Information that is required to be disclosed by law or at the request of an authorized government agency to the party to whom such information is disclosed or to such government agency in accordance with the provisions of such law or regulations. In such cases, unless contrary to the relevant laws and regulations, you and the Company shall notify the other party of the disclosure prior to such disclosure, or, if notification cannot be made prior to disclosure, promptly after the disclosure.
- 23.3 The party receiving Confidential Information shall take necessary measures to manage such Confidential Information.
- 23.4 The party who has received Confidential Information from the other party shall use the Confidential Information provided by the other party only for the purpose of performing the Services, and shall not reproduce or modify (hereinafter in this Article referred to as "Reproduce, etc.") any materials, etc. in which Confidential Information is embodied (hereinafter in this Article referred to as "Materials, etc.") to the extent necessary for performing the Services. (Hereinafter collectively referred to as "Reproduction, etc." in this Article) to the extent necessary for the performance of the Services. (Hereinafter collectively referred to as "Reproduction, etc." in this Article). In this case, the customer and the Company shall treat the reproduced Confidential Information as Confidential Information as set forth in this Article. In the event that the duplication, etc. exceeds the scope necessary for the performance of the Service, written consent shall be obtained from the other party in advance.
- 23.5 Notwithstanding the provisions of the preceding paragraphs, if deemed necessary by the Company, it may disclose confidential information to a subcontractor as specified in Article 11 (Subcontracting) to the extent necessary for subcontracting, without obtaining prior written consent from the customer. In this case, however, we shall make the subcontractor assume the same confidentiality obligations as those assumed by us under this Article.
- 23.6 The party who has received Confidential Information shall, upon request of the other party, return to the other party the materials, etc. (including Confidential Information that has been reproduced or altered with the other party's consent in accordance with Paragraph 5 of this Article). If Confidential Information is stored in the Service

Facilities, etc., it shall be completely erased.

23.7 The provisions of this Article shall remain in effect for three (3) years after termination of the Service.

24. [Handling of personal information]

24.1 The customer and the Company shall not disclose any personal information ("Personal Information" as defined in the Act on the Protection of Personal Information) contained in business or other business information provided by the other party for the purpose of performing the Service. The same shall apply hereinafter) In addition, we shall comply with all relevant laws and regulations regarding personal information, including those related to the protection of personal information.

24.2 With respect to the handling of personal information, the provisions of Paragraphs 4 through 6 of the preceding Article (Handling of Confidential Information) shall apply *mutatis mutandis*.

24.3 The provisions of this Article shall survive the termination of the Service.

25. [Limitation on damages.]

25.1 The maximum liability of the Company for damages in connection with the Service shall be an amount equivalent to one month's usage fees for the month in which the damage occurred to the customer. However, under no circumstances, whether in tort, contract, or any other legal basis, shall we be liable to you or any other third party for any loss of business value or business profits, suspension of business, damages due to computer failure, or any other indirect damages or losses, arising out of your use or non-use of the Service or any other service provided through the Service. We shall not be liable to you or any other third party for any indirect, incidental, special, incidental, consequential, or punitive damages, including, but not limited to, damages for business interruption, damages for computer failure, or any other commercial damages or losses, arising out of or in connection with the use of or inability to use the Service or any other service provided through the Service. The same shall apply even if we have been advised of the possibility of such damages and even if the direct damages are not attributable to us.

25.2 If a customer causes damage to the Company or a third party through the use of the Service, the customer shall compensate for such damage at the customer's own expense and responsibility and shall not claim any compensation or make-up for such damage from the Company.

25.3 If a dispute arises between a customer and a third party through the use of the Service, the customer shall be responsible for resolving the dispute and shall not be entitled to arbitrate, refer or make any other claim against the Company. In addition,

in the event that the Company suffers any damages (including attorney's fees and costs) from a third party due to your willful misconduct or gross negligence in connection with such dispute, the Company shall not be liable to you. In the event that the Company suffers compensation or other damages (including attorney's fees) to a third party due to your intentional or gross negligence in connection with such dispute, the Company may seek compensation from you for the amount of such damages.

26. [Disclaimer]

- 26.1 The liability of the Company for the Service shall be limited to the scope of the preceding Article, regardless of the reason, and the Company shall not be liable for compensation for damages incurred by customers, etc. due to any of the following reasons, in addition to those separately provided for in the Terms of Service, regardless of default liability, tort liability, or any other legal cause of claim. The Company shall not be liable for compensation for damages incurred by customers, etc. due to any of the following reasons.
- 26.1.1 Force majeure such as natural disaster, disturbance, riot, etc.
 - 26.1.2 Failure of the customer's connection environment, such as failure of the equipment for this service or malfunction of the Internet connection service used for this service
 - 26.1.3 Damages caused by the performance value of the Internet connection service, such as response time from this service
 - 26.1.4 computer viruses of a type for which we have not been provided with virus patterns, virus definition files, etc. by a third party for computer antivirus software installed by said third party, entering the Service.
 - 26.1.5 Unauthorized access or attack by a third party to the facilities for this service that cannot be prevented with the care of a good manager, or interception in the communication path
 - 26.1.6 Failure by the customer to comply with procedures, security measures, etc. specified by the Company
 - 26.1.7 Damages caused by software (OS, middleware, DBMS) and databases that are not manufactured by the Company among the facilities for this service
 - 26.1.8 Damage caused by hardware not manufactured by the Company among the facilities for this service.
 - 26.1.9 Failure of telecommunication services provided by telecommunication carriers
 - 26.1.10 Article 218 of the Code of Criminal Procedure (Seizure, Search and Verification by Warrant), compulsory dispositions pursuant to the provisions of the Act on Interception of Communications for Criminal Investigation, and other compulsory dispositions pursuant to court order or law.

26.1.11 When the business of the subcontractor is related to the subcontractor's business and there is no reason attributable to us, such as negligence, for the appointment and supervision of the subcontractor.

26.1.12 Other reasons not attributable to the Company

26.2 The Company shall not be liable for any dispute between you and any third party arising from your use of the Service.

27. [Exclusion of transactions with antisocial forces]

27.1 Neither the customer nor the Company shall be liable to the other party for any loss or damage suffered by the customer or its officers or employees if they are, or have been at present, a member of a crime syndicate, a person for whom five years have not passed since he/she ceased to be a member of a crime syndicate, a quasi-constituent member of a crime syndicate, a company related to a crime syndicate, a general meeting house, an advocacy group of social movements, a special intelligence crime group, or any other person equivalent to such a group (hereafter referred to as "a member of a gang of criminals"), and that he/she does not fall under any of the following categories and shall ensure that this will not be the case in the future.

27.1.1 Having a relationship in which it is deemed that the management is controlled by a member of an organized crime group, etc.

27.1.2 Having a relationship in which a member of an organized crime group, etc. is deemed to be substantially involved in the management of the company.

27.1.3 Having a relationship with a member of an organized crime group, etc. that is deemed to involve unjustified use of a member of an organized crime group, etc., such as with the intent to gain unjust profits for oneself or a third party or with the intent to cause damage to a third party.

27.1.4 Having a relationship such as providing funds, etc., or offering favors, etc., to a member of an organized crime group, etc.

27.1.5 An officer or a person substantially involved in the management of the company has a socially reprehensible relationship with a member of an organized crime group, etc.

27.2 If, contrary to the representations and warranties in the preceding paragraph, it is found that the other party or an officer or employee of the other party is a crime syndicate member, etc. or falls under any of the items in the preceding paragraph, the customer and the Company may immediately cancel the service agreement without any notice.

28. [Consenting Jurisdiction]

The Kyoto District Court shall have exclusive jurisdiction in the first instance over any litigation between the customer and the Company arising out of or in connection with

the Usage Agreement.

29. [Governing law]

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

30. [Other]

The Japanese language version of these Terms and Conditions shall be the official text.

[January 10, 2024 Enactment]