

# KUSANAGI Business Edition, Premium Edition, Security Edition End-User License Agreement

## Terms and Conditions

These Terms and Conditions (hereinafter called “Terms and Conditions”) provide for terms and conditions of use of the following three "KUSANAGI" series applications, that PRIME STRATEGY NEW YORK, INC. (hereinafter collectively called “Prime Strategy”) provides through its cloud service providers. The users of the service (hereinafter called “User”), shall agree to these Terms and Conditions and use the service in accordance with these Terms and Conditions. For purposes of these Terms and Conditions, Prime Strategy and User maybe be known and referred to individually as “Party,” or collectively as “Parties.”

## Three applications of the "KUSANAGI series”

- KUSANAGI Business Edition
  - KUSANAGI Premium Edition
  - KUSANAGI Security Edition
- (hereinafter called "KUSANAGI" series”)

## Article 1 (Conditions of Installation and Formation of Contract)

The Users of the service shall install "KUSANAGI series” upon agreement of the Terms and Conditions through the procedures prescribed by Prime Strategy.

When the User installs "KUSANAGI series” upon agreement of these Terms and Conditions, a contract for the use of the service shall come into force between Prime Strategy and the User (hereinafter called “Service Use Contract”).

Any persons other than the User, or those who have previously violated these Terms and Conditions may not use "KUSANAGI series”.

## Article 2 (Service)

The User may use the latest version of “KUSANAGI series”.

If any change of service causes disadvantage or damage to the User, Prime Strategy shall not be liable for such disadvantage or damage for any reason whatsoever.

#### Article 3 (Cost for Use of Service)

The cost for use of the service shall be the amount indicated by Prime Strategy through its cloud service providers.

The User shall pay the cost for use of the service to Prime Strategy through its cloud service providers.

Even if the Service Use Contract terminates due to the expiration, termination, and lapse of term, and/or for any other reason whatsoever, Prime Strategy shall not refund any service use fees and/or any other amounts that the User has paid to Prime Strategy in accordance with the Service Use Contract.

#### Article 4 (User Support)

Users seeking answers to technical questions regarding "KUSANAGI" shall use the KUSANAGI User Group forum. If the user wishes to make general inquiries regarding the use of a "KUSANAGI License", they shall make inquiries through the "Contact Us" page on the Prime Strategy company website. Although Prime Strategy will make every effort to reply to all inquiries, it is not obligated to provide responses to all questions asked.

#### Article 5 (Confidentiality)

Prime Strategy will strictly store and manage all information disclosed by the User in relation to the service, including information necessary for support set forth in Article 4 of the Terms and Conditions (hereinafter called "Confidential Information").

Notwithstanding the above provision, the Confidential Information shall not apply to information which:

1. is already in the public domain before disclosure;
2. becomes part of the public domain without fault on the part of Prime Strategy after disclosure;
3. is already in the possession of Prime Strategy before disclosure;
4. is lawfully acquired by Prime Strategy from a duly authorized third party without any obligation of confidentiality;

5. is independently developed by Prime Strategy without reference to the disclosed information.

Prime Strategy will not disclose or divulge the Confidential Information to third parties without the prior consent of the User. However, in the case where it is obligated by order of any court or laws and regulations to disclose said Confidential Information, Prime Strategy may disclose the Confidential Information to the extent necessary to a disclosure destination in accordance with the provisions of the applicable laws and regulations.

#### Article 6 (Management of Confidential Information)

Prime Strategy shall use the Confidential Information only for the purpose of providing the service, and shall obtain the prior consent of the other Party, when it is necessary to use, reproduce, or modify the Confidential Information beyond the scope of purpose.

Prime Strategy may disclose the Confidential Information disclosed by the User only to their officers, employees, legal counsel, or subcontractors who need to know the Confidential Information for the purpose of the service. In this case, Prime Strategy shall cause such officers and employees to perform the same degree of confidentiality obligations as those undertaken by Prime Strategy under these Terms and Conditions.

#### Article 7 (Subcontracting)

Prime Strategy may subcontract all or part of its services to any third party. In the case where Prime Strategy subcontracts all or part of its services to any third party, Prime Strategy shall be responsible for the selection and supervision of said third party.

#### Article 8 (Termination)

The User and Prime Strategy may terminate the Service Use Contract without prior notice or demand in the case where the other Party falls under any of the following items:

1. Upon either Party becoming insolvent, or committing any act of bankruptcy or having a receiver appointed or upon any proceeding being commenced by or against either Party under any law having to do with the settlement of debts, or upon an assignment for the benefit of creditors;
2. The acquisition or control of either Party's business either directly or indirectly by any

- other party, including any governmental agency or body, by operation of law or otherwise;
3. A check or other monetary instrument issued by a Party to the other Party which has been dishonored by a bank or other applicable financial institution;
  4. Notwithstanding the provisions set forth in Article 12 hereof, if for any reason, either Party is legally prohibited by the state, federal, municipal, or any other governmental authorities for performance the duties as contained in these Terms and Conditions;
  5. Failure by either Party to comply with any applicable laws, ordinances, regulations, judicial or administrative orders, or other legal requirements of any governmental authorities, federal, state, municipal or any other authority, pertaining to these Terms and Conditions;
  6. Any breach of any of the terms, covenants, representations, warranties, agreements, and/or conditions of these Terms and Conditions by either Party;
  7. Any actions of either Party which may adversely affect the image, credibility or reputation of the other Party;
  8. A petition for attachment, seizure, auction, or foreclosure has been filed in relation to either Party's property which is being used in conjunction with the services provided in these Terms and Conditions;
  9. Either Party becomes subject to any tax lien for failure to pay taxes or other public dues.
  10. Either Party has become subject to a suspension of banking privileges or has had its accounts frozen by a financial institution or other government entity;
  11. That any Party's financial condition has worsened to the point which said Party cannot perform the obligations under these Terms and Conditions;
  12. Any other unforeseen circumstances on the part of the either Party, which would make adherence to these Terms and Conditions difficult or impossible.

Notwithstanding the preceding section, Prime Strategy may terminate the Service Use Contract in the case where the User violates any of the provisions of these Terms and Conditions and fails to correct such violation within fourteen (14) days after receipt of Prime Strategy's notice of said violation.

The termination of the Service Use Contract shall not prevent either Party from exercising its rights to seek compensation for damages from the other Party.

#### Article 9 (Unilateral Termination of Service)

Prime Strategy may terminate the provisions of its services by providing thirty (30) days prior written notice to the User by the method deemed appropriate by Prime Strategy, including

but not limited to posting a notice on its website.

Prime Strategy shall not be liable for any damage caused to the User by the termination of the service.

#### Article 10 (Prohibited Matters)

In using the service, the User shall not commit the following acts:

1. Act of violating any laws and regulations or these Terms and Conditions;
2. Act of violating the intellectual property rights, rights of publicity, privacy, reputation, and any other rights or interests of Prime Strategy or other users or any other third parties;
3. Act of destruction or obstruction of the functions of Prime Strategy's servers or networks;
4. Act of obstructing the operation of the services provided by Prime Strategy;
5. Act of providing false information to Prime Strategy;
6. Any other acts deemed inappropriate by Prime Strategy.

In the case where Prime Strategy determines that the User has committed or may commit any of the acts set forth in each item of the preceding section in this Article, Prime Strategy may limit the use of all or part of the service or immediately terminate the Service Use Contract without prior notice to the User.

#### Article 11 (Force Majeure)

Neither Party shall be liable for failure to perform any obligation under these Terms and Conditions in the event that performance is rendered impossible due to Force Majeure, including but not limited to, acts of God, war, threat of war, warlike conditions, hostilities, mobilization for war, blockade, embargo, detention, revolution, riot, port congestion, looting, strike, lockout, plague or other epidemic, destruction or damage of goods or premises, fire, typhoon, earthquake, flood or accident, or due to acts of governmental or quasi-governmental authorities or any political subdivision or department or agency thereof, or due to any labor, material, transportation or utility shortage or curtailment, or due to any labor trouble at the place of business of either Party or their suppliers, or due to any other cause beyond the control of either Party.

#### Article 12 (Limitation on the Assignment of Rights of the Service Use Contract, etc.)

The User may not assign or offer for security or any other purpose its status or all or part of its rights and obligations under the Service Use Contract to any third party without prior written consent of Prime Strategy.

#### Article 13 (Revision of Terms and Conditions)

Prime Strategy may revise and update these Terms and Conditions from time to time at its sole discretion.

In the case where Prime Strategy revises and/or updates these Terms and Conditions, Prime Strategy shall give notice of the contents of said revisions and/or updates on its website. The revised Terms and Conditions shall become effective one (1) week after notice of the revised Terms and Conditions, unless otherwise stated on such notice.

In the case where the User cannot or is unwilling to agree to any revised Terms and Conditions as set forth in section 2 above, the User shall uninstall “KUSANAGI series” and immediately stop using the service. In the case where the User uses the service after the revised Terms and Conditions have taken effect, the User shall be deemed to have agreed to the revised Terms and Conditions.

#### Article 14 (Indemnification and Limitation of Liability)

User covenants and agrees to fully defend, protect, indemnify and hold harmless Prime Strategy, its employees and agents, its subsidiaries and parent entities, and any entity owned, in whole or in part, by any such subsidiary or parent entity, from and against each and every claim, demand, or cause of action, and any liability, cost, expense (including, but not limited to, reasonable attorneys’ fees and expenses), damage or loss in connection therewith, which may be made or asserted against Prime Strategy, its employees, agents, contractors and subcontractors, that is a direct result of any breach of any provision of these Terms and Conditions, but excluding those damages which are determined by a non-appealable judgment of a court to result solely from a Prime Strategy’s gross negligence.

NOTWITHSTANDING THE ABOVE, IN NO EVENT SHALL PRIME STRATEGY BE LIABLE FOR ANY LOSS OF PROFIT, ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY OR BY ANY OTHER PARTY, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. ALSO, PRIME STRATEGY’S LIABILITIES SHALL NOT EXCEED THE AMOUNT OF THE COST PAID

TO PRIME STRATEGY BY THE USER OVER THE LAST ONE (1) MONTH PERIOD.

Article 15 (Survival)

Article 3 (Cost for Use of Service), Article 5 (Confidentiality), Article 6 (Management of Confidential Information), Article 8 (Exclusion of Anti-Social Forces, etc.), Article 16 (Survival), and any other provisions that should survive as a matter of course in view of the nature of these Terms and Conditions will survive the expiration or termination of these Terms and Conditions.

Article 16 (Governing Law, and Jurisdiction)

Governing law of service use contract is Japanese law, and, about all disputes resulting from or related to service use contract, Tokyo District Court of Japan is made exclusive jurisdiction court of the first trial.

”Revised April 1, 2024

\*Article 16, Paragraph 1 (the text of the terms and conditions must be in Japanese) has been deleted.”

“Revised January 23, 2025

\*KUSANAGI Security Edition has been added to the “KUSANAGI series”, and KUSANAGI Advanced Edition has been deleted.”