

Findy Team+ Terms of Service

Article 1 (Acceptance to the Terms)

This Terms set forth the terms and conditions of use for the services defined in Article 2 (hereinafter referred to as the "Service") provided by Findy Corporation (hereinafter referred to as the "Company") through the Findy Team+ service operated by the Company. The Member Company as defined in Article 2 are deemed to have agreed to all of the terms and conditions of this Agreement when using the Service, regardless of whether they are paid or free.

Article 2 (Definitions)

The terms used in the Terms are defined as follows.

1. "Service" means the organizational assessment service named "Findy Team+" (including any service with modified names or content thereof, regardless of the reason for the change).
2. "Member Company" means a company that has completed the procedures stipulated in Article 4 and has been granted permission by the Company to use the Service, after agreeing to the Terms.
3. "Account" means an ID made up of arbitrary alphanumeric characters issued by the Company after Member Company registration as stipulated in Article 4.
4. "Password" means the character string sent by the Company to the Member Company at the time of the Account issuance upon registration of the Member Company as stipulated in Article 4, and can be changed within the Service.
5. "Application Form" means a document or electronic record submitted by the Member Company to the Company, signed or stamped by the Member Company or processed electronically in lieu thereof, upon agreeing to the Terms, with the intent to use the Service as stipulated in the second paragraph of this article.

6. "Registered User" means an officer, employee or subcontractor of the Member Company who has been registered in the manner prescribed by the Company as a person whose activities are subject to analysis, visualization, diagnosis, and other activities in the Service.
7. "Data" means all information necessary to use the Service.
8. "Official Website" means a website published by the Company for the purpose of advertising
the Company and the Service, providing the Service, responding to customers.
9. "External Services" means web services such as GitHub and Jira that are integrated with the Service available to the Member Company, allowing them to share source code and manage issues for software development projects.
10. "External Service Providers" means GitHub, Inc., which provides GitHub, Atlassian Pty Ltd, and Atlassian, Inc., which provide Jira, and other providers of services that integrate with the Service.

Article 3 (Terms of Use of the Service)

1. The Member Company can use the functions of the Service to improve the productivity of the Registered Users and build a better development environment through confirmation and improvement of organizational status.
2. In the future, the Company may add new features to the Service or terminate all or part of existing features in order to improve the convenience of the Service or other reasons. The terms of use for new features will be provided separately by the Company upon the introduction of such new features.

Article 4 (Member Company registration)

1. Company which intends to use the Service must correctly fill in the necessary information in the Application Form and submit it to the Company. Registration is treated as completed when the Company sends

the Account and Password to the Member Company. The Application Form can be submitted electronically.

2. The Company shall grant the right to use the Service to the Member Company that have completed the Member Company registration as set forth in Paragraph 1 of this Article, based on the conditions of the Terms.
3. The status as a Member Company shall remain valid until the Agreement under the Terms is terminated due to the reasons set forth in Articles 13, 14, 18, and 23.
4. If the Member Company discovers any errors or changes in the registration information, it shall immediately correct or change the information.
5. If a person who intends to use the Service falls under any of the following terms, the Company may refuse to register as the Member Company or re-register as the Member Company, and the Company shall not be obligated to disclose the reason.
 - a. If there is any falsehood, error, or omission in all or part of the registered information provided to the Company.
 - b. If the Company determines that the person who intends to use the Service has violated the Terms, the Service Agreement, or other agreements with the Company in the past, or is a person related to such person.
 - c. If the person has allowed a person running a business that competes with the Service or any other third party to use the Service's Account or Password.
 - d. If the Company determines that there is a risk of falling under anti-social forces (as defined in Article 21).
 - e. In other cases where the Company determines that registration is inappropriate.

Article 5 (Necessary Arrangements for Use of the Service)

1. Equipment (such as computers), software (including but not limited to OS, applications, browsers, driver software, and programing software), and

internet connection necessary for using the Service shall be arranged with the cost and responsibility of the Member Company.

2. The Member Company shall undertake the following responsibilities on their own behalf:
 - a. Implementation of the integration between the External Service accounts and the Service (including the cancellation of integration), or requesting the Registered User to implement such integration.
3. The Member Company shall obtain the following consent from the Registered Users at the responsibility of the Member Company:
 - a. The Member Company integrating the External Service account of the Registered User with the Service,
 - b. The Company obtaining information regarding activities on said account through such integration,
 - c. The Company analyzing, visualizing, and diagnosing the activities of the Registered Users on the Service based on said information, and
 - d. The Member Company utilizing the Service to view information about the activities of the Registered Users, as well as the results of analysis, visualization, and diagnosis.
4. The Member Company hereby agrees that during the effective period of this Agreement, the Company may use the trade name and trademark of the Member Company in the Company's sales materials, IR materials, and website as examples of the introduction of the Service. However, the Member Company may revoke this consent for the future by notifying the Company.
5. Even after the termination of the Agreement regarding the use of the Service based on the Terms (including cases where the Agreement is terminated due to the expiration of the trial period for the provision of the designated trial service), the Company will continue to maintain the integration between the information of the Registered Users and the Service. Furthermore, the Company will newly acquire the information of the Registered Users for the following purposes:
 - a. For the purpose of allowing the Member Company to start using the Service smoothly when resuming the use of Service,

- b. The purpose of allowing the Company to continue to provide some of the functions prescribed by the Company, and
 - c. Purpose of disclosing information to a third party in a form that does not enable to identify individuals based on Article 16, Paragraph 3.
6. However, if the Member Company refuses the integration through the method specified by the Company, the Company will not acquire new information of the Registered Users or continue the integration between the information of the Registered Users and the Service after the termination of the Agreement without the consent of the Member Company. Additionally, upon requests from the Member Company which intends to terminate the Agreement, the Company will provide individual guidance to stop the integration between the External Services and the Service.

Article 6 (Payment)

1. Payment of service fees for the Service shall be calculated at the end of the month of the billing date and shall be paid at the end of the next month. Additionally, the Member Company will be responsible for transfer fees. The service fee refers to the initial fee, monthly fee, basic service fee, or any other fee payable by the Member Company to the Company which is stated in the Application Form.
2. If the Agreement between the Member Company and the Company is terminated pursuant to Articles 13, 14, and 18 of the Terms, the Member Company shall be liable for the service fee for the Service (as of the date of termination), regardless of Paragraph 1 of this Article (including the service fee for the month in which it belongs, and such service fee shall not be calculated on a daily basis) and such fee shall be promptly paid in accordance with the invoice issued by the Company.
3. If the Member Company delays the payment of the service fee pursuant to this article, the Member Company shall pay a delay charge at the rate of 14.6% per year of the service fee.

Article 7 (Obligations of the Member Company)

1. The Member Company shall manage their Accounts and Passwords at their own responsibility.
2. The Member Company shall be responsible for all actions taken using the Service and their results.
3. In the event of any issues arising between the Member Company and the Registered Users, the External Service Providers, or any other third parties regarding the use of the Service, the Member Company shall handle and resolve such issues at its own responsibility and expense and shall not cause any damage to the Company.
4. If the Member Company causes damage to the Company due to the use of the Service or violation of the Terms (including cases where the Company suffers damage due to the Member Company's failure to fulfill its obligations under the Terms), the Member Company shall compensate for all damages and expenses (including attorney's fees within a reasonable range). If the Company receives a claim for damages from a third party due to the actions of the Member Company, the Member Company shall indemnify the Company any damages and expenses (including attorney's fees within a reasonable range).
5. The Member Company acknowledges that the Data in the Service may be deleted or changed, and it is the Member Company's responsibility to save the necessary Data.

Article 8 (Prohibited Acts)

While using the Service, the Member Company must not engage in the following acts:

1. Infringing or threatening to infringe any intellectual property rights such as copyrights and trademark rights of the Company, the External Service Providers, and other third parties.
2. Defaming or disparaging the reputation of the Company, the External Service Providers, or any specific individuals or organizations, or engaging in activities that may cause discomfort to third parties.
3. Violating laws or regulations, or engaging in activities that may promote such violations.
4. Using third-party email addresses to access the Service.

5. Providing part or all of the Service to a third party for business or commercial purposes.
6. Overloading the Service's servers or engaging in activities that may cause such overloading.
7. Reverse engineering, decompiling, disassembling, scraping, or any other method or method of analyzing data handled on the Service.
8. Fraudulently altering, deleting, or displaying advertisements displayed by the Company.
9. Using the Service for the purpose of soliciting endless chain schemes (pyramid schemes) or network business.
10. Any acts that the Company deems inappropriate.
11. Any acts that violate laws and ordinances, or acts that violate public order and morals.

Article 9 (Prohibition of Transfer of Rights and Obligations)

The Member Company must not transfer this Agreement, its contractual rights and obligations under the Terms or offer those as collateral to a third party without obtaining the prior consent of the Company.

Article 10 (Handling of Data)

The Member Company may provide information in advance to those with whom the Company concludes a business outsourcing contract (hereinafter referred to as the "Contractor") for the maintenance, inspection, or management of systems or any other necessary infrastructures for the Service. On the premise that the Company has entered into a contract with Contractors regarding the protection of personal information and confidential information, the Member Company agrees for the Company to disclose to the Contractors any information related to the Service. In the event that the Member Company suffers damage due to the actions of the Contractors, and if there is intentional or gross negligence on the part of the Company in the selection and supervision of the Contractors, the Company indemnify the Member Company any damage within the scope of responsibility stipulated in the Terms.

Article 11 (Intellectual Property Rights)

1. All copyrights and other related intellectual property rights which are related to the Service belong to the Company.
2. During the Agreement period for the Service, the Company shall grant the Member Company the right to use the Service only within the scope of the purpose of using the Service.

Article 12 (Confidentiality)

1. Without the other party's prior written consent, the Member Company and the Company shall not disclose technical, sales, business, or other confidential information (hereinafter referred to as "Confidential Information") of the other party disclosed in connection with the Service to a third party. However, following information shall be excluded from Confidential Information:

- The information that was already publicly known or already known at the time it was provided or disclosed by the other party, or at the time the Company learned it.
- The information that has subsequently become publicly known through publications or other sources due to reasons not attributable to the user after it was provided or disclosed by the other party, or at the time the Company learned it.
- The information that has been lawfully obtained from a third party with the authority to provide or disclose it without being obligated to maintain confidentiality.
- The information developed independently without using the Confidential Information.
- The information for which the other party has confirmed in writing that confidentiality is not required.

2. Notwithstanding the preceding paragraph, the Member Company and the Company may disclose Confidential Information in response to an order, request, or demand by law, a court of law, a government agency, or any other public authority.

3. The Member Company and the Company agree that this Article will remain in effect for 3 years after the termination of this Agreement based on the Terms.

Article 13 (Suspension or Revocation of Membership)

1. The Company may suspend or revoke the Member Company's membership without notice to the Member Company and may terminate the Agreement in case the Member Company falls under the below.
 - a. If a false declaration was made at the time of application.
 - b. In the event of a violation of the Terms.
 - c. If Article 21 (Representation) is violated.
 - d. If the Member Company or Registered Users are no longer able to receive the Service or integration from the External Service Provider due to violation of the terms of use of the External Service or for other reasons.
 - e. When any payable amount is not paid.
 - f. When there is a petition or initiation of injunction, seizure, bankruptcy, insolvency proceedings, or liquidation.
 - g. In the event a supervisory authority suspends the business operations.
 - h. In other cases where the Company deems it inappropriate as the Member Company.
2. If any of the items in the preceding paragraph apply, all debts owed to the Company must immediately be payable to the Company.
3. The Company shall not be responsible for any damage caused to the Member Company due to measures taken by the Company pursuant to this article.

Article 14 (Termination During the Agreement Duration)

The Company and the Member Company may terminate this Agreement based on this Terms by giving the other party at least one month's notice in writing or by e-mail. Even if the Member Company cancels or terminates the Agreement during the Agreement term, the service fee corresponding to the remaining

period of the Agreement shall accrue, and the Company shall not provide any settlement or refund to the Member Company on a pro-rata basis.

Article 15 (Interruption/Suspension of the Service)

1. The system for providing the Service shall be operated on a 24/365 basis. However, when the Company performs maintenance such as management and maintenance of the system of the Service, or when performing upgrades to improve the functionality of the system, the Company shall notify the Member Company of such matters by a method separately determined by the Company.
2. The Company may, at its own discretion, suspend all or part of the Service without notice to the Member Company in the event of any of the following events. The Company shall not be liable for any disadvantage or damage suffered by the Member Company due to such suspension, regardless of the reason.
 - a. When all or part of the Service is unavailable due to a communication failure, natural disaster, fire, strike, flood, epidemic, riot, war, terrorist act, or other factors related to the Service.
 - b. When all or part of the Service becomes unavailable due to system malfunctions, hacking, cracking, or any other form of sabotage of the Service by third parties, or similar circumstances.
 - c. When the Service is temporarily unavailable because the server is unable to process all the Service due to a sudden change in usage conditions as a result of an aggressive enhancement of server facilities in response to the usage conditions of the Member Company.
 - d. In the event the external service has trouble, is interrupted or suspends the provision of service, suspends integration with the Service, changes specification, or has any other issue in providing its service.
 - e. The Company shall not be liable for any damages incurred by the Member Company or third parties due to delays or interruptions of the Service caused by any of the reasons listed in the preceding paragraphs.

Article 16 (Acquisition and Use of Certain Information)

1. The Member Company agrees that the Company may use external tools to obtain attribute information, action history, or any other data on the Official Website, as long as such information does not contain personally identifiable information.
2. The Company may view and use the acquired data for the purpose of researching the trends of the Member Company, understanding conditions related to the operation of the Service, and improving the Service.
3. The Member Company agrees that statistical data, analytical data, or any other processed data created based on the acquired data may be disclosed to third parties in forms which individuals are not identifiable such as in form of materials related to news releases, media materials, and reports on the use of the Service.

Article 17 (Disclaimer)

In addition to the provisions of the preceding articles, the Member Company shall agree to the following:

1. The Company does not guarantee the fitness for a particular purpose, completeness, accuracy, usefulness, or other quality of any information provided by the Company in connection with the Service (including information on Registered User activities, analysis, visualization, and diagnostic results of such activities by the Service, and analysis, visualization, and diagnostic results for the Member Company and specific organizations within the Member Company)
2. The Company shall not be held responsible for any damage caused by sites and services provided by third parties other than the Company that may be accessed through the Service.
3. The Company shall not be held responsible for any damage caused by natural disasters, fires, strikes, floods, epidemics, riots, wars, acts of terrorism, or any other causes not attributable to the Company.

4. The Member Company shall store the necessary Data at their own risk.
5. The Company will make the best efforts to ensure that the Service does not contain viruses or other harmful content, and that the security measures are effective, but does not guarantee perfection, whether explicitly or implicitly.
6. Even if the Company is liable for damages to the Member Company due to laws and regulations, or other reasons, the Company's liability for damages shall be limited to the total amount of fees actually received from the Member Company in the past 6 months from the time the damage occurred. However, this shall not apply in the case of willful misconduct or gross negligence on the part of the Company.

Article 18 (Termination of the Service)

The Company may terminate the Service by notifying the Member Company of the termination of the Service through a method separately determined by the Company up to three months in advance. Even if the termination of the Service causes damage to the Member Company, the Company shall not be liable for any such damages.

Article 19 (Handling of Personal Information)

1. The Company handles personal information appropriately in accordance with any applicable laws and regulations regarding the protection of personal information.
2. The Company shall not disclose personal information provided by the Member Company without a prior consent by the Member Company.

Article 20 (Prohibition of Use of Information for Other Purposes)

The Member Company shall not use any information obtained in the process of using the Service, including information about the Registered Users and the contents of the Service, for any purpose other than the operation of the

Member Company's organization, and shall not disclose, provide, or allow a third party to use such information.

Article 21 (Anti-social Activities)

1. The Company and the Member Company hereby declare that they are not affiliated with any anti-social forces, including but not limited to organized crime groups, gang members, quasi-members of organized crime groups, individuals who have not yet passed 5 years since ceasing to be a gang member, anti-social forces related companies, extortionists, political activists, religious activists, social movement activists, or special intelligence violent groups (hereinafter collectively referred to as "anti-social forces"), and they ensure that they will not be affiliated with such forces in the future.
2. If the Company or the Member Company reasonably determine that the other party is in violation of the preceding paragraph, the Company or the Member Company shall terminate all or part of the Agreement without any notice or demand to the other party, and shall not be liable to the other party for such termination, regardless of the provisions of the Terms.

Article 22 (Changes to Terms)

The Company reserves the right to modify this Terms by notifying the Member Company through the Official Website or by any other appropriate means determined by the Company, if deemed necessary by the Company. The Member Company agrees that if they continue to use the Service after any such modification or revision of the Terms, they shall be deemed to have agreed to the revised terms.

Article 23 (Valid Period of this Agreement)

1. The valid period of this Agreement is the period stated in the Application Form.
2. Any unfulfilled monetary claims and obligations arising under this Agreement and the Application Form shall not be annulled until they are paid in full, regardless of the cause of termination of the Agreement.

3. Paragraph 4 of Article 5, Article 6 (limited to cases where there is unpaid fees), Article 7, Article 9, Article 11, Article 12, Paragraphs 2 and 3 of Article 13, Paragraph 2 of Article 15, Article 16, Article 17, Article 18, Article 20, Paragraph 2 of Article 21, Paragraph 2 of this Article, this Paragraph, Article 24, and Article 25 shall remain valid after the termination of this Agreement. However, Article 12 shall only be valid for 3 years after the termination of this Agreement.

Article 24 (Severability)

In the event that any part of this Agreement is held to be clearly illegal or invalid in violation of the laws and regulations of Japan as a result of a definitive public interpretation by a judicial or regulatory authority or other administrative authority, the remaining portions of this Agreement shall remain valid as before, and the remaining portions shall be interpreted in light of the overall intent of this Agreement.

Article 25 (Governing Law and Dispute Resolution)

The Terms shall be governed by and construed in accordance with the laws of Japan. If any dispute arises between the Company and the Member Company, and the parties cannot reach settlement through mutual consultation within [fifteen (15)] days or such period mutually agreed, such dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this article. The seat of the arbitration shall be Singapore. The tribunal shall consist of [one (1)] arbitrator. The language of the arbitration shall be English.