

AppRegion Service Agreement

This agreement provides the terms and conditions governing the Customer's use of the Service provided by Fsol. In order to use the Service, the Customer must first agree to the terms and conditions provided in this agreement (hereinafter referred to as "the Agreement").

By clicking the box indicating acceptance of the Agreement, the Customer agrees to be bound by all the terms and conditions in the Agreement (including all the terms and conditions referred to in the Agreement). If the Customer enters the Agreement on behalf of a company or other legal entity, the Customer represents and warrants that the Customer is authorized to bind such entity and affiliates by the terms and conditions of the Agreement. In which case, the word "Customer" or "Customer's" shall mean such entity and affiliates. If the Customer does not have such authority, or if the Customer does not agree with the terms and conditions of the Agreement, the Customer must not accept the Agreement and may not use the Service.

Fsol reserves the right to change the terms and conditions of the Agreement from time to time. In which case, the changed terms shall apply as the valid terms of service. Fsol shall post the changed terms of the Agreement at a location where the Customer can view said terms at least thirty (30) days in advance of said change.

1. Definitions

"**Affiliate**" means an entity that directly or indirectly owns the legal entity bound by the Agreement, an entity owned by said entity, or an entity under the same control as said entity. "Control" in this definition means direct or indirect ownership or control of more than 50% of the voting rights of shares in such entity.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

"**Separate Contract**" means the contract concluded between the Customer and Fsol upon notification of the Customer's number from Fsol to the Customer after the Customer performs a series of procedures to subscribe to the Service. Unless otherwise provided in the Separate Contract, all the terms and conditions of the Agreement shall apply to the Separate Contract.

"**Service**" means the AppRegion Service provided by Fsol to the Customer under the Agreement and the Separate Contract.

"**Fsol**" means FUJITSU SYSTEM SOLUTIONS LIMITED, a Japanese corporation with its principal office at 2-28-8 Honkomagome, Bunkyo-ku, Tokyo 113-0021, Japan.

"**Customer**" means the company or legal entity, as well as its Affiliates, that is subscribing to the Service through the Separate Contract under the Agreement.

"**Customer Data**" means all the electronic data and information stored by the Customer with the Service.

2. Provision of the Service

2.1. Provision of the Service. Upon conclusion of the Separate Contract under the Agreement, Fsol shall without delay notify the Customer of the Service start date and generally begin providing the Service within seven (7) days later. The billing start date for fees incurred for the Service shall be the date seven (7) days after the conclusion of the Separate Contract. The details of the Service are defined in the "Service Specifications" exhibit.

3. Use of the Service

3.1. Fsol's Responsibilities. Fsol agrees to fulfill the following responsibilities. (i) Make commercially reasonable efforts to provide the Service 24 hours a day, 7 days a week except in the following case: (a) planned suspension of the Service (Fsol shall notify the Customer in advance of the planned suspension in the manner prescribed except in an emergency or unavoidable circumstances, in which case a report after the fact is made); or (b) suspension caused by circumstances beyond Fsol's reasonable control, including but not limited to acts of government, floods, fires, earthquakes, riots, terrorist attacks, strikes and other labor disputes (excluding such disputes at Fsol or Fsol's affiliates), and interruptions or delays caused by an Internet service provider (hereinafter collectively referred to as Force Majeure). (ii) Provide the Service only to the extent permitted by applicable laws and government regulations.

3.2. Customer's Responsibilities. The Customer agrees to fulfill the following responsibilities. (i) Assume the responsibility of complying with the Agreement. (ii) Assume full responsibility for the correctness, quality, completeness, and legal compliance of the Customer Data and the means by which the Customer acquired the Customer Data. (iii) Make commercially reasonable efforts to prevent unauthorized access and unauthorized use of the Service, and notify Fsol immediately of any such unauthorized access or use discovered. (iv) Use the Service only in accordance with the Agreement (including all the terms and conditions referred to in the Agreement) and all applicable laws and government regulations. The Customer is prohibited from engaging in the following acts. (a) Allow users other than the Customer to use the Service. (b) Sell, resell, rent, or lease the Service. (c) Use the Service for the purpose of storing or transmitting content that infringes upon the privacy or other rights of any third party, defamatory content, or other unauthorized or illegal content. (d) Use the Service for the purpose of storing or transmitting Malicious Code. (e) Interfere with or compromise the performance or integrity of the Service or the third-party data included in the Service. (f) Attempt to gain unauthorized access to the Service or its related systems or networks.

4. Fees and Payment for the Service

4.1. Fees. The fee for the Service shall be a fixed monthly fee as provided in the Separate Contract. The Customer shall pay the fee in accordance with the Agreement and the Separate Contract. Unless otherwise provided in the Agreement or the Separate Contract, the following items apply. (i) The fee shall be expressed and paid in Japanese yen. (ii) The fee is based on a subscription to the Service, not actual usage. (iii) The payment obligation is irrevocable, and no paid fees shall be refunded. (iv)

For the month in which the billing start date is included, the monthly fee for the Service shall be charged on the Separate Contract conclusion date unless the billing start date is on the first day of the month. In such case, the monthly fee is calculated based on the following formula:

Fixed monthly fee divided by thirty (30) (rounded down to the nearest yen) times the number of days remaining in the month from the billing start date.

For the month of which the billing start date is the first day and from the second billing month onward, the full amount of fixed monthly fee shall be charged on the first day of the month.

4.2. Payment. The Customer agrees to make payments for the Service through PayPal. The Customer is responsible for making the necessary arrangements for the online transactions provided by PayPal and maintaining PayPal account during the terms of this Agreement. Payment for Services shall be made on the same day when the fee is charged as described in Section 4.1(iv) above. Fsol will confirm receipt of payment based on records of transactions between PayPal and the Customer.

4.3. Late Payment. In the event that Fsol cannot confirm receipt of payment by the due date in any month, Customer shall pay to Fsol 14.6% annum of the outstanding amount from the first day after due date to payment date as late payment charge.

4.4. Service Suspension and Forfeiture of Benefit of the Term. In the event that payment by the Customer under the Agreement or the Separate Contract is overdue, Fsol may suspend the Service to the Customer until payment in full is received.

4.5. Taxes. Unless otherwise stated, Fsol fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Fsol have the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Fsol with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Fsol is solely responsible for taxes assessable against it based on Fsol's income, property and employees.

5. Property Rights

5.1. Reservation of Rights. Except for the limited rights expressly granted under the Agreement, Fsol reserves all rights and interests (including all related intellectual property rights) relating to the Service. Fsol does not grant any rights to the Customer under the Agreement, except as expressly provided in the Agreement.

5.2. Restrictions. The Customer agrees not to (i) permit third-party access to the Service unless otherwise permitted by the Agreement or the Separate Contract, (ii) create derivative works based on the Service, (iii) duplicate, frame, or mirror any part of the Service or its contents, (iv) disassemble, decompile, or otherwise reverse-engineer the Service, and (v) access the Service for the following purpose: (a) to develop a competing product or service, or (b) to copy the characteristics, functions, or graphics of the Service.

5.3. Ownership of the Customer Data. The Customer alone owns all the rights and interests to the Customer Data between the Customer and Fsol.

5.4. Suggestions. Fsol shall have a royalty-free, worldwide, transferrable, sublicenseable, irrevocable, perpetual license to use or incorporate in the Service all of the proposals, improvement requests, advice, and other feedback provided by the Customer about the operation of the Service.

6. Confidentiality

6.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Fsol shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Separate Contract, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. Unless otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall prevent disclosure or use of the Confidential Information received from the Disclosing Party except for the intended purposes of the Agreement, and (ii) the Receiving Party shall limit access to the Confidential Information received from the Disclosing Party to its employees, contractors, and agents who need access for purposes in accordance with the intent of the Agreement, and everyone who has access must agree to and sign a confidentiality agreement that provides at least the same level of protection as provided for herein.

6.3. Protection of the Customer Data. Not limited to the foregoing, Fsol shall maintain appropriate operational, physical, and technical security measures to protect the security, confidentiality, and integrity of the Customer Data. Fsol shall not engage in the following acts: (a) modify the Customer Data; (b) disclose the Customer Data unless required to do so by law, in accordance with Section 6.4 (Compelled Disclosure), or expressly permitted in writing by the Customer; and (c) access the Customer Data except when providing the Service, when preventing or dealing with any service or technical problem, and when requested by the Customer in relation to a customer support issue.

6.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party,

and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Warranty and Exclusion of Liability

7.1. Warranty by Fsol. Fsol warrants that it will provide the service features provided in the "Service Specifications" exhibit hereto to the Customer under the condition that the Customer use the Service in full compliance with the Customer obligations prescribed in the Agreement (including all the terms referred to in the Agreement). However, the foregoing excludes any liability under the "Exclusion of Liability" provisions provided in the "Service Specifications" exhibit. The remedies provided for said warranty for the Customer are limited to those prescribed below in Sections 10.3 (Termination for Cause) and 10.4 (Payment upon Termination).

7.2. Mutual Warranty. Each party warrants and represents to the other party that (i) it has the legal right and authority to enter into the Agreement, and (ii) it will not send any Malicious Code to the other party.

7.3. Exclusion of Liability. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE PARTIES MAKE NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE PARTIES MAKE NO REPRESENTATIONS OF ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Fsol. Fsol shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (a) promptly gives Fsol written notice of the Claim Against Customer; (b) gives Fsol sole control of the defense and settlement of the Claim Against Customer (provided that Fsol may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Fsol all reasonable assistance, at Fsol's expense. In the event of a Claim Against Customer, or if Fsol reasonably believes the Services may infringe or misappropriate, Fsol may in its discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, without breaching Fsol's warranties under "Warranty by Fsol" in Section 7.1 above, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's subscriptions for such Services upon 30 days' written notice.

8.2. Indemnification by Customer. Customer shall defend Fsol against any claim, demand, suit or proceeding made or brought against Fsol by a third party alleging that Customer Data, or Customer's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Fsol"), and shall indemnify Fsol for any damages, attorney fees and costs finally awarded against Fsol as a result of, or for any amounts paid by Fsol under a court-approved settlement of, a

Claim Against Fsol; provided that Fsol (a) promptly gives Customer written notice of the Claim Against Fsol; (b) gives Customer sole control of the defense and settlement of the Claim Against Fsol (provided that Customer may not settle any Claim Against Fsol unless the settlement unconditionally releases Fsol of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

8.3. Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. Limitation of Liability

9.1. Limitation of Liability. In no event shall the total aggregate liability of either party arising out of or related to the Agreement, whether in contract, tort, or any other theory of liability, exceed the actual amount paid by the Customer in accordance with the Separate Contract during the 12 months immediately preceding the incident in question. However, the foregoing shall not limit the payment obligation of the Customer under Section 4 (Fees and Payment for the Service).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Agreement Term and Cancellation

10.1. Agreement Term. The Agreement takes effect on the date on which the Customer accepts the Agreement, and continues until the Separate Contract under the Agreement expires or is canceled.

10.2. Effective Period of the Service. The Service subscribed to by the Customer takes effect on the Service start date specified in Fsol's notification to the Customer, and continues in effect until the last day in the month after the Service start month. Unless either party gives notice to discontinue the Service to the other party during the effective period of the Service, the effective period of the Service will be automatically renewed for one (1) more month, and will continue to be automatically renewed each month thereafter. Any notice from either party to not renew the effective period shall be made to the other party at least one (1) month in advance. If Fsol increase the price for the Service, Fsol shall give written notice of a price increase to the Customer at least two (2) months in advance. Such price increase shall not exceed 10% of the current price of the Service.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Payment upon Termination. Upon any termination of this Agreement, Customer shall pay any unpaid fees covering the term of all Separate Contracts before the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Fsol for the period prior to the effective date of termination.

10.5. Surviving Provisions. The following provisions shall survive any termination or expiration of the Agreement: Sections 4 (Fees and Payment for the Service), 5 (Property Rights), 6 (Confidentiality), 7.3 (Exclusion of Liability), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Payment upon Termination), and 11 (General Provisions).

11. General Provisions

11.1. Compliance with Export Control laws. Each party shall comply with the applicable export control laws and regulations in Japan, the United States, and in every other country where the Service is provided or used. Additionally, the Customer warrants that (i) the Customer does not appear on the U.S. Government's Table of Denial Orders or Entity List for imposing export restrictions, and (ii) the manner of access or use by the Customer does not violate U.S. export controls and restrictions.

11.2. Relationship of the Parties. Each party is an independent entity. Nothing in the Agreement will create any partnership, franchise, joint venture, agency, trust, or employment relationship.

11.3. Base Time. The Agreement and the Service provisions shall use Japan Standard Time for all purposes except those relating to payment from the Customer.

11.4. Notice. Unless otherwise provided in the Agreement, all notices, permissions, and approvals under the Agreement shall be in writing and shall be deemed to have been duly given at the following time: (i) on the delivery date if delivered personally; (ii) on the fifth business day after the mailing date; (iii) on the second business day after the sending date of the confirmed successful facsimile transmission; or (iv) on the first business day after the e-mail sending date. However, an e-mail is not sufficient in the case of a claim of material breach or damages. Notice to Fsol shall be made to the following address: FUJITSU SYSTEM SOLUTIONS LIMITED, 2-28-8 Honkomagome, Bunkyo-ku, Tokyo 113-0021, Japan. Attention: President. Notice to the Customer shall be made to the address indicated by the Customer in the Service user information.

11.5. Waiver; Remedies Cumulative. Any failure or delay by either party in exercising any right provided under the Agreement shall not constitute a waiver of such right. Unless expressly provided in the Agreement, all remedies provided under the Agreement are not limited to, and in addition to other remedies provided for the parties under applicable laws and regulations.

11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7. Attorney Fees. Customer shall pay on demand all of Fsol's reasonable attorney fees and other costs incurred by Fsol to collect any fees or charges due to Fsol under this Agreement following Customer's breach of Section 4.2 (Payment).

11.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Separate Contracts), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.9. Governing Law. This Agreement and Separate Contracts shall in all respects be governed by and construed in accordance with the laws of Japan.

11.10. Jurisdiction. Depending on the amount of the claim and the plaintiff's choice, either the Tokyo District Court or the Tokyo Summary Court shall have the exclusive jurisdiction of the first instance for any disputes arising from or relating to the Agreement.

11.11. Entire Agreement. The Agreement (including all the terms and conditions referred to in the Agreement) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements, proposals, and representations with respect to the subject matter hereof. Unless otherwise provided in the Agreement, no modification, amendment, or waiver of any of the terms and conditions of the Agreement shall be effective unless duly signed, stamped, or accepted electronically by the other party. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and any exhibit or addendum hereto or the Separate Contract, the terms and conditions of said exhibit, addendum, or Separate Contract shall supersede.

Exhibit

Service name
AppRegion Type I Basic Service
AppRegion Type II Basic Service
AppRegion Type III Basic Service
AppRegion Additional User Service
AppRegion Additional Subscription Service

Service Specifications

1. Definitions of Terms

Microsoft	Microsoft Corporation in the U.S. and its affiliates.
Windows Azure platform	General term for the public cloud platform services provided by Microsoft.
Windows Azure	One service of the Windows Azure platform, which consists of hosted services and storage services. Hosted services provide computing functions, and storage services provide storage functions.
SQL Azure	Service that provides database functions. It is one service of the Windows Azure platform.
User ID	Login account for this service. One login instance per ID is allowed.
User count	Total number of user IDs, required by users of this service, for the Customer. It is also the maximum number of login accounts that can be registered with the Customer environment. The number of service users cannot exceed this total. The user count does not include the initial administrator ID, which is provided at the beginning. Furthermore, the initial administrator ID cannot be deleted.
Subscription	Windows Azure account provided upon conclusion of a Windows Azure platform agreement with Microsoft. It is a billing account for the Windows Azure platform.
Subscription count	Total number of subscriptions that the Customer can manage. It is also the maximum number of subscriptions that the Customer can register. To prepare each subscription managed, the Customer concludes an agreement with Microsoft. No subscriptions are provided under this service. Nor are they provided by Fsol.

2. Service Provision

Fsol provides the following features through this service (hereinafter referred to as "the Service") to the Customer:

- (1) Tenant management: Registers and manages information on tenants, which is the unit used to manage resources and applications on the Windows Azure platform.
- (2) Environment assignment: Assigns Windows Azure hosted services, storage services, and SQL Azure databases to tenants.
- (3) Setup: Automatically deploys applications.
- (4) Dashboard: Monitors the operating status and manages and operates resources on the Windows Azure platform.
- (5) Schedule: Registers schedules to automate operations management.
- (6) Release management: Registers and manages application information and modules.
- (7) Development environment: Provides a development environment for developers to use resources collaboratively on the Windows Azure platform.
- (8) User management: Registers and manages the user IDs of users who access the Service.
- (9) Role management: Registers and assigns a role to each user ID in order to control access to the Service.
- (10) Subscription management: Registers and manages the subscription information managed by the Service. The Customer is responsible for preparing the subscriptions themselves and the subscription information to be registered.
- (11) Operation log: Used to refer to the operation log recorded by the Service during operation.

3. Service Structure

The Service consists of the products in the items described below.

(1) Basic services

- a. AppRegion Type I Basic Service (hereinafter referred to as "Type I Basic Service")
User count: Up to 5 Subscription count: Up to 3
- b. AppRegion Type II Basic Service (hereinafter referred to as "Type II Basic Service")
User count: Up to 10 Subscription count: Up to 5
- c. AppRegion Type III Basic Service (hereinafter referred to as "Type III Basic Service")
User count: Up to 15 Subscription count: Up to 10

(2) Optional services

- a. AppRegion Additional User Service (hereinafter referred to as "Additional User Service")
Available only with a Type III Basic Service contract, this service can add one user ID (to up to 35 additional users).
- b. AppRegion Additional Subscription Service (hereinafter referred to as "Additional Subscription Service")
Available only with a Type III Basic Service contract, this service can add one subscription (to up to 10 additional subscriptions).

(3) Upgrade

Under the Service, any procurement of an additional user ID or subscription may require a change of contract to the next higher level. The Customer cannot subscribe to multiple basic services. In the case of a subscription to an optional service with the Type III Basic Service, said service shall terminate on the same date as the Type III Basic Service.

4. Prerequisites for Service

- (1) The Customer is wholly responsible for preparing the environment (including but not limited to hardware, software, facilities, air conditioning, etc.) specified separately as a requirement for provision of the Service by Fsol, at the Customer's own expense, before connecting to the service environment of Fsol (hereinafter referred to as "Service Environment of Fsol").
- (2) Continuous access to services of the Windows Azure platform provided by Microsoft is a requirement since the Service is provided using Windows Azure platform services.
- (3) The Customer agrees not to acquire or manage any backup in the Service Environment of Fsol. Such backups include a backup of the system environment built with the installation service or the data registered for use of the Service and a backup of the execution environment of the Service.

5. Service-related Inquiries

During the contract period of the Service, the Customer's administrator can send all of the Customer's questions, inquiries, and requests regarding the Service, such as about specifications of the Service, method of operation, and troubleshooting to determine the cause and corrective action when the Service is not operating normally, to the e-mail address designated by Fsol. The business hours are 9 a.m. to 5 p.m., Japan time, Monday through Friday except Japanese national holidays and company holidays specified by Fsol. Any question, inquiry, or request received after business hours will be processed on the next business day or later.

6. Customer Obligations

During the provision period of the Service, the Customer is responsible for the matters described in the items below, at the Customer's own expense.

- (1) The Customer is responsible for the usage and management of the IDs, passwords, etc. issued by Fsol for use of the Service. Fsol is not responsible for any loss caused by their use by a third party.

(2) The Customer shall maintain its computer environment by performing maintenance on the hardware and software operating in said computer environment.

(3) In the event that a temporary suspension of the Service is necessary, such as for maintenance of the Service Environment of Fsol, the Customer shall disclose the information necessary for maintenance of the execution environment of the Service to Fsol.

7. Exclusion of Liability

In no event shall Fsol be liable for any loss arising from the causes described in the following items (but not limited to said causes) for which Fsol has no legal responsibility to the Customer:

(1) Trouble at the Customer's facility or trouble caused by the Customer's facility;

(2) Access line problem or problem caused by the access line provided to the Customer by another telecommunications carrier;

(3) Willful damage by a third party to the functioning of the telecommunications line used for the Service or the telecommunications facilities used for network services;

(4) Trouble caused by the Customer's violation of Section 4 or 6 herein;

(5) Trouble that occurs with a third party, arising from the Customer's usage of the Service; or

(6) Any problem caused by a service stoppage or a functional or technical error in the Windows Azure platform provided by Microsoft.

8. Handling of the Customer's Personal Information

(1) The Customer is responsible for managing the personal information that the Customer registers (enters) in the Service. Fsol uses said personal information only for the purposes of notification and communication in connection with the Service.

(2) Personal information entered by the Customer for use of the Service may be sent to Microsoft or a service provider in the United States or another country, where its facilities may retain and process said personal information.

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