

## ACCEPTABLE USE POLICY OF "CUSTOMER COMPASS"

### Article 1 (Definitions)

(1) This acceptable use policy is applied when Samurai Systems Inc. (The Company) uses "Customer Compass" (The service), which is the service that the company offers to its customers.

(2) "Customers" means companies or private individuals or entities that accepted this acceptable use policy.

(3) "Geocoding" means to add geographical information of latitude/longitude (L/L) to locations that the address information indicates.

### Article 2 (Definition of Service)

The service is on a platform that the website [salesforce.com](https://www.salesforce.com) (Salesforce) offers, and a cloud application that operates on Google Maps, the latter being itself owned and operated by Google Inc.. For function realization, there is a case in which other outside services are adopted.

### Article 3 (Protection of Personal Information)

(1) Our company does not carry out any operation which infringe DATA Protection Laws or other laws relating to personal information that was acquired by the use of this service.

(2) Our company treats the following information as personal information.

(a) Account information of our customers for using this service.

(b) Other information such as inquiries and interactions between our company and customers by E-mail, phone, FAX, letters and so on.

(3) Our company can use personal information for the following purposes.

(a) For offering this service.

(b) For supplying information of our company

(c) For examination and analysis of this service's use trend.

(d) For research or development of new services of our company.

(e) For offering information about this service's functions or troubles, and other information which is related to this service.

(4) Our company shall not release personal information to third parties except for the cases that corresponds to the following items:

(a) The case in which information is treated by cooperation or trust with third party for the achievement of the use purpose stipulated in the items before.

(b) In the event of a transfer of business, corporate spin-off and so on, as a part of operating assets, personal information is shared with third parties.

(c) In the event that personal information is used by both the Company and the, in which case the customer shall be served a notice.

#### Article 4 (Usage Application, Charge and Payment)

##### (1) Subscription

Definition: Subscription means a user's right to, based on contract, to our service which is purchased from our company for a specified period by our customers.

If there is no special rule in this written order, (i) A customer buys a 'subscription', and not the software.

The number of users who can use service shall not exceed the number of subscription purchased..(ii) As for additional subscription, it can be added in the subscription contract period, at the same price of the existing subscription, and the total price shall be proportionally distributed at the point of adding a new subscription, to the remaining period that is affective.

(iii) The new subscription shall be valid for the same period as the current subscription. Subscription shall be for one specified user, and it is against our policies for a subscription to be shared with other users. However, a user can transfer his rights to a subscription to another user.

(2) Users shall, unless otherwise agreed, pay the all the fees that is based his subscription contract, to the company.

(3) The company charges for your subscription rights and

not for your actual use. If a user cancels or terminates his subscription contract, he shall still use the account for the valid period but no refunds will be accepted by the company.

(4) In the event that the Company terminates the subscription contract, the rules are given in a separate document, the Refund Policy.

(5) The Company reserves the right to change the subscription prices without prior notice, the rules are given in a separate document, the Price Adjustment Policy

(6) Renewal of subscription

As for subscription of this service, if any person does not terminate the contract by giving written notice of 30 days, the subscription is automatically renewed.

(7) Impossibility to cancel

No user shall be allowed to cancel a subscription contract or to decrease the number of subscriptions once the contract has started.

(8) The minimum period of subscription

The minimum period of subscription and its renewal shall be 1 year. The subscription fees shall be paid monthly, starting on the day of the start of subscription for each and every month.

(9) No payment cancellation shall be accepted, subject to section (6) of Article 4.

(10) A trial period offered by the company ends on the occurrence of one of the following: (a) End of Free Trial period; (b) The purchase of a valid subscription license.

The Free Trial is provided on an "AS IS" basis and the Company provides no guarantee of any sort to free trial users.

## Article 5 (Intellectual Property Right)

(1) All intellectual property rights in the Software Product and user documentation are owned by the Company or its suppliers and are protected by law, including but not limited to copyright, trade secret, and trademark

law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of the Company. As for copy right of geometrical information of latitude and longitude that was acquired by using geo-coding functions offered by our company, it shall not be transferred to this user. Geo-coding function should be offered only for this service's usage purpose, it is impossible to use the geometrical information acquired by its result not in this service, also, it is impossible to export it if its purpose is for backup.

#### Article 6 (Our Customer's Inhibited Items)

In using this service, our customer should not do the following:

- (a) Using, appropriation, or copying of others' production
- (b) Any action which damages our company's or the third party's right, reputation, trust
- (c) Committing an act in violation of laws or regulations or any other threats to public order
- (d) Using this service for illegal purposes
- (e) preventing the offering of this service in any way
- (f) using this service for measuring this service's feasibility, effectiveness, function and for other benchmark without the written permission of the Company,
- (g) Copying, remaking, reverse-engineering, decompiling, disassembly of software and so on related to this service, and any other action offending our company's intellectual property rights about this service
- (h) Using one user ID by more than one at the same time, or other illegal usage.
- (i) Actions in which this service is made usable by other users than this user
- (j) Any other actions that are judged as inappropriate by our company

#### Article 7 (Termination of Usage, Cancellation of Contract)

Our company reserves the right to stop offering this service and to cancel this service's contract without notification or advice if any of the following event occurs:

- (a) If our customer offends any items of this policy.
  - (b) If there is a false declaration in items written on using application form.
  - (c) In the case of which our customer is a member of an antisocial force, or there is any possibility of relating to antisocial forces.
  - (d) Others, as our customer of this service, if our company judged that he or she is inappropriate.
- In such case, the user loses all his right to the validity period agreed in the subscription contract.

#### Article 8 (Termination and Abolition of Service)

(1) Our company reserves the right to terminate all or a part of this service by giving a 1 month written notice. However, such notice is not guarantee in cases of emergency or any other cases beyond the control of the company.

#### Article 9 (End of Contract of This Service)

- (1) This service contract ends at the time of any of the following:
- (a) Based on Article 7, upon cancelation of subscription contract
  - (b) When this service was terminated or abolished
  - (c) Upon mutual agreement of all parties

#### Article 10 (Guarantee and Responsibility)

- (1) This service shall not guarantee any accuracy of geo-coding.
- (2) This service shall be offered in its present state. The company does not provide any guarantee about any inaccuracy, imperfection, misuse, redundancy, damages to rights of third parties, and any other present and future services offered (including information that is acquired by our customer as a result of this service).
- (3) Our company shall not be responsible for any damages

to any user or third party due to the use and non-use of this service and , ,any termination or damages resulting of a termination.

(4) Users are responsible for any damage done to third parties and shall compensate of any such damage at their own expense.

#### Article 11 (Compensation for Damage)

Notwithstanding any damages that you might incur, the entire liability of the company and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to amount paid to the Company.

#### Article 12 (Transfer of Right and Responsibility)

Users may not rent, lease or lend the Software Product nor sublicense, assign nor transfer the license or Software Product except as expressly provided in this EULA.

#### Article 13 (Change of Policy and Service content)

(1) The Company reserves the right to change the policies and the service contents, and shall inform users of such change by publishing on website or any other appropriate notification 1 month in advance.

(2) Your continued use of this service shall constitute your acceptance to such changes in policy.

(3) Even if there is a change in service content of this service, the policy shall be applicable in the absence of any notification.

#### Article 14 (Applicable Law, Jurisdiction)

(1) As for completion, effectiveness, conduction and interpretation of this policy, the Japanese Law shall be applied.

(2) If all negotiation fails, the, Osaka Regional Court shall have the exclusive jurisdiction to any dispute.

(3) The invalidity or unenforceability of any particular provision of this EULA shall not affect the other provisions of this Agreement and shall be construed in all respects as if such invalid or unenforceable

provisions were omitted. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

#### Article 15 (Effectiveness of Policy)

This policy becomes effective on the day of conduction day provided in the supplementary provision or its last revised day.

The supplementary provision : Conduction Day: 1st of November 2013