

Customers who use the services provided by Leader Electronics Corporation (hereinafter referred to as the "Company") at GLADIAS shall agree to these GLADIAS Terms of Use (hereinafter referred to as the "Terms") and use the Service in accordance with the Terms. When an applicant for the use (limited to business entities) makes an application for use of the Service by the Company's prescribed form for an application for use of the Service in accordance with the Company's prescribed procedures and clicks the confirmation URL described in the e-mail notice sent by the Company to the applicant for the use within one hour, an agreement for use of the Service under the Terms shall be formed between the applicant for the use and the Company and the applicant for the use (who becomes the Customer) shall comply with the Terms. You may apply for use of the Service only when you have read all the provisions of the Terms and intend to comply with the Terms.

Article 1. Definitions

The definitions of the following terms used in the Terms shall be as follows:

1. "GLADIAS" shall mean a cloud service provided by the Company that checks for errors in contents including video/audio and the service is described in the "GLADIAS Service Specification" separately set forth by the Company.
2. "Customer" shall mean a business entity (including corporations, non-corporate organizations and individuals, but limited to business entities) that has concluded an agreement for use of the Service with the Company under the Terms by the way in which the applicant for the use makes an application for use of the Service by the Company's prescribed form for an application for use of the Service in accordance with the Company's prescribed procedures and clicks the confirmation URL described in the e-mail notice sent by the Company to the applicant for the use within one hour.
3. "Service" shall mean the service that the Company provides to the Customer at GLADIAS (including any new version of such service).
4. "Service System" shall mean a system that the Company establishes and manages for the purpose of use for the Service or the system (including telecommunications line facilities) that the Company uses on the contract with a third party.
5. "Customer Equipment" shall mean the terminal equipment, peripheral equipment, the communication facilities and communication networks for the connection to the Service System (whether established by the Customer itself or used by the Customer on the contract with a third party) necessary for the Customer to use the Service other than the Service System.
6. "Service Account, etc." shall mean an ID and a password necessary for logging in when using the Service, an e-mail address the Company notifies to the Customer, an access URL, and other information necessary for the Customer to use the Service or access the Service System.

Article 2. Application and Formation of Agreement

1. An application for the Service may be made by an applicant for the use through the Company's prescribed form for an application for use of the Service in accordance with the Company's prescribed procedures. Applications for the use of the Service shall be limited to business entities (including corporations, non-corporate organizations and individuals). When an applicant for use of the Service makes an application for use of the Service by the Company's prescribed form for an application for use of the Service in accordance with the Company's prescribed procedures and clicks the confirmation URL described in the e-mail notice sent by the Company to the applicant for the use within one hour, an agreement for use of the Service under the Terms (hereinafter referred to as the "Service Agreement") shall be formed between the applicant for the use and the Company. If the applicant for the use does not click

- the confirmation URL within one hour, the Service Agreement shall not be formed.
2. In the event an application for use of the Service is made, the applicant's name or entity name, address, contact name, e-mail address, telephone number, and other matters specified by the Company (hereinafter collectively referred to as the "Applicant Information, etc.") shall be submitted to the Company through the Company's prescribed form for an application for use of the Service in accordance with the Company's prescribed procedures. In addition, the applicant for the use may be required to submit to the Company documents proving the facts of the Applicant Information, etc.
 3. With regard to the application for the Service Agreement from the applicant for use of the Service, the Company may examine the Applicant Information, etc. for confirmation. Therefore, it may take time for the applicant for the use to start using the Service, or the Company may decline the application for use of the Service by the applicant for the use.
 4. In the event that an application for use of the Service falls under any of the following items, the Company will decline the application for use of the Service and is not required to disclose the reason thereof.
 - (1) In the event an application for the use is made with untrue information.
 - (2) In the event the applicant for the use has in the past failed to fulfill its contractual obligation with respect to the products, services and so on the Company provides, or the Company judges that it is likely to fail in the future.
 - (3) In the event the applicant for the use is a gang, a gangster, a person who has not been a gangster for the past five years, a quasi-gangster, a gang-affiliated company, a corporate extortionist, a person who pretends to be a person professing a social movement, a special intelligent violent group, or any other similar person (hereinafter referred to as "Anti-Social Forces, etc."), or the Company judges that it is engaged in or associated with Anti-Social Forces, etc. by the cooperation with or involvement in the maintenance, operation or management of Anti-Social Forces, etc. through the provision of funds or other means.
 - (4) In the event the Company judges that the continuation of the provision of the Service to the applicant for the use is difficult for reasonable reasons.
 - (5) In the event the Company judges that the provision of the Service to the applicant for the use is likely to significantly interfere with the operation of the Company's business.

Article 3. Start of Service

The Service starts from the time when the Service Agreement is formed in accordance with Article 2, paragraph 1.

Article 4. Service Usage Fees and Payments

1. The Customer shall pay the Company the service usage fees. The Customer shall pay the Company the service usage fees in Japanese yen by means of a credit card payment acceptable to the Company on or before the due date for payment of the service usage fees. Please refer to "Service Usage Fees and Payments" separately set forth by the Company for details of service usage fees, payment dates and payment methods.
2. The use of the Service made using the Customer's login ID and password shall be deemed the Customer's use of the Service and any service usage fees incurred therefrom shall be paid by the Customer. Provided, such event is excluded when the Customer has proved that the use of the Service made using the Customer's login ID and password was made by a third party for reasons not attributable to the Customer.
3. The Company may campaign for the Service and set a campaign price as the service usage fees.
4. If the Customer does not pay the service usage fees or any other liabilities to the Company under the Terms after the due date for payment, the Customer shall pay the

Company the amount calculated at the rate of 14.6% per annum for the period from the day following the due date for payment until full payment, as delay damages. The percentage per year shall be calculated on a prorated daily basis as 365 days per year even for the period including a leap year day.

5. If the Customer fails to pay the service usage fees or any other liabilities in whole or in part on or before the due date for payment, the Company may immediately terminate the Service Agreement and suspend the provision of the Service. In this case, the Customer's service usage fees accrue even for the month in which the Service is suspended, and even if the day of the provision suspension is in the middle of a calendar month, no reduction or refund shall be made on a prorated daily basis.
6. Service usage fees paid by the Customer to the Company shall not be refunded at all unless under applicable law the Company is obligated to refund in whole or in part to the Customer.

Article 5. Termination by Customer

If the Customer intends to terminate the Service Agreement, the Customer shall notify the Company of the termination of the Service in the application form designated by the Company on or before the last day of the month in which the Customer wishes to terminate, by which the Service Agreement shall be terminated at the end of the last day of the month.

Article 6. Change of Applicant Information, etc.

In the event of any change in the Applicant Information, etc., the following shall apply.

1. In the event of any change in the Applicant Information, etc., the Customer shall change the Applicant Information, etc. in accordance with the procedures specified by the Company.
2. If the Customer does not make any changes in accordance with the preceding paragraph notwithstanding any change in the Applicant Information, etc., the Company shall not be liable for any inconvenience or damage caused to the Customer due to the Company's notices to or contact with the Customer based on the pre-change Applicant Information, etc. or failure to contact the Customer.

Article 7. Use of Applicant Information, etc.

1. The Company shall manage the Applicant Information, etc. submitted by the Customer with the care of a good manager and shall not use it for any purpose other than the Service without the consent of the Customer.
2. The Company may use the Applicant Information, etc. for the following purposes and the Customer consents to the same.
 - (1) For the provision, management or operation of the Service.
 - (2) For the Company to contact the Customer with respect to the Service or the Terms.
 - (3) For sending out information, etc. concerning campaigns, questionnaires, etc. or any other information, etc. concerning the Company's products or services, etc. (If the Company is notified that the Customer does not wish to receive such information, etc., such information, etc. will not be sent after that.)
 - (4) For sending out gifts, etc. in association with campaigns, questionnaires, etc.
3. Also, in the event that a notice to or contact with the Customer is not made even if the Company attempts to notify or contact the Customer based on the Applicant Information, etc., the Company shall not be liable for any inconvenience or damage caused to the Customer due to the Company's notices or contact with the Customer based on the Applicant Information, etc. or failure to contact the Customer. In the event that the Company is unable to notify or contact the Customer based on the Applicant Information, etc., the Company may notify or contact the Customer based on any other information or by any other means, but the Company shall not be obliged to do this.
4. The Company may disclose the Applicant Information, etc. to a third party in

accordance with a legal request (including a request based on a written inquiry of matters relating to a criminal investigation), a court judgment or decision, an order or request of an administrative agency, or any other legal procedures.

5. The handling of personal information contained in the Applicant Information, etc. shall be governed by the provisions of the Personal Information Protection Law and the Company's Personal Information Protection Policy (<https://www.leader.co.jp/privacy-policy>).

Article 8. Establishment and Maintenance of Customer Equipment

The Customer shall, at the Customer's expense and responsibility, establish and maintain the Customer Equipment in compliance with the technical standards and technical requirements set forth in the "GLADIAS Service Specification". The technical standards and technical conditions set forth in the "GLADIAS Service Specification" may be changed from time to time due to changes to the Service, etc. Also in this case, the Customer shall, at the Customer's expense and responsibility, establish and maintain the Customer Equipment in compliance with the changed technical standards and technical conditions. The establishment and operating environment conditions of the Customer Equipment necessary for using the Service are as set forth in the "GLADIAS Service Specification".

Article 9. Customer Contents and Results

1. All data and information contained in the contents entered into the Service System by the Customer (hereinafter referred to as the "Customer Contents") shall be that which the Customer itself has the right to control, is actually controlling, has the copyright thereto or the right to use and is entitled to use the Customer Contents for the use of the Service. The Customer shall not enter into the Service System any contents that infringe any right of the Company or a third party (including intellectual property rights and any other property rights, portrait rights, rights of honor or reputation, and privacy rights), any contents that are contrary to public order and morality, any contents that contain harmful programs, or any contents that violate laws and/or regulations. If the Company or a third party suffers damage due to the entry of any contents violating this paragraph into the Service System, the Customer shall be fully responsible for that.
2. Customer Contents entered into the Service System by the Customer for use of the Service will be deleted when the evaluation results (hereinafter referred to as the "Results") are provided to the Customer by the Service System or when the Service Agreement ends.
3. The Customer shall not enter the Customer Contents into the Service System for use of the Service System as a data repository. The Customer shall retain the original of the Customer Contents at the Customer, and the Company shall not be responsible in any way for restoration, damage or any other liability even when the Customer Contents entered into the Service System are lost or damaged for any reason even during the effective term of the Service Agreement.
4. The Company will not access the Customer Contents or the Results except when the Service System uses the Customer Contents for the use of the Service or provides the Results to the Customer. Provided, the Company may access the Customer Contents or the Results in any of the following cases:
 - (1) For the safe operation of the system associated with the Service.
 - (2) For preventing any problem with the Service or on the system of the Service.
 - (3) For resolving any support problem when a request is made to the Company from the Customer in connection with the support problem of the Service.
 - (4) For considering, investigating, researching or developing any new product or new service. Even in this case, the purpose of the unauthorized use of the Customer's works or confidential information pertaining to the Customer Contents or the Results shall not be included.

- (5) For investigating whether or not the contents are in violation of paragraph 1.
5. The Company will keep the Customer Contents and the Results confidential and will not disclose the Customer Contents or the Results to a third party without the Customer's consent. Provided, any of the following information shall be excluded from the subject of confidentiality.
 - (1) Information that is publicly known at the time when the Customer Contents are entered.
 - (2) Information in the Company's possession at the time when the Customer Contents are entered.
 - (3) Information that has become publicly known for any reason not attributable to the Company after the Customer Contents are entered.
 - (4) Information the Company has legitimately obtained from a third party without an obligation of confidentiality.
 - (5) Information developed or obtained independently by the Company without relying on information of the Customer Contents.
6. Notwithstanding the preceding paragraph, the Company may disclose all or part of the Customer Contents or the Results to a third party without the Customer's consent in accordance with a legal request (including a request based on a written inquiry of matters relating to a criminal investigation), a court judgment or decision, an order or request of an administrative agency, or any other legal procedures.
7. The Company may use or disclose to a third party the Customer Contents or the Results as statistical data. In addition, the Company may analyze the Customer's usage circumstances or access logs of the Service and use or disclose them to a third party for the development or improvement of the Service or any other product or service of the Company. Provided, the Customer shall not be identified at the use or disclosure to a third party under this paragraph.
8. The maximum capacity of one file of the Customer Contents that the Customer can enter into the Service System is 500 gigabytes.
9. The Company uses servers located in Japan as servers where the Customer Contents are entered, saved and processed. The Customer may enter the Customer Contents into such servers only when the Customer is permitted to enter the Customer Contents into such servers and receive the Results under the laws and regulations of a place where the Customer's office is located, a place of entry of the Customer Contents and a place of receipt of the Results and any other applicable laws and regulations. The Customer at its responsibility shall judge the compliance with these laws and regulations, and the Company shall not be responsible in any way for the compliance with these laws and regulations.
10. The Results will be deleted upon the Customer's instructions or upon the end of the Service Agreement with the Customer.

Article 10. Service Account, etc.

1. The Customer shall keep the information on the Service Account, etc. confidential and strictly manage the information at its responsibility, and shall not disclose, divulge or disseminate the information to anyone other than the Customer.
2. In the event the Service Account, etc. has become known to a third party other than the Customer or there is a possibility thereof, the Customer shall immediately notify the Company thereof. The Company will endeavor to immediately suspend the Service Account, etc. on the business day when such notice is received. After confirming that the suspension has been executed properly, the Company will take procedures for issuing a new Service Account, etc.
3. The Company shall not be responsible in any way for any direct, indirect or any other inconvenience or damage to the Customer caused by the fact that the information on the Service Account, etc. has become known to a person other than the Customer.

Article 11. Suspension of Service

1. Periodic maintenance is conducted on the Service. The Service may not be used in whole or in part during such periodic maintenance. The timing and time of the periodic maintenance will be notified on the Company's Web page or by e-mail, etc. to the Customer in advance.
2. In the event of any of the following, the Company may suspend the provision of the Service. In this case, the Company will endeavor to notify thereof on the Company's Web page or by e-mail, etc. to the Customer or by other means in advance, but the Company may not be able to notify thereof in advance at the time of emergency.
 - (1) In the event a failure occurs on the Service or any other system or telecommunications facilities necessary for the provision of the Service.
 - (2) In the event it is unavoidable for maintenance of the Service or any other system necessary for the provision of the Service or the maintenance or construction of the telecommunications facilities.
 - (3) In the event that it is difficult to provide a normal service due to significant load or interference imposed on the Service or when the Company judges that such difficulty will occur.
 - (4) In the event the Company is aware of the possibility of significant damage to the Company or a third party by the provision of the Service for any reason whatsoever.
 - (5) In the event the provision of the Service is or is likely to be difficult by the suspension of telecommunications services by telecommunications businesses or telecommunications business entities inside or outside the country, power supply services by power companies or any other public services.
 - (6) In the event the provision of the Service is difficult or is likely to be difficult due to natural disasters such as earthquake, tsunami, typhoon and lightning strike, war, riot, enactment, revision or abolition of the law or regulation, or other force majeure, etc.
 - (7) In the event there is a need to upgrade the Service.
 - (8) Otherwise in the event the Company reasonably considers it necessary to suspend the provision of the Service.
3. The Company shall not be responsible in any way even if the Customer suffers damage due to the suspension of the Service under this Article.

Article 12. Termination by Company

The Company may terminate the Service Agreement with the Customer by giving the Customer a notice thereof made at least six months prior to the termination date.

Article 13. Prohibited Matters

1. The Customer shall not do any of the following:
 - (1) Disclosing, divulging or disseminating the information on the Service Account, etc. to a person other than the Customer.
 - (2) Modifying, translating, changing, revising or analyzing documents or programs related to the Service.
 - (3) Creating or providing derivative services using the Service without the Company's permission.
 - (4) Infringing the Company's intellectual property rights or any other rights.
 - (5) Entering into the Service System any contents that infringe any right of the Company or a third party (including intellectual property rights and any other property rights, portrait rights, rights of honor or reputation, and privacy rights), any contents that are contrary to public order and morality, any contents that contain harmful programs, or any contents that violate laws and/or regulations.
 - (6) Sending a large amount of information to the Service System that could interfere with the normal operation of the Service System.
2. In the event that the Customer conducts any act that falls under any of the acts in the items in the preceding paragraph, the Company may, without any advance notice,

immediately suspend the provision of the Service or use of the Service Account, etc., terminate the Service Agreement, or take any other measures as the Company deems necessary.

3. The Company shall not be responsible in any way for direct, indirect or any other damage incurred by the Customer due to the Company's action taken under the preceding paragraph.

Article 14. Limitation of Liability and Dispute

1. Even in the event that the Company is liable to the Customer for damages in connection with the Service Agreement with the Customer, the Terms or the provision of the Service, whether due to breach of contract (including the Terms), default, tort, or any other legal basis, also even if the Company has been informed in advance of the possibility of the occurrence of the damage, the damage shall be limited to that which the Customer has suffered directly from the cause of the damage, shall not include indirect, accidental, incidental, consequential or special damages, and shall not include punitive damages, and the limit of the damages the Company owes shall be the total amount of service usage fees paid by the Customer to the Company in the past one year until the time of the occurrence of such damage.
2. In the event the Customer causes damage to a third party with respect to the use of the Service, the Customer shall indemnify such damage at the Customer's own expense and responsibility and shall not be entitled to claim any indemnification or compensation against the Company.
3. In the event any dispute arises between the Customer and a third party in connection with the use of the Service, the Customer shall settle such dispute at the Customer's responsibility and the Customer shall not be entitled to claim for arbitration or mediation of such dispute, request for relevant information or any other claim against us.
4. In the event any dispute arises between the Customer and a third party in connection with the use of the Service, and if the Company has become liable for the damages to such third party or any other liability for any reason attributable to the Customer or if the Company has borne the costs (including attorneys' fees) for the defense against any claim from such third party, the Company may claim for compensation of such damages or costs against the Customer.
5. In the event the Customer breaches the Service Agreement and the Company has suffered damage, the Customer shall indemnify the Company for the damage the Company has suffered.

Article 15. Intellectual Property Rights, etc.

The rights to all programs, software, services, procedures, writings such as documents, drawings, trademarks, trade names, etc. that constitute the environment where the Service is operated or the Service, including all intellectual property rights (including copyrights and trade secrets) shall vest in the Company or its suppliers.

Article 16. Termination of Agreement

In the event the Customer falls under any one of the following items, the Company may immediately terminate the Service Agreement without any advance notice to the Customer.

- (1) In the event the Customer violates any one of the provisions of the Terms. Provided, in the case of paragraph (8), paragraph (8) shall apply.
- (2) In the event of any misrepresentation or omission in the Applicant Information, etc.
- (3) In the event the Customer commits an act in violation of Article 13, paragraph 1.
- (4) In the event that a motion for bankruptcy, corporate rehabilitation proceedings or civil rehabilitation proceedings has been filed against the Customer and a decision to commence such proceedings has been made, or the Customer itself has filed such motion.
- (5) In the event a motion for provisional attachment, provisional disposition,

compulsory execution, auction sale, etc. is filed against the Customer. Provided, an event not affecting the performance of the Service Agreement by the Customer is excluded.

(6) In the event the Customer is subject to a disposition for suspension of dealings by a clearinghouse or a disposition for failure to pay taxes or other public charges, or in the event any event to be subject to such motion, disposition or notice has occurred.

(7) In the event a notice to or contact with the Customer from the Company based on the Applicant Information, etc. is not delivered during 60 days or more.

(8) In the event the payment of the service usage fees is delayed and such payment delay continues for more than 14 business days of the Company.

Article 17. Termination of Agreement due to Relationship with Anti-Social Forces, etc.

1. The Customer represents, warrants and undertakes during the term of the Service Agreement that the Customer or its officers or employees do not fall within any Anti-Social Forces, etc. and that the Customer does not fall under any of the following items:
 - (1) Having a relationship in which Anti-Social Forces, etc. are found to have control over the management.
 - (2) Having a relationship in which Anti-Social Forces, etc. are found to be substantially involved in the management.
 - (3) Having a relationship in which Anti-Social Forces, etc. are used unjustly such as for the purpose of intending to obtain unjust gain for the Customer or a third party or for the purpose of causing damage to a third party.
 - (4) Having a relationship in which funds, advantages or any other are provided to Anti-Social Forces, etc.
 - (5) Having a relationship in which an officer or a person who is substantially involved in the management has a relationship with Anti-Social Forces, etc. that should be socially criticized.
2. In the event the Customer is found to be in violation of the preceding paragraph, the Company may, without any advance notice, immediately terminate the Service Agreement.

Article 18. Prohibition of Transfer, etc.

Customer may not assign, lend, place for the subject of pledge or any other security its status as a party to the Service Agreement or the right to receive the provision of the Service.

Article 19. Consignment

The Company may consign all or part of the operation related to the provision of the Service to a third party without the consent of the Customer. Provided, in such a case, the Company will control the consignee at its responsibility.

Article 20. Governing Law and Dispute Resolution

1. The Terms and the Service Agreement shall be governed by and construed in accordance with the laws of Japan, except for the application of conflicts of law principles.
2. All disputes, controversies or differences which may arise out of or in connection with the Terms, the Service Agreement or the Service between the Customer and the Company shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The language used in the arbitral proceedings shall be Japanese.

Article 21. Export Control

The customer shall obtain the prescribed permission when conducting export transactions that require the permission specified in the Foreign Exchange and Foreign Trade Law

(including related ministerial ordinances) in connection with this service.

Article 22. Changes to the Terms or the Service

The Company may change the Terms or the contents of the Service. In this case, the Terms or the contents of the Service shall be based on the changed contents on and after the effective date of the change. In the event the Company changes the Terms or the contents of the Service, such change will be notified on the Company's Web page or by e-mail, etc. to the Customer in advance. By this, it shall be deemed that the Customer has been notified of the change regardless of whether the Customer is actually aware of the notice on the Company's Web page or the notice by e-mail, etc. Provided, prior notice or communication may be omitted in the event of minor changes not detrimental to the Customer, such as word amendments. If the Customer does not agree to the contents of the change, the Customer may not use the Service on and after the effective date of the change. If the Customer does not agree to the contents of the change, the Customer shall terminate the Service Agreement as of the last day of the month prior to the month in which the change becomes effective in accordance with Article 5. If the Customer does not terminate the Service Agreement, the Customer shall be deemed to have agreed to the contents of the change and the changed Terms or the Service will apply to the Customer on and after the effective date of the change.

Article 23. Other

1. With respect to the use of the Service, the contents of the Terms shall be the sole agreement between the Customer and the Company with respect to the subject matter of the Terms.
2. If any provision of the Terms is declared invalid or unenforceable by any court, etc., the Terms shall be amended so as to conform to the legal requirements of such court, etc. and the contents of such amendment shall automatically become a part of the Terms. If amendment is impossible, the invalid or unenforceable provision shall be deleted and the remaining provisions of the Terms shall remain in full force and effect unless there is a substantial departure from the intent expressed in the Terms.
3. In the event that the Service Agreement is terminated or ends for any reason whatsoever, the Customer may not use the Service in any way after the time of the end, nor may the Customer view the Customer Contents or the Results.
4. With respect to the Terms and the Service, the year, month, day and time shall mean the Japanese time regardless of the location of the Customer's office, and Japan time shall apply.
5. The Company cannot provide any service that is not included in the Terms or the contents of the Service, provide the Company's internal materials related to the Service, or respond to the Customer's request for the addition of separate services.
6. The "Service Level Agreement" (SLA) separately set forth by the Company applies to the provision of the Service.