

Terms of Use for “Motivation Cloud Engagement” Services

Customers (collectively, “Users”) who wish to use the “Motivation Cloud Engagement” services (“Services”) provided by Link and Motivation Singapore Pte. Ltd.(“LMS”) shall use the Services in accordance with the following terms of use (“TOU”).

Article 1. Definitions

The definitions for the terms used in these TOU shall be as follows.

- (1) “Motivation Cloud Engagement Services” means the cloud system and accompanying services provided by LMS to increase Employee Engagement (defined below) and strengthen a company’s organization.
- (2) “Employee Engagement” means the mentality of employees in duly understanding the company’s strategies and goals, demonstrating their voluntary initiative to achieve the company’s goals, increasing their willingness to contribute to the company, growing individually, and further developing the company’s organization.
- (3) “Engagement Score” means the measurement of the degree of mutual understanding and compatibility between a company and its employees.
- (4) “Cloud System” means the system on the cloud (“System”) having all the functions to implement a Survey (defined below) (including the functions to register a User’s information and to analyze and process and provide survey results) and to access survey results and the like (including the function to confirm a User’s organizational topics, areas of improvement, action plans, and the like).
- (5) “Survey(s)” means the diagnostic method developed and implemented by LMS to investigate a User’s employees’ expectations for and satisfaction with a company’s organization. The process of requesting responses in a Survey, obtaining and collecting the responses, and calculating the Engagement Score (collectively referred to as “Survey Implementation”) is undertaken in accordance with these TOU and Appendix 1 “Additional Rules for Survey Implementation” (“Appendix 1”). The month during which a User completes a Survey is a “Survey Completion Month.”
- (6) “Contract Type” means either a “Standard Contract” or a “Long-Term Contract” as indicated in the “Schedule of Fees for Motivation Cloud Engagement Services” separately provided by LMS (“Schedule of Service Fees”). The details of the services and the survey implementation parameters for Each contract type sets forth in the Schedule of Service Fees.
- (7) “Registered User(s)” means Users’ employees who can use the Services.
- (8) “Account” means a unique identifying method used to verify access to the Services provided by LMS.
- (9) “Password” means a string of characters used to verify access to a server required when confirming a User’s account.
- (10) “Start Month” means the month in which a User specifies that it will start using the Services. The commencement date of a User Agreement (defined below) will be the first day of the Start Month regardless of the date on which the relevant User begins using the Services.
- (11) “Rule Establishment” means the act of registering a period and other parameters on the System to implement a Survey (cycle) when a User starts using the Services.

Article 2. Purposes and Details of Services

LMS shall propose how to improve a company's organization based on an Engagement Score and shall provide the Services to a User to increase the User's Employee Engagement and strengthen the User's company's organization.

Article 3. User Agreement Conclusion and Guarantees

1. A User shall submit an application in the form prescribed by LMS ("Application Form") to LMS after agreeing to these TOU. LMS shall consider whether to grant its approval pursuant to LMS's prescribed criteria and shall notify the User upon approving the User's application. LMS and the User shall conclude a User Agreement for the Services based on LMS's approval ("User Agreement"). These TOU shall remain in effect throughout the period during which the User uses the Services.
2. Users understand that Amazon Web Services are used as a server/network infrastructure for the Services. The Amazon Web Services Privacy Notice shall apply to such use.
[Amazon Web Services Privacy Notice]: https://aws.amazon.com/privacy/?nc1=h_ls
3. When using any functionality of the Services that relies on services provided by a third-party generative AI service provider (a "Generative AI Provider," including any service that has been renamed), the User is solely responsible for the User's acts of using such functionality and for any acts incidental thereto (including providing the User's data to the Generative AI Provider), as well as for any and all consequences arising therefrom. The terms, usage policies and other rules of the applicable Generative AI Provider(s) (collectively, the "Generative AI Terms") apply to such use.
[Generative AI Terms] : <https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793>
4. Users understand that some of the services listed in the Schedule of Service Fees may be implemented online. When a Survey is implemented online, the Survey will be implemented in accordance with Appendix 2 "Additional Rules for Online Survey Implementation" ("Appendix 2"; collectively, Appendix 1 and Appendix 2 are referred to as the "Appendices").
5. Users guarantee the following regarding the personal information held by and provided to LMS and used by LMS within the scope of the purpose of providing the Services: (i) the User has obtained the consent of the data subjects and has complied with other legal requirements pursuant to applicable laws and regulations; (ii) the personal information has been properly and legally obtained; and (iii) the use of personal information held by and provided to LMS by the User by the LMS within the scope of the purpose of providing the Services do not infringe on any third party's rights, are lawful, and comply with the laws and regulations concerning personal information protection and other laws and regulations.

Article 4. Obligations regarding Notifications of Changes in Registered Information

1. Users guarantee that all of the registered information that the User provides to LMS (including the information on its Application Form) when applying to use the Services ("Registered Information") is accurate.
2. A User shall promptly notify LMS if its Registered Information changes.

Article 5. LMS's Scope of Guarantees for Services

1. LMS shall provide the Services with the due care of a prudent manager.
2. LMS guarantees to Users that the Services provided by LMS, excluding output generated by AI functions, do not infringe on any third party's copyrights or any other rights and that the Services are

legal.

3. LMS does not guarantee to Users that the output generated by the AI functions is accurate, reliable, safe, etc., or that the output generated by the AI functions does not infringe on any copyright or other rights of any third party.
4. Before using the Services, Users understand and acknowledge: (i) that differences exist in the effects of the Services depending on the company, (ii) that LMS does not guarantee specific objective effects in regard to the results of the Services, and (iii) that the User uses the Services at its own responsibility. Notwithstanding the foregoing, LMS not making this guarantee is limited to the extent permitted by applicable laws.
5. Users may use certain features that are still under development when using the Service. However, Users acknowledge and agree in advance not to disclose or leak such features to any third party and to take full responsibility for any use or outcomes derived from these features.

Article 6. Subcontracting

LMS may subcontract the performance of some or all of the Services to a third party specified by LMS ("Contractor"). In this event, LMS shall ensure that the Contractor complies with the same obligations with respect to the User as provided in the relevant User Agreement. Furthermore, LMS shall be directly liable to the User for the Contractor's violation of such obligations.

Article 7. Usage Fees for Services

1. Users shall pay LMS the following costs as the usage fees for the Services.
 - 1) Initial Set-up Costs
The initial set-up costs are those costs arising as consideration to establish the rules when the User starts to use the Services (the month in which the rules are established shall be the "Set-up Month"). The initial set-up costs shall be as indicated in the Schedule of Service Fees.
 - 2) Monthly Costs
The monthly costs are those costs arising monthly from the first subscription month in which the Services are used (which is the same the Start Month) until the last day of the month during which the relevant User Agreement ends. Monthly costs arise in monthly units and are not calculated *per diem*. The monthly costs are determined in accordance with the registered maximum number of people, and the details thereof are as indicated in the Schedule of Service Fees.
 - 3) Optional Costs
The optional costs are those fees for optional services (specifically, the implementation of the items set forth as optional services in the Schedule of Service Fees; "Optional Services") provided depending on the User's preferences as part of LMS providing the Services and exceeding the scope of the standard implementation for each Contract Type.
2. Among the implementation items set forth in the Schedule of Services Fees, neither the initial set-up costs nor the monthly costs as described in the preceding paragraph will be reduced, regardless of whether a User requests not to implement an item.
3. In the event that the maximum number of registered people changes, the monthly costs will be handled as follows.
 - 1) If a User increases the maximum number of registered people:
A User may increase the maximum number of people registered on the System from time to time at the User's discretion. The monthly costs will increase as of the month in which the

maximum number of registered people is increased.

- 2) If a User decreases the maximum number of registered people:
 - (A) If a User decreases the maximum number of registered people more than seven (7) months after the User's most recent Survey Completion Month:

In the event that a User wishes to decrease the maximum number of registered people seven (7) months or more after the most recent Survey Completion Month (including the first Survey Completion Month; the same applies below), a User may decrease the maximum number of registered people by notifying LMS about the change by the last day of the month that falls two (2) months before the month in which the maximum number of registered people will be decreased. (For example, when a User's most recent Survey Completion Month is January and the User wishes to decrease the maximum number of registered people as of July, the User must submit its notification about such change to LMS by the last day of May at the latest). The monthly costs will decrease as of the month in which the maximum number of registered people is decreased.
 - (B) If a User decreases the maximum number of registered people before seven (7) months have passed from the User's most recent Survey Completion Month:

Notwithstanding Paragraph (A), if fewer than seven (7) months have passed from the most recent Survey Completion Month, a User may decrease the maximum number of registered people to the maximum number of registered people designated in the monthly costs range containing the actual number of Respondents (defined in Appendix 1), as long as the actual number in the User's most recent Survey was less than the maximum number of registered people pursuant to such User's User Agreement and the monthly costs range for the actual number is less than the monthly costs range under the same User Agreement. In this event, the User shall submit a notification to LMS about the change by the last day of the month that falls two (2) months before the month in which the maximum number of registered people will be decreased. The monthly costs will decrease as of the month in which the maximum number of registered people is decreased.
4. The payment method for the initial set-up costs shall be as follows.

The closing day for the initial set-up costs shall be the last day of the Rule Establishment Month. LMS shall issue an invoice to the User for these costs. The User shall pay the initial set-up costs by bank transfer to a bank account designated by LMS by the last day of the month following the Rule Establishment Month or by the payment deadline specified by LMS.
5. The payment method for the monthly costs shall be as follows.

The closing day for the monthly costs shall be 15:00 on LMS's last business day of each month, and the payment deadline shall be the last day of the following month. The User shall pay the monthly costs by bank transfer to a bank account designated by LMS by each payment deadline in accordance with an invoice issued by LMS.
6. The payment method when optional costs arise shall be as follows.

The closing day for the optional costs shall be the last day of the month in which Optional Services are provided. LMS shall issue an invoice to the User for these costs. The User shall pay the optional costs by bank transfer to a bank account designated by LMS by the last day of the month following the month in which the User received the invoice.
7. Users shall cover the bank processing fees for the payments described in the three (3) preceding paragraphs. All payments shall be made in USD or the local currency unless otherwise stipulated in the contract.

Article 8. Response to Delayed Payments

1. LMS may discontinue providing the Services if it cannot confirm receipt of payment from a User. In this event, LMS shall start providing the Services again after the User promptly deposits the relevant payment in response to LMS's non-payment notice and LMS confirms receipt thereof. If the User does not deposit the relevant payment in response to LMS's non-payment notice, LMS may terminate the User Agreement in accordance with Article 19.2.
2. If a User does not pay all or some of its usage fees, LMS may charge a User for delay damages with respect to unpaid usage fees in an amount calculated *per diem* in accordance with the statutory interest rates as of the day following the payment deadline until the actual payment date.

Article 9. Account and Password Management

1. Users shall manage their accounts and passwords required to use the Services properly and shall maintain and manage equipment required to use the Services. Furthermore, Users shall provide the necessary guidance to their employees using the Services.
2. Users shall be liable for preventing the theft of their accounts and passwords as well as inappropriate use by a third party. A User shall immediately notify LMS if it discovers that its account or password were stolen or inappropriately used by a third party. Users will be fully liable to the extent permitted by applicable laws and regulations in the unlikely event that LMS incurs damages due to inappropriate use of a User's account or password.

Article 10. Prohibited Actions

Users shall comply with the provisions set forth below.

- (1) Users shall not use the Services in a method other than that specified by LMS nor shall alter or use the System (including, but not limited to, disassembly, decompilation, and reverse engineering of the System) in a manner that would damage the Services, LMS or any third party;
- (2) Users shall not use the Services (including LMS's ideas and know-how disclosed through the Services) or accompanying documents, data, and the like provided by LMS for a purpose other than to use the Services;
- (3) Users shall neither allow a third party to use an account or password for the Services nor dispose of an account or password by, for example, lending, assigning, or pledging it to a third party;
- (4) Users shall not disclose, assign, or loan to any third party documents, data, and the like acquired through the Services, either during the effective term of the User Agreement for the Services or after the effective term ends;
- (5) Users shall not, during the term of the User Agreement and after its termination, use for machine learning any of LMS's ideas, know-how or other information disclosed through the use of the Services, or any information contained in documents, data, and the like provided by LMI incidental to the Services.
- (6) Users shall not use the AI functions in any manner that violates the Generative AI Terms.
[Generative AI Terms] :
<https://motivationcloud.zendesk.com/hc/en-us/articles/50735750384793>
- (7) Users shall neither transmit nor post a harmful computer program (such as a computer virus) when using the Services; and
- (8) Users shall not commit any other act equivalent to the preceding items and reasonably acknowledged to run counter to LMS's interests.

Article 11. Non-Competition

Users shall not develop or provide any organizational diagnostic system using the Intellectual Property Rights (defined below), know-how or other information related to the Services.

Article 12. Handling of Information Acquired through the Services

1. LMS shall manage Users' business information acquired through the Services and the data and content obtained via the Services (collectively, "Confidential Information") with the due care of a prudent manager during and after the effective term of the relevant User's User Agreement. LMS will neither use Confidential Information for a purpose other than to provide the Services nor disclose or divulge Confidential Information to a third party during or after the effective term of the User's User Agreement as a matter of course; provided, however, that the following information is not deemed Confidential Information:
 - 1) Information in the public domain and information that becomes public due to a reason not attributable to LMS after LMS accepts the disclosed or provided information from the User;
 - 2) Information already known to LMS when LMS accepts the disclosed or provided information from the User;
 - 3) Information that LMS discloses or provides to a third party after obtaining the User's prior consent; and
 - 4) Information that LMS accepts by lawful disclosure or provision without the burden of a confidentiality obligation from a third party having legitimate authority and without a confidentiality obligation.
2. LMS shall comply with LMS's prescribed Personal Information Protection Policy, as well as all applicable laws, regulations, and guidelines regarding the protection of personal information acquired through the Services (including the personal information of Users' employees who reply to a Survey).
3. LMS may create statistical data from the information acquired from a User or the User's employees through the Services in a format whereby a User or its employees can neither be identified nor specified. LMS may use this statistical data for the purpose of analysis or publicizing the validity, credibility, or direction of the Services.
4. Notwithstanding the provisions of Paragraph 1., LMS may use a User's engagement score obtained by the Services for the purpose of researching correlations between the engagement score and a company's information (such as productivity, profitability, and turnover rate). In addition, LMS may disclose a User's company name and engagement score to a research body commissioned by LMS to the extent needed for the relevant research.
5. LMS may publish its research results acquired pursuant to the preceding paragraph externally. In this event, LMS shall publish the research results in a format whereby neither the User nor its employees can be identified or specified.

Article 13. Publicizing a User's Use of the Services

1. LMS may publicize a User's company name as a company that subscribes to the Services, as long as such User does not specifically request otherwise. In this event, the User shall permit LMS to use the User's company logo free of charge.
2. Upon obtaining a User's prior written consent, LMS may describe the Contract Type of the User, its project, and other information about such User when presenting its Services to a third party.

Article 14. Ownership of Rights

1. LMS solely owns the ownership rights and copyrights related to the Services, as well as all other intellectual property rights (collectively, "Intellectual Property Rights", including the rights arising from the content obtained by Users' use of the AI functions). No Intellectual Property Rights will be assigned or transferred to a User due to the User's use of the Services. LMS's ownership of the Intellectual Property Rights will not in any way impede the User's internal use of the results of the Services for the purposes of increasing its Employee Engagement or strengthening its organization.
2. LMS may immediately discontinue a User's use of the Services or take measures to prohibit infringement by a User if the User is found to be substantially infringing LMS's Intellectual Property Rights, and such User shall accept such measures.

Article 15. Compensation for Damages

A User shall be liable to compensate LMS for damages incurred by LMS due to such User's breach of its User Agreement.

Article 16. Adding or Changing the System's Functions

Users understand and acknowledge that LMS might add or change a System's functions at LMS's discretion for the purpose of improving the System's functions and that LMS does not guarantee that all of the functions and performance of the System before the change will be maintained through such addition or change.

Article 17. Suspended Provision of the Services

1. In the event that LMS conducts maintenance or changes the specifications of the System provided via the Services, LMS may suspend the provision of the Services after notifying a User in advance.
2. LMS may suspend the provision of the Services without notifying a User or obtaining the User's consent in advance in the event that any of the following situations arises:
 - (1) LMS is unable to provide the Services due to a natural disaster or other emergency situation or there is a risk thereof;
 - (2) Any laws, guidelines, or other regulations related to AI or the Service prevent the provision of the Service; or
 - (3) LMS determines that suspending the provision of the Services is required due to an unavoidable reason.

Article 18. Disclaimers

1. In the event that a User incurs damages due to LMS's willful misconduct or gross negligence in providing the Services, LMS shall be liable for compensating such User for such damages up to the total amount of the User's usage fees paid to LMS for the past 12 months, starting from the month preceding the month in which the damage occurred (counted as the first month). The upper limit set forth in this paragraph shall apply to damages caused by the same causative act, regardless of when such damages were incurred and when they were discovered, and all such damages shall be added together; provided, however, that the provisions in this paragraph concerning the maximum compensation for damages will not apply if LMS breaches Articles 12.1 and 12.2 of these TOU.
2. Notwithstanding the preceding paragraph, LMS shall not be liable in any way if a User incurs

damages due to the following reasons.

- (1) The User's account is used inappropriately as provided in Article 9.2;
 - (2) The User breaches Article 10;
 - (3) LMS suspends provision of the Services pursuant to Article 17;
 - (4) LMS terminates a User Agreement, in whole or in part, pursuant to Article 19;
 - (5) LMS is unable to provide the Services in whole or in part due to a defect in the User's connection services, another impediment to the User's connection environment, a defect in the telecommunications services provided by the User's telecommunications carrier, a defect in services provided by a Generative AI Provider, illegal access, interference with the Services, or a computer virus or other wrongful act by a third party; or
 - (6) A loss or change in the data related to the Services occurs due to any of the foregoing situations.
3. Notwithstanding Paragraph 1 above, LMS shall not be liable for any damage incurred by Users or any other third party as a result of the Users' use of the AI functions. In the event that any claim or demand is made to LMS by a third party other than the User as a result of the User's use of the AI functions, the User shall settle such claim or demand at the User's own expense, and if LMS incurs any damage (including attorney's fees) in such case, the User shall indemnify LMS against all such damage.

Article 19. Termination of User Agreement

1. Either LMS or a User may immediately terminate a User Agreement, in whole or in part, without providing any notice to the other party, if any of the following situations applies to the other party:
 - (1) The other party has breached the User Agreement, and it is objectively and reasonably acknowledged that maintaining the User Agreement would be difficult;
 - (2) The terminating party determines that the other party has caused significant damage to the terminating party's reputation;
 - (3) The other party becomes insolvent or its financial condition otherwise deteriorates, or adequate grounds exist to acknowledge that there is a possibility thereof;
 - (4) The other party becomes subject to a disposition suspending its transactions with a clearinghouse;
 - (5) The other party receives a petition for attachment, provisional attachment, provisional disposition, auction, compulsory execution, disposition of delinquency, or the like;
 - (6) The other party files a petition to commence bankruptcy proceedings, company reorganization proceedings, civil rehabilitation proceedings, or other liquidation proceedings under applicable laws or regulations equivalent to the foregoing; or
 - (7) Another situation equivalent to any of the foregoing arises.
2. LMS may immediately terminate a User's User Agreement without providing any notice to the User, if any of the following situations applies to the User:
 - (1) The User falls into arrears for its monthly costs even once, and (i) the User does not make payment within 14 days of LMS's payment notification or (ii) when it is objectively and reasonably acknowledged that the User is unlikely to make payment in view of the User's financial condition; or
 - (2) The User falls into arrears for its monthly costs, and the default amount reaches the monthly costs of three (3) months.
3. In the event that LMS terminates a User's User Agreement during the Basic Use Period or the

Renewal Period (as defined in Articles 21.1 and 21.2) due to the User's breach of Paragraph 1(1) or (2) of this Article or the preceding paragraph, such User must pay to LMS a penalty in an amount equivalent to the usage fees for the period remaining until the Basic Use Period ends or for the last month of the Renewal Period. If LMS incurs damages exceeding the penalty amount provided in this paragraph, LMS may request that the User to compensate LMS for such excess damages.

Article 20. Exclusion of Anti-Social Forces

1. Both LMS and the User represent and warrant neither they nor their representatives, officers, employees, or individuals with substantial management authority currently constitute or will constitute any of the following:
 - (1) An organized crime group;
 - (2) A member of an organized crime group;
 - (3) A quasi-member of an organized crime group;
 - (4) An entity related to an organized crime group;
 - (5) An extortionist or the like, political racketeering organization, or crime group specialized in intellectual crimes or the like; or
 - (6) Another person or entity equivalent to the foregoing.
2. Both LMS and the User pledge not to perform any of the following acts themselves or through a third party:
 - (1) Make a violent demand;
 - (2) Make an unreasonable demand exceeding legal responsibility;
 - (3) Use threatening language or conduct or violence in a transaction;
 - (4) Spread rumors, cause damage to the other party's reputation by fraud or force, or interfere with the other party's business; or
 - (5) Other acts equivalent the foregoing.
3. Either LMS or the User may terminate the User Agreement without notifying or warning the other party if the other party violates either of the two (2) preceding paragraphs.
4. In the event that the User Agreement is terminated in accordance with the provisions of the preceding paragraph, the non-terminating party may not request any damages that it has incurred due to the termination from the terminating party; provided, however, that this provision shall not prevent the terminating party from demanding compensation for damages due to the termination.

Article 21. Period of Use

1. The period of use for the Services shall be as set forth in the Application Form (the "Basic Use Period"). The first month of the Basic Use Period, which shall be the same as the Start Month, shall be the month indicated as the "Subscription Start Month" in the Application Form.
2. User Agreements shall be renewed for consecutive periods of one (1) year unless the User notifies LMS in writing of its intent not to renew by the last day of the month before the month in which the Basic Use Period ends ("Renewal Period"); provided, however, that this paragraph shall not apply if otherwise stipulated in an agreement between LMS and the User.

Article 22. Users' Termination Restrictions

1. Users may not cancel a User Agreement during the Basic Use Period; provided, however, that a User may terminate a User Agreement during the Basic Use Period upon paying a lump-sum penalty to LMS in the amount of the usage fees for the remainder of the term during which the User

- uses the Services and of the term during which the User does not use the Services.
2. Users may not terminate a User Agreement during a Renewal Period. Nevertheless, a User may terminate a User Agreement during the Renewal Period if the User notifies LMS in writing by the last day of the month that falls months before the month in which the User wishes to discontinue using the Services and pays a lump-sum penalty to LMS in the amount of the usage fees for the remainder of the term during which the User uses the Services and of the term during which the User does not use the Services.

Article 23. Revisions to User Agreements

In the event that LMS revises details or terms of a User Agreement, LMS shall promptly notify Users about the details of the revision and terms on the System or the website for the Services. Users will be deemed to have accepted the revised details and terms if they do not object in writing within one (1) month after LMS provides such notice.

Article 24. Voluntary Suspension of Services upon User's Request

1. In the event that a User wishes to suspend its use of the Services during the Basic Use Period or the Renewal Period, such User shall notify LMS in writing by the last day of the month that falls two (2) months before the month in which the User wishes to suspend its use of the Services ("Suspension Notification Month"). If LMS approves the suspension in accordance with its prescribed criteria, LMS shall ensure that the suspension takes effect two (2) months after the Suspension Notification Month.
2. Prior to approving a User's suspension, LMS shall stipulate the suspension period (starting two (2) months after the Suspension Notification Month and ending within a period not exceeding one (1) year) upon mutual discussions with the User. The remaining Basic Use Period and Renewal Period shall not be affected by the suspension period, and usage fees therefor will not be incurred.
3. LMS will accept a User's request for suspension only once during the Basic Use Period and any Renewal Period.
4. The User shall begin using the Services again after the suspension period set forth in Paragraph 2 ends. The remaining Basic Use Period or Renewal Period will advance as of the month in which the User restarts use of the Services.
5. If the User does not restart use of the Services during the Basic Use Period when the suspension ends, the User must pay the penalties and undertake the termination procedures pursuant to Article 22.1. If the User does not restart use of the Services during the Renewal Period when the suspension ends, the User must pay the penalties and undertake the termination procedures pursuant to Article 22.2.

Article 25. Surviving Provisions

The provisions of Articles 10 to 15, 18, 20, and 26 to 30 of these TOU, as well as Articles 2 and 5.3 of Appendix 1 shall remain in effect and survive the termination of the User Agreement.

Article 26. Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with the User Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

Article 27. Prohibition against the Transfer of Rights and Obligations

Neither LMS nor a User may assign or provide as collateral to a third party their status under a User Agreement or the rights and obligations arising pursuant thereto without the other party's prior written consent.

Article 28. Severability

If any provision of the User Agreement is found to be void, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected nor impaired in any way.

Article 29. Governing Law

The governing law of the User Agreements shall be the law of Singapore .

Article 30. Good Faith Discussions

If any matter is not set forth in a User Agreement or if any doubt arises regarding the interpretation thereof, LMS and the relevant User shall discuss and resolve the matter in good faith.

Article 31. Dispute Resolution

If any dispute arises in connection with a User Agreement, such dispute will be finally resolved by arbitration in accordance with the Singapore International Arbitration Centre's arbitration rules, unless not permitted by applicable laws and regulations. The arbitration venue will be Singapore, and the language will be English.

(Notes)

Enacted on December 20, 2024

Amended on July 1, 2025

Amended on December 24, 2025

Appendix 1 Additional Rules for Survey Implementation

This Appendix 1 sets forth the details of the implementation of a Survey using the Services. A Survey may be implemented either by the System or by a questionnaire form.

I When a Survey is implemented by the System

Article 1. Survey Implementation by a Web-Based Method

1. In principle, Surveys are implemented by a web-based method through the System. Analyzing and processing a Survey and providing the results will be performed electronically and automatically through the System. LMS will not change the response information in this process in any way.
2. Users shall confirm and comply with the following provisions when implementing a Survey. If a User does not comply with the following provisions and a Survey's analysis and processing results are affected, LMS shall not be liable in any way to the extent permitted by applicable laws and regulations:
 - (1) As the Survey's organizer, the User is liable for managing the User's employees ("Respondents") and shall ensure that the Respondents respond to the Survey in accordance with the implementation method set forth by LMS.
 - (2) The User shall ensure that Respondents do not perform any illegal acts, such as divulging the Survey questions, when implementing the Survey.
 - (3) The User may not undertake the analysis and processing of a Survey itself or through a third party other than LMS.
3. Users may not reproduce, repost, quote, transmit, adapt, alter, edit, falsify, translate, or disclose to a third party a Survey's questions or the analysis and processing results without the prior consent of LMS. If, after obtaining LMS's consent, a User manipulates or edits the analysis and processing results or the like, LMS shall not be liable in any way for the use of the manipulated or edited data and the like to the extent permitted by applicable laws and regulations.

Article 2. Using the Response Information

LMS shall store and manage information other than personal information acquired by the System (specifically, information about the Survey Respondent's circumstances (such as department and age) and their response information; collectively, "Response Information") on the System in a condition whereby an individual Respondent cannot be identified. LMS may use Response Information for the purpose of analyzing or publicizing the validity, credibility, or direction of the Services; provided, however, that this provision shall not apply when a User requests the deletion or destruction of the Response Information.

II When a Survey is implemented by a questionnaire form

Article 3. Survey Implementation by a Questionnaire Form

1. In the event that a User is unable to implement a Survey by the web-based method, the User shall implement the Survey by a questionnaire form. In this event, LMS shall loan questionnaire booklets and response forms (collectively, "Survey Forms") to the User.

2. LMS shall input (import) the responses to the questionnaire forms into the System for the Survey's analysis and processing but will not change the User's response information during this process. LMS shall provide the processing results to the User through the System.
3. When implementing a Survey by questionnaire form, Users shall comply with Articles 1.2 and 1.3 of Appendix 1.

Article 4. Important Matters for Implementing Surveys by Questionnaire Form

1. When a User implements a Survey by questionnaire form, the User shall confirm and comply with the following provisions in addition to Paragraph 3 of the preceding article:
 - (1) The User duly acknowledges that the Survey Forms are loaned and shall maintain them with the due care of a prudent manager. The User shall promptly return all Survey Forms to LMS once the User achieves its purposes of use or at the request of LMS.
 - (2) LMS shall send the Survey Forms to the destination specified by the User, but the User may not specify a Respondent's personal residence as the destination. The Survey Forms received by the User may be used only on the User's premises; the User may not permit a Respondent to take Survey Forms home and may not send the Survey Forms to a Respondent's personal residence.
 - (3) A User shall immediately inspect the Survey Forms upon receipt and notify LMS if any are missing or are defective. LMS shall promptly send additional Survey Forms or replace them if any are missing or defective.
 - (4) A User must always be aware of the quantity and condition of the Survey Forms held by the User and report this information to LMS at LMS's request. The User must immediately notify LMS if it discovers a loss of Survey Forms and follow LMS's instructions in relation thereof.
2. LMS shall not be liable in any way for the late arrival of Survey Forms due to a reason not attributable to LMS (such as the shipping company's circumstances, traffic conditions, weather conditions and the like, or other force majeure) to the extent permitted by applicable laws and regulations.

Article 5. Use of Response Information Derived from Questionnaires

1. LMS shall destroy completed questionnaire forms three (3) months after the return thereof to LMS.
2. A questionnaire-form Survey is implemented anonymously, and, thus, information identifying an individual (such as a name) will not be included in the information LMS inputs into the System. For the avoidance of doubt, the information input into the System will be the Response Information as set forth in Article 2 of Appendix 1.
3. The purposes of use and handling method of input Response Information are in accordance with Article 2 of Appendix 1.

Appendix 2: Additional Rules for Online Survey Implementation

This Appendix 2 sets forth the details of the implementation of some of the online Services (“Online Implementation”).

Article 1. Compliance Provisions

1. Users shall comply with the following provisions when implementing a Survey online.
 - (1) The User may not disclose or divulge to a third party their account, ID, or the like for the web-based meeting tools shared by LMS for implementing a Survey online.
 - (2) When implementing a Survey online, the User may not commit an act infringing on LMS’s Intellectual Property Rights (including, but not limited, to sharing with a third party screen shots, images, voice recordings, or content related to any information, tangible or intangible (such as videos, sounds, and text messages), provided by LMS).
2. In the event that LMS incurs damages due to a User’s breach of the provisions of the preceding paragraph, such User shall be liable to compensate LMS therefor.

Article 2. Equipment

1. Users shall prepare the communication devices, software, and systems required for implementing the Survey online (collectively, “Equipment”), as well as an internet connection, at their own expense and responsibility.
2. If LMS duly provides all expected services to the User, LMS shall not be liable for the interruption of online implementation or the corruption of video or audio due to an internet-connectivity issue, a defect in the Equipment, an operational error, or the like and shall not be required to return, reduce the amount of, or compensate a User for usage fees for the Services to the extent permitted by applicable laws and regulations.