

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 Inc. ("LMI") 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 LMI 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 LMI 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 LMI ("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 LMI.
- (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

LMI 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 LMI ("Application Form") to LMI after agreeing to these TOU. LMI shall consider whether to grant its approval pursuant to LMI's prescribed criteria and shall notify the User upon approving the User's application. LMI and the User shall conclude a User Agreement for the Services based on LMI'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 LMI and used by LMI 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 LMI by the User by the LMI 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 LMI (including the information on its Application Form) when applying to use the Services ("Registered Information") is accurate.
2. A User shall promptly notify LMI if its Registered Information changes.

Article 5. LMI's Scope of Guarantees for Services

1. LMI shall provide the Services with the due care of a prudent manager.
2. LMI guarantees to Users that the Services provided by LMI, 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. LMI 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 LMI 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, LMI 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

LMI may subcontract the performance of some or all of the Services to a third party specified by LMI ("Contractor"). In this event, LMI shall ensure that the Contractor complies with the same obligations with respect to the User as provided in the relevant User Agreement. Furthermore, LMI 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 LMI 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 LMI 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 LMI 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 LMI 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 LMI 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. LMI 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 LMI by the last day of the month following the Rule Establishment Month or by the payment deadline specified by LMI.

5. The payment method for the monthly costs shall be as follows.

The closing day for the monthly costs shall be 15:00 on LMI'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 LMI by each payment deadline in accordance with an invoice issued by LMI. This provision, however, shall not apply where LMI and the User specify an account-to-account transfer payment method.

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. LMI 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 LMI 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 Japanese yen.

Article 8. Response to Delayed Payments

1. LMI may discontinue providing the Services if it cannot confirm receipt of payment from a User. In this event, LMI shall start providing the Services again after the User promptly deposits the relevant payment in response to LMI's non-payment notice and LMI confirms receipt thereof. If the User does not deposit the relevant payment in response to LMI's non-payment notice, LMI 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, LMI 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 LMI 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 LMI 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 LMI 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, LMI or any third party;
- (2) Users shall not use the Services (including LMI's ideas and know-how disclosed through the Services) or accompanying documents, data, and the like provided by LMI 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 LMI'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 LMI'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. LMI 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. LMI 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 LMI after LMI accepts the disclosed or provided information from the User;
 - 2) Information already known to LMI when LMI accepts the disclosed or provided information from the User;
 - 3) Information that LMI discloses or provides to a third party after obtaining the User's prior consent; and
 - 4) Information that LMI 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. LMI shall comply with LMI's prescribed Personal Information Protection Policy, the Act on the Protection of Personal Information, as well as other laws, regulations, guidelines, and the like regarding the protection of personal information in relation to personal information acquired through the Services (including the personal information of Users' employees who reply to a Survey).
3. LMI 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. LMI 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., LMI 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, LMI may disclose a User's company name and engagement score to a research body commissioned by LMI to the extent needed for the relevant research.
5. LMI may publish its research results acquired pursuant to the preceding paragraph externally. In this event, LMI 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. LMI 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 LMI to use the User's company logo free of charge.
2. Upon obtaining a User's prior written consent, LMI 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. LMI solely owns the ownership rights and copyrights related to the Services (including the rights set forth in Articles 27 and 28 of the Japanese Copyright Act), 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. LMI'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. LMI 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 LMI's Intellectual Property Rights, and such User shall accept such measures.

Article 15. Compensation for Damages

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

Article 16. Adding or Changing the System's Functions

Users understand and acknowledge that LMI might add or change a System's functions at LMI's discretion for the purpose of improving the System's functions and that LMI 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 LMI conducts maintenance or changes the specifications of the System provided via the Services, LMI may suspend the provision of the Services after notifying a User in advance.
2. LMI 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) LMI 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) LMI 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 LMI's willful misconduct or gross negligence in providing the Services, LMI shall be liable for compensating such User for such damages up to the total amount of the User's usage fees paid to LMI 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 LMI breaches Articles 12.1 and 12.2 of these TOU.
2. Notwithstanding the preceding paragraph, LMI 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) LMI suspends provision of the Services pursuant to Article 17;
- (4) LMI terminates a User Agreement, in whole or in part, pursuant to Article 19;
- (5) LMI 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, LMI 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 LMI 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 LMI incurs any damage (including attorney's fees) in such case, the User shall indemnify LMI against all such damage.

Article 19. Termination of User Agreement

1. Either LMI 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) LMI 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) The other party receives a petition for attachment, provisional attachment, provisional disposition, auction, compulsory execution, disposition of delinquency, or the like;
 - (7) 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
 - (8) Another situation equivalent to any of the foregoing arises.
2. LMI 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 LMI'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 LMI 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 LMI 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 LMI incurs damages exceeding the penalty amount provided in this paragraph, LMI may request that the User to compensate LMI for such excess damages.

Article 20. Exclusion of Anti-Social Forces

- 1. Both LMI 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 LMI 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 LMI 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 LMI 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 LMI 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 LMI 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 LMI in writing by the last day of the month that falls immediately before the month in which the User wishes to discontinue using the Services and pays a lump-sum penalty to LMI 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

1. LMI may revise a User Agreement or the Appendices as needed pursuant to Article 548-4 of the Japanese Civil Code to the extent permitted by applicable laws. In this event, LMI shall announce that a User Agreement or the Appendices have been revised, the details of the revision, and the time that the revision will take effect.
2. In the event that LMI revises significant details or terms of a User Agreement pursuant to the preceding paragraph, LMI 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 LMI 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 LMI 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 LMI approves the suspension in accordance with its prescribed criteria, LMI shall ensure that the suspension takes effect two (2) months after the Suspension Notification Month.
2. Prior to approving a User's suspension, LMI 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. LMI 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. Prohibition against the Transfer of Rights and Obligations

Neither LMI 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 27. 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 28. Governing Law

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

Article 29. Good Faith Discussions

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

Article 30. Dispute Resolution

If any dispute arises in connection with a User Agreement, such dispute will be finally resolved by arbitration in accordance with the Japan Commercial Arbitration Association's commercial arbitration rules, unless not permitted by applicable laws and regulations. The arbitration venue will be Tokyo, Japan, and the language will be Japanese. The arbitrator will be one (1) qualified Japanese attorney with at least 10 years' experience or a former judge.

(Supplementary Provisions)

- 1 The Schedule of Service Fees provided by LMI at the time of a User's application will apply to Users before July 3, 2019.
- 2 Notwithstanding the preceding paragraph, with respect to Users whose service agreements were concluded before July 2, 2019, Article 7.5, Article 21.2, Article 22.1 and Article 24 shall continue to be governed by the pre-amendment terms and conditions. This paragraph shall prevail over the amended Terms, even if these Terms are amended pursuant to Article 23.1.

(Notes)

Enacted on February 4, 2016

Amended on June 21, 2016

Amended on September 28, 2016

Amended on October 11, 2016

Completely amended on August 1, 2017

Amended on September 26, 2017

Amended on October 20, 2017

Amended on October 1, 2018

Amended on April 15, 2019

Amended on July 3, 2019

Amended on December 19, 2019 (replacement of the URL for Google Analytics' Terms of Service only)

Amended on April 1, 2020

Amended on October 1, 2020

Amended on October 1, 2021

Amended on August 10, 2023

Amended on March 10, 2025

Amended on September 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. LMI 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, LMI 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 LMI.
 - (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 LMI.
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 LMI. If, after obtaining LMI's consent, a User manipulates or edits the analysis and processing results or the like, LMI 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

LMI 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. LMI 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, LMI shall loan questionnaire booklets and response forms (collectively, "Survey Forms") to the User.

2. LMI 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. LMI 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 LMI once the User achieves its purposes of use or at the request of LMI.
 - (2) LMI 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 LMI if any are missing or are defective. LMI 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 LMI at LMI's request. The User must immediately notify LMI if it discovers a loss of Survey Forms and follow LMI's instructions in relation thereof.
2. LMI shall not be liable in any way for the late arrival of Survey Forms due to a reason not attributable to LMI (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. LMI shall destroy completed questionnaire forms three (3) months after the return thereof to LMI.
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 LMI 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 LMI for implementing a Survey online.
 - (2) When implementing a Survey online, the User may not commit an act infringing on LMI’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 LMI).
2. In the event that LMI incurs damages due to a User’s breach of the provisions of the preceding paragraph, such User shall be liable to compensate LMI 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 LMI duly provides all expected services to the User, LMI 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.