

Terms of Service for Zendesk Collaborative Application Service

This document is a reference translation of the Japanese Terms of Service for review purposes.

The original Japanese version can be found at: (https://docs.elect.co.jp/files/terms_for zendesk.pdf)

In the event of any inconsistency or conflict between the Japanese and English versions, the Japanese version shall prevail.

Article 1 (Purpose of this Agreement)

These terms and conditions apply to the Zendesk integration application service (hereinafter referred to as the "Service") provided by Elect, Inc. (hereinafter referred to as the "Company").

Article 2 (Definition of Terms)

In Terms of Service for Zendesk Collaborative Application Service (hereinafter referred to as the "Terms"), the following terms shall have the following meanings.

- (1) Usage Contract: A contract for the provision of the Service entered into between the Company and the Subscriber in accordance with these Terms and Conditions.
- (2) Applicant: Legal entity, institution, etc. applying for the provision of this service.
- (3) Subscriber: A corporation, institution, etc. that has entered into a service agreement with the Company and receives the provision of this service.
- (4) Individual Application: Individual application services provided by the Company as the Service.
- (5) Zendesk Account: The Zendesk account used by the Subscriber for the Service.
- (6) Agent: An officer or employee of the Subscriber authorized by the Subscriber to use the Zendesk account.
- (7) User: An agent who uses the Service.

Article 3 (Application of these Terms and Conditions)

1. The Company shall provide the Service in accordance with the Terms and Conditions, and the Subscriber shall use the Service in accordance with the Terms and Conditions and the conditions determined by the Company.
2. Details of individual applications shall be described on the Company's website, on the application delivery service site provided by Zendesk, Inc. (hereinafter collectively referred to as the "Delivery Service Site") or in sales materials separately prepared by the Company. The Company's Web site or the Delivery Service Site shall constitute a part of these Terms and Conditions. However, it shall be limited to the relevant part of the individual application for which the subscriber has made an application.
3. Subscriber agrees to Zendesk's terms and conditions of use, and uses the Service in accordance with such terms and conditions of use.

Article 4 (Modification of these Terms and Conditions)

1. The Company reserves the right to change the Terms of Service at any time without obtaining the Subscriber's prior consent. The terms and conditions of provision of the Service after the

Terms and Conditions have been changed shall be governed by the Terms and Conditions after the change.

2. In the event of a change in the preceding paragraph, the Company shall notify the Subscriber or indicate on the Company's Web site the contents of the revised Terms of Service and when the change will take effect, with a notice period of at least 14 days.
3. If the subscriber does not agree to the revised Terms of Service, the subscriber may terminate the subscription agreement by notifying the Company within the notice period specified in the preceding paragraph, notwithstanding the provisions of Article 27.

Article 5 (Application for Usage Contract)

1. The applicant shall apply for use of the Service in a manner determined by the Company upon acceptance of the Terms and Conditions. The Usage Contract is formed when the Company accepts the application in accordance with the prescribed procedures. These Terms of Use constitute a part of the Service Agreement.
2. Notwithstanding the provisions of the preceding paragraph, The Company may refuse to accept an application for a subscription agreement or may withhold its acceptance in the following cases
 - (1) In case the applicant does not exist
 - (2) When there is a false entry or omission in the application form prescribed by the Company
 - (3) If the applicant has delayed or fraudulently attempted to evade payment for this service in the past
 - (4) When the purpose of use of the Service is suspected to be different from the original purpose, such as evaluation, analysis, etc.
 - (5) When the applicant or its representative or officer falls under any of the items of Article 30 (Anti-Social Forces), Paragraph 1, or is likely to fall under any of the items of Article 30 (Anti-Social Forces), Paragraph 1.
 - (6) When there are other reasonable grounds that the Company deems inappropriate.
3. If the Company refuses to accept an application for a subscription agreement or withholds its acceptance in accordance with the preceding paragraph, the Company will notify the applicant (subscriber) to that effect. However, the Company shall not be held responsible for not accepting or withholding acceptance.

Article 6 (Term of Usage Contract)

1. The contract period of the Usage Contract shall be the period specified in the Purchase Order, which is notified to the Subscriber by the Company after the conclusion of the Usage Contract for the Service, from the date of commencement of use of the Service.
2. In the event that the Company or the Subscriber does not apply for cancellation to the other party by the method designated by the Company at least one month prior to the expiration date of the subscription agreement, the subscription agreement shall be renewed with the same contents and conditions for the same period of time as set forth in the Purchase Order, with the day following the expiration date of the subscription agreement as the contract renewal date, and the same shall apply thereafter. The same shall apply thereafter.

3. The terms and conditions of the contract period and renewal of the contract in Paragraph 1 and the preceding paragraph may be changed only upon agreement in writing (including electronic media) between the Company and the subscriber.
4. If the Zendesk account is terminated during the subscription period, the subscription agreement will also be terminated on the date of termination.

Article 7 (Terms of Service)

Under the conditions specified by the Company, the Company will provide an environment in which the Subscriber can use individual applications based on the Service.

Article 8 (Restriction of Use)

1. The Service is provided for the Subscriber's own business use, and may not be used by a third party for such third party.
2. Subscriber's use of the Service shall be in conjunction with his/her Zendesk account, and Subscriber may not obtain or use individual applications by means of duplication or other methods, except when individual applications are installed in the relevant Zendesk account.
3. The Subscriber shall familiarize the User with the terms and conditions set forth in this Agreement and shall make the User comply with them.

Article 9 (Changes to this Service)

The Company may, at its discretion, add or change any part of the Service for the purpose of adding or improving the functionality of the Service. However, there is no guarantee that all functions and performance of the Service prior to such additions or changes will be maintained.

Article 10 (Addition and Deletion of Users)

1. If the Subscriber changes the maximum number of Agents in accordance with the terms of use of Zendesk, Terms of Use, etc., the Subscriber must apply to the Company for a change in the number of users in response to such change. In such a case, Article 5 shall apply mutatis mutandis to the application procedures, etc.
2. When the Company accepts the application described in the preceding paragraph, the Subscriber shall pay the usage fees for the Service based on the number of users after the change. However, if the number of users is reduced, the fee shall be calculated based on the reduced number of users from the next renewal of the contract.

Article 11 (Electronic Communication Lines)

The telecommunication line connecting the terminal equipment used by the Subscriber to the Service shall be secured and maintained at the Subscriber's own responsibility and expense, and the Company assumes no responsibility whatsoever.

Article 12 (Failure Notice)

1. If the Company detects a failure of the server of the Service, which is separately designated by the Company as using a different server from Zendesk, the Company shall endeavor to notify

the contact designated in advance by the Subscriber as the person in charge of operation and installation of the Service of the failure as follows. The following is an example of a failure of the Service server.

- (1) When we detect it from the beginning of our business hours to one hour before the end of our business hours...during our business hours of the day
 - (2) When the Company detects it between one hour before the end of the Company's business hours and the start of the next business hour... during the Company's next business hour.
2. The notification obligation in the preceding paragraph does not guarantee that notification will be made during the corresponding business hours.

Article 13 (Data Management)

The Subscriber shall be responsible for preserving necessary information regarding data entered, provided or transmitted in connection with the use of the Service (hereinafter referred to as "Data, etc.").

Article 14 (Management of Personal Information)

1. If personal information is contained in data, etc. to which we have authorization to access, we shall not use it for any purpose other than the provision of this service, and shall take reasonable security control measures to protect it from loss, destruction, falsification, leakage, etc. in accordance with laws concerning the protection of personal information and our personal information protection policy. The Company shall take reasonable security control measures to protect personal information from loss, destruction, falsification, leakage, etc., in accordance with the Personal Information Protection Law and the Company's Personal Information Protection Policy.
2. The Company shall promptly destroy, at its own responsibility, any copies of the data, etc. described in the preceding paragraph that are no longer necessary for the provision of the Service.
3. The provisions of this Article shall remain in effect even after termination of the Subscriber Agreement.

Article 15 (Management and Use of Information by the Company)

1. For the purpose of statistical research for the purpose of improvement of the Service, maintenance of the Service, etc., the Company shall use statistical data on the Subscriber's use of the Service, frequency of use of screens and items, etc., or analyze such information to the extent necessary for statistical research, and shall process and utilize such data in secondary ways, and the Subscriber agrees to such statistical research and secondary processing. The Subscriber agrees to such statistical research and secondary processing and utilization.
2. In addition to the preceding Article, we shall maintain the data, etc. to which we are authorized to access as confidential with the care of a good manager, and shall manage the data, etc. under our server control with the care of a good manager to prevent any leakage, etc. from occurring.
3. The Subscriber agrees that if the Company is required to disclose or submit information related to the Service by order of a court of law or other legally authorized government agency, the

Company may disclose or submit the information in accordance with such order, etc., and shall not object to such disclosure or submission.

Article 16 (Usage Fees for Individual Apps, Calculation Method, etc.)

Usage fees for this service (individual application installation fees, monthly usage fees, etc.) The method of calculation, etc., shall be as set forth in a separate fee schedule.

Article 17 (Method of Payment of Usage Fees)

1. The Subscriber shall pay the Service Charges and consumption tax, etc. (hereinafter referred to as the "Service Charges, etc.") for the period from the date of commencement of use to the date of termination of the Service Agreement.
2. The subscriber shall pay the usage fees, etc. for the subscription period even if the service is unavailable due to suspension or discontinuation of the service or other reasons during the subscription period of the subscription agreement.
3. The Subscriber shall pay the Service usage fees, etc. by the method designated by the Company by the date designated by the Company in accordance with the instructions of the Company. The Subscriber shall bear bank transfer fees and other expenses necessary for payment.
4. Regardless of the Subscriber's use of the Service, the Company will not refund any fees already paid for the Service.

Article 18 (Delayed Payment of Damages)

If the Subscriber does not pay the Service usage fees, etc. after the designated payment due date, the Subscriber shall pay an amount calculated at an interest rate of 3% per annum for the number of days from the day following the designated payment due date to the day before the payment due date as a late payment charge.

Article 19 (Prohibited Acts)

In using the Service, the Subscriber shall not engage in any of the following acts

- (1) Actions that violate or may violate laws and regulations
- (2) Acts against public order and morals
- (3) Acts that interfere or may interfere with the use of other subscribers
- (4) Acts of unauthorized access to hardware or software comprising the Service, cracking or other acts that interfere with the facilities, etc.
- (5) Acts that obstruct or may obstruct the provision of this service
- (6) Analyzing, reverse engineering or otherwise attempting to obtain the source code of software comprising the Service
- (7) Acts of viewing, changing, or falsifying data of other subscribers or acts that may lead to such acts

Article 20 (Intellectual Property Rights)

All intellectual property rights, including copyrights, and other rights related to the tangible and intangible components of the Service (including software programs, databases, icons, images, text,

manuals and other related documents, etc.) All intellectual property rights, including copyrights, and other rights related to the tangible and intangible components of the Service (including software programs, databases, icons, images, text, manuals and other related documents) belong to the Company or third parties who have granted rights to the Company.

Article 21 (Liability in case of Infringement)

1. In the event of a claim or other claim against the Subscriber from a third party concerning intellectual property rights (hereinafter referred to as "Claim, etc.") in connection with the use of the Service, the Subscriber shall immediately notify the Company in writing. The Subscriber shall immediately notify the Company in writing in the event that a claim or other demand for intellectual property rights ("Claim, etc.") arises against the Subscriber from a third party in connection with the use of the Service.
2. Upon receipt of the notification in the preceding paragraph, the Company shall handle the claim, etc. at its own responsibility and expense. However, this shall not apply if the claim, etc. is based on reasons attributable to the Subscriber himself/herself or if the Subscriber fails to notify the Company of the claim, etc. immediately or for other reasons that prevent the Company from taking appropriate measures to defend itself.

Article 22 (Principle of self-responsibility)

1. The Subscriber shall be solely responsible for the use of the Service and any and all acts and results thereof within the Service.
2. In the event that the Subscriber causes damage to a third party due to reasons attributable to the Subscriber or receives a claim or other demand from a third party in connection with the use of the Service, the Subscriber shall handle and resolve such claim or demand at the Subscriber's own responsibility and expense.
3. If the Subscriber causes damage to the Company due to his/her intention or negligence, the Subscriber shall compensate the Company for such damage.

Article 23 (Limitation of Warranty)

1. The Company does not warrant that the Service is free from bugs or other defects or that the Service will meet the Subscriber's specific purpose of use. Furthermore, the Company does not guarantee the proper operation of the Service when other applications are used or used in conjunction with the Zendesk account.
2. The Company does not guarantee the proper operation of the Service in the event that the interface specifications of a system provided by a third party, including Zendesk, are changed or discontinued.
3. The Company shall not be liable for any damages (including, but not limited to, damages caused by failure or malfunction of servers, networks, AWS, or other cloud services) arising out of services provided by third parties, including, but not limited to, Zendesk.
4. Our liability in the event that a material defect is found in the Service shall be limited to our efforts to correct or remove the defect to the commercially reasonable extent.
5. this section states the sole warranty for the service.

6. The Company makes no warranty as to the performance, content, or continuity of the Distribution Service Site, which is provided by Zendesk, Inc. We shall not be liable for the unavailability of individual applications to subscribers due to discontinuation or suspension of all or part of the Distribution Service Site for any reason, including but not limited to, malfunction.

Article 24 (Exemption from Liability and Limitation of Damages)

1. The Company shall be liable for the Service only to the extent limited in accordance with each provision of this Agreement. We shall not be liable for any provision of this Agreement that states that we do not guarantee, are not liable for, or are the responsibility of the subscriber.
2. Even if the Company incurs damages to the Subscriber in connection with the Service for reasons attributable to the Company, the amount of compensation for such damages shall be limited to the sum of the individual application installation fees and the monthly usage fees for the past six months paid by the Subscriber to the Company, unless the Company has committed intentional or gross negligence.
3. Even if we are liable, we shall not be liable for any damages caused by loss or damage to the Subscriber's business opportunity, regardless of contractual liability, tort liability, or any other cause of claim.

Article 25 (Suspension of this Service)

1. The Company may temporarily suspend the Service at regular intervals or as needed for maintenance work.
2. In the event of maintenance work, the Company will notify the Subscriber in advance. However, in case of emergency, the Company shall suspend the Service without prior notice and notify the Subscriber promptly after the fact.
3. In addition to the provisions of Paragraph 1, the Company may temporarily suspend the Service when it is judged that the continuation of the Service may seriously impede the Subscriber due to sabotage by a third party, or for other unavoidable reasons.
4. The Company shall not be liable for any disadvantage or damage incurred by the Subscriber due to the suspension of the Service made in accordance with this Article.

Article 26 (Discontinuation of this Service)

1. The Company reserves the right to discontinue all or part of the Service at any time.
2. In the event of partial or total discontinuance of the Service, the Subscriber Agreement subject to discontinuance shall be deemed terminated on the date of discontinuance.
3. In the event of partial or total discontinuation of this service, the Company will notify the subscriber of such discontinuation at least one month prior to the discontinuation of the service.
4. Even in the event that the Company cannot give more than one month's notice in the case of discontinuation of service due to unforeseeable circumstances or unavoidable reasons such as enactment, amendment, or abolition of laws, regulations, or natural disasters, the Company will give notice to the subscriber as soon as possible.
5. If notice is given in accordance with the procedures set forth in this Article, the Company shall

not be liable for any consequences of the discontinuation of the Service, even if damage is caused to the Subscriber.

Article 27 (Cancellation by the Subscriber)

The Subscriber may not cancel the Subscriber Agreement during the period specified in Article 6.1 and, if renewed in accordance with Article 6.2, during the relevant period.

Article 28 (Cancellation by the Company)

1. In the event that the Subscriber delays payment of the usage fees for the Service, if the Subscriber does not pay the usage fees for the Service after a reasonable period of time has elapsed despite the Company's demand for performance, the Company may cancel the Usage Contract.
2. If the Company determines that the Subscriber falls under any of the following items, the Company may terminate all or part of the Service Contract without notice to the Subscriber.
 - (1) In the event of any conduct that interferes with the Company's business
 - (2) If the Company receives a seizure, provisional seizure, provisional disposition, tax delinquency disposition, or other disposition by public authority against material assets, or a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation proceedings is filed.
 - (3) In the event of dissolution or transfer of the entire business, or a resolution to that effect is passed
 - (4) In the event that a bill or check drawn or accepted by the Bank itself becomes dishonored or otherwise becomes suspended.
 - (5) If you have received a disposition of suspension of business or revocation of business license or registration from the regulatory authorities
 - (6) When one of the reasons listed in each item of Article 5, Paragraph 2 exists
3. In addition to the preceding paragraph, if the Subscriber violates the Terms and Conditions, etc., or if a serious event occurs that makes it difficult to continue providing the Service for reasons attributable to the Subscriber (hereinafter referred to as "Violation, etc."), and if the Subscriber does not correct such Violation, etc. within 14 days despite written notice, the Company may cancel all or part of the Service Agreement. In addition to the preceding paragraph, if the Subscriber violates the Terms of Service, etc., or if a material event occurs that makes it difficult to continue providing the Service for reasons attributable to the Subscriber (hereinafter referred to as "Violation, etc.") and the Subscriber does not remedy such violation, etc. within 14 days despite written notice, the Company may cancel all or part of the Service Agreement.

Article 29 (Disposition after termination of contract)

1. In the event of termination of the Subscriber Agreement for any reason, the Subscriber shall immediately terminate use of the Service and shall not be able to use the Service thereafter.
2. In the event of termination of the Subscriber Agreement for any reason, the Company reserves the right to delete any and all data stored on the servers related to the Service.
3. The Company shall not be obligated to compensate for damages incurred by the Subscriber due

to the deletion of data in accordance with this Article.

4. Upon termination of this Agreement, the Subscriber shall uninstall individual applications and perform other matters as separately instructed by the Company.
5. The Company shall not be liable for any damage caused by the Subscriber's use of the Service after the termination of the Subscriber Agreement.
6. If the Subscriber is found to be using the Service after the termination of the Service Agreement, the Subscriber shall be deemed to have used the Service during the period from the date of termination of the Service Agreement to the date when such use is found, and the Company may charge the Subscriber twice the amount of usage fees, etc. that would have accrued if the Service Agreement had been concluded. The Company may charge the Subscriber twice the amount of the usage fees, etc. that would have been incurred had a subscription agreement been concluded, and the Subscriber shall be obligated to pay the amount of the usage fees, etc.

Article 30 (Exclusion of Antisocial Forces)

1. The Subscriber and the Company shall commit the following items to the other party.
 - (1) The applicant is not a Boryokudan (organized crime group), a Boryokudan member, a person for whom five years have not passed since he/she ceased to be a Boryokudan member, a quasi-organized member of a Boryokudan, a Boryokudan-related company, a general meeting house, a socially motivated group, a special intelligence violent group, or a quasi-organized group or other similar person (hereinafter "Anti-Social Forces"). Not an "Anti-Social Force".
 - (2) Do not have the following relationships with antisocial forces
 - ① Relationships that are deemed to involve the use of antisocial forces for the purpose of gaining unjust enrichment for oneself or a third party, or for the purpose of causing damage to a third party.
 - ② Relationship that cooperates with or is involved in the maintenance or operation of antisocial forces, such as providing funds, etc. or benefits to antisocial forces.
 - (3) that its own officers (directors, executive officers, corporate officers, corporate auditors, advisors, chairman, or any other person substantially involved in management, regardless of name) are not antisocial forces, and that they do not have any socially reprehensible relationship with antisocial forces; and (iii) The company's officers (directors, executive officers, corporate officers, auditors, advisors, chairpersons, and other persons substantially involved in management, regardless of their names) are not antisocial forces and have no socially reprehensible relationship with antisocial forces.
 - (4) Not to allow antisocial forces to use one's own name and enter into a contract of use.
 - (5) Not to cause the following acts in connection with the Usage Contract, either by oneself or by using a third party
 - ① Violent demanding acts
 - ② Unreasonable demands beyond legal responsibility
 - ③ threatening words or deeds or using violence in connection with transactions
 - ④ Acts of spreading false rumors, using deceptive means or force to obstruct the other party's business, or defaming the credibility of the Company

- ⑤ Other acts similar to the preceding items
2. The Subscriber and the Company may terminate the Service Agreement without any notice to the other party if any of the following events occurs
 - (1) If it is found that the Company has made a representation contrary to the assurances set forth in (1) through (3) of the preceding paragraph.
 - (2) When it is found that the contract was made in violation of the assurance set forth in the preceding paragraph (4)
 - (3) In the event of an act in violation of the assurance set forth in the preceding paragraph (5)
 3. the party whose subscription agreement is terminated pursuant to the preceding paragraph shall compensate the terminated party for damages suffered by the terminated party.
 4. the party whose subscription agreement is terminated pursuant to the provisions of paragraph 2 shall not make any claim against the other party for any damages arising from the termination.

Article 31 (Notification)

Notices regarding the Service and other notices from the Company to the Subscriber as stipulated in these Terms and Conditions shall be made by e-mail or other methods determined by the Company. Notices shall become effective upon transmission from the Company.

Article 32 (Prohibition of Assignment of Rights and Obligations)

The Subscriber shall not allow a third party to succeed to his/her contractual position under the Usage Contract, or assign, succeed, or pledge as collateral all or part of his/her rights and obligations under the Usage Contract to a third party.

Article 33 (Force majeure)

If the performance of the Service is prevented by a natural disaster, epidemic, war or other state of conflict, the enactment, amendment or repeal of laws, regulations or rules, or any other force majeure, the Company shall not be liable for any damage caused to the Subscriber by such force majeure, notwithstanding the provisions of the Service Agreement or any other provisions.

Article 34 (Consultation)

If any dispute or question arises between the parties regarding the interpretation of these Terms of Use, or if any matter arises that is not stipulated in these Terms of Use, the parties shall consult with each other in good faith and attempt to amicably resolve such dispute or question.

Article 35 (Governing Law and Jurisdiction)

The Terms of Use shall be governed by and construed in accordance with the laws of Japan, and the Tokyo District Court shall be the exclusive court of first instance.
The court of competent jurisdiction shall be the court of first instance.

Article 36 (Special Provisions)

Notwithstanding any other provision of these Terms and Conditions, the following provisions apply to individual apps acquired through the Application Delivery Service site provided by Zendesk, Inc

- (1) The usage contract begins when the individual application is installed.
- (2) By installing an individual application, the subscriber is deemed to have agreed to these Terms and Conditions.
- (3) We shall not be liable for any loss or damage incurred by the Subscriber in connection with the Service.
- (4) Article 5 (Application for Subscriber Agreement), Article 6 (Term of Subscriber Agreement) Paragraphs 1 through 3, Article 10 (Addition or Deletion of Users), Article 12 (Failure Notice), Article 21 (Liability in Case of Infringement) Paragraph 2, Article 24 (Disclaimer and Limitation of Damages) Paragraphs 2 and 3, Article 25 (Suspension of This Service) Paragraph 2, Article 26 (Abolition of This Service) Paragraphs 3 and 4, and Article 27 (Termination by Subscriber) shall not apply. Article 25 (Suspension of the Service) Paragraph 2, Article 26 (Discontinuation of the Service) Paragraphs 3 and 4, and Article 27 (Termination by Subscriber) shall not apply.

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