

SKILL NOTE ASP Service Terms of Service

Innovia Corporation. (hereinafter referred to as "our company") provides this service (defined in Article 1) in accordance with the following conditions.

Article 1 (Definition)

In this agreement, the following terms shall have the following meanings.

(1) "This service"

This is the "SKILL NOTE ASP service" operated by our company.

(2) "This system"

This is a general term for the hardware and software required to provide this service.

(3) "Support business"

This refers to the business of responding to inquiries from users regarding this service.

(4) "User"

A company that has applied for the use of this service to us and has been issued an ID and password.

(5) "Application form"

This is the "service order form and usage application form" specified by the Company.

Article 2 (Purpose)

The purpose of this agreement is to establish the conditions for users to use this service.

Article 3 (Application and establishment of this service provision contract)

1. If you would like to use this service, please fill out the application form and submit it to us or our designated distributor.

2. In response to the application form, when the Company or the sales agent designated by the Company issues the ID / password, the service contract of this service is concluded (hereinafter, the service contract of this service is "It's called.).

Article 4 (Support business)

1. Our company will carry out support work as follows.

(1) Response to inquiries by email

Email: c_support@innovia.co.jp

2. If you make an inquiry, we will inform you of the survey results etc. to the person in charge stated in the application form.

3. When there is a change in the person in charge, the user shall promptly notify the changed person in charge and contact information in writing specified by the Company.

4. Please note that depending on the content of support, we will log in to your environment at our discretion.

Article 5 (interruption of this service)

1. We may suspend this service in any of the following cases. In this case, we shall not be liable for any damages or disadvantages caused to the user or a third party for any reason.

(1) When carrying out regular inspections and repairs

(2) In the event of an earthquake, power failure, natural disaster or other force majeure event

(3) When the communication line becomes unavailable

(4) When a failure, defect, defect, etc. is found in the hardware and software that make up this system

(5) When this system is illegally accessed by a third party (including when it is attacked by a computer virus)

(6) When our company suspends after obtaining the consent of the user

(7) When other unavoidable emergency occurs

2. If this system stops, if possible, we will notify the person in charge of the user defined in Article 4.2, or post it on the website operated by us.

Article 6 (End of this service)

Our company can terminate this service by notifying the user 6 months before the end date of this service. In this case, we shall not be liable for any damages or disadvantages caused to you or any third party.

Article 7 (Subcontracting)

We may re-entrust all or part of this service and support business to a third party. In this case, the same obligation as provided in Article 16 shall be imposed on the third party and the confidential information or user data shall be disclosed to the third party.

Article 8 (payment of consideration)

The user shall pay the fee for this service stated in the application for use according to the payment method specified by the Company or the sales agent specified by the Company.

Article 9 (Management of ID, etc.)

1. We will lend the user an ID and password to use this service immediately after concluding

this contract.

2. Users should manage IDs and passwords with the care of a good manager. The Company shall not be liable for any unauthorized use by a third party due to leakage of ID and password information. In addition, all operations using the ID and password lent to the user are considered to be performed by the user.

3. The user must change the password whenever the person in charge of using this service is changed.

Article 10 (Environmental settings)

Please prepare, arrange, purchase and set up the terminals and communication lines required to use this service at your own risk and expense.

Article 11 (Use and deletion of data)

Our company aims to provide the service smoothly, operate / maintain / manage, charge usage fees, make various communications, and improve the service based on the data of users or users' employees managed by the service. It will be used only for the purpose of analysis and will not be used for any other purpose.

For data deletion, the work will be done within 30 days from the day the service is canceled. Backup data will be completely erased within 2 weeks after the data is erased.

Article 12 (Handling of personal information)

Regarding the handling of personal information in this service, the Company shall comply with "Handling of Personal Information" separately specified by the Company.

Article 13 (disclosure of cases)

The company name of the user may be disclosed as a company introducing the company after making an advance request from the company.

Article 14 (Attribution of intellectual property rights)

All intellectual property rights (patent rights, copyrights, trademark rights, trade secrets) related to this system belong to the Company or a third party who has a legitimate right and is not transferred to the user.

Article 15 (Prohibited matters)

The user shall not do the following acts.

(1) Acts that violate the law

- (2) Offensive to public order and morals, criminal activity
- (3) Rights of the other party or third party (including intellectual property rights such as copyright, moral rights, design rights, trademark rights, patent rights, portrait rights, privacy rights, publicity rights, honorary rights, etc. (Not limited to))
- (4) Act of letting a third party use your ID and password
- (5) Acts that place an excessive burden on this system
- (6) Unauthorized access to this system
- (7) Cracking, reverse engineering, decompilation, disassembly and similar activities of this system
- (8) Sending applications and software that have a negative impact on this system
- (9) Acts that give unfair disadvantage to the other party or a third party
- (10) Other acts that the Company judges to be inappropriate

Article 16 (Confidentiality)

The Company and the user clearly indicate in writing that the technical or business information possessed or managed by the other party who has obtained the information based on the provision contract is confidential, not only during the provision contract period but also after the end of the provision contract. We shall manage the information disclosed below (hereinafter referred to as "confidential information") with the care of a good manager, and disclose or leak it to a third party without obtaining the prior written consent of the other party. Shall not. In addition, confidential information shall be used only to the extent necessary for the purpose of this contract, and shall not be used for any other purpose. However, this does not apply to the information that can be proved to be listed in the following items. (Hereinafter, those who disclose confidential information are called "disclosers", and those who receive confidential information are called "recipients.")

- (1) Information that is publicly known when confidential information is known
- (2) Information that has been made publicly known regardless of the responsibility of the recipient after the confidential information is known
- (3) Information that the recipient already knew when he got the confidential information
- (4) Information developed independently by the recipient after obtaining the confidential information, without relying on "secret information"
- (5) Information obtained legitimately without any obligation of confidentiality from a third party who has a legitimate right after receiving the confidential information.
- (6) Information specified by the discloser that confidential information will not be treated as confidential

Article 17 (cancellation and cancellation)

1. The Company and the user may cancel the provision contract even if one of the Terms is violated, and if the violation status is not corrected even if a notice of correction of the violation status is set for a considerable period of time. will do.

2. The Company and the user shall be able to cancel the provision contract without any notice if the other party falls under any of the following items.

(1) If any of the provisions of this agreement is violated and the purpose of this agreement cannot be achieved by performance after the notification.

(2) When a person has been filed for civil protection procedures or civil execution procedures or has been punished by public authority such as tax delinquency due to his default.

(3) When a decision is made to commence bankruptcy or civil rehabilitation proceedings, corporate rehabilitation and special liquidation, or if there is a fact of these claims

(4) If the bill or check you have drawn out is unpaid.

(5) In the case where there is a considerable reason that the economic credit deteriorates or is likely to deteriorate, as in the case of the preceding three items.

(6) In case of dissolution

(7) When a significant part of the merger or business is transferred

(8) When it is deemed difficult to fulfill this Agreement due to suspension of business or cancellation of business license or business registration by the supervisory authority.

(9) In the case of any other significant reason why it is difficult to continue this contract

(10) When there is a risk of antisocial forces, or when a relationship with antisocial forces is suspected

3. Termination or termination of this agreement under the preceding paragraph does not prevent the party who has terminated or terminated the claim for damages from the other party.

Article 18 (Discussion items)

If you have any doubts about the matters not stipulated in this agreement or the interpretation of each clause in this agreement, both our company and the user will discuss in good faith and resolve them.

Article 19 (Changes in Terms and Service Details)

Our company may change or partially abolish the contents of this agreement or this service. In this case, this agreement or service content depends on the content after the change. If any important part of this agreement is changed, we will notify the customer of the change by the method specified by us. However, advance notice may be omitted for minor changes such as

correction of wording that do not cause any disadvantage to the customer. If you use this service after changing the content of this agreement, it is considered that you agree to the change of this agreement.

Article 20 (Damage Compensation)

The Company shall be liable for damages incurred by the user for reasons attributable to the owner's responsibility, up to a monthly usage fee of one month. However, the scope of compensation for damages is limited to ordinary damages only and does not include special damages or lost profits.

Article 21 (Force Majeure)

The Company shall not be liable for default even if it becomes impossible to fulfill its obligations under this contract due to force majeure such as natural disaster, earthquake, flood, tsunami, war, terrorism, strike, lockout, sabotage, or other labor-management dispute. It shall not be borne.

Article 22 (Prohibition of transfer of rights and obligations)

The user cannot transfer all or part of the rights and obligations under this agreement to a third party, or lend, trade, change the name of the person, set pledges, or provide other collateral. will do.

Article 23 (valid period, etc.)

1. The validity period of the provision contract is as follows.

(1) When using this service on a monthly basis (hereinafter referred to as "monthly usage"), the validity period of the provided contract shall be one month from the start date of usage. However, if there is no request for termination of this contract, it will be renewed for another month, and thereafter this example will be applied. The minimum contract period is two months from the start of use.

(2) When using this service on an annual basis (hereinafter referred to as "annual usage"), the validity period of the provision contract shall be one year from the start date of use. However, if there is no request for termination of this contract, it will be renewed for another year.