

## desknet's Cloud Service Level Agreement (SLA)

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NEO THAI ASIA Co., Ltd.

Agenda

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# Quality Assurance of our desknet's Cloud Service

NEO THAI ASIA Co., Ltd. (hereinafter referred to as "the Company") sets the quality assurance (Service Level Agreement, hereinafter referred to as "SLA") for the desknet's Cloud Service (hereinafter referred to as "the Service") provided by the Company. (Hereinafter referred to as "the Company"), the Company will set the Service Level Agreement (hereinafter referred to as "SLA") and refund (or reduce) a part of the usage fee to the Subscriber in the event that the SLA is not satisfied with the guaranteed value set by the Company.

## 1. Prerequisites for SLA Application

The preconditions for application of the SLA are as follows

- (1) The user must comply with the terms of desknet's Cloud Service Terms of Use (hereinafter referred to as "Terms") regarding the use of the Service, which are separately stipulated.
- (2) The user is using the application in the recommended usage environment as described on the Company's website.
- (3) The use of administrator IDs, passwords, user IDs, passwords, etc. shall be correctly operated without any leakage to third parties.
- (4) The user is not using the service in such a way as to cause a significant load on the service environment, or installing or using programs that cannot be used in the service environment.
- (5) Excluding the Company's maintenance hours and the maintenance of upper carriers and data centers.

## 2. Applicable Items

The following four items are subject to SLAs.

|     |  |
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| (1) | Availability, reliability, and performance of application operations |
| (2) | Availability and responsiveness with respect to support              |
| (3) | Reliability and performance related to data management               |
| (4) | Reliability regarding security                                       |

## 3. Service Scope and Guaranteed Values

- (1) Availability, reliability, and performance of application operations

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| Scope | The SLA is limited to the service provided by the Cloud Provider used by the Company.<br><br>(Outside of the cloud provider's service is outside the scope of the SLA.)<br><br>Scheduled maintenance and maintenance as needed are not included in the scope of the SLA. |
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| Guaranteed value | <p>Guaranteed availability of 99% or more for one year. (Guaranteed availability rate per year)</p> <p>(Service outage time due to failure is guaranteed to be 1% or less per year)</p> <p>We guarantee continuous service outage time of 12 hours or less.</p> <p>We will perform the following items with a fixed cycle of monitoring</p> <p style="padding-left: 40px;">Web service 10minutes</p> <p style="padding-left: 40px;">Platform 10 minutes</p> |
|------------------|---|

(2) Availability and responsiveness of support

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| Scope            | <p>Support will be provided within the operation hours of the support center (our communication center) as separately stipulated in the Terms of Service.</p> <p>Support is provided by telephone and e-mail.</p> <p>The scope of support shall include helpdesk support for service usage and operation methods, as well as support for problems, etc.</p>   |
| Guaranteed value | <p>In the case of inquiries by telephone, the response will be immediate.</p> <p>During the support center operation hours, notification of any failure will be made within one hour.</p> <p>In the event of service interruption due to maintenance, etc., the customer will be notified by e-mail or on the website one week in advance as a general rule. However, this does not apply to emergencies.</p> <p>However, this is not limited to emergency cases.</p> |

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| <p>Customer Service Center: (for consultations, complaints, etc.)</p> <p>NEO THAI ASIA Communication Center (Weekdays 9:00 - 12:00, 13:00 - 18:00)</p> <p>TEL : 065-985-8644</p> <p>e-mail : <a href="mailto:support@neothai-asia.com">support@neothai-asia.com</a></p> |
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(3) Reliability and performance related to data management

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|------------------|--|
| Scope            | All data related to the provision of this service  |
| Guaranteed value | All data related to the provision of this service will be backed up daily at midnight (constant generation control). |

(4) Reliability regarding security

|                           |   |
|---------------------------|---|
| Scope                     | All equipment related to the provision of this service  |
| Details of implementation | <p>Failure monitoring will be performed 24 hours a day, 365 days a year.</p> <p>The system time will be synchronized using an NTP server.</p> <p>Security patches will be applied only when deemed urgent.</p> <p>Security patches will be applied only when deemed urgent, or during planned maintenance depending on the level of need.</p> <p>The NTP server provides user authentication by ID and PW (Administrator functions such as generating, changing, and deleting IDs and PWs).</p> <p>The service provides IP address restrictions on the connection source.</p> |

5. Calculation Method

The refund (or reduction) of the monthly fee will be calculated based on the following items.

(1) Failure time

We define the time of failure based on the following items.

① Counting start time (occurrence time)

The time of failure shall be the time when the Company confirms and determines the time of failure based on a request from the subscriber. However, if the Subscriber does not notify the Company within 48 hours of the count end time (restoration time) of the relevant time, the time of occurrence shall be the time specified in the notice in which the Company discovers the failure and notifies the Subscriber.

② Count End Time (Restoration Time)

The cumulative count end time shall be the failure recovery time described in the failure recovery notice in which the Company confirms the recovery of the relevant failure and notifies the Subscriber of the recovery. This failure recovery time will be fixed when there is no request for continuation of the failure.

③ Failure Time (Failure Time)

The time from the count start time to the count end time.

(2) Duration of Annual Failure

The annual disability hours shall be the aggregate of the hours of disruption that occurred during the following periods.

|        |  |
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| Period | In 365-day increments from the contract start date |
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(3) Calculation Method

a. If the guaranteed annual occupancy rate is less than

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| Guaranteed Rate                     | Guaranteed value  |
| Annual Standard Hours               | 365 days x 24 hours   |
| Annual Guaranteed Hours             | 365 days x 24 hours x Guaranteed rate   |
| Annual non-warranty hours (minutes) | Annual standard hours - Annual guaranteed hours   |
| Individual Failure Hours (minutes)  | 1 Disability time rounded down to the nearest 15 minutes                                  |
| Annual Disability Hours (minutes)   | Total hours of individual disability during the period of "(2) Annual Disability Period". |
| Covered hours (minutes)             | Annual Failure Hours - Annual Non-Guaranteed Hours "                                      |
| Monthly Fee Unit Price (hours)      | Service fee (monthly fee) ÷ (30 days × 24 hours)  |
| Refund Amount (yen)                 | Eligible Hours × Monthly Fee Unit Price   |

b. In the event of a continuous outage of service for more than 12 hours

|                                   |   |
|-----------------------------------|---|
| Guaranteed Value                  | Service outage time not to exceed 12 consecutive hours        |
| Individual Failure Time (minutes) | 1 outage hour   |
| Number of hours covered           | 1 outage hour / 12 (rounded down to the nearest whole number) |
| Amount of restitution (yen)       | Number of hours covered x unit price of monthly fee           |

(4) Refund

The maximum amount of refundable expenses shall be the Subscriber's monthly usage fee for the relevant service, and the amount of refund calculated in "(3) Calculation Method" above shall be deducted from the next billing for refund. Alternatively, the Subscriber may be entitled to a refund of the amount equivalent to the refund by providing the service or extending the service period.

If the Subscriber fails to make such a request within 3 months of the date on which such request becomes possible, the Subscriber shall forfeit the right to make such request.

(5) Disclaimer

If we are unable to provide our services due to reasons not attributable to us, we shall not be liable for any such failure.

The Company shall not be liable for any information, etc. (including computer programs) obtained by the Subscriber through the use of the Company's services. The Company shall not be liable for any information, etc. (including computer programs) obtained by the Subscriber through the use of the Company's services. In

addition, the Company shall not be liable for any damages resulting from the use of such information.

Regardless of the reason, the Company shall not be liable for any damage to the Subscriber caused by the falsification or deletion of information written by the Subscriber in a file for the Company's service.

If a claim is made or a lawsuit is filed by another Subscriber or a third party claiming that the Subscriber has caused damage to another Subscriber or a third party in relation to the use of the Company's service, the Subscriber shall settle such claim or lawsuit at his/her own expense and responsibility, and if the Company is named as the other party, the Subscriber shall be liable for all costs incurred. In the event that the Company is made the other party, the Subscriber shall indemnify and hold the Company harmless from and against any and all claims or lawsuits, including the costs of response.

#### 6. Procedures for SLA Application

##### (1) Application for Application

When an event subject to SLA application occurs and the conditions for SLA application are met, the subscriber may apply for SLA application procedures. SLA Application Procedures".

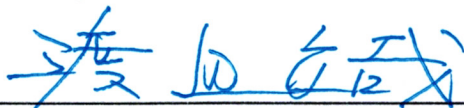
|                       |   |
|-----------------------|---|
| Application Deadlines | The SLA shall be applied as described in "4.  |
| How to apply          | The notice must be in writing and sent by mail or other means by which the Company can confirm receipt and transfer of the information at a later date. |

##### (2) Acceptance and Confirmation

The company will process the application of the SLA after confirming the events covered by the application.

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