

## Terms and Conditions for WinActor Support Services

April 1, 2024 Edition

These Terms and Conditions for WinActor Support Services (hereinafter referred to as "Terms and Condition") sets forth the terms and conditions of support services (hereinafter referred to as the "Support Services") for WinActor (hereinafter referred to as the "Software") provided by NTT DATA JAPAN Corporation (hereinafter referred to as "NTT DATA") to the Customer. If the Customer does not agree to the "Software License Agreement" (hereinafter referred to as the "Agreement") the Support Services shall not be provided to the Customer.

### **1. Content of the Support Services**

- (1) Response to an inquiry from the Customer's person in charge who registered on NTT DATA's website (hereinafter referred to as the "Subscriber"), regarding the content of the manual for the Software.
- (2) Response to an inquiry from the Subscriber regarding product specifications (function, specification and limitation) of the Software.

### **2. Period for providing the Support Services**

The Support Services shall be provided during the subscription period of the Software; provided that if the product developer, NTT Advanced Technology Corporation (hereinafter called "NTT-AT") or NTTDATA discontinues the Software distribution business, the Support Services shall be discontinued upon the lapse of one (1) year after the discontinuation of the Software distribution business.

### **3. Form of provision of the Support Services (response to inquiries)**

- (1) NTT DATA receives inquiries via inquiry form <https://winactor.com/eng/contact/>
- (2) In making each inquiry, the Subscriber shall provide NTT DATA with the following information which may vary depending on the nature of the inquiry:
  - [1] Company (organization) name;
  - [2] Department name;
  - [3] Name of the Subscriber;
  - [4] Telephone number;
  - [5] E-mail address; and
  - [6] Support Contract ID.
- (3) Inquiries shall be handled in English or Japanese only.

#### **4. The handling of personal information**

The handling of personal information by NTT DATA is subject to the following provisions.

<https://www.nttdata.com/global/en/privacy-statement>

#### **5. Hours for the Support Services**

Hours during which NTT DATA provides the Support Services shall be as follows:

9:30 a.m. to 12:00 p.m. (noon) and 1:00 p.m. to 6:00 p.m. on business days of NTT DATA.

#### **6. Limitations to the Support Services**

- (1) The Support Services are provided by NTT DATA to the Customer, and NTT-AT, the Software developer, does not provide the Support Services directly to the Customer.
- (2) NTT DATA does not guarantee that all inconveniences and questions of the Customer are completely solved. Additionally, in the event that NTT DATA deems that the Customer falls under any of the following items, NTT DATA may opt not to provide the Support Services:
  - [1] When the Customer makes an inquiry about a problem in an operational environment other than one specified by NTT DATA or in a special operational environment specific to the Customer;
  - [2] When the Customer forces NTT DATA to provide support outside of the scope of the Support Services specified and provided by NTT DATA or in a manner other than that specified by NTT DATA;
  - [3] When the Customer infringes or may infringe upon the property or privacy of a third party or NTT DATA;
  - [4] When the Customer conducts activities that create or may create a disadvantage for, or cause damage to, a third party or NTT DATA;
  - [5] When the Customer conducts activities that cause or may cause damage to the reputation or creditworthiness of NTT DATA or a third party;
  - [6] When the Customer makes false declarations or notifications such as registering an e-mail address of a person other than the Customer;
  - [7] When the Customer conducts activities that are or may be against public order and good morals;
  - [8] When the Customer commits a crime or conducts activities that lead or may lead to a crime;
  - [9] Other than the above, when the Customer conducts activities that violate or may violate laws, regulations, ordinances or rules; or
  - [10] Other than the above, when the Customer conducts activities that NTT DATA deems inappropriate.

- (3) In cases other than those set forth in (2) above, if a fire, power outage, natural disaster, system failure or any force majeure occurs, the Support Services may not be provided to the Customer and NTT DATA shall not be held liable for failure to provide the Support Services.
- (4) NTT DATA shall not be held liable for data loss, loss of profits, and special, incidental, indirect or punitive damages arising out of the provision of the Support Services. In addition, NTT DATA's liability (whether in contract, tort or on any other legal theory of liability) for damages that arise in connection with the Support Services shall be limited to the amount paid by the Customer for the Software (including the support fees).
- (5) In the event that NTT DATA fails to provide the Support Services, regardless of whether such failure is attributable to NTT DATA or the Customer, the copyright holders of the Software and other relevant right holders including NIPPON TELEGRAPH AND TELEPHONE CORPORATION shall not bear any liability including the obligation of providing the Support Services to the Customer.

#### **7. Operational and environmental conditions**

The provision of the Support Services shall be conditional upon the Customer's compliance with the Agreement and with the operational and environmental conditions as specified in the following URL.

<https://winactor.com/eng/product/67/>

The Support Services target the latest version of Software. NTT DATA and its distributors shall not bear any liability for damage that incurred by using the old version of the Software.

#### **8. Fix of Bug**

In the event that a serious defect or bug is found that interferes with the use of the Software, a bug-fixed version of the Software may be provided in accordance with the following conditions [1] to [3]:

- [1] Bug fixed version may or may not be issued at NTT-AT's sole discretion, and NTT DATA does not promise or guarantee the availability of the issuance of bug fixed version.
- [2] Bug fixed version does not include an addition of functions or an expansion of the scope of the Software (such as expansion in supported web browsers, OS, etc.).
- [3] Provision of bug fixed version does not promise or guarantee that all defects and bugs contained in this software is fixed.

#### **9. Confidentiality obligation for information and prohibition of its unauthorized use**

In no event shall the Customer disclose or divulge to a third party any information that it acquires during the use of the Support Services or use such information for

purposes other than the Support Services, whether intentionally or negligently, regardless of whether before or after the Support Services are discontinued.

#### **10. Governing law and miscellaneous provisions**

- (1) These Terms and Conditions shall be governed by the laws of Japan without regard to the conflict of laws principle thereof.
- (2) All disputes, controversies or differences between NTT DATA and the Customer arising out of or in connection with these Terms and Conditions or the Support Services shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction thereof. The number of the arbitrators shall be three (3). The arbitral proceedings shall be conducted in English.
- (3) Notwithstanding (2) above, NTT DATA may seek injunctive or other similar relief from any court of competent jurisdiction in any country and the Customer hereby consent to submit to the jurisdiction of such courts.

#### **11. Amendment to the Terms and Conditions**

These Terms and Conditions sets forth terms and conditions that constitute the entire agreement between both parties hereto concerning the Support Service; provided that NTT DATA may, in its sole discretion, modify these Terms and Conditions due to reasons, including, without limitation, change in the operational or environmental conditions for the Software by notifying the Customer, at least fourteen (14) days prior to such modification, of the modified Terms and Conditions and the effective date of such modification, through the website operated by NTT DATA at <https://winactor.com/eng/news/> or by any other method that NTT DATA deems appropriate.

End of Document