

# EDGEMATRIX SERVICE TERMS AND CONDITIONS for HongKong

EDGEMATRIX SERVICE TERMS AND CONDITIONS for HongKong (the “Terms”) governs subscribers in HongKong of EDGEMATRIX SERVICE (the “Service”, the details of which are defined in Article 2). The Terms establishes a contractual relationship between EDGEMATRIX Inc. (“EMI”) and subscribers of the Service (the “Subscriber”).

The Terms constitutes the agreement between EMI and the Subscriber (the “Agreement”).

The Subscriber may not use the Service without having confirmed and agreed to all contents of the Terms. EMI shall not provide the Service with the Subscriber unless the Subscriber has completed its agreement to the Terms. If the Subscriber has started to use the Service, its agreement to the Terms shall have been regarded as completed.

## **Article.1 Purpose and Applicability**

1. The Terms aims to establish the rights and obligations between EMI and Subscriber.
2. The Terms and the attachments (including, but not limited to the linked websites of EMI in the Terms) constitute the Agreement. If there is any contradiction between the Terms and attachments, the attachments shall prevail.
3. If there is any contradiction between the Terms and Application, the Application shall prevail.
4. If there is an individual agreement as to the Service between EMI and Subscriber in addition to the Terms, the Subscriber shall use the Service in compliance with the individual agreement as well as the Terms. If there is any contradiction between the Terms and individual agreement, the individual agreement shall prevail.

## **Article.2 Definitions**

In the Terms, the following expressions shall have the meanings as follows:

(1) “Related Companies”

EMI’ s subsidiaries, affiliated companies, other affiliated companies, and business

partners

(2) “User”

Subscriber’s officers, employees (including temporary workers) and other members, who are permitted to get access to the Service by the Subscriber

(3) “Agreement”

The Agreement of the subscription of the Service

(4) “Service”

Video Edge AI service provided to the Subscriber by EMI under the name of “EDGEMATRIX SERVICE” at the time of conclusion of the Agreement

(5) “Application Form”

EMI-prescribed documents necessary for the Agreement, including, but not limited to, EMI-prescribed online-forms

(6) “Agency”

Corporation having the right to sell the Service, to conclude the Agreement, to charge the Service Fee, and to carry out the business incidental thereto, on behalf of EMI

(7) “Access Information”

ID, password, and other information required for certification for the Subscriber or User to use the Service

(8) “Data”

Information of electromagnetic records (records created by electronic, magnetic, or other methods that are used for computer information processing)

(9) “Subscriber Data”

Data the Subscriber acquires or creates through the Service or Developer Application

(10) “EMI Facilities”

Computers, electric telecommunication lines, telecommunication equipment and other hardware and software (including, but not limited to, those borrowed from or provided by third parties) for EMI to provide the Service

(11) “Subscriber Facilities”

Computers, electric telecommunication lines, telecommunication equipment and other hardware and software (including, but not limited to, those borrowed from or provided by third parties) for the Subscriber to use the Service

(12) “Intellectual Property”

Inventions, ideas, designs, copyrights, other creations of human beings (including

discovered or elucidated laws of nature or phenomena of nature that may be used industrially), trademarks, trade secrets and other technical or business information useful for business activities

(13)“Intellectual Property Rights”

Patents, model utility rights, design rights, copyrights, trademarks and other intellectual property rights

(14)“Force Majeure”

Natural disasters (including, but not limited to, fires, earthquakes, floods, tidal waves, thunderbolts, and pollution), epidemics, wars (declared or undeclared), riots, civil wars, terrorist acts, cyber-attacks, strikes, or any other act beyond the reasonable control of the affected party

(15)“Decree”

Laws, government ordinances, rules, regulations and guidelines

(16)“Antisocial Forces”

any organized crime group, any member of any organized crime group, any person who ceased to be a member of any organized crime group, any person equivalent to a member of any organized crime group, any company affiliated with any organized crime group, any corporate racketeer (so-called “sokaiya”), any group engaging in criminal activities under the pretext of conducting social campaigns, any crime group specialized in intellectual crimes, or any other person equivalent thereto

(17)“Edge AI”

AI processing performed at or near the site where Data is generated

(18)“Edge AI Device”

Device that runs Edge AI and transmits the Data generated thereby

(19)“Edge AI Box”

EMI Edge AI Device

(20)“AI Application”

Application that runs Edge AI

(21)“Web Application”

Application on the web with features such as collection, analysis, visualization, and control of Data from the AI Application

(22)“Developer”

Corporation providing the AI Application and Web Application through the Service

(23)“Developer Application”

AI Application and Web Application that the Developer provides through the Service

(24)“Application Subscription Agreement”

Agreement between the Subscriber and Developer for the subscription of the Developer Application

(25)“Application Subscription Fee”

Fee that the Subscriber shall pay to the Developer in exchange for subscribing the Developer Application based on the Application Subscription Agreement

(26)“EDGEMATRIX Store”

One feature of the Service;

Distribution and trade platform of each Developer Application

(27)“Option”

Function of the Service that may be used by the Subscriber 's optional choice

### **Article.3 Change of the Terms**

1. EMI may modify the Terms without any previous notice and at its discretion.
2. If EMI has modified the Terms, EMI will notify the Subscriber of the updated version of the Terms as well as the effective date by displaying them on EMI website or other methods.
3. If EMI has modified the Terms, the Subscriber shall be considered to agree to the updated version of the Terms when the Subscriber has started to use the Service except where the effect is legally invalid.

### **Article.4 Conclusion of the Agreement**

1. Any corporation wishing to use the Service (the “Applicant”) shall apply for concluding the Agreement by submitting the Application Form to EMI or Agency.
2. The Applicant shall fill in the Application Form with EMI prescribed items.
3. When EMI or Agency requests the submission of documents necessary for confirming the authenticity of the Application Form submitted from the Applicant, the Applicant shall submit those documents.
4. The Applicant shall represent and warrant the truthfulness of all the following items to EMI;
  - (1) The Applicant has the legal authority to conclude the Agreement

- (2) The Applicant has confirmed and agreed to the Terms.
  - (3) The Applicant has disclosed to EMI all important facts that may affect EMI's consideration of deciding whether or not to grant the subscription.
  - (4) All the items disclosed to EMI from the Applicant (including, but not limited to, those of the Application Form) are true.
  - (5) The Applicant is not any corporation that has violated the Agreement or Terms in the past.
  - (6) The Applicant does not belong to or participate in Antisocial Forces.
5. In any of the following cases, EMI and Agency may reject any application and shall not disclose the reason to the Applicant.
    - (1) The Applicant has not filled in the Application Form with EMI prescribed items.
    - (2) The Applicant violates or may violate the representation and warranty set forth in the preceding paragraph.
    - (3) EMI has determined that the Applicant's subscription is inappropriate.
  6. In the case of having submitted the Application Form to EMI, the application shall not be approved unless EMI notify the Applicant of the approval or disapproval within 7 business days of the arrival. In the case of having submitted the Application Form to the Agency, the application shall not be approved unless the Agency notify the Applicant of the approval or disapproval within 7 business days of the arrival.
  7. In the case of having submitted the Application Form to EMI, the Agreement shall be concluded when EMI has notified the Applicant of the approval. In the case of having submitted the Application Form to the Agency, the Agreement shall be concluded when the Agency has notified the Applicant of the approval.
  8. EMI and Agency shall not be liable to the Applicant for any losses or damages resulting from any of the following items.
    - (1) Deferral of notification of approving the application
    - (2) Disapproval of the application

#### **Article.5 Provision of the Service**

1. EMI shall provide the Service to the Subscriber in compliance with the Terms as well as applicable Decree.
2. The areas where the Service is provided shall be restricted to HongKong.
3. The Subscriber must own its Edge AI Box.

4. EMI may outsource any business concerning the Service to third parties (including, but not limited to, Related Companies) at any time and without any notice. In the case, EMI shall manage the contractor on its own.
5. EMI endeavors as much as possible to ensure the function of the Service in the Subscriber Facilities. Either express or implied, EMI shall make no representations and warranties of any kind about the Service, including, but not limited to, warranties or representations with respect to the fitness for particular purpose, functionality, merchantability, accuracy, reliability, noninfringement, availability, quality and completeness.

#### **Article.6 Period of the Agreement**

1. The period of the Agreement is one month from the date of starting to subscribe the Service in the Application Form.
2. The Agreement shall be extended for additional terms of one month each unless the Subscriber notifies EMI or Agency of its intention to terminate the Agreement or to change the Agreement no later than ten days prior to the expiration of the initial term or any extended term thereof.

#### **Article.7 Service Subscription Fee**

1. The Service Subscription Fee is monthly fee. The details are prescribed in the Application Form.
2. The Subscriber shall pay the Service Subscription Fee together with each tax to EMI or Agency in compliance with each of the following conditions.
  - (1) In the case of having submitted the Application Form to EMI, the Subscriber shall transfer the Service Subscription Fee together with each tax to the EMI-designated bank account.
  - (2) In the case of having submitted the Application Form to the Agency, the Subscriber shall transfer the Service Subscription Fee together with each tax to the Agency-designated bank account.
  - (3) All transfer fees and other expenses necessary for the payment of the Service Subscription Fee and each tax shall be borne by the Subscriber.
3. The Subscriber shall be liable for the payment of the Service Subscription Fee from the date of starting to subscribe the Service in the Application Form. Even if the Agreement

has started at the middle of a month, or even if the Agreement has ended at the middle of a month, the Service Subscription Fee shall not be calculated at a daily rate.

4. The Subscriber must not refuse to pay the Service Subscription Fee even if the Subscriber doesn't actually use the Service.
5. In no event shall EMI or Agency be liable for refunding the Subscription Fee paid by the Subscriber to EMI or Agency, unless otherwise provided for in the Terms or Decree.
6. EMI may change the Service Subscription Fee at any time and its discretion. If the Service Subscription Fee increases, EMI shall notify the Subscriber of the change in advance.

#### **Article.8 Terms and Conditions of Developer Application**

1. The Subscriber shall subscribe and use the Developer Application at its own expense and responsibility.
2. For subscribing and using the Developer Application, the Subscriber shall comply with the terms and conditions of the Developer Application as well as the Terms.
3. If there is any contradiction between the Terms and terms and conditions of the Developer Application, the terms and conditions of the Developer Application shall prevail between EMI and the Subscriber.
4. The Application Subscription Agreement must be concluded between the Subscriber and Developer. EMI shall not be the party of the Application Subscription Agreement.
5. The Subscriber shall contact the Developer with respect to the usage or subscription of the Developer Application.
6. The Developer Application may be changed or terminated on the Developer discretion. EMI shall not be liable for any losses or damages resulting from the change or termination.
7. Either express or implied, EMI shall make no representations and warranties of any kind about any Developer Application, including, but not limited to, warranties or representations with respect to the fitness for particular purpose, functionality, merchantability, accuracy, reliability, noninfringement, availability, quality and completeness.

#### **Article.9 Application Subscription Fee**

1. The Application Subscription Fee is monthly fee and prescribed by the Developer. You can confirm the details through EDGEMATRIX Store.
2. If the Application Subscription Agreement has been concluded between the Subscriber and Developer, the Subscriber shall pay the Application Subscription Fee together with each tax to EMI or Agency in compliance with any of the following conditions. The Developer entrusts the billing of the Application Subscription Fee to EMI.
  - (1) In the case of having submitted the Application Form to EMI, the Subscriber shall transfer the Application Subscription Fee together with each tax to the EMI-designated bank account.
  - (2) In the case of having submitted the Application Form to the Agency, the Subscriber shall transfer the Application Subscription Fee together with each tax to the Agency-designated bank account.
  - (3) All transfer fees and other expenses necessary for the payment of the Application Subscription Fee and each tax shall be borne by the Subscriber.
3. The Subscriber shall be liable for the payment of the Application Subscription Fee from the starting date of the Application Subscription Agreement.
4. Even if the Application Subscription Agreement has started at the middle of a month, or even if the Application Subscription Agreement has ended at the middle of a month, the Application Subscription Fee shall not be calculated at a daily rate.

#### **Article.10 Option Fee**

If the individual agreement of Option has been concluded between the Subscriber and EMI, the Subscriber shall pay the Option Fee together with each tax to EMI or Agency in compliance with the conditions prescribed by the individual agreement.

#### **Article.11 Terms and conditions of the Option**

For the Option, the individual agreement between EMI and Subscriber needs to be concluded independently from the Agreement. The individual agreement sets forth the terms and conditions of the Option.

#### **Article.12 Update of EMI Facilities**



EMI may make necessary deployments of changes, updates or enhancements to EMI Facilities at any time and without any notice.

#### **Article.13 Change of the Service**

EMI may make necessary deployments of changes, updates or enhancements to the Service at any time and without any notice. In the case, EMI may also add or remove functionalities or features.

#### **Article.14 Suspension of the Service**

1. EMI may suspend or stop the Service at any time and its discretion. In the case, EMI endeavors to notify the Subscriber of the information in advance.
2. In any of the following cases, EMI may suddenly suspend or stop the Service at any time and without any notice
  - (1) Errors or defects etc. in EMI Facilities or Subscriber Facilities
  - (2) Inspection or maintenance to EMI Facilities
  - (3) EMI Facilities has stopped because of accidents
  - (4) Compliance with Decree
  - (5) Preservation of human life or properties
  - (6) Force Majeure
  - (7) Suspension of third-party services used by EMI for providing the Service
  - (8) Suspension or termination of any Developer Application
  - (9) Subscriber violation of the representations and warranties set forth in the Terms
  - (10)Matters of any kind necessary for the suspension of the Service

#### **Article.15 Termination of the Service**

EMI may terminate the Service at any time and its discretion. In the case, EMI endeavors to notify the Subscriber of the termination 180 days before the termination date.

#### **Article.16 Subscriber Facilities**

1. Subscriber Facilities needs to be able to access to EMI Facilities through electric telecommunication lines, so that EMI can provide the Service to the Subscriber.
2. The Subscriber shall prepare the Subscriber Facilities (including, but not limited to, Edge AI Box) at its own expense and responsibility, and make the Subscriber Facilities

accessible to EMI Facilities.

3. The Agreement shall be concluded per each Edge AI Box.

#### **Article.17 User Management**

1. The Subscriber shall make its User comply with the Terms.
2. The Subscriber shall be liable for all actions of its User through the Service.

#### **Article.18 Access Management**

1. The Subscriber must not allow third parties (except for its User) to use the Service.
2. The Subscriber must manage its Access Information in compliance with all the following items.
  - (1) The Subscriber must not disclose its Access Information to third parties.
  - (2) The Subscriber must take reasonable steps for ensuring the confidentiality of its Access Information, including, but not limited to, password settings, encryption and access control.
3. When the Subscriber has disclosed or leaked its Access Information, or when there is any risk of disclosing or leaking its Access Information, the Subscriber must quickly notify EMI of such fact.
4. Any access to the Service by the Subscriber Access Information shall be considered as the access to the Service by the Subscriber. The Subscriber shall be obliged to indemnify EMI against damages and expenses resulting from any access to the Service by the Subscriber Access Information.

#### **Article.19 Access Prohibition**

1. The Subscriber must not access or attempt to access any area other than those permitted to access under the Agreement.
2. The Subscriber must not perform any of the following acts about Access Information of others.
  - (1) Acquisition
  - (2) Use
  - (3) Disclose or leakage
3. When the Subscriber has performed any of the preceding acts, or when there is any risk of performing any of the preceding acts, the Subscriber must quickly notify EMI of such fact.

## **Article.20 Prohibited Acts**

The Subscriber must not perform any of the following acts or acts which cause the risk thereof, by itself or using any third party, through the Service.

- (1) Acts in violation of Decree
- (2) Acts in violation of public order and morality
- (3) Infringements of the rights (including, but not limited to, intellectual property rights, publicity and privacy) of EMI or third parties
- (4) Following acts through the Service
  - ① Using the Service for any purpose other than the Subscriber's business purposes
  - ② Causing disadvantages or damages to EMI, other Subscribers or third parties
  - ③ Disclosing all aspects (including, but not limited to, information, voice, movie and image) of the Service on SNS or other websites without EMI permission
  - ④ Placing excessive load on the Service networks or systems
  - ⑤ Transmitting harmful programs (including, but not limited to, computer virus) to the Service networks or systems
  - ⑥ Other acts that may interfere with the Service
- (5) Following acts against components or materials of the Service
  - ① Unauthorized access, cracking or similar acts
  - ② Incorporation them in other software
  - ③ Entering fraudulent data into them
- (6) To modify, decompile, reverse-engineer or disassemble the Service in any way.
- (7) Providing benefits to Antisocial Forces
- (8) Other acts equivalent to the preceding acts
- (9) Other acts that EMI deems inappropriate

## **Article.21 Secrecy**

1. Confidential Information shall mean any business or technical information each party discloses to the other party in connection with the Agreement and identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature. Each Party shall keep Confidential Information in strict confidence. However, any of the following types of information shall not be treated as Confidential Information.

- (1) Information that is publicly known or generally available to the public
- (2) Information that has become publicly known or generally available after the

- disclosure without any fault of the receiving party
- (3) Information that the receiving party has already owned before the disclosure
  - (4) Information that the receiving party has legitimately obtained from a third party without bearing any confidentiality obligation
  - (5) Information that is independently developed by the receiving party
2. Each party shall not disclose or divulge Confidential Information to any third party unless it obtains the prior written approval from the other party. However, each party may disclose Confidential Information to the extent required by Decree, provided making reasonable efforts to notify the other party of such fact.
  3. Each party shall use Confidential Information only for the purpose of the Agreement. Each party also must obtain the consent of the other party in order to use Confidential Information any other than the purpose of the Agreement.
  4. Upon expiration of the effective term of the Agreement or as otherwise requested by the other party, each party shall return to the other party all original(s) and copies of the materials including Confidential Information or destroy them, in accordance with the instruction from the other party.

#### **Article.22 Compliance about Subscriber Data**

The Subscriber shall comply with Decree in using or acquiring its Subscriber Data.

#### **Article.23 Rights of Subscriber Data**

1. The Rights of the Subscriber Data shall not be transferred to EMI by the Agreement.
2. EMI shall not use the Subscriber Data without the prior consent of the Subscriber During the period of the Agreement.
3. Regardless of the preceding item, EMI may use the Subscriber Data only for troubleshooting of the Service to the minimum extent necessary without the prior consent of the Subscriber and at no charge.

#### **Article.24 Management of Subscriber Data**

1. The Subscriber shall manage and preserve its Subscriber Data at its own expense and responsibility.
2. EMI shall not be obliged to manage and preserve the Subscriber Data.

#### **Article.25 Personal Information**

1. When handling personal information, EMI shall comply with Decree concerning personal information as well as EMI Privacy Policy.
2. The Subscriber shall represent and warrant about its compliance with Decree concerning personal information.
3. The Subscriber shall perform all procedures necessary for the compliance with Decree concerning personal information at its own expense and responsibility.
4. When providing the Service, EMI shall not handle personal information the Subscriber acquires or uses through the Service.

#### **Article.26 Intellectual Property Rights**

Intellectual Property Rights and other rights concerning the Service or EMI website belong to EMI or third parties granting the license to EMI. Nothing in the Terms transfers or assigns to the Subscriber any of Intellectual Property Rights and other rights concerning the Service or EMI website. The Subscriber may use Intellectual Property Rights and other rights concerning the Service or EMI website, only to the extent of using the Service.

#### **Article.27 EMI Cancellation**

If the Subscriber falls into any of the following cases, EMI may cancel the whole or part of the Agreement without any previous notice.

- (1) Receiving a petition from any third party for seizure, provisional seizure, auction, bankruptcy, special liquidation, civil rehabilitation proceedings or corporate reorganization proceedings
- (2) Filing a petition for bankruptcy proceedings, civil rehabilitation proceedings, special conciliation proceedings, special liquidation or start of corporate reorganization proceedings.
- (3) Dishonor of the Subscriber's negotiable instrument or check
- (4) Delinquency of taxes and duties
- (5) Receiving business suspension orders or equivalent thereto from the authorities
- (6) Dissolution, abolishment of its business, assignment of all or substantial part of its business to any third party, or being acquired by any third party
- (7) Perform acts in violation of Decree by itself or using any third party
- (8) Not responding over 30 days to contacts or notifications from EMI that the Subscriber must respond to
- (9) Violation of representation and warranties under the Agreement

(10)Causing critical damages to EMI or Related Companies

(11)Other cases that EMI deems continuation of the Agreement inappropriate

#### **Article.28 The Forfeiture of Benefit of Time**

If any debts to EMI remain at the time of the termination of the Agreement, the Subscriber shall naturally lose the benefit of deadlines for all the given debt and shall immediately pay EMI the debt in its entirety.

#### **Article29 Notification and Contact**

1. Inquiries or contacts from the Subscriber to EMI regarding the Service shall follow the EMI-prescribed methods.
2. Contacts or notifications from EMI to the Subscriber regarding the Service shall follow the EMI-prescribed methods (including, but not limited to, sending an e-mail to the Subscriber's e-mail address in the Application Form). Contacts or notifications from EMI to the Subscriber shall be deemed to be received when dispatched.
3. If the Subscriber has changed its contact information (including, but not limited to, e-mail address in the Application Form), the Subscriber shall notify EMI of its changed contact information without delay.

#### **Article.30 Resell**

The Subscriber shall not be permitted to resell the Service to third parties without the prior written consent of EMI and Related Companies.

#### **Article.31 Assignment**

1. The Subscriber may not assign, transfer, grant security interests in or otherwise dispose of its rights or obligations under the Terms and Agreement without the prior written consent of EMI.
2. In cases where EMI has assigned the business regarding the Service to a third party, EMI may, as part of such assignment, assign to such third party its status under the Agreement, its rights and obligations under the Terms, and Subscriber Data, and the Subscriber hereby agrees to such assignment in advance.

### **Article.32 Limitation of Liability**

1. EMI shall not be liable to the Subscriber, User or/and any third party for any losses or damages resulting from any of the following cases, unless such loss or damage is totally attributable to the intentional or grossly negligent acts of EMI.
  - (1) Termination of the Agreement
  - (2) Provision, suspension, termination or change of the Service
  - (3) Provision, suspension, termination or change of Developer Application
  - (4) Deletion of Subscriber Data
  - (5) Subscriber' s violation of the representations and warranties or obligations under the Agreement
  - (6) Reasons not attributable to EMI (including, but not limited to, Force Majeure)
  - (7) Other reasons equivalent to the preceding cases
2. Regardless of the preceding paragraph, if EMI is liable to the Subscriber, User or/and any third party for the loss or damage, the scope shall conform to the following items.
  - (1) The scope is limited to ordinary and direct loss or damage that occurs to the Subscriber, User or/and any third party. Any loss or damage arising from special circumstances (whether or not EMI foresees and whether or not foreseeable by EMI) is excluded. Indirect damages, consequential damages, and lost profits are also excluded.
  - (2) The compensation is up to the total amount of the Service Subscription Fee paid by the Subscriber during the preceding six months.

### **Article.33 Indemnification and Defense**

The Subscriber shall indemnify and hold harmless EMI or/and Related Companies in full from and against any losses or damages which arises out of any of the following cases.

- (1) If any losses or damages attributable to the Subscriber' s violation of the rights or benefits of third parties occur to EMI
- (2) If any losses or damages attributable to the Subscriber' s violation of the representations and warranties or obligations under the Agreement occur to EMI

### **Article.34 Exclusion of Antisocial Forces**

1. Each party represents and warrants that the party itself does not belong to or

participate in Antisocial Forces and that the party itself will not belong to or participate in Antisocial Forces in the future.

2. In the case where it is discovered that the other party belongs to or participates in Antisocial Forces, either party may terminate the Agreement without any prior notice to the other party and shall not be liable for compensating the other party for the damages.

#### **Article.35 Severability**

If any provisions of the Terms are held by a court of competent jurisdiction to be illegal or invalid, the remainder of these provisions hereof shall remain in effect.

#### **Article.36 Waiver**

No failure or delay by either party to exercise any right or remedy provided under the Agreement or by Decree shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **Article.37 Headings**

All headings referred to in the Terms are inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Terms.

#### **Article.38 Independent Contractors**

Nothing in the Agreement will be construed to imply a joint venture, partnership or principal-agent relationship between EMI and Subscriber, and neither party will have the right, power or authority to obligate or bind the other party in any manner whatsoever.

#### **Article.39 Applicable Language**

The applicable language of the Terms shall be English. Any translation version of the Terms shall be for convenience of reference only and shall have no legal effect. If there is any contradiction between the English language version and any translation version, then the English language version shall take precedence.



#### **Article.40 Governing Law and Dispute Resolution**

1. The Agreement and Terms shall be governed by and construed in accordance with the laws of Japan without regard to the principles of the conflict of laws thereof.
2. All disputes between EMI and Subscriber arising out of or in connection with the Agreement or Terms shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.
3. The place of the arbitration shall be Tokyo, Japan.
4. The arbitral proceedings shall be conducted in English.
5. The award of the arbitration shall be final and binding on both parties. Judgement on such award may be entered in any court having jurisdiction thereof.

#### **Article.41 Survival**

In the event that the Agreement expires or is terminated for any reason, the provisions of Articles 1 (Purpose and Applicability), 2 (Definitions), 3 (Changes of the Terms), 4 (Conclusion of the Agreement), 7 (Service Subscription Fee), 8 (Terms and Conditions of Developer Application), 24 (Management of Subscriber Data), 26 (Intellectual Property Rights), 31 (Assignment), 32 (Limitation of Liability), 33 (Indemnification and Defense), 35 (Severability), 36 (Waiver), 37 (Headings), 38 (Independent Contractors), 39 (Applicable Language), 40 (Governing Law and Dispute Resolution) and 41 (Survival) shall survive the termination of the Agreement.

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