

Multi -Sigma[®] Terms of Use

Chapter 1 (General)

Article 1. Purpose

These Multi -Sigma Terms and Conditions of Use (“Terms”) shall apply to the use of Multi -Sigma (“Services”) provided by AIZOTH Inc. (“AIZOTH”).

Article 2. Definition

For purpose of this Terms, the following terms shall have the following meanings:

- (1) **“Member”** means any entity, group, union or person who uses the Services in accordance with the Terms.
- (2) **“Users”** means any officers or employees of Member who have access to the Services. Member will nominate one or more Users within the range of the number specified in the Terms.
- (3) **“Website”** means the website operated by AIZOTH to provide the Services. The Services is provided to Members through Website or Software.
- (4) **“Software”** means an application software created and published by AIZOTH to provide the Services, and includes updated versions, modified versions, substitutes and duplicates.
- (5) **“Registration Information”** means information regarding Member as determined by AIZOTH, which is required to be registered as a prerequisite for using the Services.
- (6) **“Synchronization Services”** means cloud computing services operated by third parties via website or application software, which will be separately specified by AIZOTH.
- (7) **“Input Data”** means data to be entered by each Member into Synchronization Services for the use of the Services.
- (8) **“Synchronization Function”** means a function of the Services with which Input Data is to be acquired from the Synchronization Services and it to be imported to the Services automatically.
- (9) **“Synchronization Data”** means data to be automatically acquired from the Synchronization Services and imported to the Services.

- (10) **“Analysis Data”** means processed data of the Input Data to be obtained by Member by using the Services.
- (11) **“Member Data”** means Registration Information, Input Data, Synchronization Data and Analysis Data of Member.
- (12) **“Paid Service”** means the Services that is provided for Fee, including academic edition and regular edition of the Services.
- (13) **“Paid Member”** means a Member who chooses to use the Paid Service.
- (14) **“Trial Service”** means the Services that is provided without any charge to Member for a limited period.
- (15) **“Trial Member”** means a Member who chooses to use the Trial Service.

Chapter 2 the Terms

Article 3. Enrollment

3.1 A entity, group, union or person who wishes to use the Services shall apply for the use of the Services by registering Registration Information on the Website. Upon AIZOTH’s acceptance of such application, that entity, group, union or person shall be deemed as a Member and is authorized to use the Services. It shall be deemed that Member has agreed to Terms by applying for the use of the Service pursuant to this paragraph.

3.2 Member can use the Services from the date on which AIZOTH accepts the application by Member pursuant to the preceding paragraph ("Effective Date").

3.3 If a minor wishes to use the Services, consent of its legal representative is required. When a minor applies for a Member, it is assumed that the legal representative has consented to the use of the Services by such minor and has agreed to the Terms.

Article 4. Change of Terms

4.1 AIZOTH may make changes to the Terms and the related materials (the Privacy Policy and the Security White Paper) at any time without obtaining prior consent of Member.

4.2 If AIZOTH changes any part of the Terms and the related materials, AIZOTH will notify Members of the changes in accordance with the Terms. Changes to the Terms and the related materials will become effective when Member uses the Services after the effective date of the changes to the Terms and the related materials being specified in the notice by AIZOTH, provided however, that, if AIZOTH does not specify the effective date in the notice, the day on which the notice is provided is to be deemed as the effective date of the changes to the Terms and the related materials. If Member does not complete the cancellation procedure before the effective date specified

in the notice, it will be assumed that Member has agreed to the revised Terms and the related materials.

Article 5. Notice

5.1 All notices to Member in connection with the Services will be made by posting on this Website, sending e-mail to the e-mail address or sending documents to the home address registered as Registration Information, whichever we determine being appropriate.

5.2 In the case a notice is given by the former method specified in the preceding paragraph, the notice will take effect at the time such notice is posted on the Website, and in the case a notice is given by the latter method, the notice will take effect at the time of sending the e-mail/document by AIZOTH.

5.3 Inquiries about the Services and other contact or notification from Member to AIZOTH shall be made by the method specified by AIZOTH.

Article 6. Fee and Payments

6.1 In consideration of using the Services, Paid Members will pay AIZOTH the fee which AIZOTH determines for the Services ("Fee").

6.2 Unless otherwise agreed by between AIZOTH and Member, Paid Member shall pay the Fee by credit card payment by the date specified by AIZOTH. In no case, AIZOTH will refund the Fee which AIZOTH received.

6.3 Any communication expenses required to use the Services (including the communication fee incurred for downloading and using the Software), any communication equipment or others shall be prepared at Member's expense and responsibility, provided however that there is no guarantee that Website and Software will operate normally on the communication devices used by Member.

Article 7. Trial Service

7.1 We may present Trial Member additional terms for the use of the Services when they register for the Trial Service, which are incorporated into these Terms and are legally binding. This Article 7 supersedes any other provisions regarding access to and use of the Trial Service.

7.2 AIZOTH reserves the right to, without the prior notice or consent, shorten the period during which AIZOTH provide Member with Trial Service ("Trial Period") or earlier terminate providing Trial Service before expiration of the Trial Period.

7.3 Trial Service may not include all the features and functions of Paid Service. Member Data entered or acquired by Trial Member when using the Trial Service and settings made by or for the

Trial Member will be permanently lost (a) when Trial Member purchased Paid Service, or (b) when Trial Period is expired or terminated.

7.4 Notwithstanding any other provision of the Terms, Trial Service is provided to Trial Members without any guarantee, and AIZOTH shall not provide any express or implied guarantee in connection with the use of Trial Service by Trial Members. In addition, AIZOTH shall be exempt from any complaints, disputes, damages, etc. regarding the use of Trial Service by Trial Members.

Chapter 3 Notes on using Services

Article 8 Member ID

8.1 Member shall be responsible for keep their own ID and password which Member determines when applying for the Services (“Member ID”) in strict confidence.

8.2 Member shall, at their own risk, strictly keep its IDs and passwords which AIZOTH specify for each User (“User ID”) in strict confidence and have its Users keep their User ID strictly confidential. Member shall be responsible for all acts performed by Users regarding User ID.

8.3 Member shall not allow anyone other than its Users to use the Services.

8.4 Member shall make its Users comply with the Terms. Violation of the Terms by its Users is regarded as violation of the Terms by Member, and Member and Users shall be jointly and liable therefor.

Article 9. Change of Registration Information

Member shall promptly notify any change of Registration Information by the method specified by AIZOTH. AIZOTH shall not be liable for any damages incurred by Members due to failure to notify any change of Registration Information.

Article 10. Synchronization Function

10.1 Member hereby acknowledge that (i) Software has Synchronization Function, (ii) User ID, e-mail address or other Member Data is stored on Synchronization Services, and (iii) Synchronization Data shall be retrieved from Synchronization Services.

10.2 AIZOTH will make every reasonable effort to designate suitable Synchronization Services. However, it shall not mean that AIZOTH has any partnership with the providers of Synchronization Services. AIZOTH does not guarantee the accuracy and completeness of Synchronization Data acquired by Member using Synchronization Function. Member shall be liable for confirming the accuracy and completeness of the data acquired by using Synchronization Function.

10.3 Member shall settle at their own responsibility and expenses any dispute with the providers of Synchronization Services or a third party resulting from erroneous input of Registration Information or the use of Synchronization Function in the Services. Member shall indemnify AIZOTH from any and demands, loss, liability, claims or expenses (including attorney fees) made against AIZOTH by any third party due to or arising out of or in connection with your use of the Services.

10.4 Member hereby agrees that (i) it may not be able to use Synchronization Function and may not be able to obtain all or part of the Synchronization Data due to system malfunctions in Services or designated Synchronization Services or changes in communication equipment or others, (ii) all or part of Synchronization Data acquired by utilizing Synchronization Function may not be accurate and safe, or (iii) all or part of Synchronization Data obtained by using Synchronization Functions may not be correctly displayed in the Website.

Article 11. Member Data

11.1 Member shall be responsible for its provision or usage of Member Data in the Services. Members shall use Member Data after making changes, corrections, etc. as necessary in its own judgment and responsibility, and AIZOTH shall have no responsibility for the use of Member Data by Member and the result thereof.

11.2 Member shall record, store and manage all Member Data at its own risk.

11.3 Member shall perform backup work (including, but not limited to, the case of using the function of the Services provided by AIZOTH) at its own risk and responsibilities. AIZOTH shall not be liable for any damages or disadvantages to Members caused by failure in performing backup work or not performing backup work properly by Member.

11.4 Upon expiration of Member's usage period for the Service, Member shall be responsible for recording, saving, or deleting its own Member Data. 90 days after the expiration of Member's usage period for the Service, AIZOTH will delete Member's Input Data, Synchronization Data, and Analysis Data related to the Service. The backup data of such Input Data, Synchronization Data, and Analysis Data will be retained for 120 days after the expiration of the Member's usage period of the Service. Even after the expiration of the Service usage period, AIZOTH will retain the Member's Registration Information and manage and use it in accordance with the Terms until cancellation of the Member's membership pursuant to Article 20 or Article 21 hereunder.

11.5 Member other than Paid Member may understand that some Member Data may be automatically deleted after a certain period.

Article 12. Use of Member Data

12.1 AIZOTH shall have the right to use Member Data for the following purposes:

- (1) To provide and manage the Services,
- (2) To inform Members of the usage and operating status of the Services,

- (3) To improve and develop the Services,
- (4) To respond to inquiries by Member
- (5) To conduct a questionnaire survey,
- (6) To send notices about the Services and AIZOTH to Members,
- (7) For marketing and campaigns,
- (8) To create statistical data regarding the usage status of the Services, which has been processed into a format that cannot identify individuals or specific Users or Members, and
- (9) For other incidental/related items to the previous items.

12.2. AIZOTH will not disclose Member Data to a third party without prior consent of Member except the following cases:

- (1) When AIZOTH is required by operation of law, court order or rules of a public institution,
- (2) When it is necessary to protect the life, body or property of a person and it is difficult to obtain prior consent of Member,
- (3) When it is necessary to deposit Member Data with Synchronization Services provider for the purpose of providing the Services,
- (4) When depositing Member Data with payment system companies, credit companies, banks, etc. for the purpose of charging Fees to Paid Members, and
- (5) When it is necessary to disclose Member Data to a trustee, agent, etc. for the purpose of providing the Services or improving its function.

In addition, AIZOTH may disclose statistical data has been processed into a format with which a third party cannot identify individuals or specific Users or Members. AIZOTH shall have the right to announce the fact that the Member is using the Services.

Article 13 Prohibited acts

13.1 Member shall not perform the following acts in connection with the Services.

- (1) To make false declaration or statement to AIZOTH,
- (2) To use any information provided by AIZOTH hereunder (including without limitation to the Services, Website and Software) for purposes other than the use of the Services,
- (3) To infringe any property (including intellectual property rights), privacy, honor, credit, portrait or publicity rights, or any other right or interest of AIZOTH or a third party,

- (4) To infringe any rights or interests of AIZOTH or a third party other than those provided in the preceding paragraph,
- (5) To violate laws and regulations or conduct any acts that are or may be offensive to public order and morals,
- (6) To use the Services for a third party (including without limitation to using it under the commission of a third party and using it at its own discretion for contract work for a third party),
- (7) To make a third party to use Member ID, User ID or ID for Synchronization Services or to disclose to a third party or publish Member ID, user ID or ID for Synchronization Services,
- (8) To make unauthorized use or acquisition of a third party's Member ID, User ID, ID for Synchronization Services, or other acts by Member or User pretending to be a third party and using the Services,
- (9) To use or transmit harmful or potentially harmful programs such as computer viruses, and
- (10) To conduct any acts that AIZOTH deems to be an obstacle for conducting its business, implementation of the Services, running the communication facilities of AIZOTH, etc., such as unauthorized access to the Services.

Chapter 4 Software

Article 14. License

AIZOTH hereby grant Member a non-exclusive license to use Software for their own business. Members shall make its Users to comply with the Terms for the use of Software.

Article 15. Prohibitions related to Software

15.1 Member shall not perform the following acts when using Software;

- (1) Unauthorized use of Software,
- (2) Copying, translating, adapting or modification of Software,
- (3) Selling, distributing, sub-licensing, publicly transmitting (including enabling transmission), lending, transferring, leasing or otherwise disposing of Software,
- (4) Transferring, reselling, granting a license or sublicensing the right to use Software,
- (5) Using in a way that avoids technical protection function such as copy guard embedded to Software,
- (6) Reverse engineering, decompiling or disassembling all or any part of Software, or extract the source code by any other method,

- (7) Disclosing, providing, or leaking information to a third party regarding the code, structure, organization, etc. of Software, or any information regarding the licensee conditions,
- (8) Publishing Software for others to copy,
- (9) Developing a similar service or software with reference to Software or assisting such development, and
- (10) other acts that AIZOTH deems inappropriate in view of the purpose of using Software.

Article 16. Use Restrictions

16.1 In the cases specified in the following items, the use of Software by Users may be partially or wholly restricted.

- (1) When AIZOTH cannot confirm the usage qualifications of Users, etc. in the license authentication and user ID authentication functions,
- (2) When Users use Software in a place where you cannot connect to the Internet, and
- (3) When Users use Software in a situation where real-time communication is not available.

16.2 AIZOTH is not obligated to provide any support regarding Software and to provide modified versions (including updated versions) thereof. In addition, Software may be corrected, changed, updated, or the offer may be terminated without notifying Users in advance.

Chapter 5 Suspension, Modification and Termination of Services

Article 17. Suspension of Services

17.1 In the cases specified in the following items, AIZOTH may suspend any part or all of the Services without notifying Members in advance.

- (1) When a failure occurs in the system, equipment, etc. or maintenance or construction is required for providing the Services,
- (2) When it becomes difficult to provide the Services due to the actions of a third party, such as the telecommunications carrier stopping the provision of telecommunications services,
- (3) If the provision of the Services becomes difficult or may become difficult due to the occurrence of an emergency (natural disaster, war, terrorism, riot, mayhem, government disposition, labor dispute, etc.),
- (4) When the Synchronization Services becomes unavailable due to the conditions of the Synchronization Services,

(5) When it becomes difficult to provide the Services due to legal restrictions, administrative orders, and

(6) When AIZOTH judges that it is unavoidable for other reasons that cannot be attributed to it.

17.2 AIZOTH shall not be liable for any damages and disadvantages caused to Member and third parties due to the suspension of the Services pursuant to the preceding paragraph.

Article 18. Changes to the Services

18.1 AIZOTH may add or change some content of the Services at its sole discretion. AIZOTH do not guarantee that all functions and performances of the Services will be maintained after adding or changing the Services under this paragraph.

18.2 AIZOTH shall not be liable for any damages or disadvantages caused to Member by adding or changing the Services pursuant to the preceding paragraph.

Article 19 Discontinuation and Termination of Services

19.1 AIZOTH shall have the right to discontinue or terminate providing any part or all of the Services at its sole discretion with advance notice to Members, provided however that, AIZOTH may implement any minor cancellation or termination without giving any notice to Members.

19.2 AIZOTH shall not be liable for any damages or disadvantages which Member suffers due to the discontinuation or termination of the Services pursuant to the preceding paragraph.

Chapter 6 Cancellation

Article 20. Cancellation of the membership by Member

20.1 When Member wishes to cancel the Services, Member shall follow the cancellation procedure specified by AIZOTH, and upon the completion of the cancellation procedure, the membership of the Services by Member shall be cancelled, in which case, Member is responsible for confirming the cancellation notice from AIZOTH.

20.2 Even if Member cancels the Services in accordance with the preceding paragraph, AIZOTH will not refund Fees which AIZOTH already received.

20.3 Upon cancellation of the Services by a Member pursuant to paragraph 20.1 herein above, Member shall be responsible for recording, storing and deleting its own Member Data. AIZOTH shall immediately delete such Member's Member Data. Provided, however, that the backup data of such Member's Member Data shall be maintained for 30 days after cancellation.

20.4 Ever after cancellation by Member, Article 12, Article 13, Article 15, Article 22, Article 23, Article 24, Article 25, Article 26 shall survive for an indefinite period.

Article 21. Cancellation of the membership by AIZOTH

21.1 In the event that Member falls under any of the following items, AIZOTH will cancel such Member's membership for the Services without giving any notice to Member and will stop providing the Services to Member.

- (1) When Member breaches any provision of the Terms,
- (2) If all or part of Registration Information provided by Member is false, not accurate or missing,
- (3) If Member is a person with limited acting ability, or if Member becomes a person with limited acting ability, if Member does not submit a consent form or a confirmation letter with a legal representative's signature or stamp even after a lapse of a considerable period after the notification by AIZOTH,
- (4) If AIZOTH reasonably judges that Member is an antisocial force (gangsters, gangsters, right-wing organizations, antisocial forces, gang members, members of the general assembly, social movements, etc., special intelligence violence groups, and others. The same shall apply hereinafter), or cooperate with or involve in the maintenance, operation, or management of antisocial forces through funding, or any interaction or involvement with antisocial forces or Member was so during the past five (5) years,
- (5) When the use of the credit card designated by Member or the payment account is suspended by credit card companies or replacement agencies,
- (6) If there is a petition for provisional seizure, seizure, auction, bankruptcy proceedings, company reorganization proceedings, civil rehabilitation proceedings, etc., for Member is filed or if Member have been delinquent in taxes and public dues,
- (7) If it is found that Member has been withdrawn from the Services in the past,
- (8) When Member is unable to be contacted for more than ninety (90) days,
- (9) When AIZOTH reasonably judges Member as being not suitable as a Member,

21.2 Even if AIZOTH cancel Member's membership in accordance with the preceding paragraph, AIZOTH will not refund the Fee that AIZOTH have already received, and will not be liable for any damages or disadvantages caused to the Member or a third party.

21.3 If AIZOTH cancel Member's membership in accordance with paragraph 21.1 herein above, AIZOTH shall immediately delete such Member's Member Data. Provided, however, that the backup data of such Member's Member Data shall be maintained for 30 days after cancellation.

21.4 Ever after termination by AIZOTH, Article 12, Article 13, Article 15 , Article 22 , Article 23 , Article 24 , Article 25 and Article 26 shall remain valid for an indefinite period.

Chapter 7 General Provisions

Article 22. Warranty

22.1 AIZOTH will make every reasonable effort to ensure that the Services operates in the recommended environment. However, AIZOTH will not guarantee, the accuracy, validity, completeness, effectiveness, usefulness, adequacy, safety, merchantability, fitness for a particular purpose of the Services and/or Member Data, and will not guarantee that the provision of the Services or the use of the Services and/or the Member Data by Member will not infringe intellectual property rights of a third party.

22.2 Member hereby agrees that (i) all or part of Analysis Data may possibly be displayed incorrectly, provided belatedly or interrupted or omitted due to malfunction of the system in the Services or the Synchronization Services, by accident or other circumstances such as communication facilities, and (ii) using conditions of the Services as of the date of first use of the Services by Member is not to be permanently maintained. In addition, if there is an error or insufficiency in Registered Information of Member or the contents of Input Data or providing or disclosing Registration Information or Input Data by Member is delayed, Member shall be liable for any damages or any disputes caused therefrom and shall indemnify, defend, and hold harmless AIZOTH against any losses resulting therefrom

22.3 Member hereby represents and warrants to AIZOTH that (i) Member has full right, power and authority to use and provide Input Data into Synchronization Services and utilize Member Data, and (ii) the use and the provision of Input Data into Synchronization Services and utilizing Member Data does not constitute violation of laws or contracts with third parties.

22.4 AIZOTH does not provide Members with advice or consulting services regarding the Member's business or products through the Services.

22.5 AIZOTH may entrust to third parties any part or all of the work related to providing the Services hereunder.

Article 23. Intellectual Property Rights

Any and all intellectual property rights such as copyrights, moral rights, patent rights, utility model rights, design rights, trademark rights and publicity rights related to the Services (except those related to Member Data) are owned by AIZOTH or any third party owners. Using the Services under the Terms does not mean granting a license to use the intellectual property rights for the purpose other than

Article 24. Limitation of Liability

24.1 AIZOTH will not be liable for any direct, indirect, consequential, incidental, exemplary, punitive, statutory or special damages, including lost profits, suffered by Member or any claims by third parties, except for willful misconduct or gross negligence by AIZOTH, in which case AIZOTH will compensate direct damages which Member suffered up to the amount equal to the rates for one month of Fees.

24.2 Member shall be liable for all losses and damages caused to AIZOTH by violating the Terms or the use of the Services by Member.

24.3 Except as provided in paragraph 1 of this Article, if a dispute or lawsuit arises between a member and a third party regarding the use or non-use of the Services or Member Data by Member, Member shall settle such dispute at its own responsibilities and expenses, and shall indemnify, defend, and hold harmless AIZOTH arising out of or resulting from such disputes.

Article 25. Non-Assignment

Members shall not assign or otherwise transfer its rights or its obligations under the Terms to a third party (including any merger, consolidation or reorganization involving a Member) without AIZOTH' prior consent.

Article 26. Governing Law, Jurisdiction

26.1 This Terms shall be governed by the laws of Japan, without reference to conflict of laws principals.

26.2 The Tokyo District Court shall be the exclusive venue for any dispute between Member and AIZOTH regarding the Terms.

Enacted on October 2nd, 2020

Revised on December 1st, 2023

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