

Terms of Service of FUJIFILM Pressure Analysis Cloud (for overseas users)

1. Application of these Terms

(1) These Terms shall apply to any entity or individual that has submitted an application to Fujifilm Corporation ("Fujifilm") for use of the Service (as defined in Article 2) upon consent to these Terms, and Fujifilm has accepted such application ("Application") and agreed to provide the Service with such entity or individual. Then, You shall be deemed to have consented to all terms and conditions set out in these Terms at the time of Your commencement of use of the Service.

(2) In the event that any special provisions for these Terms are established, such special provisions shall supersede the provisions of these Terms.

2. Services to be provided

The "Service" provided by Fujifilm under these Terms shall mean the cloud service for storing and viewing analysis result data (analysis images, pressure values, etc.) obtained by Fujifilm's mobile application of pressure distribution mapping system application "FUJIFILM Prescale Mobile" ("Prescale Mobile"). The name of the Service is "FUJIFILM Pressure Analysis Cloud", and the details of the contents of the Service are described in the following document and on the website of Fujifilm Group's local subsidiary with jurisdiction over Your region ("Our Local Subsidiary"), where the product description of the Service is posted (these details are subject to change).

- FUJIFILM Pressure Analysis Cloud Service Operation Standards

3. License

Fujifilm grants You a non-exclusive license to use the Service only in the country you designated as the country where You use the Service prior the start of using the same conditions stipulated in these Terms (the "License"). The term of the License shall be the term of these Terms.

4. Calculation of the month of this Service

The starting date of the monthly period for the Service shall be the 1st of the month, and the period ending on the last day of the month.

5. Service Commencement Date and Period

(1) The Service is provided as an additional service to customers using the Prescale Mobile. Therefore, use of the Service is contingent upon use of the Prescale Mobile (perpetual or one-year version).

(2) If You wish to use the Services shall submit an application for use via the website of Our Local Subsidiary. Fujifilm shall confirm Your application and send an email to Your email address with the registration completion notice with Your Account Information (as defined in Section 7 (1)). You shall be able to use the Service from the date ("Start of Use Date") that Fujifilm sends such notice by email.

6. Term of these Terms

These Terms shall be effective from Your Start of Use Date until the earlier of (i) the termination of the license from Fujifilm pertaining to Your use of the Prescale Mobile, (ii) Your termination of use of the Service pursuant to Article 17, or (iii) Fujifilm's termination or discontinuation of Your use of the Service pursuant to these Terms. However, You may terminate these Terms or the License upon request to Fujifilm. Storage period of the data stored by You is subject to Article 15.

7. Management of Account Information

(1) You shall be responsible for the management and use of Your login ID, password, and other information regarding to use of the Service ("Account Information") granted to You based on Your application, and You shall agree that any use of the Service by a third party using Your Account Information shall be deemed to be Your own use, and You shall bear all responsibilities related to such use.

(2) You shall not transfer Your Account Information to any third party, and shall not sell, trade, change the name of, or pledge Your Account Information.

(3) If You acknowledge that Your Account Information has been misused by a third party, You shall immediately notify Fujifilm of such misuse.

(4) Fujifilm will not disclose Your Account Information to any third party (excluding Our Local Subsidiary), however, provided that this does not apply if any of the following cases applies.

(i) When disclosure is requested by a competent government agency or judicial body or in accordance with the law.

(ii) When any of the items of Section 9 (1) applies.

(5) If You lose Your Account Information due to loss or other reason, Fujifilm will provide You with new Account Information, but the Account Information that has been lost and any registered data associated with such Account Information shall not be recovered. You shall agree that Fujifilm shall not be liable for any unrecoverable data in the event that Your Account Information has been lost.

8. Restrictions on Use

(1) The use of the Service shall be subject to limitations on the capacity and functions available within the scope of Your application, then You shall use the Service in accordance with such limitations.

(2) In order to provide stable services to all customers, Fujifilm may request suspension of use of the Service and corrective action from any customer who is overloading or may overload the system or equipment for the Service.

9. Prohibited items

(1) In using the Service, You shall not do any of the following;

(i) Making false statements of fact when applying to use the Service.

- (ii) Infringe Fujifilm's or any third party's copyrights or other intellectual property rights, portrait rights, or other rights.
 - (iii) Any act that may interfere with the operation of the Service by Fujifilm.
 - (iv) Other acts that are offensive to public order and morals, or that violate laws, regulations, or ordinances.
 - (v) Transferring the right to use the Service to a third party without approval of Fujifilm.
- (2) If Fujifilm determines that any data sent from Your account to the servers of the Service falls under any of the items of the preceding Section 9 (1), Fujifilm may suspend or terminate Your use of the Service without any notice to You.

10. Suspension and discontinuance of the Service

- (1) Fujifilm may suspend all or part of the Service without prior notice to You for any of the following reasons;
- (i) When it is unavoidable for the maintenance or construction of the system or equipment for the Service.
 - (ii) When it is difficult to provide the Service due to force majeure such as fire, power outage, natural disaster, etc.
 - (iii) When there is a malfunction of the telecommunication line, etc.
 - (iv) When Fujifilm deems it impossible to provide the Service due to war, disturbance, riot, civil commotion, labor dispute, etc.
 - (v) Fujifilm deems it necessary to suspend the Service for operational or technical reasons.
- (2) If Fujifilm suspends the Service pursuant to the preceding Section 10 (1), Fujifilm will notify You to that effect by email or on its website. However, this shall not apply in cases where Fujifilm deems such suspension to be urgent and unavoidable.
- (3) In the event that the situation described in Section 10 (1) does not improve over time, if Fujifilm deems it necessary to discontinue the Service for operational or technical reasons, or if Fujifilm deems it difficult to provide the Service due to unforeseen circumstances, Fujifilm may discontinue all or part of the Service with prior notice to You by email or on its website.
- (4) Fujifilm may, at its discretion, suspend or discontinue all or part of the Service, for any reason, by giving You 60 days' prior notice via email, website, or in writing.

11. Transfer of the Service

Fujifilm may assign its position as operator of the Service and its rights and obligations under these Terms by giving prior notice to You. You shall agree in advance that Fujifilm may disclose and provide to any transferee of the Service Your registration information (including information that You have registered with Prescale Mobile) and any other information necessary for the continued provision of the Service to You.

12. Protection of communication history

(1) Fujifilm shall keep confidential the data and access logs recorded on the server and the number of accesses to the Service by You ("Communication History") in the course of Your use of the Service, and shall not use Your Communication History for any purpose other than for administrative work required in the course of providing the Service to customers.

(2) Notwithstanding the preceding Section 12 (1), Fujifilm may statistically analyze and process the access logs of the Communication History and use the results of such analysis and processing for purposes other than the provision of the Service to customers, including providing them to third parties, provided that specific customers cannot be identified.

13. Disclaimer

(1) You shall be solely responsible for Your legal liability as a sender arising out of or in connection with the transmission of data to the servers of the Service, and the rights and obligations of Fujifilm under these Terms shall in no way affect Fujifilm's legal status, which shall not in any way be construed to make Fujifilm such sender.

(2) Fujifilm shall not be liable for any trouble with to a third party or damages arising out of or in connection with any of the following events, and You shall bear all costs and liabilities thereof.

(i) Data communications made by Your using the Service.

(ii) Virus infection through data communication by Your using the Service.

(iii) Any phenomena caused by interference by a third party with Fujifilm's computer system for providing the Service, which is not attributable to Fujifilm.

(iv) Malfunctions in the use of the Service caused by congestion at the time of use of the Service, congestion of communication lines, or other circumstances.

(v) Failure in the provision of the Service due to a natural disaster, fire, disturbance or other force majeure, failure of telecommunication lines of telecommunication carriers or internet providers, or other causes not attributable to Fujifilm.

(vi) Security of Your data stored in the Service that exceeds the measures taken by Fujifilm's backup operations.

(3) Fujifilm's liability to You in connection with Your use of or inability to use the Service shall be limited to those expressly set forth in these Terms, and Fujifilm shall have no other liability to You.

14. Handling of stored data

(1) You shall be responsible for managing the data uploaded by You after logging in the Service.

(2) Fujifilm may view and verify the data uploaded by You in the following cases, and may also disclose the data to third parties as indicated in parentheses in each item.

(i) When disclosure is requested by a competent government agency or in accordance with the law (such relevant government agency, etc.)

(ii) When necessary to provide optional services including data analysis services (Fujifilm's affiliated

companies and contractors)

(iii) When it becomes necessary to system administration of the Service or maintenance of use of the Service in accordance with these Terms (Fujifilm's affiliated companies and contractors)

(iv) When it becomes necessary to analyze the use of the Service or to study the improvement of its functions (Fujifilm's affiliated companies and contractors)

(v) Cases falling under any of the items of Section 8 (1)

(3) Your uploaded data shall be deleted after the following storage period has elapsed and Fujifilm shall not be liable for any deleted data.

15. Storage period

The storage period of data stored by You in the cloud of the Service shall be as follows;

(i) If You are using the Prescale Mobile (perpetual version): Until one year has passed from the date of Your last use of the Service (the date on which the data was registered or viewed).

(ii) If You are using Prescale Mobile (one-year version): Until the termination of Your license of using Prescale Mobile (one-year version).

16. Notification

Notices from Fujifilm to You shall in principle be sent by email to the email address registered by You. Unless otherwise agreed between Fujifilm and You, any notice from Fujifilm to You shall be deemed to have reached You when Fujifilm sends the notice to You by email. Any notice of intent that results in a change (occurrence, modification, or termination) in the terms of use of the Service between Fujifilm and You, such as a notice of intent to terminate use of the Service, shall be deemed to be effective when it reaches You.

17. Termination of use of the Service by You

You may terminate Your use of the Service at the end of the month by completing the termination procedures on the website by the 20th of the month, provided that there are no deficiencies in the procedures. If the procedure is completed on or after the 21st of the month, the service shall be terminated at the end of the following month.

18. Cancellation of use of the Service from Fujifilm

(1) Fujifilm may terminate Your use of the Service immediately upon notice to You if You fall under any of the following items. However, this shall not prevent Fujifilm from seeking damages from You.

(i) If You violate these Terms and the violation is not corrected within fifteen (15) days after Fujifilm's notice to You to correct the violation.

(ii) You have materially breached these Terms (including cases where Fujifilm deems that You have fallen under any of the items of Section 9 (1)) and Fujifilm deems it unlikely or impossible for You to remedy the

situation.

(iii) When a petition for provisional seizure, attachment, provisional disposition, compulsory execution, disposition for delinquency, or auction, etc. is filed against You.

(iv) When a petition for bankruptcy, rehabilitation proceedings, corporate reorganization, etc. is filed against You, or when You files the petition Yourself.

(v) When a bill drawn by You is dishonored.

(vi) When Fujifilm recognizes that there has been a material change in Your credit, assets, business, etc.

(vii) When there is gross negligence or breach of trust on the part of You.

(2) If You falls under any of the items of the preceding Section, Fujifilm shall have the right to accelerate all of Your obligations under these Terms and demand that You immediately repay in cash the entire amount of the monetary obligation held by You to Fujifilm.

19. Changes to the Service

Fujifilm reserves the right to change the terms and conditions of the Service, including the content of the Service, by giving prior notice to You.

20. Revision of these Terms

Fujifilm may revise these Terms at its discretion as Fujifilm deems necessary, and You shall agree to such revisions in advance. If Fujifilm revises these Terms, Fujifilm shall notify You in advance of such revision.

21. Purpose of use and protection of Your information

(1) Fujifilm shall use the information You register and provide to Fujifilm under using the Service and Prescale Mobile (name, title, affiliation, email address, etc.) for the following purposes;

(i) Initial setup work that needs to be performed in order to provide the Service to You

(ii) Fujifilm's administrative work required in the process of providing the Service to customers

(iii) Support services for the Service

(iv) Surveys to improve the content of the Service and information from Fujifilm on services related to the Service

(2) Fujifilm shall not disclose Your information to any third party (excluding Our Local Subsidiary) except in the following cases;

(i) When disclosure is requested by a competent government agency or in accordance with the law.

(ii) When Section 9 (1) applies.

(3) Fujifilm's Privacy Policy and Personal Information Protection Policy are as posted on the Fujifilm's website, and You are deemed to have read and agreed to them before using the Service.

22. Change of customer information

You shall agree to promptly update any changes in the information you have registered to use the Services

and Prescale Mobile, and agree that Fujifilm shall not be liable to You in any way for any disadvantages or problems for the Your use of the Prescale Mobile or the Service that may result from Your failure to update Your information.

23. Rights regarding the Service

- (1) Fujifilm shall retain ownership and copyright of the computer system and software used for the Service.
- (2) All ownership, copyrights, and moral rights to the data registered into the Service by You shall, in principle, belong to You.

24. Confidentiality

- (1) You shall not divulge or disclose to any third party or use by itself for any purpose other than the use of the Service any technical information of Fujifilm obtained in the course of using the Services.
- (2) You shall take appropriate measures to prevent its officers, employees, etc. from using Fujifilm's technical information for their own unauthorized purposes or divulging or disclosing it to third parties.

25. Exclusion of Antisocial Forces

- (1) You and Fujifilm represent and warrant that neither You nor Fujifilm now or in the future will fall into any of the following categories or commit any of the following acts;
 - (i) The Party is an organized crime group, a member of an organized crime group, a quasi-organized member of an organized crime group, a company related to an organized crime group, a corporate racketeer (*soukaiya*), a social advocacy group, a special intelligence group, or any other person equivalent thereto (hereinafter referred to as an "Anti-social Forces").
 - (ii) An officer of the Party or a person substantially involved in the management of the Party is Anti-social Forces.
 - (iii) A person controlling decisions on its financial or business policies is Anti-social Forces.
 - (iv) Unjustly using Anti-social Forces, such as for the purpose of seeking unjust profits for oneself or a third party, or for the purpose of inflicting damage on a third party.
 - (v) Providing funds or benefits to Anti-social Forces with the knowledge that such activities will promote the activities of Anti-social Forces.
 - (vi) A person who is an officer or substantially involved in the management of the Party has a socially reprehensible relationship with Anti-social Forces.
 - (vii) Making unreasonable demands using violence, force, threatening language, or fraudulent methods, either by oneself or by a third party.
- (2) Fujifilm may terminate the provision of the Service without any notice or demand if You violates the preceding Section 24 (1).
- (3) Fujifilm shall not be obligated to pay any compensation or indemnify You for any loss or damage incurred by You as a result of the termination of the Service pursuant to the preceding Section 24 (2).

26. Faithfulness and integrity

Any matter not set forth in these Terms or any question arising from their interpretation shall be settled through consultation between You and Fujifilm in accordance with the principle of good faith.

27. Governing law and court of jurisdiction

(1) These Terms shall be governed by and interpreted in accordance with the laws of Japan.

(2) If any dispute arises between You and Fujifilm in connection with these Terms or use of the Service, the Tokyo District Court shall be the court of first instance having exclusive jurisdiction over such dispute.

28. Supplementary provisions

In order to provide the Service, Fujifilm's authorized sales agents may conduct sales activities. In such cases, the sales agent may be responsible for all or part of the procedures up to the commencement of use of the Service, as well as Article 16 (Notification), Article 17 (Termination of use of the Service by You), Article 22 (Change of customer information), and notifications other than those described in Article 14 (Notification). For the avoidance of doubt, such distributor shall not be an agent of Fujifilm.

Establishment/implementation 6th June 2024

Service Operation Standards

The Service is provided from 9:00 to 17:40 weekdays Japan time.

Japanese national holidays and 12/28 - 1/3 are excluded from weekdays.

Temporary maintenance may be performed when upgrading software or hardware to improve service levels.

This service is not available during maintenance hours.

Please note that this Service Operational Standards may change in accordance with service specification changes or service enhancements.