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In case of any discrepancies between the Japanese version and other versions, the Japanese version shall prevail and supersede.

GLASIAOUS

## **Service Level Agreement (SLA)**

Ver7.0

Business Engineering Corporation

## Contents

### **1. INTRODUCTION**

- 1.1. SUMMARY
- 1.2. REVISION

### **2. AVAILABILITY**

- 2.1. ACCESSIBLE HOURS AND SUPPORT HOURS
- 2.2. NOTICE OF PROGRAM SUSPENSION PLAN
- 2.3. NOTICE OF EMERGENCY SUSPENSION
- 2.4. OPERATING RATES OF THE SERVICES
- 2.5. UPGRADING POLICY

### **3. RELIABILITY**

- 3.1. AVERAGE RECOVERY TIME
- 3.2. SYSTEM MONITORING CRITERIA
- 3.3. FAILURE NOTICE PROCESS
- 3.4. LOG DATA ACCESS

### **4. REGULATIONS**

- 4.1. DATA AMOUNT LIMIT
- 4.2. OTHER REGULATIVE FACTORS ON DATA PROCESSING FEATURES

### **5. EXTENSIBILITY (EXTERNAL CONNECTIVITY)**

### **6. DELIVERY OF FREE SOFTWARE**

### **7. SUPPORT**

- 7.1. Q&A, CONSULTATION AND TROUBLE SHOOTING
- 7.2. ERROR INVESTIGATION AND FIXING
- 7.3. VERSION UPGRADES AND UPDATES
- 7.4. SUPPORT HOURS AND CONTACTS

### **8. DATA MANAGEMENT**

- 8.1. BACKUP POLICY
- 8.2. RETENTION OF BACKUP DATA

### **9. SERVICE REVISION, ADDITION, SUSPENSION AND ABOLITION**

### **10. SECURITY**

- 10.1. CLOUD INFORMATION SECURITY AND PERSONAL INFORMATION MANAGEMENT INITIATIVES
- 10.2. INFORMATION ACCESS REGULATION
- 10.3. COMMUNICATION ENCRYPTION LEVEL
- 10.4. ANTIVIRUS MEASURES
- 10.5. APPLICATION OF SECURITY PATCH

## **11. EMERGENCY RESPONSE**

## **12. THIRD-PARTY CERTIFICATION INITIATIVES**

- 12.1. REQUIREMENTS FOR ACQUISITION OF PUBLIC CERTIFICATION

## **13. THE THIRD PARTY CLOUD SERVICES**

- 13.1. MICROSOFT AZURE
- 13.2. AMAZON WEB SERVICES
- 13.3. GOOGLE CLOUD PLATFORM

## **14. THE THIRD PARTY SOFTWARE**

## **15. WEB-API SERVICE**

## **16. LANGUAGE**

## 1. Introduction

### 1. 1. Summary

This GLASIAOUS Service Level Agreement (hereinafter the “SLA”) sets forth the details and standards for GLASIAOUS basic services and additional services (hereinafter collectively the “Services”) provided by Business Engineering Corporation (hereinafter “B-EN-G”).

SLA shall equally apply to any corporations which receive the Services (hereinafter “END-USER”). In case SLA is contradictory and/or inconsistent with the Service Purchase Agreement (hereinafter the “Service Agreement”) between END-USER and B-EN-G or its Partner, or with GLASIAOUS Service Terms (hereinafter the “Service Terms”) which is uploaded to GLASIAOUS User Site specified by B-EN-G, ①SLA prevails ②Service Terms, which is given higher priority to ③Service Agreement. In addition, unless otherwise specified in the SLA, the Service Terms used herein shall have the same definitions as those used in the Service Agreement and the Service Terms.

### 1. 2. Revision

The SLA may be revised without any prior notice by B-EN-G.

B-EN-G will immediately disclose the revision in the SLA to END-USER.

## 2. Availability

### 2. 1. Accessible Hours and Support Hours

END-USER may access the Services 24 hours a day except for during the Program Suspension specified in 2.2 and the emergency suspension specified in 2.3 (hereinafter the “Accessible Hours”). The hours in which the support services specified in 7.1 and 7.2 are available (hereinafter the “Support Hours”) are specified in 7.4.

### 2. 2. Notice of Program Suspension Plan

Notwithstanding the provision of the Service Terms, B-EN-G may suspend the Services during the Support Hours for regular maintenance or upgrading operation (hereinafter “Program Suspension”). In principle, B-EN-G will inform END-USER of the Program Suspension via contact persons END-USER designates (hereinafter “Contact Persons”) by e-mail or through the Services no later than 48 hours prior to Program Suspension. The notice for Program Suspension outside the Support Hours will be given to END-USER no later than 24 hours to Program Suspension.

### 2. 3. Notice of Emergency Suspension

B-EN-G may suspend all or part of the Services without prior notice to END-USER in emergent situations ((hereinafter “Emergency Suspension), for which B-EN-G shall not be responsible. In case of Emergency Suspension during the Support Hours, B-EN-G will immediately inform END-USER of the expected time which the Services are suspended.

### 2. 4. Operating Rates of the Services

B-EN-G will make commercially reasonable efforts so that the annual operating rate during the Support Hours (calculated by dividing “the total hours of the Accessible Hours in an year minus the total hours in which the Services become unavailable due to the cause attributable to B-EN-G in the year” by “the total hours of the Accessible Hours in the year”) is equal to or over 99.5%. “The total hours in which the Services become unavailable due to the cause attributable to B-EN-G” do NOT include the hours in which the Services become unavailable (1) due to any causes not attributable to B-EN-G (including, but not limited to, failure or fault in the third party cloud services or in END-USER’s equipment), (2) due to the Program Suspension specified in 2.2, (3) due to the Emergency Suspension specified in 2.3 and (4) due to the suspension of the Services based on 9. The starting point of “the total hours in which the Services become unavailable due to the cause attributable to B-EN-G” means the point when B-EN-G informs END-USER that B-EN-G has confirmed the unavailability of the Services due to the reason attributable to B-EN-G. B-EN-G shall not guarantee the achievement of the above operating rate, and B-EN-G is responsible only to the extent set forth in the Service Terms.

### 2. 5. Upgrading Policy

B-EN-G will maintain or upgrade the server OS or middleware (including, but not limited to, OS patch application) as deemed necessary by B-EN-G. B-EN-G will perform maintenance (version upgrades and debug) or upgrades on the Services only if deemed necessary by B-EN-G. B-EN-G will give prior notice to Contact Persons by e-mail or through the Services before maintenance or upgrades.

## 3. RELIABILITY

### 3. 1. Average Recovery Time

B-EN-G will make commercially reasonable efforts to complete recovery of the Services within eight (8) hours from occurrence of failure and identification of the problem of the Services.

### 3. 2. System Monitoring Criteria

B-EN-G, during the Support Hours, will monitor the Services and check network connectivity with specialized system monitoring tool.

### 3.3. Failure Notice Process

In case B-EN-G detects any system failure, B-EN-G will inform END-USER by e-mail to Contact Persons or through the Services.

### 3.4. Log Data Access

B-EN-G may acquire and analyze the following log data.

Log Title	Available Information	Retention Period
Server event log	Event logs in any systems or applications	One (1) month
Database operational log	Records of log-in failure, maintenance or any other operational logs	One (1) month

## 4. Regulations

### 4.1. Data Amount Limit

The following specifies the upper limit of data usage per location in the Services. In case the data usage exceeds the upper limit, B-EN-G may charge additional fees to END-USER.

Item	Upper Limit
Database Capacity	10GB

### 4.2. Other Regulative Factors on Data Processing Features

The rate (data quantities/time) at which each feature can be processed may be limited by specifications of the hardware/software (including, but not limited to, OS and/or applications) constituting the Services. B-EN-G shall not guarantee that the data END-USER tries to process in each feature are processed as END-USER expects.

## 5. Extensibility (External Connectivity)

END-USER may connect, by Excel files, the Services to END-USER's existing internal systems or other external systems including SaaS, separately installed by END-USER through any third party, provided that END-USER shall make these connections at END-USER's own expense and responsibly. B-EN-G shall not be responsible for any problem that may occur in the Services or systems resulting from these connections.

## 6. Delivery of Free Software

B-EN-G may provide free software through the Services, in which case B-EN-G will provide END-USER Service Terms of use and other information through the Services. Notwithstanding such information

provided therein, B-EN-G shall not be responsible for ensuring the performance of the free software.

## 7. Support

### 7.1. Q&A, Consultation and Trouble Shooting

B-EN-G, in response to contacts from END-USER, will answer the questions, provide consultation service and handle troubleshooting concerning the Services. Regarding to the operating environment, B-EN-G, on behalf of END-USER, will request any third party who provides the cloud services (hereinafter the “Third Party Provider”) to answer questions, provide consultation service and handle troubleshooting, within the Services. B-EN-G shall not be responsible for the Third Party Provider’s response.

### 7.2. Error Investigation and Fixing

B-EN-G, in response to contacts from END-USER, will investigate the causes of errors and fix them concerning the Services. Regarding to the operating environment, B-EN-G, on behalf of END-USER, will request any Third Party Provider to investigate the causes of errors and fix them, within the Services. B-EN-G shall not be responsible for the Third Party Provider’s response.

### 7.3. Version Upgrades and Updates

B-EN-G may provide the modified versions (including updated versions) of the Services at its own discretion

### 7.4. Support Hours and Contacts

The support services specified in 7.1 and 7.2 will be provided in the Support Hours (from 9:00 to 17:00 in Japanese standard Time except Saturdays, Sundays, national holidays and holidays designated by B-EN-G). END-USER shall contact B-EN-G on the Web site specified by B-EN-G in English and/or Japanese language.

## 8. Data Management

### 8.1. Backup Policy

B-EN-G takes full back-up of END-USER data on the database system once a day.

### 8.2. Retention of Backup Data

Backup data retention shall be up to full back-up for three (3) generations.

Additionally, when stored in cloud storage, the data is automatically encrypted with 256-bit AES.

## 9. Service Revision, Addition, Suspension and Abolition

B-EN-G may revise, add, suspend or abolish all or part of the Services and the software related to the Services without prior notice to END-USER.

## 10. Security

### 10. 1. Cloud Information Security and Personal Information Management Initiatives

B-EN-G operates its cloud services in accordance with its Cloud Service Information Security Policy.

<https://www.b-en-g.co.jp/en/security.html>

### 10. 2. Information Access Regulation

B-EN-G's personnel who may access END-USER data will be limited to operators listed in advance on the access management ledger through internal procedures of B-EN-G.

### 10. 3. Communication Encryption Level

B-EN-G will use SSL (256-bit encryption) for communication to provide the Services to END-USER.

### 10. 4. Antivirus Measures

END-USER shall not upload files to the Services without checking the files to be free of virus infection. Antivirus software operates and checks viruses on the system constituting the Services. B-EN-G may delete any infected files uploaded by END-USER without prior notice.

### 10. 5. Application of Security Patch

B-EN-G will apply any security patches released by any of the vendors of the software constituting the Services when B-EN-G's operation management team deems it appropriate to apply the security patches in accordance with the consideration of their importance and effects. The time when B-EN-G applies the security patches will depend on the types and importance of the security patches. B-EN-G shall not be responsible for the integrity and validity of the result of the security patches application.

## 11. Emergency Response

In case that an emergency, including a natural disaster, affects B-EN-G's operation of datacenter, B-EN-G will make commercially reasonable efforts to continue to provide the Services in some manner, including using and operating a temporary datacenter in another site based on the developed sources and operational data. However, B-EN-G does not necessarily perform the Services and tasks listed in the SLA but may, at its own discretion and without notice, suspend or postpone the Services and tasks under the SLA if B-EN-G deems it is an emergency or an unavoidable situation. B-EN-G shall not be



responsible for any damage to END-USER caused by the suspension or postponement due to such emergency or unavoidable situations.

## 12. Third-Party Certification Initiatives

### 12. 1. Requirements for Acquisition of Public Certification

SOC1 Type2, ISO/IEC 27001, ISO/IEC 27017 Certifications and Privacy Mark System certification has been acquired.

## 13. The Third Party Cloud Services

### 13. 1. Microsoft Azure

When the Services are provided through Microsoft Azure of Microsoft Corporation Japan (hereinafter “Microsoft”), the following SLA by Microsoft shall also apply; the following SLA is subject to change any time by Microsoft.

<https://azure.microsoft.com/en-us/support/legal/>

Should there be any inconsistency or conflicts between the provisions of the SLA of Microsoft and the SLA, the SLA shall prevail and supersede.

### 13. 2. Amazon Web Services

When the Services are provided through Amazon Web Services of Amazon Web Services, Inc. (hereinafter “Amazon”), the following SLA by Amazon shall also apply; the following SLA is subject to change any time by Amazon.

[https://aws.amazon.com/legal/?nc1=h\\_ls](https://aws.amazon.com/legal/?nc1=h_ls)

Should there be any inconsistency or conflicts between the provisions of the SLA of Amazon and the SLA, the SLA shall prevail and supersede.

### 13. 3. Google Cloud Platform

When the Services are provided through Google Cloud Platform of Google LLC (hereinafter “Google”), the following SLA by Google shall also apply; the following SLA is subject to change any time by Google.

<https://cloud.google.com/product-terms?hl=en#google-cloud-platform>

Should there be any inconsistency or conflicts between the provisions of the SLA of Google and the SLA, the SLA shall prevail and supersede.

## 14. The Third Party Software

In the event the Services include any use of the software of which intellectual property rights belongs to

any third party (hereinafter “Third Party Software”), provisions set forth by such third party shall be applied to the use of the Third Party Software (including support service for the Third Party Software). The provisions set forth by the third party are subject to change at the third party’s sole discretion. In case the provisions set forth by the third party and the Service Agreement conflict on the use of the Third-Party Software (including support service for the Third Party Software), the provisions of the Service Agreement shall prevail and supersede. B-EN-G shall not be responsible for any damage caused by any END-USER’s use of the Third Party Software (including support service for the Third Party Software) unless otherwise set forth in the SLA.

## 15. Web-API Service

In the event END-USER use Web-API Service provided by National Tax Agency in Japan (hereinafter “NTA”), END-USER shall comply with the Web-API Terms and Conditions (URL is below) set forth by NTA.

[https://www.invoice-kohyo.nta.go.jp/web-api/riyou\\_kiyaku.html](https://www.invoice-kohyo.nta.go.jp/web-api/riyou_kiyaku.html)

Web-API Service is provided on the “As Is” basis. B-EN-G and NTA do not and will not make any and all warranties on Web-API Service and do not and will not be liable for any and all damages incurred by END-USER caused by or in connection with any of END-USER’s use of Web-API Service.

END-USER shall accept that Web-API Terms and Conditions are subject to change by NTA at any time, and END-USER shall use the Web-API Service in compliance with the latest version of Web-API Terms and Conditions.

## 16. Language

The Service Agreement, the Service Terms, and the SLA are set forth in Japanese. Any translations of the Service Agreement, the Service Terms, the SLA, or other related documents into other languages are only for END-USER’s reference. In case there are any discrepancies between the Japanese version and other versions, the Japanese version shall prevail and supersede. No versions other than the Japanese shall be legally enforceable.