

## PORTERS Service Level Agreement

Effective Date: April 1, 2022

This PORTERS Service Level Agreement (“SLA”) shall apply to the use of PORTERS Service (“Service”) provided in accordance with the Terms of Use of PORTERS (“Terms of Use”) between PORTERS Corporation (“PORTERS Corp.”) and users of PORTERS (“User”). This SLA shall separately apply to each account using the Service. Should PORTERS Corp. revise the terms and conditions of this SLA, the details of the revision shall be notified to the User at least one month prior to the effective date of the revised SLA. When the User uses the Service on or after the effective date of the revised SLA, the revised SLA shall apply.

### 1. Definitions

1.1 “Service Outage” shall mean a state where the User is unable to access PORTERS continuously for more than five (5) minutes, and the “Service Outage Time” shall mean the total time of the following (1) and (2):

(1) In case the WEB server of PORTERS is in a state of interrupted communications due to system failure:

The time from the point in time when PORTERS Corp.’ hosting service subcontractor recognizes the interrupted communications as a failure to the point in time when it is confirmed that the WEB server has resumed processing requests, including by alternative means

(2) In cases other than (1) above:

The time required for the WEB server of PORTERS to respond after receiving a processing request

1.2 “Service Availability Rate” shall mean the rate of monthly operating time when the total time of each month is set at 100% (the time calculated by subtracting the Service Outage Time of PORTERS for each month from the total monthly hours in one-minute units).

1.3 “Planned Maintenance” shall mean system maintenance conducted by suspending the Service according to a schedule predetermined by PORTERS Corp. When PORTERS Corp. conducts planned maintenance, it shall notify all users at least eight (8) hours prior to the commencement of such planned maintenance, and such planned maintenance shall be conducted in a timeframe between 10:00 pm and 6:00 am Japan time, to the extent possible.

1.4 “Service Credit” shall mean the amount that is calculated in accordance with the following rules and refunded by PORTERS Corp.

## **2. Service Commitment**

PORTERS Corp. shall make reasonable efforts in terms of business to achieve a monthly Service Availability Rate of 99.9% or more during the term of the Service. Should the monthly Service Availability Rate of PORTERS fail to reach a monthly Service Availability Rate of 99.9% or more, the User shall be entitled to receive a Service Credit as set forth below.

## **3. Right of Service Credit**

Should the monthly Service Availability Rate be less than 99.9%, the User shall be entitled to receive a Service Credit calculated by multiplying the monthly usage charge for the applicable Service by any of the following rates:

Monthly Service Availability Rate	Rate
More than 99.0% - less than 99.9%	5%
More than 95.0% - less than 99.0%	10%
More than 90.0% - less than 95.0%	20%
Less than 90.0%	50%

## **4. Request and Issuance of Service Credit**

4.1 Should the right to a Service Credit arise for the User, the User may request the Service Credit at any time between the first and 30th day of the month following the month when the right to Service Credit arises ("Request Period"). When a User does not make a request during the applicable Request Period, the User shall lose their right to receive a Service Credit.

4.2 The method for requesting a Service Credit shall be limited to the method where a User sends to PORTERS Corp. an e-mail requesting a Service Credit ("Notice of Request for Credit"). A Notice of Request for Credit shall meet the following requirements:

- (i) The User shall describe the phenomenon, date and time of the service outage he/she experienced;
- (ii) PORTERS Corp. shall receive the Notice of Request for Credit within the Request Period.

4.3 When PORTERS Corp. receives a Notice of Request for Credit from the User, it shall immediately confirm the monthly Service Availability Rate related to such a request, and shall issue a Service Credit to the User during the month following the Request Period based on a rate corresponding to the Service Availability Rate identified as a result of this confirmation.

4.4 A Service Credit shall be appropriated only to future payments for PORTERS to be made by the User. A Service Credit may not be assigned to any third party or appropriated to other accounts.

## **5. Disclaimers and Limited Liability**

5.1 In case service outage of PORTERS occurs due to any of the following events, service commitment shall not apply to, and PORTERS Corp. shall disclaim any liability for, the service outage:

- (i) When service outage is due to Planned Maintenance;
- (ii) When service outage arises due to any causes beyond PORTERS Corp.' control, including force majeure, failure or delay of an Internet service provider;
- (iii) When service outage is the result of any intentional or non-intentional actions of

the User or any third party;

(iv) When service outage arises from any equipment, software or other technologies of a User and/or any third party (excluding any third party's equipment under PORTERS Corp.' direct control);

(v) When service outage is a result of temporary suspension or forced termination of the User's rights imposed by PORTERS Corp. in accordance with the Terms of Use.

5.2 PORTERS Corp.' liability for any damage or expenses incurred by the User or any third party arising from service outage of PORTERS shall be limited to the issuance of a Service Credit as specified in this SLA, the amount of a Service Credits specified in this SLA shall be set as the upper limit, and PORTERS Corp. shall not assume any responsibilities or obligations other than the issuance of Service Credits.