Terms and Conditions of Use for

AribaNetwork

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Whereas, NTT DATA CORPORATION (hereinafter "NTT DATA") and Your Company (hereinafter "User") shall use AribaNetwork provided by SAP JAPAN LTD. for order transaction from NTT DATA to User, and the Terms and Conditions of Use AribaNetwork (hereinafter "the Conditions of Use") are described below in this agreement .

Note that, although the name of AribaNetwork has been changed to BusinessNetwork by SAP JAPAN LTD., the Conditions of Use shall continue to be effective as AribaNetwork.

Article1. <u>Purpose of the Conditions of Use</u>

1.01 The purpose of the Conditions of Use is to define the using conditions to send quotation, order, order confirmation, work completion report, and invoice for Sale, Rental, Consignment, etc. transactions from NTT DATA to User through AribaNetwork. In addition, the terms and conditions defined in Conditions of Use shall prevail over the terms and conditions defined in concluded Master agreement and Statement of Work between NTT DATA and User (hereinafter "concluded MA and SOW").

Article2. <u>Definitions</u>

2.01 The following words and terms shall have the following meanings when used in the Conditions of Use :

a. "AribaNetwork" shall mean the name of service system which can send the order, order confirmation, completion report, and invoicing from NTT DATA to User by electronic data about purchasing transaction.

b. "Order" shall mean to request Sale, Rental, Consignment, etc. transactions from NTT DATA to User through AribaNetwork.

c. "Order Confirmation" shall mean what User permits the Order from NTT DATA through AribaNetwork.

d. "Transaction Information" shall mean the information which is provided by each other through AribaNetwork.

Article3. <u>Scope of Application</u>

3.01 User permits the terms and conditions defined by the Conditions of Use are applicable between User and not only NTT DATA but also Group Companies (hereinafter "NTT DATA Group" which also include NTT DATA, and NTT DATA discloses NTT DATA Group in http://www.NTT DATA.com/jp/ja/corporate/profile/proc/g-ssc.html (hereinafter "HP")) which are consigning their contract working of Order transaction to NTT DATA MANAGEMENT SERVICE Corporation (hereinafter "NDMS") which is a subsidiary company of NTT DATA.

3.02 When a member of NTT DATA Group is changed, NTT DATA shall update the contents of HP, and User shall permit the change by the update of HP.

3.03 **Article 3.01 and 3.02 shall be valid from the time when NTT DATA makes the announcement with regard to the taking effect of this Article.**

Article4. <u>Operation on the System</u>

4.01 NTT DATA Group and User shall maintain the system environment so that they can always execute the system operation defined in article 5, 6, 7 and 8 in the Conditions of Use, assure that those who have legitimate authority to operate the system execute them, permit that those who have legitimate authority to operate the system in their company execute each other. In addition, User shall be fully responsible and handle User ID and password to operate AribaNetwork (hereinafter "Log-in Information") and does not grant those who are not legitimate Log-in Information. If User leaks Log-in Information and causes an accident such as unauthorized use, etc., NTT Group regards the transaction with Log-in Information is valid; furthermore, if User is caused damages because of the transaction with misuse, NTT DATA Group shall not be liable for the damage unless the reasons attributable to NTT DATA Group.

4.02 NTT DATA Group and User shall execute the operation of AribaNetwork with the manual described the way to operate each system or command through AribaNetwork (hereinafter "the Manual of AribaNetwork"). In addition, NTT Group and User shall let their worker understood well about the contents of the Manual of AribaNetwork and then execute the operation.

4.03 NTT DATA Group and User shall acknowledge and agree that operation which is not described in or violate the Manual of AribaNetwork is invalid. In addition, when the procedure in the Manual of AribaNetwork is changed, NTT DATA shall announce the change to User, and User shall permit the change by the notice.

Article5. Quotation through AribaNetwork

5.01 When NTT DATA Group requests User to quote through AribaNetwork, it shall provide the Conditions of Quotation and Request of Quotation on AribaNetwork, and by recording the log of Request of Quotation it regards the Request of Quotation is executed.

5.02 When NTT DATA Group sends Request of Quotation to User, User shall execute the Answer of Quotation which is based on the Conditions of Quotation from NTT DATA Group as soon as possible through AribaNetwork. Also, when User would like to change the Conditions of Quotation provided by NTT DATA Group, with the agreement by the person in charge of NTT DATA Group User can execute changing the Conditions of Quotation, and by recording the log of the Answer of Quotation from User NTT DATA Group regards the Answer of Quotation is executed.

5.03 Regarding with the Request of Quotation and Answer of Quotation through AribaNetwork, if there is a conflict between the one described on the display and attached to the display of AribaNetwork as electronic file, the former one shall prevail over the latter one.

5.04 **Article 5.01, 5.02, and 5.03 shall be invalid in the event of transaction with non-Japanese suppliers.**

Article6. Order through AribaNetwork

6.01 When NTT DATA Group would like to send an order through AribaNetwork, regardless of what the Answer of Quotation by User is executed through AribaNetwork or not, through AribaNetwork NTT DATA Group shall execute the order which is based on the Answer of Quotation.

6.02 When NTT DATA Group and User execute the transaction to conclude staffing contract, after the conclusion of contract through AribaNetwork, User shall complete the procedure to use staff management system

(https://www.e-staffing.co.jp) provided by e-staffing Co.,Ltd. through "contract order" function on the staff management system. In addition, to use staff management system any matters not provided in the Conditions of Use shall be settled through "Using Agreement of e-staffing".

6.03 A transaction which is concluded between NTT DATA Group and User, is required electronic signature in accordance with law such as Construction Business Act, etc., and is agreed what NTT DATA Group and User use CECTRUST-Light, electronic contract service provided by Construction-ec.com Co.,Ltd. (hereinafter "CECTRUST-Light"), is concluded by using CECTRUST-Light. The procedure to execute a contract through CECTRUST-Light is described in Exhibit A, and by the conclusion of contract through CECTRUST-Light, it is regarded the official execution of the contract. In this case, NTT DATA Group and User shall proceed to execute the conclusion of contract through CECTRUST-Light after the order through AribaNetwork. If NTT DATA Group and User do not agree for the transaction through CECTRUST-Light, they shall conclude the contract by document after the order through AribaNetwork, and it is regarded the official execution of the contract by the conclusion of contract through document.

6.04 **Article 6.02, and 6.03 shall be invalid in the event of transaction with non-Japanese suppliers.**

Article7. <u>Order Confirmation and the Conclusion of Transaction through AribaNetwork</u>

7.01 Regarding with a transaction which separately needs order confirmation demanded by NTT DATA Group (hereinafter "the Transaction with the Confirmation"), User shall express what it agrees to the order by the operation of "Order Confirmation" on AribaNetwork, and by recording the log of " the submission of Order Confirmation" it regards the provision of Order Confirmation. Regarding with the Transaction with the Confirmation, if User would like to refuse the Order from NTT DATA Group, within 10 business days after the log of order through AribaNetwork, User shall express its will to refuse by the way ordered by NTT DATA (the way described in the Manual of AribaNetwork). Unless the expression of will to refuse from User is achieved to the person in charge assigned by NTT DATA Group, by recording the log of order on

AribaNetwork User is deemed it permits the Order and conclusion of the contract which is based on the Order.

7.02 When a condition of contract or any other is attached to the display of Order Form, the expression described in 7.01 shall include the attached condition. When a Contract Form which signature is required is attached, also, the expression described in 7.01 shall include the described condition in the attached file, and by recording the log of "the submission of Order Confirmation" on AribaNetwork it is deemed the alternative to sign on the Contract Form. In addition, if there is a conflict between the one described on the display and attached to the display of AribaNetwork as electronic file, the former one shall prevail over the latter one.

Article8. Delivery, Acceptance, and Invoicing through AribaNetwork

8.01 The submission of statement of delivery, Completion Report or like that of delivery, evidence used for acceptance, and invoice from User to NTT DATA Group shall be executed by the operation of "invoicing registration" on AribaNetwork or electromagnetic means such as E-mail. In addition to the above invoicing registration, even if paper evidence related to acceptance or invoice is submitted by other means such as posting, evidence of invoicing registration on AribaNetwork or electromagnetic means described above shall be treated as original.

8.02 Notification of the result of acceptance certificate or the confirmation result of completion report and so on submitted by NTT DATA group shall be made by electromagnetic means such as E-mails.

8.03 When User give notice of the completion of construction to NTT DATA Group, User shall execute by the operation of "invoicing registration" on AribaNetwork. NTT DATA Group can regard what NTT DATA Group send the notification of request as the alternation of the notification of acceptance. In addition, if the result of inspection by NTT DATA Group is failure, NTT DATA Group can announce it by electromagnetic means such as E-mail. NTT DATA Group can also announce what the result of re-inspection is failure by electromagnetic means.

8.04 When User is required to be checked before submitting the delivery whether it is matched the specification separately defined or not (hereinafter "Preliminary Check"), the request of Preliminary Check from

User and the notice of confirmation result by NTT DATA Group can be send by electromagnetic means such as E-mail.

8.05 When the result of the inspection after "invoicing registration" described in 8.01 becomes failure, NTT DATA Group can send it to User by electromagnetic means such as E-mail. NTT DATA Group can also send what the result of re-inspection is failure by electromagnetic means.

8.06 Regarding with "invoicing registration" through AribaNetwork, if there is a conflict between the one displayed on AribaNetwork and attached to the display of AribaNetwork as electrical file, the former one shall prevail over the latter one.

8.07 **Article 8.03, 8.04 shall be invalid in the event of transaction with non-Japanese suppliers.**

Article9. <u>Responsibility to Use AribaNetwork</u>

9.01 Unless otherwise set forth herein, NTT DATA Group and User are not liable for use AribaNetwork each other.

Article10. <u>Confidentiality</u>

10.01 To use AribaNetwork and the information exchanged through AribaNetwork, NTT DATA Group and User shall regard the information provided as confidentiality as Confidential Information, shall hold the Confidential Information with the deep caution of the manager, and shall not use the information other than the purpose defined in this agreement or provide, disclose, or leak to third party without getting the other's permission by document previously. However, the information corresponded one of the following conditions is disregard as the Confidential Information.

   a. The information already publicly known and used when the information is disclosed, or the information which becomes publicly known because of the reason which is not liable for the party which makes disclosed.

   b. The information a party has already known before it was disclosed by the other.

   c. The information a party get officially from third party without the duty of confidentiality.

d. The information NTT DATA Group or User creates originally without the Confidential Information.

e. The information a party is permitted to make the exception of the Confidential Information by previously getting the document to permit.

10.02 Notwithstanding of the provision 10.01, NTT DATA Group can copy and change the Confidential Information to the extent the purpose of using AribaNetwork and disclose the Confidential Information to other consignment company and NDMS; including subcontracting company which is described on HP. In addition, NTT DATA Group and User only within the purpose of using AribaNetwork can disclose the Confidential Information to their executive and employee with the duty on this agreement or more and those who have confidentiality obligation such as lawyer, tax counselor, or CPA they requested. Even after the disclosing, the Confidential Information NTT DATA Group holds to User is not expired.

10.03 Notwithstanding of the provision 10.01, if NTT DATA Group and User is required to disclose the Confidential Information based on laws, ordinances, rules, guideline, or the command by public institution, they can disclose the Confidential Information to the extent they required. However, when they disclose the Confidential Information, they shall make the best effort to minimize the range to disclose, and before disclosing; if it is impossible because of emergency, it shall be soon after disclosing, they shall announce the range of disclosing to the other. Even after the disclosing, the Confidential Information NTT DATA Group or User holds to the other is not expired.

10.04 When User is separately specified by NTT DATA Group how to manage and hold the Confidential Information, User shall obey it.

10.05 The regulation of the Article 10 shall be continued after the completion of the transaction through AribaNetwork.

Article11. Store of the Transaction Information

11.01 NTT DATA and User shall store and manage the transaction information by recording items such as electronic file, magnetic tape, document, etc.

Article12. Indemnification

12.01 NTT DATA and User shall be liable for any loss, cost, expense or damage (including, without limitation, reasonable attorney's fees) in connection with or arising out of the failure or negligence of NTT DATA Group and User in performing this agreement.

Article13. Termination

13.01 When NTT DATA Group or User stops using AribaNetwork for a contract with the other, NTT DATA Group or User can terminate the Conditions of Use voluntary by the discussion with the other and sending the notification by document more than one month before.

Article14. Termination of MOU to Use AribaNetwork

14.01 By agreement of the Conditions of Use or the start of the new purchasing system, MOU to Use AribaNetwork between NTT DATA and User shall be terminated.

14.02 **Article 14.01 shall be invalid with non-Japanese suppliers.**

Article15. Troubleshooting during AribaNetwork Is Stopping

15.01 NTT DATA Group and User shall cope with the matter based on the way specified by NTT DATA if they cannot use AribaNetwork because of the reason form third party, such as trouble of AribaNetwork.

Article16. Governing Law

16.01 This agreement shall be governed by and construed in accordance with the laws of Japan excluding conflict of laws.

Article17. Dispute Resolution

17.01 The parties hereby consent to and confer exclusive jurisdiction upon Tokyo District Court in first instance over any disputes arising out of or relating to the Conditions of Use.

Article18. Consultation

18.01 Any matters not provided in the Conditions of Use shall be settled through concluded MA and SOW, and when the matters are not provided

even in concluded MA and SOW, they shall be amicably settled through consultation between NTT DATA Group and User.

Exhibit A

The Procedure for the Contract through CECTRUST-Light

Note: Exhibit A shall be invalid in the event of transaction with non-Japanese suppliers.

1. Agreements Related with Exhibit A

a. When a party executes a transaction through CECTRUST-Light, any matters not provided in the Conditions of Use shall be settled through "MOU about the Transaction Used Electromagnetic measures".

b. "Electronic contract service provided by CEC.COM" in "MOU about the Transaction Used Electromagnetic measures" is regarded as CECTRUST-Light.

2. Procedure to Take Electromagnetic Measures

a. The procedure to take electromagnetic measures in "MOU about the Transaction Used Electromagnetic measures" is changed as follows:

1) When User sends the electronic agreement, etc. back,

a) NTT DATA registers electronic agreement in CECTRUST-Light and sends it to User.

b) User executes the receiving procedure through CECTRUST-Light. By this procedure, NTT DATA's agreement, etc. arrives at User and it regards that User receives the agreement, etc..

c) User's information about receiving procedure is sent to NTT DATA through CECTRUST-Light.

d) After confirmation, User shall send the agreements, etc. to NTT DATA through CECTRUST-Light.

e) After confirmation of the agreement, etc. through the concluding contract procedure NTT DATA executes the receiving procedure. By this procedure, User's agreement, etc. arrives at

NTT DATA and it regards that NTT DATA receives the agreement, etc..

f) NTT DATA executes the concluding contract procedure through CECTRUST-Light. The completion of the concluding contract procedure is sent to User through the concluding contract procedure. In addition, consignment, etc. is regarded as the completion of contract procedure by the day NTT DATA executes the concluding contract procedure through CECTRUST-Light.