SATO App Storage API Terms of Use

Article 1 (Terms of Use)

1. Sato Corporation or relevant SATO group company which entered into the individual contract (including without limitation, a purchase order)("Sato") shall offer its API which works together with SATO App Storage ("SATO API"), based on this Terms of Use ("ToU").

2. The Customer of the SATO API shall give their consent to the ToU to use the SATO API. When the Customer give their consent to the ToU, an agreement to use the SATO API ("Agreement") comes into effect ("Effective Date of the ToU"). The Customer shall be deemed to have given consent to all of the provisions in the ToU by using the SATO API.

3. The ToU and manuals such as specifications separately provided by Sato for the use of SATO API (hereinafter referred to as the "API Guidelines") supplement or amend SATO App Storage Cloud Service Terms of Service (hereinafter referred to as the "Original ToS"), and shall be treated as an integral part of the Original ToS. The provisions of the Original ToS shall also apply to the ToU and API Guidelines to the extent that they are applicable due to their content and nature. In the event the provisions of the ToU and the Original ToS differ with respect to the same matters, the provisions of the ToU shall prevail and apply, and in the event the provisions of the ToU and API Guidelines differ from the provisions of the ToU, the provisions of the ToU shall prevail and apply.

4. The meaning of the terms used in the ToU shall be the same as the meaning in the Original ToS unless otherwise provided for in the ToU.

5. When the Customer give consent to the ToU and use the SATO API under the name of their corporate bodies or other entities ("Corporate Entities") to which they belong, the Customer are deemed to have the authority to enter into the Agreement on behalf of the Corporate Entities and the Corporate Entities shall be bound by the Agreement. In the case where the Customer does not have such authority and cannot attribute the effects of the Agreement to a Corporate Entity to which he or she belongs, the Customer who gave consent to the ToU and used the SATO API shall assume all the responsibilities and liabilities that arise from the Agreement and Sato may decide at its own discretion whether to affirm the Agreement or to cancel it.

6. The ToU is written in Japanese. In the event of any difference between the translated version and the Japanese version, the Japanese version shall prevail.

Article 2 (Amendments of the ToU)

The method of amending the ToU shall be the same as the Original ToS.

Article 3 (Overview of the SATO API)

1. The specific contents of the SATO API are as expressed on the API Guidelines.

2. Sato grant the Customer a non-exclusive and non-sublicensable SATO API for the purpose of designing, testing, developing, using, or otherwise conducting any other separately licensed activities for applications that the Customer collaborate through SATO API ("Linked Applications"). However, the Customer shall use SATO API in accordance with the manner and usage described in API Guidelines.

Article 4 (Usage Fee for the SATO API)

1. The usage fee for SATO API shall be as stated in the quotation separately issued by Sato to the Customer.

2. The method of payment of the usage fee set forth in the preceding paragraph shall be the same as in the Original ToS.

Article 5 (Management of Authentication Information, etc.)

1. Sato may issue the application ID ("Authentication Information") to the Customer in a way designated by Sato.

2. Customer shall strictly control the Authentication Information issued by Sato at its own expense and responsibility, and shall not allow any third party to use, rent, transfer, sell, pledge, or otherwise use the Authentication Information.

3. In the event the Customer become aware of the theft or unauthorized use of the Authentication Information, the Customer shall immediately notify Sato thereof and shall respond in accordance with any instructions given by Sato.

4. In the event of any damage to Sato or its customers or other third parties due to insufficient management of the Authentication Information or an error in the use of the Authentication Information, the Customer shall be responsible for such damage, except in the event of willful misconduct or negligence by Sato.

Article 6 (Verification Environment)

1. When using SATO API, the Customer may use the verification environment provided by Sato to perform operation checks and verification environment tests.

2. When conducting the production connection test as described in the following paragraph, the Customer shall perform the separately specified verification environment test and pass Sato's inspection.

3. When using SATO API, the Customer shall conduct a production connection test separately stipulated and pass Sato's inspection.

Article 7 (Customer Obligations)

1. The Customer shall be responsible for preparing and maintaining the computer, software and other equipment necessary for accessing SATO App Storage via SATO API, the usage environment necessary for accessing the cloud environment or the cloud environment, communication lines and other communication lines, etc. The Customer shall be responsible for any damage or loss due to Customer's failure to prepare and maintain such equipment.

2. The Customer shall be responsible and at the expense of the Customer for taking the necessary safety measures to prevent SATO API from being infected with computer viruses, hacking, falsifying or otherwise intruding into the network or leaking information. The Customer shall be responsible for any damage or loss caused by Customer's failure to implement such safety measures.

Article 8 (Term of the Agreement)

1. The term of the Agreement commences on the Effective Date of the ToU and expires on the termination of the provision of the SATO API service under the Agreement. Sato shall notify the Customer in advance of the termination of the SATO API service provision unless there is an urgent necessity or any other unavoidable circumstance.

2. Notwithstanding the preceding paragraph, the Customer may terminate the Agreement at any time by ceasing to use the SATO API under the Agreement.

Article 9 (Temporary Suspension of the SATO API)

Sato may temporarily suspend the SATO API, without notice in advance to the Customer, in the events including, but not limited to, the following:

(1) when an unavoidable situation occurs relating to the maintenance of or work on the system or telecommunications facilities necessary to provide the SATO API, or when an unavoidable disruption occurs;

(2) when it is difficult to provide the service properly due to the excess burden on the SATO API or a disorder thereof, or when Sato determines as such;

(3) when Sato recognizes the possibility that the Customer or a third party would suffer significant damages through the provision of the SATO API due to an alteration of data, hacking or any other similar event relating to the SATO API; and

(4) when it is difficult to provide the SATO API due to the suspension of the provision of telecommunications services by telecommunications carriers at home or abroad, power supply services by electric companies or any other public services.

Article 10 (Exemption; No Warranty)

1. SATO SHALL PROVIDE THE SATO API ON AN "AS IS" BASIS AND SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES SUFFERED BY THE CUSTOMER BY AN ADDITION TO OR ALTERATION OF THE SATO API CONTENTS, OR THE SUSPENSION OR TERMINATION OF THE SATO API.

2. SATO MAKES NO REPRESENTATION NOR WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO ANY CUSTOMER, INCLUDING, BUT NOT LIMITED TO, INTEGRITY, ACCURACY, CERTAINTY, USEFULNESS, LEGALITY OR AVAILABILITY OF THE SATO API.

3. SATO SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR A SPEED LOWER THAN PRESUMED OR ANY OTHER DISORDER OF THE SATO API DUE TO AN EXCESSIVE OR ANY OTHER UNPREDICTABLE CAUSE.

4. SATO SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR SECURITY BREACH OCCURRED ON SERVICES THAT PROVIDE INFORMATION VIA LINKED APPLICATIONS OR THROUGH A SERVICE PROVIDED BY A THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, THE CUSTOMER'S SERVER). IF A THIRD PARTY PLACES A CLAIM AGAINST SATO FOR THE SAID CAUSE, THE CUSTOMER SHALL INDEMNIFY SATO FOR ALL EXPENSES AND DAMAGES SPENT TO SOLVE THE PROBLEM.

5. Sato shall assume no obligation to monitor or store the data entered by the Customer.

6. SATO SHALL ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, GENERAL DAMAGES, DIRECT DAMAGES, LOST PROFITS, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES OR OTHER SPECIAL DAMAGES. HOWEVER, SATO SHALL ASSUME RESPONSIBILITY OR LIABILITY TO THE EXTENT OBLIGATED BY LAWS WHEN THE CUSTOMER SUFFERS DAMAGES DUE TO SATO'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

Article 11 (Prohibited Acts)

1. The Customer are prohibited from performing the following acts upon the use of the SATO API:
   (1) to alter, tamper with, or analyze the SATO API, the API Guidelines or any other material that Sato provides;
   (2) to disclose any confidential technological information regarding the SATO API;
   (3) to use the SATO API except under the circumstances instructed in the API Guidelines;
   (4) to make excessive access to or attack the SATO API regardless of the Customer's intent;
   (5) to use information acquired through the SATO API using the API Key for purposes other than any service that provides information via SATO API to customers;
   (6) to sell, lend, lease or sub-license the right to access the SATO API;

(7) any use of the SATO API by Sato's competitor;

(8) any act of reverse engineering, reverse assembling or reverse compiling;

(9) any act of gaining access to the SATO API or obtaining information relating to the SATO API by way of scraping, crawling (by crawlers, robots or programs such as spiders) or any other similar means;

(10) to send any harmful program such as computer viruses and place burden on the SATO API or to enable the SATO API to receive such harmful programs;

(11) any act inappropriate for a collaboration work to make a business application software such as using the SATO API in a way that deviates from the reasonable standard of trade practices; and

(12) any other act which Sato considers inappropriate.

2. Sato may cease the Customer's access to the SATO API when Sato considers that the Customer performed any act in violation of the preceding paragraph.

Article 12 (Ownership)

The ownership, copyrights, trademarks, patents, and any other rights of the things Sato provides to the Customer in the course of the performance of the Agreement, including, but not limited to, software and hardware, belong, unless the Agreement stipulates otherwise, solely and exclusively to Sato or the third parties which have given Sato permission to utilize them, and the Customer shall not have any right relating to them in any case.

Article 13 (Non-Waiver)

Even if Sato do not request the Customer to perform any of his or her obligation hereunder or if such request is delayed, any of Sato's rights hereunder shall not be waived.

Article 14 (Severability)

Even if a part of the provisions of the Agreement is invalidated by any laws or any judgment of a court, the other provisions of the Agreement remain valid.