

## **Hodzy Cloud Services Terms of Use**

### **Article 1 (Scope of Application)**

- (1) These Terms of Use set forth the terms and conditions for the use of the Cloud Services by Users. Users may not use the Cloud Services unless they agree to these Terms of Use.
- (2) Users shall comply with these Terms of Use and shall have others who use the Cloud Services on their behalf also comply with these Terms of Use.
- (3) Non-registered Users may use a one-time password to view shared ocular videos, ocular images, and other patient data for a limited period of time. However, they are required to register for a Member Account in order to belong to an organization in regard to the Cloud Services and to upload and share patient data. They also are required to obtain an Organization Account in order to set up storage space to which patient data can be uploaded.

### **Article 2 (Definitions)**

For the purposes of these Terms of Use, the following words shall have the following meanings:

- (a) “**Cloud Services**” means the Hodzy cloud services provided by MITAS. The Cloud Services allow Users to upload ocular videos, ocular images, and other patient data to the cloud and to share that patient data with others.
- (b) “**Intellectual Property Rights**” means copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire those rights or to apply for registration of those rights).
- (c) “**Member Account**” means an account that allows Users to belong to an organization in regard to the Cloud Services and to upload and share patient data via the Cloud Services.
- (d) “**MITAS**” means MITAS Medical Inc.
- (e) “**Non-registered Users**” means parties who use the Cloud Services by obtaining a one-time password each time without registering a Member Account.
- (f) “**Organization Account**” means an account that allows Users to set up storage space to which patient data may be uploaded to the Cloud Services and to manage and operate that storage space. Organization Accounts are managed and operated by Member Accounts with management privileges.
- (g) “**Personal Information**” means personal information as defined in the Act on the Protection of Personal Information (Act No. 57 of 2003).
- (h) “**Users**” means all users of the Cloud Services.

### **Article 3 (Fees and Payment)**

- (1) No fees for use of the Cloud Services by Member Account and Non-registered Users will be charged.
- (2) The fee for use of the Cloud Services by Organization Accounts shall be separately determined and shall be paid to MITAS in a manner specified by MITAS.

### **Article 4 (Account Registration and Activation)**

- (1) Those who wish to register a Member Account shall apply in accordance with the terms separately provided by MITAS. MITAS may reject the applications at its sole discretion.
- (2) Those who wish to obtain an Organization Account shall apply in accordance with the procedures separately stipulated by MITAS. MITAS may reject the applications at its sole discretion. The period of use of the Cloud Services by an Organization Account and other conditions of use shall be separately stipulated by MITAS.

### **Article 5 (IDs and Passwords)**

- (1) Users shall not disclose, lend, or share their IDs, passwords, etc. (including IDs and passwords for Organization Accounts, Member Accounts, and one-time passwords for Non-registered Users; hereinafter referred to as “**IDs**”) related to the Cloud Services to or with any third party and shall manage them carefully. MITAS shall not be held responsible for any damage suffered by Users or third parties due to improper management, incorrect use, or

use by third parties of IDs.

- (2) If a third party uses a User's ID to access the Cloud Services, this shall be regarded as an act of the User. Users shall bear all liability for such use (including but not limited to the usage fee for Organization Accounts). In addition, Users shall compensate MITAS for any damage suffered by it as a result of such use.

#### **Article 6 (Actions to Be Taken After Deletion of an Organization Account)**

If an Organization Account is deleted for any reason, all Users shall lose the right to access the ocular videos, ocular images, and any other patient data saved in the storage space of that Organization Account. MITAS is under no obligation to make such patient data available to any Users in any form. MITAS may completely erase any patient data, log entries, etc. stored or accumulated on the Cloud Services at its sole discretion.

#### **Article 7 (Use of the Cloud Services)**

- (1) Users shall prepare the necessary operating environment for their use of the Cloud Services at their own expense and responsibility.
- (2) In using the Cloud Services, Users shall change the information registered with or reported to MITAS without delay when any changes to that information occur. MITAS shall not be held responsible for any inconvenience caused to Users due to a delay in making any necessary changes.
- (3) MITAS does not guarantee the storage of ocular videos, ocular images, and other patient data on the Cloud Services for a specific period of time. Users shall be responsible for taking all necessary measures to store such data, such as external storage and backup, at their own expense and responsibility.

#### **Article 8 (Prohibited Actions)**

Users shall not engage in any of the following actions when using the Cloud Services or any other activities which MITAS deems to fall under any of the following items:

- (a) violations of laws and regulations or criminal activity;
- (b) behavior that is offensive to public order and morals;
- (c) infringement of Intellectual Property Rights or other rights or interests of MITAS or a third party;
- (d) actions that place an excessive load on the networks or systems used for the Cloud Services;
- (e) reverse engineering or other analysis of software and other systems provided by MITAS;
- (f) actions that may interfere with the operation of the Cloud Services;
- (h) unauthorized access to MITAS's networks, systems, etc.;
- (i) identity theft of a third party;
- (j) use of the Cloud Services for illicit purposes such as imitation or analysis of the Cloud Services; and
- (k) any other conduct that MITAS deems inappropriate.

#### **Article 9 (Compliance with Law and these Terms of Use)**

- (1) Users shall use the Cloud Services in compliance with the applicable laws, regulations, and guidelines (including but not limited to the Medical Practitioners' Act (Act No. 201 of 1948), the Medical Care Act (Act No. 205 of 1948), and the Pharmaceuticals and Medical Devices Act (Act No. 145 of 1960); the same applies hereinafter), and MITAS shall not be held responsible for any violation thereof.
- (2) Users shall have others who use the Cloud Services on their behalf comply with the applicable laws, regulations, and guidelines and these Terms of Use at their own responsibility. Users shall be responsible for any violation of laws, regulations, and guidelines or these Terms of Use by such parties, and MITAS shall not be held responsible in any way.

#### **Article 10 (Suspension of the Cloud Services)**

MITAS may cease or suspend its provision of all or part of the Cloud Services without prior notice to Users in any of the following cases:

- (a) in the case of emergency inspection or maintenance of the computer systems used for the Cloud Services;
- (b) in the case where operation of the Cloud Services becomes impossible due to failure, erroneous operation, excessive access, unauthorized access, hacking, etc. of computers, communication lines, etc.;
- (c) in the case where operation of the Cloud Services becomes impossible due to a force majeure event, such as earthquake, lightning, fire, flood, power failure, or other natural disaster; or
- (d) other situations in which MITAS deems it necessary to cease or suspend its provision of the Cloud Services.

#### **Article 11 (Intellectual Property Rights)**

All the Intellectual Property Rights related to the Cloud Services belong to MITAS or the persons who have licensed them to MITAS. No right or license under any Intellectual Property Rights of MITAS or the parties who have licensed them to MITAS is granted to Users except pursuant to the authorization to use the Cloud Services expressly granted in these Terms of Use.

#### **Article 12 (Change or Termination of the Contents of the Cloud Services)**

MITAS may change the contents of the Cloud Services or terminate its provision of the Cloud Services at any time and at its convenience, with prior notice to Users. However, MITAS may upgrade the Cloud Services without prior notice to Users.

#### **Article 13 (Warranty, Waiver, and Disclaimer)**

- (1) Except as otherwise expressly set forth in these Terms of Use, MITAS does not make any representations or extend any warranties of any kind, either express or implied, including warranties of fitness for a particular purpose, quality, merchantability, accuracy, or usefulness of the Cloud Services expected by Users, that the use of the Cloud Services by Users conforms to the laws, regulations, and guidelines applicable to Users, that the Cloud Services can be used indefinitely, or that there will be no malfunctions of the Cloud Services.
- (2) MITAS shall not be liable to compensate for any loss or damage incurred by Users in connection with the Cloud Services, except in cases of willful misconduct or gross negligence of MITAS. Even if MITAS is held liable, the amount of compensation shall be limited to the amount of money paid by Users to MITAS within the past six (6) months, and MITAS shall not be liable for incidental, indirect, special, consequential, or lost profit damages.
- (3) Any transactions, communications, disputes, etc. arising between Users and any third party, such as patients, in connection with the Cloud Services shall be resolved by Users at their sole responsibility.

#### **Article 14 (Confidentiality)**

Users and MITAS shall keep the information of other parties related to the Cloud Services confidential and shall not disclose or leak it to any third party. However, with the exception of Personal Information, information that falls under any of the following items shall not be considered to constitute confidential information:

- (a) information that is already public knowledge at the time of its disclosure;
- (b) information that becomes public knowledge without violation by the receiving party of these Terms of Use after its disclosure;
- (c) information already in the receiving party's possession at the time of its disclosure;
- (d) information legitimately obtained from a third party without any obligation of confidentiality; and
- (e) information that is developed by the receiving party on its own without reference to information received from the disclosing party.

**Article 15 (Handling of Personal Information)**

- (1) Users shall handle Personal Information in accordance with the Act on the Protection of Personal Information (Act No. 57 of 2003) and other applicable laws, regulations, and guidelines, and MITAS shall handle Personal Information in accordance with the privacy policy separately established by MITAS.
- (2) For the purpose of promotion and advertisement of the Cloud Services and other services provided by MITAS, MITAS may use or provide to a third party, after consulting with an organization that has been issued an Organization Account, information regarding that organization's use of the Cloud Services.
- (3) MITAS may use, or entrust a third party to use, the ocular videos, ocular images, and other patient data stored or accumulated on the Cloud Services as statistical data and data for AI training, as well as research and development of MITAS's products and services, in such a way that specific individuals cannot be identified.

**Article 16 (Communications/Notifications)**

- (1) Inquiries about the Cloud Services and other communications and notices from Users to MITAS, as well as notifications about changes to these Terms of Use and other communications and notices from MITAS to Users, shall be carried out in a manner separately specified by MITAS.
- (2) In the case where MITAS contacts a User via the User's registered email address or other contact information, the User shall be deemed to have received the relevant communication.

**Article 17 (Changes to these Terms of Use)**

- (1) MITAS may change these Terms of Use at its sole discretion in the following cases:
  - (a) when a change to these Terms of Use is in favor of the general interests of Users; and
  - (b) when a change to these Terms of Use does not contradict the purpose of these Terms of Use and is reasonable in light of the necessity of that change, appropriateness of the contents after the change, contents of the change, and other circumstances related to the change.
- (2) In changing these Terms of Use in accordance with the preceding clause, except in the case of urgent necessity or other unavoidable circumstances, MITAS will notify Users of the planned change, the contents of the revised Terms of Use, and the effective date thereof by publishing that information on the Cloud Services at least one week prior to the effective date of the revised Terms of Use.
- (3) When a User uses the Cloud Services after the effective date of the revised Terms of Use, the User will be considered to have agreed to the changes to these Terms of Use.

**Article 18 (Governing Law and Jurisdiction)**

- (1) These Terms of Use shall be governed by the laws of Japan.
- (2) If there is any doubt regarding the interpretation of any clause of these Terms of Use or any matter not provided for in these Terms of Use, MITAS and Users shall consult in good faith and attempt to resolve the matter promptly.
- (3) The Tokyo District Court shall be the exclusive court of first instance for any and all disputes arising in connection with these Terms of Use.

Enacted on October 1, 2021