

# "mixway API" Terms of Service

Enacted on July 1, 2019

## Chapter 1: General Provisions

### Article 1 (Application of the Terms)

1. Val Laboratory Corporation (hereinafter referred to as the "Provider") provides the "mixway API" operated by the Provider under the mixway API Terms of Service (hereinafter referred to as the "Terms".)
2. If there are Individual Terms (limited to those agreed in writing) that change the Terms, the Individual Terms prevail over the Terms to the extent such Individual Terms apply.
3. The Japanese version of the Terms shall be formal. In the event of any discrepancy between the Japanese version of the Terms and the English version of the Terms, the Japanese version of the Terms shall prevail.

### Article 2 (Definitions)

In the Terms, the Provider uses the following terms as the following meanings:

- (1) The Service:  
The "mixway API" provided as a service by the Provider to the User under the Terms;  
Furthermore, "mixway API" is built on "Ekispt Web Service".
- (2) User:  
A party who has entered into an Admission with the Provider under the Terms and who receives the Service;
- (3) Admission:  
A contract on the provision of the Service entered into by and between the Provider and the User under the Terms;
- (4) The Agreement:  
The Admission and the Terms (including Individual Terms, if any);
- (5) User's Equipment:  
Computers, telecommunications equipment and other devices and software equipped by the User in order to receive the Service;
- (6) Equipment for the Service:  
Computers, telecommunications equipment and other devices and software equipped by the Provider in providing the Service;
- (7) Communication Line:  
The communication line borrowed by the Provider from telecommunication carriers in order to provide the Service;
- (8) GST:  
The amount of consumption tax levied based on the provisions of the Consumption Tax Act and related laws and ordinances and the amount of local consumption tax levied based on the provisions of the Local Tax Act and related laws and ordinances as well as any other taxes and public dues to be borne by the User;
- (9) Auth Key:  
The key issued to the User that allows the User to use the Service in a useable environment;
- (10) User's Partner:  
A third Party who has a business relationship with the User and who uses the Auth Key issued to the User.

### Article 3 (Notice)

1. Notice from the Provider to the User will be made by the method stipulated by the Provider (e.g. via mail or e-mail in writing, or through the posting it on the website)
2. If the notice from the Provider to the User is made via e-mail or through the posting it on the website, then that notice made to the User shall have effect from the time at which the e-mail is sent or the notice of the Service is posted on the website.

**Article 4 (Revision to the Terms)**

The Provider may change the content of the Terms at any time. In this case, the content of the Agreement concerning the User shall be changed to that of the changed Terms. However, if there are Individual Terms, the Individual Terms remain in force and effect.

**Article 5 (Prohibition of the Transfer of Rights and Obligations)**

The User must not transfer or assign its status under the Admission or its rights or obligations under the Admission in whole or in part without the prior written approval of the Provider.

**Article 6 (Agreed Jurisdiction)**

The Tokyo District Court shall have the agreed exclusive jurisdiction over any litigation arising between the User and the Provider.

**Article 7 (Governing Law)**

The formation, validity, performance and interpretation of the Agreement shall be governed by the laws of Japan.

**Article 8 (Matters for Discussion, etc.)**

Any matters not set forth in the Agreement and any doubts as to the matters set forth therein shall be resolved through consultations between the User and the Provider in good faith. Furthermore, if any of the provisions set forth in the Agreement is held to be invalid, then the invalid provision does not affect the validity of the whole of the Agreement and shall be subject to a valid provision having an effect closest to the effect of that invalid provision.

**Chapter 2: Conclusion and others of Admission****Article 9 (Conclusion and others of Admission)**

1. An Admission shall be formed when a person seeking to use the Service has submitted an application form prescribed by the Provider and the Provider have issued a notice of approval of that application.  
Furthermore, a person seeking to use the Service shall submit an application after agreeing to the content of the Terms. A person seeking to use the Service shall be deemed as having agreed to the content of the Terms at the point when the person seeking the Service has submitted an application form to the Provider.
2. Changes to the Admission shall have effect when the User has submitted an application form prescribed by the Provider and the Provider have issued a notice of acceptance of that application form.
3. If the person seeking to use the Service or the User falls under any one of following items, the Provider shall not conclude an Admission or a revised Admission:
  - (1) If an Admission has been cancelled by reason of failure in performing financial obligations in connection with the Service or any other violation of the Agreement;
  - (2) If the application form or the application form to change the Admission contains false statements, material errors in writing or omissions;
  - (3) If it is likely to fail in performing financial obligations or any other obligations under the Agreement; or
  - (4) If the Provider otherwise deems such conclusion to be inappropriate.

**Article 10 (Notice of Changes to User Information)**

1. The User shall notify the Provider by means prescribed by the Provider at least one (1) month in advance of any changes to matters relating to the User such as its trade name or name, head office or address, or contact details or any other content of the application.
2. The Provider assume no liability for any damage suffered by the User as a consequence of not receiving a notice from the Provider or any other circumstances due to the failure of the User to

submit the notice set forth in the preceding paragraph.

**Article 11 (Temporary Interruption and Suspension of the Service)**

1. The Provider may interrupt provision of the Service without prior notice and without the approval of the User under any one of the following circumstances:
  - (1) In order to perform maintenance necessitated by the failure of Equipment for the Service;
  - (2) When the Provider is forced to suspend the Service based on operational or technical circumstances; or
  - (3) When the Provider is unable to provide the Service due to any other force majeure event such as natural disasters.
2. The Provider may temporarily interrupt provision of the Service in order to conduct regular inspection of Equipment for the Service after notifying the User in advance.
3. The Provider may suspend provision of the Service in whole or in part without prior notice to the User and without making any demand of the User if the User falls under any of each item of paragraph 1 of Article 14 (Termination of the Admission by the Provider) or in the event the User has violated the provisions of the Agreement.
4. The Provider assume no liability for any damage suffered by the User or the User's Partner, or any other third party resulting from the Provider's inability to provide the Service on any of the grounds set forth in each of the preceding paragraphs.

**Article 12 (Usage Period and Usage fee)**

1. The User and the Provider shall stipulate the usage period and usage fee for the Service pursuant to the submission and approval under paragraph 1 of Article 9 (Conclusion of Admission). Unless the User or the Provider fails to notify the other party of any termination of or changes to an Admission no less than one (1) month prior to the expiration of the usage period, the usage period and usage fee shall be extended for the same period on the same conditions, and the same shall apply thereafter.
2. The Provider may change the usage fee of the Service or any other content of the Admission after renewal by notifying the User of the changed content of the Admission no less than one (1) month prior to the expiration of the usage period.
3. If a usage period is not stipulated in an application form, then the Provider shall notify the User of the changed content of the Admission set forth in the preceding paragraph at least one (1) month prior to such change.

**Article 13 (Termination of the Admission by the User)**

If the User wishes to terminate the Service, then it shall notify the Provider of termination no less than one (1) month prior to the desired termination date. However, if the User has paid a license fee under paragraph 2 of Article 21 (Usage Fee for the Service) or is using as a sub-licensor the optional features (e.g. transportation database not included in "Ekispert"), the User shall notify the Provider of a termination notice no less then (3) months prior to the desired termination date, in which case any usage fee already paid by the User will not be refunded.

**Article 14 (Termination of the Admission by the Provider)**

The Provider may terminate the Admission in whole or in part without prior notice and without making any demand of the User if the Provider deems that the User falls under any one of the following items:

- (1) If its application form, application form to change the Admission or any other notice issued to the Provider contains false statements or material omissions;
- (2) If it is subject to a suspension of payment or becomes insolvent;
- (3) If its checks or bills are dishonored;
- (4) If a petition for attachment, provisional attachment or auction is filed against it by a third party, or if it is subject to a disposition for the non-payment of taxes and public dues
- (5) A petition for bankruptcy is filed against it, or if a petition for the commencement of

- corporate reorganization proceedings or civil rehabilitation proceedings is filed, or if there are otherwise serious concerns about its credit situation;
- (6) If it is subject to an administrative disposition pertaining to a business permit and approval (e.g. the cancellation or suspension of its business permit);
  - (7) If it violates the provisions set forth in the Agreement. and fails to correct the situation in a reasonable period despite the Provider having demanded to do so;
  - (8) If it passes a resolution to dissolve, reduces capital, or assigns all or an important part of its business; or
  - (9) If there occurs any reasons deemed difficult to perform the Agreement.

#### **Article 15 (Abolition of the Service)**

1. The Provider may abolish the Service in whole or in part and terminate the Admission in whole or in part as of the date of abolition under either of the following circumstances:
  - (1) In case the Provider has given the User at least six (6) months' notice of the abolition date; or
  - (2) In case the Provider is unable to provide the Service due to force majeure events such as natural disaster.
2. If the Provider abolishes the Service in whole or in part under the preceding paragraph, the Provider shall refund to the User any usage fee already paid by the User for those days on which the Provider will not provide the Service on a per diem basis.

#### **Article 16 (Effect of the Termination of the Admission)**

Upon termination of the Admission, the User must immediately return to the Provider any devices, software and the materials related thereto (including copies of all or part of such software and materials, and the same shall apply hereinafter) loaned by the Provider for the use of the Service. Furthermore, the User must delete any software installed on the User's equipment and materials on its own responsibility.

### **Chapter 3: The Service**

#### **Article 17 (The Type and Content of the Service)**

1. The type of Service available to the User and the content thereof (e.g. which optional feature the User opts for) shall be as stipulated in the Admission.
2. The User shall use the Service approving the following matters:
  - (1) The Service may experience faults due to reasons not attributable to the Provider including the cases described in each item of paragraph 1 of Article 33 (Disclaimer) and
  - (2) The Provider shall be exempted from any liability arising in connection with Service faults due to reasons not attributable to the Provider.
3. The following will not be provided to the User unless explicitly added in the Admission:
  - (1) The enquiries relating to software and hardware and responses to troubleshooting;
  - (2) The supply of consumables (e.g. data storage media, toner for printer, printer sheet); and
  - (3) The responses to enquiries relating to the content of and changes to data pertaining to the Service (e.g. the timetable and fare of transport facilities).
4. The Admission of the Service grants the User the right to use the Service, but does not assign to the User any intellectual property rights or other rights associated with the Service.

#### **Article 18 (Usage Territory of the Service)**

Unless provided in the laws in each country or the Agreement, the User will not be subject to restrictions on the usage territory of the Service.

#### **Article 19 (Help Desk)**

The Provider shall establish the help desk described in the appendix and provide the support service to the User under the Agreement.

#### **Article 20 (Subcontracting)**

The Provider may at its discretion entrust a third party with some or all of the operations necessary for provision of the Service to the User. In this case, the Provider shall ensure that third-party subcontractor (hereinafter referred to as "Subcontractor") assumes obligations equivalent to its obligations stipulated in the Agreement (including Article 30 (Handling of Confidential Information) and Article 31 (Handling of Personal Information)).

### **Chapter 4: Usage Fee**

#### **Article 21 (Usage Fee for the Service)**

1. The usage fee for the Service shall be as stipulated in the application form accepted by the Provider under paragraph 1 of Article 9 (Conclusion and others of Admission).
2. The User may be required to pay a license fee (e.g. for a train timetable database) in addition to the usage fee for the Service depending on the type of the Service.

#### **Article 22 (Obligation to Pay Usage Fee)**

1. The User shall pay the usage fee and GST levied thereon for the usage period stipulated in the application form accepted by the Provider under the Agreement. Furthermore, if the User does not complete the payment set forth in this Article, the Provider shall suspend provision of the Service to the User pursuant to the provisions set forth in paragraph 3 of Article 11 (Temporary Interruption and Suspension of the Service).
2. Even if there occur any circumstances not available for the Service due to the interruption and suspension of the Service set forth in Article 11 (Temporary Interruption and Suspension of the Service), the User shall still be required to pay the usage fee and consumption taxes, etc. levied thereon.

#### **Article 23 (Method of Payment of the Usage Fee)**

The User shall pay the usage fee for the Service and consumption taxes, etc. levied thereon in one of the following methods. Furthermore, any transfer fees, overseas remittance fees and any other expenses required for payment in the manner set forth in each of the following items shall be borne by the User.

- (1) In the case of settlement through a bank transfer:  
The User shall remit payment to the Provider or the banking institution in Japan designated by the Provider in the manner specified by the Provider by the date specified by the Provider in accordance with the invoice issued by the Provider.
- (2) Other:  
The User shall make a payment in such a manner as otherwise specified by the Provider.

### **Chapter 5: Obligations, etc. of the User**

#### **Article 24 (Principle of Self-Responsibility)**

1. If the User causes damage to any third party (whether located in Japan or overseas, and the same shall apply hereinafter in this Article) or is subject to any demand such as complaints or damages from a third party, due to reasons attributable to the User in connection with its use of the Service, then it shall resolve the situation on its own responsibility and at its own expense. The same shall apply if the User suffers damage due to the acts of a third party or if the User seeks to make a demand such as complaints or damages against a third party in connection with its use of the Service.
2. Information (content) provided or transmitted by the User involved with the Service is provided on the responsibility of the User and the Provider make no guarantee as to the content (e.g. reliability, accuracy and security) of such information and assume no liability for any damage

caused by such information.

3. If the User intentionally or negligently causes damage to the Provider, the User shall compensate the Provider for any damage caused thereby.

#### **Article 25 (Configuration and Maintenance of Equipment for Use of the Service)**

1. The User shall configure User's equipment in accordance with conditions prescribed by the Provider and shall maintain User's equipment and a usage environment to facilitate its use of the Service on its own responsibility and at its own expense.
2. The User shall connect User's equipment to Equipment for the Service using telecommunications services provided by a telecommunications carrier (Internet connection) on its own responsibility and at its own expense in order to use the Service.
3. The Provider shall not be obliged to provide the Service to the User in the event there are faults with the User's equipment, its Internet connection and/or its Service usage environment.
4. In case the Provider deem necessary for maintenance, operation and technology in connection with the Service, the Provider may engage in the necessary acts including, without limitation, monitoring, analyzing and investigating the information provided or transmitted by the User using the Service.

#### **Article 26 (Auth Key)**

1. Except in the cases provided for in the following paragraph, the User must not disclose to, loan to, or share with any third party its Auth Key and must strictly manage its Auth Key so as not to divulge the same to any third party. The Provider assume no liability for any damage suffered by the User, the User's Partner or any other third party arising out of use of the User's Auth Key by a third party caused by the User's inadequate management or erroneous use of the Auth Key. The Provider deems acts performed using the User's Auth Key as acts performed by the User.
2. The User may allow the User's Partner to use its Auth Key on its own responsibility. In case the User's Partner has used the Service by using the User's Auth Key, the Provider deems the acts done by the customers as acts done by the User and the User shall bear any and all usage fees and other obligations arising from such usage. The User shall also compensate the Provider for any damage suffered by the Provider arising therefrom.
3. The User shall ensure that the User's Partner shall comply with its obligations set for in the Agreement.

#### **Article 27 (Prohibited Acts)**

1. The User shall not engage in any of the following acts in connection with its use of the Service:
  - (1) Acts that infringe or are likely to infringe upon intellectual property rights including, without limitation, copyrights and trademarks held by the Provider or a third party;
  - (2) Acts of tampering with or deleting the content of the Service or information that can be used through the Service;
  - (3) Acts of allowing a third party to use the Service in breach of the Agreement;
  - (4) Acts of retaining data generated using a train timetable database or acts of reusing such retained data (However, the User is not required to obtain a train timetable database each time.);
  - (5) Acts of engaging in the secondary use of data generated by using the Service or acts of reselling such data;
  - (6) Acts in breach of laws and regulations, acts contrary to public order and morals, or acts of causing disadvantage to the Provider or a third party;
  - (7) Acts of discriminating against or defaming the other party or damaging the reputation and credit of the other party;
  - (8) Acts that lead or are likely to lead to crimes such as fraud;
  - (9) Acts of transmitting or posting images, texts and the like that constitute obscene, child pornography or child abuse;
  - (10) Acts of establishing or soliciting participation in a pyramid scheme;
  - (11) Acts of impersonating a third party to use the Service;

- (12) Acts of transmitting or posting harmful computer programs, etc. such as viruses
  - (13) Acts of sending advertising or solicitation e-mails to a third party without permission, or sending e-mail that causes or is likely to cause the third-party recipient to suffer unpleasant feelings (such as hate e-mail);
  - (14) Acts that interfere or are likely to interfere with the use or operation of Equipment for the Service, third-party equipment or Communication Line;
  - (15) Acts of posting links intended to promote an act that the User is aware constitutes a prohibited act listed in any of the preceding items.
2. In the event the User has come to know of occurrence of any act corresponding to any one of the acts listed in the preceding paragraph, or in case the User has decided that such act is likely to occur, the User shall immediately notify the Provider to that effect.
  3. In case the Provider have become aware that the User has engaged in any act corresponding to any one of the acts listed in paragraph 1 in connection with its use of the Service or that information provided by the User is information in connection with any one of the acts listed in paragraph 1, then the Provider may suspend provision of the Service to the User in whole or in part or delete the information in connection with any one of the acts listed in paragraph 1 without prior notice. However, the Provider are under no obligation to monitor the acts of the User or the information provided or transmitted by the User (including through use of the Service deemed as usage by the User).

## **Chapter 6: Obligations, etc. of the Provider**

### **Article 28 (Duty of Care of a Good Manager)**

The Provider shall provide the Service with the duty of care of a good manager during the usage period of the Service set forth in paragraph 1 of Article 12 (Usage Period and Usage fee).

### **Article 29 (Faults in the Equipment)**

1. In the event the Provider have become aware of faults in the Equipment for the Service or Communication Line, the Provider shall notify the User to that effect without delay.
2. In the event the Provider have become aware of any faults in Equipment for the Service, the Provider shall repair or restore such Equipment for the Service without delay.
3. In the event the Provider have become aware of faults in Communication Line, the Provider shall instruct that telecommunications carrier to repair or restore such Communication Line.
4. In addition, in the event any other faults in the Service have occurred, the User and the Provider shall notify the other party to that effect without delay and decide upon the measures to be taken by each party through consultations and each party shall carry out such measures.

## **Chapter 7: Handling of Confidential Information**

### **Article 30 (Handling of Confidential Information)**

1. The User and the Provider shall not disclose or divulge to any third party any information such as technical or business information provided by the other party in connection with the usage or operation of the Service that the other party has designated in writing in advance as being confidential (hereinafter referred to as "Confidential Information"). However, this shall not apply to information for which the other party has approved disclosure in writing in advance or to information that falls under any one of the following items:
  - (1) Information already possessed without being restricted by any obligation of confidentiality;
  - (2) Information duly obtained from a third party without being restricted by any obligation of confidentiality;
  - (3) Information independently developed without reference to the information provided by the other party;



- (4) Information publicly known either before or after receipt thereof through no breach of the Agreement;
- (5) Information provided without indicating it as Confidential Information set forth in this Article.
2. Notwithstanding the provisions set forth in each of the preceding paragraphs, the User and the Provider may disclose Confidential Information in order to comply with demands based on the provisions of laws and regulations or demands from a competent public agency. In this case, the User and the Provider shall notify the other party prior to such disclosure unless it breaches the provisions of the relevant laws and regulations, or in case it is not possible to give prior notice, shall notify the other party promptly after such disclosure.
3. The recipient of Confidential Information shall be liable for the security control of Confidential Information.
4. The recipient of Confidential Information shall be entitled to use, reproduce, or partially modify Confidential Information solely to the extent of the purpose of the usage or operation of the Service. In this case, the User and the Provider shall also handle such reproduced or modified information as Confidential Information pursuant to the provisions set forth in this Article. Furthermore, in case either party needs to extend the scope of the purpose of usage of Confidential Information, it shall obtain prior written approval from the other party.
5. Notwithstanding the provisions set forth in each of the preceding paragraphs, the Provider may disclose Confidential Information to Subcontractors prescribed in Article 20 (Subcontracting) to the extent necessary to entrust operations without prior written approval of the User. However, in this case, the Provider shall impose upon the Subcontractor obligations of confidentiality equivalent to our obligations set forth in this Article.
6. Upon request from the other party, the recipient of Confidential Information must return, erase, or render useable any Confidential Information (including Confidential Information that has been copied or modified under paragraph 4 of this Article) to the other party.
7. The provisions set forth in this Article shall remain in full force and effect for a period of one (1) year following termination of the Service.

#### **Article 31 (Handling of Personal Information)**

1. The User and the Provider shall use personal information (which refers to "personal information" defined in the Act on the Protection of Personal Information, and the same shall apply hereinafter) contained in information such as technical or business information provided by the other party in connection with the usage and operation of the Service solely to the extent of the purpose of the usage or operation of the Service and must not divulge or disclose such Personal Information to any third party. In addition, the User and the Provider shall handle Personal Information in compliance with the relevant laws and regulations including those relating to the protection of personal information
2. The provisions set forth in paragraphs 3 through 6 of the preceding Article (Handling of Confidential Information) shall apply mutatis mutandis to the handling of Personal Information.
3. The provisions set forth in this Article shall survive any termination of the Service.

### **Chapter 8: Compensation for Damages, etc.**

#### **Article 32 (Limitations on Liability for Damages)**

The scope of liability for damages assumed by the Provider to the User, regardless of whether the User's legal claim is based on default, tort or any other cause of action, shall be limited to ordinary damage actually suffered by the User arising directly due to reasons attributable to the Provider or due to breach by the Provider of the Agreement, in connection with the Service or the Agreement, and the liability shall not exceed the amount stated below. However, the User may only seek compensation for damages in the event it has taken any countermeasures to be taken, such as those stipulated in paragraph 4 of Article 29 (Faults in the Equipment) or otherwise. Furthermore, the Provider assume no liability for damages arising due to reasons not

attributable to the Provider, damages arising from special circumstances regardless of whether or not the Provider could foresee such damages, and lost profits:

- (1) The amount pertaining to usage of the Service during the usage period for the past twelve (12) months calculated from the last day (included) of the month prior to the month in which the cause of the damages arose.

### **Article 33 (Disclaimer)**

1. The liability assumed by the Provider in connection with the Service or the Agreement shall be limited to the scope stipulated in the provisions of the preceding Article for any reason whatsoever, and the Provider assume no liability for any damage suffered by the User due to any of the following circumstances regardless of whether the User's legal claim is based on default, tort or any other cause of action:
  - (1) Force majeure events such as natural disasters, riots and public disturbances;
  - (2) Faults in the User's Equipment or in Internet connection used by the User under paragraph 2 of Article 25 (Configuration and Maintenance of Equipment for Use of the Service);
  - (3) Damage resulting from the performance value of the Internet connection service (e.g. response time from Equipment for the Service);
  - (4) Infection of Equipment for the Service with the type of computer viruses for which an antivirus program is not included in the third-party antivirus software that the Provider runs;
  - (5) Unauthorized access or attacks on Equipment for the Service or interception of communications by a third party that the Provider is unable to defend despite fulfilling the duty of care of a good manager;
  - (6) Damage arising due to reasons attributable to the User's failure to comply with procedures and security measures prescribed by the Provider;
  - (7) Damage arising due to reasons attributable to the use of functions and methods not specified in the documents of the Service provided by the Provider;
  - (8) Damage arising due to reasons attributable to faults in telecommunications services provided by telecommunications carriers;
  - (9) Compulsory disposition under Article 218 of the Code of Criminal Procedure (Seizure, Search and Inspection by Warrant) or the Act on Wiretapping for Criminal Investigation, or any other compulsory disposition based on court order or other laws and regulations;
  - (10) Incidents such as the loss or destruction of delivered items in transit not attributable to the Provider;
  - (11) Operations performed by Subcontractors provided that there has been no liability including negligence on the part of the Provider in relation to the appointment and supervision of said Subcontractor, etc.;
  - (12) Errors in information included in the Service (e.g. train timetables, fares, station names, bus stop names and route search result); or
  - (13) Any other reasons not attributable to our company.
2. The Provider assume no liability for any disputes arising between the User and any third party in connection with the User's use of the Service.

(Appendix)

# Service Level Definitions

(mixway API)

Version 1.0

July 1, 2019

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## **1. Purpose of this document**

### **1.1 Scope and Position**

This document defines the level of service provided by Val Laboratory Corporation (hereinafter, "Val Laboratory") to users of the "mixway API" (hereinafter referred to as the "Service").

### **1.2 Premise**

The Service's operating system is built on Amazon Web Services (hereinafter referred to as AWS") and "Ekispert Web Service", and managed and maintained by Val Laboratory.

### **1.3 Effective period of this document**

The document shall be effective for the period of use of the Service stated in the Service "application form."

### **1.4 Management of this document**

The service provider, Val Laboratory, shall create and manage the versions of this document.

## **2. Service Provision Policy**

The basic Service provision policy is set forth below. Val Laboratory will stipulate the provision of the Service based on this policy.

### **(1) Business operation**

Val Laboratory will develop, operate and manage the system and support user development in order to facilitate smooth operation of the Service

### **(2) Continuous operation**

Val Laboratory will repair faults affecting the Service after discussing with users a method of repair that minimizes any suspension to the provision of the service.

### **(3) Facilitation of troubleshooting**

Val Laboratory will conduct various monitoring operations and establish a troubleshooting system to facilitate early fault detection and response.

## **3. Content of the Service Provided**

### **3.1 Application**

Service content:

mixway API

<https://mixway.ekispert.jp/docs/index.html>

Service level:

Users will be notified of changes to specifications that affect functions in use via e-mail or notice posted on the Service website at least 30 days in advance

### 3.2 Help desk

Service details:

Support relating to the use of APIs developed using the Service

Service level:

(1) E-mail support

E-mails accepted 24 hours a day, 365 days a year. \*Responses only on business days.

info@val.co.jp

Language available:

Support language shall be provided only in the Japanese language.

### 3.3 Server

Service details:

Server for the operation of the Service

Service level:

Response time: Within 500 ms 90% of the time (target)

(Excluding increases in route search time due to complex parameter specifications)

\*Environmental delays outside responsibility boundary points are not considered.

### 3.4 Network

Service details:

Configuration related to the network for operation of the target service

Service level:

Line: best effort, redundant configuration

Access restriction by firewall

Other security monitoring

\*In compliance with each AWS SLA and whitepaper

<https://aws.amazon.com/jp/ec2/sla/>

<https://aws.amazon.com/jp/whitepapers/>

\*In compliance with "Ekispert Web Service" operation status

Status page

<http://status.api.ekispert.jp/>

### 3.5 Operation monitoring

Service details:

Monitoring of the target service

Service level:

Alive monitoring of the service and application response monitoring in multiple locations (at one minute intervals), access monitoring by log

### 3.6 Troubleshooting

Service details:

Isolation of faults (software, network) within responsibility boundary points, contact and recovery

## 4. Operation system

### 4.1 Service time:

24 hours a day, 365 days a year. (Excluding planned suspension / regular maintenance)  
\*Excluding AWS and "Ekispert Web Service" fault suspension

- 4.2 Notice of planned suspension / regular maintenance:  
Users will be notified via e-mail or notice posted on the Service website at least 7 days in advance
- 4.3 Upgrade policy:  
Regular version upgrades will be implemented
- 4.4 Fault notice process:  
Users will be notified by the method stipulated by Val Laboratory (e.g. via e-mail or through the posing it on the website)