

Terms and Conditions of Contract for u-DIEX Service

Jan. 1, 2019
TOYOTA SYSTEMS CORPORATION

Chapter 1. General Provisions	
Article 1. Application of Terms and Conditions	4
Article 2. Modification of Terms and Conditions	4
Article 3. Detailed Regulations	4
Article 4. Definition of Terms	4
Chapter 2. Types of u-DIEX Service, etc.	
Article 5. Types of u-DIEX Service	6
Chapter 3. Contract	
Article 6. Unit of Contract	7
Article 7. Conditions for Contract	7
Article 8. Application for Contract	7
Article 9. Acceptance of Application for Contract	7
Article 10. Responsible Person	8
Article 11. Management of User ID and Password	8
Article 12. Term of Contract	8
Article 13. Notification of Changes	8
Article 14. Restriction on Transfer of Rights, etc.	9
Article 15. Succession of Status of Subscriber	9
Chapter 4. Cancellation, Termination and Suspension of Service, etc.	
Article 16. Cancellation	10
Article 17. Termination of Contract by Company	10
Article 18. Temporary Discontinuance of Service	10
Article 19. Suspension of Service	11
Article 20. Restriction on Use of Telecommunications	11
Article 21. Abolishment of Service	11
Chapter 5. Usage Charges	
Article 22. Structure of Usage Charges	12
Article 23. Calculation Method of Usage Charges	12
Article 24. Payment of Usage Charges	12
Article 25. Penalties, etc.	13
Article 26. Interest on Arrears	13
Article 27. Payment Method of Extra Charges, etc.	13
Article 28. Consumption Tax	13
Chapter 6. Subscriber's Duties of Care, etc.	
Article 29. Use of Service	14
Article 30. Prohibited Acts	14
Article 31. Notice to Subscribers, etc.	14
Article 32. Preparation for Equipment, etc.	15
Article 33. Connection with Other Networks	15
Article 34. Contents of License of Supplied Program, etc.	15
Article 35. Handling of Supplied Program	15

Article 36.	Responsibility for Supplied Program	16
Article 37.	Alteration of Contents of Supplied Program	16
Article 38.	Obligations after Completion of Use of Supplied Program	16
Article 39.	Provision of Program Owned by Third Party	16
 Chapter 7. Liability for Damages		
Article 40.	Liability for Damages	17
Article 41.	Indemnification	17
 Chapter 8. Maintenance		
Article 42.	Responsibility for Maintenance by Company	18
Article 43.	Responsibility for Maintenance by Subscriber	18
 Chapter 9. Miscellaneous		
Article 44.	Confidentiality	19
Article 45.	Handling of Personal Information	19
Article 46.	Copyright, etc.	19
Article 47.	Severability	19
Article 48.	Settlement of Disputes	19
Article 49.	Applicable Laws, etc.	19

Chapter 1. General Provisions

(Application of Terms and Conditions)

Article 1. TOYOTA SYSTEMS CORPORATION (hereinafter referred to as the "Company") shall establish the Terms and Conditions of the Contract for the u-DIEX Service (hereinafter referred to as the "Terms and Conditions") under which the u-DIEX Service (hereinafter referred to as the "Service") shall be provided.

2. The Terms and Conditions shall apply to the Company and the Subscriber as defined in Article 4 hereof relating to the use of the Service.

3. The Company shall enter into the Contract for the Service (hereinafter referred to as the "Contract") subject to the condition that the Subscriber will comply with the Terms and Conditions and hereby provide the Service and the supplementary service (excluding those specified by the Company as being excluded in the Terms and Conditions or the Contract).

4. The Company may specify special terms and conditions for each type of the Service and such special terms and conditions shall form part of the Terms and Conditions. However, when there is a conflict between the Terms and Conditions and such special terms and conditions, such special terms and conditions shall prevail.

5. When any provision of the Terms and Conditions is in conflict with laws of Japan and those of any country, it is first subject to the laws of Japan, and then, laws of such country.

6. Some provisions of the Terms and Conditions are restricted by the Telecommunications Business Law (Law No. 86 of 1984) and the terms and conditions specified by telecommunications carriers and the like in Japan and abroad.

(Modification of Terms and Conditions)

Article 2. When any provision in the Terms and Conditions falls under Paragraph 5 or 6 of the preceding Article, the Company may modify such provision without obtaining consent from the Subscriber.

2. When the Company modifies any provision of the Terms and Conditions, the Company shall specify the effective date of such modification and promptly give notice to that effect to the Subscriber.

3. In the case of the preceding paragraph, only when such modification is disadvantageous to the Subscriber, such modification shall become effective for each Subscriber from the day following the date of receipt by the Subscriber of such notice prescribed in the preceding paragraph.

(Detailed Regulations)

Article 3. Detailed regulations necessary for the provision of the Service, which are not specified in the Terms and Conditions, shall be prescribed by the Company.

(Definition of Terms)

Article 4. In the Terms and Conditions, the terms listed in the left column of the following table shall have the meanings as defined in the right column.

Subscriber	Person who has contracted with the Company for the u-DIEX Service
Corporation	Enterprise, group or similar proprietor
Responsible Person	Person who is an employee of the Subscriber designated by the Subscriber and responsible for administrative work required for the use of u-DIEX Service by the Subscriber
User	Person permitted to use the u-DIEX Service (person who has been identified by ID)
Process	Program module permitted to use the u-DIEX Service
Service Owner	Owner of Service that can be used in the u-DIEX Center
Service User	The User or the Process permitted to use the u-DIEX Service by the Service Owner
Corporate Administrator	One or more persons appointed by the Subscriber as administrator(s) of the u-DIEX in the Corporation and whose identities have been notified to the Company
Process Administrator	Person who administers the Process
Store-and-forward-type	File-transfer-type service for one-to-one transmission. Functions such as upload, download, store, delete and information reference are provided.
Web-EDI-type	File-transfer-type service for one-to-many transmission through Web-EDI. Functions such as upload, download, display, input, copy, code conversion, notification, store, delete, information reference and main menu are provided.
u-DIEX Center	File server provided by the Company
Transmitter	The User and the Process which have transmitted data to the u-DIEX Center
Recipient	The Process which has received data from the u-DIEX Center
End User	Person who uses u-DIEX (for CAD) Service and u-DIEX (for general purpose) Service
Partners	Relationship in which information is given or received in the u-DIEX (for general purpose) Service. Partners registration enables Partners to give or receive information.
Communications Package	Communications program which enables users to use functions of the u-DIEX Center specific to the u-DIEX (for general purpose) Service
JNX	Standard communications network connecting industries including automotive industry
JNX Center	Organization which has been set up at the Japan Automobile Research Institute and plays the roles of an administrator, a manager, an arbitrator and a leader of the JNX so that the JNX may function smoothly

Chapter 2 Types of u-DIEX Service, etc.

(Types of u-DIEX Service)

Article 5. The Service provided by the Company shall include the following services.

u-DIEX (for general purpose) Service	Store-and-forward-type service for general purpose where the Company serves as the Service Owner
u-DIEX (for CAD) Service	Store-and-forward-type service for CAD where the Company serves as the Service Owner
Web-EDI Service	Information-disclosure-type service where the Subscriber serves as the Service Owner

2. The list of charges, etc. for each type of the Service shall be as specified in the Appendix 1 (On Use of the Web-EDI Service), Appendix 2 (On Use of the u-DIEX (for general purpose) Service) and Appendix 3 (On Use of the u-DIEX (for CAD) Service).

Chapter 3. Contract

(Unit of Contract)

Article 6. With respect to two types of services prescribed in the 1st and 2nd columns of Paragraph 1 of the preceding Article, one contract shall be concluded for one service.

2. With respect to the Web-EDI Service prescribed in the 3rd column of Paragraph 1 of the preceding Article, one contract shall be concluded for one service which has been set up by the Subscriber as the Service Owner.

(Conditions for Contract)

Article 7. The provision of the Service shall be limited to the access through the network connection service of the Company or a JNX network.

2. The Subscriber shall appoint a Responsible Person.

3. The Subscriber shall subscribe at least one unit of service.

4. The Subscriber of the Web-EDI Service shall appoint one or more Corporate Administrators in the Corporation.

(Application for Contract)

Article 8. When any person intends to apply for the Contract, such applicant shall enter the necessary matters in the application form for the Contract prescribed by the Company and submit it to the Company.

(Acceptance of Application for Contract)

Article 9. The Contract shall come into effect when the Company accepts the application for the Contract provided in the preceding Article. In such case, the Company shall notify the Subscriber of acceptance specifying the commencement date for use.

2. Notwithstanding the preceding, the Company may decline to accept an application for the Contract in any of the following situations:

- (1) when a person who applied for the Contract has fallen under any of the subparagraphs of Paragraph 1 of Article 30 in the past;
- (2) when a person who applied for the Contract has provided false information in the application form of the Contract;
- (3) when a bank account for payment designated by the person who applied for the Contract has been seized by collection agencies or financial institutions;
- (4) when the Subscriber fails or the Company assumes that the Subscriber is likely to fail to perform obligations of other contracts concluded with the Company;
- (5) when the Subscriber's other contracts with the Company have been terminated or other service has been suspended due to the Subscriber's illegal use, etc. in the past;
- (6) when the Company considers that it is extremely difficult, for technical reasons, to accept the application for the Contract;
- (7) otherwise the Company determines that there is any trouble in the operation of the business of the Company.

(Responsible Person)

Article 10. Responsible Person shall take charge of the communication and consultation with the Company and be responsible for the appropriate use of the Service in accordance with the Terms and Conditions.

(Management of User ID and Password)

Article 11. The Subscriber shall not lend, transfer, rename or pledge its user ID, process ID and password to any third party or allow any third party to use them.

2. The Company shall not be liable for any damages suffered by the Subscriber as a result of inadequate management and abuse of user ID, Process ID and password or its use by any third party.

(Term of Contract)

Article 12. The term of contract and the minimum term of use shall be prescribed in the Contract.

2. The minimum term of use of the preceding paragraph shall be one (1) year from the commencement date for use prescribed in Paragraph 1 of Article 9.

3. When the Subscriber cancels the Contract before the expiry of the minimum term of use, the Subscriber shall be deemed to have used the Service for the period from the month following the month that contains the date of cancellation to the month that contains the expiry date of the minimum term of use, and required to pay the usage charges that are calculated by multiplying such number of months by the monthly charges provided below.

(1) When using the Web-EDI Service

Basic charges provided in Paragraph 7 of Appendix 1

(2) When using the u-DIEX (for general purpose) Service

Basic charges of the usage-based charges provided in Paragraph 6 of Appendix 2

(3) When using the u-DIEX (for CAD) Service

When selecting a usage-based charges

Average monthly charges during the six (6) months preceding the month in which the Subscriber has cancelled the Contract.

When selecting a flat-rate type I or II Monthly flat-rate charges

(Notification of Changes)

Article 13. If there is any change in the information provided in the application form, such as name or address, the Subscriber shall promptly notify the Company to that effect in the manner prescribed by the Company.

2. If the Subscriber desires to change the matters prescribed in the following provisions, the Subscriber shall provide notice to that effect to the Company in the manner prescribed by the Company no later than thirty (30) days prior to the proposed date of change.

(1) Change of the contents of the Service

(2) Change of the payment method of the usage charges

(3) Change of the financial institution or the bank account used for bank transfer

(4) Change of matters relating to bank transfer

3. If the Subscriber applies for any change falling under any of the subparagraphs in the preceding paragraph, the Company shall handle it in accordance with Paragraph 1 of Article 9.

4. If the Company accepts the change in accordance with the preceding paragraph, the Company shall, in principle, handle it assuming that the change has taken effect on and after the Subscriber's proposed date of change. However, with respect to subparagraphs (2) and (4) of Paragraph 2, the

commencement date of handling may be changed for the convenience of financial institutions.

(Restriction on Transfer of Rights, etc.)

Article 14. The Subscriber and the Company shall not transfer the Terms and Conditions and any contractual rights or obligations to any third party.

(Succession of Status of Subscriber)

Article 15. When the contractual status of the Subscriber is succeeded by any inheritance or any merger of a corporation, the relevant successor, or the corporation which survives the merger or the corporation which is established by the merger, as the case may be, shall provide notification of such fact in the manner prescribed by the Company, together with documentation proving such succession to the Company within thirty (30) days from the date of succession.

2. In the case of the preceding paragraph, if multiple persons succeed the contractual status, one of them shall be appointed as the representative and the identity of such representative shall be notified to the Company.

3. During the period until the representative provides notification to the Company pursuant to the preceding paragraph, the Company shall treat as the representative any one of the persons who have succeeded the relevant contractual status.

Chapter 4. Cancellation, Termination and Suspension of Service, etc.

(Cancellation)

Article 16 The Subscriber may cancel all or any part of the Contract in the manner prescribed by the Company with thirty (30) days prior notice to the Company even during the term of contract after the end of the minimum term of use. If the period of prior notice is shorter than thirty (30) days, the cancellation shall become effective on the 30th day after the date of the cancellation notice.

2. When the Contract is terminated due to cancellation pursuant to the preceding paragraph, the Subscriber shall pay all debts and liabilities in a lump sum accrued before the date of termination according to the Company's instructions. However, the Subscriber may not claim a refund of usage charges already paid.

3. Any and all of the Subscriber's obligations to the Company hereunder shall survive termination until such obligation is satisfied.

(Termination of Contract by Company)

Article 17. The Company may promptly terminate the Contract without notice or warning if any of the following events should occur:

- (1) if the Subscriber has committed an act falling under any of the subparagraphs of Article 30;
- (2) if the Subscriber has provided false information in the applications or notification to the Company;
- (3) if the Subscriber has delayed payment of its usage charges or failed to pay;
- (4) if the Subscriber has breached any provision of the Terms and Conditions or the Contract;
- (5) if the Company has determined the Subscriber's use of the Service inappropriate;
- (6) if it has been found that the Subscriber has suspended its business for more than one (1) month;
- (7) if any seizure, provisional seizure, provisional disposition or compulsory execution has been filed against the Subscriber;
- (8) if any draft or check has been dishonored;
- (9) if a petition for proceedings of bankruptcy, civil rehabilitation, liquidation or corporate reorganization, etc. has been filed by or against the Subscriber;
- (10) if the Subscriber has been resolved or ceased to exist.

2. When the Contract is terminated pursuant to the preceding paragraph, the Subscriber shall lose the benefit of term with respect to all obligations under the Contract as a matter of course and must promptly pay the full amount of the outstanding obligation to the Company.

3. When the Contract is terminated pursuant to Paragraph 1, the Subscriber shall pay all debts and liabilities in a lump sum relating to the usage charges and the Service accrued before the date of termination of the Contract in the manner instructed by the Company. However, the Subscriber may not claim a refund of usage charges already paid.

(Temporary Discontinuance of Service)

Article 18. The Company may temporarily discontinue the provision of the Service if any of the following events should occur:

- (1) when it is unavoidable in terms of maintenance or works of facilities for the Service by the Company;
- (2) when the Company periodically or urgently performs maintenance of the system for the Service;
- (3) when an emergency situation, including, but not limited to, acts of God and any incident

occurs or is likely to occur;

- (4) when a failure has occurred to the telecommunications facilities installed by the Company or when other unavoidable events have occurred;
- (5) when the Company has determined that it is desirable to temporarily discontinue all or any part of the operation of the Service.

2. When the Company temporarily discontinues the provision of the Service in accordance with the preceding paragraph, the Company shall give prior notice to that effect to the Subscriber. However, this shall not apply when it is urgent or the Company determines it is unavoidable.

(Suspension of Service)

Article 19. The Company may suspend the Subscriber's use of the Service when the Subscriber falls under any of the following subparagraphs:

- (1) when the Subscriber has committed an act falling under any of the subparagraphs of Paragraph 1 of Article 30;
- (2) when the usage charges have not yet been paid in full after the due date;
- (3) when the Subscriber has used the Service in such a manner as the Company considers inappropriate;
- (4) when the Subscriber has violated any provision of the Terms and Conditions or the Contract.

2. When the Company suspends the Subscriber's use of the Service in accordance with the provisions of the preceding paragraph, the Company shall in advance notify the Subscriber of the reasons therefor, starting date and the period of the suspension in the manner prescribed by the Company. However, this shall not apply when it is urgent or the Company determines it is unavoidable.

(Restriction on Use of Telecommunications)

Article 20. When any emergency situation including acts of God and incidents occurs or is likely to occur, the Company shall give priority to communications whose contents are necessary for disaster prevention, securing relief, transportation, communications and electric power supply, or the maintenance of public order in accordance with Article 8 of the Telecommunications Business Law. In such case, the Company may take measures to temporarily discontinue the provision of all or any part of the Service without giving prior notice to the Responsible Person.

2. The Company shall not be liable for any damages suffered by the Subscriber or any other person as a consequence of temporary discontinuance of the provision of the Service in accordance with the preceding paragraph.

(Abolishment of Service)

Article 21. The Company may abolish the provision of all or any part of the Service under some circumstances.

2. The Company shall abolish the provision of all or any part of the Service by giving notice to the Subscriber three (3) months prior to the abolishment of the Service in the manner prescribed by the Company.

Chapter 5. Usage Charges

(Structure of Usage Charges)

Article 22. The usage charges for the Service shall be as specified in the paragraphs of the Lists of Charges of Appendices 1, 2 and 3.

2. With respect to the usage charges for the new service which the Company will provide the Subscriber in the future, the Company shall specify the starting date on which a new system of usage charges is applied, notify the Subscriber in the manner prescribed by the Company and switch to the new system of usage charges after such date of application.

(Calculation Method of Usage Charges)

Article 23. The usage charges shall be calculated on the first day of every month in the way prescribed by the Company based on the Lists of Charges in the Appendices 1, 2 and 3.

2. The Company shall calculate the usage charges for a 1-month period of use (the calendar month in which the actual results of usage has been recorded) starting on the first day of the previous month and ending on the last day of said month (hereinafter referred to as "Previous Month for Use") based on the actual results of usage.

3. The Company may change the actual results of usage of the Previous Month for Use into those of other month for use when it is unavoidable in terms of operation of the business of the Company.

4. The Company shall calculate the monthly usage charges on a per diem basis in the following cases. However, the per diem calculation is applied only to the items specified in the Lists of Charges in the Appendices 1, 2 and 3.

(1) When the provision of the Service has been started on any day other than the first day of a calendar month.

(2) When the provision of the Service has been completed on any day other than the last day of a calendar month.

5. The per diem calculation of the monthly usage charges in accordance with the preceding paragraph shall be made based on the number of calendar days of use.

6. The size of data included in the calculation of the usage charges shall be rounded up to 1KB (1,024 bytes).

7. When any fractions less than one yen result from the calculation of the usage charges, etc., the Company shall round off such fractions.

(Payment of Usage Charges)

Article 24. The Subscriber shall be required to pay the usage charges for the period from the date on which the provision of the Service by the Company to the Subscriber is started to the date on which the Contract is completed.

2. Even when the Service is suspended during the period prescribed in the preceding paragraph in accordance with Article 19, the Subscriber shall be required to pay the usage charges for the period.

3. Unless otherwise specified, the Subscriber shall pay the usage charges in the following month of the month for use.

4. Unless otherwise specified, the Subscriber shall pay the installation charges combine with the first usage charges.

5. The Subscriber shall pay the usage charges, etc. by depositing into the savings account of the financial institution designated by the Company by the due date designated by the Company.

6. Other than the method of payment prescribed in the preceding paragraph, the Subscriber may pay the usage charges, etc. by bank transfer from the Subscriber's savings account to the Company's

savings account.

7. When the usage charges have not been deducted from the bank account for some reason, the Company shall demand that the Subscriber pay in the manner prescribed in Paragraph 5.

8. When the Subscriber pays its usage charges by depositing into the Company's savings account, the Subscriber shall bear the fund transfer charge.

9. Even if termination of the Contract, temporary discontinuance or suspension of the Service, restriction on use of communications or abolition of the Service occurs, the Company shall not refund the Subscriber any of the usage charges already paid.

(Penalties, etc.)

Article 25. When the Subscriber has deliberately attempted to evade payment of the usage charges, etc., the Subscriber shall pay the evaded amount plus the amount equivalent to the evaded amount as a penalty by the date specified by the Company.

2. Even when the Service is temporarily discontinued pursuant to the provisions of Article 18 "Temporary Discontinuance of Service," the calculation of the usage charges for the Service shall be made assuming that the Service has been used.

(Interest on Arrears)

Article 26. If the Subscriber delays payment of the usage charges and other monetary liabilities payable to the Company under the Terms and Conditions and the Contract, the Subscriber shall pay interest on the arrears by the date specified by the Company at an annual rate of 14.5% for the period from the day following the due date to the day preceding the date of actual payment.

(Payment Method of Extra Charges, etc.)

Article 27. The payment of penalties specified in Article 25 "Penalties, etc." and interest on arrears specified in the preceding Article shall be made in the manner prescribed in Paragraph 5 or 6 of Article 24.

(Consumption Tax)

Article 28. When consumption tax and local consumption tax are imposed on the usage charges pursuant to the provisions of the Consumption Tax Law (Law No. 109 of 1994) and their related regulations, the Subscriber shall pay to the Company the prescribed consumption tax and the local consumption tax.

Chapter 6. Subscriber's Duties of Care, etc.

(Use of Service)

Article 29. The Subscriber shall use the Service in accordance with the Terms and Conditions, the Contract, special terms and conditions separately provided for by the Company and other contents which the Company notifies the Subscriber from time to time.

2. The Subscriber shall assume full responsibility for information transmitted through the Service and shall hold the Company harmless from any loss and damage.
3. If the Subscriber causes any damage to other end users or any third party or has any dispute with other end users or any third party, such Subscriber shall settle such dispute at its own expense and responsibility, and shall hold the Company harmless from any loss and damage.

(Prohibited Acts)

Article 30. The Subscriber shall not commit any of the following acts when using the Service:

- (1) any act that infringes or threatens to infringe copyrights or any other rights of other end users, any third party or the Company;
- (2) any act that infringes or threatens to infringe property or privacy of other end users, any third party or the Company;
- (3) any act that causes or threatens to cause disadvantage or damage to other end users, any third party or the Company;
- (4) any act that violates or threatens to violate good public order and morals or any act that provides information which violates good public order and morals to other end users or any third party;
- (5) any criminal act or any act that leads or threatens to lead to criminal act;
- (6) any act that provides information against or threatening to be against the fact;
- (7) any act that obstructs or threatens to obstruct the operation of the Service of the Company;
- (8) any act that impairs or threatens to impair the reputation of the Service;
- (9) any act that uses the user ID and password in an illegal manner, or any act that allows any third party to use them;
- (10) any act that uses or provides any harmful programs such as computer virus through or in relation to the Service;
- (11) any act that alters information available through the Service;
- (12) any act that performs an image-transmitting-type sex-related amusement business, a special business or similar act specified by the laws regulating and correcting entertainment and amusement business;
- (13) any act that violates or threatens to violate the Public Office Election Law;
- (14) any act that violates or threatens to violate laws;
- (15) any other acts that are determined inappropriate by the Company in the light of general knowledge.

(Notice to Subscribers, etc.)

Article 31. All notices required to be given by the Company to the Subscriber under the Terms and Conditions shall be given by e-mail to the e-mail address the Subscriber has submitted to the Company.

2. The Company shall also notify the Subscriber in the manner prescribed in Paragraph 1 if any of the following events should occur:

- (1) Any change in the Terms and Conditions;
 - (2) Provision of new service and functions;
 - (3) Any change in usage charges;
 - (4) Any change in service hours;
 - (5) Temporary discontinuance of the Service;
 - (6) Any change in the conditions and duration of the provision of the Service.
3. The notice by the Company to the Subscriber pursuant to the preceding paragraph shall be deemed to be given on the next day on which such notice is e-mailed by the Company.
4. When the Company deems it necessary, the Company may give notices addressed to the Responsible Person or the Corporate Administrator in the way prescribed in Paragraph 1.

(Preparation for Equipment, etc.)

Article 32. The Subscriber shall, at its own responsibility and expense, make preparations for facilities (communications equipment, software and any other equipment becoming necessary) required to use the Service, conclude the subscriber network agreement, sign-up for the Intranet Service and the like in advance.

(Connection with Other Networks)

Article 33. Handling and usage of the Service may be restricted by the laws of foreign countries and the terms and conditions prescribed by communications carriers in Japan and abroad.

2. When the Subscriber communicates through some other networks in Japan and abroad, the Subscriber shall comply with laws and the terms and conditions prescribed by communications carriers in all countries where communications pass through.

(Contents of License of Supplied Program, etc.)

Article 34. The Subscriber may use a supplied program distributed in package on only one computer.

2. The Subscriber shall not use, copy (excluding installation on a hard disk drive), reproduce, distribute or export the supplied program and the explanatory material (including the manual) in any manner except as provided by the Company.
3. The Subscriber shall not modify the supplied program or merge the supplied program into another computer program.
4. The Subscriber shall not reverse engineering, decompile or disassemble the supplied program.
5. The Subscriber shall not transfer, rent, loan, lease, partially provide and license the supplied program and the explanatory material (including the manual) to any third party.
6. The Subscriber shall not allow any third party to use the supplied program and the explanatory material (including the manual) in any manner other than the manner prescribed in Paragraph 2 or the preceding paragraph.

(Handling of Supplied Program)

Article 35. The Subscriber shall handle the supplied program in accordance with the directions which the Company specifies in the explanatory material.

2. The Subscriber shall use the supplied program solely for the purpose of using the Service and for no other purposes.
3. The Subscriber shall not allow any person, other than the Service Users or a person who handles the supplied program under the control of the Process Administrator (hereinafter referred to as the "Person for Handling"), to handle the supplied program.

4. The Subscriber shall not copy, disclose or leak the contents of the specifications, etc. of the supplied program to any third party without prior written approval of the Company. .

(Responsibility for Supplied Program)

Article 36. The Company shall maintain and manage the supplied program so that the supplied program shall comply with the specifications specified by the Company in order to provide the Service properly and improve the function.

2. However, the Company cannot or do not guarantee or warrant that the operation of the program contained in the supplied program will be uninterrupted or error free or that all defects will be corrected.

(Alteration of Contents of Supplied Program)

Article 37. The Company may at any time change the contents of the supplied program and the explanatory material in order to fulfill the obligations prescribed in Paragraph 1 of the preceding Article.

(Obligations after Completion of Use of Supplied Program)

Article 38. When the Subscriber completes the use of the supplied program, the Subscriber shall return any and all of the supplied program and the explanatory material (including the manual) to the Company without delay in accordance with the instructions by the Company.

(Provision of Program Owned by Third Party)

Article 39. Article 34 or the preceding Article shall also apply to the program and the explanatory material (including the manual) which the Company lawfully obtains from a third party and supplies to the Subscriber under the authority of the Company.

Chapter 7. Liability for Damages

(Liability for Damages)

Article 40. When the Company fails to provide the Service to the Subscriber due to acts of God, incidents or other force majeure events, the Company shall not be liable for any failure of performance to the Subscriber.

2. When the Company fails to provide the Service for reasons attributable to the Company, and the situation in which the Service becomes completely unavailable occurs, and only when such situation continues for 24 hours or more after the Company has become aware of such situation (excluding the periodical suspension the Company separately specifies), the Company shall be liable for damages suffered by the Subscriber.

3. In case of the preceding paragraph, only the usage charges prescribed below for the number of days as calculated by dividing such hours, (only for the hours which are multiples of 24 hours) from the time the Company has become aware of such unavailability and for the time such unavailability continues, by 24 hours shall be deemed to be the damage suffered, and the Company shall be liable for only to the extent of such damages. However, the amount of compensation shall be limited to the amount equivalent to the monthly charges (plus an amount equivalent to the consumption tax).

(1) When using the Web-EDI Service

Basic charges provided in Paragraph 7 of Appendix 1

(2) When using the u-DIEX (for general purpose) Service

Basic charges of the usage-based charges provided in Paragraph 6 of Appendix 2

(3) When using the u-DIEX (for CAD) Service

When selecting a usage-based charges Average monthly charges during the six (6) months preceding the month in which the Service has completely become unavailable.

When selecting a flat-rate type I or II Monthly flat-rate charges

4. When the situation in which the Service becomes completely unavailable occurs for reasons attributable to a Type I telecommunications carrier, the Company shall reimburse the pro rata share of the damages actually suffered by the Subscriber in the total amount of damages incurred by all subscribers who were unable to use the Service, up to the amount of damages chargeable to the Type I telecommunications carrier.

5. Notwithstanding the preceding paragraph, when the Subscriber does not claim damages within one year from the date on which said damages can be claimed, the Subscriber shall lose the right to claim.

(Indemnification)

Article 41. The Company shall not be liable for any damages suffered by the Subscriber for reasons not attributable to the Company.

2. The Company shall not be liable for any direct or indirect losses and damages in connection with the use of the Service by the Subscriber except the cases falling under Paragraph 2 through 4 of the preceding Article.

3. The Company shall not be liable for any damages arising from the use of the Service, damages arising from any special circumstances, whether such damages are foreseeable or not, lost profits, loss of intangibles such as data and program, or other damages based on any claim for damages brought by third parties.

4. The Company shall not be responsible for any explanation, advertisement, etc. in connection with the use of the Service by subscribers or third parties in which the Company is not involved.

Chapter 8. Maintenance

(Responsibility for Maintenance by Company)

Article 42. The Company shall maintain and manage facilities for the Service installed by the Company so as to comply with the Business Use Telecommunications Facilities Regulations (Ministerial Ordinance of the Ministry of Posts and Telecommunications, No. 30 of 1985).

2. When the Company becomes aware that a fault occurs to the facilities of the Company or the Service, or that such facilities are damaged, the Company shall promptly repair the fault and restore the facilities. In such a case, when the Company cannot promptly repair the fault occurred to all Subscribers and restore the facilities, the Company shall repair and restore the facilities in order of precedence to secure highly public communications.

(Responsibility for Maintenance by Subscriber)

Article 43. The Subscriber shall maintain and manage the terminal equipment in good condition so as not to obstruct the provision of the Service by the Company.

2. If the Subscriber finds any fault in the facilities of the Company or in the Service when using the Service, the Subscriber may request the Company to repair or restore them after confirming that no fault exists in the facilities of the Subscriber.

3. With respect to the confirmation pursuant to Paragraph 2, when a request is made by the Subscriber, the Company shall conduct a test in the u-DIEX Center by the method prescribed by the Company and notify the result the Subscriber in the manner prescribed by the Company.

4. As a result of the test pursuant to the preceding paragraph, when it has turned out that the cause of the fault is the terminal equipment, etc. of the Subscriber or the independent telecommunications facilities, etc. installed by the Subscriber, the Company may request the Subscriber to pay the amount required to conduct the test by notifying in advance that the test is charged. In such a case, the Subscriber shall pay the amount charged without objecting to the amount.

Chapter 9. Miscellaneous

(Confidentiality)

Article 44. The Subscriber shall not disclose any business secret of the Company, which has come to the knowledge of the Subscriber in connection with the conclusion or the performance of the Contract under the Terms and Conditions, to any third party.

2. The Company shall keep strictly confidential the business secret of the Subscriber, which has come to the knowledge of the Company in connection with the conclusion or the performance of the Contract under the Terms and Conditions.

(Handling of Personal Information)

Article 45. The Company shall not disclose any personal information of the Subscriber to any third party except where any of the following applies:

- (1) When a prior consent from the Subscriber (including the consent by an e-mail) has been obtained;
- (2) When the disclosure is required by law;

(Copyright, etc.)

Article 46. The Subscriber shall not use any information provided through the Service in any way without obtaining permission from the copyright owner. However, this shall not apply to the use of information by the Subscriber and the end users to the extent permitted as private use by the Copyright Law.

2. The Subscriber shall not allow any third party to use or disclose any information provided through the Service in any way without obtaining permission from the copyright owner.

3. If any issue arises from the Subscriber's violation of the provisions of the preceding paragraph, such Subscriber shall settle the issue at its own responsibility and expense, and hold the Company harmless from any loss and damage.

(Severability)

Article 47. If any provision of the Terms and Conditions shall be held to be invalid, the remaining provisions of the Terms and Conditions shall remain in full force and effect.

(Settlement of Disputes)

Article 48. If any dispute arises between the Subscriber and the Company in relation to the Service, the Subscriber and the Company shall settle such dispute through mutual consultation in good faith.

2. If any dispute cannot be settled through mutual consultation, the dispute shall be submitted to the arbitration of the Nagoya Bar Association in Japan. The award of such arbitration shall be final and binding upon the Company and the Subscriber.

3. The Nagoya District Court shall be the competent court for jurisdiction for only the dispute relating to the effectiveness of arbitration.

(Applicable Laws, etc.)

Article 49. The Terms and Conditions shall be made in Japanese and governed by the laws of Japan. However, if the Subscriber uses the Service in a country other than Japan, the Subscriber must comply with the laws of that country.

Supplementary Provisions No.1

These GTC shall become effective on Oct. 1, 2003.

Supplementary Provisions No.2

These amended GTC shall become effective on Jan. 1, 2019.

On Use of the Web-EDI Service

1. Type of contract relating to the Web-EDI Service
 - 1) There are two types of contracts in the Information-discloser Service.
 - a. Service Owner contract
 - b. User contract
2. Obligations of the Subscriber
 - 1) The Subscriber of the Web-EDI Service shall appoint one or more Corporate Administrators in the Corporation.
 - 2) The Subscriber who set up a service in the Web-EDI Service shall appoint one or more Service Owners in the service.
 - 3) The Corporate Administrators, the Service Owners and the Service Users shall comply with the Terms and Conditions of the u-DIEX Service.
3. Obligations of the Corporate Administrator
 - 1) The Corporate Administrators shall manage the Users and the Process in the Corporation.
 - 2) When multiple Corporate Administrators are appointed, they shall work together to take charge of management and operation prescribed in the preceding subparagraph.
 - 3) When the Company terminates a contract, the Company shall let Subscribers acknowledge that one Corporate Administrator will remain in office and other Corporate Administrators will resign.
 - 4) The Corporate Administrators, at their own responsibility, shall make the contents of notifications from the Company well-known to all members in the Corporation at their own responsibility.
4. Obligations of Service Owner
 - 1) The Service Owner shall approve and manage the applications for the use of service by the Service Users.
 - 2) The Service Owner shall create folders and files and set up access rights below the service top folders.
 - 3) The Service Owner shall manage and operate the Service Users.
 - 4) The Service Owner shall manage and operate the data in the service.
 - 5) When a Service Owner contract is cancelled or terminated, the folders and files below the service top folders shall be deleted.
 - 6) The Service Owner shall properly respond to inquiries and consultations concerning the service from the Service Users.
5. Service Hours
 - 1) The service shall be temporarily discontinued for maintenance of the system during the following hours:
Monday 0:00 am to 6:00 am (Japan Time) every week
 - 2) When the Service is temporary discontinued for purposes other than the periodical

maintenance prescribed in the preceding paragraph, the Company provides prior notice to that effect to the Subscriber no later than one (1) month prior to such discontinuance. However, this shall not apply when it is urgent or the Company determines it is unavoidable.

6. Customer Center

- 1) If you have any question, don't hesitate to contact us (available 24 hours, 365 days a year).
- 2) Please contact us by e-mail or telephone prescribed by the Company.

7. List of Charges

Monthly charges for the Web-EDI Service

	Unit of billing for charges	Unit of billing for excess charges	Payer	Per diem calculation
Basic charges				
Usage charges for u-DIEX	200 yen for one service per User or Process/month		Service Owner or Service User	Not applied
Storage charges (*1)				
Usage-based charges	0.05 yen per kbyte/day		Service Owner or Transmitter	
Flat-rate charges	500 yen per Mbyte/month	100 yen per Mbyte/day	Service Owner	Applied
Others				
Charges for sorting search	100 yen for one service per User or Process/month		Same as the payer of the charges for u- DIEX Service	Not applied
Charges for overseas operation	Amount and unit of billing separately prescribed by the Company		Subscriber	Not applied

(*1)Select either usage-based or flat-rate billing

1) Description of items

a. Basic charges

Usage charges for u-DIEX: Billed for one service in accordance with the number of Users or Processes permitted to use the service.

The payer of the usage charges for u-DIEX Service shall enter the necessary matters in the application form prescribed by the Company and the Service Owner shall submit it to the Company in advance.

b. Storage charges The Subscriber shall select either a usage-based billing or a flat-rate billing.

Usage-based charges: Billed in accordance with the volume of data and the number of days stored by the Service Owner or the Service User.

The payer for the storage charges shall enter the necessary matters in the application form prescribed by the Company and the Service Owner shall submit it to the Company in advance.

Flat-rate charges: Billed in accordance with the contracted disk volume applied by the Service Owner in advance. When the disk volume exceeds the contracted disk volume applied in advance, excess charges are billed on a daily basis.

c. Charges for sorting search

Optional feature

As to whether a sorting search is necessary or not, the Service Owner shall enter the necessary matters in the application form prescribed by the Company and submit it to the Company in advance.

Charges for sorting search shall be billed for one service in accordance with the number of Users or Processes permitted to use the service.

The payer shall be the same as that of the usage charges for u-DIEX Service.

d. Charges for overseas operation

Billed to the overseas locations which uses the Web-EDI Service

8. Effective Date

This Appendix shall become effective on Oct. 1, 2003.

Appendix 2

On Use of the u-DIEX (for general purpose) Service

1. Obligations of the Subscriber

- 1) The Subscriber shall comply with the Terms and Conditions of the u-DIEX Service.
- 2) The Subscriber shall not allow any person, other than the person who uses the "Process" supplied by the Company under the control of the Responsible Person (hereinafter referred to as "Person for Handling"), to handle the Process.
- 3) The Subscriber shall use the "Process" in one contract.

2. Unit of Application

Application shall be made by a corporation or a department which uses the u-DIEX (for general purpose) Service.

3. Partners Registration

- 1) Communications and agreements relating to Partners shall be made by the Subscribers of both Partners.
- 2) Partners registration, alteration of billing and termination of Partners shall be made by the Company in accordance with the application form.
- 3) Prior to making applications for Partners registration, alteration of billing, termination of Partners, deletion of IDs or termination of u-DIEX (for general purpose) Service, the applicants shall obtain approval of the Subscriber of the opposite Partner.
- 4) Partners registration and alteration of billing need applications from both Partners. Notification of completion of registration shall be sent to both Partners after the Company confirms the contents of applications from both Partners.
- 5) As for termination of Partners, either Partner shall apply to the Company. Partners registration shall be terminated by such application from either Partner. Notification of termination of Partners shall be sent to both Partners.
- 6) Deletion of IDs and termination of the u-DIEX (for general purpose) Service shall be made by the application from either Partner. In such case, Partner registrations to all Partners related to IDs to be deleted shall be terminated. Notification of such termination of Partner shall be sent to both Partners.

4. Service Hours

- 1) The service shall be temporarily discontinued for maintenance of the system during the following hours:
Monday 0:00 am to 6:00 am (Japan Time) every week
- 2) When the Service is temporary discontinued for purposes other than the periodical maintenance prescribed in the preceding paragraph, the Company provides prior notice to that effect to the Subscriber no later than one (1) month prior to such discontinuance. However, this shall not apply when it is urgent or the Company determines it is unavoidable.

5. Customer Center

- 1) If you have any question, don't hesitate to contact us (available 24 hours, 365 days a year).
- 2) Please contact us by e-mail or telephone prescribed by the Company.

6. List of Charges

Monthly charges for the u-DIEX (for general purpose) Service

	Unit of billing for charges	Unit of billing for excess charges	Payer	Per diem calculation
Usage-based charges				
Basic charges	2,000 yen for one contract/month		Subscriber	Not applied
Transmission charges	2.75 yen/Kbyte		Transmitter or Recipient or half- and-half	
Maintenance charges for communications package (*1)	3,000 yen for one package/month		Subscriber	Not applied
Other charges				
Storing charges	0.10 yen per Kbyte/day		Recipient	
Charges for overseas operation	Amount and unit of billing separately prescribed by the Company		Subscriber	Not applied

(*1) Updated version of the transmission package for the DIEX (for general purpose) Service

1) Description of items

a. Usage-based charges

Basic charges: Monthly basic charges for u-DIEX (for general purpose) Service

Users who use both the DIEX (for general purpose) Service and the u-DIEX (for general purpose) Service shall be exempt from paying this basic charges. However, such exemption shall be applied only to users who have switched from the DIEX (for general purpose) Service to the u-DIEX (for general purpose) Service.

Transmission charges: Billed to the specified payer in accordance with the volume of transmitted or received data when such data is transmitted (uploaded) to the u-DIEX Center. The payer of transmission charges shall enter the necessary matters in the application form prescribed by the Company and submit it to the Company in advance.

Maintenance charges of communications package: Charges necessary for dealing with failures and changing the communications package to comply with the platform

b. Storing charges

Billed in accordance with the number of days exceeding the days (15 days) during which data is stored free of charge in the u-DIEX Center

c. Charges for overseas operation

Billed to the overseas locations which uses the u-DIEX (for general purpose) Service

7. Effective Date

This Appendix shall become effective on Oct. 1, 2003.

Appendix 3.

On the Use of the u-DIEX (for CAD) Service

1. Obligations of the Subscriber

- 1) The Subscriber shall comply with the Terms and Conditions of the u-DIEX Service.
- 2) The Users shall be limited to the persons who have been registered in the All Toyota Security Center (or the Toyota Security Center for persons belonging to Toyota Motor Corp.).
- 3) Users shall be e-mailed.
- 4) Location managers who manage their locations and general users who belong to the locations shall register themselves by the application forms prescribed by the Company and only those who have been registered can use the Service.
- 5) The Subscriber shall use the "Process" in one contract.
- 6) Persons who establish communications with other persons through the u-DIEX (for CAD) Service shall acknowledge by the prescriptions in the application forms in advance that the following information will be disclosed to all users of the Service.
 - Name of the Corporation, Code of the Corporation, Name of the Location, Code of the Location, Name/Telephone Number/Fax Number/E-mail of the Location manager
 - In case a transmitter designates the user ID of the location as the receiving party, information about whether or not the user exists in the location.
- 7) Persons in the preceding subparagraph acknowledge in advance that the following information of the transmitter will be notified to the recipient.
 - Code of the Corporation, Code of the Location, Name of the Transmitter, User ID of the Location of the Transmitter

2. Unit of Application

- 1) Application shall be made by a corporation or a department which uses the u-DIEX (for CAD) Service and the unit shall be called the location for giving or receiving data.

3. Service Hours

- 1) The service shall be temporarily discontinued for maintenance of the system during the following hours:
Monday 0:00 am to 6:00 am (Japan Time) every week
- 2) When the Service is temporary discontinued for purposes other than the periodical maintenance prescribed in the preceding paragraph, the Company provides prior notice to that effect to the Subscriber no later than one (1) month prior to such discontinuance. However, this shall not apply when it is urgent or the Company determines it is unavoidable.

4. Customer Center

- 1) If you have any question, don't hesitate to contact us (available 24 hours, 365 days a year).
- 2) Please contact us by e-mail or telephone prescribed by the Company.

5. List of charges

Monthly Charges for u-DIEX (for CAD) Service

1) Usage-based charges

	Unit of billing for charges	Payer	Per diem calculation
Usage-based charges	0.25 yen/Kbyte	Transmitter or Recipient or half-and-half	

2) Flat-rate charges I

Transmitted volume	Unit of billing for charges	Payer	Per diem calculation
More than 1,000,000Kbyte – 1,000,000Kbyte or less	250,000 yen	Subscriber	Not applied
More than 2,000,000Kbyte – 3,000,000Kbyte or less	400,000 yen		
More than 3,000,000Kbyte – 6,000,000Kbyte or less	550,000 yen		
More than 6,000,000Kbyte – 9,000,000Kbyte or less	1,100,000 yen		
More than 9,000,000Kbyte – 12,000,000Kbyte or less	1,600,000 yen		
More than 12,000,000Kbyte – 15,000,000Kbyte or less	1,900,000 yen		
More than 15,000,000Kbyte – 18,000,000Kbyte or less	2,200,000 yen		
More than 18,000,000Kbyte – 21,000,000Kbyte or less	2,500,000 yen		
More than 21,000,000Kbyte – 24,000,000Kbyte or less	2,800,000 yen		
More than 24,000,000Kbyte – 100,000,000Kbyte or less	Separately consulted between the Subscriber and the Company		

3) Flat-rate charges II

Transmitted volume	Unit of billing for charges	Payer	Per diem calculation
More than 100,000,000Kbyte – 150,000,000Kbyte or less	25,000,000 yen	Subscriber	Not applied
More than 150,000,000Kbyte – 300,000,000Kbyte or less	30,000,000 yen		
More than 300,000,000Kbyte	Separately consulted between the Subscriber and the Company		

4) Other charges

	Unit of billing for charges	Unit of billing for excess charges	Payer	Per diem calculation
Storing charges	0.10 yen per Kbyte/day		Recipient	
Charges for overseas operation	Amount and unit of billing separately prescribed by the Company		Subscriber	Not applied

5) Description of Items

a. Application

When the transmitted volume in a month is 100,000,000Kbyte or less, the usage-based charges are applied and when the transmitted volume in a month is more than 1Gbyte, the flat-rate charges are applied automatically.

However, when the Subscriber applies, the flat-rate charges II can be applied. When the transmitted volume in a month is 100,000,000Kbyte or less, the usage-based charges are applied.

b. Usage-based charges

Billed to the specified payer in accordance with the volume of transmitted or received data when such data is transmitted (uploaded) to the u-DIEX Center. However, when data is transmitted to multiple recipients at a time, charges shall be billed for the volume of data corresponding to the total volume when such data is separately transmitted to each recipient. Except when the Transmitter bear the cost of installation charges, the payer of the transmission charges shall enter the necessary matters in the application form prescribed by the Company and submit it to the Company in advance.

c. Flat-rate charges I and II

The total volume of transmitted and received data when such data is transmitted (uploaded) to the u-DIEX Center in a month shall be the transmission volume of use. However, when data is transmitted to multiple recipients at a time, charges are billed for the volume of data corresponding to the total volume when such data is separately transmitted to each recipient. The payer of the transmission charges shall be the same as the payer of the usage-based charges.

d. Storing charges

Billed in accordance with the number of days exceeding the days (15 days) during which data shall be stored free of charge in the u-DIEX Center

e. Charges for overseas operation

Billed to the overseas locations which uses the u-DIEX (for CAD) Service

6. Effective Date

This Appendix shall become effective on Oct. 1, 2003.