

GalnetCloud Terms of Service

Effective date: November 7, 2025

Article 1 (Application)

1. These Terms are intended to set forth the terms and conditions for the provision of the Services and the rights and obligations between the Company and the Customer with respect to the use of the Service, and shall apply to all matters relating to the use of the Services between the Customer and the Company.
2. In the event of any conflict or inconsistency between these Terms and any descriptions, etc. of the Services outside of these Terms, the provisions of these Terms shall prevail.

Article 2 (Definitions)

For the purpose of these Terms, the following terms shall have the meanings ascribed to them below.

- (1) "Service Agreement" means the agreement for the use of the Services entered into between the Company and the Customer subject to the terms and conditions set forth in these Terms and the contents of the quotation and order form for the Services (hereinafter, the "Agreement Documents").
- (2) "the Company" means IMV CORPORATION.
- (3) "the Services" means the service whereby the seismometers installed by the Customer (which the Customer purchased or leased from the Company) transmit acquired data to the Company, and the Company analyzes and returns the results to the Customer. Such services are collectively referred to as "GalnetCloud" (the Services include any modified service in the event the name or contents of the Services is changed for any reason). The details of the Services are set forth in Article 4 (Contents and Fees of the Services).
- (4) "Cloud Service" means the service provided on the website operated by the Company whose domain is "imv-galnetcloud.com" (including any modified website in the event the domain or contents of the Company's website is changed for any reason), and the general information system for the provision thereof.
- (5) "User Account" means the authentication information required to log in to the Cloud Service and use the website.
- (6) "Communication Unit" means the seismometers installed by the Customer and the set of equipment, including an IoT gateway, for transmitting and receiving data between the seismometers and the Cloud Service.
- (7) "Device" means a device in general that has connectivity with the Communication Unit designated by the Company.
- (8) "the Customer" means a corporation or other organization registered as the organization using the Services by concluding a use agreement in accordance with Article 8 (Commencement of Use).

(9) "User" means an individual registered as a user of the Services within the Customer's organization in accordance with Article 8 (Commencement of Use).

(10) "Customer Identification Data" means data for the Company to identify the Customer and the User, such as the Customer's name, address, and telephone number as well as the User's name, department name, title, and email address, which are registered in the process of Article 8 (Commencement of Use).

(11) "Location Data" means the three-dimensional data consisting of latitude, longitude, and height from the ground surface on a map specified by the Company to identify the installation location of the seismometers, which is registered by the Company upon the request of the Customer in the process of Article 8 (Commencement of Use).

(12) "Observation Data" means the data measuring seismic motion acquired by the seismometers and the Devices (hereinafter, "Seismic Observation Data") and the data whose waveform is generated based on the Seismic Observation Data (hereinafter, "Seismic Waveform Data").

(13) "Device Status Data" means data representing the operating status such as current and voltage of the seismometers and the Devices installed by the Customer.

(14) "Analysis Data" means data that the Company has processed based on the Customer Identification Data, Location Data, and Observation Data.

Article 3 (Service Provision Area)

The provision area of the Services shall be an area where it is physically possible for the Communication Unit to transmit and receive Observation Data to and from the Cloud Service and where such transmission is legal.

Article 4 (Contents and Fees of the Service)

1. The specific content of provision, standard price, terms of provision, and unit of provision of the Services shall be stipulated separately in the quotation.
2. The Company may add, change, or delete all or part of the contents and functions of the Services when deemed necessary, and the Customer acknowledges and agrees to this in advance.

Article 5 (Payment)

1. The usage fees and payment method for the Services shall be as stipulated separately in the quotation and order form.
2. The Company shall send an invoice to the Customer based on the order form. The Customer shall pay the said amount by the payment date stated in the invoice, using the method specified by the Company.
3. The Company may change the usage fees for the Services by notifying the Customer one (1) month

in advance. In this case, the revised fees shall apply from the date separately designated by the Company.

Article 6 (Measures for Non-Payment of Usage Fees)

1. If the Customer delays the payment of all or part of the usage fees for the Services or any other monetary obligations owed to the Company, the Company may suspend the provision of all or part of the Services.
2. Even if damage is incurred by the Customer due to the measure taken under the preceding paragraph, the Customer may not make any claim for damages or any other claim against the Company.

Article 7 (Default Interest)

If the Customer fails to pay the debt based on the invoice, the Customer shall pay default interest to the Company at a rate of 14.6% per annum on the amount due, from the day following the due date until the completion of payment.

Article 8 (Commencement of Use)

1. A corporation or other organization that wishes to use the Services shall apply by completing the necessary information on the application form designated by the Company and submitting it to the Company.
2. The Service Agreement shall be concluded between the Company and the said corporation or other organization when the Company approves the application in the preceding paragraph and notifies the corporation or other organization wishing to use the Services to that effect. In this case, the Company shall provide the Customer with the User Account for the User based on the contents entered in the application form.

Article 9 (Notification Obligation)

The Customer shall promptly notify the Company if there is any change in the company name, address, or other matters entered in the application form to the Company, or if there is a succession of status due to merger, company split, business transfer, etc..

Article 10 (Termination of Use During the Term)

1. The Customer may terminate the use of the Services during the term of the agreement even before the expiration of the term of the agreement by notifying the Company in writing one month prior to the date on which the Customer intends to terminate the use of the Services.
2. Even if the use of the Services is terminated before the expiration of the usage period, the Company shall not refund the usage fees to the Customer regardless of the reason.

3. Upon termination of the use of the Services, the Customer shall return the entire set of equipment leased from the Company among the Communication Units to the Company. In this case, all costs related to the return shall be borne by the Customer.

4. Even after the termination of the use of the Services, the Company shall retain the Customer's Customer Identification Data, Location Data, Observation Data, and Device Status Data without deleting them for the purpose of checking the usage history of the Services. The Company may retain the Location Data, Observation Data, and Analysis Data and use them as statistical data in a form where the Customer's name is not identifiable.

Article 11 (Managing User Accounts)

1. When using the Services, the Customer shall manage and give access to the User Account for the User with strict care, and shall not grant the User Account or allow the use of it to any third party other than the User.

2. Even if the User Account for the User is used by a third party other than the User, the Company may deem such use to have been made by the Customer, and shall not be liable for any damage that may be caused to the Customer as a result.

3. The Company may suspend the Customer's use of the User Account for the User without notifying the Customer if unauthorized use of the Services is suspected. The Customer acknowledges and agrees to this in advance, and the Company shall not be liable for any damage that may be caused to the Customer as a result.

Article 12 (Customer's Management Responsibility for Users)

The Customer must ensure that its Users comply with the matters set forth in the following items when they use the Services.

(1) Not to perform any act that violates the prohibitions or restrictions stipulated in the Agreement Documents and in the explanatory materials for the Services provided by the Company to the Customer.

(2) Not to perform any act that violates or is likely to violate domestic or foreign laws and regulations or ordinances enacted by local governments, or any act that promotes them.

(3) Not to perform any act that infringes or is likely to infringe upon the rights (including intellectual property rights such as copyrights) of the Company or a third party.

(4) Not to perform disassembly, decompilation, or reverse engineering of the information system constituting the Services, or any other act that analyzes the source code, structure, ideas, etc. of the information system.

(5) Not to perform any act such as reproducing, transmitting, assigning, lending, translating, adapting, or modifying the information system constituting the Services, or combining it with other software.

(6) Not to perform any unauthorized access to the Cloud Service, cracking, attacking, virus

transmission, or any other act that impedes or is likely to impede the operation of the Services.

(7) Not to perform any act of using the Services by impersonating a third party.

(8) Not to perform any act of copying, distributing, lending, leaking to a third party, or leasing the User Account, or setting up security interests on it.

(9) Not to perform any other act that violates or is likely to violate public order and morals, or any act that the Company deems inappropriate and notifies to that effect.

Article 13 (Suspension, Modification, Interruption, and Termination of the Services)

1. The Company may suspend the Customer's use of the Cloud Service without prior notice to the Customer if any of the reasons listed in the following items occurs.

(1) When the Company determines that the Customer has violated or is likely to violate the Agreement Documents.

(2) When the Company determines that a significant load is applied or a significant failure is caused to the Cloud Service by the Customer, which affects or is likely to affect the Company's provision of the Services.

(3) Other reasons for which the Company determines that the manner of the Customer's use of the Cloud Service, etc., is inappropriate.

2. The Company may modify or interrupt all or part of the Services without prior notice to the User if any of the following applies.

(1) When the provision of the Services becomes impossible due to a failure of a service provided by a third party outside the Company (telecommunication carrier, cloud service provider, etc.) that constitutes the information system related to the provision of the Services.

(2) When emergency inspection or maintenance work on the information system related to the provision of the Services is performed.

(3) When the provision of the Services becomes impossible due to a failure of the information system or communication, malfunction, excessive concentration of access, unauthorized access, hacking, etc., caused by reasons not attributable to the Company.

(4) When the data processing speed of the Cloud Service declines or a failure occurs to the Cloud Service due to access overload or other unforeseen factors.

(5) When the operation of the Services becomes impossible due to force majeure such as an earthquake, lightning strike, fire, storm and flood damage, power outage, or other natural disasters.

(6) Other cases where the Company determines that modification or interruption is necessary.

Article 14 (Termination of These Terms, etc.)

1. If the Customer falls under any of the following items, the Company may specify a reasonable period and demand correction from the Customer, and if correction is not made within the said period,

the Company may terminate all or part of the Service Agreement.

(1) When the Customer commits a wrongdoing, fails to comply with the Company's instructions, or obstructs the performance of duties by the Company's employees.

(2) In addition to the case set forth in the preceding item, when the Customer violates the Agreement Documents.

2. If the Customer falls under any of the following items, the Company may terminate all or part of the Service Agreement without any notice or demand.

(1) When the Customer receives an order of revocation or suspension of business from a supervisory authority.

(2) When an application for seizure, auction, provisional seizure, or provisional disposition is filed by a third party.

(3) When a decision to commence bankruptcy, special liquidation, civil rehabilitation proceedings, company reorganization proceedings, etc. is made, or when an application for any of these is filed.

(4) When the Customer receives a disposition for non-payment of taxes and public dues.

(5) When the Customer dishonors a bill or check or receives a disposition of suspension of bank transactions.

(6) When reasons such as suspension of payment or inability to pay debts occur.

(7) When the Customer is dissolved (including by merger) or assigns all or part of its business to a third party.

(8) When the shareholding structure fluctuates by more than 50%, or when other facts occur that significantly affect the company's control.

(9) In addition to the cases listed in items 1 through 8 of this paragraph, when the financial condition is found to have deteriorated.

(10) Other cases where there is a material breach of trust that makes it difficult to continue the Service Agreement.

3. In addition to the provisions of the preceding two paragraphs, if the Customer delays the payment of the usage fees for the Services even once and fails to pay even after the Company demands payment within a reasonable period, the Company may terminate all or part of the Service Agreement.

4. Termination based on the preceding paragraphs shall not preclude the Company's claim for damages against the Customer.

Article 15 (Entrustment)

1. The Company may entrust all or part of the operations related to the provision of the Services to a third party.

2. The Company shall impose obligations equivalent to the obligations borne by the Company under the Agreement Documents on the entrusted party.

Article 16 (Handling of Data)

The Company shall handle the Customer Identification Data, Location Data, Device Status Data, and Analysis Data defined in Article 2 (Definitions) as follows.

- (1) The Company shall use the Customer Identification Data only for identifying the Customer and the User, checking usage history, and communicating various messages regarding the use of the Company's services, and shall not use it for any other purpose without the Customer's permission.
- (2) The Company may use the Device Status Data for checking the Customer's usage history, diagnosing the soundness of the owned Devices, and proposing Device maintenance to the Customer.
- (3) The Company may publicly disclose the Analysis Data in a form that does not identify the User.

Article 17 (Confidentiality)

The Company and the Customer shall hold any commercial or technical information disclosed by the other party as confidential and information concerning the Agreement Documents (hereinafter, "Confidential Information") confidential and shall not disclose or leak the Confidential Information to a third party without the other party's prior written consent. However, information falling under any of the following items does not constitute Confidential Information.

- (1) Information that one party independently possessed without an obligation of confidentiality at the time of disclosure by the other party.
- (2) Information that was already publicly known at the time of disclosure by the other party.
- (3) Information that without fault of their own became publicly known after disclosure by the other party.
- (4) Information lawfully obtained from a third party without an obligation of confidentiality.
- (5) Information independently developed without relying on the information disclosed by the other party.
- (6) Information required to be disclosed based on laws, regulations, court decisions or orders, or orders, etc. from duly authorized organizations (provided, however, that the other party is notified prior to disclosure).

2. The party that received the Confidential Information (hereinafter, "Receiving Party") shall promptly return or destroy the said Confidential Information at its own option and expense, upon written request from the party that disclosed the Confidential Information (hereinafter, "Disclosing Party").

3. If requested by the Disclosing Party, the Receiving Party shall promptly following the request submit a document certifying that the Receiving Party's obligations under the preceding paragraph have been performed.

Article 18 (Disclaimers)

1. The Company shall not be liable for any damage that may have been incurred by the Customer or any other third party due to the Company's inability to provide the Services resulting from the reasons falling under Article 13 and those in the following items.

(1) Reasons attributable to the environment of the User utilizing the Cloud Service (terminal failure, communication failure, etc.).

(2) Reasons attributable to the environment of the Customer where the Communication Unit is installed (power outage, etc.).

(3) Reasons attributable to the fact that the location where the Customer installed the seismometers was different from the location indicated by the Location Data.

(4) Reasons attributable to the Customer's act including changing the Communication Unit's installation location or connected Devices, adding equipment to the connection, modifying the Communication Unit, or installing additional software or performing version upgrades to the Communication Unit without the Company's permission.

(5) Reasons attributable to the fact that when the location where the Customer installed the equipment is outside Japan, the transmission and reception between the Communication Unit and the Cloud Service is impossible or illegal due to physical limitations or legal restrictions imposed by the authorities governing that location.

(6) Other reasons attributable to the Customer.

2. The Company makes no warranty regarding the results arising from the Customer's use of the Services or the results of any act performed using the Services, and shall not be held responsible in any way to the Customer, regardless of the reason.

3. The Customer shall resolve any disputes or other issues arising between itself and other Customers or third parties in connection with the use of the Services at its own responsibility and expense.

Article 19 (Warranties and No-warranties)

1. The Company warrants that no arbitrary changes have been made to the Customer Identification Data, Location Data, Observation Data, Device Status Data, and Analysis Data between the Cloud Service and the provision point to the Customer's Communication Unit.

2. The Company makes no warranty of any kind to the Customer regarding the Analysis Data including those regarding suitability for a particular purpose, merchantability, accuracy, completeness, usefulness, or non-infringement of intellectual property rights.

3. The Company does not warrant any service level regarding the data processing speed, quality, etc. in the provision of the Services.

Article 20 (Limitation of Liability)

If the Customer or the Company violates the Agreement Documents or causes damage to the other

party regarding the Services, the party that caused the damage shall be liable to compensate for that damage (including attorney's fees). However, the Company's liability for damages concerning the Services shall be limited to direct and general damages excluding indirect damages such as lost profits and loss of business opportunities, and the total amount shall be capped at the total amount of usage fees actually received by the Company from the Customer during the three months preceding the date on which the cause for damages arose.

Article 21 (Amendment to the Agreement Documents)

The Company may amend a part of the Agreement Documents by notifying the Customer three (3) months in advance.

Article 22 (Communication/Notices)

1. Inquiries concerning the Services and other communications or notices from the Customer to the Company, and notices regarding amendments to the Agreement Documents and other communications or notices from the Company to the Customer, shall be made by the method prescribed by the Company.
2. If the Company makes communication or gives notice to the email address or other contact information included in the Customer Identification Data, the Customer shall be deemed to have received such communication or notice.

Article 23 (Assignment of Status under the Service Agreement, etc.)

The Customer may not assign the status under the Service Agreement, or all or part of the rights or obligations under the said agreement, to any other party without the Company's prior written consent.

Article 24 (Severability)

Even if a part of the Agreement Documents or a certain provision is declared unenforceable or invalid by a court or other tribunal with competent jurisdiction, the validity of the other parts or provisions of the Agreement Documents shall not be affected in any way.

Article 25 (Term of Agreement)

1. The term of the Service Agreement shall be one (1) year from the commencement date of the term stipulated in the application form defined in Article 8, Paragraph 1. If neither party requests the termination of the Service Agreement one (1) month prior to the expiration of the term, the agreement shall be automatically extended for one (1) year under the same conditions, and the same shall apply thereafter. However, if the Company terminates the provision of all or part of the Services upon the expiration of the term, the Company shall notify the Customer one year prior to the date of expiration of the said term.

2. Even if the Service Agreement is terminated, the provisions of this Article, Article 7 (Default Interest) , Article 10 (Termination of Use) (excluding Paragraph 1) , Article 16 (Handling of Data) , Article 17 (Confidentiality) , Article 18 (Disclaimers) , Article 20 (Limitation of Liability) , Article 24 (Severability) , Article 26 (Exclusion of Anti-Social Forces) , Article 27 (Entire Agreement) , Article 28 (Consultation) , and Article 29 (Governing Law and Jurisdiction) shall remain in full force and effect.

Article 26 (Exclusion of Anti-Social Forces)

1. If it is found that the Customer falls under the category of Anti-Social Forces (meaning organized crime groups, members of organized crime groups, persons who were members of organized crime groups within the past 5 years, quasi-members of organized crime groups, companies related to organized crime groups, corporate racketeers, groups conducting criminal activities under the pretext of social campaigns, or crime groups specialized in intellectual crimes, and other similar persons; the same applies hereinafter), or has any of the relationships set forth in the following items with Anti-Social Forces, the Company may terminate the Service Agreement without any notice or demand.

- (1) When Anti-Social Forces are considered to control the management of the Customer.
- (2) When Anti-Social Forces are considered to be substantially involved in the management of the Customer.
- (3) When the Customer is considered to have used Anti-Social Forces unjustly for purposes such as promoting illegal interests of itself or a third party or causing damage to a third party.
- (4) When the Customer is considered to be involved in providing funds, etc. or conveniences to Anti-Social Forces.
- (5) When any officer or person substantially involved in the management of the Customer has a relationship with Anti-Social Forces that is socially reprehensible.

2. If the Customer performs any of the acts set forth in the following items by itself or through a third party, the Company may terminate the Service Agreement without any notice or demand.

- (1) Violent demanding acts.
- (2) Unreasonable demanding acts exceeding legal responsibility.
- (3) Use of threatening language or acts of violence regarding a transaction.
- (4) Spreading rumors or using deception or force to damage the Company's credibility or obstruct the Company's business.
- (5) Any other act equivalent to the preceding items.

3. The Customer acknowledges and agrees to be responsible to the Company for the matters set forth in the following items:

- (1) The Customer warrants that the Customer or the Customer's subcontractor or entrusted party (including all parties if the subcontracting or entrustment agreement is multi-layered; the same applies

hereinafter) does not fall under Paragraph 1, and warrants that they shall not fall under the same paragraph or any item of Paragraph 2 in the future.

(2) If it is found after the conclusion of the contract that the Customer's subcontractor or entrusted party falls under the preceding item, the Customer must immediately terminate the contract or take measures for the termination of the contract.

(3) If the Customer violates the provisions of the preceding items, the Company may terminate the Service Agreement.

4. The Customer acknowledges and agrees to the matters set forth in the following items:

(1) If the Customer or the Customer's subcontractor or entrusted party receives undue interference such as an unreasonable demand or obstruction of business from Anti-Social Forces, the Customer shall refuse it or have the subcontractor or entrusted party refuse it. Furthermore, the Customer shall promptly report the case of undue interference to the Company at the time it occurs and shall cooperate as necessary with the Company in notifying investigative authorities and by reporting to the Company.

(2) If the Customer violates the provisions of the preceding item, the Company may terminate the Service Agreement without any notice or demand.

5. In the event the Company terminates the Service Agreement pursuant to the provisions of any paragraph of this Article, the Company shall not be required to compensate the Customer for any damage that may be incurred by the Customer. Furthermore, if damage is caused to the Company due to such termination, the Customer shall compensate the Company for that damage.

Article 27 (Entire Agreement)

The Agreement Documents constitute the entire and exclusive agreement of the parties with respect to the subject matter contained therein, and supersede all prior agreements, understandings, or discussions existing between the parties.

Article 28 (Consultation)

Any doubt concerning the interpretation of these Terms or any matter not stipulated in these Terms shall be resolved through good-faith discussions between the Company and the Customer.

Article 29 (Governing Law and Jurisdiction)

1. The governing law concerning the formation, validity, performance, and interpretation of these Terms shall be the laws of Japan.

2. All disputes, controversies or differences arising out of or in connection with these Terms must first be submitted for arbitration administered by The Japan Commercial Arbitration Association (JCAA). The place of arbitration shall be Tokyo. The language of arbitration shall be Japanese