

ShuHaRi Software Terms and Conditions

Please carefully read this ShuHaRi Software Terms and Conditions (hereinafter referred to as "Terms" or "License Agreement") shall apply to Customer's use of Software (hereinafter defined). The Customer shall be authorized to use the Software only after consenting to any and all provisions of this Terms by means of clicking the icon "Acceptance". If Customer does not consent to any and all provisions of this Terms, Customer's use of the Software shall not be authorized. If Customer does not consent thereto, Customer is required to terminate access to this website (<https://shuhari.juki.co.jp/>) immediately. Accessing and logging in to this website shall be deemed to constitute the start of use of the Software, and the Customer shall be deemed to have consented to any and all provisions of this Terms.

Article 1 (Definitions)

The following terms used herein shall mean the followings, respectively:

- (1) "Company" and/or "JUKI" shall mean JUKI Corporation, a duly organized and existing under the laws of Japan with its principal place of business at 2-11-1 Tsurumaki, Tama-shi, Tokyo, Japan.
- (2) "Software" shall include (a) the specific software (name: JUKI-ShuHaRi Cloud) to be provided by Company and (b) ShuHaRi App (hereinafter defined), the main functions and specifications of which will be released to the public on this website.
- (3) " ShuHaRi App" shall mean the ShuHaRi mobile handset Application (including the program and accompanying documents) to be provided by Company.
- (4) "Supported Device" shall mean JUKI-brand industrial sewing machines and other devices used to produce sewn goods, as separately specified by Company.
- (5) "User" and/or "Customer" shall mean (a) a legal entity and and/or organization equivalent thereto which own or possess JUKI's Machines (i.e. industrial sewing machines) and make their employees use JUKI's Machines and (b) individuals who own or possess JUKI's Machines, which corporations and individuals shall use the Software in accordance with the provisions of this Terms.
- (6) "Terminal" shall mean an electronic device or information device that satisfies the specifications specified by Company, which is owned by User.
- (7) "Registered Information" shall mean image information, text information, and all other information about JUKI's Machines conditions, and any and all information edited, constituted by any of the said information, to be sent by User to Company or a server designated by Company, via the Software. Registered Information shall

clearly include, but not be limited to, the following information.

- (a) The e-mail address and password of User (or a representative in the case of a corporation)
 - (b) User's name or trade name and address or location
 - (c) The fact that User owns JUKI's Machine.
 - (d) The environment and circumstances under which the Supported Device is used
- (8) "Personal Information" shall mean any and all information regarding a living individual, which can be used to identify a specific individual by his or her name, date of birth, or other descriptions. The information shall include characters, numbers, symbols, and other codes that are digitized versions of the characteristics of part of the body, as well as characters, numbers, symbols and other codes issued to the User of a service or to individuals (including but not limited to passport numbers, driver's license numbers, etc.), as stipulated in cabinet orders, and also include information that can identify a specific individual by being used in conjunction with specific characters, numbers, symbols, and other codes, etc., owned and digitized by a third party.
- (9) "Provided Information" shall mean any and all information to be provided by Company to User through the Software, when it has been judged by Company, at its own discretion, that providing of Provided Information will contribute toward maintenance of a Supported Device.
- (10) "Service" shall mean the service including the following: Company is to provide User with Provided Information referring to Registered Information to be sent by User to Company by means of using the Software,.
- (11) "License Agreement" shall mean this Terms, i.e. a contract between Company and an individual or corporation authorizing the User to use the Software and Provided Information, which shall be deemed to have been concluded and come into force between the User and Company at the time User consents to this Terms.
- (12) "Antisocial Forces" shall mean crime syndicates, members of crime syndicates, quasi-members of crime syndicates, organized crime group affiliated companies, "sokaiya" racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns or political activities, etc., crime groups specialized in intellectual crimes, or other similar persons or organizations. If User, or its representative, responsible person, or individual with a substantial controlling interest (hereinafter "Relatives") falls under any of the followings, User shall be deemed to be an Antisocial Force.
- (a) User or Relatives is currently an antisocial force or was an antisocial force in the

past.

- (b) User or Relatives has improperly used antisocial forces for personal gain or for the gain of a third party, etc.
- (c) User or Relatives has provided benefit to antisocial forces by providing them with funds or benefits (including stocks, new share subscription rights, priority allocation of corporate bonds, or total underwriting agreements, etc.).
- (d) User or Relatives has a relationship that would meet social disapproval, such as having a close relationship with antisocial forces.
- (e) User or Relatives is publicly recognized as having engaged in violent or threatening criminal activity, or has been generally recognized as such in news reports, etc., or has connections or ties to such individuals.

It is expressly acknowledged and agreed by User that an officer or employee, etc., of User and any third party in other contractual relationships with User regarding providing of service, etc.; same hereinafter) shall be included in the definition of Relatives.

Article 2 (Purpose)

The Software shall be used by User, only, for the purpose of User receiving Service by means of accessing and logging in to Website from Terminal (hereinafter "Purpose"). If Customer is a legal entity and/or organization equivalent thereto and makes its officers, employees, etc. (hereinafter "Employees") use the Software, Customer shall make Employees understand, acknowledge, agree on and comply with this Terms.

Article 3 (Copyrights, etc.)

Copyrights and other intellectual property rights in and to the Software (hereinafter "Copyrights, etc.", collectively) shall belong exclusively to and reserved by Company and the licensor of the Copyrights, etc., to Company. Company hereby represents that it has the right to provide the Software to User and to authorize User to use the Software. Conclusion of License Agreement shall not constitute the transfer, etc., of Copyrights, etc., and any other rights in and to the Software to User.

Article 4 (Authorization of Use)

1. Company shall grant User, only, the non-exclusive and non-transferable rights to use the Software only on the Terminal for the Purpose, provided that User complies with any and all provisions of this Terms.
2. User may use the Software (including modified, improved and /or upgraded versions

thereof), provided that User complies with any and all provisions of this Terms. Notwithstanding provided for in the preceding sentence, it is expressly acknowledged and agreed by User that the Company never promise to modify, improve and/or upgrade the Software.

Article 5 (Prohibitions and Representations/Warranties)

1. User shall be prohibited from engaging in any of the following actions.
 - (1) Violations of any provisions of this Terms, and any and all applicable laws and regulations (including the Copyright Act, the Unfair Competition Prevention Act, and laws and regulations related to import/export management such as those related to security export control), etc.,
 - (2) Reproduction, revision, modification, adaptation, alteration, reverse-engineering, reverse-compilation, reverse-assembly, and analysis of the Software,
 - (3) Disclosure, providing, sale, distribution, conversion to a sendable form, public broadcasting, lending, transfer, authorization of reuse, and other disposal of all or part of the Software whether paid or free of charge, and
 - (4) Use of the Software for any other Purpose, and installation or use of part of the Software.
2. User shall represent and warrant by itself/himself/herself that it/he/she/Relatives are not the Antisocial Force and any member of the Antisocial Force, and shall pledge that it/he/she/Relatives will not have any involvement with Antisocial Forces in the future.

Article 6 (Information Management)

1. The following rules shall apply to the Registered Information:
 - (1) Company shall keep Registered Information strictly confidential which Information it has acquired or learned through User's use of the Software, and shall not disclose and leak Registered Information to a third party. Provided, however, that Company shall not bear any confidentiality obligation regarding any of the following information:
 - (a) Information already possessed by Company at the time when it knew through use of the Software,
 - (b) Information that was already to the public knowledge at the time when it knew through use of the Software, and information that was made known to the public after such time due to a reason not attributable to Company,

- (c) Information legally known by Company from a third-party that had the proper authority to provide the information, without a duty of confidentiality,
 - (d) Information disclosed by User or User's officer or employee, etc., to a third party without imposing a duty of confidentiality,
 - (e) Information created or developed independently by Company, and
 - (f) Information to be submitted in accordance with relevant laws and regulations or under a legally effective order from a court or governmental authority.
2. Treatment of Personal Information: Company shall treat the Personal Information of Users or their officers and employees, etc., in accordance with Company's published "Personal Information Protection Statement on its Home Page (<https://www.juki.co.jp/en/policy/>), the Act on the Protection of Personal Information and the personal information protection guidelines stipulated by the supervisory authorities.
3. Notwithstanding the preceding two Paragraphs of this Article, User shall approve and consent to the following in advance.
- (1) All or part of User's Registered Information and Provided Information based on the Registered Information may be disclosed to, provided to, and shared with Customer's Employees
 - (2) Company may use the Registered Information for purposes indicated in the following (a) through (c), and may use User's Personal Information for those indicated in the following (a) and (b).
 - (a) Providing of the Service,
 - (b) Proposal and introduction of Company's products and services to User,
 - (c) Improvement of the quality of the Service and Company's other products and services, new market research, other research and development, and upgrading, and the use of all or part of the results of such activities for distribution, sale, providing, etc., to third parties, and other business activities.
 - (3) Customer acknowledges and agrees that Company will store on Company's selected computer server located in Japan "Registered Information", "Provided Information" provided and informed by Customer to Company cross the boarder and "Personal Information which Company obtains and can know based on and/or in connection with Registered Information and "Provided Information"

(hereinafter referred to as “Collective Information”) , and Company will administer and manage Collective Information on the said server. In addition, Customer acknowledges and agree that Company will obtain details of information about operation and use of Software by Customer and browsing history as far as Software is concerned as well as Cookie.

(4) JUKI may make the following subsidiaries of JUKI, etc. (“JUKI’s Affiliates”) and Customer’s designated and Company’s approved dealers appointed by Company/Company’s subsidiaries use the personal information and Registered Information for such purpose as provided for in Paragraph 3-(2) of this Article to the extent necessary for the purpose, provided that JUKI imposes legally valid obligations to manage personal information on JUKI’s Affiliates:

- ① JUKI (China) Co.,Ltd.
- ② JUKI Singapore Pte. Ltd.
- ③ JUKI Machinery Vietnam Co.,Ltd.
- ④ JUKI Machinery Bangladesh Ltd.
- ⑤ JUKI India Pvt. Ltd
- ⑥ JUKI America Inc.
- ⑦ JUKI Central Europe Sp.zo.o.
- ⑧ JUKI Italia S.p.A
- ⑨ Parties which Company or Company’s subsidiaries conclude the formal dealership agreement and any kind whatsoever with.

Such companies as specified in the above ① through ⑧ are JUKI’s subsidiaries.

4. Controller and inquiry counter under this Terms as far as personal information is concerned will be as mentioned in the below. If User contact the inquiry counter for demand for suspension of use of and/or deletion of personal information, JUKI shall comply with such demand. After JUKI has completed such deletion, JUKI will notify User of the fact of such deletion by means of sending e-mail to User at such e-mails as described on the Registered Information:

[Controller responsible for Personal Information]

(Mr.) Keiichi Uekusa

President of Customer Business Company,
Sewing Machinery & System Business Unit,
JUKI Corporation

2-11-1 Tsurumaki, Tama-city, Tokyo 206-8551, Japan

[Inquiry Counter in charge of Personal Information]

Please access the URL

“https://www.juki.co.jp/industrial_j/contact_j/contact_form.php?ctype=14”

Inquiry Counter

Customer Business Company, Sewing Machinery & System Business Unit,
JUKI Corporation

2-11-1 Tsurumaki, Tama-city, Tokyo 206-8551, Japan

5. User acknowledges and agrees that, if Company's use of personal information is suspended and/or personal information is deleted in accordance with Paragraph 4 of this Article, User may not use such Services as mentioned in the below due to JUKI's becoming unable to render the Services and, in other words, JUKI's rendering of Services will be automatically terminated. User's such demand as provided for in Paragraph 4 of this Article shall be also deemed as User's offering to terminate JUKI's rendering the following Services:
 - ① JUKI E-Learning Rendering Service
 - ② Service for the Online Service for JUKI Industrial Sewing Machine
6. JUKI shall treat personal information in accordance with laws of Japan and this Terms. Provided, however, that, if (a) mandatory personal data protection act exists in countries where User are located and (b) the said act imposes more strict and mandatory obligations on JUKI, JUKI will respond to such obligations without delay.
7. In some cases, the officers or employees, etc., of User have been using the ShuHaRi App under their own responsibility and at their own expense, using specific electronic devices, information handsets they personally own or that have been loaned to them by User with the consent of User, prior to the time when User begins use of the Software in accordance with the provisions of this Terms. In such cases, User shall agree that:
 - (1) User's Personal Information and Registered Information, and Provided Information based on Registered Information will be disclosed/provided to and shared with User's relevant officers and employees, etc. In the event that there arise some types of problems involving such disclosure, providing and/or sharing thereof, User shall prepare rules stipulating the treatment and solution, etc., of such problems between User and the relevant officers and employees, etc. In the event that User requests that Company prohibit the relevant officers and employees, etc., from using the ShuHaRi App, Company shall promptly respond to such request. Company's obligation shall be limited to prompt response to such

request, and the Company shall not assume any and all responsibility for compensation for damages and losses suffered by User and any other responsibility or obligation not expressly stipulated in this Paragraph of this Article, and any problem, etc., that arises shall be resolved between User and the relevant officers and employees, etc.

- (2) In such cases, if User has again accepted any and all provisions of this Terms and uses the Software, and User's officers and employees, etc., have been using the ShuHaRi App prior to that time in the context of the preceding Paragraph, User shall be deemed to have had the relevant officers and employees use the ShuHaRi App under JUKI's designated conditions of use thereof on this web-site up to that point, and furthermore, it shall be assumed that User shall continue to make them do the same in the future as well, and any information that was disclosed to or registered with Company through that prior use and any information that is disclosed or registered in the future shall be deemed and treated as Registered Information that User registered in accordance with the provisions of this Terms. In addition, Provided Information that was provided by Company to User or User's officers and employees, etc., through the Software, based on the relevant Registered Information, shall be deemed to have been disclosed/provided to the relevant officers and employees, etc., through User.
8. It is expressly acknowledged and agreed by User that, if User which have demanded for suspension of use of and/or deletion of personal information/Registered Information offers to apply for registration, again, Company shall have the absolute right to refuse acceptance of such offering.

Article 7 (Disclaimer)

1. In the event that any defects are found in the Software, Company shall notify User thereof through Company's separately stipulated method, and shall strive to provide the Software without the defect(s) or to repair the defects. However, the immediately preceding sentence shall not constitute a warranty and guarantee of achievement (i.e. providing the Software without the defect(s), repairing the defects) and Company shall assume no liability for any and all damages and losses incurred by User due to the defect(s) in the Software, whether directly or indirectly (including but not limited to damage to communication devices, software, etc.) and for any and all damages and losses incurred by a third party due to such defects.
2. Company shall provide the Software as-is, and makes no warranty and guarantee, whether explicit or implied, of non-infringement of the intellectual property rights

or other rights of third parties, merchantability, completeness, usefulness, or suitability for specific purposes, etc.

3. Company shall assume no liability for any and all damages and losses (including but not limited to special loss, indirect loss, lost earnings, lost opportunities, or lost data, etc., whether it could have been foreseen by Company or not) incurred by User or a third party in relation to the Software, whether directly or indirectly, related to installation, use, non-use, or inability to use, etc., the Software.

Article 8 (Compensation for Damage)

1. User shall not demand compensation for any and all damages and losses or other payments from Company for any and all damages and losses caused by the Software, regardless of the reasons.
2. Company may demand compensation to User for any and all damages and losses caused by User's violation of any of provisions of this Terms.
3. The Software may include software in and to which licensor other than Company holds the rights. In such cases, if User has violated upon provisions of the Terms, the relevant licensor shall have the right to demand compensation for any and all damages and losses directly from User, in addition to Company.

Article 9 (Conclusion, Effectiveness and Termination of License Agreement)

1. User may terminate the License Agreement for all the Software that is used, possessed and managed by User by deleting or destroying it and notifying Company thereof. In such cases, User shall be responsible for ensuring that the ShuHaRi App used by User's officers and employees, etc., shall be uninstalled, and that the officers and employees, etc., shall never subsequently use the ShuHaRi App. User shall provide Company with the necessary cooperation in implementing the relevant measures.
2. Company may revise the provisions of this Terms or terminate the License Agreement without notifying User or obtaining User's consent. In such cases, the License Agreement shall be deemed to have been properly and appropriately revised at the time when the relevant provisions of this Terms are revised. Company shall notify or make User aware of the revisions to this Terms or the termination of the License Agreement by publishing the information on Company's website or through another equivalent method. This Terms shall be deemed to have been revised or the License Agreement between Company and User shall be deemed to have been terminated as of the start of notification, etc., through any of the relevant methods.

3. If User has violated upon any of any provisions of this Terms, Company may terminate the License Agreement without prior notice to User.
4. If the License Agreement has been terminated for any reason, User shall be prohibited from using the Software for any reason whatsoever. In such cases, User shall promptly cease use of the Software and destroy or delete, etc., all instances of the Software on Supported Terminal or that is used, possessed and managed by User.
5. Articles 5 through 8 hereof and this Paragraph shall continue to be legally effective any termination of the License Agreement.

Article 10 (Other)

1. User shall comply with any and all relevant and applicable laws and regulations (including Japanese laws and regulations related to intellectual property, the Act on the Protection of Personal Information, and other similar applicable laws and regulations related to privacy and cyber security) when using the Software and the ShuHaRi App. Company shall assume no legal liability for any information included in User's image data produced in the process of the Service, and User shall assume all responsibility for any related demands received by Company in connection with such information included in User's image data and indemnify for such demands and hold Company harmless from such demands.
2. In the event that User takes the Software to a region other than the country in which it was properly acquired or the Software is to be used by an individual who is not a resident of the country in which it was properly registered, User shall comply with the import and export laws and regulations of the relevant country (including but not limited to the United States). In the event that a problem arises due to User's actions in violation of this Paragraph, User shall assume the responsibility and bear the cost of resolving the matter. In no case shall Company be liable for such violation.
3. In addition to the preceding Paragraph, User shall clearly approve and consent to the stipulation that Company shall be wholly indemnified and assume no responsibility to guarantee or compensate for any and all damages ad losses in connection with the possession, use, or transfer of the Software by User, including compliance with the applicable laws and regulations, etc. (including each type of standard), of a specific nation.
4. User may not transfer all or part of User's contractual position under the License Agreement to a third party.
5. Company may revise the specifications of the Software, stop distributing the Software, and/or stop rendering or terminate the Service without notifying User in

advance.

6. User who is billed by the telecommunications carrier or the owner of the Supported Terminal shall be responsible for telecommunication fees incurred through use of the Service and the ShuHaRi App (including the program updates indicated in the next Paragraph), and Company shall not assume any responsibility for such fees.
7. User shall affirm in advance, without objection, that the ShuHaRi App may be updated as necessary for specific purposes at any time from time to time.
8. The License Agreement shall be governed by the laws and regulations of Japan. In addition, any dispute arising in relation to the License Agreement shall be resolved with the exclusive jurisdiction of the Tokyo District Court of Japan as the court of first instance.
9. If User is a corporation, User shall make its employees comply with any and all provisions of this Terms.
10. It is expressly acknowledged and agreed by User that the provisions of this Terms may be amended by Company from time to time and amended provisions will be notified to User on Company's Home Page. If User does not consent to such amendment, License Agreement will automatically terminate.
11. This Terms prepared in English shall be legal effective.

Revised on June 10, 2022

End of document