

NTT Communications Corporation

Terms of Use of Partner Solution Program (PSP)

NTT Communications Corporation (“Company”) shall provide the Partner Solution Program (“the Program”) according to the “Terms of Use of the Partner Solution Program” (“the TOU”).

Article 1 Purpose

To ensure customer satisfaction through tCompany’s services by strengthening collaboration between Company and our Partners (“the Purpose”), the Program provides various menus (“the Program Menu”) posted on the website designated by Company for providing Program information to our Partners (“the Partner Portal Website”).

Article 2 Application and change

A corporation requesting to enter the Program (“the Applicant”) shall, upon consenting to the TOU, make an application through the procedure prescribed by Company. Only a corporation established under the laws of Japan shall be eligible to make an application and individuals may not apply.

2. Upon receipt of an application, Company shall notify the Applicant of whether the application is approved or declined by email.
3. Partners shall report any change to the contents of application notified to Company using the procedure prescribed by Company without delay.

Company shall not assume any responsibility in case negligence in reporting works adversely affects the Partner.

Article 3 Entitlement

Pursuant to the provision of Paragraph 2 of Article 2, Applicants Company approves to enter the Program (“Partner”) shall be entitled to select and use all or part of the Program Menu, in addition to the services determined by the TOU, from the start date of use notified by Company.

2. Partner shall use the Program Menu upon consenting to the TOU and the Terms of Use set forth in each of the Program Menu.

Article 4 Withdrawal from the Program

Partner may terminate partial use of the Program Menu or withdraw from the Program by notifying Company using the prescribed procedure at least one month in advance.

Article 5 Declining application, suspending the Program, and compulsory termination

In case Company determines the Applicant or Partner falls under any of the following, Company may decline the application and even after approving the application, Company may, excluding the case of an emergency or other unavoidable circumstances, suspend all or part of the Program with prior notice, or when no improvement is seen within a considerable period after the notice, Company may cause the Partner to terminate the Program.

- (1) Violation of, or suspicion of violating the TOU and the Terms of Use of each Program Menu.
 - (2) Omission of, or suspicion of omitting, matters to be reported to Company including the contents of application, or falsification or suspicion of falsifying matters reported.
 - (3) Conduct, or suspicion of conduct, that is detrimental to the reputation of Company or the Program.
 - (4) Violation of, or suspicion of violating laws and regulations or public order and morals.
 - (5) In the event of, or there is a risk of, foreclosure and sale or disposition of tax delinquency, or filing for bankruptcy, corporate reorganization proceedings, civil rehabilitation proceedings, or similar proceedings.
 - (6) In the event of, or there is a risk of, a dishonored bill or check issued or accepted by the Partner or other suspension of payment.
 - (7) In case of, or there is a risk of, other material events due to a deterioration of financial conditions.
 - (8) In case of, or there is a risk of, termination or suspension of business by the authorities.
 - (9) In case of, or there is a risk of, a resolution to dissolve company or company is acquired by another company.
 - (10) Other cases where Company determines use of the Program by Applicant or Partner is inappropriate.
2. Company may suspend use without prior notice to Partners for purposes other than maintenance of the Partner Portal Website.

Article 6 Termination of the Program

Pursuant to the provisions of Article 8 Notification to Partners, Company may terminate all or part of the Program Menus by notifying a Partner one month in advance.

Article 7 Change of the TOU

Pursuant to the provision of Article 8 Notification to Partner, Company may, at any time, change the TOU and Terms of Use for the Program Menu (including fees). According to this Article, new provisions in the TOU and Terms of Use for the Program Menu shall come into effect as soon as notification to Partner is completed.

Article 8 Notification to Partner

Partner shall be notified by one of the following methods determined by Company:

- (1) Email to the latest email addresses notified by Partner. In this case, notification to Partner shall be deemed to have been completed as of the time Company sends an email to the addresses of Partner.
- (2) Posting on Company's website. In this case, notification to Partner shall be deemed to have been completed when the notice is posted on the website.
- (3) Other methods considered appropriate by Company. In this case, notification to Partners shall be deemed to have been completed at the time designated by Company in the notice.

Article 9 Non-binding policy

Company shall have no obligation to give preferential treatment to Partners' products.

Article 10 Assignment

Without the prior written approval of Company, Partner shall not assign or delegate or encumber all or part of the rights or obligations under the TOU .

Article 11 Confidentiality

Partner shall not disclose or leak to a third party any information disclosed by Company pertaining to the Program without prior written consent. Provided, however, this shall not apply to materials that are supposed to be disclosed to customers through Partner, including, but not limited to, proposals and seminar materials, and the following information.

- (1) Information known to the public at the time of disclosure.
 - (2) Information that entered the public domain after disclosure due to any event not attributable to Partner.
 - (3) Information lawfully obtained by Partner before the disclosure by Company.
 - (4) Information acquired without an obligation of confidentiality from a third party entitled to rights of transfer or disclosure.
 - (5) Information consented by Company in writing to be exempted from the obligation of confidentiality.
 - (6) Proprietary information independently developed by Partner after the disclosure without making use of the information or materials disclosed.
2. Partner shall, when withdrawing from the Program, return the confidential information to Company. Disposal of confidential information with the Company's prior consent shall be carried out with the utmost caution so that such information is not lost or abandoned, and upon the Company's request, Partner shall prepare and submit to Company a document certifying disposal of information.
3. All information shall be used for the Purpose only. This Article shall remain in effect after withdrawal from or termination of the Program.

Article 12 Position of Partner

The Program is not intended to grant Partner with the position of Company's agent.

Article 13 Partner's duty of cooperation

Company may, whenever deemed necessary, request Partner to provide information, materials, etc. pertaining to the use of the Program or the performance of the TOU. In such case, Partner shall accommodate the request.

Article 14 Compensation for damage and no warranty

Company does not guarantee the Program's customer satisfaction, outcomes, results of orders, etc. The aggregate liability of Company to Partner arising from the change, abolishment, or non-provision of the Program in case the cause is attributable to

Company shall not exceed the amount of fees for the Program Menus currently used by Partner. In no event shall the Company be liable to Partner for any indirect or consequential loss or damages.

2. Partner shall use the Program at their own risk, whereby in the event that Partner incurs damages to another Partner or a third party, or any disputes arising between Partners or with a third party, Partner concerned shall resolve them at its own expense and responsibility and shall not cause any inconvenience or damage to Company.

Article 15 Governing law and court of jurisdiction

Execution, effect, performance, and interpretation of the TOU shall be governed by the Laws of Japan. Disputes arising from the TOU that cannot be settled by the consultation between the Parties shall be submitted to the Tokyo District Court as the court of exclusive jurisdiction for the first trial.

Term of Use for Co-promotion/Handover of Leads Menu

NTT Communications Corporation ("Company") shall provide the "Co-promotion/Handover of Leads" Menu ("the Menu") for the Partner Solution Program ("the Program") partners (" Partner").

Definitions of terminologies used in the Terms of Use for the Menu ("the TOU") shall be determined in this TOU and Terms of Use of the Program.

The Menu

Article 1 As Company's services (pursuant to the provisions of Article 3, Partner as sales agency or re-seller of own services), incorporated in Partners' products or services as requirement, and posted on the website designated by the Company (the "Web promotion site") for operating the Menu approved by Company pursuant to the provisions of Article 4 ("the SPC", Sales Partner Collaboration), the Menu shall offer services to share information inquired to the website ("the Leads") with Partner.

Application for the Menu

Article 2 Partner shall, upon consenting to the TOU and Terms of Use of the Program, apply for the Menu through the procedure prescribed by Company.

- 2 When applying for the Menu, Partner shall designate a Website Administrator and Website Lead Agent and apply to Company using the procedure prescribed by Company. The same shall apply for changes to the Menu. Partner shall have a Website Administrator and Website Lead Agent manage all Program services and be responsible for the conduct of the Website Administrator and Website Lead Agent.
- 3 The date an application is received shall be the date of the application.

Sales terms

Article 3 Partner shall, as a sales agency of Company's services incorporating the SPC or re-seller of own services, have to execute sales agency agreement, or resale contract, etc for reselling Company's services on a continuous basis. In addition, Partner may, by producing the SPC, register at the Web promotion site.

Distribution methods of SPC are as follows.

Distribution method 1 Partner sell based on referrals of customers from the Web promotion site.

Distribution method 2 Partner sell their own SPC without Web promotion site services.

Distribution method 3 Partners sell SPC based on referrals of customers provided by Company by a method other than Web promotion site services.

The Company shall not prevent Partner from selling their own services, etc. in their own right, whereby Partner shall comply with all laws and regulations pertaining to the distribution of SPC (including but not limited to laws to prohibit a private monopoly and securing fair trade).

SPC certification

Article 4 Company shall, upon receipt of an application submitted by Partner in writing, determine proprietary SPC certification after an examination at the discretion of Company and notify proprietary certification to the concerned Partner. The same shall apply when a new SPC is added to the Web promotion site.

- 2 Regarding SPC posted on the Web promotion site, Company may regularly review the contents, etc. and cancel SPC certification or delete the SPC posted on the Web promotion site without prior notification to the Partner at its own discretion.

Leads referral operation

Article 5 Regarding sale of SPC, Company shall have the following information shared with Partner.

- (1) Names and addresses of site visitors ("Customers") who have inquired about SPC via the Web promotion site and consented to having their information relayed to Partner.
 - (2) Summary of Customers' requests, etc. determined in the preceding item.
- 2 Partner shall sell SPC and report performance results to Company.
 - 3 Customer services after sales of SPC shall be carried out by Partner at their own responsibility and expense.
 - 4 Fees for providing SPC to Customers shall include Company's service fees charged in relation to Partners' sales agency or resale as their own services. The original service provider of each product shall be clearly stated.
 - 5 Partner shall contact Customers about information relayed by Company within three business days from the date such information is handed over, and report updated information to Company.
 - 6 Information stipulated in Paragraph 1 of this Article shall not apply to sales other than SPC.

Bearing Burden of expenses

Article 6 Expenses incurred for the provision of services by Company and Partner in distributing SPC shall be borne by Company and Partner for each related service.

Acquisition of customer information

Article 7 Partner shall not acquire customer information, etc. for purposes other than distributing SPC and beyond the extent necessary.

- 2 Partner shall not disclose or provide customer information, etc. acquired in the course of distributing SPC to third parties other than own officers or employees (employees include contracted, temporary, and part-time employees; the same shall apply hereinafter) who are directly engaged in carrying out the SPC business.
- 3 Partner shall not use customer information, etc. for purposes other than distributing SPC.
- 4 Partner shall not sell own products without Company's products using customer information, etc. acquired from the Company.
- 5 Partner shall not sell telecommunications services provided by parties other than Company using customer information, etc. acquired from Company.
- 6 Partner shall not transfer customer information, etc. outside the workplace where the SPC business is carried out.
- 7 Partner shall not copy customer information, etc. for purposes other than distributing SPC. Materials copied for the purpose of distributing SPC shall be treated as original sources.
- 8 Partner shall dispose of or return customer information, etc. to Company when the Menu is terminated or at the request of Company. Disposal of confidential information with Company's prior consent shall be carried out with utmost caution so that such information is not lost or abandoned, and at Company's request. Partner shall consult Company

on the disposal method in advance and report to the Company after disposal.

- 9 Partner shall have their officers and employees comply with the provisions stipulated in the Attachment during their tenure and after retirement. Partner shall bear the responsibility of violations by officers or employees as it shall be deemed to be a violation of the obligations of the Partner.

Handling of customer information

Article 8 When handling customer information acquired in the course of the SPC business, Partner shall ensure the proper handling of customer information, etc. and comply with following requirements to protect the privacy of communication and customers.

- (1) Compliance with the "Telecommunications Business Act," relevant laws and regulations, and "Guidelines for Protection of Privacy in the Telecommunications Business."
- (2) The Company may, whenever deemed necessary, request Partner to submit the name of the Personal Information Manager and the Customer Information System (name, outline, management system, etc.), and materials on management regulations and audit system pertaining to the handling of customer information, etc. developed by the Partner. Partner shall, at the request of Company, respond to such request promptly. When outsourcing the SPC business, Partner shall also respond to the requests to submit materials on management regulations and audit system developed by the outsourcee.

No warranty and disclaimer

Article 9 Company shall not guarantee the sale, etc. of the services provided by Partners. In the event of complaints or other disputes arising from Partners' services between Company or Partner and Customers or other third parties, the Party concerned shall seek a resolution at its own responsibility and expense, while Company shall be discharged of liability.

2. Company may suspend the Web promotion site without prior notice to Partners for purposes other than maintenance of the said site.

Intellectual property rights

Article 10 Regarding information posted on the Web promotion site, the Program pertaining to the said site and provision of the Program, copyrights (including the rights stipulated in Article 27-28 of the "Copyright Act"), author's moral rights (defined as rights stipulated in Article 18-20 of the "Copyright Act"), and knowhow and all other intellectual property rights included among documents for study group and seminar materials and the TOU ("the copyrighted work") loaned or presented by Company to the Partners shall be held by Company or the duly authorized person.

2. Partner shall handle copyrighted work as follows.
 - (1) It shall be used for the purpose of the Program
 - (2) Copying, modification, editing, etc. shall be prohibited, and, reverse engineering, decompiling, or disassembling shall also be prohibited.
 - (3) Whether for profit or not for profit, it shall not be assigned or encumbered sublicensees and other third parties.
 - (4) Display of copyright indicated by Company or person designated by Company shall not be deleted or changed.
 - (5) Other intellectual property rights of Company or duly authorized third parties shall not be violated.
3. The provision of this Article shall remain in effect after withdrawal from the Program.

Compensation for infringing a third party's rights

Article 11 Company may, upon receipt of a warning, etc. that the Program contents or Web promotion sites infringe the intellectual property rights of a third party, select and execute the following action at Company's discretion. In such case, the Partner concerned shall conform to the action.

(1) The Program is provided to the Partner as before.

(2) A part of the Program pertaining to the dispute shall be replaced with equivalent substitute at Company's discretion.

(3) Use of all or part of the Program by the Partner shall be aborted.

(4) A license shall be acquired from a third party.

2. Partner shall, upon receipt of a warning, etc. that the Program infringes the intellectual property rights of a third party, notify Company promptly, cooperate in defending the rights of Company, and follow Company's instructions in the handling of the dispute. Provided Partner perform obligations, in the event Partner bears payment obligations for compensation to a third party based on a final decision or reconciliation prior to acceptance by Company regarding the conflict, Company shall compensate the amount equivalent to the related damages to a maximum equivalent to the fees of the Program currently being used.

3. The provisions of this Article shall define all responsibility borne by Company to the Partner in case the Program infringes intellectual property rights of a third party. Company shall not bear any responsibility to Partner or any other persons outside the scope of responsibility determined in this Article.

Terms of Use for Joint Seminar Menu

NTT Communications Corporation (“ Company”) shall provide the “Joint Seminar” Menu (“the Menu”) for the Partner Solution Program (“the Program”) partners (“Partner”).

Definitions of terminologies used in the Terms of Use for Joint Seminar Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of the Menu

Article 1 Company shall plan seminars as Partners’ promotional opportunities for end users.

Requirements of provision

Article 2 Partner shall conform to the time, location, and various conditions of seminars specified by Company. Details of contents shall be notified on the Partner Portal Website.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Application for service

Article 4 Partners shall, upon consenting to the TOU and PSP Terms of Use, apply for services via email to Company.

Acquisition, etc. of customer information

Article 5 Partner shall not acquire customer information, etc. for purposes other than those stipulated in the Terms of Use of the Program (“the Purpose”) and beyond the extent necessary.

- 2 Partner shall not disclose or provide customer information, etc. acquired to third parties other than own officers or employees (employees include contracted, temporary and part-time employees; the same shall apply hereinafter) who are directly engaged in carrying out the Purpose.
- 3 Partner shall use customer information, etc. only for the Purpose.
- 4 Partner shall not sell own products without the Company’s products using customer information, etc. acquired from Company.
- 5 Partner shall not sell telecommunications services provided by other than Company using customer information, etc. acquired from Company.
- 6 Partner shall not transfer customer information, etc. outside the workplace where the Purpose is carried out.
- 7 Partner shall copy customer information, etc. only for the Purpose. Copied materials shall be treated as equivalent to original sources.
- 8 Partner shall dispose of or return customer information, etc. to Company when the Menu is terminated or at the request of Company. Disposal of confidential information with Company’s prior consent shall be carried out with utmost caution so that such information is not lost or abandoned, and at Company’s request. Partner shall consult Company on the disposal method in advance and report to Company after disposal.

- 9 Partner shall have their officers and employees comply with the provisions stipulated in the Attachment during their tenure and after retirement. Partner shall bear the responsibility for violations by officers or employees as it shall be deemed to be a violation of the obligations of Partner.

Handling of customer information, etc.

Article 8 When handling customer information in the course of carrying out the Purpose, Partner shall ensure proper handling of customer information, etc. and comply with the following in order to protect the privacy of communications and customers.

- (1) Compliance with the "Telecommunications Business Act," relevant laws and regulations, and "Guidelines for Protection of Privacy in the Telecommunications Business."
- (2) Company may, whenever deemed necessary, request a Partner to submit the name of the Personal Information Manager and the Customer Information System (name, outline, management system, etc.) and materials on management regulations and audit system pertaining to the handling of customer information, etc. developed by the Partner. Partner shall, at the request of Company, respond to such request promptly. When outsourcing business, Partner shall also respond to requests to submit materials on management regulations and audit system developed by the outsourcee.

Terms of Use for the Provision of Proposal Tools and Case Studies Menu

NTT Communications Corporation (“ Company”) shall provide the “Provision of Proposal Tools and Case Studies” Menu (“the Menu”) for the Partner Solution Program (“the Program”) partners (“ Partner”).

Definitions of terminologies used in the Terms of Use for the Provision of Proposal Tools and Case Studies Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of the Menu

Article 1 Company shall provide service outline materials, proposal format, estimation tool, etc. for sales employees.

Method of provision

Article 2 Provided by posting it on the Partner Portal Website.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Use of Menu

Article 4 Partner shall, upon consenting to the TOU and Terms of Use of the Program, access the Menu from the Partner Portal Website.

Intellectual property rights

Article 5 Regarding information posted on the Web promotion site, the Program pertaining to the said site and provision of the Program, copyrights (including the rights stipulated in Article 27-28 of the “Copyright Act”), author’s moral rights (defined as rights stipulated in Article 18-20 of the “Copyright Act”), and knowhow and all other intellectual property rights included among documents for study group and seminar materials and the TOU (“the copyrighted work”) loaned or presented by Company to the Partner shall be held by Company or the duly authorized person.

2. Partner shall handle copyrighted work as follows.

(1) It shall be used for the purpose of the Program service.

(2) Copying, modification, editing, etc. shall be prohibited, and, reverse engineering, decompiling, or disassembling shall also be prohibited.

(3) Whether for profit or not for profit, it shall not be assigned or encumbered sublicensees and other third parties.

(4) Display of copyright indicated by Company or person designated by Company shall not be deleted or changed.

(5) Other intellectual property rights of Company or duly authorized third parties shall not be violated.

3. The provision of this Article shall remain in effect after withdrawal from the Program.

Compensation for infringing a third party’s rights

Article 6 Company may, upon receipt of a warning, etc. that the Program contents or the Partner Portal Website infringe the intellectual property rights of a third party, select and execute the following action at Company's discretion. In such case, the Party concerned shall conform to the action.

- (1) The Program is provided to the Partner as before.
 - (2) A part of the Program pertaining to the dispute shall be replaced with equivalent substitute at Company's discretion.
 - (3) Use of all or part of the Program by the Partner shall be aborted.
 - (4) A license shall be acquired from a third party.
2. Partner shall, upon receipt of a warning, etc. that the Program infringes the intellectual property rights of a third party, notify Company promptly, cooperate in defending the rights of Company, and follow Company's instructions in the handling of the dispute. Provided Partners perform obligations, in the event the Partner bears payment obligations for compensation to a third party based on a final decision or reconciliation prior to acceptance by Company regarding the conflict, Company shall compensate the amount equivalent to the related damages to a maximum equivalent to the fees of Program currently being used.
 3. The provisions of this Article shall define all responsibility borne by Company to the Partner in case the Program infringes intellectual property rights of a third party. Company shall not bear any responsibility to Partners or any other persons outside the scope of responsibility determined in this Article.

Terms of Use for Support to Proposals and Introduction Menu

NTT Communications Corporation (“ Company”) shall provide the “Support to Proposals and Introduction” Menu (“the Menu”) for the Partner Solution Program (“the Program”) partners (“Partner”).

Definitions of terminologies used in the Terms of Use for Support to Proposals and Introduction Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of the Menu

Article 1 Company shall provide support when Partners propose our services to end users. Company shall respond to any inquiries on our service and consult on service components and other technical matters.

2. Company shall provide support after Partners sell our services to end users. Company shall respond to any inquiries on our service design and consult on service development, delivery time, etc.

Requirements of provision

Article 2 Materials for engineers such as introductory materials, function manual and materials on comparisons with competitors of the designated service shall be read carefully.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Application for service

Article 4 Partner shall, upon consenting to the TOU and PSP Terms of Use, apply for services via email to Company.

Others

Article 5 Please note that on-site support or service may not be delivered at the designated date and time.

Terms of Use for Provision of Test Environment Menu

NTT Communications Corporation (“Company”) shall provide the “Provision of Test Environment” Menu (“the Menu”) for the Partner Solution Program (“theProgram”) partners (“Partner”).

Definitions of terminologies used in the Terms of Use for Provision of Test Environment Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of Menu

Article 1 Company shall loan the test environment.

Method of provision

Article 2 Provided by posting it on the Partner Portal Website.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Application for service

Article 4 Partners shall, upon consenting to the TOU and PSP Terms of Use, apply for services via email to Company.

Others

Article 5 Please note that test environment may not be used on the designated date and time.

2. Company may suspend use of the test environment in case a loaned test environment influences commercial services.

Terms of Use for Project Service Manager Menu

NTT Communications Corporation (“Company”) shall provide the “Project Service Manager” Menu (“the Menu”) for the Partner Solution Program (“the Program”) partners (“ Partner”).

Definitions of terminologies used in the Terms of Use for Project Service Manager Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of Menu

Article 1 For each contract of Partner with an end user, Company shall apply a fee for service level management, monthly reports, attending regular meetings and overall control.

Requirements of provision

Article 2 There shall be contracts for services, and the Menu starts after operation. Details of contents shall be notified on the Partner Portal Website.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Application for service

Article 4 Partner shall, upon consenting to the TOU and Terms of Use of the Program, apply for services through the procedure prescribed by Company.

Fees and payment

Article 5 Fees paid by Partners to Company shall be quoted each time. Payment method shall be determined in the quotation.

2. In the event of a temporary suspension of the Menu service, Partner shall not be exempted from payment obligations stipulated in Paragraph 1 of this Article during the suspended period, and in case of compulsory termination, Partner shall pay all debts to Company related to the Program and fees incurred up to the month of compulsory termination using the payment method instructed by Company. Company shall not refund any fees that have already been paid.

Terms of Use for Organizing Study Groups (for Sales/SE) Menu

NTT Communications Corporation ("Company") shall provide "Organizing Study Groups (for Sales/SE)" Menu ("the Menu") for the Partner Solution Program ("the Program") partners ("Partner").

Definitions of terminologies used in the Terms of Use for Organizing Study Groups (for Sales/SE) Menu ("the TOU") shall be determined in this TOU and Terms of Use of the Program.

Contents of Menu

Article 1 Company shall carry out various training to provide knowledge on services and knowhow on proposals.

Method of provision

Article 2 Method and timing of provision shall be determined through consultations with Company.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Application for service

Article 4 Partner shall, upon consenting to the TOU and Terms of Use of the Program, apply for services via email to Company.

Intellectual property rights

Article 5 Regarding provision of the Program, copyrights (including the rights stipulated in Article 27-28 of the Copyright Act), author's moral rights (defined as rights stipulated in Article 18-20 of the Copyright Act), and knowhow and all other intellectual property rights included in documents for study group and seminar materials and the TOU ("the copyrighted work") loaned or presented by Company to the Partners shall be held by Company or the duly authorized person.

2. Partner shall handle copyrighted work as follows.

(1) It shall be used for the purpose of the Program service.

(2) Copying, modification, editing, etc. shall be prohibited, and, reverse engineering, decompiling, or disassembling shall also be prohibited.

(3) Whether for profit or not for profit, it shall not be assigned or encumbered sublicensees and other third parties.

(4) Display of copyright indicated by Company or person designated by Company shall not be deleted or changed.

(5) Other intellectual property rights of Company or duly authorized third parties shall not be violated.

3. The provision of this Article shall remain in effect after withdrawal from the Program.

Compensation for infringing a third party's rights

Article 6 Company may, upon receipt of a warning, etc. that the Program contents infringe the intellectual property rights of a third party, select and execute the following action at Company's discretion. In such case, the Party concerned shall conform to the action.

(1) The Program is provided to Partner as before.

- (2) A part of the Program pertaining to the dispute shall be replaced with equivalent substitute at Company's discretion.
 - (3) Use of all or part of the Program by Partner shall be aborted.
 - (4) A license shall be acquired from a third party.
2. Partner shall, upon receipt of a warning, etc. that the Program infringes the intellectual property rights of a third party, notify Company promptly, cooperate in defending the rights of Company, and follow Company's instructions in the handling of the dispute. Provided Partner perform obligations, in the event Partner bears payment obligations for compensation to a third party based on a final decision or reconciliation prior to acceptance by Company regarding the conflict, Company shall compensate the amount equivalent to the related damages to a maximum equivalent to the fees of the Program currently being used.
 3. The provisions of this Article shall define all responsibility borne by Company to Partner in case the Program infringes intellectual property rights of a third party. Company shall not bear any responsibility to Partner or any other persons outside the scope of responsibility determined in this Article.

Terms of Use of Materials (Manual) for Engineers Menu

NTT Communications Corporation (“Company”) shall provide “Materials (Manual) for Engineers” Menu (“the Menu”) for the Partner Solution Program (“the Program”) partners (“ Partner”).

Definitions of terminologies used in the Terms of Use of Materials (Manual) for Engineers Menu (“the TOU”) shall be determined in this TOU and Terms of Use of the Program.

Contents of Menu

Article 1 Company shall provide introductory materials for services, function manual for services, materials on comparisons with competitors, etc. for engineers.

Method of provision

Article 2 Provided by posting it on the Partner Portal Website.

Available services

Article 3 Available services shall be notified on the Partner Portal Website.

Use of Menu

Article 4 Partner shall, upon consenting to the TOU and Terms of Use of the Program, access the Menu from the Partner Portal Website.

Intellectual property rights

Article 5 Regarding information posted on the Partner Portal Website, the Program pertaining to the said Website and provision of the Program, copyrights (including the rights stipulated in Article 27-28 of the Copyright Act), author’s moral rights (defined as rights stipulated in Article 18-20 of the Copyright Act), and knowhow and all other intellectual property rights included in documents for study group, seminar and service introductory materials, service function manual, materials on comparisons with competitors and the TOU (“the copyrighted work”) loaned or presented by Company to Partner shall be held by the Company or the duly authorized person.

2. Partner shall handle copyrighted work as follows.

(1) It shall be used for the purpose of the Program service.

(2) Copying, modification, editing, etc. shall be prohibited, and, reverse engineering, decompiling, or disassembling shall also be prohibited.

(3) Whether for profit or not for profit, it shall not be assigned or encumbered sublicensees and other third parties.

(4) Display of copyright indicated by Company or person designated by the Company shall not be deleted or changed.

(5) Other intellectual property rights of Company or duly authorized third parties shall not be violated.

3. The provision of this Article shall remain in effect after withdrawal from the Program.

Compensation for infringing a third party's rights

Article 6 Company may, upon receipt of a warning, etc. that the Program contents or the Partner Portal Website infringe the intellectual property rights of a third party, select and execute the following action at Company's discretion. In such case, the Party concerned shall conform to the action.

- (1) The Program is provided to Partner as before.
 - (2) A part of the Program pertaining to the dispute shall be replaced with equivalent substitute at Company's discretion.
 - (3) Use of all or part of the Program by Partner shall be aborted.
 - (4) A license shall be acquired from a third party.
2. Partner shall, upon receipt of a warning, etc. that the Program infringes the intellectual property rights of a third party, notify Company promptly, cooperate in defending the rights of Company, and follow Company's instructions in the handling of the dispute. Provided Partner perform obligations, in the event Partner bears payment obligations for compensation to a third party based on a final decision or reconciliation prior to acceptance by Company regarding the conflict, Company shall compensate the amount equivalent to the related damages to a maximum equivalent to the fees of the Program currently being used.
 3. The provisions of this Article shall define all responsibility borne by Company to Partner in case the Program infringes intellectual property rights of a third party. Company shall not bear any responsibility to Partner or any other persons outside the scope of responsibility determined in this Article.