

LDX hub Terms of Use

Revision History

Version	Date	Main Changes
First Edition	2026-09-07	Published as the First Edition

Article 1 (Definitions)

In these Terms of Use, the meanings of the terms set forth in the following items shall be as prescribed in the respective items.

1. "Company" means Kawamura International Co., Ltd.
2. "Customer" means a corporation, other organization, or sole proprietor that agrees to these Terms and uses the Service.
3. "Service" means the application programming interface, endpoints, and related software provided by Company under the name "LDX hub" and described in the Technical Documentation, as well as functions for uploading Customer Content and obtaining output (hereinafter referred to as the "File Functions") and includes endpoints for connection via the Model Context Protocol. A list of the Services is posted at <https://gw.portal.ldxhub.io/introduction>.
4. "Technical Documentation" means the technical documentation for the Service posted by Company at <https://gw.portal.ldxhub.io/api>.
5. "Terms" means this document.
6. "AUP" means the Acceptable Use Policy posted by Company at https://ldxlab.io/hubfs/LDXlab/legal/ldxhub/LDXhub_AUP_EN.pdf.
7. "DPA" means the Data Processing Addendum posted by Company at https://ldxlab.io/hubfs/LDXlab/legal/ldxhub/LDXhub_DPA_EN.pdf.
8. "Agreement" means, collectively, these Terms, the AUP, the DPA, any fee plan or order form agreed upon between Company and Customer, and the Technical Documentation.
9. "Customer Content" means documents, text, files, and other data that Customer or Users

submit to the Service.

10. "Output" means data returned by the Service as a result of processing Customer Content.

11. "User" means an individual whom Customer has authorized to access the Service through Customer's Account.

12. "Third-Party Model" means an artificial intelligence model licensed to Company by a third party and used for certain processing by the Service.

13. "Credit" means a unit used to measure usage of the Service and the Included Amount specified in Article 6, Paragraph 3. Credits are not money and are not purchased in advance or accumulated as a balance.

14. "Personal Information" means personal information as defined in the Act on the Protection of Personal Information (Act No. 57 of 2003; hereinafter referred to as the "Personal Information Protection Act"). This means the Personal Information set forth in Article 2, Paragraph 1.

15. "Personal Data" means personal data as defined in Article 16, Paragraph 3 of the Personal Information Protection Act.

16. "Intellectual Property Rights" means copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire such rights or to obtain registration thereof). means.

Article 2 (Structure and Order of Precedence of this Agreement)

1. This Agreement consists of the documents set forth in Item 8 of the preceding Article.

2. In the event of any inconsistency among the documents, they shall be interpreted in the following order of precedence:

- (1) With respect to matters concerning the handling of Personal Data, the DPA
- (2) With respect to matters concerning whether use of the Service is permitted, the AUP
- (3) Any individual agreement or order form entered into in writing by Company and Customer
- (4) These Terms
- (5) Technical Documentation

3. These Terms, the AUP, and the DPA constitute standard-form terms and conditions as defined in Article 548-2 of the Civil Code. This Agreement is formed when Customer opens an account and indicates Customer's agreement to these Terms.

Article 3 (Business Users Only)

1. The Service is provided only to corporations and other entities, and sole proprietors, that use the Service in the course of business or for business purposes. Use by consumers (meaning consumers as defined in Article 2, Paragraph 1 of the Consumer Contract Act) is outside the scope of this Service.
2. Customer represents and warrants that Customer enters into this Agreement in the course of business or for business purposes.
3. If Customer agrees to these Terms on behalf of a corporation or other entity, Customer represents and warrants that Customer has the authority to bind that entity.
4. Company may decline to approve Customer's account registration if Customer does not make the representations set forth in the preceding paragraphs or if Company is unable to confirm, by a method prescribed by Company, that Customer uses the Service as a business or for business purposes.
5. Company may refuse registrations from certain countries or regions in order to comply with applicable laws and regulations or for other reasonable reasons.

Article 4 (Accounts and Authentication Information)

1. Customer shall provide accurate registration information and keep its registration information up to date. Company shall not be liable even if Customer or a third party suffers damage as a result of Customer's failure to provide notification.
2. Company will issue an API key to Customer. Customer shall be responsible for keeping its API key confidential.
3. Attribution of Use. Any use of the Service made using an API key issued by Company shall be deemed to be used by Customer, regardless of whether Customer has authorized such use. Customer shall bear the cost of any credits consumed and any excess usage fees incurred through such use.

4. If Customer becomes aware of any leakage or potential leakage of its API key, Customer shall notify privacy@k-intl.co.jp without delay. Upon receipt of such notification, Company will invalidate the relevant API key without delay.

5. Customer shall not share, sell, sublicense, or transfer the API Key to any third party, except to Users or as permitted under Article 5, Paragraph 4.

6. Company shall not be liable even if Customer suffers any disadvantage as a result of unauthorized use of the API Key. If Company suffers damage as a result of unauthorized use of the API Key, Customer shall compensate Company for such damage.

7. Paragraph 3 and the preceding paragraph shall not apply in any of the following cases:

- (1) If the API Key is leaked due to causes attributable to Company
- (2) Use occurring after Customer has provided the notice under Paragraph 4 and before Company invalidates the relevant API Key

Article 5 (Use of the Service)

1. Subject to Customer's compliance with this Agreement, Company grants Customer, during the Term, a non-exclusive and non-transferable right to access and use the Service for Customer's internal business purposes and to provide services to Customer's customers as permitted under Paragraph 4 (which may be suspended or terminated in accordance with this Agreement) .

2. Customer shall comply with the AUP. The AUP forms part of this Agreement.

3. Customer shall not:

- (1) attempt to circumvent rate limits, quotas, or access controls, or create multiple accounts through automated means for the purpose of obtaining additional free usage allowances;
- (2) copy, modify, alter, adapt, reverse engineer, decompile, disassemble, or otherwise analyze the source code, structure, or model parameters of the Service or Third-Party Models, or cause any third party to do so (except to the extent such restrictions are prohibited by law);
- (3) use the Service or Output to train, further train, or improve machine learning models that compete with the Service or Third-Party Models, or publish benchmark results for the Service without Company's prior written consent;
- (4) transmit Customer Content that Customer does not have the right to transmit or that

infringes the rights of any third party;

(5) sublicense, transfer, resell, lend, or use as collateral for any third party without Company's prior consent;

(6) interfere with, or engage in any act that may interfere with, the integrity, security, or performance of the Service;

(7) falsely represent the origin of Output in cases where disclosure is required by law;

(8) engage in any act that violates laws or public order and morals, or unfairly disadvantages Company or any third party.

4. Provision of Services to Customer's customers. Customer may use the Service to provide services to its own customers. In this case, Customer shall impose on such customers and users obligations that are equivalent to or more stringent than those set forth in the AUP, Paragraph 3 of this Article, and Article 7, and shall be liable to Company for all such use. Customer shall not resell access to the Service as an independent product unless Customer has entered into a separate written resale agreement with Company.

5. Customer shall not use the Service for the benefit of any third party in a manner that results in circumventing the AUP.

Article 6 (Plans, Fees, and Payments)

1. Plans and Fees. Customer shall use the Service by selecting a plan offered by Company. The monthly fee for each plan, the usage amount included in such plan (hereinafter referred to as the "Included Amount"), the unit price applicable to usage exceeding the Included Amount (hereinafter referred to as the "Excess Unit Price"), and the credit consumption rate shall be as posted at <https://gw.portal.ldxhub.io/pricing> and <https://gw.portal.ldxhub.io/credits-and-pricing> or as set forth in an agreed order form.

2. Usage Period and Commencement Date. The date on which this Agreement is entered into shall be the Commencement Date, and the period from the Commencement Date through the day immediately preceding the corresponding Commencement Date in the following month shall constitute one Usage Period. If there is no day corresponding to the Commencement Date in a given month, the last day of that month shall be deemed the Commencement Date. This Agreement shall automatically renew for the next Usage Period upon expiration of each Usage

Period.

3. Included Amount. The Included Amount shall be granted for each Usage Period and shall expire upon expiration of the relevant Usage Period. Any unused Included Amount shall not carry over to the next Usage Period and shall not be eligible for a monetary refund.

4. Excess Usage Fees. If the usage volume during a Usage Period exceeds the Included Amount for that Usage Period, a fee calculated at the Excess Unit Price for the excess usage volume (hereinafter referred to as the "Excess Usage Fee") will be incurred. Company will enable Customer to review the consumption status of Customer's usage volume and Included Amount through <https://gw.portal.idxhub.io/subscriptions>. Customer is responsible for managing its own usage volume. Company is not obliged to provide notice that the Included Amount has been reached or to set a cap on Excess Usage Fees.

5. Billing. Company will charge the monthly fee for the first Usage Period on the initial Commencement Date and, thereafter, on each Commencement Date, charge the monthly fee for the applicable Usage Period and any Excess Usage Fees incurred during the immediately preceding Usage Period. Even if this Agreement is terminated, Company may charge any Excess Usage Fees incurred during the terminated Usage Period on the date corresponding to the first Commencement Date occurring after the expiration of that Usage Period.

6. Free Addition of Included Amount. Company may add to the Included Amount free of charge. Any amount added free of charge may be subject to conditions specified at the time of such addition, and such amount shall not be subject to the request set forth in the preceding paragraph.

7. Changes to Fees. Company may change the monthly fee, Included Amount, overage unit price, and credit consumption rate in accordance with Article 21. Such changes shall apply to the Usage Period beginning on the first Calculation Date following the effective date of the changes.

8. Fees do not include consumption tax, value-added tax, or any other indirect taxes. Customer shall bear these taxes. Customer shall provide Company with the tax registration number (including VAT registration numbers for customers located within the EU) that Company reasonably requires in order to process taxes accurately. Customer shall provide it to Company.

9. Payment Methods and Late Payment Charges. Customer shall pay the fees in the manner prescribed by Company. If payment is made by a method other than credit card payment, the payment due date for invoices shall be the last day of the following month. Company may charge

late payment damages at a rate of 14.6% per annum (calculated on a daily basis using a 365-day year) for delayed payments and may suspend use pursuant to Article 18.

10. If withholding tax is imposed on any payment from Customer to Company, Customer shall bear such tax so that Company receives the full amount invoiced. However, this shall not apply where a reduced tax rate applies under an applicable tax treaty and Customer provides the documentation necessary for such application.

Article 7 (Handling of Customer Content and Output)

1. Customer warrants that it has the proper authority to use or provide Customer Content on the Service and that such use or provision does not violate any applicable law or any agreement with any third party.

2. Personal Information. The scope of Personal Information that may be included in Customer Content and Customer's data minimization obligations shall be as set forth in Article 3 of the AUP. Customer shall limit the Personal Information contained in Customer Content to the minimum necessary and, where possible, process it so that the Data Subject cannot be identified before transmitting it.

3. Entrustment Relationship. Notwithstanding the preceding paragraph, if Customer Content contains personal data, Company will handle such personal data as a person entrusted by Customer with the handling of personal data. In such case, the DPA shall apply and shall prevail with respect to matters concerning the handling of personal data. Customer is responsible for having a lawful basis for transmitting personal data to the Service and for providing the necessary notice to, or making the necessary public announcement to, the data subjects.

4. Customer shall be responsible for handling and resolving any transactions, communications, disputes, or other matters arising between Customer and any third party in connection with Customer Content, and Company shall not be liable for any of them.

5. Ownership of Rights. Intellectual property rights in Customer Content shall belong to Customer or third parties, whether before or after transmission to the Service. Company does not claim any rights in Customer Content.

6. Provision to Third-Party Model Providers. Company will use Customer Content or provide it to Third-Party Model providers (including OpenAI, Google, Anthropic, SpaceXAI (formerly xAI),

Microsoft Japan Co., Ltd. (Azure OpenAI Service), and Amazon Web Services Japan G.K. (Amazon Bedrock)) solely for the purpose of providing the Services. The latest list is set out in Appendix 3 of the DPA.

7. Retention by Company. Company will retain Customer Content and Output for the periods specified in the following items and delete them after the expiration of the applicable periods. Company does not use Customer Content or Output to train or further train machine learning models.

(1) Customer Content uploaded through the file feature and output files generated as a result of processing: For three days from the date of upload. After the expiration of such period, Company will automatically delete it.

(2) Data returned by the API as a result of job execution: Company does not retain such data.

(3) Records relating to job execution (hereinafter referred to as "Execution Logs") : 7 years. This is because execution logs contain Customer's identifier, year and month, billed amount, number of credits consumed, and other information necessary to aggregate charges, and constitute books and documents required to be retained under the Corporation Tax Act and other laws and regulations. Execution logs do not include the contents or file names of Customer Content or Output. If a longer retention period is required by laws or regulations, such longer period shall apply.

(4) File attribute information: The size, creation date and time, and expiration date and time shall be retained for the same period as in the preceding item. After the period specified in Item 1 has elapsed, when Company deletes a file, it shall replace the file name with a SHA-512 hash value. Other than those listed in the preceding items, there are no attributes that retain values entered by Customer.

8. Deleted. The files referred to in Item 1 of the preceding paragraph shall be automatically deleted upon expiration of the period specified in that item. If Customer wishes to request deletion before the end of the relevant period, Customer shall contact Company at privacy@k-intl.co.jp.

9. Handling by Third-Party Model Providers. Company will select Third-Party Model providers based on Company's selection criteria and enter into agreements with such providers providing that Customer Content and Output transmitted through the Service will not be used to train or

further train machine learning models (hereinafter referred to as the "No-Training Special Agreement"). and provisions concerning security management. (Such agreements include those entered into by Company by agreeing to data processing terms, terms of use, and other terms and conditions specified by such providers.) If such provider is located in a foreign country, Company shall take the measures set forth in Article 7-2, Paragraph 5. Company shall regularly verify the handling practices of such providers.

10. Disclosure Regarding Abuse Monitoring. Some Third-Party Model providers retain Customer Content and output for a certain period of time and subject them to review by their personnel for the purpose of monitoring abuse of their services. Company cannot use settings to avoid such handling by such providers. The name of the relevant provider, the retention period, and whether confirmation is required are listed in the list in the preceding paragraph. Customer may avoid this handling by not specifying the relevant provider's model.

11. Customer shall retain the information necessary for Customer Content at Customer's own responsibility, and Company shall not be liable to compensate Customer for any damages incurred by Customer as a result of the deletion or erasure of Customer Content.

12. Output. As between Company and Customer, intellectual property rights in the Output shall belong to Customer. Company may use the Output solely for the purpose of providing the Services. Company will not disclose or share the Output with any third party without Customer's permission. Customer acknowledges the following:

(1) The uniqueness of the Output is not guaranteed, and similar or identical Outputs may be generated for other customers from similar Inputs.

(2) Company makes no representations that the Output is protected by copyright or other intellectual property rights, or that it is not subject to the rights of any third party.

(3) Use of the Output shall be subject to the AUP and Article 9, Paragraph 3.

13. Customer shall not copy, distribute, or reproduce, in whole or in part, any data provided in advance within the Service to any third party for any purpose other than Customer's own use.

Article 7-2 (Handling of Personal Information)

1. Personal Information Protection Policy. Company publishes its policy on the protection of Personal Information at https://www.k-intl.co.jp/privacy_policy and handles Personal

Information in accordance with that policy.

2. Purpose of Use. Company will handle personal data entrusted to Company by Customer only to the extent necessary to provide the Service and Company will not use such data beyond that scope.

3. Supervision of Contractors. If Company further outsources part of the handling of personal data entrusted to Company by Customer to a third party, Company will select that third party in advance based on Company's selection criteria, enter into an agreement that includes provisions concerning the safe management of personal data, further outsourcing, reporting on the status of handling, and reporting in the event of an incident, and periodically verify the status of such handling.

4. Disclosure of and Changes to Subcontractors. The name of the sub-processor, the country in which it is located, and a summary of the measures it has taken are set forth in Appendix 3 of the DPA. If Company adds or changes a sub-processor, Company shall notify Customer at least 30 days before the effective date (or, if the period from the date on which Company receives notice of such addition or change from the sub-processor until the effective date is less than 30 days, without delay after receiving such notice). If Customer does not agree to such addition or change, Customer may terminate this Agreement before the Effective Date, in which case Article 17, Paragraph 7, Item 2 shall apply. Updates to the information regarding the name of the sub-processor, the country in which it is located, and a summary of the measures it has implemented (limited to updates that do not involve the addition or change of a sub-processor) shall be made by updating Appendix 3 in the preceding paragraph, and no individual notice shall be given.

5. Provision to third parties in foreign countries. If Company provides personal data to a third party in a foreign country, Company shall, by appropriate and reasonable means, ensure that the third party implements measures consistent with the purpose of the provisions of Chapter 4, Section 2 of the Personal Information Protection Act (including special provisions prohibiting learning). By ensuring the implementation of such measures, Company shall establish a system that conforms to the standards set forth in Article 16 of the Ordinance for Enforcement of the Personal Information Protection Act. Such methods include, in addition to entering into an individual contract with the third party, establishing a binding arrangement by agreeing to the data processing terms, terms of use, or other terms established by the third party. This shall not

apply if the foreign country is a country designated by the Personal Information Protection Commission.

6. Ensuring the ongoing implementation of equivalent measures. Company shall, at least once a year, regularly verify, by appropriate and reasonable means, the status of the third party's implementation of equivalent measures referred to in the preceding paragraph, as well as the existence and details of systems for the protection of personal information in the relevant foreign country. If an impediment arises to the implementation of equivalent measures, Company shall take necessary and appropriate measures and, if it is difficult to resolve the impediment, cease providing personal data to the relevant third party.

7. Provision of information upon the Data Subject's request. Upon the Data Subject's request, Company shall provide the following information regarding the preceding two paragraphs. If such request is made through Customer that is the entrusting party, Company shall provide such information to Customer.

(1) Name of the relevant foreign country

(2) Information on systems for the protection of personal information in the relevant foreign country

(3) Overview of the equivalent measures to be taken by the relevant third party

(4) Methods and frequency of verification under the preceding paragraph

(5) In the event that any impediment arises to the implementation of the Corresponding Measures, the existence and details of such impediment, and the measures taken by Company

8. Personal Data Transferred from the EU and the UK. If Customer transmits to the Service any personal data transferred pursuant to an adequacy decision from within the EU or the UK, Customer shall notify Company in advance. Such notification may be made by email or any other method specified by Company and need not be made through the input fields of the Service. Company will handle such Personal Data in accordance with the Personal Information Protection Act and the Supplementary Rules established by the Personal Information Protection Commission. In addition, with respect to the scope of Special Care-Required Personal Information, as provided in Article 3, Paragraph 1 of the AUP, Company will uniformly apply the level required by the supplementary rules, regardless of the origin of the data.

9. Response to Requests for Disclosure, etc. Customer, as the entrusting party, shall respond to requests from the Data Subject for disclosure, correction, addition, deletion, suspension of use, erasure, or cessation of provision to third parties, and Company shall provide the necessary cooperation. If Company receives a request directly from the Data Subject, Company will forward it to Customer.

10. Response in the Event of Leakage, etc. If Company becomes aware of any leakage, loss, damage, or other incident involving personal data entrusted to it by Customer, Company shall promptly notify Customer and provide the necessary information. Reports to the Personal Information Protection Commission and notifications to the Data Subject, as stipulated in Article 26 of the Personal Information Protection Act, shall be made by Customer.

11. Contact Point for Complaints and Consultations. The contact point for complaints and consultations regarding the handling of personal information shall be Company's contact point for complaints, consultations, and inquiries (privacy@k-intl.co.jp).

12. In the event of any inconsistency between the provisions of this Article and those of the DPA, the DPA shall prevail.

Article 8 (Confidentiality)

1. Company shall treat as confidential any non-public information (including Customer Content and configuration information) disclosed or provided to Company by Customer in connection with Customer's use of the Service (hereinafter referred to as "Confidential Information") and shall not disclose or divulge such information to any third party without Customer's prior written consent, unless otherwise provided in this Agreement or an Individual Agreement. However, the following information shall be excluded from Confidential Information.

(1) Information that was publicly known before being disclosed or provided by Customer, or that became publicly known after being disclosed or provided by Customer through no fault of the Company

(2) Information that Company had already lawfully obtained without being subject to any obligation of confidentiality before receiving disclosure or provision thereof from Customer;

(3) Information that Company learned after being disclosed or provided by Customer based on lawful authority;

(4) Information required to be disclosed by law or at the request of a competent authority (Customer shall be notified to the extent legally permissible);

2. The obligations set forth in the preceding paragraph shall survive for three (3) years after the termination of this Agreement and, with respect to trade secrets, shall survive without limitation as to time.

Article 9 (Nature of the Service and Customer's Obligation to Verify)

1. Nature of the Service. The Service is an API platform service that converts documents and text from one format of expression to another. For further details and features, please refer to the technical documentation.

2. Intended Purpose. The Service is not intended for, and have not been validated or adapted for, the purpose of evaluating, scoring, ranking, screening, or otherwise making or assisting in making decisions about individuals. Details regarding permitted and prohibited uses are set forth in the AUP.

3. Probabilistic Outputs. Outputs are probabilistic, in part because they are generated by Third-Party Models. Outputs may be incomplete, may omit information contained in Customer Content, or may contain values that appear fluent and reasonable but are not present in Customer Content.

4. Verification Obligations. Customer shall verify Outputs before relying on them and shall not use Outputs in any process in which an unverified error could cause harm to human life or bodily injury, or serious loss. Customer acknowledges that the Service is provided on the premise of such allocation of responsibility and that the fees reflect it.

5. Changes to Third-Party Models. Company may change, replace, or discontinue Third-Party Models. Accordingly, the characteristics, format, and quality of the output may change. Article 7-2, paragraph 4 shall apply if a Third-Party Model provider is added or changed.

6. Disclosure of the Use of Artificial Intelligence. Customer shall be responsible for the obligations imposed on Customer as a user of artificial intelligence systems, including the obligation to inform its own end users that artificial intelligence is being used and the obligation to provide markings or disclosures on content that Customer publishes.

7. Machine-Readable Markings. At this time, Company does not provide machine-readable

markings indicating that the output has been generated by artificial intelligence. If marking becomes necessary, Company will provide notice in accordance with Article 21 and describe the method of marking in the technical documentation.

8. Disclaimer of Professional Advice. The Services do not provide legal, medical, financial, regulatory, or other professional advice, and the output must not be treated as such advice.

Article 10 (Intellectual Property Rights of the Company)

1. Any and all intellectual property rights relating to the Services, technical documentation, the Underlying Platform, and other tangible and intangible components comprising the Services (including Japanese Patent No. 6993751). shall belong to Company or third parties that have licensed their use to Company. This Agreement does not transfer any of these rights to Customer.

2. Customer may not use Company's trademarks (including "LDX hub" and the names of each Service), except when factually referring to the Services or where otherwise agreed in writing.

3. Feedback. If Customer provides Company with suggestions or comments regarding the Services, Company may use them without limitation and without any obligation to Customer. Customer must not include Customer's Confidential Information in any Feedback.

Article 11 (Security and Authentication)

1. Company shall maintain an information security management system certified under ISO/IEC 27001. In addition, Company has obtained Privacy Mark certification for its personal information protection management system (certification number 10840770).

2. If Company becomes aware that an event has occurred that materially affects the confidentiality, integrity, or availability of Customer Content, Company will notify Customer without delay. Where Personal Data is involved, Article 7-2, paragraph 10 shall apply.

3. Customer is responsible for the security of Customer's own systems, credentials, and integration components, as well as the security of output after it has been returned.

Article 12 (Availability, Support, and Reliance on External Services)

1. Except where a separate Service Level Agreement applies, the Service is provided without any guarantee of a particular level of availability. Company will use commercially reasonable efforts to keep the Service available and will endeavor to provide advance notice of scheduled maintenance

to the extent reasonably practicable. The scope of support shall be as separately determined by Company.

2. In any of the following cases, Company may suspend or interrupt the provision of all or part of the Service without prior notice to Customer: Company shall not be liable for any damages incurred by Customer as a result of any suspension or interruption under this paragraph.

(1) In the event that emergency maintenance or inspection work is required for the facilities used to provide the Service

(2) In the event of a failure in the facilities used to provide the Service

(3) In the event that the Service can no longer be operated due to force majeure, such as an earthquake or lightning strike

(4) In the event that Company determines that it is necessary to temporarily suspend the Service for operational or technical reasons

3. Dependence on External Services. The Service uses external services, including API gateway services, cloud infrastructure, and Third-Party Models, as part of its system. If these external services become unavailable, the Service may also become unavailable; however, Company shall not be liable for any damages incurred by Customer as a result.

4. Company may establish rate limits and quotas and may modify them to the extent necessary to protect the stability or security of the Service.

Article 13 (Modification and Discontinuation of the Service)

1. Company may, at its discretion, modify the content, functions, and other aspects of the Service from time to time, including by adding, modifying, or deleting functions and endpoints.

2. If Company discontinues a Service or makes a backward-incompatible change to an existing API Endpoint, Company will notify Customer at least 30 days in advance in a manner Company deems appropriate.

3. Even if Company is unable to provide at least 30 days' prior notice due to unforeseen circumstances, the enactment, amendment, or repeal of laws or regulations, or unavoidable circumstances such as natural disasters, Company will notify Customer as promptly as possible.

4. If Company discontinues a Service that Customer is currently using, Customer may terminate

this Agreement with respect to that Service and Customer may receive a pro rata refund of the portion of the monthly fees already paid corresponding to the period from the date of termination to the expiration date of the applicable Usage Period.

5. Where notice is given in accordance with the procedures set forth in this Article, Company shall not be liable for the consequences of any modification or discontinuation of the Services, except for the refund set forth in the preceding paragraph.

Article 14 (Warranties and Disclaimer of Warranties)

1. Each party warrants that it has the authority to enter into this Agreement.
2. Company shall provide the Service with reasonable skill and care.
3. Company does not warrant that the Services will meet Customer's specific intended purpose of use or achieve specific results for Customer, including with respect to the accuracy, reliability, or usefulness of the Service.
4. Company does not warrant that Customer will be able to use the Services satisfactorily on all operating systems, programming languages, and client implementations, nor is Company obligated to conduct operational verification or make improvements to provide such a warranty.
5. The Service is provided "as is," and Company does not warrant that the Service will be free of bugs or defects or that the Service will not experience interruptions, suspensions, or other failures.
6. Company makes no warranty that the output will be accurate, complete, or current, or that it will be suitable for regulated operations or decision-making processes.
7. Nothing in the preceding paragraphs shall limit any warranty or right that cannot be excluded under laws applicable to Customer.

Article 15 (Limitation of Damages)

1. Company shall be liable for the Services only to the limited extent provided for in each provision of these Terms. Company shall not be liable for matters that each provision of these Terms states are not warranted, are not Company's responsibility, or are Customer's responsibility.
2. If Customer suffers damages in connection with the Services due to causes attributable to Company, Company shall be liable to compensate Customer only for ordinary and direct damages

actually incurred by Customer. In such event, Company's total liability for damages shall be limited to the amount of fees received by Company for the use of the Services during the three-month period preceding the date on which the event giving rise to the damages first occurred.

3. Company shall not be liable for indirect, incidental, special, or consequential damages, lost profits, loss of revenue, loss of anticipated savings, loss of goodwill, or loss or damage to data.

4. Notwithstanding the preceding two paragraphs, Company shall not be liable for damages arising from the use of or reliance on output that Customer has not verified in accordance with Article 9, Paragraph 4.

5. The limitations in Paragraphs 2 and 3 shall not apply to damages caused by Company's willful misconduct or gross negligence.

6. If any provision of these Terms that exempts or limits Company's liability is deemed not to have been agreed upon by operation of law or is held invalid, the limitations under the other provisions shall remain unaffected, and Company shall be liable to compensate Customer only for ordinary and direct damages actually incurred by Customer.

7. This Article does not limit or exclude liability arising from death or personal injury, or liability that cannot be limited or excluded by law.

Article 16 (Indemnification)

1. Indemnification by Customer. Customer shall indemnify Company against any losses, liabilities, damages, expenses, and reasonable attorneys' fees incurred by Company arising out of any of the following:

(1) Customer's violation of the AUP or Article 5

(2) Any claim that Customer Content infringes a third party's rights or that Customer Content was transmitted without the necessary rights

(3) Any claim brought by Customer's own customers, end users, or principals arising out of Customer's use of the Services or Output, including any claim arising out of a decision Customer makes in reliance on Output

(4) Any violation of laws applicable to the use selected by Customer

(5) Any claim arising from Customer's transfer, without providing the notice under Article 7-

2, paragraph 8, of personal data received pursuant to an adequacy decision from the EU or the UK

2. Indemnification by Company. Company will indemnify Customer against any claim by a third party alleging that Customer's use of the Services as permitted under this Agreement infringes that third party's intellectual property rights, provided that Customer promptly notifies Company, gives Company control of the defense, and reasonably cooperates with Company. This Section does not apply to (i) Output, (ii) Customer Content, (iii) any combination of the Service with anything not provided by Company, or (iv) use in violation of this Agreement.

3. The scope of Company's indemnification under the preceding paragraph is subject to the cap set forth in Article 15, Paragraph 2. Customer's indemnification under Paragraph 1 of this Article is not subject to such cap.

Article 17 (Term, Termination, and Effects of Termination)

1. This Agreement shall remain in effect until terminated in accordance with this Article.

2. Customer may terminate this Agreement at any time by closing its Account. Termination shall take effect upon the expiration of the subscription period during which notice of termination is given, and Customer may use the Service until the expiration date of such subscription period. Monthly fees already paid are non-refundable.

3. Company may terminate this Agreement upon thirty (30) days' prior notice.

4. If Company reasonably determines that Customer falls under, or is likely to fall under, any of the following circumstances, Company may terminate this Agreement without prior notice or demand.

(1) If any false information is found in the registration information

(2) If payment is suspended, or a petition is filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation

(3) If Customer is subject to a disposition suspending transactions by a bill clearing house

(4) If a third party files a petition for compulsory execution, preservative execution measures, or an auction

(5) If Customer is subject to a petition for provisional attachment, provisional disposition, civil execution, or disposition for delinquent payment of taxes and other public charges

(6) If Customer violates the AUP and Company reasonably determines that such violation is material

(7) If continued provision of the Services would cause Company to violate applicable laws or regulations

5. If Customer violates this Agreement or engages in conduct contrary to good faith in commercial transactions (excluding cases falling under any item of the preceding paragraph) If, despite having demanded cure within a reasonable period, such cure is not effected within that period, Company may terminate this Agreement.

6. Customer may terminate this Agreement by written notice if Company materially breaches this Agreement and fails to cure such breach within thirty (30) days after Company's receipt of notice thereof, or if any event described in Paragraph 4, Item 2 occurs with respect to Company.

7. Treatment of Fees.

(1) If Customer terminates this Agreement pursuant to Paragraph 2, any monthly fees already paid will not be refunded, and any unused included allowance will expire at the end of the applicable Usage Period.

(2) If Company terminates this Agreement pursuant to Paragraph 3, or if Customer terminates this Agreement pursuant to Paragraph 6 due to Company's material breach, Company shall refund, on a pro rata daily basis, the portion of the monthly fees already paid corresponding to the period from the date of termination through the expiration date of the applicable Usage Period.

(3) If Company terminates this Agreement pursuant to Paragraph 4 or Paragraph 5, the monthly fees already paid will not be refunded, and Company's other remedies will not be affected.

(4) Notwithstanding the preceding items, the obligation to pay excess usage fees incurred during the terminated Usage Period shall survive termination of this Agreement, and Company may charge such fees in accordance with Article 6, Paragraph 5.

8. Upon termination of this Agreement for any reason, Customer shall immediately cease using

the Services and may not use the Services thereafter.

9. Upon termination of this Agreement, Company will delete data stored in the Service in accordance with the period specified in Article 7, Paragraph 7. Article 14 of the DPA shall prevail with respect to the handling of personal data. Company shall not be liable to compensate Customer for any damages incurred by Customer as a result of deleting data pursuant to this paragraph.

10. Article 6, Paragraphs 5, 9, and 10; Article 7, Paragraphs 5, 7, 8, 12, and 13; and Article 7-2 (excluding Paragraph 4) , Articles 8, 9(4), 10, 14, 15, and 16, paragraphs 7 through 9 of this Article, and Articles 19, 20, 23, and 24 shall survive termination of this Agreement.

Article 18 (Suspension of Use)

1. Company may suspend all or part of Customer's access to the Services if Company reasonably determines that any of the following applies:

- (1) Customer is in breach of the AUP or these Terms;
- (2) Continued access poses a security risk to the Services or any third party;
- (3) Customer's use has caused, or is likely to cause, a deterioration in the quality of the Services for other customers;
- (4) Customer has failed to pay an amount that is past due;
- (5) Suspension is necessary to comply with applicable laws or regulations or to respond to a request from a competent authority.
- (6) Customer's usage significantly exceeds normal levels, giving rise to suspicion of unauthorized use, improper use, or leakage of authentication information.

2. Company shall notify Customer of the suspension and, where practicable and where such notice would not increase the risk, give Customer an opportunity to remedy the issue before the suspension takes effect.

3. Suspension of use shall not suspend Customer's payment obligations, extend the Usage Period, or add any content.

4. Company shall not be liable for any damages incurred by Customer or any third party as a result of actions taken by Company under this Article.

Article 19 (Compliance with Laws and Regulations, Export Controls, and Sanctions)

1. Each party shall comply with all laws and regulations applicable to it in connection with this Agreement.
2. Customer acknowledges that the Services and Third-Party Models used in the Services may be subject to export control laws and regulations and sanctions laws and regulations, including the Foreign Exchange and Foreign Trade Act and, where applicable, the U.S. Export Administration Regulations (EAR). Customer shall not access or use the Services, or permit others to use any output, in violation of such laws and regulations.
3. Customer represents that neither Customer nor its Users are located in a country or territory subject to comprehensive sanctions, act on behalf of persons located in such country or territory, or are designated persons under applicable sanctions laws and regulations.
4. Each party shall not offer or receive any improper benefit in connection with this Agreement.

Article 20 (Exclusion of Anti-Social Forces)

1. Customer represents and warrants that neither Customer nor any of its officers currently falls under any of the following: an organized crime group; a member of an organized crime group; a person for whom five years have not elapsed since ceasing to be a member of an organized crime group; a quasi-member of an organized crime group; a company or organization affiliated with an organized crime group; a corporate racketeer or the like; a person engaging in activities purporting to be social movements or the like; a special intelligence violent group or the like; a person coexisting with such groups; a person associated with an organized crime group or the like; or any other anti-social organization or force equivalent thereto (hereinafter referred to as "Anti-Social Forces") represent and warrant that it does not fall under the foregoing, does not fall under any of the following items, and will not fall under any of them in the future.

- (1) Having a relationship in which an Anti-Social Force is deemed to control management
- (2) Having a relationship in which an Anti-Social Force is deemed to be substantially involved in management
- (3) Having a relationship in which an Anti-Social Force is deemed to be improperly used, such as for the purpose of obtaining illicit benefits for oneself, one's company, or a third party, or causing damage to a third party

(4) Having a relationship in which one is deemed to be involved with an Anti-Social Force, such as by providing funds or other benefits or extending favors

(5) Any officer or person substantially involved in management having a relationship with an Anti-Social Force that is socially reprehensible

2. Customer shall not, either personally or through a third party, engage in any of the following acts:

(1) Violent demands

(2) Making unreasonable demands beyond legal liability

(3) Making threatening statements or using violence in connection with a transaction

(4) Spreading rumors, using fraudulent means or force to damage the other party's credit, or obstructing the other party's business

(5) Any other acts comparable to those set forth in the preceding items

3. If there are reasonable grounds to suspect that Customer is an antisocial force or falls under any of the items of Paragraphs 1 and 2, Company may investigate whether Customer is in violation thereof, and Customer shall cooperate with such investigation. In addition, if Customer becomes aware that it falls under any of the items of Paragraphs 1 and 2 or is likely to fall under any such item, Customer shall immediately notify Company thereof.

4. If Customer violates any of the preceding three paragraphs, Company may cause Customer to forfeit the benefit of time and may terminate all or part of this Agreement by written notice to Customer without any procedures, including notice or demand.

5. Company shall bear no obligations or liability whatsoever for any damages suffered by Customer as a result of termination pursuant to the preceding paragraph.

Article 21 (Amendment of these Terms, etc.)

1. If Company determines that there have been changes in various circumstances, including social conditions, economic conditions, and fluctuations in the tax system; changes in laws and regulations; changes in the circumstances relating to the Service; or other reasons, Company may, to the extent not contrary to the purpose of providing the Service, change the amount of fees for use of the Service, the content of the Service, the content of these Terms and the AUP, and other

terms and conditions (hereinafter referred to as the "Contents of these Terms, etc.") may be amended.

2. If Company changes the contents of these Terms, etc. pursuant to the provisions of the preceding paragraph, Company shall notify Customer of the revised contents and the effective date by sending an email to the account registration contact and posting the information on the LDX hub console.

3. Notice under the preceding paragraph shall be provided for the periods set forth below.

(1) For material changes or changes disadvantageous to Customer, no later than 30 days before the effective date

(2) For other changes, changes required by laws or regulations or at the request of regulatory authorities, or changes necessary to address security risks, by no later than 7 days before the effective date

4. If Customer does not agree to the changes set forth in Item 1 of the preceding paragraph, Customer may terminate this Agreement before the effective date, in which case Article 17, Paragraph 7, Item 2 shall apply.

5. If Customer continues to use the Service after the effective date, Customer shall be deemed to have agreed to such changes.

6. Changes under this Article shall be made only to the extent that they satisfy the requirements set forth in Article 548-4, paragraph (1), item (ii) of the Civil Code (that the changes do not contravene the purpose of the contract and are reasonable in light of the circumstances pertaining to the changes).

Article 22 (Assignment, Subcontracting, and Notices)

1. Customer shall not, without Company's prior written consent, cause a third party to succeed to Customer's position under this Agreement, or assign, cause a third party to succeed to, or provide as collateral all or any part of Customer's rights or obligations under this Agreement.

2. If Company transfers its business relating to the Service to another company, Company may, in connection with such business transfer, transfer to the transferee its position under this Agreement, its rights and obligations under these Terms, and Customer's registration information

and other customer information, and Customer shall be deemed to have given prior consent to such transfer pursuant to this paragraph. The business transfer set forth in this paragraph includes company splits and any other cases in which a business is transferred.

3. Company may, at its discretion, outsource all or part of the operations necessary for the provision of the Service to a third party and shall be responsible for the performance of such third party.

4. Notices regarding the Service and other notices from Company to Customer as provided for in these Terms shall be given by email or by other methods prescribed by Company. Notices by email shall be deemed to have been received when they are sent by Company and would ordinarily have been received.

5. Notices to Company shall be given to 6th Floor, Kagurazaka Kitagawa Building, 6-42 Kagurazaka, Shinjuku-ku, Tokyo, or to privacy@k-intl.co.jp.

Article 23 (Governing Law, Jurisdiction, and Language)

1. These Terms and this Agreement shall be governed by the laws of Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

2. The Tokyo District Court shall have exclusive agreed jurisdiction as the court of first instance over any and all disputes arising out of or relating to these Terms or this Agreement.

3. The preceding paragraph shall not deprive Customer of any right to bring an action that cannot be excluded by agreement under laws applicable to Customer.

4. Language. These Terms are published in Japanese and English. In the event of any inconsistency between the two, the Japanese version shall prevail.

Article 24 (General Provisions)

1. Force Majeure. Company shall not be liable for any damages incurred by Customer if the provision of the Service is hindered by natural disasters, infectious diseases, epidemics, the enactment, amendment, or repeal of laws or regulations, outages of infrastructure essential to the provision of the Service, or any other force majeure event.

2. No Partnership, Agency, or Employment Relationship. This Agreement does not create a partnership, agency, or employment relationship between the parties.

3. Severability. Even if any provision of these Terms or any part thereof is held to be invalid or unenforceable under applicable laws or regulations, the remaining provisions of these Terms and the remaining portions of any provision held to be invalid or unenforceable in part shall continue in full force and effect.

4. No Waiver. Failure to enforce any provision does not constitute a waiver of that provision.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions. provided, however, that this shall not apply where there is a separate agreement entered into in writing.

6. Third-Party Rights. This Agreement does not grant any rights to any person who is not a party to this Agreement.

7. Publicity. Neither party may use the other party's name as a customer reference without the other party's prior written consent.

Article 25 (Consultation)

If any issue arises between Customer and Company in connection with the Service, both parties shall consult in good faith and endeavor to resolve it.

Established on September 7, 2026

Kawamura International Co., Ltd.