

# UNWIRED LOGIC MASTER SERVICES AGREEMENT

We have updated Our Master Services Agreement ("MSA"). If You are a new Customer, this MSA is effective as of 1 MAR 2023. If You are an existing Customer, We are providing You with prior notice of these changes which will be effective as of 1 MAR 2023. For the previous version of Our MSA, please refer to the document We provided to You individually. For a PDF version of this MSA, please download the file attached in this article.

In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Service Order or Statement of Work, the terms of the Service Order or Statement of Work shall control. Non-English translations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version shall prevail.

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## 1 ENGAGEMENT OF COMPANY'S SERVICES

- 1.1 SCOPE OF SERVICES:** The Company's obligation to render services under this Agreement will be conditional upon the exchange, the procedure of which shall be limited to those specified in Section 7.1, from time to time of a written Statement of Work ("SoW"), signed by both Parties, in the form attached to this Agreement as Exhibit A. Section 7.5 shall not be applied to the exchange of any SoW. The services to be rendered by the Company will be limited to those specified in such SoW. Subject to the terms of this Agreement, the Company will use the same care and diligence to render the services set forth in any SoW as it does in conducting its own business.
- 1.2 NON-EXCLUSIVITY:** The Client acknowledges that the Company provides services of a similar or different nature to other clients. The Company shall not discriminate unfavorably against the Client in rendering services, but nothing in this Agreement may be interpreted as granting the Client any higher priority or preferential access to the Company's services, as compared to the Company's other clients.
- 1.3 CLIENT SUPPORT:** Subject to the terms and conditions of this Agreement, the Client undertakes to provide the Company with the information, access to facilities and assets, and other support necessary for the Company to render the services set forth in any SoW and, generally, to exercise the same care and diligence in providing support to the Company as it does in conducting its own business.
- 1.4 FORCE MAJEURE:** Parties to this agreement shall not be deemed to be in breach of any obligation under this Agreement if failure of the party to comply with such obligation results primarily from:
- i. The failure of any governmental authority to grant any consent, approval, waiver, or authorization or any delay on the part of any governmental authority in granting any consent, approval, waiver or authorization;
  - ii. The failure of any vendor to deliver in a timely manner any equipment or service;

iii. Any act of war or insurrection, riot, fire, accident, explosion, labor unrest, strike, civil unrest, work stoppage, condemnation or any similar cause or event not reasonably within the control of the party.

**1.5 METHOD OF RENDERING SERVICES:** The Company may decide at its sole discretion on the location and means of rendering the services specified in any SoW. This may include but is not limited to rendering services remotely or locally on the Client's site. The Company shall normally render services during the hours of 09:00 am to 06:00 pm. The Client shall not have the right to set defined work hours. The Company shall be reasonably responsive to the Client's needs and shall be punctual in attending scheduled appointments and conferences with the Client or others, as the Company's services require. The Company shall be reasonably available during normal business working hours to meet the needs of the Client. The Client agrees, however, that for the purpose of this Agreement, "availability" does not exclusively mean presence in person and may include ability to communicate through telephone or email. In addition, the Company may from time to time make use of third-party contractors to render services specified in any SoW, provided that:

- i. The Company will remain primarily liable for the quality of service rendered unless the Client has entered into a direct agreement with the third party;
- ii. Such third party undertakes in writing to be bound by the confidentiality provisions of this Agreement;
- iii. The Client shall not be liable for any additional fees associated with the use of such third party unless the Client has agreed in writing in advance. However, the Client will reimburse reasonable expenses incurred by such third party to the same extent that such expenses would be reimbursable had they been incurred directly by contractor.

**1.6 INDEPENDENT COMPANY RELATIONSHIP:** The Company's relationship with the Client is that of an independent company, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Neither the Company nor its employees are authorized to make any representation, contract, or commitment on behalf of the Client unless specifically requested or authorized in writing to do so by the Client.

## **2 COMPENSATION**

**2.1 STANDARD FEES:** Unless otherwise specified in a SoW, the Client hereby agrees to pay to the Company an amount equal to the number of hours spent by the Company or its executives, directors, officers, employees or agents in performance of services on behalf of the Client, multiplied by the appropriate rate per hour shown in the table below.

Role	Subtotal
Senior Consultant - Hourly Rate (Hourly Rate with a 4-hour minimum)	25,000 JPY / 250 USD
Consultant - Hourly Rate (Hourly Rate with a 4-hour minimum)	15,000 JPY / 150 USD
Associate Consultant - Hourly Rate (Hourly Rate with a 4-hour minimum)	10,000 JPY / 100 USD

**2.2 INVOICES:** The Company will present the Client with an invoice for services at intervals set out in the relevant SoW. Any queries in respect of an invoice should be raised with the Company within 10 calendar days of receipt. The Client hereby agrees to pay all invoices within 30 calendar days of issue. The Client is liable for all local and international bank fees and charges.

**2.3 FAILURE TO PAY:** In the event that any amount owed to the Company remains unpaid more than 30 days after the issue of the relevant invoice, the Client hereby agrees that until such time as all amounts owing to the Company are fully paid, the Company may

(a) subject to any applicable laws, charge interest at a rate of 15% per annum on any outstanding amount (including taxes and expenses), compounded monthly from the date of issue of the relevant invoice; (b) stop providing services and, at the Company's sole discretion, terminate this Agreement (including any SoW(s) related to this Agreement) without further notice, and (c) regardless of Section 3.5, retain documents and papers belonging to the Client, together with the Company's own records. If the Company is holding any of the Client's money on account or otherwise, the Company may use such funds towards settlement or partial settlement of any amounts outstanding from the Client to the Company, unless otherwise agreed in writing between the Parties.

**2.4 REIMBURSEMENT OF EXPENSES:** The Client also agrees to reimburse the Company for all reasonable out-of-pocket expenses incurred by the Company in its performance of the services hereunder. Out-of-pocket expenses shall not include the Company's administrative overhead, office expenses, and other expenses that are incurred in the ordinary course of the Company's business, but shall be limited to expenses that are specifically required relating to the services to be provided to the Client. The Company shall be responsible for maintaining complete and accurate books and records regarding these expenses and shall present the Client with copies of all receipts and other proof of payment if requested by the Client. Where expenses might be substantial, the Company retains the right to ask the Client to pay an amount on account before any liability is incurred, or to arrange for the Client to be billed directly in respect of such expenses.

**2.5 TAXES:** As for taxes which the Company is liable to pay, the Company is solely responsible for and will file on a timely basis all tax returns and other tax filings, and make all payments required to be filed with or made to any federal, state, country, prefecture, city, town, or local tax authority with respect to the performance of services and receipt of fees under this Agreement, provided however, that the Company may invoice the Client and the Client shall pay any sales, consumption, value-added or equivalent taxes that the Company is required by law to charge in respect of any

services provided. The Company is solely responsible for, and must maintain adequate records of, expenses (except those which are billed directly for the Client in accordance with Section 2.4) incurred while performing services under this Agreement. No part of the Company's compensation will be subject to withholding by the Client for the payment of any Company employee social security, federal, state, country, prefecture, city, town, or other employee payroll taxes.

### **3 CONFIDENTIAL INFORMATION**

- 3.1 DEFINITION OF CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean all information received by either the Client or the Company (the "Receiving Party") from the other party (the "Disclosing Party"), in whatever form, relating to the business activities, financial affairs, products, trade secrets, operations, customers, or suppliers of the Disclosing Party and any other information received by the Receiving Party from the Disclosing Party that may reasonably be used by a third party to gain a commercial advantage over the Disclosing Party.
- 3.2 NONDISCLOSURE AND NONUSE OBLIGATIONS:** The Receiving Party will use Confidential Information solely to fulfill its obligations under this Agreement or a related SoW. The receiving Party agrees that it shall not use disclose or permit the use or disclosure of the Disclosing Party's Confidential Information to any third party except as permitted under this Agreement or with Disclosing Party's prior written consent. The Receiving Party will immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of the Confidential Information.
- 3.3 EXCLUSIONS FROM NONDISCLOSURE AND NONUSE OBLIGATIONS:** The Receiving Party's obligations under this Section 3.2 ("Nondisclosure and Nonuse Obligations") with respect to any portion of Confidential Information shall terminate when the Receiving Party can document to Disclosing Party's reasonable satisfaction that:

- i. It was in the public domain at or after the time it was communicated to the Receiving Party by the Disclosing Party through no fault of Receiving Party;
- ii. It was rightfully in Receiving Party's possession free of any obligation of confidence at or after the time it was communicated to Receiving Party by the Disclosing Party;
- iii. The communication was necessary in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement.

**3.4 DISCLOSURE OF THIRD-PARTY INFORMATION:** The Company shall not communicate or provide any information to the Client, or bring any information onto the Client's premises, in violation of the proprietary rights of any third party, including, without limitation, any former employer of the Company. Such information includes, but is not limited to, proprietary information related to such third party's product research and development, features, release schedules, customer lists, marketing plans, financial information, personnel, costs and pricing, or any other confidential information of such third party not in the public domain.

**3.5 RETURN OF CLIENT'S PROPERTY:** All materials furnished to the Company by the Client or developed by the Company in the performance of services under this Agreement or which contain or are derived from Confidential Information (collectively, the "Client Property") are the sole and exclusive property of the Client or its suppliers or customers. The Company agrees to promptly deliver the original and any copies of the Client Property to the Client at any time upon the Client's written request. Upon termination of this Agreement by either party for any reason and at the Client's written request, the Company agrees to promptly deliver to the Client or destroy, at the Client's option, the original and any copies of the Client Property.

## **4 TERM AND TERMINATION**

- 4.1 **TERM:** This Agreement is effective as of the Effective Date set forth above and will automatically renew for successive one-year periods on the first anniversary of the Effective Date unless terminated earlier as set forth below.
- 4.2 **TERMINATION BY THE CLIENT:** The Client may terminate this Agreement, with or without cause, at any time upon ninety (90) days prior written notice to the Company. The Client also may terminate this Agreement immediately in its sole discretion upon the Company's material breach of Section 3 ("Confidential Information") and/or upon any acts of gross misconduct by the Company directly affecting this Agreement or the relationship with the Company.
- 4.3 **TERMINATION BY COMPANY:** The Company may terminate this Agreement, with or without cause, at any time upon ninety (90) days prior written notice to the Client. The Company may terminate this agreement immediately at its sole discretion during the term of a Statement of Work if any payment of the Company's invoice is past due.
- 4.4 **SURVIVAL:** The rights and obligations contained in Sections 2 ("Compensation"), 2.3 ("Failure to Pay"), 3 ("Confidential Information"), 5 ("Noninterference with Business"), 10 ("Severability"), 11 ("Waiver"), 13 ("Arbitration"), 14 ("Entire Agreement"), 15 ("Governing Law"), and 16 ("Limitation of Liability") will survive any termination or expiration of this Agreement and continue in full force and effect thereafter.
- 4.5 **TERMINATION OF ZENDESK LICENSES:** Should the Client be subscribing to licenses the terms of service shall apply, including details on contract cancellation and downgrades  
<https://www.zendesk.com/company/agreements-and-terms/reseller-terms-of-service>.
- 4.6 **TERMINATION OF STOREGANISE LICENSES:** Should the Client be subscribing to licenses the terms of service shall apply, including details on contract cancellation and downgrades  
<https://storeganise.com/terms>.

## 5 NONINTERFERENCE WITH BUSINESS



During this Agreement, and for a period of twelve (12) months following its expiration or termination, the Client agrees not to solicit or induce any executive, director, officer, employee, or third-party contractor to terminate or change an employment, contractual, or other material relationship with the Company.

## **6 SUCCESSORS AND ASSIGNS**

This Agreement may not be assigned by either party without the other party's prior written agreement.

## **7 NOTICES**

**7.1 DELIVERY OF NOTICES:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated:

- i. By personal delivery when delivered personally;
- ii. By overnight courier upon written verification of receipt;
- iii. By email upon acknowledgement of receipt of electronic transmission;
- iv. By certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below.

**7.2 SPECIFIED ADDRESS OF THE COMPANY:** The Company specified the following address as its Specified Address. Notice(s) to the Company by certified or registered mail shall be sent there.

Specified Address of the Company: 2-2-15 Hamamatsucho  
Diamond Building 2F, Minato-ku Tokyo 105-0013

**7.3 SPECIFIED ADDRESS OF THE CLIENT:** The Client specified the following address as written in the SoW. Notice(s) to the Client by certified or registered mail shall be sent there.

**7.4 CHANGE OF SPECIFIED ADDRESS:** The Parties may change their respective Specified Addresses by written notice in accordance with Section 7.

**7.5 FICTITIOUS DELIVERY:** Given that the Company or the Client sends its notice to the Specified Address (or to a changed Specified Address in accordance with Section 7.4) of the other party by overnight courier, certified mail, or registered mail, the notice shall be treated as delivered at the time when it would be reasonably delivered even if it is not really delivered because of unknown forwarding address, incorrect address, absence of the recipient, or other similar reasons.

## **8 EXCHANGE RATE FLUCTUATION**

All software products such as, but not limited to Zendesk, Storeganise, SweetHawk, ClickUp and Freshworks licensing is calculated at current FX rates and subject to change upon renewal of contract period.

## **9 SOFTWARE TERMS AND CONDITIONS**

Information regarding the Terms and Conditions for the respective software can be found using the links below.

Zendesk: <https://www.zendesk.com/company/customers-partners/reseller-terms-of-service/>

Storeganise: <https://storeganise.com/terms>

SweetHawk: <https://sweethawk.com/terms>

HelpHouse: <https://helphouse.io/en/legal/master-subscription-agreement/>

Freshworks: <https://www.freshworks.com/terms/>

ClickUp: <https://clickup.com/terms>

Calcumate: <https://calcumate.co/terms-of-service>

## **10 SEVERABILITY**

Should any provisions of this Agreement be held by a court of law or an arbitral tribunal to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

## **11 WAIVER**

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by the party.

## **12 THIRD PARTY WARRANTIES**

The Company makes no representation with respect to the availability or effectiveness of any third-party warranties and will have no responsibility or liability in respect of any such warranties.

## **13 ARBITRATION**

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The Parties agree that the arbitral tribunal shall consist of one arbitrator appointed in accordance with such rules. The Parties shall each bear their own legal fees with respect to such arbitration but shall share equally the other costs and expenses.

## **14 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Statements of Work and services undertaken by the Company for the Client. This Agreement may only be changed by

mutual agreement of authorized representatives of the Parties in writing. This Agreement may be executed in counterparts.

## **15 GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of Japan, without regard to conflict of law principles.

## **16 LIMITATION OF LIABILITY**

Neither party shall be liable for the consequential, incidental, indirect, punitive, or exemplary damages of the other party, including lost profits or interruption of business. The liability of either party, including payment of attorney's fees, for losses, damages, liabilities, suits, and legal action (whether based on contract, negligence, strict liability, or otherwise), regardless of the form of bringing such action, shall not exceed in aggregate the total amount paid by the Client to the Company during the term of this Agreement.