Soliton OneGate
Service Appendix

Soliton Systems K.K.

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The capitalized terms defined in Soliton Cloud Service Terms of Service (the "**Terms**") have the same meanings as set forth therein.

1. Service Hours

Subject to Section 3 below, the Service is provided 24 hours / 7 days.

2. Monitoring of Service System

Subject to Section 3 below, the Service System will be monitored 24 hours / 7 days. Notwithstanding the foregoing, any devices and equipment located at Customer's locations, including, but not limited to, Soliton AdConnector, NetAttest EPS-edge, will not be monitored by Soliton.

3. Scheduled Suspension and Notice

In the event that Soliton suspends the Service System's operation for system maintenance, Soliton will give notification of the date, time and period of such suspension in advance by placing a notice on Soliton's website or sending an email notification to Customer of the reseller from which Customer has purchased Licenses. Soliton will make reasonable efforts to give such notification at least ten (10) days before the suspension. Notwithstanding the foregoing, in the case of emergency, Soliton may, at its discretion and without notice, conduct an emergency maintenance, which may include suspension of the Service System.

4. Country where Data is Stored

For the Service, Customer's data will be stored in Germany, which stored data may be accessed by Soliton's employees and subcontractors in Japan.

5. Data Deletion

Soliton will delete Customer's data stored on the Service System within forty-five (45) days after the termination/expiration date.

6. Notice of Service Discontinuation

In the event that Soliton determines to discontinue the Service, Soliton will notify Customer at least three (3) month prior to the effective date of the discontinuation on its website or by email.

7. Software Updates

Customer will, at its responsibility, install updates provided by Soliton to the Service Software.

Soliton will update the Service System on its end as necessary.

8. Descriptions of Service

The Service comprises the following functions. Please see the manual for details of these functions.

(a) Cloud-based authentication service that syncs account information and federated authentication with Active Directory on an intranet. Customer is required to install our Service Software, "Soliton ADConnector", in an environment connected to Active Directory.

(b) Single Sign-On function that allows Users authenticated by Soliton OneGate to securely log in to certain web services.

(c) Issuance of client certificates used for authentication when logging into Soliton OneGate, etc.

(d) Wi-Fi/VPN authentication by RADIUS protocol using user information and client certificates issued by Soliton OneGate in collaboration with network devices. NetAttest EPS-edge device must be installed in an environment connected to the Internet and the network devices. (* _this is a WiFi/VPN Authentication option_)

(e) Auto-completion or logging in to web applications and native applications using Soliton PasswordManager software with IDs and passwords stored on Soliton OneGate. (** _this is a PasswordManager option_)

9. Service Software

Following is a list of the Service Software for the Service:

- Soliton AdConnector (for Windows Server)
- Soliton Key Manager (application for iOS/Android, software for Windows/macOS)
- Soliton PasswordManager (application for iOS/Android, software for Windows)

10. License

The Service requires the service plan (three types), the options (two types) and the user licenses:

(a) Service plan

Customer must select one of the following service plans:

Plan	Service Descriptoins	Are Options Available?
PKI	Issuance of certificates	Yes
Basic	Issuance of certificates, basis SSO	Yes
Standard	Issuance of certificates, basis SSO, additional functions (including PasswordManager)	Yes
NetAttest EPS Cloud Certificate Distribution	Issuance of certificates *	No

* this option is available only with NetAttest EPS (hardware product, sold separately)

(b) Options

The following options are available (not available for NetAttest EPS Cloud Certificate Distribution plan)

- Wi-Fi/VPN Authentication Option

    Customer can use this option during the period for the NetAttest EPS-edge option the Customer purchased. Customer is required purchase one option license for each NetAttest EPS-edge device to be used.

- PasswordManager Option

Customer is required to purchase the option license for each User that uses this option. Customer can purchase additional option licenses in increments of 10 licenses.

(c) User License

Customer must purchase the user license for each user registered with the Service System. To register additional Users, Customer is required to purchase additional user licenses. Following is the minimum purchase requirement for each plan.

- PKI Plan: 70 licenses

- PKI Plan + Wi-Fi/VPN License Option: 100 licenses

- Basic Plan: 70 licenses

- Standard Plan: 40 licenses

- NetAttest EPS Cloud Certificate Distribution Plan: 1,000 licenses

To purchase additional licenses, Customer can purchase the licenses in increments of: 10 licenses for PKI/Basic/Standard Plans, and 1,000 licenses for NetAttest EPS Cloud Certificate Distribution Plan.

11. Service Term Unit and Minimum Service Term.

(a) All Licenses are one-year license and will automatically renew for the same term and with the same terms and conditions as the immediately preceding term unless (i) the Service Term is changed in accordance with the Terms, or (ii) Customer gives Soliton a notice of non-renewal in advance, in accordance with the Terms.

(b) Unless otherwise agreed, Soliton will not sell Licenses for longer than one-year term.

12. Information Obtained through Service and Purposes of Information Use

Soliton collects and obtains the following categories of information ("**Obtained Information**") about Customer and Users through the Service processes such Obtained Information for the following purposes, subject to the terms of the DPA:

(a) Information obtained at the time of applying for the Service

Information to be provided in the orders or otherwise provided by Customer in the process of purchasing the Service. This category of information will be used in relation to or for setup of the Service System, performance of Soliton's obligations with respect to the Service, managing the sales-related data, provision of support service, and notifications to Customer.

(b) Information saved by Customer's Administrator and Users for the Service

This category of information will be used for settings and configurations for the Service System's operation. This category of information includes the information set out in Soliton OneGate Administrator Manual.

If Customer uses the certificate authentication function, the following information will also be registered with the Service System:

(i) Information on the Service Devices (the product name, version, IMEI, UDID, MAC Address)

(c) Information contained in the Service's logs

This category of information will be used for investigating service events, problems and errors, and improvement of the Service. This category of information includes the information set out in Soliton OneGate Administrator Manual.

If Customer uses the certificate authentication function, the following information may also be included in the Service System's logs:

(i)   Logs relating to the certificate authority (certificates' DN and serial numbers)

(ii)   System Logs (Administrator account, the client devices' IP addresses)

(iii) User authentication logs (user ID, device's MAC address)

With regard to the processing by Soliton of personal data (as defined in GDPR) on behalf of Customer, Soliton and Customer agree to the terms and conditions of the DPA.

13. **Service Level**

(a) Definitions:

(i)   "**Monthly Downtime**" means the total time in a particular calendar month during which the following functions of the Service are not operational and available to Customer.

(A)   Registration of Users with OneGate using Active Directory
(B)   Account sync function between Soliton OneGate and the cloud services adopted by Soliton OneGate
(C)   Login authentication by Soliton OneGate (single sign-on to the cloud services adopted by Soliton OneGate)
(D)   Function to issue client certificates (where certificate authentication is used to log in to Soliton OneGate)
(E)   Proper connection with NetAttest EPS-edge (where WiFi/VPN Authentication Option is purchased)
(F)   Proper connection with PasswordManager

* the Monthly Downtime is calculated based on the records of Soliton's service monitoring system.

** suspension of the Services not due to an error is not counted toward the Monthly Downtime.

*** any Service suspension not due to malfunction or error (e.g. scheduled suspension for maintenance) are not considered Monthly Downtime.

****Monthly Downtime is measured based on the period from the first day to the last day of a calendar month.

(ii)   "**Monthly Uptime Percentage**" is calculated as follows:

(Total Monthly Time – Monthly Downtime) / Total Monthly Time * 100

(iii) "**Total Monthly Time**" is calculated from the first day through the last day of a calendar month.

(b) During the Service Term, the Monthly Uptime Percentage will be at least 99.5% in any calendar month.

(c)   If the Monthly Uptime Percentage of any particular calendar month is less than 99.95%, Customer will be eligible to receive the service fee credits in accordance with the following table, but only up to the total amount of the fees for that month. This is Customer's sole and exclusive remedy for any failure to meet the 99.95% service level.

Monthly Downtime is 22 minutes or more but less than 7 hours* (<=99.95% - > 99%)	10% of the monthly fee (excluding tax)
Monthly Downtime is 7 hours or more but less than 3 days (<= 99% - > 90%)	50% of the monthly fee (excluding tax)
Monthly Downtime is 15 days or more (< 90%)	100% of the monthly fee (excluding tax)

* Depending on the number of days in a particular month, the Monthly Uptime Percentage may still be above 99.95% even if the Monthly Downtime is longer than 22 minutes. The hours and days above are all for reference purposes only.

Upon Customer's request, Soliton will calculate the Monthly Uptime Percentage to determine the applicability, and if applicable, the service fee credits will be applied to the service fees to be charged following the request. If, at the time when the service fee credits would otherwise be applied, there is no more scheduled payment or the next payment is to be made more than three month after that time for such reasons as (i) the Service already terminates or expires; or (ii) the service fees are pre-paid, then the amount of the service fee credits will instead be refunded to Customer.

(d)   If the functions listed in Section 13(a)(i) are not operational or available for any of the following reasons, that is not counted towards the Monthly Downtime.

(i)   The unavailability of the functions is caused by any reason attributable to the system used for the Service but not under Soliton's control (data center, internet connection, a third party's cloud service, etc.)

(ii)   Maintenance involving temporary suspension of the system (including emergency maintenance) for improvement or maintenance of the Service's performance, quality or security.

(iii)   Temporary suspension of the Service due to a failover which occurs in consistent with the Service System's specifications.

(iv)   A natural disaster, fire, war or terrorism.

(v)   DoS attack or other types of hacking or cyber-attack.

(vi)   Breach by Customer of any of its obligations under the Agreement or the Terms.

(vii)   In connection with the installation or implementation of the Service.

(viii) If the criteria set forth in Section 13(c) is not met based on Soliton's calculation.

(ix)   Any other matter or event that is beyond Soliton's reasonable control.

(e)   The service fee credits or refund under this Section 13 is not available in any of the following:

(i)   If the month is during a free period or free trial period.

(ii)   An error occurs to any system that would not affect the Monthly Downtime (e.g. operation services or monitoring services)

(iii) Error or suspension for any reason other than relating to the devices or facilities directly controlled by Soliton (e.g., Customer's devices, devices provided by Soliton and installed in Customer's environment, error in connection with data communication path to the Service System)

(iv) User of Service Software of a version that is no longer supported.

(v) Any error occurring due to any use or operation (i) by Customer or (ii) by Soliton in accordance with Customer's instruction, while the Service's functions are operational and available, or any error occurring due to Customer not having taking actions in accordance with Soliton's instruction or notification.

(f) Request for the service fee credits must be made using a form to be provided by Soliton (the "**Form**") and with all attachments required by Soliton no later than 30 days after the recovery date. The request can be made only once per month for each function that experienced a downtime. The information submitted in the Form and the attachments are used only for the purposes of necessary investigation, application of the credits and refund. Neither the Form nor any attachment will be returned to Customer. Notwithstanding the foregoing, if the Service is purchased through a reseller, only the reseller can submit this request to Soliton, and Customer may not directly submit this request to Soliton.

14. Special provisions for Wi-Fi/VPN Authentication Option

(a) Soliton will make reasonable efforts to ship the same number of NetAttest EPS-edge as the number of the purchased Wi-Fi/VPN Authentication Option licenses to the designated address of Customer (or the reseller, if purchased through a reseller) within 5 Business Days after Soliton receives and accepts the corresponding order. However, Soliton will not be responsible or liable for any delay in shipment or delivery. NetAttest EPS-edge devices might be delivered after the Service's Start Date.

(b) Customer is responsible to install NetAttest EPS-edge in accordance with the manuals provided by Soliton. Title to NetAttest EPS-edge devices will pass to Customer upon its delivery.

(c) In the event of any malfunction of a NetAttest EPS-edge device (the "**Malfunctioning Unit**"), Soliton will make reasonable efforts to have its subsidiary or authorized partner send a replacement unit on the next Business Day after Soliton has concluded that the Malfunctioning Unit needs to be repaired. The replacement unit device may be a different model than the Malfunctioning Unit with the functions equivalent to those of the Malfunctioning Unit.

(d) Customer must send the Malfunctioning Unit to Soliton's subsidiary or authorized partner to the address designated by Soliton within 5 Business Days after delivery of the replacement unit. Customer must pay or reimburse Soliton for the transportation and insurance costs for the replacement unit. If the replacement unit is not received by Soliton or its subsidiary or reseller no later than 3 Business Days after the end of the 5-Business-Day period, Customer agree that Soliton may charge Customer the price for the replacement unit. Title to the malfunctioning Unit will pass to Soliton upon its delivery, and title to the Malfunctioning Unit will pass to Customer upon its delivery.

(e) If NetAttest EPS-edge is damaged, lost, or destroyed for any reason attributable to Customer or by fire, storm, flood, earthquake, or other natural disasters or any force majeure, Soliton is not obligated to provide the repair services described in items (d) and (e) above.

(f)   Upon expiration or termination of the Service, Customer shall immediately cease the use of NetAttest EPS-edge and dispose of it at Customer's expense.

(g)   Soliton may propose a replacement of the NetAttest EPS-edge devices provided to Customer with new hardware for purposes of, among others, improving the services or ensuring the quality. In such case, proposed new hardware may be another model with functions substantially equivalent to the original models.

(h)   Customer shall not, shall ensure that its Users shall not and shall not permit any third party to, engage in any of the following acts in connection with the use of NetAttest EPS-edge:

    (i)   Modification, alteration, deletion, or destruction of NetAttest EPS-edge or any data therein;

    (ii)   Delivering, transferring, selling, redistributing, renting or leasing of NetAttest EPS-edge, or any other acts Soliton deems to be equivalent to any of those;

    (iii)   Reverse engineering, decompiling, disassembling, or any other acts Soliton deems to be equivalent to any of those;

    (iv)   Transmission or input of unauthorized data, malware, etc. using NetAttest EPS-edge or the Service;

    (v)   Any operation that is not an authorized manner of use of NetAttest EPS-edge; or

    (vi)   Any other acts that Soliton deems inappropriate.

(i)   Customer shall be responsible for the proper use of NetAttest EPS-edge in accordance with the relevant manuals and documentation provided by Soliton. Any failure caused by NetAttest EPS-edge or communications between NetAttest EPS-edge and Soliton's network will not be covered under Section 13 (Service Level).