

Terms and Conditions Agreement

This TERMS AND CONDITIONS AGREEMENT (“**Agreement**”) is a binding agreement between NABLA Mobility, Inc. whose principal place of business is located at 511 Nissan Building, 4-8-6 Iidabashi, Chiyoda-ku, Tokyo, 102-0072, Japan (“**NABLA Mobility**”) and the person or entity will use the Services that defined at the end of this Agreement (“**Customer**”). NABLA Mobility and Customer are each hereinafter jointly referred to as “**parties**” and individually as a “**party**” to this Agreement.

IMPORTANT: *This Terms and Conditions Agreement governs customer’s use and evaluation of NABLA Mobility’s Weave Fleet via this portal or any hosted environment. NABLA Mobility provides the services and access to Weave Fleet solely on the agreement and on the condition that customer accepts and complies with the agreement. By using the Services, you (a) accept this agreement and agree that customer is legally bound by its terms; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement and (ii) if customer is a corporation, governmental organization, or other legal entity, you have the right, power, and authority to enter into this agreement on behalf of customer and bind customer to its terms. If customer does not agree to the terms of this agreement, NABLA Mobility will not provide access to the products or services described herein nor license to the customer and you must not access the services.*

1. DEFINITIONS

The following definitions apply to this Agreement:

- 1.1. “**Confidential Information**” means all confidential data or information in any form disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) by any means that is designated as confidential. As a non-exhaustive list of examples, Confidential Information includes Data, information regarding a Party’s financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.
- 1.2. “**Customer**” means you, the person or entity that will receiving the Services.
- 1.3. “**Customer Data**” means any electronic data, information or material provided or submitted by the Customer in the course of using a Service. For the avoidance of doubt, Customer Data does not include data and information related to Customer’s use of the Services that is used by NABLA Mobility in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services, or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.
- 1.4. “**Customer Infrastructure**” means any information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services, on which Software is installed or will be installed.
- 1.5. “**Intellectual Property Rights**” are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, public perform, public display,

distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (ii) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

- 1.6. **“SaaS Services”** means the Weave Fleet’s initial service and associated content, operated and maintained by NABLA Mobility, and made accessible via a website or IP address designated by NABLA Mobility from time to time, or ancillary online or offline products and services provided to the Customer (and its Authorized Users) in respect of the Site.
- 1.7. **“Services”** means collectively or individually, the SaaS Services and/or the Support Services.
- 1.8. **“Support Services”** means the maintenance and upgrade services described herein and in any as may be further described in a Sales Order.
- 1.9. **“Contracted Period”** shall mean the period beginning the first business day after the Customer accepts these terms and conditions and ending as soon as either NABLA Mobility or the Customer terminates the agreement pursuant to section 11 of this agreement.

2. PROVISION OF SERVICES TO CUSTOMER

- 2.1. In return for the Customer’s consent to the agreement, NABLA Mobility shall provide the Customer access during the Contracted Period to the Weave Fleet via the SaaS Services subject to the terms and conditions of this Agreement.

3. LIMITATIONS ON USE OF WEAWE FLEET

- 3.1 Customer may use the Services and access and use the Weave Fleet only for its own internal business purposes in accordance with this Agreement. Customer shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or Products, modify, translate, or create derivative works based on the Services or the Products; copy for any purpose, rent, lease, download, transmit, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products or the Services; use the Products or Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or access or attempt to access any other NABLA Mobility subscriber accounts, files or restricted information other than Customer’s own Customer Data (as defined in Section 1). Customer shall not permit any contractor of Customer, nor any other third party to do any of the foregoing.

4. USE OF PRODUCT IS AT CUSTOMER’S RISK

- 4.1 Customer expressly acknowledges and agrees that its use and access of the Weave Fleet and Services is at its own sole risk. Customer understands that the Weave Fleet and Services may have errors, be incomplete, and may produce unexpected results. Customer agrees to backup data and take other appropriate measures to protect its programs and data and systems.

5. DISCLAIMER OF WARRANTIES

5.1 *The services and the Weave Fleet are provided “as is, where is” and NABLA Mobility makes no warranties either express or implied, as to the Weave Fleet and the services provided to customer, or any other matter whatsoever, and disclaims all implied warranties, including all implied warranties of merchantability, fitness for any particular purpose, title, non-infringement and the accuracy, completeness or fitness of any data or services provided or processed pursuant to this agreement. Without limiting the foregoing, NABLA Mobility does not warrant that the Weave Fleet or the services will meet any or all of customer’s business requirements or will operate in a particular computer environment or that the operation of the Weave Fleet or the services will be uninterrupted or error-free. In no event shall NABLA Mobility be liable for any direct, special, indirect, incidental, consequential, punitive or exemplary damages, loss of profits, or loss of goodwill, including but not limited to damages or loss due to lost data, lost profits or lost savings, arising out of or in connection with the use or inability to use, or the performance or lack thereof, of the Weave Fleet or services, even if customer has been advised of the possibility thereof. NABLA Mobility’s entire liability for any claim arising hereunder shall not exceed ten U.S. dollars (\$10.00 U.S.).*

6. CUSTOMER SHALL PROVIDE FEEDBACK

6.1 The Customer agrees, upon request, to provide feedback to NABLA Mobility about the Weave Fleet. The Customer shall keep its feedback confidential and not disclose the feedback to any other person or entity other than NABLA Mobility. Customer agrees not to disclose any of its own proprietary or confidential information to NABLA Mobility. Customer further agrees that the contents of all oral and written reports and feedback to NABLA Mobility and any other materials, information, ideas, concepts, and know-how provided by Customer (including corrections to problems or issues with the Weave Fleet) (collectively, “**Improvements**”) become the property of NABLA Mobility and may be used by NABLA Mobility for any and all business purposes, without any accounting or any payment to Customer. Customer agrees to assign and hereby does assign all Improvements conceived, communicated or provided to NABLA Mobility during the Contract Period. All feedback and Improvements described hereunder shall be considered the Confidential Information of NABLA Mobility.

7. OWNERSHIP OF PRODUCTS AND SERVICES

7.1 The Customer acknowledges that the Weave Fleet and the Services, together with all of the intellectual property and proprietary rights embedded within or arising from the Weave Fleet and the Services are the sole and exclusive property of NABLA Mobility. Customer acquires no ownership interest in the Weave Fleet or the Services from this Agreement or its use of the Weave Fleets and Services hereunder except for its limited use and access rights during the Contract Period.

8. CUSTOMER DATA AND SECURITY OF SYSTEMS

8.1 While using the Weave Fleet under this Agreement the Customer may enter Customer Data into the Weave Fleet and/or the Weave Fleet may collect Customer Data. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer’s information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer’s and its Authorized Users’ access credentials; and (e) all access to and use of the Services and Documentation directly or indirectly by or through the

Customer Infrastructure or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

- 8.2 Customer agree that NABLA Mobility may access, store, process and use any information and personal data that you provide in accordance with, the terms of the [Privacy Policy](#) and your choices.

9. CUSTOMER OBLIGATION TO MAINTAIN SECURITY

- 9.1 Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) protect against any unauthorized access to or use of the Weave Fleet and the Services; and (b) control the content of and use of Customer Data, including the uploading or other provision of Customer Data to or through the Weave Fleet and the Services.

10. CONFIDENTIALITY

- 10.1 Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that NABLA Mobility may collect aggregated statistical data regarding Customer's use of the Services and provide such aggregated statistical data to third parties. In no event shall NABLA Mobility provide to third parties specific data regarding Customer or Customer's authorized users.
- 10.2 Notwithstanding the foregoing, these provisions will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

11. PAYMENTS

- 11.1. In connection with each Services, the Customers shall pay to NABLA Mobility (a) the fees as set forth in the applicable Schedule with respect to such Services, (b) any third-party fees, costs and expenses which are charged to the Provider in connection with provision of the Services to the Customer; and (c) any other fees as agreed to by the Parties in writing (collectively, the "Fees").

- 11.2. The parties shall mutually agree upon the Fees through amicable discussions and formalize the agreed-upon amount in a separate written document. Subsequently, NABLA Mobility shall duly execute the fees table document and expeditiously furnish it to the Customer on the commencement date of this contract.
- 11.3. All amounts due under this Agreement shall be billed and paid for in the following manner (i) each Party shall invoice the other Party on a monthly basis (such invoice to set forth a description of the Services provided and reasonable documentation to support the charges thereon (including, where applicable, reasonable documentation as to such Party's cost allocation and third party costs in respect of such charges), which invoice and documentation shall be in the same level of detail and in accordance with the procedures for invoicing as provided to the Provider's other businesses) for all Services that such Party delivered or caused to be delivered during the preceding month, (ii) each such invoice shall be payable within 30 days after the date of the invoice and (iii) payment of all invoices in respect of the Services provided hereunder shall be made in the currencies that agreed by parties beforehand.
- 11.4. If any invoice is not paid in full within sixty (60) days after the date of the invoice, interest shall accrue on the unpaid amount at the annual rate equal to the ten per cent (10%), calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the thirty (30)-day payment period and the actual payment date.
- 11.5. All consideration under this Agreement is exclusive of any sales, use, excise, transfer, value-added, goods or services, or similar Tax excluding all other Taxes, including Taxes based upon or calculated by reference to income, receipts, or capital or withholding Taxes) imposed against or on Services ("Sales Taxes") provided hereunder, and such Sales Taxes will be added to the Fees where applicable. Such Sales Taxes shall be separately stated on the relevant invoice to the Recipient. The Customer shall be responsible for any such Sales Taxes and shall remit such Sales Taxes to NABLA Mobility (and such Company shall remit such amounts to the applicable taxing authority); provided that (a) in the case of value-added Taxes, the Customer shall not be obligated to pay such Taxes unless NABLA Mobility has issued to the Recipient a valid sales tax invoice in respect thereof, and (b) in the case of all Sales Taxes, the Customer shall not be obligated to pay such Sales Taxes if and to the extent that NABLA Mobility has provided any valid exemption certificates or other applicable documentation that would eliminate or reduce the obligation to collect and/or pay such Sales Taxes.
- 11.6. No Customer shall withhold any payments to NABLA Mobility under this Agreement in order to offset payments due to NABLA Mobility pursuant to this Agreement, the Separation Agreement, any Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 16 Any required adjustment to payments due hereunder will be made as a subsequent invoice.
- 11.7. The Customer shall pay the fee to the bank account that designated by NABLA Mobility and all bank fees incurred for transmitting the payment pursuant to this Section 11 will be paid by the Customer.

12. REFUNDS

- 12.1. In the event that the Customer is dissatisfied with the performance or functionality of the provided services, NABLA Mobility shall consider refunding the fees paid by the Customer, subject to the terms and conditions outlined in this clause.
- 12.2. Eligibility for Refunds: The Customer shall be eligible for a refund only if they adhere to the following conditions. Such conditions will be provided by NABLA Mobility separately as a document.

- 12.3. Refund Evaluation: Upon receipt of the Customer's refund request and accompanying documentation, NABLA Mobility shall conduct a thorough evaluation of the claim to determine its validity and eligibility for a refund.
- 12.4. Discretionary Refunds: NABLA Mobility reserves the right to exercise its discretion in evaluating refund requests. If the Customer's claim is deemed valid, NABLA Mobility shall, at its sole discretion, decide whether to grant a full or partial refund based on the extent of dissatisfaction or service failure.
- 12.5. Refund Process: If NABLA Mobility approves the refund request, the refund amount shall be calculated as follows:
 - 12.7.1. For monthly subscription services, the refund shall be prorated based on the remaining unused portion of the subscription period.
 - 12.7.2. For annual or long-term subscription services, the refund shall be prorated by month based on the remaining unused portion of the contracted term.
 - 12.7.3. For any other type of subscription services, the refund calculation should be defined and provided to the Customer respectively by NABLA Mobility on the commencement date of the contract.
- 12.6. Refund Method: Refunds, when approved, shall be issued in the same form as the original payment made by the Customer (e.g., bank transfer, etc.) and processed within thirty [30] business days from the date of refund approval.
- 12.7. Non-Refundable Circumstances: The following circumstances shall be considered non-refundable:
 - 12.7.1. Any breach of the terms and conditions of this agreement by the Customer.
 - 12.7.2. Suspension or termination of services due to violation of acceptable use policies or misuse of the provided services.
 - 12.7.3. Force majeure events or circumstances beyond NABLA Mobility's control, including but not limited to natural disasters, acts of government, or acts of terrorism.
- 12.8. Waiver: Failure by NABLA Mobility to enforce any aspect of this Refunds Clause shall not be construed as a waiver of its right to enforce any subsequent refund requests or other provisions of this agreement.

13. TERMINATION

- 13.1. The Customer may terminate this Agreement by notifying NABLA Mobility thirty (30) days before its termination date.
- 13.2. This Agreement may be terminated immediately by either party through written notice if the other party breaches any of the material provisions of this Agreement and fails to remedy such breach within thirty (30) days after written notification by the other party of such breach. Notwithstanding the foregoing, this Agreement may be terminated immediately by NABLA Mobility in the event of Customer's breach of the confidentiality, security and proprietary and related ownership rights provisions of Sections 7-10 of this Agreement.
- 13.3. The following sections will survive any termination of the agreement or of your account: 3 (LIMITATIONS ON USE OF WEAVE FLEET), 4 (USE OF PRODUCT IS AT CUSTOMER'S RISK), 5 (DISCLAIMER OF WARRANTIES), 7 (OWNERSHIP OF PRODUCTS AND SERVICES), 8 (CUSTOMER DATA AND SECURITY OF SYSTEMS), 9 (CUSTOMER OBLIGATION TO MAINTAIN SECURITY), 10 (CONFIDENTIALITY), 11 (PAYMENTS), 12 (REFUNDS), 14 (GENERAL PROVISIONS), 15 (GOVERNING LAW)

14. GENERAL PROVISIONS

- 14.1. This Agreement does not authorize the customer to use NABLA Mobility's names or trademarks for any publicity or marketing or other activities. Neither the customer nor NABLA Mobility has

any obligation to purchase anything under this Agreement. No agency, partnership, joint venture, or other joint relationship is created by this Agreement.

- 14.2. This Agreement is a complete statement of the agreement between the parties, supersedes all prior understandings or agreements whether verbal or written between the parties related to the Weave Fleet and subject matter, and any change or addition to this Agreement must be in writing and signed by both parties. Customer may not assign, transfer or otherwise authorize any other person to exercise Customer's rights, obligations, or interest in or under this Agreement without the prior written consent of NABLA Mobility. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

15. GOVERNING LAW

- 15.1. The agreement shall be governed by and construed in accordance with the laws of Japan.

16. AGREED JURISDICTION

- 16.1. Each party agrees that if any dispute arises between the Parties with respect to the agreement and the need for litigation arises, the Tokyo District Court or the Tokyo Summary Court shall be the court of exclusive jurisdiction in the first instance.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates set forth under their signatures.