

Coconut Grid Master Service Agreement

1. Purpose, Scope, and Amendments

1.1 These Master Service Agreement terms (the "Agreement") set forth the terms and conditions governing the use of the "Coconut Grid" service (the "Service") provided by Coconutmatrix Inc. ("Company") to the applicant ("Customer"), based on an application form or order form submitted by the Customer and accepted by the Company.

1.2 The Company may amend this Agreement without prior consent from the Customer, and the amended Agreement shall apply thereafter.

1.3 The Company shall notify Customers of any amendments by posting or otherwise publishing the updated Agreement on its website. Continued use of the Service after such notice shall constitute acceptance of the amended Agreement.

2. Definitions

2.1 "Service" means Coconut Grid and any related paid or free optional services provided by the Company pursuant to an application form or order form.

2.2 "User" means an individual or entity authorized by the Customer to use the Service.

2.3 "Fees" means all amounts payable by the Customer for use of the Service, including license fees, subscription fees, and optional service fees.

2.4 "Free Trial" means a limited trial use of the Service before entering into a paid agreement.

3. Provision of the Service

3.1 The Company shall provide the Service in accordance with the specifications and conditions stated in the applicable application form or order form.

3.2 Except as expressly stated in the application form or order form, the Company makes no warranties regarding the quality, performance, or specifications of the Service.

3.3 The Customer shall, at its own expense and responsibility, prepare all equipment, network connections, software environments, and other resources necessary to use the Service.

4. Subcontracting

4.1 The Company may subcontract all or part of the operation of the Service without prior consent from the Customer.

4.2 When providing information to subcontractors, the Company shall appropriately supervise and manage such subcontractors.

5. Agreement Term and Renewal

5.1 This Agreement becomes effective when the Customer submits the prescribed application form or order form and the Company accepts it.

5.2 The term of this Agreement shall be from the service start date to the service end date specified in the application form or order form.

5.3 Unless either party provides written notice at least two (2) months prior to expiration, this Agreement shall automatically renew under the same terms and conditions.

5.4 Conditions regarding Free Trial conversion, additional options, modifications, and prorated charges shall be separately defined in the applicable application form or order form.

6. Fees and Payment Terms

6.1 Fees and payment methods shall be specified in the application form or order form.

6.2 The Company shall send invoices to the email address designated by the Customer, and the Customer shall make payment by the due date stated in the invoice.

6.3 The Company may charge late payment interest for overdue payments.

6.4 Except as otherwise expressly provided, fees already paid are non-refundable.

7. Service Availability and Suspension

7.1 The Service shall generally be available 24 hours a day, 365 days a year. However, the Company may suspend all or part of the Service under reasonable circumstances including maintenance, system failures, telecommunications issues, third-party actions, or Salesforce maintenance.

7.2 The Company shall not be liable for damages incurred due to such suspension.

7.3 The Company does not guarantee the content or security of external websites linked through the Service.

8. Support

8.1 The Company shall provide support during business days from 10:00 AM to 6:00 PM JST, excluding weekends, public holidays, year-end/New Year holidays, and Company-designated holidays.

8.2 The Company shall generally respond to inquiries by email within two (2) business days.

9. Account Access and User Management

9.1 The Customer may provide Salesforce IDs, passwords, and related credentials to the Company for environment setup or testing purposes. The Company shall use such credentials only to the extent necessary for providing the Service.

10. Information Handling and Privacy

10.1 The Company shall properly manage Customer information in accordance with applicable laws and the Company's Privacy Policy.

10.2 The Company may statistically or analytically use non-personal information for purposes of improving customer service.

10.3 The Company shall appropriately supervise subcontractors and promptly notify the Customer of any material security incidents.

10.4 Both parties shall comply with applicable privacy protection and confidentiality obligations.

11. Customer Responsibilities

11.1 The Customer shall use the Service at its own responsibility and shall be solely responsible for all activities conducted through the Service.

11.2 The Customer is responsible for ensuring that all data registered or entered into the Service is lawfully obtained, accurate, and up to date.

12. Prohibited Conduct

12.1 The Customer and Users shall not engage in unauthorized access, intellectual property infringement, harassment, criminal acts, malware distribution, reverse engineering, or other inappropriate conduct.

12.2 The Company may suspend the Service or terminate this Agreement for violations of this Section.

13. Third-Party Disputes

13.1 Any disputes between the Customer or Users and third parties arising from use of the Service shall be resolved at the Customer's own responsibility and expense.

13.2 The Customer shall inform Users of this Section and endeavor to prevent disputes.

14. Confidentiality

14.1 The Company shall not disclose the Customer's name or use of the Service without prior consent, except to authorized affiliates, partners, or subcontractors subject to confidentiality obligations.

14.2 The Customer shall not disclose contract terms or security information provided by the Company without prior written consent.

14.3 The obligations under this Section shall survive termination of this Agreement.

15. Compliance and Anti-Social Forces

15.1 Both parties represent and warrant that they are not anti-social forces and will not engage with anti-social forces.

15.2 If either party violates this Section, the other party may immediately terminate this Agreement and seek damages.

16. Limitation of Liability

16.1 If the Customer is unable to use the Service due to reasons attributable to the Company, the Company may refund or credit a prorated portion of the applicable license fee.

16.2 Except in cases of willful misconduct or gross negligence, the Company's total liability shall not exceed the total fees paid by the Customer.

16.3 The Customer shall compensate for damages caused to the Company or third parties through misuse of the Service.

17. Force Majeure

17.1 The Company shall not be liable for failure to perform its obligations due to causes beyond its reasonable control, including natural disasters, telecommunications failures, pandemics, governmental actions, labor disputes, or failures of business partners.

18. Termination and Service Discontinuation

18.1 The Company may terminate this Agreement if the Customer materially breaches this Agreement or becomes subject to insolvency or similar proceedings.

18.2 The Company may discontinue the Service upon thirty (30) days' prior notice to the Customer.

18.3 No refunds shall be provided for fees already paid upon termination or cancellation.

19. Survival

19.1 Provisions intended to survive termination, including confidentiality, liability, disputes, assignment, and governing law, shall remain in effect after termination of this Agreement.

20. Assignment

20.1 The Customer may not assign, transfer, sublicense, or pledge its rights or obligations under this Agreement without the Company's prior written consent.

21. Governing Law and Jurisdiction

21.1 This Agreement shall be governed by the laws of Japan.

21.2 Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

22. Miscellaneous

22.1 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22.2 The parties may separately agree on matters not set forth herein through written or electronic agreements.

22.3 Any matters not specified in this Agreement shall be resolved through good-faith discussions between the parties.

Established: November 1, 2025

Last Updated: May 12, 2026