

AI Service Agreement

Article 1. General Provisions

This AI Service Agreement ("Agreement") sets forth the terms and conditions for using the AI service ("AI Service") provided alongside the software products and cloud services ("Services") offered by WingArc1st Inc. ("WingArc"). The use of the AI Service shall be subject to this Agreement and the terms of use of the Services ("Service Terms"). The Customer shall only use the AI Service after having agreed to the Agreement, and by using the AI service, the Customer shall be deemed to have agreed to the Agreement. In addition, in the event of any discrepancy or inconsistency between the Agreement and the Service Terms regarding the use of the AI Service, the Agreement shall take precedence.

Article 2. Grant of Usage Rights

1. WingArc grants the Customer a non-exclusive, non-transferable right to use the AI Service within the country where the Customer was established under applicable law ("Target Country"), in accordance with the Agreement and the Service Terms. The Customer may use the AI Service for their internal operations in accordance with the Agreement and the Service Terms. The detailed contents of the AI Service shall be as separately specified in WingArc's policies, manuals, and other documents ("Policies") applicable to the AI Service. The Customer shall use the AI Service in accordance with the Agreement and the Policies.
2. The AI Service utilizes external AI services, including, but not limited to, ChatGPT (provider: OpenAI), Gemini (Google VertexAI, provider: Google), AzureOpenAI (provider: Microsoft Corporation), and Amazon Bedrock (provider: Amazon.com) ("External AI Services"). The Customer shall comply with any separate terms and conditions, agreements, policies, or guidelines (collectively referred to as "Terms and Conditions") established by the provider of External AI Services ("Provider"). In the event of any conflict between the Terms and Conditions and the Agreement, the Terms and Conditions shall take precedence.
3. WingArc shall not use the data input or uploaded by the Customer to the AI Service ("Input Data") for training purposes on its Services or the AI Service (except in instances where the Customer has individually configured the AI Service for training purposes). Unless otherwise specified in the Terms and Conditions, Input Data for base models of External AI Services ("Base Models") will not be shared with other customers and will not be used for improving or training the Base Models. In addition, the data entered or uploaded to the AI Service will be transferred to Japan. Furthermore, depending on the External AI services, data may be transferred to countries outside of Japan. Protection for Input Data, output results, and other data in such cases shall be as specified by the Provider of the relevant external service. For details, please refer to the Provider's Terms and Conditions.
4. Notwithstanding the preceding paragraph, WingArc may temporarily store and search / reference Input Data on WingArc's tenant to improve the accuracy of responses to the relevant Customer and to implement the Retrieval-Augmented Generation (RAG) function. In such cases, the use of Input Data within the RAG function is limited solely to generating responses to the Customer's queries and will not be used for any other purpose.
5. WingArc shall take the utmost care through technical configuration to ensure that the Customer's Input Data is not used for any third-party output. However, this shall not apply if WingArc provides an environment where learning or sharing may occur based on the settings of the AI service (including when based on the Provider of External AI services) and the Customer explicitly chooses to use it.

Article 3. Usage Fees

If WingArc separately sets usage fees concerning the use of the AI Service, the Customer shall pay such fees to WingArc directly or through a sales agent. In such cases, the payment terms shall be separately specified. In addition, usage fees are incurred based on the Customer's subscription or application for the AI Service and are not based on actual usage. The Customer's payment obligations are irrevocable, and fees paid are non-refundable. Additionally, depending on the plan selected by the Customer, the Customer may be required to pay additional usage fees through supplementary purchases or settlement. In such cases, the Customer shall pay the usage fees for any additional or adjusted charges in accordance with the selected plan.

Article 4. Customer Responsibility

1. The Customer shall input and upload data to the AI Service at their own risk and discretion. Please note that when including personal information, trade secrets, confidential information, or similar data in Input Data, the Customer must acknowledge that the AI Service is a generative AI service and the Customer must use it in compliance with regulations and agreements concerning the handling of their information.
2. The Customer understands and agrees that information output or generated through the AI Service (including text, images, and other content; "Output Results") may, due to the nature of generative AI, contain unexpected expressions, inaccurate information, expressions contrary to public order and morals, or discriminatory or offensive expressions, and that explanations for the reasons behind such outputs may sometimes be difficult to provide. The Customer shall, at their own responsibility, verify the facts, conduct necessary checks, and make any required corrections before utilizing such Output Results for business purposes. WingArc shall bear no responsibility for detecting or removing such content.

3. The Customer shall implement appropriate information security measures (such as access management and data encryption) within the environment in which the Customer uses the AI Service.
4. The Customer shall be solely responsible for any consequences arising from their use of the AI service. This includes, but is not limited to, any damages, disputes, or legal liabilities arising from the use, disclosure, or provision of Output Results to a third party. WingArc shall assume no obligation over such matters.
5. If the Customer becomes aware of any security breaches, privacy violations, or other events that may hinder the proper use of the AI Service, or any instances where the AI Service generates inappropriate information during the use of the AI Service, the Customer shall promptly report such events or instances to WingArc.
6. The Customer shall, at their own responsibility, comply with the all applicable laws and regulations of the Target Country when using the AI Service, and shall take appropriate measures as necessary.

Article 5. Prohibited Acts

The following actions are prohibited when using the AI service:

- (1) Use that violates applicable laws, regulations, or public order and morals, and use for the purpose of generating or outputting such content.
- (2) Use for the purpose of generating or outputting misinformation, defamatory statements, discriminatory expressions, or violent or sexual content.
- (3) Misuse of the AI service, including but not limited to, the distribution of malware, sending spam, unauthorized access, authentication bypass, and prompt injection.
- (4) Any actions that adversely affect the Services and the AI Service, including excessive load and causing security breaches.
- (5) Exploring or exploiting vulnerabilities in External AI Services.
- (6) Transferring, selling (including reselling or sublicensing), or otherwise providing the AI Service or its Output Results to third parties
- (7) Reverse compilation, reverse assembly, reverse engineering, or other forms of analysis or extraction of the AI Service and its underlying models
- (8) Using the Output Results or similar data to build and publish AI models that compete with the AI Service or its underlying model
- (9) Unauthorized extraction of Output Results
- (10) Using the Output Results or similar materials in high-risk fields (such as healthcare, legal, or finance) without expert verification
- (11) Acts that infringe upon the rights of third parties, including portrait rights, privacy rights, patent rights, copyrights, and other intellectual property rights ("Intellectual Property Rights").

Article 6. Intellectual Property and Third-Party Rights

1. Unless otherwise provided by applicable law, regulations, or agreements, rights to Input Data, Output Results, and other related items shall in principle belong to the Customer or a third party authorized by the Customer. However, Intellectual Property Rights for the AI Service, excluding External AI Services, shall be retained by WingArc or third parties authorized by WingArc.
2. The Output Results of the AI Service are generated based on the algorithms of the AI models of External AI Services. WingArc does not guarantee that these do not infringe upon the portrait rights, privacy rights, or intellectual property rights of specific third parties. WingArc shall not be liable for any disputes arising between the Customer and third parties in connection with the Output Results of the AI service.

Article 7. Response to Risks of Information Leakage

WingArc will take measures to ensure that the Customer's Input Data is not used for training foundational models or for reuse by third parties, based on contracts with Providers of External AI Services and technical configurations. However, due to factors such as the nature of the Customer's Input Data, the timing of transmission, or technical limitations on the Provider's side, WingArc does not guarantee that information leakage will be completely prevented. Therefore, the Customer shall exercise sufficient caution regarding the content they transmit. In the event of any information leakage or similar incident, WingArc shall not be liable for any damages whatsoever, except in cases of WingArc's intentional misconduct or gross negligence.

Article 8. Confidentiality

1. Except as otherwise provided in this Agreement, neither the Customer nor WingArc shall use any technical, business, or operational information of the other party obtained in connection with this Agreement (including, but not limited to, confidential information about WingArc obtained through the use of the AI service, and technical information about the AI service and its vulnerabilities) except to the extent necessary for business purposes. Neither party shall disclose such information to any third party without the prior written consent of the other party. However, this shall not apply to information that (a) is already in the possession of or publicly known to the receiving party, or subsequently becomes publicly known through no fault of the party; (b) is lawfully obtained by the receiving party from a third party without any obligation of confidentiality; (c) is independently developed by the receiving party without reference to the disclosed confidential information; or (d) is required to be disclosed pursuant to applicable laws or regulations.

2. The provisions of this Article shall remain in full force and effect even after the Customer ceases to use the AI Service.

Article 9. Personal Information

If the information entered by the Customer through the AI service contains personal information, WingArc shall appropriately manage and protect such personal information appropriately in accordance with the contract concluded between WingArc and the Customer.

Article 10. Warranties or Disclaimer

1. The AI Service is provided on a best-effort basis. The underlying models may be updated at any time at the discretion of the judgment of the Providers of the External AI Services and WingArc, which may result in fluctuations in output and variations in Output Results. WingArc does not guarantee any performance or quality of the AI Service, including but not limited to response time, operating status, availability, number of simultaneous processes, generation accuracy, output consistency, or suitability for a particular purpose. WingArc also makes no warranties regarding the accuracy, completeness, reliability, usefulness, comprehensiveness, up-to-dateness, reproducibility, or non-infringement of third-party rights.
2. WingArc shall not be liable for any damages incurred by the Customer through the use of the AI Service (including, but not limited to, direct or indirect damages, or damages resulting from actions taken based on Output Results), except in cases of WingArc's intentional misconduct or gross negligence.

Article 11. Violation of the Agreement

WingArc may suspend or restrict the Customer's use of the AI Service without prior notice if the Customer violates this Agreement. Furthermore, if WingArc or any third party suffers damages as a result of such violation by the Customer, the Customer shall compensate for such damages.

Article 12. Changes to the Agreement

WingArc may change the contents of the Agreement at any time. In the event of such modification, WingArc shall notify the Customer of the effective date and the revised contents of this Agreement by posting the information on its website, and shall also notify the Customer's Administrator for the AI Service via email or other electronic means. If the Customer continues to use the AI Service after the effective date of the modification, the Customer shall be deemed to have agreed to the revised Agreement.

Enacted on September 25, 2025