

Terms of Service of Procurement Activity Support System

Article 1 Objectives

- 1 Terms of Service of Procurement Activity Support System (hereafter referred to as "the Terms") establish provisions for using the procurement activity support system (hereafter referred to as "this System").

Article 2 Eligible users

- 1 Entities that intend to use this System for participate in calls for proposals (hereafter referred to as "users") shall accept to the Terms, make a user application, and obtain approval from Nippon Telegraph And Telephone West Corporation (hereafter referred to as "NTT West").

Article 3 Services provided

- 1 NTT West shall provide users with the following services based on the Terms.
 - (1) Provision of procurement project information or the like
 - (2) Distribution of documents such as procurement descriptions
 - (3) Sending and receiving of questions and answers regarding calls for proposals
 - (4) Submission of application documents
 - (5) Viewing of information regarding selection results
 - (6) Other services deemed necessary by NTT West

Article 4 Intellectual property rights

- 1 Documents, files, or the like that this System provides to users are owned by NTT West and protected by international copyright conventions and Japanese laws related to copyright.
- 2 Users shall treat documents, files, or the like provided by NTT West as follows.
 - (1) Users shall use them only for the purpose of using this System in accordance with the Terms.
 - (2) Users shall not reproduce, modify, edit, or distribute them or apply reverse engineering to them.
 - (3) Users shall not lease, transfer, or collateralize them to third parties regardless

of the purpose.

Article 5 Confidentiality

- 1 Users shall not provide third parties with information on NTTWest that was obtained through calls for proposals without NTTWest's prior written approval.

Article 6 Availability period

- 1 Users are allowed to use this System during the period for which their "corporate account" and "corporate password" issued by this System are effective, which is one year from the issuance thereof. However, the period may be extended by one year by making an extension application, which is separately defined, within the effective period of the account.

Article 7 ID and password management

- 1 Users are obliged to properly manage their "corporate account" and "password."
- 2 Users shall not have third parties use their "corporate account" or "password" or lease or transfer them to third parties.
- 3 Users are liable for any damage caused by their breach of the preceding items.
- 4 In cases where a "corporate account" or "password" is stolen or unauthorized use thereof by a third party is found, the user shall immediately report such fact to NTTWest and follow instructions from NTTWest.

Article 8 Submission of forms of bid or the like

- 1 Application documents shall be accepted until the date and time designated by NTTWest, after which they shall not be submitted. It is users' responsibility to allow sufficient time in case of delay of communication via the Internet.

Article 9 Procedure for changing information provided in an application for use and cancelling an application for use

- 1 In cases where information provided upon application for use has changed, or in order to cancel an application for use, users shall immediately take the procedure for change or cancellation.

Article 10 Discontinuance of provision of, restriction of use of, and withdrawal of approval for use of this System

- 1 NTTWest may discontinue provision of, restrict use of, or withdraw approval for use of this System with advance notice, in cases where it finds an event that falls under any of the following items.

In emergency situations, however, NTTWest may discontinue provision or restrict use of this System without advance notice.

- (1) The user used this System for unintended purposes.
- (2) The user accessed this System without authorization.
- (3) The user intentionally obstructed the management or operation of this System.
- (4) The user sent a file infected by a virus to this System.
- (5) The user made a false application or report.
- (6) The user offended or is liable to offend public order and morals.
- (7) The user posed or is liable to pose an obstacle to system operation in a way other than above.
- (8) Other cases where NTTWest finds it necessary.

Article 11 Change, interruption, and termination of the service provided

1 NTTWest may discontinue the operation of this System without advance notice in cases where it finds an event that falls under any of the following items. NTTWest shall assume no liability for any consequences of the discontinuance.

- (1) NTT West determines that this System needs to be changed for the purpose of the operation thereof.
- (2) NTT West performs maintenance of this System due to an emergency situation.
- (3) NTT West has become unable to provide normal operation of this System due to a natural disaster, incident, or other emergency.
- (4) Other cases where NTT West determines that it has to interrupt the operation of this System for operational or technical purposes.

Article 12 Response to failures

1 In cases where this System has become unusable due to a failure or the like, users shall follow measures taken by NTTWest such as changing or postponing the closing date and time for application form submission and moving to a participation means other than use of this System.

Article 13 Disclaimer

- 1 NTTWest assumes no liability for any damage to users caused by delay or impossibility of submission of an application form or the like or delay or impossibility of display of information from this System, or the like due to a failure of computers, communication equipment, lines, or the like used by users.
- 2 NTTWest assumes no liability for any damage to users caused by impersonation, attacks, or the like.
- 3 NTTWest assumes no liability for any damage to users caused by delay or impossibility of use of this System due to a natural disaster, incident, or other events not attributable to NTTWest.

Article 14 Means of notification to users

- 1 Notification to users shall be performed through placement on the display screen of this System, by electronic mail, or by post.

Article 15 Governing law and court of jurisdiction

- 1 Effect, interpretation, and execution of the Terms shall be governed by the laws of Japan.
- 2 In cases where a dispute arises in relation to use of this System, the dispute shall be resolved by the Osaka District Court as the agreed exclusive jurisdiction for the first instance.

Article 16 Change of the Terms

- 1 Changes to the Terms shall be publicized on this website and the revised terms shall take effect upon publication.

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