

PORTERS IMEX Service Level Agreement

Effective Date: April 1, 2022

This PORTERS IMEX Service Level Agreement (“SLA”) shall apply to the use of PORTERS IMEX provided in accordance with the Terms of Use of PORTERS IMEX (“Terms of Use”) between PORTERS Corporation (“PORTERS Corp.”) and users of PORTERS IMEX (“User”). This SLA shall separately apply to each account of PORTERS IMEX held by the User.

◆ Services provided in accordance with this SLA

PORTERS Corp. will make commercially reasonable efforts to provide PORTERS IMEX at a level specified in this SLA. PORTERS Corp. shall not be liable for any damages and costs incurred in connection with a service outage of PORTERS IMEX nor provide any service credit.

◆ Notice to the User

“Notice to the User” provided by this SLA shall be given by means of posting on PORTERS Corp.’ website or sending an e-mail to the e-mail addresses registered by the User.

◆ Revision of this SLA

In a case where PORTERS Corp. revises the terms and conditions of this SLA, the details of the revision shall be notified to the User at least one (1) month prior to the effective date of the revised SLA. In a case where the User uses this service on or after the effective date of the revised SLA, the revised SLA shall apply to the User.

◆ Service Commitment

PORTERS Corp. will make commercially reasonable efforts to provide PORTERS IMEX to the User 24

hours a day, 365 days a year except for the following time:

- Service outage time: 2:00 am ~ 6:00 am
 - Maintenance time
 - Outage time due to failure
 - Outage time of this service due to an outage caused by maintenance, failure, etc., of an External Medium.
- “External Medium” means for the purpose of this SLA an external service for which the User holds an account and PORTERS IMEX works in linkage with.

◆ Maintenance

PORTERS Corp. shall conduct maintenance of PORTERS IMEX as follows:

a) Regular maintenance

PORTERS Corp. will cease to provide PORTERS IMEX during the period of time notified on the login screen of PORTERS IMEX for the purpose of regular maintenance.

In principle, prior notice of outage of PORTERS IMEX due to regular maintenance shall not be given, however, in a case where PORTERS Corp. determines that it will greatly affect the User, PORTERS Corp. shall notify the User in advance.

b) Maintenance in connection with a change in a specification of an External Medium

In a case where PORTERS Corp. judges that it needs to make some changes to PORTERS IMEX due to a change in a specification of an External Medium, PORTERS Corp. shall set a scheduled outage time of PORTERS IMEX due to maintenance and in principle, notify the User at least three (3) business days prior to or at the latest by the time of outage of PORTERS IMEX.

c) Emergency maintenance

In a case where PORTERS Corp. anticipates a risk of any failure, or mal-function, or error, or similar events

and deems it necessary to suspend provision of PORTERS IMEX services due to maintenance within five (5) business days, PORTERS Corp. shall notify the User of such scheduled date and time of outage of PORTERS IMEX as soon as it is fixed.

However, in a case where any failure occurs to the provision of PORTERS IMEX due to system failure or any other reason, PORTERS Corp. may immediately suspend the provision of PORTERS IMEX and conduct maintenance. In this case, PORTERS Corp. shall notify the User as far in advance as possible, unless an immediate response is required.

◆ Failure and restoration

a) Definition

“Failure” in this SLA shall mean a state where the User is unable to access PORTERS IMEX continuously for more than five (5) minutes, and the Failure Time shall mean the total time of the following [1] and [2]:

[1] In a case where the WEB server of PORTERS IMEX is in a state of interrupted communications due to system failure:

The time from the point in time when PORTERS Corp.’ hosting service subcontractor recognizes the interrupted communications as a failure to the point in time when it is confirmed that the WEB server has resumed processing requests, including by alternative means

[2] In cases other than [1] above:

The time required for the WEB server of PORTERS IMEX to respond after receiving a processing request

b) Restoration of failure

In a case where any Failure occurs during business hours, PORTERS Corp. shall make efforts to immediately solve such a Failure. However, in a case where a Failure occurs outside business hours, PORTERS Corp. may respond to such a Failure on the following business day.

“Business Hours” provided herein shall mean the period of time from 9:00 am to 6:00 pm on weekdays

(excluding Saturdays, Sundays, national holidays, summer and winter vacation of PORTERS Corp.).

c) Notice of Failure

In a case where any Failure occurs during business hours, PORTERS Corp. shall immediately notify the User of the information about the handling status and restoration of Failure.

In a case where it is difficult to restore the Failure within sixty (60) minutes, PORTERS Corp. shall notify the User of the handling status. However, in a case where a Failure occurs outside business hours, PORTERS Corp. may notify the User of the handling status on the following business day.

d) Handling the failures and report on the investigation of the causes

PORTERS Corp. shall make an investigation of the causes of the Failure and study its handling policy for the prevention of recurrence after the restoration of the Failure and notify the User of the Failure report describing the Failure Time, causes, and handling policy as soon as its contents are fixed.