

## Conditions for Implementing Advanced Development Consultations

### 1 Definitions

For the purpose of this Agreement, the following terms are defined as follows:

1.1 "Advanced Development Consultations" means the guidance or advice to be provided to a client ("Client") by the University of Tokyo ("University") through a faculty and/or staff of the University based on their education, research and technology, to support the Client's business or activities, in accordance with the Application for Advanced Development Consultations submitted by the Client and accepted by the University ("Application"). The Client shall bear the expenses necessary to perform Advanced Development Consultations.

1.2 "Intellectual Property Rights" means any and all world-wide intellectual property rights, including, but not limited to, patent rights, utility model rights, design rights, copyrights, trademark rights, know-how and the rights to obtain these rights.

1.3 "Parties" means the University and the Client collectively. "Party" means the University or the Client individually.

1.4 "Agreement" means this Conditions for Implementing Advanced Development Consultations agreed by the Parties.

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### 2 Implementation of Advanced Development Consultations

The University shall carry out Advanced Development Consultations in accordance with this Conditions for Implementing Advanced Development Consultations and the Application.

### 3 Termination of Advanced Development Consultations

Advanced Development Consultations shall be terminated at any of the following points.

3.1 When the University and the Client agree that the purpose stated in the Application has been achieved or realized.

3.2 When the Parties agree that achieving or realizing the purpose stated in the Application is impossible or extremely difficult.

3.3 When the period of the Advanced Development Consultation stated in the Application has expired.

3.4 When a deadline specified by agreement between the University and the Client, if any, has passed.

### 4 Payment of Fees for Advanced Development Consultations

4.1 The Client shall pay the fees for Advanced Development Consultations set forth in the Application according to the invoices issued by the University by the due date specified in the

invoice.

4.2 If the Client does not pay the fee set forth in the preceding paragraph by the due date as prescribed in the preceding paragraph, the University may request the Client to pay a delinquency payment based on the number of days from the day after the due date to the actual payment date. The delinquency payment may be claimed according to the rate of three percent (3%) per annum. At the requested by the University, the Client shall pay the delinquency payment.

4.3 As a general rule, the University shall not return the fee for Advanced Development Consultations paid by the Client. However, this may not apply if all or part of the Advanced Development Consultation could not be provided due to reasons attributable to the University.

#### 5 Accounting

Accounting related to the fees for Advanced Development Consultations specified in Article 4 above shall be done by the University.

#### 6 Ownership of Equipment, etc. acquired with the Advanced Development Consultation Fees

Ownership of all facilities, equipment, supplies, etc. acquired using the fees the Advanced Development Consultations shall belong to the University.

#### 7 Cancellation of Advanced Development Consultations or Extension of the Period

In the event of an unforeseeable event such as a delay in the Advanced Development Consultation due to natural disaster or other force majeure or unavoidable reason, the Advanced Development Consultation shall be discontinued or extended by discussion and agreement between the University and the Client. In this case, neither the University nor the Client shall be liable for any damage, loss, or liability, etc. that may occur to the other due to the discontinuation or extension of the Advanced Development Consultation.

#### 8 Handling of Advanced Development Consultation Fees due to Cancellation or Extension of Advanced Development Consultations

8.1 If there is a risk that the fees received will be insufficient due to the extension of the period based on the provisions of Article 7, the University shall immediately notify the Client in writing. In this case, the Client shall, in consultation with the University, decide whether or not to bear the additional fees.

8.2 In the case where Advanced Development Consultations are discontinued pursuant to Article 7, if there are unused portions in the amount paid according to the provisions of Article 4.1, the Client may request for a refund from the University. the University will refund the unused portions to the Client at the request from the Client.

## 9 Handling of Intellectual Property Rights

9.1 The Parties agree that Advanced Development Consultations do not aim to develop Intellectual Property Rights. However, in case when something that becomes a subject of the Intellectual Property Rights is generated in the course of the Advanced Development Consultations, the University and the Client shall discuss and determine the handling of such Intellectual Property Rights.

9.2 Nothing in this Agreement shall be construed to grant any license to the Client under any Intellectual Property Rights of the University that is obtained out of the scope of this Agreement.

## 10 Confidentiality

10.1 Neither Party shall disclose to any third party other than the academic advisor, faculty or any person of either Party who needs to know the information in order to conduct and manage the Advanced Development Consultation including professional legal or accounting advisor (the "Recipient") any information provided or disclosed by the other Party during the Advanced Development Consultation which is marked as confidential at the time of the submission or disclosure from the disclosing Party, or which is disclosed orally with a statement upon such disclosure that it is confidential and the disclosing Party notifies the receiving Party in writing within 30 days after the disclosure that such information is confidential (collectively the "Confidential Information"). Further, the Parties shall cause the Recipients to hold such Confidential Information in confidence even after the Recipients leave their work position; provided, however, that Confidential Information shall not include any information which, it can be demonstrated:

- (1) was already possessed by the receiving Party at the time of the provision or disclosure;
- (2) was already part of the public domain at the time of the provision or disclosure;
- (3) became a part of the public domain after the provision or disclosure without fault of the receiving Party;
- (4) was lawfully acquired, without any confidentiality obligations, from a third party who has the legitimate right to such information;
- (5) was independently developed by the receiving Party without reference to the Confidential Information disclosed by the other Party; or
- (6) was excluded by the prior written consent of the other Party.

10.2 If either Party is required by a competent court or administrative institution to disclose any Confidential Information under any law or regulation, it may disclose such information to such court or administrative institution; provided, however, that:

(1) it shall advise, to the extent reasonably possible, the other Party of the content prior to the disclosure;

(2) it shall make the disclosure only to the extent that is subject to such lawful order to disclose;

(3) it shall expressly state in writing, upon disclosure, that such information is confidential; and

(4) it shall, in accordance with the applicable laws and regulations, take all reasonable steps to protect such information through consultation with the other Party, if possible.

10.3 Each Party shall, and shall ensure that its Recipients shall not, without the prior written consent of the other Party, use the Confidential Information for any purpose other than for the Advanced Development Consultation.

10.4 Articles 10.1 through 10.3 shall survive the expiration or termination of the period of the Advanced Development Consultations for three (3) years; provided, however, that such period may be extended or shortened upon written agreement by the Parties.

#### 11 Publication of the Results of Advanced Development Consultations

11.1 When the University and/or the Client wish to publish results of the Advanced Development Consultations, the Parties shall discuss and agree with each other on the matters to be made public in advance as well as ensuring that they complying with the confidentiality obligations of Article 10.

11.2 When using the name, abbreviation, mark, emblem, logotype, trademark, etc. of the University for the purpose of advertising of products or other commercial purposes, the Client must first obtain the consent of the University in advance. The same shall apply in the case where the Client uses the names of the faculty or staff including the officers of the University and the academic advisor.

#### 12 Termination of the Agreement

12.1 the University and the Client may terminate this Agreement immediately if any of the following items applies and the situation is not corrected within 30 days after notification.

(1) When the other Party commits an illegal or unjust act regarding the conclusion or performance of this Agreement

(2) When the other party violates this Agreement

12.2 When the Client falls under any of the following items, the University may terminate this Agreement immediately without any notice.

(1) When a petition for bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation proceedings has been filed

(2) In the case where the bank transaction has been suspended or the payment has been suspended

(3) When a provisional order for seizure is received or the tax and public dues are dismissed

### 13 Compensation for Damages

When the University or the Client suffers damages due to the reasons set forth in the preceding article or due to willful misconduct or gross negligence of the other Party, they may claim compensation for the direct damages suffered from the other Party.

### 14 No Representation and Warranty

14.1 UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ADVANCED DEVELOPMENT CONSULTATION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE UNIVERSITY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING. THIS ARTICLE 14.1 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

14.2 For the avoidance of doubt, the University takes no responsibility of any damages incurred by the Client due to the Advanced Development Consultations, including any damages caused by sales of products and provision of services based on the Advanced Development Consultations.

### 15 Exclusion of Antisocial Forces

15.1 The Client (including its officers or employees; the same applies in the next paragraph) promises the University that it does not fall under any of the following items.

- (1) organized crime group ("boryokudan")
- (2) Member of an organized crime group ("boryokudan-in") (including those who have left an organized crime group in the last 5 years).
- (3) associate member of an organized crime group
- (4) companies affiliated to organized crime groups
- (5) Racketeer group such as "Sokaiya", "goro" advocating social movements, or crime groups specialized in intelligent crime, etc.
- (6) Other persons who fall in the preceding items

15.2 The Client promises not to carry out any of the following actions by itself or through a third party.

- (1) Violent demands
- (2) Unreasonable demands that go beyond legal responsibility
- (3) Acts that use threatening words and behavior or use violence in relation to transactions
- (4) Acts of spreading rumors, damaging the credibility of the University, or interfere with the business of the University through the use of fraudulent means or force
- (5) Other acts in accordance with the preceding items

15.3 In the event the Client violates Article 15.1 or 15.2, the University may cancel this Agreement without giving any notice.

15.4 Even if the Client incurs damages due to the cancellation of this Agreement pursuant to the provisions of the preceding paragraph, there is no need for the University to pay compensation or compensate for any damages. If such cancellation causes damages to the University, the Client will be required to compensate for the damages.

#### 16 Export Controls / Economic Sanctions

The Partner agrees to comply with applicable export controls and economic sanctions laws and regulations. Further, the Partner remains solely responsible for complying with such laws and regulations in all instances, including obtaining all necessary export authorizations and licenses.

#### 17 Term of Agreement

This Agreement shall be effective during the period of the Advanced Development Consultation. Even after the end of the Advanced Development Consultations, the provisions of Articles 9 to 11, Articles 13 to 17, and Article 19 shall remain in effect until all the matters stipulated in the relevant articles disappear.

#### 18 Discussions

When it is necessary to establish matters not stipulated herein, they shall be determined through discussion between the Parties.

#### 19 Governing Law and Jurisdiction

19.1. This Agreement shall be governed by Japanese law.

19.2. The Tokyo District Court shall have exclusive jurisdiction over any dispute relating to this Agreement for the first instance.