

Article 1. Scope of Application

- 1.1. These Terms & Conditions apply to any and all Technology Consulting Services performed by AIST Solutions Co. (hereinafter called "AIST Solutions"). Note that AIST Solutions shall entrust all or part of said services to National Institute of Advanced Industrial Science and Technology (hereinafter called "AIST," or "AIST Group" in the case AIST and AIST Solutions are referred to collectively) for implementation.

Article 2. Definitions

For the purposes of these Terms & Conditions, the following words and expressions shall have the following meanings:

- 2.1. "Client" shall mean any party who, upon receipt of the notification referred to under Article 4, Clause 1, has thereby concluded a Technology Consulting Services Contract with AIST Solutions.
- 2.2. "Executives and Employees" shall mean any executives, employees, staff (including temporary staff), visiting researchers, and any party otherwise engaged to perform work under contract with AIST Solutions, AIST, or the Client.
- 2.3. "Technology Consulting Services" shall mean the impartment of useful knowledge, which AIST Solutions performs based on the accumulated technological potential of AIST Group, as commissioned by the Client, and which involves a certain amount of labor on the part of the Executives and Employees of AIST Group, and for which the necessary costs shall be borne by the Client.
- 2.4. "Confidential Information" shall mean Any technical information and other information disclosed by AIST Group or the Client to the other party for the purposes of the Technology Consulting Services or that pertaining to its own business (excluding information obtained in the course of or as a result of the Technology Consulting Services), and which has been recorded in or orally disclosed from documents or electronic records that have been marked as confidential (including duplicates), and which is explicitly specified as confidential at the time of disclosure or through written notification by the disclosing party within thirty (30) days of the disclosure. Notwithstanding the above, information falling under any of the following Items shall not be considered Confidential Information:
 - 2.4.1. Information which is public knowledge at the time of disclosure, or which later becomes public knowledge through no fault of the receiving party;
 - 2.4.2. Information which is rightfully received from any third party without obligations of confidentiality;
 - 2.4.3. Information that can be proven in writing to have already been in the receiving party's possession at the time it was obtained from the disclosing party;
 - 2.4.4. Information that can be proven in writing to have been developed independently from without the information obtained from the disclosing party;
 - 2.4.5. Information which is developed independently after receiving information from the disclosing party which is not indicated by the disclosing party to be confidential;
 - 2.4.6. Information for which written consent for disclosure has been obtained from the disclosing party;
 - 2.4.7. Information which the receiving party is obligated to disclose by law or court order.
- 2.5. "Invention, etc." shall mean an invention in the case of a patent; a device in the case of a utility model; a creative work in the case of a design right, a copyright on a program, etc., or a layout-design exploitation right; a breed in the case of a right pertaining to variety registration; and a proposal in the case of a right to use know-how.
- 2.6. "Sponsored Research Agreement" shall mean an agreement or contract under which AIST Solutions is commissioned by the Client to conduct specific research.

Article 3. Applying for Technology Consulting Services

- 3.1. To apply for Technology Consulting Services, the applicant shall submit an "Application for Technology Consulting Services" (Form 1) to AIST Solutions.
- 3.2. To add services, extend the term of service, or otherwise modify the contents of an existing contract with AIST Solutions, the Client shall submit an "Application for Change of Technology Consulting Services" (Form 2) to AIST Solutions.

Article 4. Acceptance of Application for Technology Consulting Services

- 4.1. In the event that all of the requirements (4.1.1) to (4.1.4) specified below have been satisfied and AIST Solutions has decided to perform Technology Consulting Services, AIST Solutions shall notify the applicant of this decision via the "Notice of Acceptance of Application for Technology Consulting Services" (Form 3; hereinafter called "Notice of Acceptance"). By the above notification, a Technology Consulting Services Contract (hereinafter called "the Contract") shall thereby be concluded or modified, in accordance with these Terms & Conditions and the relevant Notice of Acceptance, between AIST Solutions and the party who has made an application under the provisions of the preceding article.
 - 4.1.1. The contents of the request contribute to the promotion of the research results possessed by AIST Group.
 - 4.1.2. The contents of the request utilize the knowledge possessed by AIST Group, and are expected to be difficult to implement through a private entity.
 - 4.1.3. The performance of the Technology Consulting Services is not expected to significantly hinder the performance of other business conducted by AIST Group.
 - 4.1.4. The party commissioning the Technology Consulting Services promises to pay the full amount of the Technology Consulting Services Fee as stipulated in Article 9, Clause 1 to AIST Solutions prior to the commencement of said services, or, subject to AIST Solutions' agreement, by the deadline specified by AIST Solutions via invoice.

4.2. In the event that AIST Solutions declines to perform the requested Technology Consulting Services, the applicant will be notified of this decision in writing.

4.3. The services to be provided under the Contract concluded or modified in accordance with Clause 1 of this Article, as well as the term of service and Technology Consulting Services Fee, shall be as stipulated in the Notice of Acceptance.

Article 5. Performance of Consulting Duties

5.1. AIST Solutions is under no obligation to provide Technology Consulting Services beyond the scope set forth in the Notice of Acceptance.

5.2. AIST Solutions shall entrust all or part of the Technology Consulting Services to AIST.

5.3. Technology Consulting Services shall be provided via in-person meetings at the offices of AIST Group or the Client, virtual meetings, telephone, e-mail, etc.

Article 6. Compliance

6.1. AIST Solutions and the Client shall comply with the provisions stipulated in these Terms & Conditions and the Notice of Acceptance.

6.2. AIST Solutions shall bring AIST into compliance with the provisions stipulated in these Terms & Conditions and the Notice of Acceptance. AIST Solutions shall bring AIST into compliance with all obligations stipulated in this Article and hereafter as the obligations of AIST Group, and shall assume liability for the conduct of AIST.

Article 7. Use of Equipment and Facilities

7.1. In the event that Executives and Employees of AIST Group or those of the Client under the instruction of the former must access either party's facilities in the course of performing the Technology Consulting Services, AIST Group or the Client shall allow access while following any necessary procedures, and shall provide any necessary conveniences to the aforementioned Executives and Employees.

7.2. In the event that Executives and Employees of either AIST Group or the Client must utilize the other party's facilities, installations, or equipment (hereinafter called "Facilities, etc.") in the course of performing the Technology Consulting Services, they shall comply with any and all internal regulations concerning the Facilities, etc. in question. In such cases, the receiving party shall provide the visiting party's Executives and Employees with any necessary training in the use of said Facilities, etc., and the visiting party shall have the relevant Executives and Employees receive said training.

7.3. In the event that the Client reserves a part of AIST's facilities for their exclusive use in the course of performing the Technology Consulting Services, the Client shall sign a separate contract stipulating any necessary provisions in accordance with the management guidelines for tangible fixed assets, etc. set forth by AIST.

7.4. AIST Group and the Client shall instruct their respective Executives and Employees to use the receiving party's Facilities, etc., as stipulated in the three preceding Clauses, with the due care of a good manager.

7.5. In the event of damage or breakage of the receiving party's Facilities, etc. due to willful misconduct or negligence on the part of Executives and Employees of the visiting party, the latter shall conduct the necessary repairs at their own responsibility and expense.

Article 8. Industrial Accidents and Worker's Compensation

8.1. In the event of any work-related injury in connection with the Contract, the employer of the injured person shall be liable for such injury, and the other party shall not be liable therefor, and said employer shall not make any claim for damages against the other party. Notwithstanding the above, the other party shall cooperate in any Worker's Compensation-related procedures, both at the time of the work-related injury and thereafter.

Article 9. Technology Consulting Services Fees and Charges

9.1. The Client shall pay the total of the following expenses plus consumption tax, etc. (hereinafter called the "Technology Consulting Services Fee") by the designated date:

9.1.1. An amount equivalent to expenses which are directly necessary for the performance of the Technology Consulting Services (hereinafter called "Necessary Expenses"), and a Technology Consulting Services Charge as compensation for guidance and advice performed based on the accumulated technological potential of AIST Group (hereinafter referred to collectively as "Direct Expenses");

9.1.2. An amount to be determined by taking into consideration expenses other than the direct expenses mentioned in the preceding Item which are deemed necessary for the performance of the Technology Consulting Services (hereinafter called "Indirect Expenses").

9.2. Any Facilities, etc. acquired through the Technology Consulting Services Fee shall be the property of AIST Solutions or AIST.

Article 10. Refund of Technology Consulting Services Fee

10.1. AIST Solutions shall not refund the Technology Consulting Services Fee paid by the Client for any reason. Notwithstanding the above, in the event that either of below Items (10.1.1) or (10.1.2) applies, the amount given by the following formula (hereinafter called the "Standard Amount of Settlement") shall be deducted from the amount already paid by the Client and the remaining amount shall be returned to the Client. Note that the "Technology Consulting Services Charge equivalent to the term up to and including the Contract termination date" shall be the amount obtained by multiplying the amount equivalent to the daily rate of said Charge (the Technology Consulting Services Charge for the Contract divided by the number of days in the term of the Contract) by the number of days up to and including the Contract termination date.

a = Technology Consulting Services Charge equivalent to the term up to and including the Contract termination date

b = Actual amount of Necessary Expenses already expended by AIST Solutions

Standard Amount of Settlement = (a + b) x (1 + Indirect Expenses Percentage)

- 10.1.1. Termination of the Contract by the Client due to AIST Solutions falling under any of the Items stipulated in Article 14, Clause 1;
- 10.1.2. Termination of the Contract by either AIST Solutions or the Client in accordance with Article 14, Clause 2.
- 10.2. In the event that either of the Items in the preceding Clause applies, if the amount paid by the Client is less than the Standard Amount of Settlement, the Client shall pay the deficit based on the invoice issued by AIST Solutions by the due date specified on said invoice. In such case, the Client shall not be obligated to pay an amount exceeding said deficit with regard to the amount outstanding of the Technology Consulting Services Fee.

Article 11. Handling of Confidential Information

- 11.1. AIST Group and the Client shall maintain strict confidentiality with regard to the Confidential Information received through the Technology Consulting Services, and shall not disclose it to any third party without the written consent of the other party.
- 11.2. Notwithstanding the preceding Clause, the Client hereby consents to the disclosure of the Client's Confidential Information by AIST Solutions to AIST, and to AIST's use thereof.
- 11.3. AIST Group and the Client shall each appoint a person responsible for handling Confidential Information, and shall strictly manage all Confidential Information.
- 11.4. AIST Group and the Client shall only disclose Confidential Information to their respective Executives and Employees who are involved in the relevant Technology Consulting Services, and upon disclosure it shall be explicitly specified that said Confidential Information is to be kept confidential, and such Executives and Employees of AIST Group or the Client shall have the same obligations as those of AIST Group or the Client under these Terms & Conditions.

Article 12. Transferring to Sponsored Research Agreement

- 12.1. AIST Solutions and the Client shall promptly enter into a Sponsored Research Agreement or any other appropriate agreement in the event that new Inventions, etc. are anticipated as a result of the Technology Consulting Services.

Article 13. Disclaimer

- 13.1. AIST Group makes no warranty of any kind, neither express nor implied, including but not limited to the warranty that the Technology Consulting Services provided under the Contract will meet the Client's demands, that said Services are fit for the specified purpose, or that any resulting technologies will be marketable or feasible. AIST Group shall not be liable to the Client or any third party for any damage incurred by the Client or any third party due to the manufacture or sale of products, provision of services, or any other acts by the Client or the Client's business partners, customers, or other persons related to the Client utilizing the contents of the Technology Consulting Services.

Article 14. Termination of Contract

- 14.1. In addition to the cases set forth in the Special Provisions section, either AIST Solutions or the Client may terminate the Contract with immediate effect in the event the other party falls under any of the following Items:
 - 14.1.1. Failure to perform according to these Terms & Conditions within a set period of ten (10) days or more upon receiving a demand for performance thereof;
 - 14.1.2. Revocation or suspension of business by a supervisory or regulatory authority;
 - 14.1.3. Dishonor of negotiable instruments or checks, execution of provisional seizure or provisional disposition, or implementation of compulsory execution;
 - 14.1.4. Petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, special liquidation, or corporate reorganization proceedings;
 - 14.1.5. Resolution for dissolution, merger, corporate separation, or transfer of all or a significant part of the business;
 - 14.1.6. Change in the management entity, such as a change in major shareholders.
- 14.2. AIST Solutions or the Client may terminate the Contract if it becomes difficult to perform the Technology Consulting Services due to a natural disaster or other force majeure, or due to the resignation, leave of absence, or long-term care of any AIST Group Executives and Employees in charge of the Technology Consulting Services.
- 14.3. Neither AIST Solutions nor the Client shall be liable for any damage, loss, liability, etc. incurred by the other party as a result of termination in accordance with the preceding Clause.

Article 15. Survival

- 15.1. The provisions of Article 11 in these Terms & Conditions shall remain in effect for three (3) years after the end of the Contract term, and the provisions of Clause 7 of Article 7.5, Article 8, Article 10, Article 13, this Article, Article 17 and Article 18 shall remain in effect indefinitely after the expiration of the Contract.

Article 16. Compliance with Security Export Control Laws

- 16.1. In transferring goods and/or technologies, Parties shall comply with the export control laws and regulations of each country and obtain all necessary approval if required by such laws and regulations. Should one Party request the other to provide information necessary for the aforementioned procedures, the requested Party shall promptly provide said information.
- 16.2. Neither party shall use the results, goods and/or technologies, and duplications thereof, obtained under the Contract for the purposes of developing, manufacturing, using, or storing Weapons of Mass Destruction (nuclear weapons, chemical weapons, biological weapons, or missiles to transport such weapons), or for any other purposes that interfere with maintaining international peace and security. Nor shall either Party provide the aforesaid results, etc. to any third party who, to the best of either Parties' knowledge, intends to use same for the aforementioned purposes.

Article 17. Agreed Jurisdiction

- 17.1. AIST Solutions and the Client hereby agree to submit to the exclusive jurisdiction of the Tokyo District Court as the court of first instance for any disputes related to the Contract.

Article 18. Other

18.1. In the event that any questions arise concerning these Terms & Conditions, or with regard to any provisions or arrangements not described herein, AIST Solutions and the Client shall consult with each other in good faith on a case-by-case basis.

Supplementary Provisions

These Terms & Conditions shall come into effect as of April 1, 2023.