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National Institute of Advanced Industrial Science and Technology, Agreement of Use for the Shared High-Performance Computer, ABCI based on the Joint Research with AIST

Established as of August 28, 2020

(Scope of Agreement)

Article 1 This agreement apply wherein a legal entity and other types of organizations approved by National Institute of Advanced Industrial Science and Technology (hereinafter, referred to as the "Institute") uses AI Bridging Cloud Infrastructure (hereinafter, referred to as "ABCI"), a shared high-performance computer operated by the Institute, with a Research Unit based on Joint Research Agreement and other forms of agreement with the institute after going through an application for user registration, as well as those accompanying services (use of ABCI and its accompanying service shall collectively be called "ABCI Service"), in accordance with Rules on Management and Use for the shared high-performance computer (Guideline 30-4). However, Agreement of Use for the Shared High-Performance Computer, ABCI shall apply wherein a legal entity and other types of organizations approved by the Institute other than the Institute uses ABCI Services after going through an application for user registration.

2 The user guide and other rules relating to ABCI services provided by the Institute on the Institute website shall form part of this Agreement.

(Definitions)

Article 2 In this agreement, "Prospective Entity" shall mean an entity and other types of organizations approved by the Institute which hopes to use ABCI Service but has not been approved by the Institute.

2 In this agreement, "User Entity" shall mean a legal entity which has made a contract with the Institute in accordance with this agreement.

3 In this agreement, "User Administrator" shall mean a person who administrates Users.

4 In this agreement, "User" shall mean a person who makes use of ABCI Service after obtaining an account from the Institute among those who are designated by a User Administrator.

5 In this agreement, "Users" shall collectively mean the User Entity, User Administrator, User Administrator, and Users.

6 In this agreement, "User Group" shall mean an aggregation of Users, such as Executives and Staff, the User Administrator and all Users who use ABCI Service for a specific type of research.

7 In this agreement, "Executives and Staff" shall mean executive officers, regular staff, and contract staff of the Institute.

8 In this agreement, "Executives and Staff, etc." shall mean executive officers, regular staff, and contract staff of the Institute as well as those who engage in business on behalf of the Institute but are not categorized as Executives and Staff.

9 In this agreement, "ABCI Administrator" shall mean a person who is assigned by the Institute to be in charge of ABCI's management.

10 In this agreement, "ABCI Operator" shall mean a person who is assigned by the ABCI Administrator to operate ABCI.

11 In this agreement, "ABCI Points" shall mean a unit given to a Research Unit by the Institute that is to be managed by the User Group. It is deducted according to use of service, such as a computational resource, etc., by the Users.

12 In this agreement, "Intellectual Property Rights" shall mean rights specified in Article 2 of the Employees' Invention Regulations of the National Institute of Advanced Industrial Science and Technology (Regulation 13-26, hereinafter, referred to as "Employees' Invention Regulations"), copyrights specified in the Copyright Act (Act No. 48 of May 6, 1970), rights corresponding to those specified in the aforesaid rights in foreign countries, and others specified in laws concerning intellectual properties or rights concerning profits legally protected by laws.

13 In this agreement, "Confidential Information" shall mean technical information and other information concerning business, not categorized into technical information, of the Institute or Users. that have been disclosed to the other party by any document, or any magnetic record (including reproduction), or orally, designated as confidential at the time of disclosure, or being noticed as confidential with disclosed contents specified in writing within 30 days after disclosure. However, such information as applies to any following item is not considered Confidential Information, including information that:

(i) is publicly known at the time of disclosure by the Institute or Users or becomes public without any reason attributable to the other party;

(ii) is rightfully obtained from a third party under no obligation of confidentiality;

(iii) can be proven in writing to have been in the other party's possession at the time of disclosure;

(iv) can be proven in writing to have been independently created, not owing to disclosure of the said information by the other party;

(v) is independently created on his/her own not owing to information disclosed and designated as confidential by the other party after the time of disclosure;

(vi) is approved in writing by the Institute or Users to disclose;

(vii) is legally required to be disclosed subject to the demand of law or court.

14 In this agreement, "Personal Information of Users" shall mean personal information regarding Users and that specified in

Article 2 of the “Protection of Personal Information Regulations of the National Institute of Advanced Industrial Science and Technology” (Regulation 27-87, hereinafter referred to as “Protection of Personal Information Regulations”).

15 In this agreement, “Inventions” shall mean those specified in Article 2-7 of the Employees’ Invention Regulations.

16 In this agreement, “Data of Users” shall mean programs, as well as data required for calculation and learning, and those results saved in ABCI memory during use of ABCI by Users.

17 In this agreement, “Operational Data” shall mean three types of information, consisting of “File Information,” “Use Information,” and “Performance Information,” secondarily generated through use of ABCI by Users. Among these, “File Information” shall mean such file information in which Data of Users are stored as file size, creation date, revision date, and the like; “Use Information” shall mean information concerning how Users use ABCI (types and amounts of resources and programs used); and “Performance Information” shall mean information concerning program performance (CPU, GPU, utilization factor of memory, and others.)

18 In this agreement, “Home Area” shall mean a storage area provided exclusively for Users along with use of ABCI Service for no additional charge.

19 In this agreement, “Group Area” shall mean a storage area provided exclusively for the User Group accompanying use of ABCI Service for an additional charge.

20 In this agreement, “Research Unit” shall mean the following organizations:

- (i) the organization stipulated in item 2, 3 and 4 on Article 6 paragraph 3 of Rules on Organization of AIST (Rules No.26-72);
- (ii) the Research Division, Research Group and Research Team established by the above organization;
- (iii) the Open Innovation Laboratory and the Cooperative Research Laboratory as defined in Article 3 of the Rules of Organization (Rules No. 26-6).

(Purpose and Use Cases)

Article 3 The Institute shall promote its research results by providing researchers with ABCI Service, a large-scale, high speed, and most advanced computation system suitable for artificial intelligence research and thereby promoting artificial intelligence research in Japan and accelerate its social implementation, and provide ABCI Service to the following use cases by the users belonging to a User Entity:

- (i) a use by a User Entity in accordance with the user registration application;
- (ii) other uses which the Institute approves.

(User Entity)

Article 4: A User Entity must be either one of the following:

- (i) a corporation which is located and registered in Japan and defined by the Companies Act (Act No. 86 of July 26, 2005);
- (ii) a university, a public institute and a non-profit organization including a research institute such as an independent administrative agency and a foundation located in Japan;
- (iii) other than the above entities, a group recognized by the Institute, a union, an institute and an equivalent corporation whose main office is located in Japan (including organizations that are not legal entities).
- (iv) A university, a public institute and a non-profit organization including a research institute such as an independent administrative agency and a foundation located outside Japan which the Institute approves.

(Qualifications)

Article 5 In order for Users to use ABCI Service, they must not act against the Foreign Exchange and Foreign Trade Act (Act No. 228 of December 1, 1949), cabinet ordinances, ministerial ordinances, circular notices, or the like concerning security trade export control grounded on the Act (hereinafter referred to as “Security Trade Export Control Laws”), as well as the Security Trade Export Control Regulations of the National Institute of Advanced Industrial Science and Technology, and other rules grounded on the Regulations (hereinafter referred to as “Security Trade Export Regulations), and must be a resident residing within Japan; Provided, however, that this shall not apply to non-residents as long as the Institute permits them to use ABCI Service within the coverage of Security Trade Export Control Laws.

2 The term “Resident” specified in the preceding clause shall mean a person who is applicable under one of the following items:

- (i) is a Japanese national and resides in Japan;
- (ii) is a Japanese national and serves for the Overseas Diplomatic Establishment in Japan;
- (iii) is a foreign national and works for an office located in Japan;
- (iv) is a foreign national and has spent six months or more in Japan after entry.

(User Registration Application and Establishment of the Contract of Use)

Article 6 A Prospective Entity which hopes to use ABCI Service, a User Administrator candidate shall be selected in the Prospective Entity among the Executives and Staff belonging to the Prospective Entity. Moreover, said User Administrator candidate shall fill out the “ABCI User Registration Application Form” (Form No. 1 in the attached sheet), designated by the ABCI Administrator, or the application screen displayed on the Institute’s website (hereinafter, collectively referred to as “Application Form”), and then submit said Application Form in written or electronic format to the ABCI Administrator for User Registration Applications.

2 The User Administrator candidate shall confirm whether all Users belonging to the Prospective Entity come under clause 1 of the preceding article at the point of application.

3 The ABCI Administrator shall notify a User Administrator of acceptance of its application only when he/she judges that all the requirements described in each item as follows are fulfilled by means of the ABCI User Answer Form (hereinafter referred to as “Answer Form”). With this notification, a contract of use shall be established between the Prospective Entity and the Institute on the ABCI service use based on this agreement (hereinafter, referred to as “the Contract of Use”). A legal entity who reaches the Contract of Use stage shall be defined as “User Entity”:

- (i) a Prospective Entity shall be compliant with Article 4;
 - (ii) the purpose of use shall be for research and development;
 - (iii) use of service shall not infringe on the promotion of public welfare, nor public or national interests;
 - (iv) use of service shall not hinder business of the Institute;
 - (v) users described in the Application Form shall not be likely to act against the rules specified in each item of Article 16-1;
 - (vi) a Prospective Entity shall be capable of paying Obligation for Compensation specified in Article 25;
 - (vii) the User Administrator candidate shall have carried out confirmation of all Users specified in the preceding clause;
 - (viii) users shall not act against Security Trade Export Control Laws, Regulations, or the like;
 - (ix) the Prospective Entity and the User Administrator candidate shall transcribe correct information on the Application Form without omission;
 - (x) other than specified in each preceding item, no special reasons exist for the use to be rejected.
- 4 The Institute may ask User Administrator candidate questions and request him/her to provide additional materials or ask a third party's opinions in order to confirm whether the requirements specified in each item of clause 3 are fulfilled.
- 5 The Institute may commission creation of the Answer Form in clause 3 and a notification work process to an outsourcer, and Users shall approve it.
- 6 For an Application Form, the Institute may require a User Administrator candidate to make a pledge in written or electronic format.
- 7 The Institute shall notify a User Administrator candidate that its application has been rejected by means of the Answer Form in cases that any one of the requirements specified in clause 3 are not fulfilled.
- 8 A User Administrator candidate may cancel its application for User Registration Application by notifying the Institute to that extent up until the Institute notifies the unit of acceptance of ABCI Service use by Answer Form.

(Cancellation and Suspension of User Registration Application)

- Article 7 The Institute may cancel acceptance of use of ABCI Service by a User Entity, or order a User Entity to suspend the use of ABCI Service, as specified in clause 3 of the preceding Article, in the event that any requirement specified in any item in the preceding clause 3 is not fulfilled or any item in Article 16-1 is unsatisfied.
- 2 Regardless of those specified in the preceding clause, the Institute may cancel acceptance of ABCI Service or suspend the use of said services as specified in clause 3 of the preceding Article in cases wherein the Institute deems it required for management purpose. In such cases, the Institute shall not have any obligation to disclose the reason for said cancellation or suspension to the User Entity.
- 3 The Institute may announce the fact when it cancels acceptance of ABCI Service or suspend the use of said services as specified in the preceding clause 2.
- 4 The Contract of Use shall be terminated by cancellation of acceptance of ABCI Service specified in the preceding clause 1 and 2.

(Change of User Registration Application)

- Article 8 In the event that any change occurs to the contents of the Application Form as submitted, based on the provision of Article 6, the User Entity and the User Administrator shall notify the Institute promptly of the details by means of the Notice of Change in User Registration Application (Form No. 2 in the attached sheet) provided by the Institute.
- 2 The User Administrator shall monitor the situations of Users and notify the User Administrator, if assigned, of any changes in affiliation or disqualification of a User, if it occurs on his/her own, or other relevant changes based on the preceding clause.
- 3 The Institute shall not accept any liabilities for damages incurred to Users or a third party by delay or negligence in submitting a notice of change.

(Providing Service and Outsourcing)

- Article 9 The Institute may provide Users with ABCI Service as specified in each of the following items, and Users shall be able to make use of the service by way of accessing it via the internet or the like:
- (i) computational resources of ABCI;
 - (ii) software provided by the Institute;
 - (iii) support for using ABCI Service;
 - (iv) support for software installation carried out by Users;
 - (v) lecture classes on ABCI use and for software usable on ABCI;
 - (vi) any other services provided by the Institute.
- 2 Among software referred to in (ii) of the preceding clause, basic software necessary for ABCI use (OS, job control, coding environment, data transmission, etc.) is provided by the Institute.
- 3 Among software necessary for ABCI use, acquisition of licensure and rights for receiving support for software other than that provided by the Institute as described in the preceding clause shall be carried out by Users and all associated costs shall be paid by Users.
- 4 The Institute shall ensure continuity from inside the ABCI system to the outside connection point, and Users shall ensure external connection from the connection point prepared by the Institute to the Users point as the internet, etc.
- 5 In the event that no seat is available in lecture classes as specified in item 5 of clause 1, Users may not be able to receive the service; however, the Institute shall not bear any liability nor provide any indemnification and compensation for them.
- 6 The Institute may commission system operation and maintenance of ABCI Service to an outsourcer, and Users shall approve it.

(Home Area and Group Area)

- Article 10 The Institute shall provide each User with Home Area capacity as separately specified. It shall be the Users' responsibility to back up data stored in the Home Area provided by the Institute. The Institute shall not bear any liabilities

for data loss due to unexpected system failure and the like. Moreover, the Institute shall not be liable for the lack of Home Area capacity for any reason attributable to Users.

2 The Institute shall provide each User Group with Group Area capacity up to the limit independently specified by an additional unit cost. It shall be the Users' responsibility to back up data stored in the Group Area provided by the Institute, and the Institute shall not bear any liability for data loss due to unexpected system failure. Moreover, the Institute shall not be liable for the lack of Group Area capacity for any reason attributable to Users.

3 For each area described in the preceding clause, a limit may be set to the number and size of files which Users can save due to system limitation.

(Cancellation of Service)

Article 11 The Institute shall be able to suspend ABCI Service in cases where:

(i) the need arises due to maintenance, construction, relocation, etc. of facilities in the Institute;

(ii) the Institute needs to take priority for operating ABCI for an emergency situation, such as if a natural disaster occurs or is likely to occur;

(iii) telecommunication carriers suspend service within the Institute;

(iv) the Institute judges that ABCI Service should be suspended for any other rational reason.

2 In case that the Institute suspends ABCI Service, the Institute shall notify User Entities by way of appropriate manner as judged by the Institute (including but not limited to display on the website and/or email notification), provided, however, that this is not applied in the event of an emergency as described in items 2 or 3 of the preceding clause.

3 The Institute shall not return usage fees of ABCI Points, notwithstanding that the service was suspended as described in clause 1. Moreover, the Institute shall not be legally liable for damages that Users incur due to service suspension nor provide any indemnification and compensation.

(Change of Service Details)

Article 12 The Institute shall be able to change a part of or the entire contents of ABCI Service at any time.

2 If the Institute determines that the continuation of the ABCI service is to be terminated, the Institute shall make three-month advanced notice (including, but not limited to, methods such as display on the website and notification by e-mail) for Users to transfer their own data, etc. to another storage area, and shall terminate the provision of ABCI services.

3 In case that the Institute makes important changes to the contents of ABCI Service, the Institute shall notify User Entities by way of appropriate manner as judged by the Institute (including but not limited to display on the website and/or email notification).

(Support for Use of ABCI Service)

Article 13 Support for use of ABCI Service shall be available from 9:00 a.m. to 5:00 p.m. on weekdays, excluding Saturdays, Sundays, holidays and New Year's holidays as prescribed by the Institute.

2 The support described in the preceding clause shall consist only of answering questions concerning use of ABCI Service.

3 Questions from Users shall be principally taken on a first-come, first-served basis, except when questions influencing more users may take priority. Moreover, response time may depend on the state of congestion and job load.

(ABCI Points)

Article 14 Usage fees, corresponding to ABCI Points required for the use of ABCI Service, shall be charged to a Research Unit. In this process, the Research Unit shall be able to obtain ABCI Points which are managed by each User Group.

2 A Research Unit shall be able to acquire additional ABCI Points at any time by requesting Points from the Institute. The fees for additional ABCI Points will be billed to a Research Unit at the beginning of every month after closing of the account at the end of the month in which the service was used.

3 The number of ABCI Points corresponding to the use of services such as use of computational resources will be deducted from those acquired by a Research Unit; when the balance reaches zero, Users are not allowed to use ABCI Service.

4 ABCI Points deducted according to the service used and the usage fee corresponding to those points will be separately assessed by the Institute, who will post notice of such on the website under the administrator's control.

5 ABCI Points acquired by a Research Unit will lose effect at the end of March every year and cannot be carried over to the next year. However, in such cases that Users cannot use the ABCI Service until the last day of March, and the period of non-use exceeds 20 days owing to unavoidable circumstances, such as ABCI failure or a natural disaster, ABCI Points may be carried over to the next year.

6 Research fund and the other expenses corresponding to the usage fees paid by a Research Unit for acquisition of ABC Points will not be refunded by the Institute under any circumstances.

7 The Institute may commission invoicing and collection of usage fees corresponding to ABCI Points to an outsourcer, and Users shall approve it.

8 User Entity which has applied for the use of ABCI based on these terms (only limited to the case wherein the User Entity provides research fund to the Institute based on the Joint Research Agreement) may apply for free ABCI points to the ABCI Administrator when the accumulated ABCI points (hereinafter referred to as "cumulative ABCI points") acquired by a single User Group in the relevant fiscal year exceed the condition of Attached Table 1. However, the cumulative ABCI points used to calculate free ABCI points shall be used only once.

(Attribution of Results)

Article 15 Intellectual property rights which Users obtain by means of using ABCI Service shall belong to the Users. However, when contribution by the Executives and Staff is recognized or another agreement between the Institute and a User Entity exists, it shall be treated differently.

If another agreement exists between the Institute and a User Entity, rights shall be governed by that agreement.

(Rules for Users)

Article 16 Users shall not:

(i) act against rules specified in this agreement and those described in the Answer Form;

- (ii) use ABCI Service for purposes other than those described in the Application Form;
- (iii) perform acts that infringe upon or are likely to infringe upon any intellectual property rights or trademark rights of the Institute or a third party;
- (iv) perform acts that infringe upon or are likely to infringe upon any copyright, privacy, or portrait rights of the Institute or a third party;
- (v) falsify or erase electronic information of the Institute, including ABCI Points;
- (vi) develop harmful computer programs, such as viruses, etc.;
- (vii) provide unauthorized access to the network, internet, or servers, etc. of the Institute connecting to the network above;
- (viii) perform acts that hinder or are likely to hinder providing ABCI Service;
- (ix) perform acts that violate or are likely to violate laws;
- (x) create a significant nuisance, including a social behavior, for other Users and/or third parties;
- (xi) perform any other acts that the Institute judges to be inappropriate for any user of ABCI Service

2 The User Administrator shall manage Users' state of use and provide them guidance as to follow all rules specified in this agreement.

3 The User Entity and the User Administrator shall report the state of use of service to the Institute upon his/her request.

(Account Management)

Article 17 For use of ABCI Service, Users shall have an ABCI account provided by the Institute and related to his/her effective corporate or institutional e-mail address. No personal e-mail addresses will be accepted.

2 Users shall not disclose his/her account information nor password provided by the Institute to a third-party without the express permission of the Institute and shall also maintain such information appropriately so that it is not easily guessed.

(Representations and Warranties for Data of Users)

Article 18 Users shall represent and warrant that his/her data does not violate any laws, and maintain responsibility for its development, contents, operation, maintenance, and use of such Data of Users.

(Security and Backup of Data of Users)

Article 19 Users make an oath that Data of Users is to be appropriately secured and protected, including providing security measures and saving it periodically.

2 Users operating the server with an IP address on the service network (experimental line) shall be responsible for their own security measures.

3 Users shall use ABCI by following information security implementation guidelines, according to the Institute's security measures.

4 In case that Executives and Staff accept an external network connection, they must apply for and receive approval from the ABCI Operator in advance.

(Compliance with Security Trade Export Control Laws)

Article 20 In case that Users intend to provide technology or export cargo that comes under Security Trade Export Control Laws, resulting from accompanied information from using ABCI Service, results gained from the use, or any other objects produced by the use of service, Users shall take responsibility for use while obeying Security Trade Export Control Laws.

(Publication of Facts or Results Made by Users)

Article 21 The User Administrator shall notify the Institute about the fact that Users used ABCI Service, except for Confidential Information, when they intended to make it public for scientific presentation, international conference, press release, etc.

2 The User Administrator shall report use of ABCI Service by Users for writing a thesis, report, etc. (hereinafter, referred to as "Theses") in case that Users intend to make his/her research results public, provided, however, that this does not apply if the Institute judges that no description is required for rational reasons and notifies the User Administrator of this judgment.

(Installation of Software by Users)

Article 22 In using ABCI Service, Users may install software not provided by the Institute with acquisition of its license and the Institute's permission.

2 Software with licenses obtained by Users shall be installed in a storage area of the User Group at their own responsibility.

3 Users shall submit an information provision request to the ABCI Operator for obtaining necessary information on the acquisition of software licenses and installation of software. Moreover, the Institute shall provide them with information requested through said request form.

4 Users shall submit software installation requests that include software desired to be installed and related necessary work details to the ABCI Operator when Users install any software that requires the Institute to set up, such as for license file registration of ABCI servers. Moreover, the Institute shall carry out its registration based on the said request.

(Unauthorized Use)

Article 23 Users shall not be able to use ABCI Service after the duration described on the Answer Form elapses.

2 A User Entity must pay the amount of money equivalent to double the Usage Fees for the usage time period as compensation for damages, when users use ABCI Service beyond the duration described on the Answer Form without prior written agreement from the Institute.

(No Assignment)

Article 24 Users shall not assign, transfer, or lease the Contract of Use or their rights and obligations for ABCI Service in the Contract of Use without prior written agreement from the Institute.

2 In case of any assignment, transfer or lease made against the preceding clause, the Users shall be responsible for paying expenses, including reasonable attorneys' fees, to compensate for any damages to the Institute.

(Obligation for Compensation)

Article 25 In case that Users cause damage, disorder, or failures to ABCI due to intention or acting against rules specified in each item of Article 16-1, the Institute may claim payment for those damages from Users.

2 In case that a third party incurs damages due to or related to Users' use of ABCI Service, and that the third party claims those damages against the Institute, Users shall bear all costs and damages in place of the Institute.

(Handling Confidential Information)

Article 26 The Institute and Users shall keep Confidential Information that either party discloses (excluding Data of Users, as specified in Article 2) strictly confidential and shall not leak them to a third party without the other party's prior written consent.

2 The Institute and Users shall strictly manage Confidential Information by means of designating a responsible handler.

3 The Institute and a User Entity shall disclose Confidential Information limited to those who are executives, staff and Users, and also are related to the ABCI use. Moreover, they shall indicate that Confidential Information must be managed as confidential. The executives, staff and Users must have responsibility equivalent to the Institute and a User Entity must owe.

4 Users shall immediately notify the Institute when creating Inventions with or including Confidential Information disclosed by the Institute. Moreover, the Institute and the User Entity shall discuss how to handle said Inventions.

5 The scope of Confidential Information that Users disclose to the Institute shall be minimized for the purpose of ABCI use.

(Handling Data of Users)

Article 27 The Institute shall take rational and appropriate measures to protect Data of Users from leakage, loss, or damage due to an accident or an illegal act.

2 The Institute and its executives and staff shall not browse, refer to, or disclose Data of Users stored in ABCI to a third party without explicit consent of the User Entity and the User Administrator, except in the following cases:

(i) the Institute outsources operations to a third party in order to provide and maintain ABCI Service as an operational need arises. In such case, the Institute shall require an outsourcing contractor to follow the rules of handling Data of Users specified in this agreement;

(ii) the Institute, its Executives and Staff, etc. are legally required to disclose and provide Data of Users subject to the demand of law, judgment, decision, or ordinance by court or administrative organization, to said court or administrative organization. In such cases, the Institute and its executives and staff shall notify a User Entity of the demand described above.

(Handling of Operational Data)

Article 28 The Institute may occasionally refer to File Information of Users in order to accomplish normal system operations.

2 The Institute may collect Use Information of Users and Performance Information in order to improve program performance and analyze user conditions, for the purposes of increasing convenience to Users and efficiency of system operations.

3 The Institute may make certain data public, such as Operational Data which does not include any personal identifiable information and statistical data for the purposes of promotion of technology development and contribution to science.

(Protection of Personal Information)

Article 29 The Institute shall manage personal information of Users, according to Personal Information Protection Rules.

(Confirmation of Use Condition)

Article 30 The Institute shall be able to confirm use conditions of ABCI Service by a User Group in order to calculate ABCI Points and usage fees for such services, provide Users with support services (in case of request), and manage ABCI.

(Job Cancellation)

Article 31 The Institute may execute job cancellation with prior notice to the User Entity and the User Administrator if the Institute judges that provision of ABCI Service may be disrupted. In case of an emergency, the Institute may cancel jobs without prior notice to the User Entity and the User Administrator.

(Band Control)

Article 32 The Institute may control bands assigned to communication by way of using the Institution's specified communication means if the Institute anticipates problems.

(Disclaimer)

Article 33 The Institute shall not bear any legal liabilities nor provide any indemnification or compensation for damages incurred to Users or third parties due to or associated with accidents and incidents caused by use of ABCI Service; provided, however, that this does not apply in cases that the Institute purposely brings about said accidents or incidents.

2 The Institute shall not bear any legal liabilities nor provide any indemnification or compensation for damages incurred to Users or third parties due to disorder, malfunction, or defect of ABCI (including but not limited to loss of Data of Users).

3 The Institute shall not bear any legal liabilities nor provide any indemnification or compensation for damages incurred to Users or third parties due to cancellation of use acceptance or suspension order of service use according to Articles 7-1 and 7-2; provided, however, in cases where Article 6, Paragraph 3, Item 10 or Article 16, Paragraph 1, Item 11 applies, this shall not apply if there is an irrational error in the judgment of the Institute. In this case, the amount of the usage fee paid by the User or User Entity in the relevant year will be the upper limit of the responsibility of the Institute.

4 In case that Users are charged with infringing on rights of a third party by use of ABCI, results from use of ABCI, or manufacturing and sales utilizing said results, Users shall resolve said disputes at their own expense and on their own responsibility. The Institute shall not bear any liabilities nor provide any indemnification and compensation.

5 In event that the Institute is liable for damages, the coverage shall be limited to direct and usual damages, not including profit loss, special damages, or indirect damages.

(Effective Term of the Contract of Use)

Article 34 The Contract of Use shall end by the term described in the Answer Form; provided, however, that Article 7-3 in this agreement shall remain in full force for one (1) year from termination of use, Article 26 in this agreement shall remain in full force for five (5) years from termination of use, and the provisions of Article 18, Article 24, Article 25, Article 33 and Article 37 shall remain valid after the end of the period of ABCI use.

(Termination of the Contract of Use)

Article 35 The Institute shall terminate the Contract of Use without any advance notice when either one of the following

reasons:

- (i) a User Entity appeals bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation or is on the process of special liquidation;
- (ii) Users becomes unqualified to Article 6-3, or it is proved;
- (iii) Users violate this agreement.

2. A User Entity shall terminate the Contract of Use by 30-day advance notice to the Institute.

(Termination of the Contract of Use Based on Attributional Requirements for Involvement with Organized Crime Group)

Article 36 The Institute or a User Entity (including User Administrator and Users) may terminate the Contract of Use without any notice or demand if any of the following items applies:

- (i) the counterparty belongs to an organized crime group (as specified in Article 2-2 of the Act on the Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991); the same applies hereinafter) or an executive or a staff of the counterparty (an individual, an executive or a representative of a branch office or sales office (where the Contract of Use is concluded) in case of an organization, a representative or a director of a group, and any other person who are involved in management) are members of it (shall mean a member specified in Article 2-6 of the same Act; the same applies hereinafter);
 - (ii) the executives and staff of the counterparty rely on an organized crime group or its members for the purposes of making illicit gain for them or a third party, or inflicting damages on a third party;
 - (iii) the executives and staff of the counterparty actively cooperates and are involved with the maintenance or operation of any organized crime group by providing funding to any organized crime group or its members or by affording benefit to them;
 - (iv) the executives and staff of the counterparty keeps socially condemnable relationships with an organized crime group or its members while knowing that the group or person is such.
- 2 The Institute or a User Entity shall not be required to provide any compensation for damages incurred by the counterparty (hereinafter, referred to as “the Counterparty”) as a result of the termination of the Contract of Use according to the preceding clause.
- 3 The Counterparty shall provide compensation for damages incurred in case that the Institute or a User Entity terminates the Contract of Use according to clause 1.
- 4 In case that the Counterparty does not pay compensation specified in the preceding clause by the due date, the Counterparty shall pay to a claimant a late charge on the unpaid balance of such amount at a legal interest rate specified in Article 404 of the Civil Law (Act No. 29 of 1896) for the period from the due date to the date that the payment is actually made.
- 5 In case that the Institute or a User Entity receives unreasonable demands or such injustice intervention on the Contract of Use (hereinafter referred to as “injustice intervention”) as obstruction of business by anti-social forces like organized crime groups, its members, or related persons, the Institute or a User Entity shall reject and immediately report such demands to the Counterparty, as well as the police, and provide any support for investigation requested by the police.

(Treatment at Termination of the Contract of Use)

Article 37 In case of termination of the Contract of Use, the Institute shall delete the entire Data of Users stored in their Group or Home Area (except for their registration data), when six months elapses after termination.

2 The Institute shall further store said data for a period accepted by the Institute after the termination of the Contract of Use when the User Administrator requests the preservation of data in the preceding clause in advance. Such a period shall be notified by the Institute to the User Administrator.

(Method of Notification)

Article 38 Any notice from the Institute to Users shall be sent by way of e-mail, electronic files, including PDF and the like, or in written form to the e-mail address described in the Application Form or a contact prescribed by Users on the Application Form, unless otherwise noticed in this agreement.

2 In case that the Institute gives notice to Users by means described in the preceding clause, even though said notice is not received by Users, it shall be deemed to have been received accordingly. The Institute shall not bear any liabilities for damages incurred to Users due to undelivered notices.

3 The Institute may commission notification described in the preceding clause to an outsourcer, and Users shall approve it.

(Change of this agreement)

Article 39 In the event of change of this agreement, changes shall apply to existing Contract of Use, unless otherwise noted in this agreement.

2 In the event of change of this agreement, the Institute shall use the method that the Institute deems appropriate and shall notify the change of these terms and conditions, the content of the changed terms and the effective date, etc. to the User Entity or the User Administrator up to 30 days prior to the change to be effective. Details of the change are displayed on the Institute’s website (<https://abci.ai/>).

(Governing Law)

Article 40 This agreement and the Contract of Use shall be governed by and construed in accordance with the laws of Japan.

(Jurisdiction)

Article 41 The Institute and Users agree to submit to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance in respect to all controversies arising from this agreement and the Contract of Use.

(Others)

Article 42 The Institute and a User Entity shall discuss in good face when either party finds any doubt in this agreement or in the Contract of Use or find any items other than specified in this agreement.

Supplementary Provision

This agreement come into effect as of August 28, 2020.

Attached Table 1 (Relating to Article 14-8)

Calculation Procedures of free ABCI Points for a Researcher assigned to the Joint Research Agreement

Calculation Procedures, etc.

<Formula>

Cumulative ABCI Points x The Rate of Indirect Cost

When the cumulative ABCI points earned during the fiscal year ("Cumulative ABCI Points") exceed 10,000 points, free ABCI Points may be applied to the ABCI Administrator. However, any fraction less than 1,000 points in the above formula shall be rounded down.

ABCI User Registration Application Form

Date _____

National Institute of Advanced Industrial Science and Technology
 President Kazuhiko Ishimura

Entity Name
 Address
 User Administrator Name

Based on the Agreement of Use based on the Joint Research Agreement (hereinafter, referred to as the “Agreement”) for the ABCI shared high-performance computer, I hereby apply for a user registration and agree to the following items.

- (1) I shall comply with all items specified in the Agreement.
- (2) I shall follow directions given by an ABCI Administrator, ABCI Operator, or other personnel in using the service.

USER REGISTRATION

- (1) Name of Theme (Name and Date of the Joint Research Agreement)
- (2) Purpose and Outline
 (Specify the actual conditions of use. You do not need to disclose confidential information concerning your intellectual property rights unless it is judged to be required for the management of ABCI.)
- (3) Term of Use Desired
 It is not permitted to extend through the end of the fiscal year (i.e. the last day of March.)
- (4) Number of ABCI Points Desired
 (The ABCI Point rate is subject to revision at the end of every fiscal year.)
- (5) User name, entity, and other contact, if applicable (e.g. another organization, university student, etc., and the same shall apply hereunder.)
 (Fill in name, entity, and contact information for all Users. A person designated as the User Administrator should be described as “User (User Administrator).” Users belonging to multiple organizations, due to holding (an) additional position(s), should provide information for all of them. For users belonging to a university, fill in the university’s name and the country of its registered address (e.g. Tokyo Institute of Technology, JAPAN). For users belonging to an additional organization, etc., with a registered address overseas, fill in the name of organization and the country in which it is located. (e.g. LLNL, U.S.A.).

User Administrator

Name of Entity				
Division Name			Title	
Address				
(Additional Organizations, if any)			(Country name)	
Name	(Family name)	(Given name)	Phone number	
NAME			E-mail	

User

Name of Entity			
Division Name		Title	
Address			
(Additional Organizations, if any)		(Country name)	
Name	(Family name)	(Given name)	Phone number
NAME			E-mail

User

Name of Entity			
Division Name		Title	
Address			
(Additional Organizations, if any)		(Country name)	
Name	(Family name)	(Given name)	Phone number
NAME			E-mail

(6) Confirmation of Non-resident

(In case that non-residents* apply for the use of ABCI Service, procedures for export control and others are required. Fill in the following checklist, "Confirmation of Non-resident and ABCI Checklist.")

<Notes>

- (i) You may be asked to postpone the start date of use for inspection, or your application might not be accepted as a result of inspection in some cases.
- (ii) Even though you submit the form with "All Users are residents" checked, if any User is regarded as a non-resident (e.g. foreign students who are assumed to return to their country during summer vacation, or the like, even though they may have resided in Japan for six months or more), you may be asked to submit the checklist.
- (iii) If you belong to an organization located overseas with an additional position, even though you are a resident, you are regarded as a non-resident.
- (iv) If changes arise, such as changing from "All Users are residents," to "Users include a non-resident" by the addition of new users, a change of entity, or change of the User Administrator or Users, you must submit a new checklist each time.

* Category of Resident/Non-resident

	Resident	Non-resident
Japanese	(1) Those who reside in Japan (2) Those who work for the Overseas Diplomatic Establishment in Japan	(1) Those who live overseas and work in an overseas office (e.g. overseas branch or local subsidiary of a Japanese entity, or an international institute) (2) Those who plan to reside in a foreign country for two years or more (3) Those who have resided in a foreign country for the previous two years or more (4) Those who temporarily return to their country with a length of stay of six months or less among those described above
Foreigner	(1) Those who work at an office in Japan (2) Those who have spent six months or more in Japan after arrival	(1) Those who reside in other countries

Confirmation of Non-resident and ABCI Checklist

I. Confirm whether User is a resident.

Please mark if applicable. (■)

- All users are residents => No further description is required. Skip section II and proceed to (8) User Identification
- Non-resident user(s) is / are included in Users => Proceed to II

II. Clarify the purpose of use of ABCI Service in terms of Security Trade Export Control.

Please mark if applicable. (■)

Fill in not only for the entity to which the User Administrator belongs, but also all for those to which any user belongs (i.e. if there is a person belonging to multiple organizations due to holding an additional position, etc.).

1	<p>The country/region of an organization to which User(s) belong(s) is not included in any of the following items (if “NO,” fill in the box (■) of the corresponding item):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Countries or regions listed in appended table 3-2 of the Export Trade Control Order (Cabinet Order No. 378 of December 1, 1949, referred to hereinafter as the “Export Order”); <input type="checkbox"/> Countries or regions listed in appended table 4 of the Export Order. 	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	<p>Organization(s) to which User(s) belong(s) is/are not among those listed on the Foreign User List, including organizations that are considered to be involved with development and the like (this shall mean development, manufacture, use, and/or storage, and the same applies hereinafter) of weapons of mass destruction (nuclear weapons, chemical weapons, biological weapons, or missiles used as a means of delivery for these weapons, and the same applies hereinafter) and that are in public and provided by the Ministry of Economy, Trade, and Industry.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	<p>Organization(s) to which User(s) belong(s) is/are not ones that develop or have developed weapons of mass destruction.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	<p>Users shall not use ABCI Service for acts that the Ministry of Economy, Trade, and Industry designates as being related to the development of weapons of mass destruction. (If “NO,” fill in the box (■) of applicable items.)</p> <ul style="list-style-type: none"> <input type="checkbox"/> (1) Development of nuclear fuel materials, nuclear source materials, or research of nuclear fusion <input type="checkbox"/> (2) Development of nuclear reactor or its parts or ancillary equipment <input type="checkbox"/> (3) Manufacturing of heavy water <input type="checkbox"/> (4) Processing of nuclear fuel material or reprocessing of nuclear source materials <input type="checkbox"/> (5) The following acts by governmental organizations holding offices concerning the military or national defense, or subcontractors of them: <ul style="list-style-type: none"> <input type="checkbox"/> a. Development or manufacturing of chemical materials <input type="checkbox"/> b. Development of pathogens or toxins <input type="checkbox"/> c. Development of rockets or drones <input type="checkbox"/> d. Space research 	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	<p>Organization(s) to which User(s) belong(s) is/are not military or a related organization, nor any other organization similar thereto.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	<p>Users shall not apply ABCI Service for any military application.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO

Form No. 1 in the attached sheet (Relating to Article 6-1)

(8) User Identification

(Please mark (■) after identification is made of all Users.)

All Users have been identified

(The User Administrator shall carry out identification checks for all Users by any of the following means:)

1 Photo ID (Employee ID card or the like): Photo ID refers to an identification with which the User's entity can be considered to establish his/her identity to a third party, with the following information:

- (1) User name and his/her headshot
- (2) Name of entity to which User belongs
- (3) Statement of identification provided by Users' entity

2 ID without photo issued by an entity to which User belongs and a copy of an Institute-specified photo ID, such as:

- (1) Driver's license
- (2) Passport
- (3) My Number Card or Basic Resident Register Card (Notification card is excluded)
- (4) Residence Card
- (5) Other identification accepted by the Institute

Notice of Change in User Registration Application

Date _____

National Institute of Advanced Industrial Science and Technology
 President Kazuhiko Ishimura

Entity Name
 Address
 User Administrator Name

Based on the Agreement of Use based on the Joint Research Agreement (hereinafter, referred to as the “Agreement”) for the ABCI shared high-performance computer, I hereby submit changes in the user registration and agree to the following items.

- (1) I shall comply with all items specified in the Agreement.
- (2) I shall follow directions given by an ABCI Administrator, ABCI Operator, or other personnel in using the service.

USER REGISTRATION

(1) Name of Theme (Please mark (■) and fill in a new theme name if any changes occur.)

(2) Purpose and Outline (Please mark (■) and fill in if any changes occur.)

(Specify the actual conditions of use. You do not need to disclose confidential information concerning your intellectual property rights unless it is judged to be required for the management of ABCI.)

(3) Term of Use Desired (Please mark (■) and fill in if any changes occur.)

It is not permitted to extend through the end of the fiscal year (i.e., the last day of March.)

(4) Maximum Number of ABCI Points Desired (Please mark (■) and fill in if any changes occur.)

(5) User name, entity, and other contact, if applicable (e.g. another organization, university student, etc., and the same shall apply hereunder.)

(Fill in name, entity, and contact information for all Users. A person designated as the User Administrator should be described as “User (User Administrator)”. Users belonging to multiple organizations, due to holding (an) additional position(s), should provide information for all of them. For users belonging to a university, fill in the university’s name and the country of its registered address (e.g. Tokyo Institute of Technology, JAPAN). For users belonging to an additional organization, etc., with a registered address overseas, fill in the company’s name and the country in which it is located (e.g. LLNL, U.S.A.).

User Administrator (Fill in if any changes occur.)

Name of Entity				
Division Name		Title		
Address				
(Additional Organizations, if any)		(Country name)		
Name	(Family name)	(Given name)	Phone number	
NAME			E-mail	

User <to be deleted>

Name of Entity				
Division Name		Title		
Address				
(Additional Organizations, if any)		(Country name)		
Name	(Family name)	(Given name)	Phone number	
NAME			E-mail	

User <to be added>

Name of Entity			
Division Name		Title	
Address			
(Additional Organizations, if any)		(Country name)	
Name	(Family name)	(Given name)	Phone number
NAME			E-mail

(6) Confirmation of Non-resident

(In case that non-residents* apply for the use of ABCI Service, procedures for export control and others are required. Fill in the following checklist, "Confirmation of Non-resident and ABCI Checklist.")

<Notes>

- (i) You may be asked to postpone the start date of use for inspection, or your application might not be accepted as a result of inspection in some cases.
- (ii) Even though you submit the form with "All Users are residents" checked, if any User is regarded as a non-resident (e.g. foreign students who are assumed to return to their country during summer vacation, or the like, even though they may have resided in Japan for six months or more), you may be asked to submit the checklist
- (iii) If you belong to an organization located overseas with an additional position even though you are a resident, you are regarded as a non-resident.
- (iv) If changes arise from "All Users are residents" to "Users include a non-resident" by the addition of new users or change of entity of the User Administrator or Users, you must submit a new checklist each time.

* Category of Resident/Non-resident

	Resident	Non-resident
Japanese	(1) Those who reside in Japan (2) Those who work for the Overseas Diplomatic Establishment in Japan	(1) Those who live overseas and work in an overseas office (e.g. overseas branch or local subsidiary of a Japanese organization or an international institute) (2) Those who plan to reside in a foreign country for two years or more (3) Those who have resided in a foreign country for the previous two years or more (4) Those who temporarily return to their country with a length of stay of six months or less among those described above
Foreigner	(1) Those who work at an office in Japan (2) Those who have spent six months or more in Japan after arrival.	(1) Those who reside in other countries

Confirmation of Non-resident and ABCI Checklist

I. Confirm whether User is a resident.

(Please mark if applicable. (■))

All users are residents => No further description is required. Skip section II and proceed to (8) User

Identification

Non-resident user(s) is / are included in Users => Proceed to II

II. Clarify the purpose of use of ABCI Service in terms of Security Trade Export Control.

(Please mark if applicable. (■))

Fill in not only for the entity to which the User Administrator belongs, but also all for those to which any user belongs (i.e., if there is a person belonging to multiple organizations due to holding an additional position, etc.).

1	<p>The country/region of an organization to which User(s) belong(s) is not included in any of the following items (if “NO,” fill in the box (■) of the corresponding item):</p> <p><input type="checkbox"/> Countries or regions listed in appended table 3-2 of the Export Trade Control Order (Cabinet Order No. 378 of December 1, 1949, referred to hereinafter as the “Export Order”).</p> <p><input type="checkbox"/> Countries/regions listed in appended table 4 of the Export Order.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
2	<p>Organization(s) to which User(s) belong(s) is/are not among those listed on the Foreign User List, including organizations that are considered to be involved with development and the like (this shall mean development, manufacture, use, and/or storage, and the same applies hereinafter) of weapons of mass destruction (nuclear weapons, chemical weapons, biological weapons, or missiles used as a means of delivery for these weapons, and the same applies hereinafter) and that are in public and provided by the Ministry of Economy, Trade, and Industry.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
3	<p>Organization(s) to which User(s) belong(s) is/ are not ones that develop or have developed weapons of mass destruction.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
4	<p>Users shall not use ABCI Service for acts that the Ministry of Economy, Trade, and Industry designates as being related to the development of weapons of mass destruction. (If “NO,” fill in the box (■) of applicable items.)</p> <p><input type="checkbox"/> (1) Development of nuclear fuel materials, nuclear source materials, or research of nuclear fusion</p> <p><input type="checkbox"/> (2) Development of nuclear reactor or its parts or ancillary equipment</p> <p><input type="checkbox"/> (3) Manufacturing of heavy water</p> <p><input type="checkbox"/> (4) Processing of nuclear fuel material or reprocessing of nuclear source materials</p> <p><input type="checkbox"/> (5) The following acts by governmental organizations holding offices concerning the military or national defense, or subcontractors of them:</p> <p><input type="checkbox"/> a. Development or manufacturing of chemical materials</p> <p><input type="checkbox"/> b. Development of pathogens or toxins</p> <p><input type="checkbox"/> c. Development of rockets or drones</p> <p><input type="checkbox"/> d. Space research</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
5	<p>Organization(s) to which User(s) belong(s) is/are not military or a related organization, nor any other similar thereto.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
6	<p>Users shall not apply ABCI Service for any military application.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>

Form No. 2 in the attached sheet (Relating to Article 8-1)

(8) User Identification

((Please mark (■) after identification is made of all Users.)

All Users have been identified.

User Administrator shall carry out identification for all Users by any means as follows:

1 Photo ID (Employee ID card or the like): Photo ID refers to an identification with which the User's entity can be considered to establish his/her identity to a third party, with the following information:

- (1) User name and his/her headshot
- (2) Name of entity to which User belongs
- (3) Statement of identification provided by User's entity

2 ID without photo issued by an entity to which User belongs and a copy of an Institute-specified photo ID, such as:

- (1) Driver's license
- (2) Passport
- (3) My Number Card or Basic Resident Register Card (Notification card is excluded)
- (4) Residence Card
- (5) Other identification accepted by the Institute