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## ABCI Cloud Storage Terms of Use

Established as of December 10<sup>th</sup>, 2019  
Final amendment March 19, 2020

The ABCI Cloud Storage Terms of Use (hereinafter referred to as the "Terms") include the conditions for providing cloud storage service (hereinafter referred to as the "Service", if the name or content of the service is changed for any reason regardless of the reason, the service after the change will be included. ) using the AI Bridging Cloud Infrastructure (hereinafter referred to as "ABCI") operated by the National Institute of Advanced Industrial Science and Technology (hereinafter referred to as the "Institute") and the rights and obligations between the Institute and the user corporation and between the Institute and the data users. In order to use this service, you must read the full text of the Terms and agree to the Terms. By continuing to use this service, you are deemed to have agreed to the Terms.

### (Scope of application)

- Article 1 The Terms is applicable to ABCI users, who have agreed to the National Institute of Advanced Industrial Science and Technology (AIST) Common Agreement of Use for the ABCI, after applying to the Institute for use, and use anything related to storing the data in the ABCI Cloud Storage, using the Service in a way that the stored data is disclosed to unspecified or specific data users, and when the data users use the data.
- 2 The User Guide and other rules regarding the use of the Service posted by the Institute on the Institute's web page shall form part of the Terms.

### (Definition)

- Article 2 In the Terms, the "User Corporation" means the legal entity that has concluded the Terms with the Institute and has concluded a contract for the use of this Service based on the Terms (hereinafter referred to as the "Usage Agreement").
- 2 In the Terms, "Data Provider" means a user entity that uses this service in a manner that makes stored data public to unspecified or specific data users.
- 3 In the Terms, "Stored Data" means programs, data necessary for calculation and learning, calculation and learning results, and other data stored in ABCI Cloud Storage by the data provider.
- 4 In the Terms, "Public Data" refers to stored data that is set to be provided to unspecified or specific data users.
- 5 In the Terms, "Data Users" means individuals and corporations that use public data.
- 6 In the Terms, "Service User" means the user who is the data provider and the data user.
- 7 In the Terms, "intellectual Property Rights" means the rights prescribed at Article 2 in the Rules for Handling Employee Inventions at National Institute of Advanced Industrial Science and Technology (13 Rules Article 26; hereinafter referred to as the "Rules for Handling Employee Inventions"), Copyrights prescribed in the Copyright Act (Act No. 48 of 1970), rights equivalent to the above-mentioned rights in foreign countries, and rights related to other intellectual property stipulated by laws and regulations or rights relating to benefits protected by law.

### (Purpose and usage)

Article 3 The Institute will disseminate the results of the Institute by providing researchers with a large-scale, high-speed, state-of-the-art computing platform and cloud storage suitable for the research of artificial intelligence possessed by ABCI, and thereby promote the artificial intelligence in Japan. This service shall be used for the following items for the purpose of promoting artificial intelligence research and accelerating social implementation.

- (i) Use in accordance with the content of the usage application made by the data provider in accordance with the Terms
- (ii) Usage performed by data users in accordance with the Terms
- (iii) Other uses approved by the Institute

### (Provision and outsourcing of this service)

Article 4 The institute will provide ABCI Cloud Storage to the user company at a unit price per capacity specified separately. A User Corporation may upload and store data

- in the ABCI Cloud Storage in accordance with the purpose specified in the usage application. The User Corporation shall release the data specified to the designated user, such as all other User Corporations, specific User Corporations, or Data Users other than the User Corporation, who can make operations such as browsing and downloading of data possible, according to the category specified separately for the data.
- 2 When publishing the data that it owns in accordance with the provisions of the preceding paragraph, the User Corporation may restrict the use of data to designated Data Users according to the classifications specified separately.
  - 3 The Data User can access the data set to be provided by the Data Provider to the person using the method specified by the Institute, and use the method specified by the Data Provider (browsing, downloading, Modification, commercial use, distribution to third parties, etc.).
  - 4 The Institute provides the basic software (OS, job management, development environment, data transfer, etc.) and web pages required to use this service, but the right to use other software and support for using the software Acquisition of rights, etc. shall be performed by each of the Service Users. In addition, the expenses required to secure such services shall be borne by each of the Service Users.
  - 5 The Institute secures continuity from the inside of the ABCI system to the connection point of Science Information NETwork (hereinafter referred to as "SINET") operated by the National Institute of Informatics, and provides it to users of this service. The continuity between SINET and the Internet connection point will be provided by the National Institute of Informatics, and the service user will secure the external connection from the Internet connection point to the service user using the Internet.
  - 6 The Institute can outsource the operation and maintenance of the system for this service to a third party, and the user of this service accepts this.

(ABCI Cloud Storage Backup)

- Article 5 The backup of the data in the ABCI Cloud Storage provided by the Institute to the user is the responsibility of the user in charge, and the Institute is not responsible for any loss of data due to system suspension. In addition, the Institute is not responsible for any shortage of ABCI Cloud Storage capacity.
- 2 Regarding ABCI Cloud Storage provided by the Institute to the User Corporation, the Institute may impose an upper limit on the number and size of files that can be stored by the Service User.

(Discontinuation of provision of this service)

- Article 6 The Institute may suspend the provision of this service in the following cases.
- (i) When necessary for maintenance, construction, relocation, etc. of Institution's equipment, etc.
  - (ii) When it is necessary to prioritize the operation and investigation of ABCI or ABCI Cloud Storage by the Institute itself due to or may have a natural disaster or other emergency
  - (iii) When a telecommunications carrier, etc. stops providing telecommunications services in the Institute
  - (iv) In addition, when the Institute determines that it is necessary to cancel for reasonable reasons in providing this service
- 2 In the case of discontinuing the provision of this service, the Institute shall notify the User Corporation of a method that the Institute deems appropriate (including methods such as displaying on a web page and e-mail notification, but not limited to them.) However, in the case of (ii) and (iii) in the preceding paragraph, and in case of emergency and unavoidable cases, this does not apply.
  - 3 The Institute will not return the ABCI Cloud Storage usage fee to the user even if the provision of this service is discontinued pursuant to the provisions of Paragraph 1, nor will the Institute be legally liable for any damages and shall not make any compensation.

(Changes and termination of this service)

- Article 7 The Institute may change some or all of the contents of this service at any time.
- 2 If the Institute decides to terminate the continuation of this service, the Institute will provide a grace period that the user corporation considers necessary to move its stored data to another storage area, etc. (Including, but not limited to, methods such as display on a web page or notification by e-mail), and terminate the provision of this service. After the grace period elapses and the service is terminated, the Institute will not be liable for any damages to the Service User such as loss due to loss of stored data and will not make any damages or compensation.
  - 3 When making significant changes to the contents of this service, the Institute shall use any method deemed appropriate by the Institute (including display on a web page, notification by e-mail, etc., but not limited to them).

(Support for using this service)

Article 8 Support for the use of this service, such as answers to questions related to the service and explanations of functions, will be provided only to the User Corporation from 9:00 am to 5:00 pm on weekdays (excluding holidays specified by the research institute (including the year-end and New Year holidays)).

2 The support described in the preceding paragraph shall only accept questions regarding the use of this service.

(Attribution of rights)

Article 9 The intellectual property rights that the User Corporation had before consent to the Terms, and the intellectual property rights obtained through the use of this service that are not separately agreed between the Institute and the User Corporation belong to the User Corporation, while the institute's web page and other intellectual property rights related to this service belong to the Institute. A license to use the Service based on the Terms does not grant a license to the Service User for any intellectual property rights.

(Compliance items for this service user)

Article 10 The Service User must not perform any of the following actions.

- (i) Acts that violate the matters described in the Terms
  - (ii) Acts that infringe on the intellectual property rights of the Institute, other Service Users or third parties, or acts that may infringe
  - (iii) Acts that infringe on the property, privacy, portrait rights, or other legal interests of the Institute, other Service Users or third parties, or acts that may threaten them
  - (iv) The act of falsifying or erasing web pages, stored data and other electronic information on ABCI Cloud Storage related to the Service managed by the Institute
  - (v) The act of developing harmful computer programs such as viruses
  - (vi) Acts of illegally accessing the Institute's network or the Internet network or server equipment connected to them
  - (vii) Acts that interfere with or may interfere with the provision of this service (including acts that infect a virus)
  - (viii) Acts that violate or may violate laws and regulations
  - (ix) Acts that significantly inconvenience other Service Users or third parties or acts that are not socially permissible
  - (x) Other acts that the Institute determines to be inappropriate as a user of this service
- 2 When duplicating another person's work legally on ABCI Cloud Storage and publishing it, the Data Provider must obtain appropriate permission (such as the name of the creator) after obtaining the permission of the copyright owner from those acts.
- 3 If the Service User is a corporation or an organization, the person in charge or the administrator must manage the usage status of the members, etc. and must ensure that all members of the Service, etc., comply with the provisions of the Terms.
- 4 If requested by the Institute, the Service User must report on the use of the Service and other matters specified by the Institute.

(Representation and warranty)

Article 11 The User Corporation shall represent and warrant that stored data and public data are compliant to personal information protection law and intellectual property law (copyright law, patent law, utility model law, seedling law, design law, trademark law, unfair competition law.) and that the stored data disclosed to unspecified or specified Data Users do not infringe the rights and interests of third parties.

2 Users of this service represent and warrant that they will use this service only through terminals that have the latest and effective measures against computer viruses.

(Reporting obligations and reporting of infringement)

Article 12 Prior to using the data released by the Data Provider, the Data User is obliged to confirm that the data does not violate any laws and regulations, including the Personal Information Protection Law and the Intellectual Property Law. If the data may violate any law, the data user shall not be able to use it in any way.

2 If you believe that your rights and interests have been violated by the public data, fill out the following information in the inquiry form for reporting the fact of infringement on the Institute's web page and attach the required documents. (the person who made the report is hereinafter referred to as the "Whistleblower"). Upon receiving the report, the Institute will appoint a person in charge (including external experts), investigate the existence of the infringement, and, if the infringement is found, the Institute shall take any necessary action, including suspension, deletion or warning to the data provider.

- Whistleblower's address, phone number and email address

- Specific content of the infringement and the reason that the infringement was considered
- A description of the specific location where the data from which the Whistleblower asserts infringement exists
- A statement that the Whistleblower's description is accurate and that he or she has the right to claim infringement

(Stop use and delete stored data)

Article 13 The Institute instructs the User Corporation to suspend the use of the Service and ABCI and suspends the use if the User Corporation violates any of the items of Article 10, Paragraph 1 or the provisions of Article 11. Or delete stored data and public data (including data after falsification by a Data User or a third party, and the same shall apply hereinafter).

- 2 If the Data User violates any of the provisions of Article 10, Paragraph 1, or the provisions of the preceding article, the Institute will order the Data User to stop using the service and stop the use, delete the stored data and public data that caused it, or request the User Corporation to delete or stop the publication.
- 3 Regardless of the provisions of the preceding two paragraphs if the Institute deems it necessary for management,, the Institute shall instruct the Service User to stop using the Service and take measures to stop the use, or delete the stored data and public data that caused it, alternatively, request the User Corporation to delete the data or cancel the publication. In this case, the Institute has no obligation to disclose the reason.
- 4 The Institute may disclose these facts if it has ordered the suspension of use in accordance with the provisions of the preceding three paragraphs, took measures to suspend the use, or deleted the stored data and public data that caused the use.
- 5 The Institute will not be liable and not compensate for any damages to the Service User caused by suspension of use or deletion of stored data and public data pursuant to the provisions of Paragraphs 1 to 3.
- 6 This Usage Agreement shall be canceled by suspension of use or suspension of use in accordance with the provisions of Paragraphs 1 to 3.

(Reimbursement obligation)

Article 14 In case of Use of damage to the Institute due to damage, malfunction, failure, suspension, etc. of ABCI or the Service, or alteration or loss of stored data and public data of other Users caused by the Service User, the Institute may claim such compensation from the Service User.

- 2 If a request is made to the Institute by a third party due to an act that violates the provisions of Article 10 Paragraph 1 or Article 11 of the User Corporation, the User Corporation will be charged to the Institute by the request Costs (including attorneys' fees) and all damages.
- 3 If the Institute is requested by a third party for compensating damages caused by Data User's violating each item of Article 10 (1) or Article 12, the Data User will bear the incurred Costs (including attorneys' fees).

(Handling of stored data of the User Corporation)

Article 15 The Institute will take necessary measures to protect the stored data and public data of the User Corporation from leakage, loss or damage caused by accidents or illegal activities.

- 2 The Institute will not view or refer to stored data and public data without the express consent of the User Corporation, and will not disclose it to third parties except in the following cases.
  - (i) When outsourcing to a third party to provide and maintain this service, and when necessary for operation. However, the Institute shall make the contractor's third party comply with the handling of stored data and public data of the User Corporation in the Terms.
  - (ii) Disclosure is required by a court or administrative body based on laws, judgments, decisions or orders, and in response, the Institute will disclose and provide the contents of stored data and public data of the User Corporation to the court or administrative organization. In this case, the Institute will notify the User Corporation that the above disclosure request has been made.
  - (iii) Notwithstanding the provisions of the Agreement of Use for ABCI, the Service User or a third party has notified that the stored data and public data may infringe the Data User or third party's rights and interests, or the Institute has found it necessary to consider the possibility of infringement of the stored data and public data.

(Disclaimer)

Article 16 The Institute shall not be liable for any damages arising out of the use of the Service or by any event arising in connection with the use of the Service or any third party, and shall not provide compensation for damages. However, this does not apply if the Institution intentionally caused the event.

- 2 The Institute shall not be liable for any damages to the Service User or third parties caused by failure, malfunction, defect, etc. of ABCI (including, but not limited to, loss of data stored by the User Corporation) and shall not provide compensation for damages.
- 3 The Institute does not guarantee the content of the published data. The Institute assumes no liability whatsoever and does not provide any damages or compensation for any damages arising from the use of public data by Data Users.
- 4 Even if the Service User or the third party is infringed on his / her rights and interests due to the Data User's use of the public data, the results created by using the data, or the data user's manufacturing and sales activities using the results, the Institute shall not take any legal responsibility and shall not provide compensation.
- 5 If a Data User's use of public data, the results created by using the data, or the data user's manufacturing and sales activities using the results are claimed to infringe the rights of third parties, the Data User shall resolve the dispute at its own expense and responsibility, and the Institute shall not be liable for any liability and shall not provide any damages or compensation.
- 6 If the Institute is liable for damages to the Service User, the scope shall be limited to the direct and ordinary damages and shall not include lost profits, special damages and indirect damages.

(Prohibition of transfer)

Article 17 The Service User shall not transfer, pledge this Usage Agreement or any rights and obligations under this Usage Agreement without the prior written consent of 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.

(Protection of personal information)

Article 18 The Institute appropriately manages the personal information of the Service User based on the rules on the protection of personal information set by the Institute.

(Effective period of this Usage Agreement)

Article 19 This Usage Agreement ends with the end of the Usage Agreement relating to the use of ABCI. Provided, however, that the provisions of Article 11, Article 12, Article 14, Article 16, Article 17 and Article 20 in the Terms shall be valid even after the termination of this Usage Agreement.

(Termination of contract)

Article 20 Upon termination of this Usage Agreement, the Institute may delete any data relating to the Service User, including data stored by the User Corporation.

- 2 If the User Corporation requests that the data described in the preceding paragraph be stored before the termination of this usage Agreement, the Institution shall retain the data for the period permitted by the Institution after the termination of this usage Agreement. The Institute will notify the user corporation on this period.

(Changes to the Terms)

Article 21 In the event that the Terms are changed, the updated Terms shall also apply to the Usage Agreement that has already been concluded, unless otherwise specified in the Terms.

- 2 Any change to the Terms shall be notified to the User Corporation up to 30 days prior to the change, together with the content of the changed terms and the effective date, etc. Details of the changes will be posted on the web page ("<https://abci.ai/>") managed by the Institute.

(Governing law)

Article 22 The Terms and this Usage Agreement shall be governed by and construed in accordance with the laws of Japan.

(Jurisdiction)

Article 23 The Institute and the Service User agree to the Tokyo District Court as the exclusive court of first instance in the event of any dispute regarding the Terms and this Usage Agreement.

(Others)

Article 24 In the event of any doubts regarding the Terms and this Usage Agreement, or matters not described in the Terms or their arrangements, the Institute and the User Corporation shall consult in good faith with each case.

Supplementary Provision

The Terms come into effect as of December 10, 2019.

Supplementary Provision (Partial Amendment)

This agreement come into effect as of May 1, 2020.