

Terms of Use

These Terms of Use (the "Terms") set forth the terms and conditions for the provision of the Service or the grant of a license to use the Software, and the rights and obligations between the Institute and the Registered Users. You must agree to the Terms by reading the entirety before using the Service or the Software.

The Terms shall be executed in the English language. English shall be the governing language and any translation of the Terms into any other language including Japanese is for convenience of reference only and shall not bind the Parties.

Article 1 **Scope**

1. The purpose of the Terms is to set forth the terms and conditions for the provision of the Service or the grant of a license to use the Software and the rights and obligations between the Institute and the Registered Users, and the Terms shall be applied to all aspects of the relationship between the Institute and the Registered Users in connection with the Service or the Software.
2. Any rules for use of the Service or the Software posted on the Website at <https://cloud.nmri.go.jp/portal/pub/top> (the "Rules") shall constitute an integral part of the Terms.
3. If there is any conflict between the Terms and the Rules or any other description regarding the Service or the Software not provided for herein, the Terms shall prevail.

Article 2 **Definitions**

For purposes of the Terms, the following terms have the following meanings.

- (1) "Party" or "Parties" means a party to the Terms either individually or collectively.
- (2) "Institute" means National Maritime Research Institute, National Institute of Maritime, Port and Aviation Technology.
- (3) "Registered User" means any corporation that has been registered as a user of the Service or the Software pursuant to Article 3 (Registration).
- (4) "Service" means the cloud service provided by the Institute to the Registered User on the Website (or if the name or content thereof is modified for any reasons, such modified service). In the event that some software is required to be installed on a computer terminal of the Registered User in connection with the provision of the Service, the provisions regarding the Software in the Terms shall apply mutatis mutandis to such software.
- (5) "Service Agreement" means the agreement relating to the provision of the Service to be deemed to be executed under the terms and conditions of the Terms between the Institute and the

Registered User.

- (6) "Software" means the software transmitted via the Internet or delivered in the form of a recording medium such as CD, DVD or USB flash memory by the Institute to the Registered User (or if the name or content thereof is modified for any reasons, such modified software).
- (7) "License Agreement" means the agreement relating to the grant of a license to use the Software to be deemed to be executed under the terms and conditions of the Terms between the Institute and the Registered User.
- (8) "Documentation" means the online help or manuals for the Service or the Software.
- (9) "IP Rights" means copyrights, patent rights, utility model rights, design rights, trade mark rights and other intellectual property rights (including rights to obtain, or apply for registration of, such rights).
- (10) "User Data" means any content, including but not limited to text, images, animation and other data, that is transmitted by the Registered User through the Service.
- (11) "Website" means such website as may be from time to time operated by the Institute, whose domain name is "https://www.mpat.go.jp/" (or if the domain name or content thereof is modified for any reasons, such modified website).

Article 3 Registration

1. A corporation wishing to use the Service or the Software may apply to the Institute for registration to use the Service or the Software by agreeing to comply herewith and providing certain information as specified by the Institute (the "Registration Information") in accordance with the manner as may be prescribed by the Institute.
2. The Institute shall determine whether to register the corporation that has made an application pursuant to Paragraph 1 of this Article 3 ("Applicant") in accordance with the Institute's criteria, and if the Institute approves the registration, it shall notify the Applicant of its user ID and password as set forth in Article 5. The Applicant's registration as a Registered User shall be completed upon the notice by the Institute pursuant to this Paragraph.
3. Upon completion of the registration pursuant to the preceding Paragraph, the Service Agreement or the License Agreement shall become effective between the Registered User and the Institute, allowing the Registered User to use the Service or the Software pursuant to the Terms.
4. The Institute reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:
 - (1) The whole or any part of the Registration Information provided by the Applicant to the Institute is found to be false, inaccurate or omitted;
 - (2) The Applicant is determined by the Institute to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force or other similar person or entity (collectively, "Antisocial Force"), or (ii) have any interaction or involvement with an Antisocial Force in any

manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;

- (3) The Applicant is determined by the Institute to be a party having violated any agreement with the Institute, or to have been involved with such violating party;
- (4) The Applicant has suffered any of the measures under Article 13; or
- (5) In addition to the foregoing, the Institute deems the registration inappropriate.

Article 4 Change to Registration Information

The Registered User shall promptly notify the Institute of any change to the Registration Information in the manner as prescribed by the Institute.

Article 5 User ID and Password Management

1. The Registered User shall be responsible for keeping and maintaining its user ID and password for the Service or the Software in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.
2. The Registered User shall be, and the Institute shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the Registered User's user ID or password.

Article 6 Delivery

1. The Registered User can use the Service on the Website by entering its user ID and password. The use of the Service by the Registered User is deemed to be started on the date the user ID and password are notified.
2. The Registered User can install the Software on its computer terminal by means of its user ID and/or password. The Software is deemed to be delivered to and accepted by the Registered User on the date the user ID and password are notified.
3. The Documentation can be browsed on or downloaded from the Website by entering the user ID and password.

Article 7 Grant of License

1. If the Institute provides the Service to the Registered User, the Institute grants the Registered User a non-exclusive, non-transferable and non-sublicensable license to access and use the Service. The Service shall be used to process the User Data only for the purpose of the Registered User's internal use for its business activity.

2. If the Institute grants the Registered User a license to use the Software, the Institute grants the Registered User a non-exclusive, non-transferable and non-sublicensable license to (i) install the Software on its single computer terminal; and (ii) use the Software on such computer terminal for the purpose of the Registered User's internal use for its business activity.
3. The Institute grants the Registered User a non-exclusive, non-transferable and non-sublicensable license to download to its single computer terminal and/or browse the Documentation.

Article 8 Fees and Payment Conditions

1. In consideration for the use of the Service or the Software, the Registered User shall pay to the Institute the fees as prescribed separately by the Institute and indicated on the Website, pursuant to the payment conditions as designated by the Institute.
2. If the Registered User fails to pay the aforementioned fees when due and payable, it shall be obligated to pay a default penalty at the rate of 14.6% per annum.
3. The Registered User shall be responsible for any applicable taxes, duties, customs, sales or use taxes or consumption taxes or their similar taxes or other governmental fees payable with respect to the use of the Service or the Software, or arising out of or in connection with the Terms, other than taxes levied or imposed based upon the Institute's income. In the event that the Institute pays any such taxes on behalf of the Registered User, the Institute shall invoice the Registered User for such taxes and the Registered User agrees to pay such taxes in accordance with the Terms.
4. The payment of the fees is non-refundable for any reason.

Article 9 Prohibited Actions

1. When using the Service or the Software, the Registered User may not conduct any act that falls under, or is determined by the Institute to fall under, any of the following:
 - (1) acts that violate any laws or regulations or that are associated with criminal activity;
 - (2) acts that defraud or threaten the Institute, other Registered Users or other third parties;
 - (3) acts against public order and good morals;
 - (4) acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or interests of the Institute, other Registered Users or other third parties;
 - (5) acts to transmit through the Service or the Software to the Institute or other Registered Users any information or data that falls under, or is determined by the Institute to fall under, the information or data that:
 - contains excessively violent or cruel content;
 - contains computer viruses or other hazardous computer programs;
 - contains content that damages the reputation or the credit of the Institute, other Registered Users or other third parties;

- contains excessively indecent content;
 - contains content that encourages discrimination;
 - contains content that encourages suicide or self-mutilation;
 - contains content that encourages drug abuse;
 - contains antisocial content;
 - is intended to be distributed to third parties, including but not limited to chain mails; or
 - contains content that causes uncomfortable feelings to third parties.
- (6) acts that place an excessive burden on the network or system of the Service;
 - (7) acts to reverse-engineer or otherwise analyze the software or other systems provided by the Institute;
 - (8) acts that are likely to interrupt the operation of the Service;
 - (9) acts to access the network or system of the Institute improperly;
 - (10) acts to impersonate a third party;
 - (11) acts to use the user ID or password of other Registered Users;
 - (12) acts of exploitation, advertisement, soliciting or marketing through the Service without the Institute's prior consent;
 - (13) acts to collect information of other Registered Users;
 - (14) acts that cause disadvantage, damage or uncomfortable feelings to other Registered Users or other third parties;
 - (15) acts that violate the Rules;
 - (16) acts to provide Antisocial Forces with profit;
 - (17) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software or the Documentation;
 - (18) circumvent any user limits or use restrictions;
 - (19) sell, rent, lend, transfer, distribute, license, or grant any rights in the Software or the Documentation in any form to any third party without the prior written consent of the Institute;
 - (20) use the Service, the Software or the Documentation for a purpose other than the Registered User's internal use for its business activities, or for the benefit of any third party, such as to provide rental or sharing arrangements, or on a "service bureau" basis;
 - (21) acts that, directly or indirectly, cause or facilitate the acts listed in Items (1) through (20) above;
 - (22) attempting to conduct any of the acts listed in Items (1) through (21) above; or
 - (23) other acts that the Institute deems to be inappropriate.
2. The Registered User agrees to indemnify, defend and hold harmless the Institute, its directors, officers, employees, customers, agents and/or subcontractors (each an "Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney's fees) incurred by such Indemnified Party as a result of the Registered User's prohibited actions listed in each Item of the preceding Paragraph.

Article 10 **Security**

1. The Institute will maintain appropriate technical measures intended to protect the User Data against accidental, unauthorized or unlawful access, disclosure, damage, alteration, loss, or destruction.
2. Notwithstanding the above, the Registered User is responsible for, (i) maintaining the confidentiality of the Registered User's account authentication, (ii) monitoring and controlling which end users have access to the Registered User's account, (iii) making a backup of the User Data, and (iv) all activities that occur under the Registered User's account.
3. Unless caused by the Institute's breach of the Terms, the Institute is not responsible for any unauthorized access to the Registered User's account or loss of the User Data.

Article 11 **Suspension of Service**

The Institute shall be entitled to, without any advance notice to the Registered User, suspend or discontinue the Service, in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Service needs to be performed due to urgent circumstances;
- (2) The Institute becomes unable to provide the Service due to error in computers or communication lines, wrong operation, excessively concentrated access, unauthorized access, hacking or the like;
- (3) The Institute becomes unable to provide the Service due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters;
or
- (4) The Institute determines that suspension or discontinuance is required for other reasons.

Article 12 **Ownership of Rights**

1. Any and all IP Rights related to the Website, the Service, the Software and the Documentation are expressly reserved by the Institute.
2. In the event that the Registered User conceives or reduces to practice an improved invention related to the Service or the Software, the Registered User shall, promptly upon creation, disclose in writing and make available to the Institute such improved invention, whether patentable or not.
3. The Registered User grants the Institute a non-exclusive license to use the User Data for the sole purposes of providing support to the Registered User for the Service and of making improvements to the Service.
4. The Registered User represents and warrants that the Institute's use of the User Data in connection with the Service, (i) is legally and rightfully authorized, (ii) does not infringe upon any IP Rights of any third party, and (iii) complies with all applicable local, state, national and international laws

and regulations. The Institute has the right to remove or block any User Data at any time where (a) the User Data violates applicable laws or regulations, or is in breach of the Terms, (b) removal or blocking is necessary to protect the safety, security, reputation or integrity of the Service, the Institute or any third party, or (c) in order to comply with laws or administrative orders.

5. The Registered User agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney's fees) that arise from any third party's claim related to or in connection with (i) the User Data or (ii) the Registered User's breach of this Article.
6. The Registered User agrees not to exercise moral rights related to the User Data against the Institute or any other person to which the Institute has transferred or granted the relevant rights.

Article 13 Term and Registration Cancellation

1. The Service Agreement or the License Agreement is effective as of the date the user ID and password are notified and will continue for one (1) year. Unless either Party notifies the other Party of termination one (1) month before the expiry date, the Service Agreement or the License Agreement shall be automatically renewed for another one (1) year thereafter.
2. If any of the following events arises in relation to a Registered User, the Institute may, without prior notice or demand, cancel the Registered User's registration as such:
 - (1) The Registered User fails to comply with any of the provisions hereof;
 - (2) Any of the Registration Information is found to be false;
 - (3) The Registered User undergoes payment suspension or becomes insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the Registered User;
 - (4) The Registered User ceases or threatens to cease its business, or disposes of or threatens to dispose of all or a significant part of its business or assets;
 - (5) The Registered User undergoes a merger, a substantial change in its control through its owners or shareholders, or a significant change in its line of business, without the prior written consent of the Institute;
 - (6) The Registered User has not used the Service for 6 months or more;
 - (7) The Registered User has not responded to inquiries from the Institute or other communications requiring a response for 30 days or more;
 - (8) The Registered User falls under any of Items of Paragraph 4 of Article 3; or
 - (9) It is determined to be inappropriate by the Institute that the Registered User continues to use the Service or the Software or to be registered as a Registered User.
3. If the Institute cancels the Registered User's registration, the Institute may suspend the use by such Registered User of the Service and delete the User Data of such Registered User. The Registered User that has been using the Software shall immediately remove or destroy all copies of the

Software and the Documentation, and certify the removal and destruction in writing to the Institute.

4. In any of the events set forth in Items of the Paragraph 2, all amounts owed to the Institute by the Registered User shall automatically become due and payable, and the Registered User shall immediately pay to the Institute such amounts in full.
5. Article 8 (Fees and Payment Conditions), Article 9 (Prohibited Actions), Article 12 (Ownership of Rights), Article 16 (Disclaimer and Waiver of Warranties), Article 17 (Confidentiality), Article 18 (Treatment of User Information), Article 23 (No Waiver), Article 25 (Entire Agreement), Article 26 (Severability), Article 27 (Export Controls) and Article 28 (Governing Law and Dispute Resolution) survive termination of the Service Agreement or the License Agreement pursuant to this Article, Article 14 and 15.

Article 14 Withdrawal

1. The Registered User may withdraw from the use of the Service or the Software and cancel its registration as a Registered User by completing the procedure as specified by the Institute.
2. In the case of the preceding Paragraph, the Institute may suspend the use by such Registered User of the Service and delete the User Data of such Registered User. The Registered User that has been using the Software shall immediately remove or destroy all copies of the Software and the Documentation, and certify the removal and destruction in writing to the Institute.
3. Upon withdrawal from the use of the Service or the Software, any and all debt of the Registered User to the Institute, if any, shall automatically become due and payable, and the Registered User shall immediately pay to the Institute such debts in full.

Article 15 Modification and Termination of Service

1. The Institute shall be entitled to at any time modify or terminate the Service in its own discretion.
2. The Institute shall notify in advance the Registered User of any intended modification or termination by the Institute of the Service.

Article 16 Disclaimer and Waiver of Warranties

1. THE INSTITUTE DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, (i) that the Service or the Software fits or is suitable for a particular purpose contemplated by the Registered User, (ii) that the Service or the Software has expected functions, commercial value, accuracy or usefulness, (iii) that the use by the Registered User of the Service or the Software complies with the laws and regulations or internal rules of industrial organizations that are applicable to the Registered User, (iv) that the Service or the Software will be free of interruption or defects, or (v) that the use by the Registered User of the Service or the Software will not infringe

the IP Rights owned by any third parties. The Institute shall not be responsible for any and all outputs such as any and all calculation results obtained by the Registered User through the use of the Service or the Software.

2. The Institute shall not be liable for the damages incurred by the Registered User in relation to the Service or the Software in excess of the amount of the consideration paid by the Registered User to the Institute for the immediately preceding 12 months. UNDER NO CIRCUMSTANCES SHALL THE INSTITUTE BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR FUTURE DAMAGES, OR LOST PROFITS.
3. Any transactions, communications and disputes arising between the Registered User and other Registered Users or a third party in connection with the Service or the Software or the Website shall be addressed and resolved by the Registered User at its responsibility.

Article 17 Confidentiality

1. “Confidential Information” means any and all information disclosed by the Institute to the Registered User in writing or other tangible form marked as “confidential” or similar meaning, including oral information that is obviously confidential or designated confidential at the time of disclosure. The Software and the Documentation shall be the Confidential Information.
2. Notwithstanding the definition of the Confidential Information set forth in the preceding Paragraph, the information shall not be Confidential Information if the Registered User proves such information is any of the followings:
 - (a) lawfully in the public domain other than by a breach of a duty to the Registered User;
 - (b) lawfully received from a third party without any obligation of confidentiality;
 - (c) lawfully known to the Registered User without any limitation on use or disclosure prior to its receipt from the Institute;
 - (d) independently developed by employees of the Registered User; or
 - (e) made available to a third party by the Institute without restriction on use or disclosure.
3. The Registered User shall maintain the confidentiality of the Confidential Information of the Institute with the due care of a prudent manager.
4. The Registered User shall not use any Confidential Information of the Institute for any purpose other than the use of the Service or the Software.
5. The Registered User shall not disclose any Confidential Information of the Institute to any third parties except to the Registered User’s employees who have a need to know for the performance of the obligations hereunder and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein, provided that the Registered User shall be liable for breach by any such employees. For the purpose of this Article, the term “employees” shall include directors, officers, statutory auditors, employees (regardless of type of employment) of the Registered User.

6. In the event the Registered User recognizes divulgence of Confidential Information or suspected divulgence thereof, the Registered User shall immediately notify thereof to the Institute. In such a case, the Registered User shall take necessary measures to recover and not to expand the damage caused by such divulgence.

Article 18 **Treatment of User Information**

1. Treatment by the Institute of the Registered User's Registration Information shall be subject to the provisions of the Institute's privacy policy (https://www.nmri.go.jp/english/privacy_policy.html), which is separately prescribed, and the Registered User hereby agrees to treatment by the Institute of the Registered User's Registration Information pursuant to such privacy policy.
2. The Institute may, in its sole discretion, use or make public any Registration Information provided by the Registered User to the Institute as statistical information in a form that cannot identify an individual, and the Registered User may not raise any objection to such use or publication.
3. The Registered User represents and warrants that the User Data does not contain any personal data, sensitive financial information, sensitive health care information or personal information as defined by any applicable laws or regulations. If the User Data contains such data or information, the Institute shall not be responsible for such User Data.

Article 19 **Use of the name of the Institute**

1. If the Registered User desires to use the name of the Institute in a brochure of its product which has been developed by the Registered User based on any and all outputs such as any and all calculation results obtained through the use of the Service or the Software ("Products"), it shall clearly indicate that such outputs were obtained through the use of the Service or the Software in such brochure without fail.
2. The Registered User shall not mention the name of the Institute as a co-developer of the Product and the contact information of the Institute as a contact information regarding the Product in such brochure.
3. The Registered User shall undertake the full responsibility for the specification and performance of the Product. The Registered User agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation reasonable attorney's fees) arising out of or in connection with the sale of the Product and incurred by the Indemnified Parties.
4. If the Registered User uses the name of the Institute in its brochure pursuant to Article 19.1, it shall use expressions which avoid a misleading impression that the Institute benefits commercially from the sale of the Product and consult with the Institute as to such expressions prior to the sale of the Product.

5. Prior to the consultation as set forth in Article 19.4, the Registered User shall complete the application form designated by the Institute and submit the completed application form to a contact personnel of the Institute. Such completed application form will be examined by the Institute.
6. Article 19.1 through 19.5 shall apply mutatis mutandis to the case that the Registered User uses the name of the Institute in similar advertising media other than brochures, including but not limited to, webpages, newspapers and magazines.

Article 20 **Amendment**

The Institute reserves the right to amend or change the Terms when the Institute finds it necessary. In the event of any amendment or change to the Terms, the Institute shall inform the effective time and content of the amended or changed Terms by posting on the Website or other appropriate way, or notify the Registered User of the same. Notwithstanding the foregoing, the Institute shall obtain the Registered User's consent in a manner specified by the Institute for the amendment or change of the Terms that requires such consent under the applicable laws.

Article 21 **Notice**

1. Any communications or notices from the Registered User to the Institute, including but not limited to inquiries with respect to the Service or the Software, and any communications or notices from the Institute to the Registered User, including but not limited to notices concerning any amendment to the Terms shall be made in accordance with the procedures specified by the Institute.
2. Any communication or notice made by the Institute that is addressed to the e-mail address or other contact information included in the Registration Information of the Registered User shall be deemed to be received by the Registered User.

Article 22 **Assignment**

1. The Registered User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or the License Agreement or its rights or obligations under the Terms without the prior written consent of the Institute.
2. In cases where the Institute transfers the business regarding the Service or the Software to a third party, the Institute may, as part of such transfer, assign to the third party the Service Agreement or the License Agreement, the rights and obligations of the Institute under the Terms, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of business transfer, a company split or any other form that would result in a business transfer.

Article 23 **No Waiver**

Either party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

Article 24 **Force Majeure**

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riots, embargoes, fires, floods, earthquakes, or strikes (each a "Force majeure Event") provided that such party gives prompt notice to the other party of the Force Majeure Event. In such case, the time for performance will be extended for a period equal to the duration of the Force Majeure Event.

Article 25 **Entire Agreement**

The Terms set forth the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes any other agreements, discussions, proposals, representations, or warranties, written or oral, with respect to the subject matter hereof.

Article 26 **Severability**

If any provision of the Terms or a part thereof is held to be invalid or unenforceable under laws or regulations, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

Article 27 **Export Controls**

The Registered User agrees to comply with, and to cooperate for the Institute to comply with, all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the United States Department of Commerce. The Registered User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of the Software and the Documentation to any country or area subject to antiterrorism controls or U.S embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

Article 28 **Governing Law and Dispute Resolution**

1. The Terms shall be governed by the laws of Japan without regard to conflict of laws principles.
2. Any and all disputes arising out of or in connection with the Terms or the Service Agreement or the License Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The venue for arbitration shall be Tokyo, Japan, and the language of arbitration shall be English.
3. Notwithstanding the provisions of the preceding Paragraph, any and all disputes arising out of or in connection with the Terms or the Service Agreement or the License Agreement between the Institute and the Japanese Registered User shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

Prescribed on 11/21/2021