

## “Automotive Regulations Information” License Agreement

Japan Automobile Transport Technology Association, Japan Automobile Standards Internationalization Center (JASIC, hereinafter referred to as "Party A") and the user (hereinafter referred to as "Party B") of the "Automotive Regulations Information" (hereinafter referred to as "the Service") provided by Party A hereby enter into a contract (hereinafter referred to as "this License Agreement") whereby Party A grants Party B the right to use the Service, under the following terms and conditions.

### 1. Definitions, etc.

(1) The meanings of the terms used in this License Agreement shall be as follows.

① "The Service"

The collective term for the "Automotive Regulations Information" service provided by Party A and its related services (including the service after any change in its name or content, regardless of the reason).

② "JASIC Website"

The website operated by Party A ([https://www.jasic.org/e/index\\_e.htm](https://www.jasic.org/e/index_e.htm)) (including the website after any change in its domain or content, regardless of the reason).

③ "License"

The unit of right granted by Party A to Party B to allow Authorized Users (refer to Item 6 of this paragraph) to use the Service.

④ "User Registration"

To register as a contractor of this License Agreement.

⑤ "User Position"

The collective term for the position as Party B and all rights and obligations held by Party B.

⑥ "Authorized User"

Executives, employees, or other persons belonging to Party B, who are permitted by Party B to use the Service and who have been assigned with an ID and password by Party B.

⑦ "Content"

The collective term for data, texts, figures, tables, images, and any other information provided by Party A to Party B through the Service or obtained by Party B through the Service.

⑧ "Intellectual Property Rights"

Copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire such rights or to file an application for registration, etc., of such rights).

- (2) Party B is limited to a natural person or a legal entity, and artificial intelligence (AI), robots, programs, and other non-human entities are not included.

## **2. Unit of User Registration**

User registration shall be performed in either of the following units.

- (1) A legal entity legally established and registered in accordance with the laws and regulations of each country.
- (2) An individual possessing nationality.

## **3. Number of Licenses and Login Restrictions**

- (1) The number of Authorized Users capable of logging into the Service shall be up to the number of licenses applied for by Party B.
- (2) Upon using the Service, usage restrictions by IP address shall not be implemented.
- (3) Party B may share the license within the same legal entity.

## **4. Contract Period, etc.**

- (1) The contract period of this License Agreement shall be 1 year from the effective date.
- (2) This License Agreement shall be automatically renewed every year unless otherwise indicated by either party.
- (3) If Party B wishes to terminate this License Agreement, it may do so by giving notice at least 30 days prior to the expiration of the contract. In the event of termination of this License Agreement during the contract period (excluding termination of provision based on Article 12, Paragraph 1), the contract amount shall not be refunded.

## **5. Contract Amount and Payment Method (Total Amount)**

- (1) The contract amount shall be the amount calculated based on the fee schedule.
- (2) The contract amount includes the price during the contract period (1 year), consumption tax, and overseas remittance handling fee.
- (3) Party B shall pay the contract amount by wire transfer to the bank account designated by Party A based on the invoice issued by Party A.

- (4) Consumption tax is not required if the invoice destination is outside Japan.
- (5) In the case of remittance from overseas, 5% of the price shall be the overseas remittance handling fee.
- (6) The contract amount does not include the bank transfer fee at the time of bank transfer. The bank transfer fee shall be borne by Party B.
- (7) Party B may acquire additional licenses even during the contract period by paying an amount equivalent to the contract amount calculated based on Paragraph 1 of this Article. Party B may reduce the number even during the contract period, but Party B cannot request a refund of the usage fee corresponding to the reduced even if the said usage fee has already been paid. Furthermore, if the usage fee corresponding to the reduced licenses has not been paid for any reason, Party B shall pay the usage fee corresponding to the remaining number of months until the expiration of the contract to Party A in a lump sum.

## **6. Provision of Information**

- (1) Party A provides information regarding the Service to Party B by displaying the information on a browser on the dedicated website of the Service on the internet or by providing it as PDF data.
- (2) Party B accesses the Service using the ID and password issued by Party A based on this License Agreement, regardless of the number of contracted devices. If Party B has contracted for multiple contract sets, Party B shall use the ID and password issued for each contract set respectively.

## **7. Prohibited Acts**

- (1) Party B cannot perform the following acts either directly or through a third party when using the Service.
  - ① Acts of using the Service beyond the scope permitted by the Copyright Act in any manner such as reproduction, publication, publicizing, transfer, public transmission, modification, and other modes.
  - ② Acts that infringe or may infringe the copyrights, registered trademarks, or other intellectual property rights of Party A or rightful right holders.
  - ③ Unauthorized use or display of the name, trademark, logo, content of the Service, and the form, layout, and design of each page.
  - ④ Acts of adapting, modifying, reverse engineering, decompiling, or disassembling the Service.

- ⑤ Acts of modifying Party A's source code, creating derivative works, decompiling, or performing other operations.
  - ⑥ Acts of inputting, outputting, reproducing, etc., by methods other than those permitted by Party A.
  - ⑦ Acts of using the Service for the purpose of planning, developing, or operating products competing with the Service.
  - ⑧ Acts of making a third party other than Authorized Users use the data provided by the Service by resale, transfer, lending, transfer, copying (mechanical, electrical), or other methods.
  - ⑨ In addition to the preceding items, acts that violate laws and regulations, acts that do not comply with the method of use specified by Party A, acts that violate this License Agreement or promote or recommend such violations, acts that interfere with the operation of the Service, acts that damage Party A's credibility or infringe Party A's property, acts that cause disadvantage to Party A, and other acts that Party A deems inappropriate in light of the purpose of use of the Service.
- (2) If Party A determines that any of the acts in the preceding paragraph have been committed, it may notify Party B and request that corrective measures be taken by a date specified by Party A. If Party B fails to take corrective measures against the said acts even after the date specified by Party A has passed, Party A may temporarily suspend or revoke Party B's User Position or cancel this License Agreement. In this case, the following provisions shall apply.
- ① If Party B falls under any of the grounds set forth in the preceding paragraph, Party B shall automatically forfeit the benefit of any term with respect to all obligations owed to Party A and shall immediately pay all such obligations to Party A.
  - ② Party A shall not bear any responsibility for damages caused to Party B by acts performed by Party A based on this Article.

## **8. Contract Termination, etc.**

- (1) Party A may terminate this License Agreement if Party B neglects its obligations under this License Agreement and fails to perform the said obligations within 30 days after receiving notice.
- (2) Party A may immediately terminate this License Agreement without any notice to Party B if Party B falls under any of the following items.

- ① If it becomes clear that there are false facts in the registered matters or if it becomes clear that Party B made a false declaration to Party A.
  - ② If the ID and password are used illegally, or the Service is otherwise used illegally.
  - ③ If the contract amount is not paid to Party A by the contract period expiration date (or the date separately specified by Party A if Party A has specified a payment date).
  - ④ If Party B suspends payments or becomes insolvent.
  - ⑤ If a petition is filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or other similar proceedings.
  - ⑥ If a petition is filed for provisional attachment, attachment, or provisional disposition.
  - ⑦ If Party B is in arrears with taxes and public dues and receives a disposition for failure to pay.
  - ⑧ If transactions at a clearinghouse are suspended.
  - ⑨ If a ruling for the commencement of guardianship, curatorship, or assistance is received.
  - ⑩ If a significant change occurs in assets, credit, or business, and it is recognized that the performance of obligations based on this License Agreement becomes difficult.
  - ⑪ If the Service has not been used continuously for 6 months or more.
  - ⑫ If there is no response for 30 days or more to inquiries or other communications requesting answers from Party A.
  - ⑬ If the honor or credibility of Party A or the Service is significantly damaged.
  - ⑭ If Party A determines that Party B is an antisocial force, etc. (including organized crime groups, members of organized crime groups, right-wing groups, antisocial forces, and other equivalent persons) or engages in any interaction or involvement with antisocial forces, etc., such as cooperating or participating in the maintenance, operation, or management of antisocial forces, etc. through funding or other means.
  - ⑮ If any other provision of this License Agreement is violated.
- (3) If Party B falls under any of the reasons in the items of the preceding paragraph, Party B shall naturally lose the benefit of time regarding all obligations owed to Party A and shall immediately pay all debts to Party A.

- (4) Party A shall not bear any responsibility for damages caused to Party B by acts performed by Party A based on this Article.

## **9. Ownership of Rights**

- (1) All copyrights, trademark rights, and all other intellectual property rights and other property rights regarding the Service belong to Party A.
- (2) Copyrights, trademark rights, and all other intellectual property rights and property rights related to the content, output data, etc. (including data output through the use of AI) of the Service, and software, services, etc. of other companies used by Party A in providing the Service, belong to Party A or the provider having legitimate rights.

## **10. Grant of License**

- (1) Party A grants Party B the license to use the information provided through the Service solely for Party B's internal business purposes, in accordance with the conditions stipulated in this License Agreement.
- (2) The grant of license in the preceding paragraph includes the use by the methods stipulated in the following items, limited to Authorized Users.
  - ① Downloading or saving data to document storage media such as computers, hard disks, and USB memories used by Authorized Users.
  - ② Limited to Authorized Users, quoting, reprinting, or summarizing all or part of the data, and posting it internally within Party B in a small number and a closed scope, etc.
  - ③ Reproducing or printing all or part of the data for the purpose of reports, studies, meetings, etc., internally within Party B within a limited and closed internal scope.

## **11. Use by AI**

- (1) Party B may use the data provided by the Service for learning using artificial intelligence (AI) technology (hereinafter referred to as "AI Learning") on computers managed by Authorized Users, solely for the purpose of improving the accuracy of information retrieval for Authorized Users.
- (2) Authorized Users must not use the data for AI Learning for purposes other than those stipulated in the preceding paragraph.

## **12. Modification and Termination of the Service Content**

- (1) Party A may change the content of the Service or terminate the provision of all or part of it at its sole discretion without obtaining Party B's consent. When Party A terminates the provision of all or part of the Service, Party A shall notify Party B by a method determined by Party A.
- (2) Party A shall not bear any responsibility for damages caused to Party B based on the measures taken by Party A based on this Article.

### **13. Temporary Suspension of the Service, etc.**

- (1) Party A may stop or suspend the provision of all or part of the Service without prior notice to Party B if any of the following reasons apply.
  - ① When urgent inspection or maintenance work on the computer system related to the Service is performed.
  - ② When computers, communication lines, etc. stop due to an accident.
  - ③ When the operation of the Service becomes impossible due to force majeure such as earthquakes, lightning strikes, fires, wind and flood damages, power outages, and natural disasters.
  - ④ In addition, when Party A determines that a stop or suspension is necessary.
- (2) Party A shall not bear any responsibility for damages caused to Party B based on the measures taken by Party A based on this Article.

### **14. Scope of Liability**

- (1) Party A makes no guarantee whatsoever that the Service is suitable for Party B's specific purpose, that it has the expected functions, merchantability, accuracy, and usefulness, that the use of the Service by Party B complies with the laws and regulations or internal rules of industry groups applicable to Party B, and that defects will not occur.
- (2) If a mistranslation, omission, or other defect is found in the content of the Service, Party A shall strive to promptly correct it. Party A's responsibility is limited only to reasonable efforts to correct the said defect, and Party A shall bear no other responsibility whatsoever.
- (3) The choice to use the Service is made at Party B's responsibility, and Party A bears no responsibility for the use of the Service and its results.
- (4) Even if Party A is liable for any reason, Party A shall not be liable to compensate for damages suffered by Party B exceeding one year's usage fee. In addition, Party A shall not be liable to compensate for incidental damages, indirect damages, special damages, future damages, and damages related to lost profits.

- (5) If Party B causes damage to Party A in violation of this License Agreement, Party B shall compensate Party A for all of the said damage.

## **15. Handling of Personal Information**

- (1) The handling of Party B's personal information by Party A shall be in accordance with the provisions of the separate "Personal Information Protection Policy" (posted on the JASIC Website), and Party B agrees that Party A handles Party B's personal information in accordance with the "Personal Information Protection Policy".
- (2) Party A may use and disclose the information, data, etc. provided by Party B to Party A as statistical information in a form that cannot identify individuals at Party A's discretion, and Party B shall not object to this.
- (3) The handling of personal information after the end of this License Agreement or after the erasure of user registration shall comply with the provisions of this Article.

## **16. Measures After Contract Termination, etc.**

- (1) If Party B's registration is deleted or terminated, or if this License Agreement ends due to the expiration of the period or cancellation, Party A shall delete data or files such as IDs and passwords registered on Party A's system.
- (2) If Party B's registration is erased, or if this License Agreement ends due to the expiration of the period or cancellation, Party B shall promptly erase all data recorded on document storage media such as computers, hard disks, and USB memories, or document storage systems such as cloud services of Party B due to the use of the Service.
- (3) When an Authorized User loses their position as an Authorized User, Party B must cause the said Authorized User to promptly erase all data recorded on document storage media such as computers, hard disks, and USB memories, or document storage systems such as cloud services under their management.
- (4) Party B shall take necessary supervision and measures for the said Authorized User at its own responsibility so that the Authorized User does not violate the provisions of the preceding paragraph. If the Authorized User does not erase the data in the preceding paragraph despite losing their position as an Authorized User, it is deemed that Party B is violating the provisions of the preceding paragraph.

## **17. Modification of Contract Content**

- (1) Party A may modify the content of this License Agreement during the contract period.
- (2) When Party A modifies the content of this License Agreement based on the preceding paragraph, Party A shall notify Party B of the modified content and the effective date in advance by a method determined by Party A.
- (3) If Party B does not state any objection regarding the said modification by the effective date of the modified License Agreement, Party B shall be deemed to have agreed to the said modification.

## **18. Consultation**

Regarding matters not stipulated in this License Agreement and matters with discrepancies in the interpretation of the content of this License Agreement, they shall be resolved through consultation between both parties in accordance with the intent of this License Agreement.

## **19. Governing Law and Agreed Jurisdiction**

- (1) The formation, validity, performance, and interpretation of this License Agreement shall be governed by Japanese law.
- (2) Regarding disputes arising between Party A and Party B in connection with this License Agreement or the Service, the Tokyo District Court shall be the exclusive agreed court of jurisdiction for the first instance.

## **20. Survival Clause**

Even after the termination of this License Agreement, the provisions of Article 9 (Ownership of Rights), Article 14 (Scope of Liability), Article 15 (Handling of Personal Information), Article 16 (Measures After Contract Termination, etc.), and Article 19 (Governing Law and Agreed Jurisdiction) shall remain in effect.

## **21. Application Relationship**

In interpreting this License Agreement, the Japanese version shall be the official text. If a discrepancy or contradiction arises between the wording of this License Agreement (Japanese version) and the English contract (English version), the wording of this License Agreement shall take precedence.