

## “Automotive Regulations Information” License Agreement (Intranet Use)

Japan Automobile Transport Technology Association, Japan Automobile Standards Internationalization Center (JASIC, hereinafter referred to as "Party A") and OO Co., Ltd. (hereinafter referred to as "Party B") hereby enter into a contract (hereinafter referred to as "this License Agreement") whereby Party A grants Party B the right to use the "Automotive Regulations Information" (hereinafter referred to as "the Service") provided by Party A, 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 "Registered Company"

Party B's parent company, Party B's subsidiaries, Party B's overseas R&D bases, Party B's affiliated companies involved in the development of models for which Party B outsources development, and other related companies, which are listed in Appended Table 1.

④ "User Position"

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

⑤ "Authorized User"

Executives, employees, or other persons belonging to Party B or a Registered Company, who are permitted by Party B to use the Service's data.

⑥ "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.

⑦ "Intranet"

The corporate network accessible only by Party B and Registered Companies.

⑧ "Responsible Person"

The representative of Party B who assumes management responsibility for the usage status of the Service, administrative work for this License Agreement, and the Service as a whole, acting as the point of contact with Party A.

⑨ "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. Content of the Contract

The contract period, contract amount, contract type, and number of contract units shall be determined as follows:

- (1) Contract Period: 1 year from [Month] [Day], 20[Year]
- (2) Contract Amount (Total Amount): OO JPY (including 10% consumption tax OO JPY)
- (3) Contract Type (Set Name): Comprehensive/Full Set
- (4) Number of Contract Units
  - ① Number of devices accessible to the Service: 1 device
  - ② Number of units accessible to the Intranet: Party B and OO Registered Companies (Appended Table 1)

## 3. Contract Period

- (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 11, Paragraph 1), the contract amount shall not be refunded.

## 4. Contract Amount and Payment Method (Total Amount)

- (1) The contract amount shall be the amount stated in Article 2, Paragraph 2.

- (2) The contract amount includes the price and consumption tax during the contract period (1 year).
- (3) Party B shall pay the contract amount by bank transfer to the bank account designated by Party A based on the invoice issued by Party A.
- (4) Bank transfer fees at the time of bank transfer shall be borne by Party B.
- (5) When renewing this License Agreement, an appropriate contract amount shall be determined through consultation each time.

## **5. Number of Contract Units**

- (1) The number of contract units shall be the number stated in Article 2, Paragraph 4.
- (2) Party B may access the Service using one set of ID and password lent by Party A.
- (3) Party B shall provide Party A with certain information determined by Party A (including but not limited to the Responsible Person) by entering it into the application form on the JASIC Website by a date separately specified by Party A.
- (4) Party B may access the Service using one set of ID and password necessary for using the Service lent by Party A. The said ID and password shall be valid only for the 1-year contract period. If this License Agreement is renewed, Party A shall issue a new ID and password at the time of contract renewal. The new ID and password issued at the time of contract renewal shall be valid only for the 1-year contract period after the said renewal. The same shall apply to subsequent renewals.
- (5) Party B may add the Registered Companies in Appended Table 1 even during the contract period by paying an additional amount of money (hereinafter referred to as the "Additional Usage Fee"). Also, Party B may reduce the number of or eliminate Registered Companies even during the contract period, but Party B cannot request a refund of the Additional Usage Fee corresponding to the reduced or eliminated Registered Companies even if the said Additional Usage Fee has already been paid. Furthermore, if the Additional Usage Fee corresponding to the reduced or eliminated Registered Companies has not been paid for any reason, Party B shall pay the Additional Usage Fee corresponding to the remaining number of months until the expiration of the contract to Party A in a lump sum. The addition, deletion, or reduction of Registered Companies shall be made only by a document bearing the name and seal of the Responsible

Person.

- (6) The Additional Usage Fee in the preceding paragraph shall be determined through consultation between Party A and Party B.

## **6. Prohibited Acts**

- (1) Party B cannot perform the following acts either directly through Authorized Users 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 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.

## **7. 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.

## **8. 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.

## **9. Grant of License**

- (1) Authorized Users may post the Content downloaded from the JASIC Website on the Intranet and allow themselves or Registered Companies to use the Service by viewing them on the Intranet or by the methods described in Paragraph 2 of this Article. Authorized Users may not post the Content on networks other than the Intranet. Also, they may not allow third parties other than Registered Companies to use the Content.
- (2) Authorized Users may allow themselves or Registered Companies to use the Service by posting it on the Intranet using the methods stipulated below.
  - ① Downloading or saving the Content downloaded from the JASIC Website to

document storage media such as computers, hard disks, and USB memories used by Authorized Users.

- ② Quoting, reprinting, processing, reproducing, editing, adapting, copying, or summarizing all or part of the Content downloaded from the JASIC Website, and posting it internally among Authorized Users.

## **10. 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 Party B, 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.
- (3) Registered Companies may not perform the AI Learning stipulated in Paragraph 1 unless they separately conclude a separate license agreement with Party A.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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.

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

- (1) If Party B's registration is delated or teminated, 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.
- (5) When a Registered Company stated in Appended Table 1 loses its status as a Registered Company, Party B shall cause the said Registered Company 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 its management.
- (6) Party B shall take necessary supervision and measures for the said Registered Company at its own responsibility so that the Registered Company does not violate the provisions of the preceding paragraph. If the Registered Company does not erase the data in the preceding paragraph despite losing its status as a Registered Company, it is deemed that Party B is violating the provisions of the preceding paragraph.

## **16. 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.

### **17. 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.

### **18. 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.

### **19. Survival Clause**

Even after the termination of this License Agreement, the provisions of Article 8 (Ownership of Rights), Article 13 (Scope of Liability), Article 14 (Handling of Personal Information), Article 15 (Measures After Contract Termination, etc.), and Article 18 (Governing Law and Agreed Jurisdiction) shall remain in effect.

### **20. 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.

To evidence this License Agreement, two copies of this document shall be created, and both parties shall retain one copy each. Alternatively, to evidence the formation of this License Agreement, an electromagnetic record of this document shall be created, electronic signatures shall be applied after agreement by Party A and Party B, and each shall retain the electromagnetic record.

[Year] [Month] [Day]

<Party A>

Address: 7th Floor, All Japan Truck General Hall, 3-2-5 Yotsuya, Shinjuku-ku, Tokyo  
160-0004 Public Interest Incorporated Foundation, Japan Automobile Transport  
Technology Association Japan Automobile Standards Internationalization Center  
(JASIC)

Director: \_\_\_\_\_ [Seal]

<Party B>

Address:

Organization and Group Name:

Contractor: \_\_\_\_\_ [Seal]

Appended Table 1: List of Registered Companies

	Company Name
1	(Registered Company Name)
2	(Registered Company Name)