

mdx: a platform for building data-empowered society

Terms of Service

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Article 1: Purpose

These Terms of Service (“Terms”) for mdx: a platform for building data-empowered society (commonly known as “mdx”; hereinafter, “mdx”), set forth, with regard to use of the mdx service (“Service”) jointly operated by a consortium of 11 institutions led by Information Technology Center, the University of Tokyo (“Lead Institution”) (the other institutions being Hokkaido University Information Initiative Center; Tohoku University Cyberscience Center; Center for Artificial Intelligence Research, University of Tsukuba; National Institute of Informatics; National Institute of Advanced Industrial Science and Technology Information Technology and Human Factors; Tokyo Institute of Technology Global Scientific Information and Computing Center; Nagoya University Information Technology Center; Academic Center for Computing and Media Studies, Kyoto University; Cybermedia Center, Osaka University; and Research Institute for Information Technology, Kyushu University) (the 11 institutions collectively the “Member Institutions”), the relationships and other necessary matters between the Lead Institution on the one part and Project Operators and Project Users on the other part, and between the Member Institutions and such persons.

Article 2: Definitions

The terms used herein shall have the meanings ascribed to them in their respective items below.

- (1) “Project” means a unit of use of mdx and a unit of contract for the Service.
- (2) “Project Operator” means a legal entity or individual that enters in its own name into a User Agreement for the Service and serves as the operator of a Project. For example, when a Project is conducted as business of a legal entity, that legal entity is the Project Operator.
- (3) “Project Representative” means a natural person that represents a Project and is held responsible for use of the Service and oversight of the Project Users. When the Project Operator is an individual, the Project Representative shall be such individual, and when the Project Operator is a legal entity, the Project Representative shall be a natural person appointed by such legal entity. For example, when a Project is conducted as business of a legal entity, the Project Representative shall be an employee etc. of such legal entity that is directing the Project.
- (4) “Project User” means any natural person, including a Project Representative, that is engaged in a Project and manages Tenants on the basis of due authority.
- (5) “Tenant” means a computing environment that is constructed using the Service and virtualized for each Project. In the User Portal, User Guide, and other relevant documents/information, such environments are referred to as a “Virtual Machines”.
- (6) “Tenant Service” means a unique service (data provision service, analytics environment, etc.) that is constructed in a Tenant using the Service and provided by a Project Operator to third parties. For the avoidance of doubt, Project Users other than Project Operators are not entitled to provide Tenant Services in their own names.
- (7) “Tenant Service User” means any person using a Tenant Service provided by a Project Operator.
- (8) “Payment Administrator” means a natural person (including departments in case of legal entity) that is responsible for the administration of payments related to a Project’s mdx Points as set forth in Article 23, and is so designated by the Project Operator.
- (9) “Project Application Portal” means the portal site where prospective Project Operators submit new Project applications.
- (10) “User Portal” means the portal site where Project Operators and Project Users construct, operate, and manage Tenants.
- (11) “Resources” means mdx’s computation nodes (generic nodes and computation accelerator nodes), software, storage (virtual disks, high-speed internal storage, high-volume storage, object storage), networks, and the like in whole or in part on the Service.
- (12) “mdx Points” means points which the Lead Institution grants in accordance with Project Operators’ applications and manages for use of the Service, and which are consumed in accordance with the amount of Resources used by Project Users and with other relevant service particulars associated

with mdx.

- (13)“Lead Institution Representative” means the person representing the Lead Institution.
- (14)“Steering Committee” means the Data-Driven Future Society Platform Collaborative Enterprise Steering Committee established in accordance with the “Agreement on Establishment and Operation of Data-Driven Future Society Platform Collaborative Enterprise”.
- (15)“Terms etc.” means these Terms, the “Data-Driven Future Society Platform System Personal Information Protection Policy”, other terms and conditions applicable to the Service, and the related laws and regulations that apply to Project Operators and Project Users when they use the Service.

Article 3: Relationship between Lead Institution and Other Member Institutions

1. The Lead Institution delegates to Member Institutions other than itself any operations (whether before or after the formation of User Agreements) related to Project Operators’ or Project Users’ use of the Service which are set forth herein as within the scope of tasks of Member Institutions; provided, however, that the Lead Institution may also perform such operations itself.
2. All acts taken by Member Institutions other than the Lead Institution in respect of Project Operators and Project Users under the provisions of the preceding paragraph will be attributed to the Lead Institution, regardless of the name, title, or other appellation of the person giving notification when such acts are taken. In other words, for the purposes of these Terms, the acts etc. which Member Institutions take or are charged with taking will signify that Member Institutions are performing operations delegated to them by the Lead Institution, the Lead Institution will be the principal of those operations, and the effects of them will be attributed to the Lead Institution in accordance with this paragraph.

Article 4: Purposes of Use

The purposes of the Service are academic research, education, technology development, social implementation, and sector- and field-transcending community formation intended to ensure the realization of those aims. The Service is made available for the following uses:

- (1) Collection, management, and provision of data;
- (2) Development of algorithms and software;
- (3) Construction of data provision/utilization infrastructures;
- (4) Cutting-edge data utilization;
- (5) Design of future information infrastructures;
- (6) Experimental utilization intended for the foregoing purposes; and
- (7) Other use permitted by the Member Institutions.

Article 5: Scope of Application

1. Prospective Project Operators shall consent to these Terms and then make applications to the Service. Further, all Project Operators and Project Users shall be subject to these Terms.
2. Project Operators shall disseminate these Terms to all Project Users engaged in their Projects and ensure that such Project Users consent hereto. In the case where such consent cannot be obtained etc., The relevant Project Operator will be obligated to indemnify against all loss and damages that is incurred by third parties including Member Institutions, other Project Operators, Project Users, and Tenant Service Users because the Project User in question was not subject to these Terms for reasons attributable to such Project Operator.

Article 6: Eligibility

1. Project Operators and Project Users must be persons (including students) that satisfy the purposes of use set forth in Article 4 and fall under one of the following:
 - (1) Universities, junior colleges, technical colleges, and inter-university research institutes;
 - (2) Research institutions, and incorporated administrative agencies or special public legal entities etc. intended for conducting or supporting research;
 - (3) Institutions under the jurisdiction of national or local governments, which are intended for academic research, promotion of scholarship, or public enterprises;
 - (4) Institutions that, by agreement with an institution falling under (1) through (3) above, have undertaken some part of joint research or public works;
 - (5) Private enterprises or other such legal entities;
 - (6) Persons conducting projects that have been reviewed and accepted by the Member Institutions;
 - (7) Persons otherwise specially approved by the Member Institutions; and
 - (8) Natural persons belonging to the legal entities, institutions, etc. of the foregoing items.
2. In addition to the preceding paragraph, Project Operators and Project Users must be persons whose use

of the Service is permitted under the laws and regulations related to security export controls, such as the Foreign Exchange and Foreign Trade Act of Japan (“Forex Act”) (and, if the laws requires the Member Institution to follow the legal procedures for use of the Service by the Project Operator or Project User’s, such procedures shall be completed by such persons). Project Operators shall be obligated to properly complete any procedures which may be required under laws and regulations for their use of mdx (including procedures imposed on Project Operators and Project Users by the Member Institutions for legal/regulatory compliance purposes) and, in the case where legal/regulatory procedures are (or may be) required of the Member Institutions for such use, Project Operator shall notify the Member Institutions of that fact.

3. Project Operators and Project Representatives will be entitled to add Project Users for their own Projects insofar as doing so will not be at variance with the purposes of such Projects and is necessary for the implementation of such Projects; provided, however, that any Project Users so added must be persons satisfying Paragraphs 1 and 2 (and, in the case where procedures separately specified by the Member Institutions under Paragraph 2 are required, Project Users so added must complete such procedures), and that persons who do not meet these eligibility criteria shall not be added as Project Users.

Article 7: Applications

1. Prospective Project Operators shall, after consenting to the particulars of these Terms, submit their applications by filling in the required matters on the Service’s Project Application Portal and transmitting electronic data to the Member Institutions.
2. When determining whether to allow use of the Service, the Member Institutions will be entitled to request that prospective Project Operators that have made applications provide additional information, materials, etc. concerning information other than the matters indicated on the Project Application Portal (including, without limitation, proof that the applicant satisfies the eligibility criteria of the preceding article, and details of the Project).

Article 8: Approval of Projects, Formation of User Agreements

When the Member Institutions consider an application as set forth in Article 7 to be acceptable, they shall approve use of the Service. By the Member Institutions approval of a Project, a User Agreement for the Service shall be executed by and between the Project Operator and the Lead Institution. Notice of such approval shall be given on the Project Application Portal, by email, or by other method specified by the Lead Institution.

Article 9: Rejection of Applications

1. The Member Institutions will be entitled to reject applications if the results of a screening show any of the following to be applicable (or potentially applicable).
 - (1) If the Member Institutions determine that accommodating the application will make it prohibitively difficult to provide the Service or operate and maintain mdx;
 - (2) If the eligibility criteria set forth in Article 6, Paragraphs 1 and 2 are not satisfied;
 - (3) If the prospective Project Operator, Project Representative, or Project User(s), in whole or in part (including legal entities, organizations, etc. which are substantively managed or operated by such persons or with which such persons are substantively involved) has failed to perform a duty under an agreement with any of the Member Institutions in the past, or may have failed to perform such a duty;
 - (4) If false statements are made in the application;
 - (5) If the applicant is not compliant with laws and regulations etc. related to security export controls;
 - (6) If the intended purpose of use is not peaceful;
 - (7) If the intended purpose of use is contrary to public order and morality;
 - (8) If due consideration has not been given to efforts for bioethics or safety;
 - (9) If due consideration has not been given to the protection of human rights and interests;
 - (10) If there is any possibility of the Service being used in a way which will erode social trust in the Member Institutions; or
 - (11) If the Member Institutions otherwise reasonably consider it inappropriate to approve the application.
2. If as a result of a screening an application is not approved, the Project Operator or Project Representative shall be notified as soon as possible. It should be noted that the Member Institutions are not obligated to disclose the reasons for such non-approval of applications.

Article 10: Term of Use

Project Operators and Project Users will be entitled to use the Service in accordance herewith for only the

duration of the Project approved by the Member Institutions.

Article 11: Filing of Amendments

1. If there has been a change to the content of an application as set forth in Article 7, the relevant Project Operator shall promptly complete prescribed amendment procedures.
2. The Member Institutions shall not be held liable for any loss or damage which is suffered by third parties, including Project Operators, Project Users, and Tenant Service Users, because of a delay etc. in the filing of amendments as set forth in the preceding paragraph.
3. When an amendment has been filed as set forth in Paragraph 1, the Member Institutions shall deem an application under Article 7 to have been made for the particulars as amended and re-screen such particulars.

Article 12: Compliance

The following items must be complied with when using the Service.

- (1) Project Operators and Project Users must appropriately manage and (where necessary for use of Tenant Services) ensure that their Tenant Service Users manage all information for use of the Service and of Tenants (including, without limitation, IDs, passwords, and other account information required for use of the Service), and must make efforts to prevent unauthorized use of the Service, Tenants, and Tenant Services.
- (2) When providing Tenant Services, Project Operators must, under their own responsibility and cost burden, enact terms of service and privacy policies (personal information protection policies) etc. for those Tenant Services, and appropriately manage the Tenant Service Users by, for example, obtaining their consent to the said terms and policies by appropriate means and/or entering with them into required agreements regarding the Tenant Services. Project Operators must ensure that such terms of service etc. impose duties at least as stringent as those borne by Project Operators and Project Users hereunder for use of the Service, and otherwise ensure that Tenant Service Users' use of Tenant Service will not cause any obstruction to the operation of the Service.
- (3) Project Operators and Project Users shall, under their own responsibility and cost burden, execute license agreements for required software etc. on the Service, Tenants, and Tenant Services before installing such software etc. Further, when such software etc. is no longer needed, the relevant Project Operator or Project Users shall terminate the license agreements and complete other necessary procedures.
- (4) Project Operators and Project Users must, under their own responsibility and cost burden, use the Service and Tenants and provide Tenant Services in safe usage environments by taking appropriate measures, for example, implementing software vulnerability countermeasures, version upgrades, required setting changes etc. Project Operators and Project Users shall be responsible for responding to all information security incidents which occur in the environments they construct. In such cases, the Project Representatives shall promptly report to the Member Institutions and, if the Member Institutions or the Lead Institution Representative give instructions, the Project Representatives shall handle the matter in accordance with those instructions.
- (5) When Project Operators and Project Users intend to make a grant of technology or export of goods in respect of any information ancillary to or findings achieved through use of the Service, or any other matters produced through use of the Service which are subject to regulation under laws and regulations related to security export controls, they shall do so under their own responsibility and in compliance with laws and regulations related to security export controls.

Article 13: Prohibitions

Project Operators and Project Users shall not engage in any of the following conduct, or cause or allow third parties to engage in the same:

- (1) Causing or allowing persons other than those approved by the Member Institutions to use the Service, such as by announcing, sharing (except where approved by the Member Institutions), transferring, lending, or distributing (for free or for a charge) IDs, passwords, or other account information required for use of the Service (provided, however, that Project Users which have been added by their Project Operators or Project Representatives in accordance with Article 6, Paragraph 3 as persons engaged in Projects will be deemed approved by the Member Institutions);
- (2) Saving on the Service any data etc. that is not relevant to the purposes of use specified in Article 4 or data etc. that is not relevant to the Project approved by the Member Institutions;
- (3) Accessing or analyzing data etc. saved on the Service or the Tenants or Tenant Services of other Projects on the Service without the consent of the Member Institutions or the Project Operators or

- Project Users of such other Projects;
- (4) Attacking or otherwise obstructing the normal operation of the Service or the Tenants or Tenant Services of other Projects on the Service;
 - (5) Attacking, otherwise obstructing the normal operation of, or destroying machinery, networks, or the like which are owned or managed by third parties, including Member Institutions, other Project Operators, Project Users, and Tenant Service Users;
 - (6) Using the Service for purposes other than the purposes of use specified in Article 4;
 - (7) Using the Service in a manner different from the particulars submitted in the application on the Project Application Portal under Article 7 (including cases where there have been subsequent changes, but excluding cases of re-approval by the Member Institutions in accordance with the procedures of Article 11, Paragraph 3);
 - (8) Using the Service in a manner which may come under Article 9, Paragraph 1, Items (2) to (10);
 - (9) Operating, as a Tenant Service, a service which is illegal or unlawful, a service which is contrary to public order and morality, a service which may damage the life, person, or property of any third party, a service which may encourage any of the foregoing, or a service which otherwise may invite social censure;
 - (10) Injuring, in connection with the Service, the honor or reputation of any third party, including Member Institutions, other Project Operators, Project Users, or Tenant Service Users;
 - (11) Publicly announcing, or disclosing to or sharing with third parties, any vulnerabilities which are present on the Service or on the Tenants or Tenant Services of other Projects on the Service;
 - (12) Conduct which will or could obstruct the normal operation of the Service, such as attempting high-volume access over a short time;
 - (13) Nuisance behavior toward Member Institutions, other Project Operators, Project Users, or Tenant Service Users (including defamation and harassment, whether on or off the Service);
 - (14) Other conduct that the Member Institutions reasonably determine to be inappropriate in light of the aims of the Service; or
 - (15) Attempting any of the foregoing.

Article 14: Restrictions on Resource Volume

1. The Member Institutions may reclaim the Resources assigned to Projects if the amount of Resources available on the Service is in short supply. In such cases, the Member Institutions shall, as a rule, notify Project Operators or Project Representatives in advance; provided, however, that when emergency action is necessary or advance notice is otherwise impossible in a case where Resources are in drastically short supply etc., notification shall be given as soon as possible after the reclaiming of Resource.
2. The Member Institutions will not be obligated to indemnify against any loss or damage etc. that is incurred by Project Operators, Project Users, Tenant Service Users, or other third parties as a result of any reclaiming of Resources as set forth in the preceding paragraph.

Article 15: Removal of Projects, Termination of User Agreements

1. A User Agreement for the Service shall terminate with the expiration of the applicable term of use, the Project Operator's removal of the Project, or the cancellation of such User Agreement under Article 17 hereof (whichever comes first).
2. Even during the term of use set forth in Article 10, a Project Operator will be entitled to remove the relevant Project and terminate the applicable User Agreement at any time.
3. When a User Agreement for the Service has terminated for any reason, the Project Operator and Project Users shall not be relieved of the responsibility to perform any duties that have already arisen through their use of the Service.
4. When a User Agreement for the Service has terminated for any reason, the Member Institutions will delete all of the relevant Project's data (excluding the Project Operator's application information), including any data etc. of the Project Operator or Project Users that is saved on the Tenants of such Project. The Member Institutions shall not be held liable for any loss or damage that is incurred by Project Operators, Project Users, or Tenant Service Users in conjunction with such deletion.

Article 16: Instructions for Improvement

1. In the case where the Member Institutions determine that a Project Operator or Project User has breached the Terms etc. or may be obstructing the operation of the Service, the Member Institutions will be entitled to stipulate in relation to such breach a reasonable deadline for improvement of the method of use and instruct that the improvements be complete by such deadline, and any Project Operator or Project User that has received such an instruction must complete the relevant improvements.

2. When in accordance with the provisions of the preceding paragraph a Project Operator has received an instruction for improvement concerning a Project User engaged in such Project Operator's Projects, such Project Operator must cause the Project User to complete the improvements.
3. The Member Institutions will be entitled to suspend Project Operators' or Project Users' use of the Service and halt their provision of Tenant Services as necessary until the improvements set forth in Paragraph 1 are complete. It should be noted that even when a breach involves only some Project Users, the Member Institutions will be entitled to suspend use of the Service or provision of Tenant Services by the Project Operator and by all Project Users engaged in such Project Operator's Project (including, in case of multiple Projects, all such Projects).
4. The Member Institutions shall not be held liable for any loss or damage that is incurred by Project Operators, Project Users, and third parties including Tenant Service Users, because of any suspension of use of the Service or provision of Tenant Services under the preceding paragraph, regardless of the reason such loss or damage arose.
5. The Member Institutions will be entitled to demand at any time that Project Operators or Project Users submit any materials, reports, etc. or give any factual explanations etc. that are needed by the Member Institutions to determine whether a Project Operator or Project User has breached the Terms etc.
6. Even when use of the Service or provision of Tenant Services is suspended under Paragraph 3, the relevant Project Operators' and Project Users' duties under the Terms etc. shall have and shall remain in full effect until the applicable User Agreements are cancelled.

Article 17: Cancellation of User Agreements

1. If a Project Operator or Project User fails to comply with an instruction as in Paragraph 1 of the preceding article (including cases of no reply to such an instruction), the Lead Institution will be entitled to cancel in whole or in part the User Agreements with the relevant Project Operator (meaning, in the case where it is a Project User that failed to comply with the instruction as in Paragraph 1 of the preceding article, the Project Operator to which such Project User is subordinate); provided, however, that in any of the cases specified in the items below, the Lead Institution will be entitled to cancel User Agreements with such Project Operator in whole or in part immediately, without giving an instruction as in Paragraph 1 of the preceding article. Project Operators and Project Users against which User Agreements have been cancelled will not be entitled to use the Service even if their term of use as set forth in Article 10 remains unexpired.
 - (1) If the impact on the normal operation of the Service will be significant, if emergency measures are necessary for the protection of life, person, or property, or if the Lead Institution otherwise determines that the impact on Member Institutions, the Service, other Project Operators, Project Users, Tenant Service Users, or other third parties will be significant;
 - (2) If the Service has been used for a purpose other than the purposes of use set forth in Article 4;
 - (3) If the eligibility set forth in Article 6 has been lost or forfeited;
 - (4) If any of Article 9, Paragraph 1, Items (2) through (10) are discovered to be applicable (including cases of ex post facto applicability);
 - (5) If, after approval of a Project, a purchase of mdx Points as set forth in Article 23 is not made by the deadline stipulated by the Lead Institution;
 - (6) If an additional purchase of mdx Points is not made by a deadline that is stipulated by the Lead Institution, counting from the day the balance of mdx Points acquired by a Project Operator runs out;
 - (7) If a purchase price of mdx Points as set forth in Article 23 is not paid; or
 - (8) If any of Article 35, Paragraphs 1 through 3 have been breached.
2. The Member Institutions will not be held liable for any loss or damage that is incurred by Project Operators, Project Users, and third parties including Tenant Service Users, because of any cancellation of User Agreements under the preceding paragraph, regardless of the reason such loss or damage arose.

Article 18: Contractual Status, Rights, and Duties

1. Except in the case of negligence on the part of the Member Institutions, Project Operators and Project Users shall bear all civil duties and liabilities under laws, regulations, and their contractual status with regard to use of the Service, for all acts (including omissions) committed by third parties using the accounts of such Project Operators or Project Users in connection with use of the Service, regardless of whether the Project Operators or Project Users were involved in those acts.
2. Project Operators and Project Users will not be entitled to assign to third parties in whole or in part their contractual status, rights, or duties with regard to use of the Service hereunder, or to provide the same as security for third parties in whole or in part.

Article 19: Ownership of Research Findings

All intellectual property rights obtained by Project Operators and Project Users through use of the Service will belong to those Project Operators or Project Users.

Article 20: Reporting Use, Cooperating with Collection of Findings

1. When transmitting findings achieved through use of the Service, Project Operators and Project Users must make a clear indication that the Service was used.
2. Project Operators and Project Users shall cooperate with any work performed by the Member Institutions for the collection of information (academic papers, media coverage, external presentations, etc.) related to findings achieved through use of the Service.

Article 21: Investigations, Cooperation

1. The Member Institutions will be entitled to request that Project Operators and Project Users conduct investigations involving information collection etc. with regard to circumstances of use, states of operation, responses to failures, or improper conduct, or that they cooperate with such investigations by the Member Institutions.
2. The Member Institutions shall be entitled to request that Project Operators and Project Users install management tools for the purposes of, for example, measuring the load on or monitoring unauthorized access to the Service, and Project Operators and Project Users shall not be entitled to refuse such requests without a valid reason.
3. Project Operators and Project Users shall respond in good faith to all Member Institution requests for investigations and for cooperation.

Article 22: Handling of Data of Project Operators and Project Users

1. The ownership rights to data saved on the Service by Project Operators and Project Users shall belong to those Project Operators and Project Users, and the Member Institutions will adopt the best possible means for preservation of the data of Project Operators and Project Users during the applicable terms of use, but will not perform backups etc.
2. The Member Institutions will not be held liable for any loss or damage incurred by Project Operators or Project Users because of data loss. Project Operators and Project Users shall, each under their own responsibility and cost burden, perform necessary data backups etc. as appropriate.
3. Project Operators and Project Users shall, for the data saved by them on the Service, take information protection measures such as encryption or hashing as necessary in consideration of the circumstances of use of their Tenants.

Article 23: mdx Points

1. When using the Service, Project Operators must purchase mdx Points in accordance with the particulars of the services they use.
2. mdx Points are managed Project-by-Project and cannot be diverted to other Projects even when a Project Operator is conducting multiple Projects on the Service.
3. A number of mdx Points corresponding to service particulars including the calculated Resources used by Project Users will be subtracted from the mdx Points acquired by the relevant Project Operator, and use of the Service will be suspended when such Project Operator's mdx Points run out.
4. The number of mdx Points subtracted in accordance with service particulars and the purchase price of mdx Points shall be listed elsewhere by the Lead Institution.
5. A Project Operator shall register the Payment Administrator for purchase prices of mdx Points with the Lead Institution when applying to purchase mdx Points.
6. To use the Service, Project Operators must pay the purchase price of the required mdx Points by a prescribed deadline, through their Payment Administrators, using a method designated by the Lead Institution; provided, however, that reductions of or relief from the purchase price of mdx Points may be applied if the Lead Institution specially permits.
7. Notwithstanding the preceding paragraph, there may be cases where the Member Institutions allow use of the Service before the mdx Points purchase price is paid; provided, however, that even in such cases, there will be no relief from the consumption of mdx Points for use of the Service, and after the purchase price is paid, the Lead Institution will subtract a given quantity of mdx Points in accordance with the Service as used prior to such payment. Further, if there are insufficient mdx Points when such a subtraction is made, the relevant Project Operator shall make an immediate purchase of the shortfall of mdx Points and pay the price thereof in accordance with the preceding paragraph.

8. mdx Points shall be valid for six months from the date they are granted or until the end of the fiscal year in which they are granted, whichever is shorter. Even in the case where mdx is unusable in whole or in part because of a breakdown in mdx, natural disaster, or other unavoidable circumstance not attributable to Project Operators or Project Users, mdx Points will not be refunded and the term of validity of mdx Points will not be extended; provided, however, that when such a period of unusability is longer than 20 days, the Lead Institution shall at no charge granted new mdx Points in the same number as those consumed during such period. The period for which such points are awarded shall be determined by the Lead Institution on a case-by-case and Project-by-Project basis.
9. Once purchased, mdx Points shall not be returned because they have expired, because they are no longer needed, or for any other reason.
10. Project Operators will be entitled to make prescribed applications and acquire additional mdx Points for no longer than a period separately stipulated by the Lead Institution.

Article 24: Outsourcing

The Member Institutions will be entitled to outsource the operation and maintenance of systems related to the Service, billing services, and other operations related to provision of the Service to third parties in whole or in part, and Project Operators and Project Users shall agree to this.

Article 25: Support for Use of mdx

1. Support for use of the Service will be available from 9 am to 5 pm on weekdays, excluding Saturdays, Sundays, public holidays, non-work days specified by the Member Institutions, etc.
2. The support of the preceding paragraph shall be provided only for questions about how to use the Service, handling of failures, and billing-related matters.

Article 26: Temporary Suspension of Service

1. The Member Institutions will be entitled to temporarily suspend provision of the Service in whole or in part in any of the following cases.
 - (1) If an accident, disaster or the like has occurred or may occur, or if continuation of the Service will otherwise be difficult because of a force majeure event;
 - (2) If equipment in the Information Technology Center on the University of Tokyo Kashiwa II Campus or National Institute of Informatics(NII) Kashiwa Annex, or SINET(Science Information Network, operated by NII), has shut down or may shut down because of power outage, maintenance, failure, work, or compliance activities;
 - (3) If emergency measures against misuse, misconduct, hacking, or the like are necessary;
 - (4) If the Member Institutions' operation of mdx must be prioritized because a natural disaster or other state of emergency has arisen or may arise; or
 - (5) Where otherwise necessary for the safe and efficient operation of the Service.
2. When the Member Institutions temporarily suspend provision of the Service, they shall notify Project Representatives by a method deemed appropriate by the Lead Institution (including, without limitation, display on websites and notification by email); provided, however, that the foregoing will not apply in case of emergency.
3. Except in case of willful misconduct or gross negligence on the part of the Member Institutions, the Member Institutions will not be held liable for any loss or damage that is incurred by Project Operators, Project Users, and third parties including Tenant Service Users, because of temporary suspension of provision of the Service, regardless of the reason such loss or damage arose.

Article 27: Modification and Discontinuation of Service

1. To ensure the safe and efficient operation of the Service, the Lead Institution may modify the particulars of services available to Project Operators or Project Users.
2. The Lead Institution may discontinue the Service in whole or in part as may suit the needs or circumstances of the Member Institutions. In case of such discontinuation, the Lead Institution will notify Project Representatives by a method it deems appropriate (including, without limitation, display on websites and notification by email) at least one month prior to the expected date of the discontinuation; provided, however, that in the case where the Lead Institution Representative decides to discontinue immediately at the command or request etc. of an official organization etc., the discontinuation will occur without notice to Project Representatives.
3. Except in case of willful misconduct or gross negligence on the part of the Member Institutions, the Member Institutions will not be held liable for any loss or damage that is incurred by Project Operators, Project Users, and third parties, including Tenant Service Users, because of modification or

discontinuation of the Service, regardless of the reason such loss or damage arose.

Article 28: Protection of Personal Information etc.

The Member Institutions shall handle appropriately and in accordance with laws, regulations, and the “Data-Driven Future Society Platform System Personal Information Protection Policy”, any personal information etc. of Project Operators, Project Users, or Payment Administrators etc. that the Member Institutions acquire on the Service’s Project Application Portal, User Portal, or ancillary services.

Article 29: Confidentiality

1. Neither the Member Institutions on the one part nor Project Operators and Project Users on the other part shall disclose or divulge to third parties without valid reason any business, trade, scientific, or operational information related to the other party which comes to their knowledge through performance of User Agreements for the Service and is explicitly designated as confidential by such other party (regardless of whether such information is disclosed orally, in writing, or by electromagnetic means, and excluding public-domain information, information already lawfully held, information obtained from third parties without the imposition of a confidentiality duty, and information that can be proven with documentation to have been developed independently without relying on information learned from such other party; hereinafter, “Confidential Information”). In the case where the Member Institutions or a Project Operator or Project User have received a request for disclosure pursuant to laws and regulations, they shall be entitled to disclose Confidential Information after giving advance notice to the other party (or, when such other party is a Project Operator or Project User, to the relevant Project Representative), and shall not be held liable for any loss or damage consequently incurred by such other party (including Tenant Service Users in the case of the Member Institutions).
2. Both the Member Institutions on the one part and Project Operators and Project Users on the other part will be entitled to disclose Confidential Information to patent agents, attorneys, and other outside experts bound by professional confidentiality duties, to the extent necessary for the purposes of these Terms.

Article 30: Publicity Activities, Announcement of mdx-Derived Findings

1. Notwithstanding the preceding article, Project Operators agree that their names and Project overviews, and bibliographic information etc. that the Member Institutions have investigated and formally recognized as findings of research for which mdx was used, will be announced publicly for mdx publicity activities and findings announcements conducted by the Member Institutions; provided, however, that in the case where a Project Operator has explicitly notified the Member Institutions in writing or by email that it does not agree to such public announcement, the name and research findings of the Project Operator that gave such notification will not be publicly announced in mdx publicity activities and findings announcements conducted after such notification. Even in such cases, the Member Institutions will not be obligated to delete or remove such Project Operator’s name or research findings from any mdx publicity activities or findings announcements which were conducted before the notification reached the Member Institutions, or for which, at such notification arrival time, the preparation of materials etc. is already underway though the announcement is not yet made.
2. The Member Institutions will be entitled to request that Project Operators and Project Users cooperate with the public announcement of the findings of research for which mdx was used, for the purposes of mdx publicity activities and findings announcements.

Article 31: Duty to Cooperate with Export Controls

When using the Service, Project Operators and Project Users shall give the cooperation (including, without limitation, provision of necessary information and materials) that is necessary to ensure the Member Institutions’ compliance with the Forex Act, the Export Trade Control Order, the Foreign Exchange Order, and other Japanese export regulations.

Article 32: Non-Guarantee, Disclaimers

1. The Member Institutions make no explicit or implicit guarantee that the Service will have no defects (including, without limitation, security vulnerabilities, other such flaws, bugs, errors, and rights infringements) or experience no failures, or as to the Service’s performance, safety, reliability, accuracy, completeness, effectiveness, or suitability for specific purposes. Further, the Member Institutions will not be obligated to remove such defects etc.
2. The Member Institutions will not be held liable for any loss or damage that is incurred by third parties including Project Operators, Project Users, or Tenant Service Users for any of the following reasons, or for any other such loss or damage connected with the Service:

- (1) Outflow, improper acquisition, damage, or loss of data etc. saved on Tenants;
- (2) Impact of version upgrades to software provided by the Service or to operating systems etc. on the operation etc. of Tenant Services or other such content etc.;
- (3) Suspension of the Service due to system maintenance, security incidents, or other operational reasons;
- (4) Problems arising, in connection with Project Operators' or Project Users' use of the Service, between Tenant Service Users and those Project Operators or Project Users; and
- (5) Problems arising, in connection with Project Operators' or Project Users' use of the Service, between third parties and those Project Operators or Project Users.

Article 33: Loss or Damages

1. Project Operators shall operate Tenant Services under their own responsibility and cost burden, the Member Institutions shall not involve themselves with Tenant Services, and Project Operators shall ensure that Tenant Service Users agree to this. In the case where the Member Institutions have been the subject of a claim for loss or damages etc. from a Tenant Service User or third party in connection with a Tenant Service, the Project Operator providing such Tenant Service shall handle the matter under its own responsibility and cost burden, and the Project Operator operating such Tenant Service shall indemnify the Member Institutions against any loss or damage (including attorney fees etc.) they may suffer in consequence of such Tenant Service.
2. The scope of loss or damages in cases where the Member Institutions are obligated to indemnify Project Operators or Project Users against loss or damage in connection with the Service shall include ordinary damages and reasonable attorney fees but exclude special damages and lost profits, and the maximum amount of such damages shall be the purchase price of mdx Points paid by such Project Operators (meaning, in case of a Project User, the Project Operator to which such Project User is subordinate) over the immediately preceding one-year period.

Article 34: Relationship between Terms etc. and Other Laws and Regulations

1. In cases where the Consumer Contract Act is applicable to use of the Service, matters set forth in the Terms etc. as exempting the Member Institutions shall be read as exempting the Member Institutions except in cases attributable thereto. Further, the provisions of Paragraph 1 of the preceding article shall not apply to loss or damage arising because of willful misconduct or gross negligence on the part of the Member Institutions.
2. In the case where, other than as in the preceding paragraph, any provision of the Terms etc. is held to be in violation of laws and regulations applicable to agreements between a Project Operator and the Lead Institution with regard to the Service (including, without limitation, the Consumer Contract Act), such provision shall, to the extent of the violation, not be applied to agreements with such Project Operator; provided, however, that the validity of other provisions of the Terms etc. will not be affected in such cases.

Article 35: Exclusion of Antisocial Forces

1. Project Operators (including officers conducting operations, directors, executives, board members, deans, and other comparable natural persons; hereinafter the same in this article) and Project Users represent and warrant that they do not now and will not ever fall under any of the following items ("Antisocial Forces etc."):
 - (1) Antisocial forces;
 - (2) Groups in whose management antisocial forces can be considered to be substantively involved;
 - (3) Groups that can be considered to be making use of the power of antisocial forces, for such purposes as securing illicit gains for themselves, their companies, or third parties, or causing loss or damage to third parties;
 - (4) Groups that can be considered to be involved with antisocial forces, such as by providing funds etc. or granting conveniences thereto; and
 - (5) Groups that otherwise have socially condemnable relationships with antisocial forces.
2. Project Operators and Project Users represent and warrant that they do not now and will not ever make use of Antisocial Forces etc., have involvement with Antisocial Forces etc. such as by providing funds or granting conveniences thereto, or have socially condemnable relationships with Antisocial Forces etc.
3. Project Operators and Project Users represent and warrant that they will not engage directly or through third parties in any of the following conduct:
 - (1) Making violent demands;
 - (2) Making improper demands in excess of legal liability;

- (3) Using threatening language or conduct or violence in connection with a transaction; and
 - (4) Spreading false rumors or using fraudulent means or force to defame the reputation or obstruct the business of Member Institutions, other Project Operators, Project Users, and third parties including Tenant Service Users.
4. The Lead Institution will be entitled to terminate User Agreements for the Service immediately and without warning if a Project Operator or Project User has breached any of the preceding three paragraphs. Further, in such cases, there will be no indemnification against any loss or damage incurred by third parties, including Project Operators, Project Users, and Tenant Service Users.

Article 36: Revision etc. of Terms

1. The Steering Committee will be entitled to revise these Terms in accordance with the provisions of Article 548-4, Paragraph 1 of the Civil Code. In such cases, the Steering Committee will determine the effective date of the revised terms and, prior to such effective date, will publish the revised terms on a website or inform Project Operators and Project Users of the same by a method it deems suitable.
2. When these Terms are revised in accordance with the preceding paragraph, the Terms as revised shall apply to already-executed User Agreements except where specifically provided otherwise herein.

Article 37: Agreement on Governing Law, Litigation

1. These Terms shall be governed by and construed in accordance with the laws of Japan.
2. The Tokyo District Court shall be the exclusive court of first instance for all litigation regarding these Terms and mdx User Agreements hereunder.
3. In accordance with the aims of Article 3, Paragraph 2 hereof, Project Operators and Project Users shall, as a rule, make the Lead Institution the counterparty of any litigation regarding mdx User Agreements.

Article 38: Consultation

Project Operators and the Lead Institution shall consult in good faith regarding any uncertainties which may arise regarding these Terms or User Agreements and any matters not provided for herein.

Article 39: Miscellaneous

1. When provisions must be made concerning matters not provided for herein, the Steering Committee shall deliberate and the Lead Institution Representative thereupon shall make the provisions.
2. All matters other than those provided herein which are necessary for the implementation hereof will be set forth separately.

Supplementary Provisions

These Terms come into effect on September 8, 2021.

Supplementary Provisions (Partial Revision)

These Terms come into effect on January 1, 2023.

These Terms come into effect on May 11, 2023.

ATTENTION

*The sole and only governing language of these Terms shall be Japanese. This English translation hereof is made for reference purpose. Only Japanese version shall be regarded as original and have the effect of a contract.