

## **Terms and Conditions for Commissioned Analysis using Microfocus X-ray CT System**

### **Article 1 (Purpose)**

Japan Agency for Marine-Earth Science and Technology (hereinafter referred to as "JAMSTEC") shall, based on the application details of a person or entity who has entered into a contract in accordance with these Terms and Conditions (hereinafter referred to as the "Client" and the "Commissioned Analysis Contract", respectively), conduct analysis, measurement, and data processing using the Microfocus X-ray CT system owned by JAMSTEC on the samples submitted by the Client for analysis (hereinafter referred to as "Analysis Samples"), and provide the results thereof (hereinafter referred to as "Commissioned Analysis").

### **Article 2 (Amendment of Terms and Conditions)**

1. JAMSTEC may amend these Terms and Conditions. In the event of such amendment, if there is a Commissioned Analysis Contract already executed, the contract shall be governed by the Terms and Conditions in effect on the date of execution of the Commissioned Analysis Contract as stipulated in Article 3, unless JAMSTEC and the Client individually agree to the amended Terms and Conditions.
2. Notwithstanding the provisions of the preceding paragraph, JAMSTEC may amend the Terms and Conditions without obtaining individual consent from the Client if the amendment falls under any of the following items and JAMSTEC provides prior notice via the Internet or other means regarding the intent to amend, the contents of the amended Terms and Conditions, and the effective date:
  - (1) When the amendment conforms to the general interests of the Client.
  - (2) When the amendment is not contrary to the purpose of the Commissioned Analysis Contract and is reasonable considering the necessity of the amendment, the appropriateness of the amended contents, and other circumstances pertaining to the amendment.

### **Article 3 (Order for Commissioned Analysis and Conclusion of Contract)**

1. An order for Commissioned Analysis shall be placed by the applicant filling in the necessary information in the analysis application form and order form prescribed by JAMSTEC and submitting them to JAMSTEC.
2. The Commissioned Analysis Contract shall be concluded when JAMSTEC notifies the applicant of its acceptance of the order set forth in the preceding paragraph by issuing an order confirmation prescribed by JAMSTEC.

3. The date of execution of the Commissioned Analysis Contract shall be the date of issuance of the order confirmation set forth in the preceding paragraph.
4. JAMSTEC may refuse to accept an order for Commissioned Analysis in any of the following cases:
  - (1) When JAMSTEC determines that there is a false statement in the analysis application form.
  - (2) When the applicant has previously violated a Commissioned Analysis Contract concluded with JAMSTEC.
  - (3) When JAMSTEC determines that there is a risk that the applicant may neglect its obligations under the Commissioned Analysis Contract.
  - (4) When JAMSTEC determines that there are significant operational or technical difficulties in conducting the Commissioned Analysis.
  - (5) When JAMSTEC determines that acceptance of the order conflicts with, or is likely to conflict with, the laws and regulations related to the security export control of Japan, or JAMSTEC's internal regulations concerning economic security and research integrity.
  - (6) In any other cases where JAMSTEC determines that it is inappropriate to accept the application for use.

#### **Article 4 (Handling of Analysis Samples)**

1. The Client warrants that the samples submitted for analysis do not conflict with the laws of Japan, the laws of the Client's home country, the Convention on Biological Diversity and other international treaties, industry regulations, and any other relevant laws and regulations.
2. If the samples contain dangerous goods, toxic substances, biohazardous materials, radioactive materials, or any other substances regulated by law, the Client must notify JAMSTEC of such contents in advance. In addition, the Client warrants that the samples do not contain any such dangerous goods, etc., other than those notified.
3. JAMSTEC shall not be liable for any damage, loss, or other accidents that occur during the transportation of the samples. The Client acknowledges in advance that part or all of the samples may be destroyed, altered, or lost during the course of the Commissioned Analysis.
4. The ownership of the samples shall belong to the Client. In principle, JAMSTEC shall return the samples to the Client after the completion of the analysis, and the shipping costs shall be borne by the Client. Furthermore, if JAMSTEC disposes of the samples due to the Client's circumstances, etc., the costs required for such disposal shall be

borne by the Client.

5. The Client warrants that the samples do not infringe upon the intellectual property rights or any other rights of third parties. In the event of a dispute with a third party regarding the samples, the Client shall resolve it at its own responsibility and expense, and JAMSTEC shall bear no responsibility whatsoever.
6. If any damage is caused to JAMSTEC or a third party due to the samples, the Client shall compensate for such damage at its own responsibility and expense.

#### **Article 5 (Payment of Fees)**

1. The fee for the Commissioned Analysis (hereinafter referred to as the "Fee") shall be the amount equivalent to the sum of the unit price of 8,742 yen per Analysis Sample multiplied by the actual quantity of completed Commissioned Analysis, plus 30% for general administrative expenses, and the applicable consumption tax and local consumption tax; provided, however, that if the Client is a non-resident and the export exemption provisions under the Consumption Tax Act of Japan apply to the Commissioned Analysis, the amount equivalent to the consumption taxes shall be exempted.
2. JAMSTEC may, depending on the conditions of the Commissioned Analysis applied for by the Client or the state of the samples, decide not to use the unit price stipulated in the preceding paragraph upon consultation with the Client.
3. JAMSTEC shall send the completed analysis results and a completion report to the Client by the deadline for performance specified in the order form.
4. JAMSTEC shall calculate the Fee stipulated in Paragraph 1 based on the analysis results stated in the completion report set forth in the preceding paragraph and issue an invoice to the Client. The Client shall pay the Fee to JAMSTEC based on the said invoice.
5. The Client shall pay the amount of the invoice received by the end of the current month by the end of the following month via bank transfer. Any and all bank transfer fees, including intermediary bank charges and wire fees, shall be borne by the Client, and the full amount of the invoiced Fee must be received by JAMSTEC.
6. The total amount of consumption tax and local consumption tax set forth in Paragraph 1 shall be based on the Consumption Tax Act (Act No. 108 of 1988) and other laws and regulations applicable at the time the invoice is issued.
7. In calculating the Fee, if a fraction of less than one yen occurs, JAMSTEC shall round it down and state it on the invoice.
8. If the Client fails to pay the fee by the due date due to reasons attributable to the

Client, JAMSTEC may charge the Client interest for delay at the statutory interest rate stipulated in Articles 404 and 419 of the Civil Code (Act No. 89 of 1896) according to the number of days from the day following the payment due date to the date of payment.

9. In calculating the interest for delay stipulated in the preceding paragraph, if the amount is less than 1,000 yen, JAMSTEC shall not charge the interest for delay notwithstanding the provisions of the preceding paragraph, and if there is a fraction of less than 100 yen in the amount, JAMSTEC shall round it down.
10. The method of payment of the interest for delay stipulated in Paragraph 8 shall be instructed individually by JAMSTEC to the Client, and the bank transfer fees related to such payment shall be borne by the Client.

#### **Article 6 (No Warranty)**

1. Except as otherwise provided in these Terms and Conditions, JAMSTEC makes no warranty whatsoever regarding the provision of the results of the Commissioned Analysis with respect to the following items:
  - (1) Matters concerning the quality of the analysis results.
  - (2) Matters concerning the fitness of the analysis results for a particular purpose.
2. The Client shall acknowledge the following items:
  - (1) Depending on the usage status of JAMSTEC's equipment, the difficulty of analysis, and other circumstances, the Commissioned Analysis for the quantity desired by the Client may not be completed within the initially scheduled period.
  - (2) Due to the characteristics of the analysis equipment, sample conditions, measurement conditions, image reconstruction conditions, and other factors, the analysis results may contain certain errors or fluctuations.
  - (3) Even for the same sample, different results may be obtained due to differences in measurement conditions, equipment, analysis methods, and other conditions.

#### **Article 7 (Attribution of Rights)**

1. Intellectual property rights relating to the results, etc. of the Commissioned Analysis shall be as follows:
  - (1) The data of the Commissioned Analysis results provided by JAMSTEC to the Client shall belong to the Client.
  - (2) Any achievements, inventions, utility models, designs, copyrighted works, and all other intellectual property rights obtained by the Client using the data set forth in the preceding item shall belong to the Client.

- (3) Intellectual property rights relating to analysis methods, software, analysis algorithms, and other related technologies independently developed by JAMSTEC in the course of conducting the Commissioned Analysis shall belong to JAMSTEC.
2. Notwithstanding the provisions of the preceding paragraph, if a separate contract is concluded between JAMSTEC and the Client for the implementation of joint research, etc., the contract for such joint research, etc. shall prevail.

#### **Article 8 (Changes to Stated Items in the Order Form, etc.)**

1. If any of the following changes occur to the contents of the analysis application form and order form stipulated in Article 3 on or after the date of execution of the Commissioned Analysis Contract, the Client shall promptly notify JAMSTEC:
  - (1) Change in the corporate name or the name of the user department due to a merger, etc. of the Client corporation.
  - (2) Succession to a new corporation due to a company split or business transfer of the Client corporation.
2. Upon receiving notice of the changes, if the identity of the Client or the continuity of the business is recognized, JAMSTEC shall notify its acceptance of the changes by a method prescribed by JAMSTEC.
3. In the event of changing the type of Analysis Sample, if the Fee stipulated in Article 5, Paragraph 1 cannot be applied to the analysis after the change, a new application for use or contract procedure shall be undertaken.

#### **Article 9 (Publication of Results)**

1. When the Client intends to publish the results obtained based on the Commissioned Analysis Contract in academic papers, presentations, or by other similar methods, the Client shall endeavor to state that such results are based on the Commissioned Analysis by JAMSTEC. In addition, the Client shall promptly notify JAMSTEC after the publication.
2. When the Client intends to obtain patent rights by utilizing the results obtained based on the Commissioned Analysis Contract, the Client shall endeavor to state in the application, etc. that such results are based on the Commissioned Analysis by JAMSTEC. In addition, the Client shall notify JAMSTEC at least one month prior to the filing of the application.
3. JAMSTEC may describe and publish the papers, academic presentations, press releases, and other similar materials, as well as patents (limited to those that have been published) notified pursuant to the preceding two paragraphs, and the corporate

name of the Client, in materials, reports, and other similar documents prepared by JAMSTEC. In making such descriptions, the Client agrees that JAMSTEC may do so without obtaining the prior consent of the Client.

#### **Article 10 (Prohibition of Assignment)**

Except in the cases stipulated in Article 8, Paragraph 1, the Client may not assign, provide as collateral, or otherwise transfer its status or rights under the Commissioned Analysis Contract to a third party, or have a third party assume its status or obligations under the Commissioned Analysis Contract.

#### **Article 11 (Term of Contract)**

1. The term of the Commissioned Analysis Contract shall be from the date of execution of the Commissioned Analysis Contract to the deadline for performance stated in the order form.
2. The deadline for performance set forth in the preceding paragraph shall not exceed the last day of the fiscal year to which the date of execution of the Commissioned Analysis Contract belongs.

#### **Article 12 (Cancellation during the Term)**

1. If the Client wishes to cancel the Commissioned Analysis Contract during its term, the Client shall apply to JAMSTEC in writing at least one month prior to the desired date of cancellation.
2. The cancellation of the Commissioned Analysis Contract shall be effected upon JAMSTEC notifying the Client of its acceptance of the cancellation application set forth in the preceding paragraph by a method prescribed by JAMSTEC.
3. If there is any Commissioned Analysis partially completed prior to the cancellation of the Commissioned Analysis Contract, the provisions of Article 5 shall apply mutatis mutandis, and JAMSTEC shall send the Client the analysis results, a completion report, and an invoice for the completed portion. The Client shall pay the Fee to JAMSTEC based on the said invoice.

#### **Article 13 (Exemption from Liability)**

JAMSTEC shall not be liable for any damages incurred by the Client or a third party in relation to the Commissioned Analysis results or the Commissioned Analysis, except as otherwise provided in these Terms and Conditions or in cases caused by JAMSTEC's intent or gross negligence.

#### **Article 14 (Exclusion of Anti-Social Forces)**

1. JAMSTEC may cancel all or part of the Commissioned Analysis Contract without prior notice if it is found that the Client falls under any of the following items or has fallen under any of them in the past:
  - (1) Being an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a company associated with an organized crime group, a corporate extortionist (sokaiya), a group engaging in criminal activities under the pretext of conducting social campaigns, or any other equivalent anti-social force (hereinafter collectively referred to as "Anti-Social Forces").
  - (2) Any officer of the Client or any person who substantially controls the management of the Client is an Anti-Social Force.
  - (3) The parent company or a subsidiary of the Client falls under any of the preceding two items.
  - (4) Utilizing Anti-Social Forces for the purpose of seeking wrongful gain for the Client or a third party, or for the purpose of inflicting damage on a third party.
  - (5) Providing funds, etc., or extending favors to Anti-Social Forces.
  - (6) Having a socially condemnable relationship with Anti-Social Forces.
2. JAMSTEC may cancel all or part of the Commissioned Analysis Contract without prior notice if the Client engages in any of the following acts against JAMSTEC:
  - (1) Using threatening language or engaging in violent acts.
  - (2) Damaging the honor or credibility of JAMSTEC.
  - (3) Obstructing the business of JAMSTEC by using fraudulent means or force.
  - (4) Causing a third party to commit any of the acts in the preceding three items.
3. In the event JAMSTEC cancels all or part of the Commissioned Analysis Contract pursuant to Paragraphs 1 and 2, JAMSTEC shall not be liable for any damages incurred by the Client.
4. In the event JAMSTEC cancels all or part of the Commissioned Analysis Contract pursuant to Paragraphs 1 and 2, JAMSTEC may claim compensation from the Client for any damage incurred by JAMSTEC.

#### **Article 15 (Cancellation of Contract)**

1. In addition to the cases stipulated in the preceding Article, JAMSTEC may cancel the Commissioned Analysis Contract without prior notice if the Client falls under any of the following items:
  - (1) If it is found after the execution of the Commissioned Analysis Contract that the

Client falls under any of Article 3, Paragraph 4, Items 1 through 3.

- (2) If the Client is subject to a petition for attachment, provisional attachment, provisional disposition, delinquent tax disposition, public auction, or compulsory execution from a third party.
  - (3) If a petition for bankruptcy proceedings, special liquidation proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, etc., is filed, or a resolution for dissolution is passed.
  - (4) If a bill or check drawn by the Client is dishonored, or if the Client has its transactions suspended by a financial institution.
  - (5) When JAMSTEC determines that conducting the Commissioned Analysis is impossible or extremely difficult due to the condition, characteristics, quantity, or other factors of the Analysis Sample.
2. In the event JAMSTEC cancels the Commissioned Analysis Contract pursuant to the preceding paragraph, JAMSTEC shall not be liable for any damage incurred by the Client. However, this shall not apply if such damage is caused by JAMSTEC's intent or gross negligence.
3. In the event JAMSTEC cancels the Commissioned Analysis Contract pursuant to the provisions of Paragraph 1, Items 1 through 4 and JAMSTEC suffers damage, JAMSTEC may claim compensation from the Client for such damage.
4. In the event JAMSTEC cancels the Commissioned Analysis Contract pursuant to the provision of Paragraph 1, Item 5, the Client shall not be entitled to claim liquidated damages or any other monetary payment from JAMSTEC on the grounds of such cancellation.
5. In the case of the preceding paragraph, JAMSTEC may claim from the Client the actual expenses incurred for the implementation of the Commissioned Analysis up to the time of cancellation. Such actual expenses shall include expenses required for preparation of analysis, trial measurement, storage and return of samples, and other expenses incidental thereto.
6. If either JAMSTEC or the Client violates the Commissioned Analysis Contract (excluding the cases stipulated in the preceding Article and Paragraph 1), and if the violating party (hereinafter referred to as the "Violating Party") fails to rectify the violation within 30 days from the date of receiving a written demand from the other party (hereinafter referred to as the "Demanding Party"), the Demanding Party may immediately cancel the Commissioned Analysis Contract.
7. If the Demanding Party incurs any damages in connection with the cancellation stipulated in the preceding paragraph, the Demanding Party may claim compensation

for such damages from the Violating Party.

**Article 16 (Handling of Confidential Information)**

The handling of confidential information shall be governed by the "Special Agreement on Confidentiality" in Exhibit 1.

**Article 17 (Handling of Personal Information)**

The handling of personal information shall be governed by the "Special Agreement on Personal Information Protection" in Exhibit 2.

**Article 18 (Force Majeure)**

Neither JAMSTEC nor the Client shall bear any liability to the other party for any delay or impossibility in the performance of the Commissioned Analysis Contract caused by natural disasters, wars, riots, or other events beyond their reasonable control.

**Article 19 (Survival Clause)**

1. Notwithstanding the provisions of Article 11, the provisions of Articles 7, 13, and 15, Paragraphs 2 through 5 and Paragraph 7 shall remain in full force and effect even after the termination of the Commissioned Analysis Contract.
2. Notwithstanding the provisions of Article 11, the provisions of Article 9 shall remain in effect for five (5) years after the termination of the Commissioned Analysis Contract.
3. Notwithstanding the provisions of Article 11, the provisions of Article 16 shall remain in effect for the period stipulated in Article 10 of the "Special Agreement on Confidentiality" in Exhibit 1.

**Article 20 (Severability)**

If any provision or part of a provision of these Terms and Conditions is held invalid or unenforceable under the laws of Japan, the remaining provisions of these Terms and Conditions or the remaining portions of the provision held invalid or unenforceable shall continue in full force and effect.

**Article 21 (Governing Law and Court of Jurisdiction)**

These Terms and Conditions and the Commissioned Analysis Contract shall be governed by and construed in accordance with the laws of Japan. For all litigation arising in connection with the Commissioned Analysis Contract, the Tokyo District Court or the

Tokyo Summary Court shall be the exclusive court of jurisdiction in the first instance.

**Article 22 (Consultation)**

Any matters not stipulated in these Terms and Conditions, or any doubts arising with respect to the interpretation of these Terms and Conditions and the performance of the Commissioned Analysis Contract, shall be resolved through good faith consultation between JAMSTEC and the Client in accordance with the principle of trust and good faith.

## **Exhibit 1**

### **Special Agreement on Confidentiality**

With respect to the handling of the confidentiality of information disclosed mutually between JAMSTEC and the Client under the Commissioned Analysis Contract, this Special Agreement shall apply.

#### **Article 1 (Definitions)**

1. Unless otherwise provided in this Special Agreement, the definitions of terms used herein shall be as defined in the Terms and Conditions for Commissioned Analysis using Microfocus X-ray CT System (hereinafter referred to as the "Terms and Conditions").
2. In this Special Agreement, the "Party" or "Parties" refers to JAMSTEC and/or the Client, who are the parties to the Commissioned Analysis Contract.

#### **Article 2 (Confidential Information)**

1. In this Special Agreement, "Confidential Information" means any technical information, business information, and all other information disclosed by one Party (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") under the Commissioned Analysis Contract, regardless of the media or means (written document, product sample, drawing, communication via dedicated line, printed matter, magneto-optical disk, ROM, other visual methods, or oral), which falls under any of the following items:
  - (1) Information where the medium accompanying the disclosure bears an indication showing that it is confidential, such as "Confidential," "Secret," or other similar designations.
  - (2) Information of a disclosure mode where the indication set forth in the preceding item is physically impossible due to visual methods or oral disclosure, provided that the Disclosing Party notifies the Receiving Party at the time of disclosure that the information is confidential, and discloses it again in writing, etc., bearing the indication set forth in the preceding item within 30 days after the disclosure.
2. If Confidential Information falls under any of the following items, it shall be excluded from the scope of the preceding paragraph:
  - (1) Information that was already publicly known at the time of receipt of disclosure.
  - (2) Information that became publicly known after receipt of disclosure without fault on the part of the Receiving Party.

- (3) Information that the Receiving Party already lawfully possessed at the time of receipt of disclosure.
- (4) Information that the Receiving Party rightfully obtained from a third party having legitimate authority without being imposed any confidentiality obligation.
- (5) Information independently created by the Receiving Party without using the disclosed information.

### **Article 3 (Confidentiality)**

- 1. The Receiving Party shall maintain Confidential Information in strict confidence and shall not disclose or leak it to any third party without the prior written consent of the Disclosing Party.
- 2. Notwithstanding the provisions of the preceding paragraph, the Receiving Party may disclose Confidential Information to the extent necessary for the performance of the Commissioned Analysis Contract to its officers and employees, as well as to lawyers, certified public accountants, tax accountants, and other professional advisors retained by the Receiving Party in connection with the Commissioned Analysis Contract (hereinafter collectively referred to as "Officers, etc.").
- 3. When the Officers, etc. receiving disclosure of Confidential Information pursuant to the preceding paragraph are not legally obligated to maintain confidentiality, the Receiving Party shall impose on such Officers, etc. confidentiality obligations equivalent to those stipulated in this Special Agreement and shall ensure their compliance with such obligations.
- 4. If there is a breach of obligation by the Officers, etc. upon whom the confidentiality obligation set forth in the preceding paragraph is imposed, such breach shall be treated as a breach of obligation by the Receiving Party, and the Receiving Party shall bear direct responsibility to the Disclosing Party.
- 5. If the Receiving Party is obligated to disclose Confidential Information by law, or if the Receiving Party receives a request for disclosure from a competent authority, court, or other public body based on laws and regulations, or from a financial instruments exchange or other institution or person having authority to regulate the Receiving Party based on rules, the Receiving Party may, notwithstanding the provisions of Paragraph 1, disclose the Confidential Information to the necessary and appropriate extent. In such case, the Receiving Party shall endeavor to provide the Disclosing Party with a reasonable opportunity to take measures to protect confidentiality (including consultation on the scope of disclosure).
- 6. The prior written consent of the Disclosing Party set forth in Paragraph 1 shall be

obtained by the Receiving Party stating the necessary matters on the disclosure application form prescribed by JAMSTEC and submitting it to the Disclosing Party, and shall be answered by the submission of the disclosure consent form prescribed by JAMSTEC.

#### **Article 4 (Prohibition of Use for Other Purposes)**

The Receiving Party shall use the Confidential Information disclosed by the Disclosing Party only within the scope of the purpose of the Commissioned Analysis Contract, and shall not use it for any other purpose. Furthermore, the Receiving Party shall not use it at all after the termination of the Commissioned Analysis Contract.

#### **Article 5 (Reproduction)**

1. The Receiving Party may reproduce Confidential Information (including recording on documents, electromagnetic recording media, optical recording media, films, and other recording media) to the extent necessary for the performance of the Commissioned Analysis Contract.
2. The information resulting from the reproduction set forth in the preceding paragraph shall be treated as Confidential Information.

#### **Article 6 (Intellectual Property Rights)**

If the Receiving Party creates an invention, utility model, design, or other creation (hereinafter referred to as "Invention, etc.") based on the Confidential Information disclosed by the Disclosing Party, it shall promptly notify the Disclosing Party to that effect, and the Parties shall consult regarding the attribution and handling of the Invention, etc.

#### **Article 7 (Destruction or Return)**

1. Upon request from the Disclosing Party or upon termination of the Commissioned Analysis Contract, the Receiving Party shall promptly return, destroy, or delete any documents, electromagnetic recording media, and other media (including copies) on which Confidential Information is recorded, in accordance with the instructions of the Disclosing Party, at the expense of the Receiving Party.
2. The destruction or deletion set forth in the preceding paragraph shall be carried out in a manner such that the Confidential Information cannot be reused or restored.
3. With respect to the return, destruction, or deletion by the Receiving Party set forth in the preceding two paragraphs, if requested by the Disclosing Party, the Receiving Party shall promptly submit to the Disclosing Party a document certifying that such

return, destruction, or deletion has been performed.

#### **Article 8 (Damages)**

A Party who has breached this Special Agreement shall compensate the other Party for any damages (including reasonable attorney's fees and other actual expenses) incurred by such other Party arising from or in connection with such breach.

#### **Article 9 (Injunction)**

If one Party breaches or is likely to breach this Special Agreement, the other Party may file a petition for an injunction against it or a provisional disposition order establishing a provisional status pertaining to such injunction.

#### **Article 10 (Term of Validity)**

1. The term of validity of this Special Agreement shall be the contract period of the Commissioned Analysis Contract stipulated in Article 11 of the Terms and Conditions.
2. Notwithstanding the provisions of the preceding paragraph, the provisions of Article 3 of this Special Agreement shall remain valid for five (5) years after the termination of the Commissioned Analysis Contract.
3. Notwithstanding the provisions of the preceding two paragraphs, the provisions of Articles 6, 7, 8, and 9 of this Special Agreement shall remain in full force and effect even after the termination of the Commissioned Analysis Contract.

## **Exhibit 2**

### **Special Agreement on Personal Information Protection**

With respect to the handling of information capable of identifying a specific individual (hereinafter referred to as "Personal Information") in the Commissioned Analysis Contract, this Special Agreement shall apply.

#### **Article 1 (Definitions)**

Unless otherwise provided in this Special Agreement, the definitions of terms used herein shall be as defined in the Terms and Conditions for Commissioned Analysis using Microfocus X-ray CT System (hereinafter referred to as the "Terms and Conditions").

#### **Article 2 (Contents of Personal Information)**

In this Special Agreement, "Personal Information" shall include the name, date of birth, age, affiliation, job title, address, telephone number, fax number, and email address of persons related to the Commissioned Analysis Contract.

#### **Article 3 (Purpose of Use and Provision of Personal Information)**

1. JAMSTEC and the Client shall use the Personal Information provided by the other party only within the scope of the purpose of the Commissioned Analysis Contract, and each party may provide the Personal Information it possesses only to the other party within the scope of the purpose of the Commissioned Analysis Contract.
2. JAMSTEC and the Client shall not provide the Personal Information they possess to the other party for any purpose other than that stipulated in the preceding paragraph.
3. Unless instructed by the other party, neither party shall use or process the provided Personal Information for any purpose other than the Commissioned Analysis Contract, nor provide it to a third party without the prior written consent of the other party.
4. The prior written consent of the other party set forth in the preceding paragraph shall be obtained by stating the necessary matters on the provision application form prescribed by JAMSTEC and submitting it to the other party, and shall be answered by the submission of the provision consent form prescribed by JAMSTEC.
5. When acquiring Personal Information from persons related to the performance of the Commissioned Analysis Contract, JAMSTEC and the Client must explicitly state to the principal in advance that the Personal Information will be used for the performance of the Commissioned Analysis Contract and that the Personal

Information may be provided from JAMSTEC or the Client to the other party for the performance of the Commissioned Analysis Contract.

**Article 4 (Period of Provision of Personal Information)**

JAMSTEC and the Client may provide the Personal Information they possess to the other party based on Article 3, Paragraph 1 of this Special Agreement only during the contract period of the Commissioned Analysis Contract stipulated in Article 11 of the Terms and Conditions and the survival clause period stipulated in Article 19, Paragraph 2 of the Terms and Conditions.

**Article 5 (Methods of Transfer, Management and Handling of Personal Information, etc.)**

1. When JAMSTEC and the Client provide Personal Information to the other party, it shall be done in writing or by electronic data.
2. JAMSTEC and the Client shall strictly manage and handle the Personal Information provided by the other party under this Special Agreement in accordance with the respective laws and regulations concerning the protection of personal information applicable to JAMSTEC and the Client, and the respective rules concerning the management of personal information protection established by JAMSTEC and the Client, in order to prevent loss, destruction, falsification, damage, leakage, and other accidents.

**Article 6 (Restrictions or Conditions on Entrustment)**

1. JAMSTEC and the Client shall independently manage and process the provided Personal Information based on this Special Agreement, and shall not entrust all or part of the management and processing of the provided Personal Information to a third party without the prior written consent of the other party.
2. The prior written consent of the other party set forth in the preceding paragraph shall be obtained by stating the necessary matters on the application form for entrustment of personal information prescribed by JAMSTEC and submitting it to the other party, and shall be answered by the submission of the consent form for entrustment of personal information prescribed by JAMSTEC.

**Article 7 (Restrictions on Reproduction, etc. of Personal Information)**

1. JAMSTEC and the Client shall not duplicate or copy materials, etc. recording the Personal Information provided by the other party (including electromagnetic records such as CD-ROMs) more than necessary beyond the scope of the purpose of the

Commissioned Analysis Contract. When it is necessary to duplicate or copy materials, etc. recording Personal Information, the scope, quantity, etc., thereof must be notified to the other party in advance and consent must be obtained from the other party.

2. The prior written consent of the other party set forth in the preceding paragraph shall be obtained by stating the necessary matters on the application form for reproduction of personal information prescribed by JAMSTEC and submitting it to the other party, and shall be answered by the submission of the consent form for reproduction of personal information prescribed by JAMSTEC.

#### **Article 8 (Response to the Occurrence of Accidents such as Leakage of Personal Information)**

When JAMSTEC and the Client become aware that an accident such as loss, destruction, falsification, damage, or leakage has occurred or is likely to occur with respect to the provided Personal Information, they must immediately report it to the other party. In addition, the measures necessary to minimize the damage caused by such accident shall be taken at the responsibility and expense of the party that possessed the Personal Information involved in such accident (hereinafter referred to as the "Accident-Causing Party").

#### **Article 9 (Burden of Expenses, etc. upon the Occurrence of Accidents such as Leakage of Personal Information)**

If an accident such as loss, destruction, falsification, damage, or leakage of Personal Information occurs due to reasons attributable to the Accident-Causing Party, and the Accident-Causing Party receives a claim from a third party or a dispute arises with a third party, the Accident-Causing Party shall address the situation at its own responsibility and expense based on the instructions of the other party. In this case, if the other party suffers direct or indirect damage, the Accident-Causing Party must compensate the other party for such damage.

#### **Article 10 (Measures in Case of Violation)**

When it becomes apparent based on objective and reasonable grounds that the handling of Personal Information by the other party is not being complied with, JAMSTEC and the Client may suspend the provision of Personal Information to the other party, request the suspension of use, return, destruction, or deletion of Personal Information already provided to the other party, and may cancel the Commissioned Analysis Contract without prior notice.

**Article 11 (Measures at the End of the Provision Period)**

1. JAMSTEC and the Client shall, after the end of the period stipulated in Article 4 of this Special Agreement, promptly return, destroy, or delete the Personal Information provided by the other party, and report to that effect in writing to the other party.
2. The written report to the other party set forth in the preceding paragraph shall be submitted to the other party by stating the necessary matters on the report at the end of the provision period prescribed by JAMSTEC.