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Model Agreement VER2.0 Term Sheet
(for Proof of Concept Agreement (PoC) (Artificial Intelligence))

Creation date: year, month, day

Submitted by: _____

Parties	Company X (party A)
	Company Y (party B)
Purpose	Verification of whether or not the following target technologies can be introduced and applied to the target applications. Target technology: AI technology by Party A Applicable products: Joint research and development of a trained model and a linked system for use in a monitoring camera system in nursing care facilities
Consignment of Business	Party B outsources the following operations to Party A ・ Technical verification specified for the purpose above (“this verification”) ・ Specific work contents are described in the attached sheet.
Deliverables	Report (due date for submission is as follows) ・ Party B to Party A: Provide data within … days after conclusion of this agreement ・ Party A to Party B: Submit a report within one month after the end of the verification period
Consignment	Payment of JPY … (excluding tax) in installments as follows

fee	<ul style="list-style-type: none"> • Within 10 days after the execution of this agreement : JPY … • Within one month from the date of completion of confirmation by B of the report : JPY …
Obligation of Party A	<p>Duty of care</p> <p>Non-warranty of results and outcomes</p>
Target data	<p>Data provide by Party B is target data</p> <ul style="list-style-type: none"> • The outline, items, quantity, and format of the target data are specified in the attached sheet. • Party B: Obligation to provide target data <ul style="list-style-type: none"> No guarantee of accuracy, etc. of target data • Party A: No obligation to confirm the accuracy of the target data <ul style="list-style-type: none"> Obligation to maintain confidentiality and management of target data, prohibition of use for other purposes <ul style="list-style-type: none"> Remains for 3 years after the end of this contract • In case there is an error or delay in providing the target data <ul style="list-style-type: none"> Party A is exempt from liability for non-conformance and delay in providing the report
Documents, etc.	<p>Documents, etc. provided by Party B is Documents, etc.</p> <p>Non-guarantee of accuracy etc. by Party B, non-existence of obligation to confirm accuracy etc. by Party A, exemption from responsibility of Party A in case of errors in the contents of documents etc. are the same as the provision of target data (applicable mutatis mutandis).</p>
Confidentiality	<p>Overrides previous non-disclosure agreement</p> <ul style="list-style-type: none"> • Confidential information: Unspecified (except for Target Data) • Disclosable: Fact of commencement of verification. However, prior to disclosure, it is necessary to obtain the consent of the other party for the disclosed content.

	<ul style="list-style-type: none"> • Duration: Continues for 3 years after termination of this agreement
Conclusion of the next contract	<p>If the effectiveness of the subject technology is confirmed, both parties will promptly discuss a decision to move to joint research and development.</p> <p>Party B shall notify whether or not to enter in to the said agreement within two months from the date of completion of confirmation of the report.</p>
Personal Information	<p>In case target data or documents etc. contains personal information;</p> <ul style="list-style-type: none"> • Party B: Warranty that the procedures required by the Personal Information Protection Law have been implemented. • Party B: Obligation of prior clarification • Party A: Obligation to implement the procedures required by the Personal Information Protection Law
Intellectual property right	<p>Intellectual property rights arising from deliverables and verification (including report preparation)</p> <ul style="list-style-type: none"> • Belongs to Party A • License to Party B to the extent necessary for this purpose
Damages	<p>Restriction on the right to claim damages from Party B to Party A;</p> <p>Qualitative limitation: limited to actual, direct and ordinary damages. Excludes special damages (including lost profits).</p> <p>Quantitative limitation: the upper limit is the consignment fee of this contract.</p> <p>Both restrictions exclude cases where Party A is intentionally grossly negligent.</p>
Period	6 months from the date of conclusion of the agreement or until the completion of confirmation of the report by Party B,

	whichever is earlier.
Governing Law	Japan Law
Jurisdiction	District Court of _____
Other	Termination, survival clauses, and negotiated settlements.