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Model Agreement ver2.0 - Term Sheet
(For Joint R&D Agreement (AI))

Created on: [●]

Created by: [●]

Parties	Company X (Party A)
	Company Y (Party B)
Purpose	[Subject of Joint R&D] Development of Trained Model (customized model) and Linkage System to apply Party A's AI technology to a sophisticated camera system (Monitoring Camera system) for monitoring elderly care recipients in nursing homes.
	[Purpose of Joint R&D] Development and commercialization of Monitoring Camera System, using Trained Model and Linkage System.
	[Deliverables of Joint R&D] (i) Trained Model (customized model) (ii) Linkage System (iii) Documents related to Linkage System ("Documents")
Party's Roles	Party A's roles ("Party A's tasks")
	Collection and preprocessing of relevant data Creation of Training Data Set by annotating relevant data

	<p>Generation of Trained Model using relevant data Development of Linkage System, and creation of Documents</p> <p>Party B's roles ("Party B's tasks") Collection of relevant data and provision thereof to Party A Provision of know-how for annotating relevant data Provision of know-how and findings concerning causes and detection of care accidents, which are needed to improve accuracy of Trained Model Performance evaluation of Trained Model and Linkage System</p>
Work period	From [date] to [date]
Party A's obligations	<ul style="list-style-type: none"> • Due care of a prudent manager • No obligation to complete, no guarantee of results
Party B's obligations	<ul style="list-style-type: none"> • Due care of a prudent manager • Prohibited acts: reverse engineering, generation of a Reuse Model, distillation
Recommission	Prior written approval of Party B is needed.
Provision of Deliverables	<p>(i) Trained Model How to provide: made available from Party A's server via API, during a fixed period (for confirmation).</p> <p>(ii) Linkage System How to provide: Party A loads the source code onto Party B's server.</p> <p>(iii) Documents How to provide: in PDF format</p>
Payment of fees	<p>(1) Commission fee for Trained Model Fee in total of [●] yen (tax excluded) will be paid in installments: [●] yen, within 7 days after execution of this Agreement [●] yen, within 7 days after confirmation of Deliverables by Party B</p>

	<p>(2) Commission fee for Linkage System and Documents</p> <p>Fee in total of [●] yen (tax excluded) will be paid in installments:</p> <p>[●] yen, within 7 days after execution of this Agreement</p> <p>[●] yen, within 7 days after confirmation of Deliverables by Party B</p>
<p>Relevant data etc.</p>	<p>Relevant data = data provided by Party B</p> <p>Relevant data etc. = relevant data + materials provided by Party B</p> <ul style="list-style-type: none"> ➤ Content, quantity, and format of relevant data are specified in an Exhibit to be appended. ➤ Party B: obligation to provide relevant data No guarantee of accuracy of relevant data etc. ➤ Party A: no obligation to check accuracy of relevant data etc. <p>Obligation to manage and maintain confidentiality of relevant data, not to use for unintended purposes</p> <p>→ Survival: 3 years after expiration of this Agreement</p> <ul style="list-style-type: none"> ➤ In case of data error or delay in provision: → Party A: not liable for delay in completion and for non-conformity.
<p>Learning Data Set</p>	<p>Learning Data Set = data for use in Joint R&D created by Party A by shaping or processing relevant data (i.e. derivative work of relevant data)</p> <ul style="list-style-type: none"> ➤ Party A: no obligation of disclosure to Party B ➤ Party A: prohibited to use for any purpose other than that of carrying out Joint R&D, or to disclose to a third party ➤ Party A: obligation to delete data after completion of tasks However, the above is not applicable if Parties execute an agreement on use of Deliverables.

Confidentiality	<p>Superseding the confidentiality clause in previous PoC Agreement (except as to relevant data):</p> <ul style="list-style-type: none"> ➤ Scope of confidential information: unlimited ➤ Publicizable information: the fact that the Joint R&D has started ➤ Term: until 3 years after expiration of this Agreement
Personal information	<p>If personal information is contained in relevant data:</p> <ul style="list-style-type: none"> ➤ Party B: guarantee all procedures required by the Personal Information Protection Act are performed ➤ Party B: clear statement to that effect in advance ➤ Party A: obligated to perform all measures required by the Personal Information Protection Act
Ownership and conditions for use of Deliverables and other IP rights	<p>(1) Ownership of copyrights</p> <ul style="list-style-type: none"> ➤ Linkage System and Documents: transferred to Party B when payment of commission fees is completed. ➤ The rest: owned solely by Party A. However, if Party A faces a risk of bankruptcy, Party B may ask for assignment with no charge. <p>(2) Ownership of other IP rights (e.g. patents) than copyrights</p> <ul style="list-style-type: none"> ➤ Right to obtain a patent belongs to the inventor. <p>(3) Conditions for use of Deliverables</p> <ul style="list-style-type: none"> ➤ Trained Model: Agreement on Use, separately concluded between Parties ➤ Linkage System and Documents: Free license granted to Party A for use in maintenance, operation, and additional learning.
Compensation for damages	<p>Limitation on Party B's claim for damages against Party A</p> <p>Types: limited to actual, direct, ordinary damages. Special damages (such as lost profits) are excluded</p> <p>Amount: not more than commission fees paid under this</p>

	<p>Agreement.</p> <p>Both limitations will not apply if Party A commits a willful act or gross negligence.</p>
Term of Agreement	From the date of execution of Agreement to the day on which payment of commission fees or confirmation of Deliverables is completed, whichever is later.
Governing law	Laws of Japan
Jurisdiction	<input checked="" type="radio"/> District Court
Other terms	Appointment of leaders and Liaison & Consultation Meeting, use of third-party software including OSS, no assignment, termination, survival, settlement through consultation