

The Japanese language version shall prevail and be conclusive.

## Terms of Use of NICT's Integrated Testbed

### Article 1. Purpose

The purpose of these Terms of Use of NICT's Integrated Testbed (hereinafter referred to as these "Terms of Use") is to define the obligations and responsibilities the User is required to undertake, and other necessary terms and conditions when the National Institute of Information and Communications Technology (hereinafter referred to as "NICT") permits the User to use NICT's Integrated Testbed.

### Article 2. Definitions

For purposes of these Terms of Use, the following terms have the following meanings respectively.

- (i) NICT's Integrated Testbed: the demonstration infrastructures (limited to those listed in Appendix) which NICT provides for the User in order to promote technical and social demonstrations of ICT-related research and development results
- (ii) User: a person, association, organization or legal entity who applies to the ICT Testbed Research and Development Promotion Center (hereinafter referred to as the "Center"), which provides services in relation to NICT's Integrated Testbed as one of the NICT's units, for permission for the use of NICT's Integrated Testbed and whose use is permitted by the Center

### Article 3. Application

1. The provisions of these Terms of Use shall apply to any matter not provided for in Commissioned Research Contract, Collaborative Research Contract or other agreements, any of which the Center has admitted as the basis of the User's use of NICT's Integrated Testbed.
2. In case of any conflict between the provisions of these Terms of Use and those of other documents separately provided by the Center regarding the use of NICT's Integrated Testbed, these Terms of Use shall prevail.

### Article 4. Application for Use

1. Any User who wishes to use NICT's Integrated Testbed shall apply to the Center for such use in accordance with the procedures separately determined by the Center and obtain permission from the Center.
2. In case that a person other than the Users (hereinafter referred to as "Third Party") uses the

NICT's Integrated Testbed, such Users shall apply in advance to the Center for such use in accordance with the procedures separately determined by the Center and shall obtain permission from the Center.

#### Article 5. Obligations and Responsibilities

1. The User shall be prohibited from conducting any of the acts specified in the following items. The Center shall not be responsible or liable for any event arising out of any of the acts of the User specified in the following items:
  - (i) To use NICT's Integrated Testbed mainly for the purpose of profit
  - (ii) To hinder any provision and use of NICT's Integrated Testbed
  - (iii) To violate any law or regulation applicable to the use of NICT's Integrated Testbed including foreign law
  - (iv) To use NICT's Integrated Testbed for any purpose and in any manner other than those permitted by the Center under Article 4
  - (v) To allow Third Party to use NICT's Integrated Testbed without the prior permission of the Center
  - (vi) To make any unauthorized disclosure of, leak or divulge the User authentication information issued by the Center to a third party, or make the same publicly available
  - (vii) To use NICT's Integrated Testbed in the manner against the public order and morals
  - (viii) To frustrate the purpose of the suggestions and advice given by the committee requiring the User to follow under Article 6.2
  - (ix) Other acts prohibited by the Center
2. The Center has and reserves the right to terminate the User's use of NICT's Integrated Testbed at any time if the User conducts any one of the acts provided for in the preceding paragraph.
3. Whenever the User allows the Third Party to use NICT's Integrated Testbed subject to the prior permission of the Center, the User shall have such Third Party agree to the requirements necessary for such Third Party to comply with the terms and conditions under these Terms of Use. In this case, the User shall undertake any and all responsibilities for managing and supervising such Third Party to comply therewith, and indemnify and hold the Center harmless for and against any and all obligations and responsibilities to such Third Party.
4. To the extent of the User's use of NICT's Integrated Testbed, the Center makes no warranties for the User on the quality of communication, fully ensuring cybersecurity (the term "cybersecurity" as defined in Article 2 of the Basic Act on Cybersecurity (Act No. 104 of 2014) of Japan), ensuring the integrity of the electromagnetic records (the term

"electromagnetic records" defined as the records produced by electronic, magnetic or other means unrecognizable by natural perceptive functions and used for data-processing by a computer including, but not limited to, data, programs and software; the same shall apply for purposes of Articles 5.5 through 5.7), and other functions and performance (including a partial or complete suspension of the use thereof) of NICT's Integrated Testbed, and shall not be responsible or liable to the User for any damage arising out of or in connection with such functions and performance.

5. The User shall cooperate with the Center in the operation of the NICT's Integrated Testbed, including changes implemented by the Center to the facilities and equipment, etc. that constitute the NICT's Integrated Testbed, suspension of the use of part of or all of the NICT's Integrated Testbed, and coordination of use among the Users.
6. When the User transmits the electromagnetic records to and/or stores the same in or on the facilities and equipment which compose NICT's Integrated Testbed (including the case where the User has a third party transmit and/or to store such record; hereinafter the same shall apply), the User shall undertake any and all responsibilities for the content and behavior of such electromagnetic records, for which the Center shall not be responsible or liable whatsoever. For the sake of clarity, the User's transmission of the electromagnetic records to and/or store thereof in or on the facilities and equipment which compose NICT's Integrated Testbed shall not constitute the disclosure to, provision for, or loan or lending to the Center of the information, material, research samples or other data owned by the User.
7. If the User causes any damage to NICT and a third party (including, but not limited to, any foreign government) by transmitting the electromagnetic records to and/or storing the same in or to the facilities and equipment which compose NICT's Integrated Testbed, the User shall undertake any and all responsibilities and liabilities for such damage, for which the Center shall not be responsible or liable whatsoever. In addition, the User, at its own risk and on its own account, shall deal with any legal claim that might be made by a third party regarding the use of NICT's Integrated Testbed.
8. To the extent that the User consents to and that might be necessary for confirming the operation status of NICT's Integrated Testbed, NICT may be entitled to use the User's electromagnetic records transmitted to and/or stored in or to NICT's Integrated Testbed so that NICT and the User may conduct research and development, or that NICT improve the operation environment of NICT's Integrated Testbed.
9. Whenever the User, through the use of NICT's Integrated Testbed, uses the services managed and provided by any institute or organization other than NICT, the User shall comply with the rules and regulations prescribed thereby. In this case, the Center shall not be responsible or liable for the services managed and provided by such institute or

organization whatsoever.

10. Whenever the User uses NICT's Integrated Testbed, the User shall pay attention to the documents and other information provided by the Center and take necessary measures on its own to avoid any problem in the use of NICT's Integrated Testbed. The Center shall not be responsible or liable for any damage to the equipment arising out of or in connection with the User's connection to NICT's Integrated Testbed.
11. The User shall cooperate with the Center when the Center coordinates the use between the Users and otherwise operates NICT's Integrated Testbed.
12. The User shall cooperate in the Center's questionnaires and other surveys on the User's use of NICT's Integrated Testbed, and its results and outputs from the User's use.

#### Article 6. Use of Personal Data

1. Before the User uses any personal information (hereinafter referred to as the "Personal Data") during the use of NICT's Integrated Testbed, the User shall request consideration for and consultation on the use of such Personal Data from a relevant committee established by NICT following the Center's prior coordination. The consideration and consultation procedure shall be separately designated.
2. The User shall, when given suggestion or advice by the committee in the consideration and consultation process provided for in the preceding paragraph, follow such suggestions or advice in using the Personal Data.
3. The User shall undertake any and all responsibilities and liabilities for using the Personal Data associated with the use of NICT's Integrated Testbed, for which the Center shall not be responsible or liable whatsoever.

#### Article 7. Miscellaneous

1. Notwithstanding the provisions of Article 4, the User may use NICT's Integrated Testbed without the Center's prior approval if any imminent peril exists to the life, body, liberty or properties of its own or a third party, and if the User has no choice but to use NICT's Integrated Testbed to avoid such peril.
2. The User using NICT's Integrated Testbed under the preceding paragraph shall notify the Center thereof promptly after such use.

#### Article 8. Amendment

1. The Center may amend these Terms of Use at its own discretion. The Center shall notify the Users of the proposed amendment prior to its enforcement.
2. The Center should make efforts so that the amendment to be made under the preceding

paragraph will ensure the appropriate use of NICT's Integrated Testbed without frustrating the purpose of these Terms of Use.

Appendix: Demonstration Infrastructures to Compose NICT's Integrated Testbed

Testbeds	Descriptions of Facilities and Equipment to Compose
High Speed R&D Network Testbed	<ol style="list-style-type: none"><li>1. Circuits which NICT procures to construct NICT's Integrated Testbed</li><li>2. Transmission, controller and distribution devices, network connectivity devices, information processing devices, information storage devices, programs and others which are owned by NICT</li><li>3. Equipment which composes Caravan Testbed and IoT Gateway</li></ol>
Large Scale Emulation Testbed	Transmission, controller and distribution devices, network connectivity devices, information processing devices, information storage devices, programs and others which are owned by NICT

The details of the facilities and equipment listed in Appendix shall be more specifically designated in other documents or material.

These Terms of Use shall enter into force on April 15, 2022.