Terms of LCSF Dataset Service (For Legal Entity's Use)

22/11/2020

LCSF Dataset Office provides LCSF dataset , to supply certain datasets for academic research purposes.

This agreement stipulates terms and conditions under which the Service is provided ("Terms of Service"). By using the Service, you are agreeing to the Terms of Service.

Definition

. The capitalized terms shall have the meaning as defined below.

- "Service" shall mean an operation of LCSF Dataset Office to provide Datasets to promote informatics researches. This operation includes, but not limited to, managing/processing application, managing Users, supplying Dataset, grasping and analyzing the status of User's use of Dataset.

- "Dataset" shall mean a set of data provided by Dataset Provider through the Service. Dataset includes any copy of the Dataset and accompanying documentation or materials.

- "Dataset Provider" shall mean a person or legal entity who provides certain data to LCSF so that LCSF supplies such data through the Service for academic researches by Users.

- "Licensor" shall mean a person or legal entity who will be a contracting party to a license agreement with User regarding Dataset ("License Agreement").

- "User" shall mean a legal entity who uses the Service for conducting academic researches using Dataset.

- "Principal Investigator" shall mean a researcher who is described so in License Agreement.

- "Researcher" shall mean Principal Investigator and a researcher who is approved to use the Dataset under supervision of Principal Investigator in accordance with License Agreement. "Research Group" means a group consisting of all Researchers.

- "Researcher Information" shall mean the name, affiliation, e-mail address and other information of Researcher which are described in an application form and/or reports submitted by User.

License Agreement

. User shall submit an application form in accordance with the procedures of the Service. After passing examination by LCSF office and/or Licensor, User shall obtain a license by agreeing to the terms and conditions of License Agreement in a manner designated by Licensor.

. LCSF office shall supply User with Dataset after Licensor has granted a license to User.

. The scope of the license granted by Licensor to User is as stipulated in License Agreement. LCSF office will not grant any license to User regarding Dataset under the Terms of Service.

. The intellectual property rights including, but not limited to, patent right, utility right, industrial design right, copyright arising from User's research conducted using Dataset shall be owned in accordance with the terms and conditions of License Agreement.

Restrictions

.   The Service is provided solely for academic research purposes. User may not use Dataset and the Service for any purpose other than academic research.

.   User shall not conduct any activity to identify a specific individual using Dataset. In addition, User is prohibited from linking any data in Dataset to a specific individual.

.   If User becomes aware of any data in Dataset, including, but not limited to, text, photograph, mark, drawing and other work, which contain information that possibly infringes copyright, human rights, privacy and other rights, User shall cease all use of such data immediately and inform LCSF office of such possibly infringing information. User shall follow instructions by LCSF office if any. User shall not disclose such possibly infringing information and related information to any third party without first obtaining consent from LCSF office.

Supply of Dataset

.   LCSF office will provide the Service, free of charge, for promotion of informatics researches. User, however, is required to pay certain charges if User wishes to receive Dataset in a

manner different from that LCSF office prepared generally for Users. In addition, in case Licensor sets a fee for Dataset, LCSF office will notice it on LCSF office's website or by other means.

.   LCSF office will supply User with Dataset without any modification to Dataset which LCSF office receives from Dataset Provider. If Dataset Provider requests with reasonable grounds and LCSF office accepts, LCSF office will supply modified Dataset to User.

.   LCSF office will supply Dataset by appropriate means as ROIS chooses, such as loading downloadable Dataset on LCSF office's server, or sending media containing Dataset to User. User shall bear the costs and expenses to receive Dataset. User acknowledges that LCSF office will not be responsible for anything even User is unable to receive Dataset by such means.

.   If User is supplied with Dataset by downloading from LCSF offices's server, User shall manage URL, user ID, and password provided by LCSF office appropriately. User shall not disclose to or make such information accessible by anyone other than Researchers.

. If User is supplied with Dataset in media sent by LCSF office, User shall manage the media appropriately and not make the media accessible by anyone other than Researchers.

Management of Research Group

. User shall acknowledge use of information described in Article 9. User shall have those who wish to be Researchers be notified of and agree on such use of information in advance to submission. Those who do not agree cannot be Researchers.

. User shall have Principal Investigator manage Research Group, maintain the list of all Researchers, and supervise Researchers to use Dataset in accordance with the Terms of Service and the terms and conditions of License Agreement.

Management of Dataset

. User shall apply physically and technically appropriate information security measures to computer systems, including servers, terminals, network devices and/or any other information devices, on which Researchers store, process, display, and use in any other manner Dataset.

.　　User shall configure the said computer systems appropriately so that anyone other than Researchers cannot access Dataset.

.　　User shall manage Dataset appropriately in accordance with the terms and conditions of License Agreement and/or instructions on LCSF office's website. If personal information is included in Dataset, User shall, with special attention, take security control measures required by laws and regulations on personal information protection, and manage Dataset in accordance with its internal rules set by User.

.　　If User becomes aware of leakage of and/or unauthorized access to Dataset, User shall inform LCSF office of such leakage and/or unauthorized access immediately. User shall follow instructions by LCSF office if any.

Publication

.　　If User publishes the results of research conducted using Dataset, User shall provide copies of such published materials in printings or electronic data as LCSF office designates, with bibliographic information after such publication (collectively referred to as "Research Result Information").

.   Even User publishes its results of research conducted using Dataset, (i) User shall not copy Dataset beyond the reasonable degree for indicating examples in such published materials; (ii) User shall not include information which possibly identifies specific individuals or organizations, possibly infringes human rights or privacy, or is against public order and morals.

.   If User publishes results of research conducted using Dataset, User shall indicate as LCSF office instructs separately that the results have been obtained with analysis of the Dataset which Dataset Provider provided and LCSF office supplied to User. Such statement shall be in directly perceptible manner through printed materials, video, broadcasting etc.

Report

.   Upon request from LCSF office, User shall submit reports which describe situations of User's use of Dataset, Researcher Information of Research Group, and research activities using Dataset ("Report").

.   User shall promptly inform LCSF office of any change with regard to Principal Investigator which may affect management

of Research Group, including but not limited to replacement, change of affiliation, and change of employment status.

Use of Submitted Information

.   LCSF office and/or Licensor shall use and have Dataset Provider use information submitted by User as below:

1.   To use information in application form for examining eligibility;

2.   To use information in application form and in Reports for understanding situations of User's use of Dataset;

3.   To use Researcher Information for the purposes of Service operation including communication, documentation and management, and of the statistics;

4.   To use Researcher Information and/or Research Result Information for collecting, filing, analyzing results of research conducted using Dataset; and as otherwise necessary for LCSF office, Licensor and/or Dataset Provider in relation to the Services; and

5.   To indicate Research Result Information as fruits of the Service on their publication, printings or websites.

. LCSF office, Licensor, and/or Dataset Provider will be the owner of intellectual property rights arising from research conducted by them, respectively, using Researcher Information and/or Research Result Information.

Term

. The Terms of Service shall be effective commencing on the submission date of application form by User and continuing through the date on which all of such procedures complete as required by the terms and conditions of License Agreement on the expiration of a license for using the Dataset provided to User through the Service. However, if LCSF office and/or Licensor decides not to grant a license to User, the Terms of Service shall cease to be effective on the date LCSF office issues a notice of non-acceptance to User.

. Provisions of Articles 6, 7, 8, 9, 12, 13, 14, 15, 16 and 17 shall survive after expiration of the Terms of Service.

Termination

. LCSF office will terminate the supply of Dataset to User when User ceases or Licensor terminates a license with regard

to Dataset in accordance with the terms and conditions of License Agreement.

. LCSF office may discontinue or terminate the Service if User breaches any Terms of Service and such breach has not been cured within a reasonable period after notice of the breach from LCSF office.

. LCSF office may discontinue or terminate the Service without prior notice to User because of a serious accident or trouble arising from User's activity, regardless intentionally or not, in relation to the Service.

. LCSF office may discontinue or terminate the Service at any time if it is reasonable in the circumstances.

Liability

. User is liable for any loss or damage suffered by LCSF office arising from User's breach of the Terms of Service, regardless termination or discontinuation of the Service.

No Warranty

. LCSF office does not provide any warranty with regards to Dataset or the Service, either express or implied, including but not limited to, warranties below:

- Warranty of fitness for particular purpose of use.

- Warranty that the Service is provided in a timely manner as User requests.

- Warranty that Dataset is safe, error-free, or appropriate.

- Warranty that Dataset contains information which express facts.

- Warranty that Dataset does not contain malware or other harmful program.

- Warranty that Dataset does not contain data or content which is against public order and morals.

- Warranty that Dataset does not infringe copyright or other intellectual properties, trade secret owned by third party, privacy or other rights.

. LCSF office will not be responsible for any loss or damage suffered by User arising from using the Service or Dataset. Use of the Service or Dataset is solely at User's own risk and responsibility. User shall be solely responsible for any use of the Service or Dataset, and the consequences of such use, including but not limited to, suits for damages, injunction, regardless if a suit is filed or not. LCSF office will not indemnify User against any claims, damages, loss and expenses asserted by third parties related to the Service or Dataset. User shall indemnify LCSF office and hold harmless against any claims, damages, loss, expenses or liabilities asserted by third parties arising from User's use of the Service or Dataset, including but not limited to, claims for copyright or moral right infringement, privacy invasion, misappropriation, defamation or other infringement of rights or violation of laws.

Compliance with Laws and Guidelines

. User, at the time of application and thereafter, hereby represents and warrants that it has no relationship with anti-social forces as described in the guidelines for companies to prevent the damage caused by anti-social forces issued from Chinese Laws.

. User shall comply with any applicable laws and regulations to Dataset or the Service, including, but not limited to, export control laws and regulations. If Dataset or use of the Service is not legally permitted in User's country/territory, User shall not use Dataset or the Service.

Assignment

. User may not assign its contractual status under the Terms of Service and rights and/or obligations arising from the Terms of Service without first obtaining written consent from LCSF office.

Changes to the Terms of Service

. LCSF office may, at its sole discretion, add or amend the Terms of Service without notice to User. Such addition or amendment shall be effective on the date LCSF office publicizes on LCSF office's website.

Governing Law and Dispute Resolution

. The Terms of Service shall be construed and governed by laws of China, and any dispute arising from or in relation to the Service shall be subject to the jurisdiction of the JiangSu

District Court in China. User, however, shall first discuss with LCSF office and attempt to resolve in amicable manner.