LCSF Dataset Terms of Use

22/11/2020

These terms of use ("Terms of Use") shall apply to your use of the LCSF Dataset. In order to receive the dataset from LCSF Dataset Office, you are required to submit a consent form designated by LCSF Dataset Office.

If LCSF Dataset Office has provided or will provide LCSF Dataset to you under separate terms and conditions, it shall be a separate agreement between ROIS and you. Such separate agreement and these Terms of Use shall not affect each other.

DEFINITION

. "Data" shall mean LCSF Dataset, which LCSF Dataset Office provides to User under these Terms of Use, including any copies thereof, in whole or in part, irrespective of who reproduced. The Data was prepared by LCSF Dataset Co., Ltd..

. "User" shall mean a legal entity who agreed to these Terms of Use and has been granted a license by LCSF Dataset Office to use the Data in accordance with these Terms of Use. Only universities or public research institutions are eligible to be a

User. Those who wish to be a User are required to submit a consent form which ROIS designates separately.

.   "Principal Investigator" or "PI" shall mean a full-time employee of a User who conducts and manages researches using the Data. PI shall be identified in a consent form.

.   "Researcher(s)" shall mean employee(s) and/or regular student(s) who conducts researches using the Data under the direct supervision of PI. Employee(s) or student(s) who is not under supervision of PI may not be a Researcher.

.   "Purpose" is to conduct not-for-profit informatics-related researches for User's own objects.

RETENTION OF TITLE

.   LCSF or its licensor retains any copyrights in the Data. Nothing contained herein shall be construed to transfer or assign any intellectual property rights to User.

.   User will be the owner of intellectual property rights arising from User's research conducted using the Data.

. LCSF will be the owner of intellectual property rights arising from its research conducted using any data submitted by User to LCSF.

LICENSE

. <u>License Grant</u> LCSF Dataset Office hereby grants to User a non-transferable, non-exclusive, royalty-free license (without the right to grant sublicenses) to use (including translating, modifying and copying) the Data solely for the Purpose ("License") for the duration described in Article 3.2 below.

. <u>License Period</u>The effective period of the License ("License Period") is from the date on which LCSF Dataset office provides the Data to User through the end of the fiscal year (User acknowledges that for the purpose of these Terms of Use, the end of fiscal year is March 31st). Notwithstanding above, the License Period shall be automatically extended for twelve (12) months, unless LCSF Dataset office provides fifteen (15) days prior written notice to terminate. The same shall apply in the successive one year terms thereafter.

.   <u>Termination without Prior Notice</u>Notwithstanding Article 3.2, LCSF Dataset office may terminate this License without prior notice to User, if any of the following occurs:

1.   Termination of LCSF Dataset service;

2.   User's breach of these Terms of Use;

3.   Expiration or termination of the agreement between LCSF Dataset and LCSF Dataset office; or

4.   Request from LCSF Dataset office to cease use of the Data with reasonable grounds.

Upon termination of this License, User shall cease all use of the Data.

.   <u>Termination with Prior Notice</u>Notwithstanding Article 3.2, LCSF Dataset office may terminate this License with prior notice to User, if any of the following occurs and LCSF Dataset office decided continued use of the Data by User is inappropriate:

1.   Leave or replacement of PI; or

2.   User's breach of any law and/or regulations; or

3.   User fails to comply with research ethics generally required.

.   User may, at any time, terminate this License with written notice to LCSF Dataset office.

RESTRICTIONS AND OBLIGATIONS

.   User may not use the Data except as set forth in these Terms of Use. User may not use the Data except for the Purpose. User may use the Data solely to the extent necessary for the Purpose and publish User's results generated using the Data. User shall not:

1.   allow any third party (any third party includes, but not limited to, User's employees and/or students who are not Researchers) to access the Data; or

2.   provide, sell, lend, disclose, distribute, or transmit the Data to any third party; and/or

3.   otherwise make the Data accessible to third party.

.   User may allow access to the Data only to PI and Researcher(s). User shall ensure that PI and Researchers abide by these Terms of Use, and User shall be liable for any breaches

by PI and/or Researchers. If there is any changes on affiliation of PI including, but not limited to, transfer to another legal entity, User shall notify ROIS.

. User shall maintain a list of PI and Researchers. Upon request from LCSF Dataset office, User shall submit the list to LCSF Dataset office. User shall follow instructions which LCSF Dataset office may make as necessary with regards to the scope, qualification or any other conditions for Researcher.

. Upon termination or expiration of License, regardless of the cause, User shall cease all use of the Data. User shall delete, erase the Data from all media or destroy any media containing the Data, and certify it in writing if LCSF Dataset office requests to do so.

. If User, or PI and Researchers publish the results of research conducted using the Data, prior to publication or soon after publication, User shall provide copies of such published materials in printings or electronic data as LCSF Dataset office designates, with bibliographic information as necessary after such publication. LCSF Dataset office may provide these data or materials to　LCSF Dataset. If User makes any press releases or similar activities including, media interview but not limited to,

with regards to the results generated in the course of research using the Data, User shall obtain consent of LCSF Dataset through LCSF Dataset office.

.   User may not copy the Data into the materials described in Article 4.5 beyond reasonable degree of showing examples. User shall not describe or include into the publishing materials/printings any information acquired from the Data with which any specific person or organization can be identified.

.   If User, or PI and Researchers publish the results of research conducted using the Data, in accordance with instruction by LCSF Dataset office, it shall indicate: (i) the results have been obtained with analysis of the Data; and (ii) the Data has been provided by LCSF Dataset office as one of its IDR services. Such statement shall be in a directly perceptible manner, through printed materials, pictures, video, broadcasting etc. This obligation, however, shall not be deemed that LCSF Dataset office or LCSF Dataset permits User to use trademarks, service marks, logos and other marks/designs of LCSF Dataset office. User may not use such trademarks, service marks, logos and

other marks/designs without prior written permission from LCSF Dataset office.

. If User becomes aware that any part of the Data infringes or possibly infringes copyrights, human rights or privacy owned by third party, User shall cease all use of the Data and inform LCSF Dataset office of it. User may not disclose information on the infringement including its existence to third parties. Upon request from LCSF Dataset office, User shall report to LCSF Dataset office in writing.

REPORT

. User shall submit a yearly report of research conducted using the Data to LCSF Dataset office by no later than one month after the end of the fiscal year. If the License Period is extended, the same shall apply in every successive one year terms thereafter. When License is terminated prior to the end of the fiscal year by LCSF Dataset office by User, User shall submit a report of research conducted in the fiscal year using the Data to LCSF Dataset office immediately.

NO WARRANTY AND LIABILITY

.   USER ACKNOELEDGES THAT ROIS AND LIFULL (COLLECTIVELY "PROVIDERS") DO NOT WARRANT THAT THE DATA DO NOT INFRINGE ANY COPYRIGHTS, TRADE SECRETS, OTHER INTELLECTUAL PROPERTY RIGHTS, PRIVACY OR OTHER RIGHGTS THIRD PARTY MAY HAVE. THE DATA IS PROVIDED FOR "NOT-FOR-PROFIT RESEARCH PURPOSES ONLY". PROVIDERS DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE DATA. THE DATA IS PROVIDED "AS IS" WITH ALL FAULTS. THERE ARE NO WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THE DATA. USER'S USE OF THE DATA IS AT USER'S OWN RISK AND RESPONSIBILITY.

User assumes all liability for damages against it by third parties which may arise from User's use of the Data. If third party claims against User, regardless whether it is a claim to damages, injunction to stop the use of the Data or any other, regardless whether a litigation is pending or not, User shall solve such dispute at User's own cost and responsibility. User shall indemnify and hold LCSF Dataset office and LCSF Dataset harmless against any claims, damages, loss, expenses or

liabilities asserted by third parties arising from User's use of the Data. Laws and regulations differ from country to country. User's use of the Data shall be subject to laws of User's country or territory. If the Data, use of the Data or anything in these Terms of Use is not-permitted legally in User's country/territory, User shall not use the Data.

CHANGES TO THE TERMS OF SERVICE

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

GOVERNING LAW AND JURISDICTION

.   These Terms of Use shall be governed by the laws of China. If any dispute arises regarding Data or in connection with these Terms of Use, User shall try to solve in amicable manner. If any suit will be brought into a court, User shall submit to the exclusive jurisdiction of the JiangSu District Court, China.