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BACKGROUND

- A. NTT is the owner of all rights, including all patent rights, copyrights and trade secret rights, in and to the Software and related documentation except OSS listed in Exhibit A to this Agreement.
- B. User wishes to obtain a royalty free license to use the Software to enable User to evaluate, and NTT wishes to grant such a license to User, pursuant and subject to the terms and conditions of this Agreement.
- C. As a condition to NTT's provision of the Software to User, NTT has required User to execute this Agreement.

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2. Shipment and Installation. NTT will ship or deliver the Software by any method that NTT deems appropriate. User shall be solely responsible for proper installation of the Software.
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- (d) User shall take appropriate action, by instruction, agreement, or otherwise, with respect to its employees permitted under this Agreement to have access to the Software to ensure that all of User's obligations under this Section 4 shall be satisfied.
5. Indemnity. User shall defend, indemnify and hold harmless NTT, its agents and employees, from any loss, damage, or liability arising in connection with User's improper or unauthorized use of the Software. NTT SHALL HAVE THE SOLE RIGHT TO CONDUCT DEFEND ANY ACTION RELATING TO THE SOFTWARE.
6. Disclaimer. THE SOFTWARE IS LICENSED TO USER "AS IS," WITHOUT ANY TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER ON THE PART OF NTT. NTT MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND OF NON-INFRINGEMENT ON COPYRIGHT OR ANY OTHER RIGHT OF THIRD PARTIES. USER ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, PERFORMANCE, DATA LOSS, AND UTILITY IN A PRODUCTION ENVIRONMENT.
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8. No Assignment or Sublicense. Neither this Agreement nor any right or license under this Agreement, nor the Software, may be sublicensed, assigned, or otherwise transferred by User without NTT's prior written consent.
9. OSS. The OSS included in the Software is shown on the "OSS List" in Exhibit A. User shall be subject to the license term of each OSS when using the OSS portion of the Software, and shall be subject to the terms of this document when using the non-OSS portion.
10. General
- (d) If any provision, or part of a provision, of this Agreement is or becomes illegal, unenforceable, or invalidated, by operation of law or otherwise, that provision or part shall to that extent be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.
- (e) This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes all written and oral contracts, proposals, and other communications between the parties relating to that subject matter.
- (f) Subject to Section 8, this Agreement shall be binding on, and shall inure to the benefit of, the respective successors and assigns of NTT and User.
- (g) If either party to this Agreement initiates a legal action or proceeding to enforce or interpret any part of this Agreement, the prevailing party in such action shall be entitled to recover, as an element of the costs of such action and not as damages, its attorneys' fees and other costs associated with such action or proceeding.
- (h) This Agreement shall be governed by and interpreted under construed in accordance with the laws of Japan, without reference to conflicts of law principles. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in Tokyo in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration

Association. The arbitration shall be conducted by three (3) arbitrators and in Japanese. The award rendered by the arbitrators shall be final and binding upon the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

- (f) NTT shall not be liable to the User or to any third party for any delay or failure to perform NTT's obligation set forth under this Agreement due to any cause beyond NTT's reasonable control.

EXHIBIT A

■ **Software**

All source code required for conducting and analyzing the experiments described in the following manuscript:

Hiroshi Sawada, Kazuo Aoyama, Masaya Notomi, “Layered-Parameter Perturbation for Zeroth-Order Optimization of Optical Neural Networks” presented at AAAI 2025

■ **OSS List**

Not Applicable