



Terms and Conditions

These Terms and Conditions ("Terms"), as published on Takara's website located at <https://takara.ai/terms>, govern the provision of Services by Takara.AI Ltd, a UK limited company with its principal office at 128 City Road, London, United Kingdom, EC1V 2NX, with company number 15404713 ("Takara"). By accepting these Terms on behalf of the entity you represent ("Client") and its affiliates, you agree to be bound by them. Acceptance may occur through either (i) physical or digital signature on a Contract that incorporates these Terms, or (ii) placing a service order with Takara on behalf of the Client.

1 Definitions and Integration

In addition to any definitions contained within the body of these Terms, the following definitions apply:

Affiliates: Any person, corporation, or entity that directly or indirectly controls, is controlled by, or is under common control with a party. 'Control' means: (a) ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors in a corporation; and (b) power to direct the management of any other entity.

Contract: A written agreement under these Terms for Services between Takara and Client. It outlines Services, requirements, and Deliverables. Examples include a statement of work or cloud services agreement.

Deliverables: Tangible output of Services created exclusively for Client by Takara, as identified in a Contract. These may include data, software, AI models, reports, and specifications.

EULA: End User License Agreement or similar agreement from a Licensor regarding Licenses granted to Client. It also includes standard terms for cloud, maintenance, or support services, as amended from time to time by the Licensor.

Intellectual Property Rights: means patents, rights to inventions, copyrights, software, trademarks, trade names, service marks, logos, trade secrets, Confidential Information, compilations, diagrams, layouts, AI models and algorithms, designs, methods, processes, formulas, rights to use and other proprietary rights and privileges, whether registered or unregistered, together with all improvements, modifications, enhancements, and derivative works to all of the foregoing, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Knowledge Capital: means the ideas, concepts, know-how, skills, methodologies, and techniques, whether possessed by Takara prior to the commencement of these Terms or developed, modified, improved, or refined by Takara during performance of the Services.

Licenses: Permissions granted by a Licensor to Client for software use, including temporary usage rights and updates.

Licensor: Legal entity owning Intellectual Property Rights in Licenses with authority to define EULA or similar terms.

Personal Data: Data as defined in the General Data Protection Regulation (EU) 2016/679.

Sanctions Rules: Laws, regulations, and requirements regarding trade sanctions or embargoes, including those enforced by the U.S. government or the European Union.

Services: Services provided by Takara under these Terms and the applicable Contract.

"Takara IP" means Takara's Intellectual Property Rights and Knowledge Capital.

Unless otherwise agreed in writing, all Licenses and Services are governed by these Terms. In case of conflict between the Terms and a Contract, the Terms prevail unless explicitly modified and stated in the Contract. Any attempt to alter these Terms is void unless agreed upon in writing by all parties. Modifications in a Contract apply only to that Contract and do not alter these Terms.



2 Affiliations

- 2.1 Takara's partners may enter into a contractual relationship with Client pursuant to these Terms, and Client's associated companies may procure Licenses and Services by executing the applicable Contract hereunder. Client and its associated companies will be jointly and severally liable for all orders for Licenses and Services placed by Client's associated companies.

3 Acceptance of Deliverables

Takara will inform Client upon the completion of the Services (referred to as the "Notification of Completion"). Client is required to thoroughly examine the Services and any associated Deliverables. Client must then provide written acceptance or refusal (for material faults only), signed by an authorized representative, within ten (10) Business Days following receipt of the Notification of Completion. Failure to notify Takara of any defects within this timeframe will result in the automatic acceptance of the Services and corresponding Deliverables.

4 Services

Takara shall perform the Services with due care in accordance with the terms outlined in the Contracts. However, Takara is not obligated to comply with any requests or instructions (referred to as "Change Requests") that alter or expand upon the substance or scope of the Services defined in a Contract. Should Takara fulfill Services as outlined in a Change Request, Client is responsible for payment in accordance with these Terms and the relevant Contract. Takara does not grant the achievement of a particular work result.

5 Client Obligations

Client shall: (a) cooperate with Takara in all matters relating to the Contract for facilitating the provision of the Services and Licenses ; (b) provide all information Takara may request in order to carry out the Services and provide the Licenses in a timely manner and ensure that it is accurate in all material respects; (c) provide timely access to Client's Intellectual Property, premises, data and such office accommodation and other facilities as agreed with Client in writing in advance and as necessary for the purpose of providing the Services; and (d) inform Takara of health and safety rules and regulations and any other reasonable security requirements at its premises.

If the performance of Takara is prevented or delayed by any act or omission of Client, its agents, sub-contractors or employees, Client shall pay Takara all reasonable costs, fees or losses sustained or incurred by Takara as a result of such delay.

- 5.1 Client will be solely responsible for: (i) backing up its data; (ii) ensuring normal operation of its own software; and (iii) the necessary working environment of the software.

Client is responsible for the following: (a) collaborating with Takara on all matters related to the Contract to facilitate the provision of Services and Licenses ; (b) furnishing all requested information to Takara promptly and ensuring its accuracy for the effective execution of Services and provision of Licenses ; (c) granting timely access to Client's Intellectual Property, premises, data, and agreed-upon office accommodations and facilities to facilitate the provision of Services, as outlined in advance and as necessary; and (d) communicating health and safety regulations and any reasonable security requirements at Client's premises to Takara.

In the event that Takara's performance is hindered or delayed due to any action or inaction on the part of Client, its agents, subcontractors, or employees, Client is liable for reimbursing Takara for all reasonable costs, fees, or losses incurred as a result of such delay.

- 5.2 Client bears sole responsibility for: (i) backing up its data; (ii) ensuring the normal operation of its proprietary software; (iii) providing the necessary working environment for the software's operation

Client shall pay Takara's invoices as provided in Section 6.



6 Pricing, Payment, Taxes

Client shall pay Takara for the Services and Licenses along with all agreed charges set forth in the Contract. All prices and availability are subject to change unless agreed upon through a binding Order Confirmation or a Contract signed by both parties.

Regarding Licenses or third-party services that involve consumption-based models, such as subscription services managed by entities other than Takara, the fee structure for such services will be determined by the Licensor or the performing Client. These fees are variable and depend on Client usage of the applicable Services and Licenses. It is the responsibility of the Client to review and accept the billing model, and to adhere to any third-party terms. Understanding the third-party billing model is solely the responsibility of the Client.

Takara will issue invoices, and the Client is obligated to pay the invoiced amounts, inclusive of relevant taxes, including any applicable withholding taxes, import taxes, levies, and duties associated with cross-border transactions. Should Client be required by law to withhold or deduct taxes from any cross-border transaction payment, the payment amount will be adjusted accordingly to ensure Takara receives the intended amount after all deductions and withholdings.

In the absence of a specified invoicing schedule, all amounts related to Services provided by Takara are due at the end of each calendar month in arrears. Invoices without specified payment terms are due within 14 calendar days of the invoice date. Payments to Takara should be made in Sterling (GBP), unless otherwise agreed upon.

- 6.1 Failure to pay amounts owed promptly will result in interest charges and late payment fees on outstanding amounts, without requiring written demand or notice of default. Past-due amounts will accrue interest at a rate of either 1.5% per month or the maximum rate permitted by law.

Client is responsible for all charges incurred by authorized users of its account, including payment via credit card, wire transfer, or other available payment methods. Takara may require Client to cover transaction charges imposed by credit card issuers. Additionally, Client is responsible for reimbursing Takara for any bank fees related to returned checks, credit card chargebacks, or rejected bank transactions. Takara reserves the right to recover attorney fees, court costs, and collection agency fees incurred in the collection of overdue amounts.

Client is prohibited from offsetting amounts against payments due under the Contract. In the event of payment default exceeding fourteen (14) calendar days, Takara reserves the right to suspend the use of Licenses, Services, and Deliverables immediately (contractual right of prohibition/services suspension).

Takara retains ownership of Licenses, as well as all rights, titles, and interests in Services and Deliverables until all outstanding payment claims against the Client, whether current or future, are settled. The retained ownership serves as security for Client's offset balance or current account receivable.

7 Warranties and Disclaimer

- 7.1 Each party represents and warrants that: (i) they are a legally constituted entity in good standing as per the laws of their jurisdiction of organization; (ii) they possess the necessary authority to execute and deliver these Terms and any ensuing Contract, constituting enforceable obligations; and (iii) their performance under this agreement will not infringe upon any third-party obligations.

Third-party services distributed by Takara come with the service provider's limited warranty. Takara is not responsible for warranties regarding services not directly performed by it; such warranties are subject to the service provider's prevailing policies and procedures.

Takara warrants that (i) it shall utilize suitably skilled personnel to perform Services and deliver Licenses in line with these Terms and the relevant Contract; and (ii) it shall execute Services in a professional, skilful manner consistent with the relevant Contract and all applicable legal requirements.

Service level agreements (SLAs), when formally acknowledged in writing, shall constitute a material breach of these Terms and the respective Contract only under conditions of culpable SLA parameter violation by Takara (through negligence or wilful misconduct) persisting for a minimum duration of three months. Takara's accountability for service unavailability, such as for Cloud Services, is limited to instances occurring beyond scheduled or unscheduled



service/maintenance periods (as detailed in the respective SLA documentation). Service credits or penalties for SLA breaches represent the Client's exclusive remedy. Takara's further obligations or liabilities related to the aforementioned claims are hereby excluded.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 10 (WARRANTIES) OR WITHIN THE APPLICABLE EULA OR SERVICE DESCRIPTIONS, TAKARA DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR THOSE ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8 Limitation of Liability

Takara's liability for damages related to Licenses or Services procured through Takara shall not exceed the total fees paid by the Client for the relevant Licenses or Services in the twelve months preceding the event that gave rise to the claim. Specifically, Takara will not be responsible for any indirect damages, which may include but are not limited to: (i) lost profits, business opportunities, or goodwill; (ii) loss of content or data; (iii) business interruption; or (iv) any other pecuniary losses or damages not directly associated with the direct performance of the Licenses or Services.

- 8.1 This limitation applies regardless of the foreseeability or notification of such damages and irrespective of whether the claim arises from contract, tort (including negligence), or any other theory of liability.
- 8.2 NOTHING IN THESE TERMS OR ANY CONTRACT LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) WILLFUL MISCONDUCT; (D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) THE BREACH OF CONFIDENTIALITY OBLIGATIONS; (F) CLIENT PAYMENT OBLIGATIONS; OR WHICH (G) CANNOT BE LIMITED UNDER APPLICABLE LAW.

Any Contract or related document submitted by the Client for the acquisition of Services which contains warranties or potential liabilities for Takara, or is otherwise in conflict with these Terms, shall be null and void unless it satisfies the integration requirements as outlined in Section 1.

- 8.3 The limitations or exclusions of warranties and damages stated herein may not apply to the extent prohibited by applicable law. It is the Client's responsibility to be aware of such legal restrictions within their jurisdiction.

9 Intellectual Property Rights; IP Indemnity

Except as expressly provided in this Section 9, these Terms do not confer any right, title, or interest in or to any Intellectual Property Rights encompassed in the Licenses or the Services upon the Client, which shall at all times remain the property of Takara or the respective Licensors.

Takara shall support the Client in addressing any associated claims or issues with the Licensor. The Client acknowledges that Takara is neither the publisher nor the developer of the Licenses, and the only warranties, indemnities, or license rights are those granted by the Licensor.

- 9.1 In the event of a conflict between these Terms and the End User License Agreement (EULA) or similar agreement concerning the scope of the Intellectual Property Rights and the warranties and representations conferred to the Client, the EULA shall prevail.

Upon full and final payment of the Deliverables, Takara shall grant and hereby grants the Client a perpetual, worldwide, fully paid-up, royalty-free license to use the applicable Deliverables for internal purposes.

Takara retains all right, title, and interest in all Takara IP, whether possessed by Takara prior to the commencement of these Terms or developed, improved, or refined by Takara during the performance of the Services. If Takara incorporates any Takara IP or Knowledge Capital within the Deliverables, Takara shall grant the Client a limited, perpetual, fully paid-up, royalty-free, non-exclusive, non-assignable, non-transferable, and revocable (solely for breach of the license) license to use, copy, modify, enhance, and maintain: (i) the Takara IP (excluding Knowledge Capital) for the Client's internal purposes and solely to the extent necessary to use the Deliverables; and (ii) Takara's Knowledge Capital as embodied in, or to the extent necessary for its use of the Takara IP or the Deliverables for the Client's internal purposes.



Third Party Intellectual Property Rights delivered as part of the Service will be made available to the Client subject to the terms provided by such third party, which Takara will provide to the Client upon request.

The Client hereby grants Takara a revocable, non-exclusive, royalty-free license to use the Client's Intellectual Property Rights to enable Takara to perform the Services or to identify new Services for the Client. The Client reserves all other rights, title, and interest in its Intellectual Property Rights.

The Client shall not, and shall not permit any Affiliates or third party to translate, reverse engineer, decompile, recompile, update, or modify any Takara IP or any Deliverable in a targeted manner to discover Takara IP. If the Client provides any input, comments, or suggestions regarding the Services, Takara IP, or Takara's business or technology plans (collectively "Feedback"), the Client grants Takara a perpetual, non-exclusive, worldwide, royalty-free license to use such Feedback without restriction.

Aggregated Data and Analytics Data. Notwithstanding any contrary provisions in any Contract, Takara may compile and retain Aggregated Data collected from or submitted through the Services and Analytics Data it creates during the performance of the Services, for purposes of operating, maintaining, analyzing, and improving its Services, Takara IP, and Knowledge Capital, as well as research and development of new services, Takara IP, and Knowledge Capital. "Aggregated Data" means information and data collected from or submitted, confirmed, or provided by users in the course of accessing and using the Services. "Analytics Data" means Takara's analysis of the usage of its Services, Takara IP, and Knowledge Capital. Takara will own all right, title, and interest in and to all Aggregated Data and Analytics Data, provided that such Aggregated Data and Analytics Data will be anonymized such that will not identify the Client or any user.

Takara Indemnity. Takara will indemnify and defend the Client from direct damages arising from any third-party claim that the Deliverables infringe any patent, copyright, trademark, or trade secret right owned by such third party. Takara will have no obligations under this Section 12 or any liability for any claim or action to the extent that the claim is caused by, or results from: (a) the Client's combination or use of the Deliverables with software, services, or products developed by the Client or third parties; (b) modification of the Deliverables by anyone other than Takara; (c) the Client's continued allegedly infringing activity, after being provided modifications that would have avoided the alleged infringement; or (d) the Client's use of the Deliverables in a manner not in accordance with the applicable Contract. If the Deliverables are the subject of an infringement claim, Takara shall, at its option: (i) procure the right for the Client to continue using the Deliverables; (ii) make such alteration, modification, or adjustment to the Deliverables so that they become non-infringing without material diminution in function in the Client's reasonable estimation; or (iii) replace the infringing Deliverables at no cost to the Client with non-infringing substitutes provided that the substitutes do not entail material diminution in function in the Client's reasonable estimation. If none of the foregoing is reasonable, in Takara's reasonable discretion, the Client shall return the infringing Deliverables and Takara will promptly refund all payments made by the Client hereunder for such Deliverables.

Client Indemnity. The Client will indemnify and defend Takara from any damages arising from any third-party claim that the Client Assets or Client's Intellectual Property Rights, used by Takara in connection with the Services, infringe any patent, copyright, trademark, or trade secret right owned by such third party.

9.2 **Indemnification Requirements; Sole Remedy.** The indemnifying party's obligation to indemnify the indemnified party pursuant to this Section 12 is contingent upon the indemnified party: (a) providing the indemnifying party prompt written notice of any claim; (b) tendering the exclusive control of the defence of any claim to the indemnifying party; and (c) reasonably cooperating with the indemnifying party in the defence of the claim, at the indemnifying party's expense. This Section 12 sets forth the sole and exclusive remedy of the indemnified party, and the entire obligation and liability of the indemnifying party relating to the claims identified above.

10 Support

Takara will not provide technical support, training, or installation services unless explicitly stipulated in a Contract. In instances where Takara offers support services (such as via a Cloud Service) without supplementary usage fees, Takara retains the prerogative to restrict support requests to a predefined number per contract year. For all other matters, Takara reserves the option to direct the Client towards fee-based support services.



11 Data Protection

- 11.1 The parties commit to processing Personal Data in compliance with all relevant privacy and data protection laws and regulations.

If Takara processes Personal Data solely for the purpose of delivering the agreed-upon Services, and acts on behalf and under the instructions of the Client, Takara shall treat such Personal Data as confidential and implement appropriate technical and organizational measures to safeguard this data. The Client acknowledges and consents to Takara engaging its affiliates as additional processors or subcontractors in support of the Services.

Within the scope of the GDPR (General Data Protection Regulation (EU) 2016/679), the following provision applies: in instances where Takara's provision of Services involves the processing of Personal Data on behalf of and under the instructions of the Client, the parties are obligated to execute a separate Data Processing Agreement (DPA).

12 Confidentiality

- 12.1 Definition. "Confidential Information" refers to non-public information of a competitive, commercially sensitive, proprietary, financial, or trade secret nature, or information involving or implicating privacy interests. It encompasses any information labelled "Confidential" or "Proprietary", including but not limited to: business plans, strategies, forecasts, analyses, financial information, employee details, technological insights, trade secrets, product details, technical specifications, documentation, rules and procedures, methodologies, contracts, presentations, know-how, product functionality, data, customer information, market insights, competitive analyses, databases, AI models, applications, developments, inventions, processes, payment details, delivery and inspection procedures, designs, drawings, algorithms, formulas, and any other information reasonably believed to be confidential given the circumstances.
- 12.2 Exclusions from Confidentiality. Confidential Information does not include information that: (i) the Recipient was aware of prior to receiving it; (ii) is or becomes publicly known through means not attributable to the Recipient; (iii) is disclosed to the Recipient by a third party with the legal right to do so; (iv) is disclosed with the prior written consent of the Discloser; (v) is independently developed by the Recipient without use or access to the Discloser's Confidential Information; or (vi) is required to be disclosed pursuant to governmental regulation or court order.
- 12.3 Confidentiality Obligations. Each party acknowledges that it may receive Confidential Information from the other party. The Recipient shall exercise the same degree of care and protection with respect to the Discloser's Confidential Information as it does with its own, but in no event less than a reasonable standard of care. Recipient and its personnel may only use Discloser's Confidential Information to fulfill their obligations under the applicable Contract. The Recipient shall not disclose, copy, distribute, republish, or allow any third-party access to the Discloser's Confidential Information. The Recipient may only disclose Confidential Information to its personnel if they have a need to know it for Contract-related purposes and have agreed in writing to comply with these confidentiality obligations.
- 12.4 Injunctive Relief. Each party acknowledges that a breach of confidentiality obligations would cause intangible but real damages to the other party, not readily remedied by monetary damages. Therefore, any such breach grants the other party the immediate right to seek injunctive relief or other appropriate orders to enforce these obligations. The right to injunctive relief is in addition to any other rights and remedies available at law or in equity. The party against whom injunctive relief is granted shall reimburse the other party for all reasonable expenses, including attorney fees, incurred in obtaining such enforcement.

13 Anti-Bribery and Corruption

- 13.1 The parties shall refrain from engaging in, authorizing, or permitting any actions during the negotiation, conclusion, or performance of the Contract that contravene applicable anti-corruption or anti-bribery laws and regulations. This obligation specifically prohibits illicit payments to government officials, representatives of public authorities, or their associates, families, or close acquaintances.



- 13.2 Neither party shall offer or provide, directly or indirectly, any undue gifts or benefits—whether monetary or otherwise—to any employee, representative, or third party acting on behalf of the other party, nor shall they accept such from any such party with respect to the negotiation, conclusion, or performance of the Contract.
- 13.3 Each party shall promptly inform the other party upon becoming aware of or suspecting any instances of corruption in connection with the negotiation, conclusion, or performance of the Contract.

14 Force Majeure

Takara shall not be liable to Client for any loss or damages which may be suffered by Client as a direct or indirect result of the supply of Licenses and Services by Takara being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond Takara's reasonable control including but not limited to acts of God, war, riot, strike, lock-out, fire, flood, and storm.

15 Term, Termination and Survival

- 15.1 The Contract, inclusive of these Terms, becomes effective upon execution, submission of a signed Contract, or delivery of the Services/Licenses, as applicable, and shall remain in force until terminated in accordance with the provisions herein.

Takara reserves the right to terminate any Contract or modify the Terms herein at its discretion and for any reason, upon providing thirty (30) days' prior written notice to the other party. The terms and conditions of these Terms shall survive any termination of a Contract until its expiration.

- 15.2 Either party may immediately terminate the Terms or any Contract hereunder by providing written notice to the other party if: (a) the other party commits a material breach of any of its obligations under the Terms or the applicable Contract, which remains uncured for thirty (30) days following written notice thereof; or, in the event of a breach not feasibly curable within thirty (30) days, the breaching party fails to take action to remedy the breach within said thirty (30) day period; (b) the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they become due, or admits its inability to pay its debts, or becomes involved in any proceedings related to debt rescheduling, creditor arrangements, winding-up procedures, or a moratorium; (c) a party becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; (d) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied against, the whole or any part of the other party's assets, and such attachment or process remains unresolved for more than ten (10) Business Days; or (e) the other party suspends or ceases, or threatens to suspend or cease, the conduct of all or a substantial portion of its business operations.
- 15.3 Sections 1, 2, 5.7, 6, 7, 8, 9, 11, 12, 13, 15, 16 and 17 will survive any termination of these Terms.

16 Jurisdiction and Governing Law

- 16.1 The Contract, including any dispute or claim arising out of or relating to it, its subject matter, or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England. Such governing law shall apply to the exclusion of any relevant rules on conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes.

17 General

- 17.1 The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of the remaining provisions herein.
- 17.2 All notices and other communications required or permitted to be served or given shall be in writing.

The failure of Takara to enforce any provision of these Terms shall not constitute a waiver of such provision, nor shall it affect Takara's right to enforce such provision at a later time.



- 17.3 Any heading, caption, or paragraph title contained in these Terms is included for convenience only and shall not be deemed to define or explain any paragraph or provision herein.
- 17.4 Nothing in these Terms or any Contract shall be construed as establishing a partnership or joint venture between the parties, nor shall it render any party an agent of another party or authorize any party to make commitments on behalf of another party.
- 17.5 These Terms, together with the Contracts, constitute the entire agreement between the parties regarding the subject matter herein and supersede all prior agreements and understandings.