

## **Agreement for the Provision of the Trial Version of SensorShutterSDK**

pop inc. (hereinafter referred to as the “Rights Holder”) and \_\_\_\_\_ (hereinafter referred to as the “User”) hereby enter into the following agreement regarding the provision of the “SensorShutterSDK Trial Version” by the Rights Holder to the User for the purpose of prototype development.

### **Article 1 (Provision of the “SensorShutterSDK Trial Version”)**

The Rights Holder will provide the User with the “SensorShutterSDK Trial Version,” free of charge, for the purpose of prototype development.

### **Article 2(Prohibited matter)**

The User shall be prohibited to perform alteration, disassemble, decompile, or other source analysis of the “SensorShutterSDK Trial Version” and, the “SensorShutterSDK Trial Version” is not allowed to be transferred, sold to the third party, or offered as collateral.

### **Article 3(Confidential Information)**

1 “Confidential Information” shall mean (i) the terms and conditions of this Agreement and (ii) the information which is disclosed to the Receiving Party by the Disclosing Party in any manner, whether orally, visually or in tangible form (including but not limited to in writing) in connection with the Purpose.

2 Notwithstanding the foregoing Paragraph, Confidential Information shall not include the following: (i) any information that is publicly known at the time of the disclosure; (ii) any information that becomes publicly known through no breach of this Agreement after the disclosure; (iii) any information that is known by the Receiving Party at the time of the disclosure; (iv) any information that has legally been obtained by the Receiving Party from a third party as to which information the Receiving Party owes no confidentiality obligation; or (v) any information that has been independently developed by the Receiving Party without reference to or use of Confidential Information disclosed by the Disclosing Party.

### **Article4 (Confidentiality)**

1 The Receiving Party shall manage the Confidential Information with the same degree of care as that of a prudent manager, and shall not disclose or divulge any Confidential Information to any third party without the prior written approval of the Disclosing Party.

2. The Receiving Party shall use the Confidential Information only for purposes directly related to the Purpose, and shall not use such Confidential Information for any other purposes without the prior written approval of the Disclosing Party.

### **Article 5 (Carrying Out Prototype Development)**

The User shall not outsource any part or all of the work related to the development of this prototype to any third party without the prior written consent of the Rights Holder.

### **Article 6 (Prohibition on Use Other Than for Intended Purposes)**

The User shall not use relevant information derived from the provision of the “SensorShutterSDK Trial Version” by the Rights Holder for any purpose other than the development of this prototype, and shall not use it for other purposes, such as joint research with a third party, without the prior written consent of the Rights Holder.

### **Article 7 (Measures to be Taken After the End of the Prototype Development Period)**

In the event that prototype development has been completed or suspended, Party B will promptly notify the Rights Holder in writing and promptly return the source code of the “SensorShutterSDK Trial Version” provided by the Rights Holder, as well as all related data, documentation, relevant information, further prototypes in development, and other materials, in accordance with the instructions of the Rights Holder.

### **Article 8 (Reporting the Results of the Prototype, and Handling After the Termination of this Agreement)**

The User shall handle the details of this prototype development, results, achievements, and information in accordance with the following Items.

(i) In the event that prototype development has been completed or suspended, the User shall promptly submit a prototype development report which lists development details, results, achievements, and other information to the Rights Holder.

(ii) If the User has obtained results such as inventions, devices, improvements, know-how, etc., in the course of the development of this prototype (hereinafter referred to as “Results”), which are derived from or based on the “SensorSutterSDK Trial Version,” the User shall immediately notify the Rights Holder about the details of those matters.

However, the Rights Holder shall not disclose the results of this prototype development and the Results received from the User to a third party without the prior written consent of the User.

(iii) The right to obtain a patent and the ownership of patent rights, etc. based on the Results shall be shared by the Rights Holder and the User, and in the event that the Rights Holder and the User will proceed with filing a patent application, etc., they shall make a separate joint filing agreement.

(iv) In the event that either the Rights Holder or the User grants a license or assigns its share of intellectual property rights, including the right to obtain a patent and patent rights, to a third party, the written consent of the other party as a joint owner must be obtained in advance.

(v) With regard to the previous Item, in cases where one party grants a license (a non-exclusive license or the establishment of exclusive license rights) to a third party, based on the consent of the other party, for the relevant intellectual property rights that involve joint ownership, they must take measures so that the other party can implement said intellectual property rights to the extent necessary for the other party’s own research and development activities.

(vi) After the development of this prototype is complete, the User will promptly consider introducing this technology into the products manufactured by the User, and a License Agreement, etc. shall be separately negotiated between the Rights Holder and the User.

### **Article 9 (Responsibilities of the User)**

In the event that the User causes damage to a third party as a result of use derived from this trial version, the User shall be responsible for compensating for the relevant damage, and shall exempt the Rights Holder from responsibility for such damage.

### **Article 10 (Changes to Plans)**

In the event of any changes to the Prototype, the User shall promptly inform the Rights Holder of such changes in writing.

### **Article 11 (Validity Period of this Agreement)**

This Agreement shall become effective on the day this memorandum of understanding is

signed, and remain in effect until this prototype is completed (yy/mm/dd). However, the provisions of Article 3, Article 4, and Article 8, Item (ii) shall remain in effect for another three (3) years after the termination of this memorandum of understanding. The provisions of Article 8, Items (i) and (vi), shall remain in effect until the termination date for the obligations to be fulfilled which are set forth in said provisions, and the provisions of Article 2, Article 7, and Article 8, Items (iii), (iv) and (v), shall remain in effect even after the termination of this memorandum of understanding, without any time limit.

**Article 12 (Governing Law)**

This Agreement shall be construed and governed by the laws of Japan.

**Article 13 (Jurisdiction)**

In the event any dispute arises in connection with this agreement between both parties and is to be resolved through court proceedings, the parties consent to exclusive jurisdiction and venue in the Tokyo District Court.

**Article 14(Good faith consultation)**

Any matters not addressed in this Agreement, or any doubt or uncertainty with respect to this Agreement, shall be determined or resolved through good faith consultation between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate and each party shall keep one of the originals.

Date:00/00/0000

**Contact Information.**

Company name of Rights Holder: pop inc.

Representative :

Position :

Address :

Telephone : +000-000-000-000 (Mobile : +00-00-0000-0000)

E-mail :

Company name of User:

Representative :

Position :

Address :

Telephone : +000-000-000-000 (Mobile : +00-00-0000-0000)

E-mail : @

(Rights Holder: Signature) \_\_\_\_\_

(pop inc. / Founder, CEO)

(User: Signature) \_\_\_\_\_

( / )

(Appendix)

|  |  |
|--|--|
| Objective                                    | Prototype development, product testing   |
| Content provided                             | SensorSutterSDK_v0.9.1, SensorSutterCameraSDK_v0.9.1 <ul style="list-style-type: none"><li>• Installation media (including source code for sample apps)</li><li>• Developer Guide and References</li></ul> |
| Quantity                                     | 1  |
| Duration of product development              | Date of agreement signing ~ yyyy/mm/dd   |
| Person responsible for prototype development | xxxx   |