

Agreement on the Usage of Rakuten Data

This Agreement on the Usage of Rakuten Data (“Agreement”) is made and entered into as of Month, Day, 20xx by and between Rakuten Group, Inc., a Japanese company having its principal place of business at 1-14-1 Tamagawa, Setagaya-ku, Tokyo, Japan (together with its subsidiaries and affiliates, collectively referred to as “Rakuten”), and , an organization having its principal place of business at (“Researcher”), hereafter individually referred to as the “Party” and collectively as the “Parties,” regarding the usage of Data (as defined below).

1. Data

1. “Data” shall mean the data made available by Rakuten in any form containing the data described below. The method of distribution of the Data will be identified by Rakuten.
 - “Rakuten Ichiba” product data and review data
 - “Rakuten Travel” facility data and review data
 - “Rakuten GORA” facility data and review data
 - Other data Rakuten decides to offer at its own discretion
2. The distribution process of the Data shall be conducted by the method defined by Rakuten. The cost of the distribution shall be free of charge for the Researcher only if the distribution was conducted by the method defined by Rakuten. If the Researcher is willing to receive the Data by other methods and Rakuten agrees to such procedure, the Researcher may be responsible for the actual cost of distribution.
3. The Data shall be treated as confidential information and Researcher shall keep, manage and utilize the Data with the same degree of care in maintaining the confidentiality of the Data as it uses with respect to its own information that is regarded as confidential and/or proprietary, but in any case shall at least use a reasonable degree of care.

2. Intellectual Property Rights

All intellectual property rights associated with the Data, including but not limited to patent rights, copyrights, trademarks, know-how and any and all other rights

(collectively referred to as “Intellectual Property Rights”), shall remain the property of Rakuten or any licensors which Rakuten has obtained the right to sublicense such Data from.

3. Usage of the Data

1. The Researcher shall be able to use the Data only for the scientific research purpose of the Researcher (hereafter “Purpose”). The Researcher may only share the Data with the representative of the project who share a common research interest in line with the Purpose and such representative’s project members (collectively known as “Project Representative,” specified below), except for the limited purpose of scientific publication as defined in Clause 4. The Researcher may not share Data with any other third parties without prior written consent from Rakuten.
 - a. “Project Representative” is as follows:
 - (1) Organization:
 - (2) Name:
2. The Researcher and Project Representative shall not copy or reproduce this Data beyond the necessity of the Purpose without prior written consent from Rakuten.
3. If a collaborator of the Researcher or Project Representative, whose affiliation or organization is not the Researcher (“Collaborator”), wants to use the Data, the original organization of the Collaborator must execute an agreement with Rakuten in order to receive the Data from the Researcher or Rakuten.

4. Public Presentation Using this Data

1. Researcher may make public presentations utilizing the Data (“Public Presentation”), provided that the Researcher must notify Rakuten the earlier of at least 10 days prior to the date of the submission of the presentation or 30 days prior to the date of the Public Presentation. The notification by the Researcher to Rakuten shall include presentation content, date, place and any other important information regarding the Public Presentation.
2. Rakuten reserves the right to reject the presentation or request revisions based on the view of fairness and appropriateness. The Researcher is responsible for complying with such request to proceed with the Public Presentation.
3. It is the duty of the Researcher to exclude information which can identify an individual or organization from the Data in Public Presentations.

4. It is the duty of the Researcher to exclude information which infringes on the rights of a third party.
 - a. For the purposes of this Clause 4, “third party” means merchants, customers, users, reviewers and any other party included in or involved with the Data.
 - b. For the purposes of this Clause 5, “rights” means copyright, trademark rights, intellectual property rights, honor, privacy and any other rights of anyone included in or involved with the Data.
5. The Researcher shall make it explicit in the Public Presentation that the Data used in the presentation is data provided by Rakuten in the manner Rakuten instructs to the Researcher in writing.

5. Report

1. Upon request by Rakuten, the Researcher shall make a report regarding the usage of the Data in the format designated by Rakuten (“Report”).
2. The Researcher shall make the Report in a timely manner. In case the Report includes incorrect information or the Researcher cannot make the Report in a timely manner, Rakuten reserves the right to terminate the usage of the Data without any limitation.

6. The Rights of the Research Activity

The intellectual property rights of the research conducted by the Researcher solely belongs to the Researcher. If Rakuten is willing to use the research results conducted by the Researcher, the Parties shall discuss the matter in a cooperative and collaborative manner.

7. Term

1. This Agreement shall continue for one (1) year from the Effective Date (“Term”). If neither Party expresses intent to terminate this Agreement by one (1) month before the end of the Term, this Agreement shall continue automatically for one additional year, and likewise thereafter.
2. Clauses 6, 8, 9, 11 and 12 shall survive and apply to both Parties after the termination of this Agreement.

8. Termination and Return/Destruction of the Data

1. Rakuten reserves the right to terminate this Agreement at any time.
2. Upon the expiration or termination of this Agreement for any reason, the Researcher shall return the Data to Rakuten and delete all copies and the products produced partially or entirely from the Data. The Researcher shall notify the completion of the deleting process to Rakuten in a written form.

9. No Warranty and Remedy

1. The Data will be provided “as is” without any warranties of any kind, whether express or implied, as to the accuracy, completeness or reasonableness of the Data.
2. Rakuten shall not be liable for any loss and damage due to the use of the Data by the Researcher.
3. Rakuten shall be entitled to seek equitable relief, including specific performance, in the event of any breach of this Agreement by the Researcher. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

10. Indemnification

1. The Parties agree that the Data includes confidential information of Rakuten, and the Researcher shall be fully responsible for any loss, damage or harm of Rakuten by any breach of this Agreement by the Researcher, unless Rakuten attests that the damage or harm is not the fault of Researcher.
2. The Researcher is liable for the damages caused by the Researcher due to the violation of the Agreement. Liability shall include all costs, such as lawyers’ fees, for resolving the dispute.
3. Any third party claim or dispute caused by the activities of the Researcher, including the Public Presentation or any violation of the Agreement, shall be resolved by the Researcher. If the third party claim or dispute causes damage to Rakuten, the Researcher shall be held liable for the damages and any expenses related to dispute resolution, including lawyers’ fees.

11. No Transfer of Rights

The Researcher may not assign or otherwise transfer this Agreement or any rights granted under this Agreement or any portion or derivative of the rights granted under this Agreement to a third party without the prior written approval of Rakuten.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Japan without reference to conflict of law principles. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

13. Miscellaneous

1. This Agreement supersedes any prior agreements between the Parties concerning the subject matter herein and constitutes the sole agreement between the Parties.
2. No amendments to or modifications of this Agreement shall be effective unless confirmed in a writing signed by the duly authorized representatives of each Party.
3. In the event that any provision of this Agreement is held in any extent to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
4. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
5. Each Party will comply with applicable laws and regulations regarding the use, transfer and disclosure of technical information, including but not limited to, the Foreign Exchange and Trade Act of Japan and its equivalent laws and regulations in other countries that are applicable.

IN WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives via electronic signature, and each Party shall retain a copy thereof. The execution date shall be the date on which the later of the Parties execute this Agreement (in case of electronic signature, the later of the timestamps).

Rakuten Group, Inc.

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By:

By:

Name:

Name:

Title:

Title:

Date:

Date: