

Agreement on the Usage of Rakuten Data

This Agreement on the Usage of Rakuten Data (“Agreement”) is made by and between Rakuten Inc. (“Rakuten”) and all participants (individually “Participant” or collectively “Participants”) of the 2018 Data Science Competition (“Competition”). This Agreement shall govern the use of Data (as defined in Clause 1) and Participants shall agree to the terms and conditions set forth herein.

1. Rakuten Data (this Data)

“Rakuten Data” (“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 Recipe”, product data and image data
- Other data Rakuten decides to offer

2. Copyright

1. The Participants recognize and acknowledge that all intellectual property rights, including but not limited to copyright, of the Data belongs and shall remain that of Rakuten or any other licensors of the Data.
2. The Participants shall not acquire any rights in the Data as a result of the uses set forth herein, The Participants shall not, directly or indirectly, during the Term (as defined in Clause 7) or thereafter, attack Rakuten or any other licensor of the Data’ ownership of the Data, aid or abet anyone else in doing so, use the Data for any use other than the Purpose (as defined in Clause 3), or authorize the use of Data by any third party.

3. Usage of this Data

1. Rakuten grants to the Participant the non-exclusive, revocable, unassignable, non-transferable use the Data only for the purposes necessary and approved by Rakuten during the 2018 Data Science Competition (“Purpose”).
2. The Participants shall not copy or reproduce this Data beyond the necessity of the Purpose without the prior written consent of Rakuten.
3. Except for cases as defined in the Clause 4, the Participant may not disclose the Data to any third party

4. Public Presentation using this Data

1. Use of the Data for public presentations during the Competition (“Presentations”) by the Participant is granted provided that the Participant has notified Rakuten either within 10 days prior to the date of the submission of the presentation OR 30 days prior to the date of the Presentation, whichever the earlier. The notification by the Participant to Rakuten shall include Presentation contents, date, place and any other materially relevant information regarding the Presentation. Rakuten reserves the right to reject the Presentation or request revisions based on the view of fairness and appropriateness, at its sole discretion. The Participant is obligated to comply with the request in order to make the Presentation.
2. It is the duty of the Participant to exclude information which could identify an individual or organization from the Data included in a Presentation.
3. It is the duty of the Participant to exclude information which infringes on a third party’s

rights. Here, third parties include merchants, customers, users, reviewers and any other party who has rights directly or indirectly in the Data. The rights includes but is not limited to intellectual property rights such as copyrights and trademark rights, , honor, privacy and any other rights of anyone involved directly or indirectly in the Data.

4. In the manner Rakuten instructs to the Participant in a written form, the Participant shall make it explicit in the Presentation that the Data used in the Presentation is data provided by Rakuten.

5. Report

1. Upon the request of Rakuten, the Participant shall make a report regarding the usage of the Data in a format designated by Rakuten ("Report").
2. The Participant shall make the Report in a timely manner. If the Report includes incorrect information or the Participant does not make the Report in a timely manner, Rakuten reserves the right to immediately terminate the usage of the Data without notice and without any limitation.

6. The Rights relating to the Competition activity

The intellectual property rights of the Competition activity concluded by the Participant solely belongs to Rakuten. The Participant acknowledges and agrees to assist and cooperate with Rakuten in all processes necessary to transfer any and all intellectual property rights to Rakuten. If Participant would like to use the results that include information from Data, the Parties shall discuss the matter in a cooperative and collaborative manner.

7. Term

This Agreement shall begin on _____ and continue until MONTH DATE, 2019.

8. Confidentiality

The Participant agrees that the Data and any works derived from it shall be considered confidential information ("Confidential Information"). The Participant shall treat all Confidential Information at no less than a reasonable standard of care. Confidential Information shall not include information or materials that is or becomes part of the public domain without violation of this Agreement by the Participant.

9. Termination

1. The Participant shall delete all copies and the products produced partially or entirely from the Data.
2. If the Participant violates the Agreement, or in other circumstances deemed necessary by Rakuten at its sole discretion, Rakuten reserves the right to terminate this Agreement without notice and without any limitation. The previous clause applies in the case of any form of termination.
3. The Participants' obligations set forth in Article 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, and 14 shall survive the termination of this Agreement.

10. No Warranty and Remedy

1. The Data shall 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 or damages due to the use of the Data by the Participant.
3. Rakuten shall be entitled to seek equitable relief, including and specific performance, in the event of any breach of this Agreement by the Participant. 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.

11. Indemnification

1. Each Party agrees that the Data includes Confidential Information and the Participant shall be fully responsible for any loss, damage or harm of Rakuten by any breach of this Agreement by Participant unless Rakuten attests that the damage or harm is not its own fault.
2. The Participant is liable for the damages caused by the Participant due to violation of the Agreement. The liability includes all costs, including the lawyers' fees in order to resolve the dispute.
3. Any claim or dispute caused by the activities, including the public presentation or any violation of the Agreement, conducted by the Participant shall be solved by the Participant. In case the claim or dispute causes damages to Rakuten, the Participant is liable for the expenses of all damage, including lawyers' fees.

12. Prohibit of Transfer

The Participant shall not transfer the rights of the Agreement or any portion or derivative of the rights of the Agreement to a third party without prior written permission by Rakuten.

13. Governing Law and Jurisdiction

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

14. Miscellaneous

1. This Agreement supersedes any prior agreements between the Parties concerning the subject matter herein.
2. No amendments to or modifications of this Agreement shall be effective for any purpose unless confirmed in writing and signed by each Party.
3. In the event that any provision of this Agreement shall be held to any extent to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
4. Nothing in this Agreement shall be construed to place the parties in a relationship of partners or joint venturers, and does not create an employer-employee relationship. Neither party shall have the power to obligate or bind the other to a third party in any manner whatsoever.

By signing the below, the Participant acknowledges that Participant has read, understands, and agrees to the terms and conditions set forth in this Agreement.

Name _____ / /
Date