

Service Grid Agreement

This Service Grid Agreement (the “Agreement”) is concluded between the Service Grid Operator (the “Operator”) and the Service Grid User (the “User”), as identified on the last page of the Agreement.

Article 1 Definitions

1. The “Service Grid” means a software infrastructure designed to accumulate and share Web services. The “Service Grid Software” means the Service Grid Server Software developed by the National Institute of Information and Communications Technology, as well as any of its derivative software. The “Operator’s Service Grid” means the Service Grid that is operated by the Operator.
2. The “Operation Entity” means a group or a department within the organization of the Operator that operates the Operator’s Service Grid in line with the Agreement. The “User Entity” means a group or a department within the organization of the User that uses the Operator’s Service Grid in line with the Agreement.
3. The “Associated User” means a user, including the User, who is licensed to use the Operator’s Service Grid by the Operator under the terms of the Agreement herein. The “Affiliated Operator” means an Associated User that operates its own Service Grid under the terms of the Agreement herein, except for the governing law. The “Affiliated User” means a user that is licensed to use the Service Grid by the Affiliated Operator under the terms of the Agreement herein, except for the governing law.
4. The “Resource” means data or software, which is used through the Web services that are accumulated in the Operator’s Service Grid. The “Provided Resource” means a Resource that is registered in the Operator’s Service Grid by the User.
5. The “Atomic Service” means a Web service that is compliant with the specifications required by the Service Grid Software and that is realized by the procedures that allow the use of the Resources (the “Wrapper”). The “Provided Atomic Service” means an Atomic Service that uses a Provided Resource and that is registered in the Operator’s Service Grid by the User.
6. The “Composite Service” means a Web service that is realized by the procedures that invoke Atomic Services (the “Workflow”). The “Provided Composite Service” means a Composite Service that is registered in the Operator’s Service Grid by the User. An Atomic Service and a Composite Service are collectively called “Service,” and a Provided Atomic Service and a Provided Composite Service are collectively called “Provided Service.”
7. The “Terms of Service Use” means the terms and conditions that Associated Users and

Affiliated Users must comply with when using Services. “License Conditions” means the conditions that the Associated Users and the Affiliated Users must comply with when using Resources.

8. The “Application System” means a system that is provided by the User and that allows users of the system to indirectly access Services without knowing the ID and password of the Operator’s Service Grid.
9. “Under Client Control” means the status where the terminals of the users of an Application System are under the control of the User who provides the Application System or where the User who provides the Application System is able to identify each user of the Application System. In all cases, the User who provides the Application System must maintain the technical measures to fully grasp at any time the status of use of the Application System at each terminal and/or by each user, and to have the technical and legal authority to suspend the use as necessary.
10. “Under Server Control” means the status where the server used for operating an Application System is under the control of the User who provides the Application System, while the Application System is not Under Client Control. In this case, the User who provides the Application System must maintain the technical measures to fully grasp at any time the status of use of the Application System’s server and have the technical and legal authority to suspend the server as necessary.
11. “Non-profit Use” means (i) the use by public institutions and non-profit organizations for their main activities or (ii) the use by companies and organizations other than public institutions and non-profit organizations for their corporate social responsibility activities. “Research Use” means the use for research that does not directly contribute to commercial profit. “Commercial Use” means the use for purposes which aim to directly or indirectly contribute to commercial profit.
12. The “Statistics of Use” means the statistical information on the use of Services by each Associated User and Affiliated User that the Operator records. The Statistics of Use shall not include any transferred data or personal information regarding the senders of data.

Article 2 Conclusion of the Agreement

1. At the time of the conclusion of the Agreement, the User shall complete the blank items on the last page of the Agreement. In the event of a change in any information on the last page, the User shall promptly notify the Operator of such change. The Operator shall have the right to disclose to the public the information provided by the User on the last page of the Agreement.
2. The User shall disclose to the public a summary of the User’s activities or research conducted using the Operator’s Service Grid; this shall be published on the website of the User or the User Entity.

3. The Operator shall provide the User with the ID and initial password necessary to use the Operator's Service Grid. The User shall securely maintain this ID and this password. The User shall change the password without delay when instructed to do so by the Operator.

Article 3 Registration of Resources and Services

1. The User allows the use of its Resources and Services to Associated Users and Affiliated Users by registering them in the Operator's Service Grid with the Operator's approval. The User shall have ownership of Provided Resources, Provided Services, and the Wrappers and Workflows that realize the Provided Services, or shall have the authority to allow third parties to use them.
2. The User shall be responsible for the maintenance of its Provided Resources and Provided Services, the development and maintenance of the Wrappers and Workflows, that realize the Provided Services and the maintenance of the connection between the Provided Services and the Operator's Service Grid, and any necessary expenses.
3. The User shall expressly provide the information on copyright and other intellectual property rights of a Provided Resource (in the event that the User is granted license by a third party to the Provided Resource, such information shall be included), the Terms of Service Use, and the License Conditions; the User shall state the above information in the profile of the Provided Resource and Provided Service. The Operator shall take technical measures to allow the Associated Users and the Affiliated Users to check such information before the use of the Provided Service.
4. The User may unregister a Provided Resource and a Provided Service in the Operator's Service Grid at any time, for any reason, without terminating the Agreement and without notice to the Operator. However, the User shall make best efforts to notify the Operator of the unregistration in advance.

Article 4 Service Provision

1. The User may set out the Terms of Service Use of each Provided Service, which include:
 - (i) restrictions on users who may be licensed to use the Service (including the permission/prohibition of the use by the Associated User and the Affiliated User);
 - (ii) restrictions on the purpose for which the Service may be used (including the permission/prohibition of Non-profit Use, Research Use, and Commercial Use);
 - (iii) restrictions on the type of control adopted for an Application System that uses the Service (including permission/prohibition of the use Under Client Control or Under Server Control);
 - (iv) restrictions on the number of times that the Service may be accessed and the amount of data that may be downloaded from the Service.

2. The Operator shall make reasonable efforts to take the technical measures to limit the use of a Provided Service by Associated Users and Affiliated Users in accordance with the Terms of Service Use set out by the User. However, the Operator shall have no obligation regarding the monitoring of compliance with the Terms of Service Use, and have no liabilities for any damages arising from the violation of the Terms of Service Use.
3. In the case where the User allows Affiliated Users to use a Provided Service, the User shall understand that the Affiliated Users may use the Provided Service under a different governing law.
4. The User may receive from Associated Users or Affiliated Users fees for its use of a Provided Service, by separately concluding an agreement that establishes the payment of the fees with the Associated Users or the Affiliated Users. In no event will the Operator be involved in such fee agreement, nor have any obligation or liability with respect to such agreement.
5. The Operator shall take technical measures to provide the User with the Statistics of Use of Provided Services. In the event that the User wishes to obtain information on the use of the Provided Services other than the Statistics of Use, the User shall separately conclude an agreement that establishes the provision of such information with the Associated User and the Affiliated User. In no event will the Operator be involved in such agreement, nor have any obligation or liability with respect to such agreement.

Article 5 Service Use

1. The User may use Resources and Services in compliance with the License Conditions and the Terms of Service Use.
2. At every time the User uses Services, the User shall specify the purpose for which the User will use the Services as one of the following: Non-profit Use, Research Use, or Commercial Use.
3. The User shall understand and agree that the Statistics of Use of the User will be provided to the Service's provider by the Operator.
4. The User may provide an Application System to an arbitrary third party in a way falling within the conditions of Under Client Control or Under Server Control, in line with the Terms of Service Use. The User shall have the Application System's user comply with the Terms of Service Use and the License Conditions of the Services and Resources that are used through the Application System.

Article 6 Operation of the Service Grid

1. The Operator may prohibit the Commercial Use of all Services by the User by specifying this on the last page of the Agreement.
2. The Operator may, at any time, temporarily or permanently, suspend all or any part of the

Operator's Service Grid for any operational or technical reasons, or to comply with laws or regulations, by giving notice to all Associated Users.

3. In the event that the Operator wishes to modify the terms of the Agreement, the Operator shall give a one-month prior notice to the User. In the event that the User accepts the modification, or that the one-month period passes without the User giving any response to the Operator, the Agreement shall be modified in accordance with the notice given by the Operator to the User at the end of the one-month period.
4. In the event that the User refuses the modification proposed by the Operator with notification, the Agreement shall be terminated. In the event that the User falls within an Affiliated Operator, the User shall choose either to modify the agreements with all of its Affiliated Users to the same terms proposed by the Operator, or to terminate the Agreement.
5. All notices from the Operator will be given in writing, by e-mail, or on the website of the Operator. The notice may be given on the website of the Operator provided that neither a notice in writing nor by e-mail is practical.
6. The Operator does not warrant any accuracy, security, or usability of Services or the results from the use of Services, and is not liable for any direct or indirect damages arising out of the use of the Operator's Service Grid. The Operator has no liability for any disputes between the User and third parties arising out of or in relation to the use of the Operator's Service Grid.

Article 7 General

1. The Agreement shall be effective as of the date on which both parties sign on the last page of the Agreement and continue in full force and effect until terminated.
2. Each party may terminate the Agreement, at any time, for any reason, with notice to the other party. Upon termination of the Agreement, the Operator shall unregister all Provided Resources and Provided Services from the Operator's Service Grid, and the User shall cease its use of the Operator's Service Grid (including the use of Services and Resources, and the provision of Application Systems).
3. The Agreement shall be governed by, and interpreted in accordance with, the laws of the jurisdiction where the Operator is located. In the event of any dispute between the Operator and the User arising out of or in relation to the Agreement, the parties consent to the exclusive jurisdiction of a court located in the jurisdiction where the defendant in the dispute is located.

[Service Grid Operator]

Corporate Name of Operator	
Corporate Address	
Name of Operation Entity	
Operation Entity's Address	
Operation Entity's Website	
Operation Entity's Representative	
Operation Entity Representative's E-mail	
Operation Entity's Contact E-mail	
Authorized Signature	
Signed Date	
<input type="checkbox"/> Any Commercial Use of the Service by the User is prohibited (Article 6, Paragraph 1.)	

[Service Grid User]

Corporate Name of User	
Corporate Address	
Name of User Entity	
User Entity's Address	
User Entity's Website	
User Entity's Representative	
User Entity Representative's E-mail	
User Entity's Contact E-mail	
Authorized Signature	
Signed Date	