

## Comparative Table for the Revision for FLIP Consortium Overseas Membership Terms and Conditions

Article:	Before the revision:	After the revision:
Article 2. Definitions	5. The “Overseas Membership” shall be granted to the Overseas Member subject to the provisions of these Terms and Conditions. The rights of Overseas Member as set forth in Article 6 shall be only effective in and shall be limited to each country or region-equivalent (as adopted by the Olympic Games) where the Overseas Member resides or the principal office of the Overseas Member is located. The rights of Overseas Member as set forth in Article 6 shall be only effective in and shall be limited within the Overseas Juridical Person of the Overseas Member, excluding subsidiaries, affiliates or group companies of the Overseas Member.	5. The “Overseas Membership” shall be granted to the Overseas Member subject to the provisions of these Terms and Conditions. The rights of Overseas Member as set forth in Article 6 shall be only effective in and shall be limited to each country or region-equivalent (as adopted by the Olympic Games) where the Overseas Member resides or the principal office of the Overseas Member is located. The rights of Overseas Member as set forth in Article 6 shall be only effective in and shall be limited within the Overseas Juridical Person of the Overseas Member, excluding subsidiaries, affiliates or group companies of the Overseas Member. <b><u>In addition, the rights of Overseas Member as set forth in Article 6 shall be only effective in and shall be limited within the Overseas Juridical Person of the Overseas Member, excluding any counterparty that has a contractual relationship with the Overseas Member such as a commission, consignment or contract, and any organization such as joint research or joint ventures, even if the Overseas Member is directly involved or participates in the contractual relationship, joint research, or joint venture.</u></b>
Article 3. Admission, Readmission and Change to Overseas Membership	5. In the event the Overseas Member wishes to change its membership due to loss of eligibility set forth in (3) (d) of Article 14 and Article 13 (4) of the Articles of Incorporation because of change to an individual in Japan or a juridical person in Japan defined in Item 2 of Article 6 of the Articles of Incorporation, the Overseas Member can apply for change of its membership to User Member by submitting the Application Form for Change of Membership. The qualification and examination requirements for change of membership to User Member shall be set forth in “FLIP Consortium User Membership Terms and Conditions (the “User Member Terms and Conditions”).	5. In the event the Overseas Member wishes to change its membership due to loss of eligibility set forth in (3) (d) of Article 14 and Article 13 (4) of the Articles of Incorporation because of change to an individual in Japan or a juridical person in Japan defined in Item 2 of Article 6 of the Articles of Incorporation, <b><u>the qualification and examination requirements, and procedures of application to change of membership shall be as specified in Items 2, 5 and 7 of Article 3 in the “FLIP Consortium User Membership Terms and Conditions” (the “User Member Terms and Conditions”).</u></b>

Article:	Before the revision:	After the revision:
Article 6. Rights of the Overseas Member	<p>1. The Overseas Member is entitled to receive the FLIP Member Service as follows:</p> <p>(1) The Overseas Member is entitled to receive (i) a limited, non-exclusive, non-transferable right to use the FLIP Programs, the manuals, the related documentation or portions thereof (either in English or Japanese according to the Overseas Member's choice) and any related updates, and (ii) the Protection Key. For the avoidance of doubt, the Overseas Member is not entitled to receive the source code, but will receive 10 licenses in the load modules of the FLIP Programs;</p>	<p>1. The Overseas Member is entitled to receive the FLIP Member Service as follows:</p> <p>(1) The Overseas Member is entitled to receive <b><u>(i) a limited, non-exclusive, non-transferable right to use the FLIP Programs, the manuals, the Protection key, the related documentation or portions thereof (either in English or Japanese according to the Overseas Member's choice) and any related updates, and (ii) 10 licenses in the load modules of the FLIP Programs and unlimited licenses for the related programs except for FLIPGEN, FLIPSIM and FLIPCSIM which require FLIP ROSE® Program or FLIP TULIP® Program for execution (For the avoidance of doubt, the Overseas Member is not entitled to receive the source code);</u></b></p>
Article 8. Obligations of the Overseas Member	<p>1. The Overseas Member shall undertake the following obligations under these Terms and Conditions;</p> <p>(1) The Overseas Member shall not transfer all or any parts of its membership, rights or obligations under these Terms and Conditions to any third party for any reasons including reorganization such as merger;</p> <p>(2) The Overseas Member shall not transfer the duplicate of any items or services provided by the FLIP Consortium pursuant to these Terms and Conditions including, but not limited to, the FLIP Programs, the manuals, the Protection Key, the related documentation and the Q&amp;A Service (collectively, "All Member Service") to any third party nor permit any third party to use All Member Service during its membership and after loss of its membership;</p>	<p>1. The Overseas Member shall undertake the following obligations under these Terms and Conditions:</p> <p>(1) The Overseas Member shall not transfer all or any parts of its membership, rights or obligations under these Terms and Conditions to any third party for any reasons including reorganization such as merger. <b><u>In addition, the Overseas Member shall not transfer to any third party or authorize any third party to use any copy of the FLIP programs, manuals, other related documents, Q&amp;A service, or any other materials or services provided under these Terms and Conditions (hereinafter, collectively the "Member Service"), in whole or in part, whether during its membership and after loss of its membership, except with the prior written consent from the FLIP Consortium or the consent of the FLIP Consortium as provided in Item 2 of Article 21 of "FLIP Consortium General Membership Terms and Conditions" or "Regular Membership Terms and Conditions" regarding any derivative works of the FLIP programs improved or modified by the Regular Member or General</u></b></p>

Article:	Before the revision:	After the revision:
	<p>(3) The Overseas Member shall take all necessary measures for preventing any unauthorized transfer of All Member Service to any third party during its membership and after loss of its membership;</p> <p>(4) The Overseas Member shall not and shall not attempt to, reverse engineer, decompile, or disassemble all or any part of the FLIP Programs for any purpose or reason whatsoever; and</p> <p>(5) The Overseas Member shall not commit any act that infringes upon the rights of any third party, including but not limited to, copyrights, patent rights, or other intellectual property rights by use of the FLIP Programs.</p> <p>(None)</p>	<p><u>Member to enhance its functionality (the “Modified FLIP Programs”). Third parties herein include General Members, Regular Members, User Members, Special Advisors, and Advisors other than the relevant Overseas Member. The Overseas Member is obliged to submit all necessary information or documents relevant to the content of the contract between the Overseas Member and the third party upon the request of the FLIP Consortium in determining whether or not to grant consent;</u></p> <p>(2) The Overseas Member shall take all necessary measures for preventing any unauthorized transfer of part or all of the Member Service to any third party during its membership and after loss of its membership;</p> <p>(3) The Overseas Member shall not and shall not attempt to, reverse engineer, decompile, or disassemble all or any part of the FLIP Programs for any purpose or reason whatsoever;</p> <p>(4) The Overseas Member shall not commit any act that infringes upon the rights of any third party, including but not limited to, copyrights, patent rights, or other intellectual property rights by use of the FLIP Programs <u>or Modified FLIP Programs;</u></p> <p>(5) <u>The Overseas Member shall not, during its membership and after loss of its membership, (i) receive, purchase or borrow all or any parts of All Membership Service or any modified versions of the FLIP Programs from a third party other than the Overseas Member, or (ii) use all or any parts of All Member Service or any modified versions of the FLIP Programs received, purchased or borrowed from a third party other than the Overseas Member. The third parties other than the Overseas Member, as defined in this Item, include Regular Members, General Members, User Members, and Advisors of the FLIP Consortium other than the Overseas Member;</u></p>



Article:	Before the revision:	After the revision:
Article 13. Handling and Care of Protection Key, Log-in ID and Password; Breakage; Loss	8. The Overseas Member use its best efforts to pay attention to the proper care, handling, use, and maintenance of the Log-in ID and Password to the Member Website. If the Overseas Member has lost or misplaced the Log-in ID and Password, the FLIP Consortium will notify the Overseas Member of the Log-in ID and Password after receiving the request through the e-mail address of the Contact Person or the Q&A Person registered in the FLIP Consortium.	8. The Overseas Member use its best efforts to pay attention to the proper care, handling, use, and maintenance of the Log-in ID and Password to the Member Website. If the Overseas Member has lost or misplaced the Log-in ID and Password, the FLIP Consortium will notify the Overseas Member of the Log-in ID and Password after receiving the request, <u>in principle</u> through the e-mail address of the Contact Person or the Q&A Person registered in the FLIP Consortium.
Article 15. Rights and Obligations of Overseas Member after Loss of Membership	<p>7. The Overseas Member, who voluntary withdrew from membership wishes readmit to membership after change to an individual in Japan or juridical person in Japan defined in Item 2 of Article 6 of the Articles of Incorporation, can apply for admission to a General Member or User Member. The eligibility and examination requirement set forth in the “FLIP Consortium General and Regular Membership Terms and Conditions” or “User Membership Terms and Conditions” will apply at readmission to membership, and the member may not be entitled to the same qualifications and rights as the type of membership that it had before its voluntary withdrawal. Notwithstanding the Item 1. of Article15, the Overseas Members who voluntary withdrew from membership will be able to continue their own use of the FLIP Programs, manuals, protection key and any other related materials which had been provided during its membership, even after their loss of membership. However, in the event that the Overseas member has reached in any situation of (c) or (f) of Article 14. (3) after its voluntary withdrawal, the Overseas Member shall be no longer eligible for the use.</p> <p>8. The Overseas Member who lost its membership due to the reason as set forth in (e) of Article 14. (3) can apply for admission only to a General Member or User Member as a first-time applicant. The eligibility and</p>	<p>7. The Overseas Member, who voluntary withdrew from membership wishes readmit to membership after change to an individual in Japan or juridical person in Japan defined in Item 2 of Article 6 of the Articles of Incorporation, can apply for admission to a General Member or User Member. The eligibility and examination requirement set forth in the <u>“FLIP Consortium General Membership Terms and Conditions”, “Regular Membership Terms and Conditions”</u> or “User Membership Terms and Conditions” will apply at readmission to membership, and the member may not be entitled to the same qualifications and rights as the type of membership that it had before its voluntary withdrawal. Notwithstanding the Item 1. of Article15, the Overseas Members who voluntary withdrew from membership will be able to continue their own use of the FLIP Programs, manuals, protection key and any other related materials which had been provided during its membership, even after their loss of membership. However, in the event that the Overseas member has reached in any situation of (c) or (f) of Article 14. (3) after its voluntary withdrawal, the Overseas Member shall be no longer eligible for the use.</p> <p>8. The Overseas Member who lost its membership due to the reason as set forth in (e) of Article 14. (3) can apply for admission only to a General Member or User Member as a first-time applicant. The eligibility and</p>

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	requirement set forth in the “FLIP Consortium General and Regular Membership Terms and Conditions” or “User Membership Terms and Conditions” will apply at readmission to membership, and the member may not be entitled to the same qualifications and rights as the type of membership that it had before its voluntary withdrawal.	examination requirement set forth in the <b><u>“FLIP Consortium General Membership Terms and Conditions”, “Regular Membership Terms and Conditions”</u></b> or “User Membership Terms and Conditions” will apply at readmission to membership, and the member may not be entitled to the same qualifications and rights as the type of membership that it had before its voluntary withdrawal.
Article 31. Survival Clause	The Overseas Member shall agree to abide by the Articles 8, 11, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 29 and 31 of these Terms Conditions after loss of its membership as set forth in Article 14.	The Overseas Member shall agree to abide by the Articles 8, 11, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 29 and 31 of these Terms Conditions after loss of its membership as set forth in Article 14. <b><u>In the event that these Terms and Conditions terminate, the survival clauses as specified in this Article shall remain in effect.</u></b>
Supplementary provisions	(None)	<b><u>These Terms and Conditions are effective on and applied from September 4, 2024. However, for those who are the Overseas Members at the time of this revision, these Terms and Conditions shall be effective on September 4, 2024 and applied from October 5, 2024.</u></b>