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

Article:	Before the revision:	After the revision:
Article 2.	5. The "Overseas Membership" shall be granted to the Overseas Member	5. The "Overseas Membership" shall be granted to the Overseas Member subject
Definitions	subject to the provisions of these Terms and Conditions. The rights of	to the provisions of these Terms and Conditions. The rights of Overseas Member
	Overseas Member as set forth in Article 6 shall be only effective in and	as set forth in Article 6 shall be only effective in and shall be limited to each
	shall be limited to each country or region-equivalent (as adopted by the	country or region-equivalent (as adopted by the Olympic Games) where the
	Olympic Games) where the Overseas Member resides or the principal	Overseas Member resides or the principal office of the Overseas Member is
	office of the Overseas Member is located. The rights of Overseas	located. The rights of Overseas Member as set forth in Article 6 shall be only
	Member as set forth in Article 6 shall be only effective in and shall be	effective in and shall be limited within the Overseas Juridical Person of the
	limited within the Overseas Juridical Person of the Overseas Member,	Overseas Member, excluding subsidiaries, affiliates or group companies of the
	excluding subsidiaries, affiliates or group companies of the Overseas	Overseas Member. In addition, the rights of Overseas Member as set forth in
	Member.	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.
Article 3.	5. In the event the Overseas Member wishes to change its membership due	5. In the event the Overseas Member wishes to change its membership due to loss
Admission, Readmission	to loss of eligibility set forth in (3) (d) of Article 14 and Article 13 (4) of	of eligibility set forth in (3) (d) of Article 14 and Article 13 (4) of the Articles of
and Change to Overseas	the Articles of Incorporation because of change to an individual in Japan	Incorporation because of change to an individual in Japan or a juridical person
Membership	or a juridical person in Japan defined in Item 2 of Article 6 of the Articles	in Japan defined in Item 2 of Article 6 of the Articles of Incorporation, \underline{the}
	of Incorporation, the Overseas Member can apply for change of its	qualification and examination requirements, and procedures of application to
	membership to User Member by submitting the Application Form for	change of membership shall be as specified in Items 2, 5 and 7 of Article 3 in
	Change of Membership. The qualification and examination requirements	the "FLIP Consortium User Membership Terms and Conditions" (the "User
	for change of membership to User Member shall be set forth in "FLIP	Member Terms and Conditions").
	Consortium User Membership Terms and Conditions (the "User Member	
	Terms and Conditions").	

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

Article:	Before the revision:	After the revision:
		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;
	(3) The Overseas Member shall take all necessary measures for preventing	(2) The Overseas Member shall take all necessary measures for preventing any
	any unauthorized transfer of All Member Service to any third party	unauthorized transfer of part or all of the Member Service to any third party
	during its membership and after loss of its membership;	during its membership and after loss of its membership;
	(4) The Overseas Member shall not and shall not attempt to, reverse	(3) The Overseas Member shall not and shall not attempt to, reverse engineer,
	engineer, decompile, or disassemble all or any part of the FLIP Programs	decompile, or disassemble all or any part of the FLIP Programs for any purpose
	for any purpose or reason whatsoever; and	or reason whatsoever;
	(5) The Overseas Member shall not commit any act that infringes upon the	(4) The Overseas Member shall not commit any act that infringes upon the rights
	rights of any third party, including but not limited to, copyrights, patent	of any third party, including but not limited to, copyrights, patent rights, or
	rights, or other intellectual property rights by use of the FLIP Programs.	other intellectual property rights by use of the FLIP Programs or Modified FLIP
		Programs;
	(None)	(5) 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;

Article:	Before the revision:	After the revision:
	(None)	(6) The preceding Item shall not apply to the case in which the Regular Member
		or General Member has obtained the consent from the FLIP consortium on the
		transfer and sublicensing of the Modified FLIP Programs in accordance with
		Article 21 (2) of the "General Membership Terms and Conditions" or
		"Regular Membership Terms and Conditions"; and
	(None)	(7) The Overseas Member shall comply with the following provisions:
		(i) The Overseas Memer shall ensure that employees dispatched or seconded
		from a third party to the Overseas Member corporation do not use all or
		part of the Member Service for any purpose other than the business of
		the Overseas Member corporation;
		(ii) The Overseas Member shall ensure that employees dispatched or
		seconded from a third party to the Overseas Member corporation do not
		use all or part of the Member Service licensed to the dispatching or
		seconding third party for the business of the Overseas Member
		corporation that has accepted the employee;
		(iii) In the event that a Overseas Member corporation finds that an employee
		dispatched or seconded to the Overseas Member corporation from a third
		party has violated the provisions of (1) or (2) of this Article, the Overseas
		Member shall immediately suspend the employee from using all or part of the
		Member Service, or take measures to prevent the employee from using all or
		part of the Member Service; and If a Overseas Member becomes aware that
		an employee on assignment from the Overseas Member corporation to a third
		party has violated the provisions of this clause (iii), the Overseas Member shall
		immediately take measures to suspend the employee from using all or part of
		this Member Service, or from being able to use the Member Service.

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

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