

InovaLigo MATLAB®/Simulink® Support Service Terms of Use

MATLAB®/Simulink® is a technical computing software product sold by The MathWorks, Inc. The InovaLigo MATLAB®/Simulink® Support Service (hereinafter referred to as “the Service”) provided by InovaLigo LLC (hereinafter referred to as “the Company”) is a service that supports the use of this software. It is designed to address diverse customer needs by delivering efficient and customized solutions. Below is an overview of the main details of the Service. Please note that MATLAB® and Simulink® are registered trademarks of The MathWorks, Inc. in the United States and other countries.

1. Service Provider

InovaLigo LLC

Nishi-Shinjuku Mizuma Building 2F, 3-3-13 Nishi-Shinjuku, Shinjuku-ku, Tokyo 160-0023, Japan

2. Scope of Support

We endeavor to address any issues arising from the use of MATLAB®/Simulink®. Our support covers:

- **Basic Learning:** Answering questions about fundamental operations of MATLAB®/Simulink®
- **Debugging Assistance:** Debugging scripts or models built by the customer
- **Proof of Concept (PoC):** Verifying the effectiveness of MATLAB®/Simulink® in solving the customer’s specific challenges
- **Sample Creation:** Creating sample scripts or models as requested by the customer

3. Form of Agreement

Quasi-mandate contract

*) This contract does not guarantee resolution of the issues.

*) It guarantees that we will make every effort to solve the issues.

*) Please understand that some issues may be difficult to resolve, given the nature of the product involved.

4. Support Plans

4.1. Three Plans

We offer three plans according to the estimated number of days required for issue resolution. The Company will estimate the necessary workdays in advance and decide on the plan based on that estimate.

Basic Plan: Tasks expected to require about 1 to 3 days (simple tasks)

Fee: \$53 – \$160

Standard Plan: Tasks expected to require about 4 to 7 days (moderately complex tasks)

Fee: \$213 – \$373

Advanced Plan: Tasks expected to require about 8 days to 2.5 months (complex tasks)

Fee: \$426 – \$4,000

4.2. Formal Agreement in the Advanced Plan

Because the Advanced Plan may entail a longer work period or higher costs, we may, when necessary, enter into a separate formal

agreement with the customer. Any matters not specified in such a separate agreement shall be governed by this Terms of Use.

5. Determination of Payment

After the work is completed, we will present an invoice amount calculated based on our internal rules. Within the range between the minimum fee for the chosen plan and the invoiced amount, the customer may freely decide the final payment amount. Once payment is made, the Company updates the customer's unique Affinity Score, which evaluates the compatibility between the customer and our services. If the Score falls below a threshold set by the Company, the customer will no longer be able to submit new requests (details provided below).

6. Downgrade System

If the work is completed earlier than the scheduled period, the plan will automatically be downgraded to a lower plan, and the fee structure of that lower plan will apply. This prevents unnecessary charges to the customer. Note that the Pay What You Want system also applies to the downgraded plan.

Example: If a task initiated under the Standard Plan is completed within 3 days, it is downgraded to the Basic Plan.

7. Handling Cases Exceeding the Maximum Duration of the Chosen Plan

If the work exceeds the maximum duration defined for the plan initially selected, we will continue the work under the same plan with the customer's approval.

Example: Even if a Standard Plan task takes 10 days, the plan remains Standard. The invoiced amount will be the maximum fee for the Standard Plan, and the customer may choose any payment amount between the Standard Plan's minimum fee and the invoiced amount.

8. Affinity Score

The Affinity Score is the Company's proprietary metric for evaluating compatibility with each customer, aiming to build a stronger partnership.

- The Score increases when the customer pays the amount quoted in our estimate.
- The Score decreases if the customer repeatedly uses free support or pays below the quoted amount.
- If the Score reaches a specified threshold, the Company can no longer accept new service requests from that customer.

9. Intellectual Property Rights and Concealed Portions

9.1. Ownership of Deliverables

Unless otherwise agreed, the intellectual property rights pertaining to any deliverables provided by the Company shall belong to the Company.

9.2. License to Use

The Company grants a non-exclusive, non-transferable license for the customer to use the deliverables.

9.3. Restrictions on Concealed Portions

Any concealed (proprietary) portions within the deliverables may not be duplicated or distributed to third parties without authorization. While developing new products or systems using the concealed portions is allowed, duplicating or distributing these portions within such products or systems requires a separate license agreement.

9.4. License Agreement

If you wish to duplicate or distribute any concealed (proprietary) portions, or if the Company otherwise deems that a separate license agreement is necessary, please enter into such an agreement with the Company in advance. When a license agreement is concluded, it shall be renewed on a yearly basis, and each renewal shall require a written agreement (including electronic signatures).

9.5. Uses Outside the Scope of the Contract

Except for the concealed portions, there are no restrictions on how the deliverables may be used after delivery.

10. Methods of Service Provision

Email / Telephone: Primarily via email, with telephone support if needed.

Chat Tools: Teams, Slack, and similar tools can be used upon request.

Remote Sessions: Screen-sharing sessions may be conducted if necessary.

On-Site Support: Offered when feasible, subject to prior consultation and depending on the nature of the task.

11. Determination of Service Feasibility

MATLAB®/Simulink® includes more than 100 add-on products, and it covers a wide variety of technical domains. Some products require actual hardware or specialized expertise. If we judge that providing the Service would be unreasonable or impractical for the customer, we may decline to provide the Service. We strive to make this feasibility assessment before starting the Service so as to avoid any interruption once it has begun.

11.1. If the Service Must Be Discontinued After Commencement

11.1.1. If There Is a Deliverable

Should the Company determine, for any reason, that continuing the Service is infeasible, and if the Service is discontinued after it has already begun, but deliverables exist as of discontinuation, we will deliver the completed portions and invoice the customer for the work performed up to that point.

11.1.1. If There Is No Deliverable

If no deliverable exists at the time of discontinuation, no fees will be charged for the work performed.

11.2. Determining the Effectiveness of Deliverables

Whether a deliverable is deemed effective shall be decided in consultation with the customer.

12. Inspection of Deliverables

Within 14 days after delivery, the customer shall inspect the deliverables. If there is no objection within this 14-day period, the deliverables are deemed accepted. However, if the customer notifies us of any concerns within the 14-day period, we will schedule further discussions to resolve those concerns.

13. Language Clause

This Agreement (or Terms of Use) is executed in English as the official version, and the Japanese version or any other language versions are provided solely for reference. In the event of any discrepancy or difference in interpretation between the English version and any other language version, the English version shall take precedence.

[Summary of Terms of Use]

1. **Form of Agreement:** Quasi-mandate contract | The contract does not guarantee resolution of the issues but guarantees best efforts to address them.
2. **Payment Terms:** Under the “Pay What You Want” system, the customer determines the final payment amount.
3. **Payment Methods and Due Date:** Payment may be made via bank transfer or online payment. Please settle invoices within 30 days from the invoice date.
4. **Plans:** Selected by the Company from the three plans: Basic, Standard, and Advanced.
5. **Affinity Score:** A unique metric for evaluating the compatibility between the Service and the customer. If it falls below a threshold, we cannot accept further requests.
6. **Method of Provision:** Email, telephone, chat tools, remote sessions, and on-site support are available.
7. **Feasibility:** We may decline to offer our Service if we determine it is unreasonable, after notifying the customer in advance.
8. **Handling if Discontinued:** We respond based on whether a deliverable exists at the time of discontinuation. If no deliverable exists, no fees are charged.
9. **Formal Agreement for Advanced Plan:** For the Advanced Plan, we may conclude a separate agreement depending on the scale or duration. If no specific provision is stipulated in the separate agreement, these Terms of Use shall apply.

[Disclaimers]

1. **Governing Law and Arbitration**

This Agreement shall be governed by and construed in accordance with the laws of Japan. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The seat of arbitration shall be Tokyo, Japan.

2. **Confidentiality**

This Agreement and all deliverables are subject to confidentiality obligations. The Company similarly undertakes confidentiality with respect to any information the customer provides in connection with this Agreement. If highly confidential information is involved, a separate Non-Disclosure Agreement (NDA) may be required.

3. **Responsibility After Contract Termination**

After the contract has ended, the Company assumes no further obligation regarding the deliverables or any other responsibility.

4. **Force Majeure**

In the event that performance of this contract becomes difficult due to force majeure (such as natural disasters, war, or pandemics), both parties shall consult on when performance may be resumed. Any costs incurred due to force majeure shall be handled upon mutual consultation.

5. **Delay in Provision of Information by the Customer**

If the customer fails to provide the necessary information or materials by the specified deadline, the delivery schedule may be delayed, and the Company assumes no liability for such delay.

6. **Data Breach Response**

If a personal data breach is discovered, the Company shall promptly investigate and notify any affected customers and take appropriate measures to prevent recurrence.

[Limitation of Liability Clause]

1. Disclaimer of Warranties

- The Company provides the Service on an “as is” and “as available” basis, and makes no warranties of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.
- The Company does not guarantee that the Service will be uninterrupted, that all defects will be corrected, or that deliverables will fully meet the customer’s specific requirements.

2. Limit of Liability

- Except in cases of willful misconduct or gross negligence on the part of the Company, the total amount of damages for which the Company may be liable under this Agreement shall be limited to the amount of Service fees actually paid by the customer to the Company up to the point at which the problem arises.
- If the customer has not paid any Service fee to the Company by the time the problem arises, the Company shall have no liability whatsoever.

3. Exclusion of Indirect Damages

The Company shall not be liable, under any circumstances, for indirect, incidental, special, consequential damages, lost profits, lost business opportunities, or data loss, even if previously advised of the possibility of such damages.

4. Exceptions

Nothing in this Clause shall be construed to limit liability in a manner that is not permitted by applicable law, nor shall it affect liability for personal injury or other matters that cannot legally be excluded or limited.

[Agreement Based on These Terms]

Use of this Service requires agreement with the above Terms of Use. Please indicate your agreement as follows:

1. Check the “Agree” checkbox on the service application form.

By doing so, you will be legally bound by these Terms, akin to signing a contract.

[Contact]

For inquiries or requests, please contact:

InovaLigo LLC – Inquiry Desk: contact@inovaligo.com

(Revised on January 12, 2025)