

OIST Innovation Network at OIST Terms of Use, as of 2026/4/1

The OIST Network (the "**INO**") is a membership-based platform program that aims at enabling an open dialogue with industry partners and facilitating their engagement with our research, education, and innovation activities so as to build a community of innovation seekers around the Okinawa Institute of Science and Technology School Corporation ("**OIST**").

Please read these terms of use (the "**Terms**") carefully before applying to become a member of the INO (a "**Member**" and "**Membership**" shall be construed accordingly). In consideration of OIST accepting your application to become a Member, you agree to be bound by these Terms.

These Terms form the basis of the contract through which OIST will deliver membership benefits (the "**Benefits**") to you.

1. **Members**

- (a) OIST welcomes applications from corporations, organizations, and individuals to join the INO. Application needs to be reviewed and approved by OIST prior to joining INO.
- (b) In the case of corporations and organizations, the Benefits are available to the officers and employees of each Member (each an "**Employee**").
- (c) Each Member shall designate one Employee as primary point of contact for OIST in relation to the INO.

2. **Benefits**

- (a) Membership is offered in five categories with specific associated Benefits.
 - (1) Premium Member (2) Regular Member (3) Okinawa Member (4) Startup Member and (5) Event Member.
- (1) Premium Member (2) Regular Member (3) Okinawa Member and (4) Startup Member will receive the following Benefits during a Membership Year:
- (i) invitations to OIST Innovation–hosted or co-hosted event(s);
 - (ii) facilitated access to OIST's faculty;
 - (iii) facilitated access to, and regular updates on, OIST's technologies and startup companies supported by OIST;
 - (iv) display of their organizational logo on the INO's web page;
 - (v) facilitated recruitment opportunities;

- (vi) (optional) invitation to one tailored roundtable event;
- (vii) access to a dedicated INO manager;
- (viii) (optional) facilitated opportunities to sponsor OIST scientific seminars and workshops (optional).

(b) (5) Event Member will receive the following Benefits during a Membership Year:

- (i) invitations to OIST Innovation–hosted or co-hosted event(s);
- (ii) facilitated access to, and regular updates on, OIST’s technologies and startup companies supported by OIST;
- (iii) display of their organizational logo on the INO’s web page.

Event Members are not eligible for faculty introductions, small-group seminar invitations, or recruitment event invitations. Additional fees may apply for services not included in the above.

3. Membership Categories and Criteria

Members shall be categorized, and corresponding fees applied, based on the following criteria (meeting any one criterion qualifies):

(1) Premium Member

Companies with 500 or more employees, or listed companies, or companies with annual revenue of 3 billion yen or more.

(2) Regular Member

Companies with fewer than 500 employees, or annual revenue of less than 3 billion yen.

(3) Okinawa Member (*Note 1*)

Companies whose headquarters are located in Okinawa Prefecture.

(4) Startup Member (*Note 2*)

Companies established within the past 5 years and with 50 or fewer employees.

(5) Event Member

Companies wishing to participate only in events hosted by OIST Innovation.

Members wishing to change categories must apply to OIST. OIST will approve or deny the change after confirming eligibility. Category changes apply from the next fiscal year in principle.

4. Membership Period and Fees

(a) The annual fees ("**Membership Fees**") vary depending on the category of the Membership, as follows:

- (i) Premium Membership: 1,100,000 yen (tax included);
- (ii) Regular Member: 550,000 yen (tax included);
- (iii) Okinawa Member: 220,000 yen (tax included);
- (iv) Startup Member: 110,000 yen (tax included);and
- (v) Event Member: 165,000 yen (tax included).

(b) The Membership period is April 1 through March 31 (a "**Membership Year**").

(c) Members joining on or after October 1 shall pay half of the annual Membership Fee. Any other Member will be invoiced for the renewal of their Membership Fees prior to April 1.

(d) Membership Fees are payable in full up front, and, in the case of a renewal of Membership, no later than April 1.

(e) Membership Fees are payable in yen, by bank transfer to the account designated by OIST. All associated transfer fees shall be borne by the relevant Member.

5. INO Events

(a) OIST may collect event fees ("**Event Fees**") when applicable. Any applicable Event Fees will be indicated in the invitation to the event.

(b) Event Fees are payable in full within one month of the invoice being issued by OIST.

(c) Event Fees are nonrefundable.

(d) Event Fees are payable in yen, by bank transfer to the account designated by OIST. All associated transfer fees shall be borne by the relevant Member.

6. Cancellation of Membership

- (a) A Member wishing to cancel its Membership shall inform OIST in writing by email to the INO designated email address.
- (b) The Membership Fees of a Member cancelling its Membership are nonrefundable.
- (c) If a Member fails to pay the applicable fees and, despite multiple attempts by OIST to make contact over a certain period, does not provide any response, OIST may consider such non-responsiveness as an implied intention to withdraw and may, at its discretion, terminate the Membership.

7. Termination of Membership

- (a) OIST may terminate the Membership of a Member when OIST determines, at its sole discretion, that such Member:
 - (i) has not paid its Membership Fees or other fees for more than three months after the payment deadline for such fees;
 - (ii) has breached these Terms;
 - (iii) is damaging, or has damaged, the reputation of OIST, the INO and/or any of the other Members;
 - (iv) is, or has been, a member of a criminal organization;
 - (v) is, or its management is, controlled or substantially influenced by a criminal organization; or
 - (vi) commits, or has committed, any other act that OIST deems inappropriate.
- (b) The Membership Fees of a Member the Membership of which is terminated by OIST are nonrefundable.

8. Personal Information

- (a) OIST will manage the information provided by a Member and personal information relating to its Employees, when applicable, ("**Member Information**") in compliance with OIST's policies, including Article 11 (Protection of Personal Information) of OIST's Policy Rules and Procedures).
- (b) When outsourcing is required to provide the Benefits, OIST may only disclose Member Information to the service provider after entering into an agreement with the service provider to maintain the confidentiality of the Member Information.

(c) OIST shall not disclose Member Information to any third party except when:

- (i) the Member's written consent has been obtained;
- (ii) required by law, the rules of self-regulatory organizations such as stock exchanges, or the orders or requests of public institutions;
- (iii) when the information is provided in such a way that no individual can be identified.

9. Intellectual Property Rights

OIST retains all intellectual property rights related to the information provided to Members as part of the Benefits and does not grant Members any rights thereto.

10. Confidential Information

All activities pertaining to the INO, including presentations and discussions at meetings and events, will be conducted on a non-confidential basis; however, to allow for the free dialogue amongst the community that the INO is striving for, OIST and the Members are expected not to make public any information and opinions shared during such activities.

11. No Liabilities

Neither OIST nor any of its agents, licensors or delegates or its or their directors, officers or employees will be liable for any losses incurred or suffered by Members, directly or indirectly, in connection with the INO and any of the Benefits, or absence of Benefits.

12. No Assignment of Rights

No Member may assign, delegate or otherwise transfer any of its rights and/or obligations under these Terms.

13. Modification of Terms

OIST may revise these Terms at any time and shall notify Members by posting such revised Terms on OIST's website and by other appropriate means. Revised Terms shall become effective on the date they are posted on OIST's website. The continued Membership of a Member shall be deemed acceptance by such Member of any revised Terms.

14. Governing Law and Exclusive Jurisdiction

(a) These Terms shall be governed by and construed in accordance with the laws of Japan.

(b) If any dispute arises in relation to these Terms, the Naha District Court shall be the court of exclusive jurisdiction in the first instance.

(c) If any question arises regarding the interpretation of any matter not stipulated in these Terms, OIST and the relevant Member shall consult in good faith and come to an interpretation.

(Note 1)

Companies whose headquarters are located in Okinawa Prefecture shall be uniformly classified as Okinawa Members, regardless of their organizational size or years since establishment, and shall be treated separately from Categories (1), (2) and (4).

(Note 2)

The Startup Member category is designated for startups established within the past five years that, in line with the Ministry of Economy, Trade and Industry's concept of "university-originated ventures," aim to commercialize innovative technologies or business models. Classification into this category will be determined comprehensively, based on the membership criteria.

Supplementary Provisions

Transitional Measures for Existing Members – Special Measures Applicable Only to FY26

1. Positioning of the Transitional Period

In connection with the introduction of the new membership categories and fee structure under these Terms and Conditions, fiscal year 2026 (FY26: April 1, 2026 to March 31, 2027) shall be designated as a transitional period.

2. Special Provision Regarding Membership Fees for Existing Members

Members who were enrolled in this Program in fiscal year 2025 (FY25) and who wish to continue their membership may, for FY26 only, participate in the Program under the same membership fee structure as applied in FY25.

3. Treatment of Existing Special Members

Members who were classified as Special Members as of FY25 shall, in FY26, be reclassified into either the new "Special Member" category or the "Regular Member" category based on factors such as company size.

Such reclassification shall be determined by OIST in accordance with the membership classification criteria set forth in Article 3.

4. Treatment of Existing Regular Members

Members who were classified as Regular Members as of FY25 shall be transitioned to the "Event Member" category as of FY26.

5. Treatment of Okinawa-Based Companies (Existing Regular Members)

Members whose headquarters were located in Okinawa Prefecture as of FY25 and who participated in the Program as Regular Members shall be transitioned to the "Event Member" category as of FY26.

6. Full Implementation

The transitional measures set forth in this Supplementary Provision shall apply only

to FY26. From fiscal year 2027 (FY27) onward, the membership categories and fee structure prescribed in these Terms and Conditions shall apply in full.