

THUMS USER POLICY

Version 2 (2023)

This THUMS USER POLICY prescribes the rules for use of the human body FEM model “THUMS” provided by Toyota Motor Corporation (hereinafter referred to as "TMC") and Toyota Central R&D Labs (collectively referred to as “TOYOTA”, together with TMC).

Article 1 (Definition)

- (1) “Policy” means this THUMS USER POLICY.
- (2) “THUMS” means a seated whole body model and a pedestrian model both consisting of viscera, head, neck, chest, upper limbs and lower limbs, provided to Users under the name of THUMS subject to this Policy, and also composing the following databases:
 - (i) Shape database,
 - (ii) Physical property value database, and
 - (iii) Configuration parameter database for muscle model control
- (3) “Provision of THUMS” means that TOYOTA provides Users with an environment in which THUMS can be downloaded through the Site.
- (4) “Modification of THUMS” means the alteration, deletion or addition of a part of THUMS while retaining the essential expressive features, i.e., the features in the selection and systematization of each element of each database of THUMS).
- (5) “Modified THUMS” means THUMS modified as defined in the preceding (4).
- (6) “Use/Use of” THUMS or Modified THUMS means that User uses, reproduces, stores, and modifies THUMS or Modified THUMS.
- (7) “Share/Sharing of” THUMS or Modified THUMS means User’s act(s) of disclosing, renting, or granting use of THUMS or Modified THUMS to other Users, while reserving its own right of use.
- (8) “User” means a legal entity with which TOYOTA has entered into an agreement in line with this Policy for use and sharing of THUMS and Modified THUMS in accordance with this Policy.
- (9) “Agreement for Use of THUMS” means the agreement entered into between TOYOTA and User as set forth in preceding (8).
- (10) “User Registration” means the act of entering and transmitting User’s Registration Information on the Site for the purpose of using THUMS.
- (11) “Applicant” means a person that applies for User Registration on the Site, being authorized to conduct User Registration on behalf of its legal entity.
- (12) "Site" means the website operated by TOYOTA for providing THUMS to Users.
- (13) "Registration Information" means the information necessary for User to apply for User Registration on the Site, consisting of the name of legal entity, purpose of use, and Applicant’s name and email address.

Article 2 (User Registration)

1. Applicant shall conduct User Registration by the application method prescribed herein, with consent to each provision of this Policy.
2. Applicant and User shall prepare the devices, instruments and equipment, such as software, computer hardware, and storage media, necessary for Use and Sharing of THUMS and Modified THUMS, at their own responsibility and expense.
3. Applicant is not able to conduct User Registration if Applicant does not provide the entire or a part of the information required for User Registration or does not consent to this Policy.
4. If Applicant or User refuses disclosure or publication of the entire or a part of Registration Information other than the Applicant's or User's name and email address to a third party by TOYOTA, User Registration may be rejected and the existing User Registration may be cancelled.

Article 3 (Establishment of Agreement for Use of THUMS)

1. Agreement for Use of THUMS shall be effective at the time when Applicant has marked the checkbox for accepting this Policy displayed on the Site in accordance with the application method in Paragraph 1 of the preceding Article 2, and TOYOTA has received such Registration Information.
2. After Agreement for Use of THUMS is established, TOYOTA shall be entitled to disclose or publish User's name to third parties on the Site or by other means.

Article 4 (Terms for Use or Sharing of THUMS or Modified THUMS)

1. Subject to the provisions of this Policy, User may Use THUMS and Modified THUMS and may Share Modified THUMS with other User, without charge. As long as User Uses or Shares THUMS or Modified THUMS in compliance with this Policy, TOYOTA will not exercise its patent right for THUMS, its copyright and author's moral right to THUMS, or its right to Modified THUMS as original author, against such User. For the avoidance of doubt, this Policy only apply to THUMS provided through the Site and Modified THUMS modified based on THUMS provided through the Site.
2. User shall, if modifying THUMS, display the copyright notice specified on the Appendix attached hereto, at the top of the model data of such Modified THUMS.

3. If User (A) Share Modified THUMS with other User (B), User (A) shall comply with all the following conditions.

(i) Sharing of Modified THUMS shall be free of charge.

(ii) The party that User (A) will be able to Share Modified THUMS with shall be limited to other User (B) having User Registration.

(iii) User (A) that Share Modified THUMS with other User (B) shall give notice to the mail address designated by TOYOTA, prior to Sharing, in relation to all of the following information:

a) the name of User (A) that Share Modified THUMS with other User (B), and the name and email address of the deliverer thereof to the User (B) on behalf of User (A),

b) the name of User (B) that User (A) Share Modified THUMS with, and the name and email address of the recipient of the delivery thereof on behalf of User (B),

c) information on the original model of Modified THUMS, i.e., version, body shape, posture,

d) details of the modification (e.g. specify body region, geometrical changes, modified material properties, modified contact definition), and

e) purpose of use (e.g. vehicle safety analyses).

(iv) Modified THUMS to be Shared with other User (B) shall be, at TOYOTA's request, disclosed to TOYOTA or Used by TOYOTA, if TOYOTA so desires. In this case, TOYOTA will not Share such Modified THUMS with any third party without permission from the User (A) that has given the notice to TOYOTA under preceding Item 3.

(v) The obligation to disclose the Modified THUMS to Toyota does not exist, if User (A) would breach the law.

4. Notwithstanding the provisions of Items 2 and 3 of the preceding Paragraph 3, User will not need to give notice as set forth in the preceding Item 3 of the preceding Paragraph 3, only if User Share encrypted THUMS or encrypted Modified THUMS with any third legal entity that use thereof for the purpose of taking the assessment by public institutes. In this case, such a third legal entity may perform simulations by using such the encrypted THUMS or Modified THUMS on its computer without conducting User Registration only for the above purpose.

5. User shall agree that, in a case where THUMS or Modified THUMS is substituted or combined with other database model owned by User itself or provided by a third party without any restriction, this Policy is still applicable to such substituted or combined THUMS or Modified THUMS. User shall agree that, in a case where THUMS or Modified THUMS is substituted or combined with other database model provided by a third party with any restriction, this Policy is still applicable to remaining part of THUMS or Modified THUMS of such substituted or combined THUMS or Modified THUMS.

6. User (A) shall, even if substituting or combining THUMS or Modified THUMS with other

database model(s) provided for value, Share such THUMS or Modified THUMS with other User (B) without charge.

7. User may conduct business for value in relation to service operations for the maintenance or enhancement of THUMS or Modified THUMS, or sales promotion of software for enhancing the usability and convenience of THUMS or Modified THUMS.

8. If it turns out that false information is included in Registration Information on User Registration and such false information is not corrected within a reasonable period of time, TOYOTA may order such User to discontinue the Use and Sharing of THUMS and Modified THUMS. User in receipt of the above order must immediately discontinue the Use and Sharing of THUMS or Modified THUMS, and immediately delete the copied and stored THUMS or Modified THUMS, in accordance with TOYOTA's instructions

9. User is prohibited to use or disclose THUMS or Modified THUMS or the results obtained from the use of THUMS or Modified THUMS for the purpose of evidence collection activities for litigation or investigation, or for research activities, etc., as the execution of administrative authority. However, this does not apply to a case where User discloses THUMS or Modified THUMS or the results obtained from the use thereof based on the laws, regulations, court decision or order, and orders of other duly authorized organizations, etc., by notifying TOYOTA in advance of that effect and the scope thereof to be disclosed.

10. User is prohibited to use THUMS or Modified THUMS or the results obtained from the use thereof for the purposes contrary to public order and morals, including anti-social or inhumane activities.

11. TOYOTA shall be able to use, copy, store and modify Modified THUMS without charge.

Article 5 (Attribution, etc., of Rights to THUMS)

1. The copyrights and moral rights to THUMS, the rights as original author of Modified THUMS, and all other rights to intellectual property, including but not limited to trademark rights to THUMS, shall belong to TOYOTA. However, User can exercise its own copyrights and moral rights for its modifications only to the extent such modifications are used, reproduced, stored or modified without any of THUMS, Modified THUMS provided by another User, any part of THUMS, and any part of Modified THUMS provided by another User.

2. User shall not raise any objections to the ownership or validity of the rights set forth in the

preceding paragraph 1.

3. If Modified THUMS falls under a derivative work, the copyrights and moral rights of such Modified THUMS shall belong to User having rendered such modification. However, User shall not exercise its own copyrights and moral rights to such Modified THUMS against TOYOTA or any other User for any reason.

4. Except as set forth in the preceding paragraph 3, User is prohibited from acting to acquire any intellectual property right in relation to THUMS or the Modified THUMS, by filing an application for patent, utility model, design, trademark or any other procedure therefor, without obtaining prior consent from TOYOTA.

5. User shall, in the event of the violation of the preceding paragraph, grant a non-exclusive regular license for the intellectual property right to TOYOTA or other User without charge.

Article 6 (Revision and Notification of Policy)

1. TOYOTA shall be able to revise this Policy without individually agreeing with User primarily for the following purposes.

- to comply with laws and regulations
- to enhance Users' convenience
- to maintain Users' fairness
- to clarify the contents of TUP

In this case, TOYOTA shall notify User in advance of the forthcoming revision of this Policy together with the details of revision and the effective date of revision.

2. TOYOTA shall notify User by posting the notification in the preceding paragraph 1 on the following webpage on the Site by and before four (4) weeks prior to the above effective date.

(<https://www.toyota.co.jp/thums/>)

Unless User give notification in accordance with Article 15 until the above effective date, User is deemed to have agreed to such revision of this Policy.

Article 7 (Modification / Termination of Provision of THUMS)

TOYOTA may change or terminate the Provision of THUMS in whole or in part at any time. However, if such a change or termination is found to have a significant impact on User, TOYOTA shall endeavor to notify User of the details of such a changes or termination in advance (in case of termination, four (4) weeks in advance).

Article 8 (Temporary Suspension of Provision of THUMS)

TOYOTA may temporarily suspend the provision of all or a part of THUMS without prior notice to User in the following cases where:

- (1) maintenance of THUMS or the system relevant thereto is regularly or emergently conducted,
- (2) Provision of THUMS has become unable due to fire, power failure, etc.,
- (3) Provision of THUMS has become unable due to natural disasters such as earthquakes, eruptions, floods, tidal waves, etc.,
- (4) Provision of THUMS has become unable due to wars, riots, disturbances, labor disputes, infection outbreak, etc.,
- (5) it is subject to laws or regulations, or is based on a request from a competent authority, or
- (6) communication services have been stopped, communication failure occurred due to the environmental situations of software or devices, etc., or other operational or technical reasons that necessitate the temporary suspension of Provision of THUMS.

Article 9 (Indemnification)

1. TOYOTA shall not be liable to Applicant or User for any modification or termination of Provision of THUMS or for any temporary suspension of Provision of THUMS under Article 7 (Modification / Termination of Provision of THUMS) or Article 8 (Temporary Suspension of Provision of THUMS).

2. TOYOTA makes no warranty of any kind, such as warranty of operation, quality, accuracy of information provided, usability, non-infringement of any third party's intellectual property rights, in relation to the Site, THUMS and Modified THUMS, and will not be liable for any damages or loss occurred to Applicant or User, if any, in connection with the Site, Provision of THUMS, or Use or Sharing of THUMS or Modified THUMS.

3. TOYOTA shall be able to exercise the rights, at its discretion, to its intellectual property rights relating to THUMS, such as copyrights and moral rights, etc., as set forth in Article 5 Paragraph 1, against the infringer of the above rights, but is not liable to exercise such rights. TOYOTA also shall be able to exercise all of its rights, at its discretion, based on this Policy, such as termination and demanding damages, against User violating this Policy, but is not liable to exercise such rights.

Article 10 (Contact Information)

The contact information for inquiries on this Policy is as follows.

Main address: thums@mega.tec.toyota.co.jp

Article 11 (Compensation for Damages)

1. In the event that User causes damage to a third party through its Use or Sharing of THUMS or Modified THUMS, User shall resolve any dispute over such damages at its own responsibility and expense and indemnify TOYOTA. Notwithstanding the preceding sentence, if User is a public university or institution that is not authorized under its applicable laws to indemnify another party then this Article 11.1 shall read: “User shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the Use of THUMS for which they may be held liable under applicable law.”
2. In the event that User causes damages to TOYOTA due to its act in violation of this Policy or any unfair or illegal act, TOYOTA shall be able to demand compensation for such damages from User.

Article 12 (Intellectual Property Rights, Legal Compliance, etc.)

1. Users shall acknowledge that the text, articles, graphics and other information on the Site contain information protected by intellectual property rights including but not limited to copyrights or trademark rights, and shall not use such information without authorization beyond the scope of Use or Sharing of THUMS or Modified THUMS in accordance with this Policy.
2. Users are not permitted to Use or Share THUMS or Modified THUMS in violation of laws, regulations or public policy.

Article 13 (Handling of Personal Information)

1. TOYOTA will use personal information such as the name and email address obtained from User in accordance with Article 2 (User Registration) and Article 4 (Terms for Use or Sharing of THUMS or Modified THUMS) for the purpose of the following:
 - (1) providing notice and communication in accordance with this Policy,
 - (2) identifying and managing Users, and
 - (3) performing operations deemed necessary by TOYOTA in connection with this Policy.
2. TOYOTA may occasionally outsource its operations in relation to this Policy to Toyota Connected Corporation, a subsidiary of TMC. In the event that TOYOTA discloses personal information obtained from User in association of such outsourcing, TOYOTA shall responsibly supervise the safe management of personal information at the outsourcing partner and strive to prevent leakage or loss of such information.

Article 14 (Handling of Software and Transfer of Onboard Equipment, etc.)

1. User shall erase THUMS or Modified THUMS stored on the devices such as the computer and storage media, etc., possessed by itself so as to render them unavailable, in a case where its computer and storage media are removed from its direct possession by transferring or lending them to a third party, or Agreement for Use of THUMS is terminated pursuant to Article 15 (Termination of Agreement for Use of THUMS) or Article 16 (Grounds for Cancellation, etc.).

2. The preceding paragraph 1 shall not apply in the event that User transfers or lends its devices such as the computer or storage media, etc., to another User. However, the disclosure or lending of THUMS and Modified THUMS shall be without charge.

Article 15 (Cancellation of Agreement for Use of THUMS)

1. User shall give notification to the main address set forth in Article 10, in a case where it desires to cancel Agreement for Use of THUMS. The cancellation shall take effect at the time when the notification of cancellation reaches TOYOTA.

2. Upon termination of Agreement for Use of THUMS pursuant to this Article, User shall erase and render unavailable THUMS and Modified THUMS stored on the devices such as the computer, storage media, etc. Notwithstanding the above, in case that User is involved in a litigation or governmental investigation in relation to THUMS or Modified THUMS, User may retain the THUMS or Modified THUMS until such litigation or governmental investigation is resolved. Further, User may retain the minimum necessary information included in THUMS and/or Modified THUMS as far as such information shall be required by product liability law or internal policies by the User, but such information may not be Used or Shared for purposes other than those required by such law.

Article 16 (Grounds for Cancellation, etc.)

1. TOYOTA may not accept an application for Agreement for Use of THUMS if the Applicant falls under any of the following. In addition, even after the acceptance of the application, TOYOTA may cancel such acceptance of the application if User falls under any of the following.

(1) Agreement for Use of THUMS with User was found to have been cancelled in the past due to User's violation of this Policy, etc.

(2) Any false, erroneous or incomplete description was found in Registration Information or in the application for Agreement for Use of THUMS.

(3) Any other case in which TOYOTA deems inappropriate as User.

2. TOYOTA may terminate Agreement for Use of THUMS without any prior notice or demand to the User if User falls under any of the following cases.

(1) User made a false declaration for the matters in relation to the Use or Sharing of THUMS or Modified THUMS and such false declaration is not corrected within a reasonable period of time.

(2) User made unfair use of the Site, THUMS or Modified THUMS.

(3) User interfered with the operation of the Site.

(4) User acted against this Policy.

(5) The fact of the violation of Article 18 (Exclusion of Anti-Social Forces) was found.

(6) There were any other legitimate circumstances that TOYOTA deems inappropriate as User.

3. Upon termination of Agreement for Use of THUMS pursuant to this Article, User shall erase and render unavailable THUMS and Modified THUMS stored on the devices such as the computer, storage media, etc.

Article 17 (No Assignment of Rights / Obligations)

User shall not be able to assign, succeed to, or pledge to any third party the whole or a part of its contractual status in connection with Agreement for Use of THUMS.

Article 18 (Exclusion of Anti-Social Forces)

1. User represents that User itself, as well as its representatives, officers, persons with substantial management rights and employees, or its agents or intermediaries (hereinafter referred to as the “Related Persons”), does not currently fall under any of crime syndicates, crime syndicate members, crime syndicate quasi-members, crime syndicate-related companies, corporate racketeers, groups engaging in criminal activities under the pretext of conducting social campaigns or political activities and crime groups specializing in intellectual crimes, and persons closely related thereto or these equivalents (hereinafter referred to as “Anti-Social Forces”), and also undertakes that it will not fall thereunder in the future.

2. User undertakes that it or its Related Persons will not, directly or indirectly, engage in any of the following activities:

(1) violent demanding behavior,

(2) unjust demands in excess of legal responsibilities,

(3) threatening speech or behavior in connection with Use or Sharing of THUMS or Modified THUMS, including but not limited to, conveying to others that it or its Related Persons fall(s) under the Anti-Social Forces), or behavior using violence,

(4) damaging TOYOTA's reputation or interfering with TOYOTA's business by spreading rumors, or by fraudulent or forcible means, and.

(5) other acts equivalent to those set forth in the preceding Items.

Article 19 (Governing Law / Exclusive Jurisdiction)

1. The governing law shall be the Japanese law, and the interpretation of this Policy shall be subject to the Japanese law.

2. Any disputes between User and TOYOTA shall be subject to the exclusive jurisdiction for the Tokyo District Court in the first instance.

Appendix – Copyright Notice

\$ ***** (FOLLOWING DESCRIPTION SHOULD ALWAYS BE AT THE BEGINNING OF DATA, *****
\$ ***** EVEN IF THUMS IS MODIFIED) *****
\$
\$ -----
\$ THUMS defined in the “THUMS USER POLICY”
\$ -----
\$ Date: January 2021
\$ -----
\$ Copyright (C) 2021 TOYOTA MOTOR CORPORATION and TOYOTA CENTRAL R&D LABS., INC.
\$ All Rights Reserved.
\$ -----
\$ Developed by TOYOTA MOTOR CORPORATION and TOYOTA CENTRAL R&D LABS., INC.
\$ -----
\$ COPYRIGHT NOTICE
\$ All intellectual property rights, including without limitation to the copyright
\$ of and with respect to the THUMS, are owned by TOYOTA MOTOR CORPORATION
\$ and TOYOTA CENTRAL R&D LABS., INC.
\$ Only users that have agreed to the “THUMS USER POLICY” and have registered
\$ as a user on the website published by TOYOTA MOTOR CORPORATION may refer to,
\$ use and share the licensed THUMS or modified THUMS,
\$ and only in accordance with and subject to the “THUMS USER POLICY”.
\$ Users shall indemnify TOYOTA MOTOR CORPORATION and TOYOTA CENTRAL R&D LABS., INC.
\$ The THUMS are provided on an “as is” basis and TOYOTA MOTOR CORPORATION
\$ and TOYOTA CENTRAL R&D LABS., INC. make no representations or warranties of
\$ any kind with respect thereto.
\$ Any use of the THUMS shall be entirely at the user’s own risk and
\$ responsibility. Neither TOYOTA MOTOR CORPORATION nor TOYOTA CENTRAL R&D LABS.,
\$ INC. shall assume any liability or responsibility whatsoever for any damage,
\$ claims, injury or loss of any kind that may arise from or in connection with
\$ any use of, reference to and/or reliance upon “THUMS USER POLICY”.
\$
\$ ***** (THE ABOVE DESCRIPTION MUST BE KEPT) *****