

Software License Agreement (Non-Commercial Use)

A licensee must agree with the following terms before he/she can use “GrWin Graphics Server Ver.1.1.x (x indicates a build number) and related files (hereinafter referred to as “Software”) and distributed items, including an install key, archive files and installer to install the Software (hereinafter referred to as “Distributed Items”).

Installation of the Software means that the licensee consents to all the terms in this Software License Agreement.

Article 1 (Software License)

This Software License Agreement (hereinafter referred to as “Agreement”) is an agreement between the user and the owner of copyright (See Article 2 of this Agreement) on the use of the Software and the Distributed Items.

Article 2 (Ownership of Copyright)

The copyright of the Software and Distributed Items shall belong to Tsuguhiro Tamaribuchi (hereinafter referred to as “Copyright holder”).

The Software and the Distributed Items are protected by the Japanese Copyright Act and treaties concerning copyright. This Agreement is to grant a non-exclusive use license pursuant to the provisions of this Agreement to the user and is not to transfer, assign nor license any other right than the right granted by this Agreement.

Article 3 (Scope of License)

The use of the Software is classified into the two categories, Commercial and Non-commercial. The Non-commercial use includes the following:

- personal non-commercial use,
- non-commercial use in educational or public organizations,
- non-commercial use in non-profitable organizations,
- trial use and use under a special free license.

Other use not included in the Non-commercial use is the Commercial use. The Copyright holder is to grant the user a license to conduct the acts stated below on condition that the user observes the provisions of this Agreement. Except when such right is granted specifically, application software which incorporates a key file for a commercial use automatically created at the time of installation of the Software based on the commercial licenses prescribed separately shall not be used together with the Software being operated under the non-commercial licenses.

A non-commercial license being granted to the user under this Agreement shall be in either of the following license classes:

1. License F (Personal Free License)

- (1) To install the Software and the Distributed Items at one (1) computer by using the install key issued to the user and to non-exclusively use them for one (1) year from the day when the install key is issued
- (2) To create, use and distribute an application software(s), which incorporates a key file automatically created at the time of installation, provided that, it shall not be allowed to re-distribute the install key used and the key file
- (3) To download and use the Software and the Distributed Items, of which version number is identical with regard to the major number and minor number with the version number at the time of issuing the install key (in other word, it is allowed to download and use such updated version of which build number at the time of issuing the install key alone changed.)
- (4) To have one copy of the Software and Distributed Items only for the purpose of backup of the same

2. License E (Educational Free License)

- (1) To install the Software and the Distributed Items at one (1) network server or computers of the performed number set in one (1) room by using the install key issued to the licensee and to non-exclusively use them in educational purposes for two (2) year from the day when the install key is issued
- (2) To create, use and share an application software(s), which incorporates a key file automatically created at the time of installation, provided that, it shall not be allowed to re-distribute the install key used and the key file
- (3) To download and use the Software and the Distributed Items, of which version number is identical with regard to the major number and minor number with the version number at the time of issuing the install key (in other word, it is allowed to download and use such updated version of which build number at the time of issuing the install key alone changed.)
- (4) To have one copy of the Software and Distributed Items only for the purpose of backup of the same

3. License S (Special Free License)

- (1) To install the Software and the Distributed Items at one (1) computer by using the install key issued to the user and to non-exclusively use them for the period specified when the install key is issued
- (2) To create and use an application software(s), which incorporates a key file automatically created at the time of installation, provided that, it shall not be allowed to re-distribute the Software and to distribute the applications which incorporate the key file

4. License T (Trial Free License)

- (1) To install the Software and the Distributed Items at one (1) computer and to non-exclusively use them in commercial or non-commercial trial purposes for 1 (one) day of the installation
- (2) To create and use an application software(s), which incorporates a key file automatically created at the time of installation, provided that, it shall not be allowed to re-distribute the Software and to distribute the applications which incorporate the key file

Article 4 (Use Fees)

The user shall not pay fees for the use of the Software and the Distributed Items under a free license (See Article 3).

Article 5 (Prohibited Actions)

The users shall be prohibited from

- (1) duplicating the Software and/or the Distributed Items, except as otherwise expressly provided in this Agreement,
- (2) altering, modifying, revising, translating or adapting the Software and/or the Distributed Items or create a derivative work based on the altered, modified, revised, translated or adapted Software and/or the Distributed Items,
- (3) converting the Software and/or the Distributed Items into readable data through reverse engineering, decompilation, disassemble or other methods,
- (4) selling, distributing, lending or transferring the Software and/or the Distributed Items or the copies thereof to a third party, or allowing the third party to use the same,
- (5) using the Software and/or the Distributed Items in a manner other than set forth in Article 3 of this Agreement, and
- (6) granting a sublicense to use the Software and/or the Distributed Items or

transferring any of the right granted to the user hereunder.

- (7) Disclosing or divulging the install key and the key file regarding the Software and the Distributed Items to third parties.

Article 6 (Change of Specifications)

The University may change the specifications of and/or modify the programs of the Software and the Distributed Items without notice to the user. Even when the user incurs damage directly or indirectly from those changes and/or modifications, the University shall not compensate the damage or bear any other responsibility at all.

Article 7 (Disclaimer)

The University shall neither guarantee the specifications or performance of the Software and the Distributed Items nor be liable to the user for any damage, including loss of the user information and damage due to destruction, arising out of or in connection with a flaw or defect in, or the use or non-availability of the same.

Article 8 (Termination of Agreement)

In the event the user breaches any of the provisions of this Agreement, this Agreement shall be terminated automatically. In this case, the usage fee which the University received pursuant to this Agreement shall not be reimbursed.

Article 9 (Export Control)

The user shall warrant not to export the Software and the Distributed Items directly or indirectly in violation of laws and/or regulations of Japan, United States and all other countries regarding the export control, (hereinafter called "Export Control Laws.") nor to use them for the usages prohibited by the Export Control Laws, including the regulation regarding the nonproliferation of nuclear, chemical or biological weapons and shall observe those laws and regulations.

Article 10 (Governing Law and Agreement Jurisdiction)

1. This Agreement shall be governed by and construed in accordance with the laws of Japan.
2. Shizuoka District Court in Japan shall be the exclusive agreement jurisdiction court for the first trial regarding disputes related to this Agreement.