

## Software License Agreement (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 commercial use of the Software and the Distributed Items.

### Article 2 (Ownership of Copyright)

The copyright of the Software and Distributed Items shall belong to Shizuoka University, a national university corporation (hereinafter referred to as “University”).

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 University is to grant the user, who is registered as the user according to the manner prescribed by the University, 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 automatically created at the time of installation of the Software based on the use right pursuant to this Agreement shall not be used together with the Software being operated under the non-commercial licenses (License E, License F and other free licenses) prescribed separately.

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

1. License A (Limited Version License)

- (1) To install and non-exclusively use the Software and the Distributed Items at one (1) computer by using the install key issued to the user
- (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 Software
- (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 B (License with a limited period)

- (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 Software
- (3) To download and use the Software and the Distributed Items of any and all latest versions to be provided during the period stated in the above Item (1), provided that the University shall not be obliged or promise the user to issue a new version of the Software and the Distributed Items during the period
- (4) To have one copy of the Software and Distributed Items only for the purpose of backup of the same

3. License C (Network Server License)

- (1) To install the Software and the Distributed Items at one (1) network server 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, provided that the user must maintain such situation that the number of terminals, which are using the Software among all those connected to the network server where the Software is installed, does not exceed the number of license granted at any moment
- (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 Software

- (3) To download and use the Software and the Distributed Items of any latest version to be provided during the period stated in the above Item (1), provided that the University shall not be obliged or promise the user to issue a new version of the Software and the Distributed Items during the period
- (4) To have one copy of the Software and Distributed Items only for the purpose of backup of the same

#### 4. License D (Developer License)

As regards the license to develop an application software(s) by using the Software and the Distributed Items for the purpose of distributing the application software(s) to third parties having a license of the use of server being operated under the non-commercial license (E or F) prescribed separately, an independent agreement shall be concluded with the University by having separate discussion on the license conditions.

#### Article 4 (Use Fees)

The user shall pay the fees for the use of the Software and the Distributed Items as per the Appendix.

#### 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.

Revised: Jan 1, 2016