

Software Terms of Use

Updated on August 14, 2022

This document outlines the terms and conditions for the use of the software (OmniSuite) provided by Omniscience Co., Ltd. (hereinafter referred to as "Party A") to the customer (hereinafter referred to as "Party B").

Article 1: Subject Software

1. The software to which these terms of use apply (hereinafter referred to as the "Software") will be specified in the order form or other relevant documents. The Software includes version upgrades and updates provided by Party A to Party B during the subscription period.

Article 2: License Grant

1. During the subscription period, Party A grants Party B a license to use the Software on designated machines, subject to Party B's payment of the usage fee (hereinafter referred to as the "License").
2. Party A will provide Party B with a contact point for inquiries related to the Software during the subscription period, subject to Party B's payment of the usage fee. In case of any changes, Party A will notify Party B.
3. This License is non-exclusive and non-transferable.
4. Except where otherwise specified, this License cannot be sublicensed.

Article 3: Subscription Period

1. The license validity period (hereinafter referred to as the "Validity Period") of the Software begins on the usage start date specified in the order form or the mutually agreed-upon start date between Party A and Party B. Unless otherwise specified, the Validity Period is renewed on a monthly basis. If no written objections are raised by either Party A or Party B before one month prior to the renewal date, this agreement will automatically be extended for an additional one-month period starting from the day after the expiration of the previous period, and this will continue subsequently.

Article 4: Usage Fee

1. Party B shall pay the usage fee specified in the order form to Party A as the usage fee for the Software, following the payment conditions outlined in the order form.
2. Party B shall make payments of the usage fee as per the payment method specified in the order form. Any transfer fees or other expenses related to payments shall be borne by Party B.
3. In case of mid-term termination, no refunds will be provided for the remaining period of validity.

Article 5: Ownership Rights

1. Party B acknowledges that the copyright of the Software and accompanying documents, as well as any rights related to inventions, designs, know-how, or other intellectual property used or implemented in these (collectively referred to as "Intellectual Property Rights"), belong to Party A. This agreement and the granting of a license to use the Software do not transfer any Intellectual Property Rights of the Software from Party A to Party B. However, certain modules of XML-Bridge are copyrighted by Japan IBM Corporation.

Article 6: Warranty

1. During the subscription period, Party A guarantees that the operation of the Software substantially conforms to the essential specifications of the Software as described in the product documentation.
2. If the Software does not operate as specified in the above clause, Party A will provide Party B with corrective patches for the Software. However, the timing of such corrective actions will be at the discretion of Party A.
3. Despite the provisions of the preceding clauses, Party A shall not be responsible for any non-compliance with specifications of the Software if it arises from any of the following reasons:
 - (a) The Software is used in an environment different from the specified operating environment.
 - (b) Party B or any third party modifies or alters the Software without Party A's consent.
 - (c) The non-compliance results from the combination of the Software with third-party software or hardware, or due to network or operational environment issues.
 - (d) Any other reasons not attributable to Party A.
4. The provisions of this article define all of Party A's responsibilities related to the warranty of the Software, and Party B shall not make any other claims.
5. Party A shall not be liable for any consequences resulting from Party B's execution of the Software, under any circumstances.

Article 7: Prohibited Actions

1. Party B shall not sell, transfer, lend, or otherwise allow third parties to use the Software and related materials.
2. Modification or reverse engineering of the computer program is prohibited.

Article 8: Termination of Usage Rights

1. If Party B violates this agreement or infringes upon Party A's copyright, regardless of the presence of a Validity Period, the granted usage rights shall automatically be revoked, and Party B shall promptly remove the Software.

Article 9: Revision

1. These terms of use may be revised or updated. If you do not agree with the updated terms, (a) the existing terms will continue to apply to products that were purchased at the time of the update for the remaining subscription period, and (b) the updated or modified terms will apply to new purchases or renewals of products after the effective date of the updated terms.

In witness whereof, the parties hereto have executed this Software Terms of Use as of the date first above written.