Positive Grid®

Positive Grid社 ソフトウェア製品

ソフトウェア使用許諾契約書 ページ1/3



Software End User License Agreement (EULA)

1. GENERAL

This End User License Agreement ("EULA") is a legal agreement between Positive Grid, Inc. ("Positive Grid") and the Licensee (either an individual or on behalf of an entity, "Licensee"). By installing, downloading, or otherwise using the software in any manner (including, but not limited to, using the product which the software may be supplied with), Licensee agrees to be bound by the terms of this EULA. If you do not agree or do not have the authority to enter into this EULA, then do not install, download or otherwise use the software or the product which it may be supplied with.

2. DEFINITIONS.

- "Positive Grid Products" means certain products developed and owned by Positive Grid, which may be comprised of Hardware and Software (as defined in this EULA).
- "Software" means the computer software (regardless of format or media in which distributed) designed (but not limited) to run with the Hardware, which is owned or licensed by Positive Grid.
- "Licensee" is to use the Software he receives from Positive Grid, Inc. all copies thereof, and all pertinent documentation exclusively for his own purposes, and must keep it separate from third parties.

3. SCOPE OF USE

Positive Grid Products are protected by copyright laws and international treaty provisions, as well as other intellectual property laws and treaties. Any other use or exploitation not explicitly granted to Licensee in this EULA shall not be allowed without written consent from Positive Grid.

- Positive Grid grants to the Licensee a limited, nonexclusive, non-transferable, revocable license to use the Software solely for Licensee's use, without any modification. This license is not a sale. This License applies to updates or supplements to the original Software, unless Positive Grid provides other terms along with the update or supplement.
- Licensee may copy the Software, if it is necessary for agreed use. Licensee is authorized to create a backup, if this is necessary to secure the future use.
- Licensee may not separate the components contained in the Software or otherwise reconfigure the Software to circumvent technical limitations on the use of the Software or to otherwise exceed the scope of each license.
- Licensee may not export, convey, rent, sublicense, transfer or otherwise distribute the Software or any rights therein to any person or entity.

SEP 2023 issue

Positive Grid®

Positive Grid社 ソフトウェア製品

ソフトウェア使用許諾契約書 ページ2/3



4. RESERVATION OF RIGHTS.

- Ownership. Licensee agrees that Positive Grid owns all legal right, title and interest in and to the Software. Positive Grid reserves all rights not expressly granted to Licensee in this EULA. Title and copyrights to the Software remain with Positive Grid.
- Trademarks. Nothing in this EULA gives Licensee a right to use any of Positive Grid's trade names, trademarks, service
 marks, logos, domain names, or other distinctive brand features. Licensee agrees not to remove, obscure, or alter any
 proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the
 Software.

5. LIMITATION OF LIABILITY.

If the Software does not perform substantially in accordance with the applicable documentation within 30 days of Licensee's purchase, liability is limited to refund of Licensee's purchase price for the Software (without interest)

6. CONSENT TO USE DATA

Positive Grid may collect and use technical information about the Software and devices you use in connection with the Software in a manner that does not personally identify you. Positive Grid may use this information to improve our products or to provide customized services. Positive Grid may also disclose this information to third parties so that they may improve the way their products or services interact with the Software.

7. TERMINATION OF EULA.

Positive Grid may terminate this EULA and License at any time if Licensee has breached any provision of this EULA.

8. ASSIGNMENT AND DELEGATION.

The rights and duties or obligations granted or created under this EULA may not be assigned, transferred or delegated by Licensee without the prior written approval of Positive Grid.

SEP 2023 issue

Positive Grid®

Positive Grid社 ソフトウェア製品

ソフトウェア使用許諾契約書 ページ3/3



9. ENTIRE AGREEMENT.

This EULA is the entire agreement between Licensee and Positive Grid relating to the Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. Positive Grid may make changes to this EULA, by posting such changes on its website at www.positivegrid.com

Copyright ©2016 Positive Grid, Inc. All rights reserved. This manual and any associated software, artwork, product designs, and design concepts are subject to copyright protection. No part of this document may be reproduced, in any form, without prior written permission of Positive Grid, Inc. Your rights to the Software are governed by the accompanying End-User license agreement.