

「CELF for ほのぼのNEXT」サービス ライセンス規約

山形県南陽市和田3369番地
エヌ・デーソフトウェア株式会社
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この『「CELF for ほのぼのNEXT」サービス ライセンス規約』（以下、「本規約」といいます）は、「CELF for ほのぼのNEXT」（以下、「本サービス」といいます）の提供に関して、サービス提供者であるエヌ・デーソフトウェア株式会社とお客様との間に締結されるライセンス契約の契約条件を定めた規約です。お客様は、本規約の全ての条項に同意する場合に限り、本サービスを利用することができるものとします。従って、お客様は、当社または販売店から本サービスのライセンスを購入する事前に必ず、本規約をご一読下さい。

第1条（定義）

本規約において使用される用語の定義は以下の通りとします。

- （1）「当社」とは、エヌ・デーソフトウェア株式会社をいいます。
- （2）「お客様」とは、当社から本規約に基づき「CELF for ほのぼのNEXT」の利用許諾を受け、当該サービスを利用する者としてします。
- （3）「派生物」とは、本サービスの全部もしくは一部に基づき、または本サービスの全部もしくは一部を組み込んだ著作物またはサービスをいい、機械的または電子的な複製物、翻訳物、改造物、変更物、媒体の変更その他形式を含みます。
- （4）「資料」とは、本サービスに係る研修、トレーニング・コース、コンサルティング、その他のサービスに関連して当社がお客様に提供したすべてのマニュアル、参考資料、コース資料、説明用ソフトウェア、研修資料およびその他の資料をいいます。
- （5）「サービス提供設備」とは、本サービスに関して当社または当社への供給者が設置する電気設備、通信設備、その他の設備等をいいます。
- （6）「端末設備」とは、サービス提供設備以外に、本サービスの利用に必要となる電気設備、通信設備（アクセス回線を含む）、その他の設備等であって、お客様ご自身が設置または当社以外の第三者と契約するものをいいます。
- （7）「サポート対象DB」とは、当社が販売するソフトウェアが搭載するデータベースであって、かつ、当社が本サービスとの接続をサポートしたものをいいます。
- （8）「お客様データ」とは、本サービスの利用においてお客様が自ら作成・利用するデータをいいます。
- （9）「ライセンス」とは、お客様が当社と本規約に基づく本サービスに関するライセンス契約を締結し、本サービスの提供を受ける権利をいいます。
- （10）「ライセンス契約」とは、お客様が当社に対し、本規約に同意したことを示す「『CELF for ほのぼのNEXT』ライセンス購入に関する重要事項の確認書」を記名押印の上、提出し、当社がお客様に対し、「CELF for ほのぼのNEXT ライセンス通知書」を発行することにより締結される契約をいいます。
- （11）「サポートページ」とは、お客様による本サービスの利用を支援する目的で当社がインターネット上に設置する本サービスのポータルサイトおよびお客様専用のwebページを指すものとします。

第2条（本サービスの内容等）

1. 本サービスは、当社が、SCSK株式会社（以下、「供給者」といいます）がサービス提供するCELFクラウドサービスを基盤として作成した「ほのぼの」シリーズソフトウェア用の簡易帳票作成機能を提供するサービスです。従って、本サービスの基本仕様、サービスレベルは、供給者が提供するCELFのサービスレベルに依存するものとし、これらは当社が別途お客様に提示する供給者の「CELFクラウドサービス仕様書」（以下「サービス仕様書」といいます）および当社と供給者間で締結の「CELFクラウドサービス Service Level Agreement」

に定められた通りとします。なお、供給者は、CELFクラウドサービスの提供内容を随時変更することができるものとします。

2. 当社は、本サービスまたは第12条に定めるサポートサービスの全部または一部を第三者に委託することができるものとします。この場合、当社は第11条に定める機密保持義務を当該第三者（以下、「再委託先」といいます）にも課すものとします。なお、供給者は、再委託先に含まれるものとします。

第3条（ライセンス契約）

1. お客様は、ライセンス毎にその有効期間を契約期間とした本規約の全ての条項に基づくライセンス契約を当社と締結し、その契約条件に従って本サービスを利用できるものとします。お客様は、本サービスの利用にあたって、本規約の全ての条項に同意するものとします。
2. お客様は、ライセンス契約の対価として、ライセンス代金を当社または販売店と別途締結する売買契約等の条件に基づき支払うものとします。
3. 当社は、本規約の内容を変更する場合は変更後の本規約をサポートページに掲示します。この場合、お客様が変更後の本規約が有効になる日までに当社に書面で異議申立をし、当社とお客様間で書面による異なる合意がなされない限り、締結済のライセンス契約には、変更後の本規約が有効になると同時に変更後の本規約が適用されるものとします。なお、本規約が変更された後に有効期間が開始するライセンスについては、変更後の本規約に基づきライセンス契約が締結されるものとします。
4. ライセンス契約は、その有効期間の満了日をもって終了するものとします。ただし、お客様が更新対象のライセンスと同数の更新用ライセンス（更新対象となるライセンスの有効期間満了日の翌日から有効期間が開始するライセンスをいい、以後同様とします）を、更新対象のライセンスの有効期間の満了前に正当に取得した場合、更新対象のライセンスに基づくライセンス契約は更新用ライセンスをもって更新されるものとし、以後も同様とします。
5. お客様が次の各号に定める事項のいずれかに該当する場合、お客様は、当然に当社に対する全債務（支払債務を含みます）の期限の利益を喪失し、当社は、何らの催告を要しないでおお客様のライセンスの全部または一部を効力停止または失効させることによって、ライセンス契約の全部または一部を解除することができ、または解除しないで一時に債務残額全部の履行を求め、その完済までの間、本サービスを停止することができるものとします。なお、本項は、当社が被った損害の賠償をお客様に請求する権利を妨げないものとします。

- （1）仮差押え、差押え、競売の申請、または破産、特別清算、再生手続開始、会社更生手続開始の申立があった場合、もしくは租税公課を滞納して強制執行、保全差押えを受けた場合
- （2）営業を休止または廃止した場合
- （3）支払を停止した場合、または手形交換所の取引停止処分等を受けた場合
- （4）解散の決議を行なった場合
- （5）本規約またはライセンス契約に違反し、あるいは債

務不履行が発生し、一定の是正期間を経てもなお是正されない場合

6. 前項に基づく当社の本サービスの停止期間が30日を超えた場合、当社はお客様のライセンスを失効させ、ライセンス契約を解除できるものとします。なお、本サービスを停止した場合であっても、当社はお客様に対しライセンス代金の返却をしないこととします。
7. 当社および供給者は、解除、期間満了によりライセンス契約が終了した場合、ライセンス契約終了の日から30日経過後、お客様データをサーバ等から消去することができるものとします。なお、当社は本項に基づくデータ等の消去により生じた損害に関して、一切の責任を負わないものとします。
8. ライセンス契約が解除、期間満了により終了した場合であっても、第3条第6項、同第9項、同第10項、第5条、第6条、第7条、第9条第3項、第10条、第11条、第14条、第16条第3項、第20条、第21条、第23条ならびに第24条は、なお有効に存続するものとします。
9. お客様がライセンスの有効期間中に、自らの都合により、本サービスの利用をせず、中断または終了した場合、その事由の如何を問わず、当社はお客様に対しライセンス代金の返却をしないこととします。
10. 当社は、お客様がライセンス契約に違反しまたは本サービスの利用に関して当社に損害を与えた場合、お客様に損害の賠償を請求することができるものとします。

第4条（本サービスの利用）

1. お客様は、ライセンス契約（有効なライセンス）毎に、端末設備にあるサポート対象DB 1台を本サービスに接続して本サービスを利用することができるものとします。
2. お客様は、ライセンス期間が開始する前月を本サービスの利用準備期間として、本サービスの利用準備のため必要な範囲において本サービスを利用することができるものとします。ただし、当該範囲はいかなる場合も前項の許諾範囲を越えないものとします。また、お客様が第1条第4項に基づきライセンス契約の更新を行う場合、本項による利用準備期間は付与されないものとします。
3. ライセンス契約は、本サービスに関する技術サポート、電話サポートまたはパッチ、バージョンアップ版、変更版もしくは改良版を提供する義務を当社に付与するものではないものとします。ただし、お客様は第12条に定める条件により、サポートサービスを受けることができるものとします。
4. 当社は、本サービス開始日前にお客様にユーザIDおよびパスワードをライセンス通知書に記載してお客様に交付するものとします。
5. お客様は、本サービスの利用に当たり、次の各号に該当する取扱いをしてはならないとともに、ユーザに遵守させるものとします。
 - (1) サービス仕様書記載事項以外の利用を行うこと
 - (2) 本サービスの運営を妨害すること
 - (3) 本サービスを法令もしくは公序良俗に反し、または反するおそれのある目的または方法で利用すること
 - (4) 当社もしくは第三者の著作権その他の知的財産権を侵害し、または侵害するおそれのある目的または方法で利用すること
 - (5) 当社もしくは第三者の財産、プライバシーを侵害し、または侵害するおそれのある目的または方法で利用すること
 - (6) 当社もしくは第三者を差別もしくは中傷し、もしくはその名誉もしくは信用を毀損し、または毀損等のおそれのある目的または方法で利用すること
 - (7) 当社もしくは第三者の電気通信回線およびこれに付帯する設備に障害もしくは支障を与え、または与えるおそれのある目的または方法で利用すること

- (8) 本サービスを第三者に利用させること（お客様が本サービスを利用して、第三者に他のサービスを提供する行為を含みます）
- (9) 当社が本サービス提供の際に利用する領域に故意にアクセスすること、または当該領域に保管されたデータを破損、使用不能、ならびにこれらに類似する行為をすること
- (10) コンピュータウィルス等の他人の業務を妨害もしくはそのおそれのあるコンピュータプログラムを、本サービスを利用して使用すること

6. 本サービスの利用に当たり、お客様が前項各号のいずれかに該当する取扱いをしていると当社が判断した場合、当社は、お客様に何ら通知することなく、本サービスの停止またはお客様データの削除その他必要な措置を講ずることができるものとします。

第5条（保証と責任）

1. 当社は、アクセス回線を利用してお客様および当社間で送受信されたデータの完全性、正確性、有用性等に関し、検証の義務を負わないとともに、何らの保証の責めを負わないものとします。
2. いかなる事由に起因する場合であっても、当社の損害賠償責任は、お客様が被った通常の直接損害に限定されることとし、当社は、間接損害、特別損害、逸失したデータおよび逸失利益に関する損害については、かかる損害の可能性につき知らされていた場合であっても責任を負わないものとします。当社のライセンス契約に基づく損害賠償責任は、いかなる場合においても、お客様が当社に支払済みのライセンス代金をその上限とします。
3. お客様は、当該損害賠償請求をし得ることとなった日から90日を経過する日までに、当社に対し当該賠償請求をしなかったときは、その権利を失うものとします。
4. 本サービスの提供に関し、当社が負う契約上または法律上の責任は、本規約に定める範囲に限られるものとします。

第6条（お客様データ等）

1. お客様は、お客様データについて、自らの責任でバックアップをとるものとします。なお、お客様データが破損、使用不能または漏洩した場合、その事由の如何を問わず、当社および供給者はお客様に対し一切の責任を負わないものとします。
2. 当社および供給者は、通信回線を介した伝送中に生じた送信エラー、お客様データの変化およびお客様データの保全について、一切の責任を負わないものとします。

第7条（免責）

当社および供給者は、次の各号のいずれかの事由に起因する、本サービス提供の遅延または停止、お客様データの消失または破損およびそれらによりお客様が被った損害について、いかなる責任（データ等の復元・復旧作業を含みます）をも負わないものとします。

- (1) 天災地変その他の不可抗力（火災、労働争議、騒乱、伝染病、法令の変更、政府・関係省庁または地方公共団体による規制・指示その他指導、輸送機関、通信、電力の供給の障害、電気通信事業者の提供する電気通信役務、その他当社の責めに帰さざる事由に基づく事象）
- (2) 第13条（本サービスの停止）
- (3) 第15条（本サービスの廃止）
- (4) お客様が行った作業が原因となって生じた本サービスの利用上の障害、その他の問題
- (5) 通信回線の障害、お客様のシステム自体の不具合・障害、お客様の端末の誤操作・障害等に基づく本サービスの不履行、サービス提供設備等を構成するハードウェア、ソフト

ウェア、テンプレート、ライブラリ等に関するバグ、不具合、瑕疵による障害

- (6) 善良なる管理者の注意をもってしても防御し得ないサービス提供設備等への第三者による不正アクセスまたはアタックまたは通信経路上の傍受またはコンピュータウィルスによる損害
- (7) 当社の責めに帰すべき事由によらないお客様データの全部または一部の消失・破損
- (8) 本サービスの利用に関して、お客様および第三者との間において生じた一切の紛争

第8条（ユーザID、パスワードの取り扱い）

1. お客様は、本サービスを利用するために当社が発行するユーザIDおよびパスワードを適正に管理する責任を負うものとします。
2. お客様は、お客様が正当に権限を与えたユーザに利用させる以外、ユーザIDおよびパスワードを第三者に利用させる、または、貸与、譲渡、名義変更、売買等してはならないものとします。
3. お客様は、ユーザIDの使用および管理について一切の責任を負うものとし、当社および供給者は、第三者によるユーザIDの使用等について一切の責任を負わないものとします。

第9条（知的財産権の保護）

1. 当社もしくは供給者から、または第三者を通じて入手した本サービス、資料、派生物および本サービスの情報（以下、総称して「当社提供情報」といいます）に対する権原および権利ならびにそれらに関するすべての特許権、著作権、営業秘密およびその他のすべての知的財産権は、当社、供給者および原権利者に帰属するものとし、お客様は当社、供給者および原権利者が保有するこれらの権利等を侵害する行為を行ってはならないものとします。なお、本規約の中でお客様に対して明確に付与されていない権利は当社または供給者に留保されるものとします。
2. お客様は、本サービスおよび当社提供情報につき、次の各号に定める行為およびこれらに類する行為を含め、当社、供給者および原権利者の知的財産権を侵害する行為またはそのおそれのある行為は一切行わないものとし、かつ第三者にも当該行為をさせないものとします。
 - (1) 本サービスを自己利用目的以外に利用すること
 - (2) 複製、改変、編集、リバースエンジニアリング、逆コンパイルまたは逆アセンブル、解読、ソースコードの発見の試みを行うこと、または、貸与、貸借、再販、派生物の制作すること
 - (3) 営利目的の有無を問わず、第三者に配布・送信・貸与等を行うこと
 - (4) 当社の事前の書面承諾なく、お客様のWebサイト等に掲載・転用すること
 - (5) 当社または供給者の著作権表示を削除または変更すること、および当社、供給者または本サービスの商標を当社の書面承諾なく使用すること
3. お客様が前項各号のいずれかに該当した場合、お客様は、当社および供給者の指示に則り、遅滞なく侵害排除措置をとるとともに当社および供給者が被った損害を賠償するものとします。

第10条（お客様の義務）

1. お客様は、本サービスを利用開始する時までに、サービス仕様書の定めに従い、端末設備の準備および環境設定を行うこととします。なお、当該準備および環境設定に要する費用は、お客様の負担とします。
2. 本サービスの全部または一部が停止し、当社がその回復のためにお客様に協力を求めた場合、お客様は、速やかにこれに

応ずるものとします。

3. お客様が本サービスの提供を受けるために要する電気料金、通信回線に係る料金その他の費用は、お客様の負担とします。
4. お客様は、本規約およびライセンス契約に基づく権利の全部もしくは一部を第三者に譲渡し、担保に供しもしくはその他の処分をし、または債務の全部もしくは一部を第三者に履行させてはならないものとします。
5. お客様は、本規約またはライセンス契約に関連する一切の事項について、当社との間で処理するものとします。

第11条（機密情報の取扱い）

1. お客様および当社は、相手方の書面による事前の承諾なしに、本規約およびライセンス契約に関連して知り得た相手方の情報（以下「機密情報」という）につき、第三者に開示または漏洩してはならないものとします。ただし、当社が本サービスの全部または一部を第三者または販売店に委託する場合、本サービス提供に必要な範囲において、当社は再委託先または販売店に対してお客様の機密情報の開示を可能とします。
2. お客様および当社は、善良なる管理者の注意をもって機密情報を厳重に管理するとともに、機密情報を使用する従業員、販売店、再委託先ならびに相手方から承諾を得て機密情報を開示した第三者に対して、本項に定める機密保持義務を遵守させるものとします。なお、お客様および当社は、相手方から承諾を得て行う第三者への機密情報の開示について、自己の責任と管理のもとに行うものとします。
3. お客様および当社は、次の各号のいずれかに該当する情報については、機密情報とみなさないものとします。
 - (1) 相手方から開示を受けた時、開示を受けた当事者が既に所有していた情報
 - (2) 相手方から開示を受けた時、既に公知であった情報、もしくはその後開示を受けた当事者の責に帰さない事由により公知となった情報
 - (3) 相手方から開示を受けた後、開示を受けた当事者が合法的に第三者から取得した情報
 - (4) 法令の定め、または裁判所の命令に基づき開示を要請された情報
4. お客様および当社は、ライセンス契約の履行に伴い取り扱う個人情報、ライセンス契約の契約期間のみならず、ライセンス契約の終了後においても、第三者に開示または漏洩してはならないものとします。ただし、当該個人情報主体の承諾を得た場合、または法令に定める場合を除くものとします。

第12条（サポートサービス）

1. 当社は、当社と有効にライセンス契約を締結しているお客様に対して、当社が設置するサポートセンターにおいて本サービスのサポートを次の各号の通り提供します。なお、当社の出張対応が必要なサポートは本項のサポートには含まれません。
 - (1) フリーダイヤルによる電話、ファクシミリ（当社所定のFAX質問用紙を使用）または当社がインターネット上に設置した会員専用ページから行った本サービスの使用方法に関する問合せや技術的な問合せに対してコールバック方式で回答します。
 - (2) リモートメンテナンス（当社がインターネット回線または電話回線を介して、お客様のコンピュータに対して遠隔から実施する支援操作）による緊急オペレーション対応をお客様の要請に基づき行います。ただし、リモートメンテナンスの提供を受けるには、当社所定のリモートメンテナンス用端末設備の準備および環境設定を事前にお客様が行っていることが必要です。なお、当該準備および環境設定に要

する費用は、お客様の負担とします。

2. お客様は、コールセンターの一般的性質として次の各号に掲げる事項を予め承した上、本サポートの提供を受けるものとします。
 - (1) お客様の問合せに対する即答性が保証されないこと
 - (2) 応答者のスキルレベルに応じて提供されるサービス品質に差が生じること
 - (3) お客様の問題が必ず解決、改善されることは保証されないこと
 - (4) お問合せの多い時期、時間において電話の応答時間を過分に要しうること
3. 当社のサポートセンターの対応時間は、午前9時より午後5時30分までとします。ただし、土曜日、日曜日、国民の祝日および当社が事前にお客様に通知したサポートセンターの休日は除くものとし、またプレミアムフライデー制度実施日等、当社がお客様に事前に通知した場合は対応時間を短縮することができるものとします。
4. 前各項の当社が定める範囲以外の保守サポートをお客様が希望する場合、当社がこれを認めた場合は、お客様は当社が別途定める条件に従い、協議により所定の料金を支払うことで、当該サポートサービスの提供を受けることができるものとします。

第13条（本サービスの停止）

1. 当社は、次の各号のいずれかに該当する場合、事前にお客様に通知することにより、本サービスの全部または一部の提供を停止することができるものとします。ただし、緊急事態が発生した場合はこの限りではなく、当社は事後にその旨お客様に報告するものとします。
 - (1) サービス提供設備の保守管理または工事等の維持管理、サービス向上等による機器の変更等、本サービスを安定的に提供する上でやむを得ない場合（計画的な保守作業を含みます）
 - (2) サービス提供設備の貸与・保守等を行う事業者が事業を停止する等、当社にて回避できない事由により、本サービスの全部または一部を提供できなくなった場合
 - (3) サービス提供設備に障害等が発生し、本サービスを提供することが困難になった場合
 - (4) 当社が契約している電力会社や通信事業者等から電力供給等の安定的なサービスの提供を受けることができなくなり、お客様に対し安定的に本サービスを提供することが困難となった場合
 - (5) 前各号に掲げる事項のほか、当社が停止する必要があると判断した場合
2. 天災、地変その他の非常事態が発生し、または発生するおそれがあるときは、災害の予防もしくは救援、交通もしくは電力の供給の確保または秩序の維持に必要な事項を内容とする通信、または公共の利益のため緊急に行うことを要する通信を優先的に取り扱うため、当社が本サービスの提供を制限、もしくは停止する措置を取ることがあることをお客様は了承するものとします。
3. 当社は、お客様が次の各号のいずれかに該当する場合、事前にお客様への書面通知により、本サービスの全部を停止することができるものとします。
 - (1) ライセンス代金の支払債務に一度でも遅れた場合
 - (2) 本サービス利用申込をするにあたり、虚偽の記載をしていたことが判明した場合
4. 当社は、お客様が第4条第5項各号に該当する場合、事前にお客様への書面通知なく、本サービスの全部を停止することができるものとします。

第14条（補償）

1. お客様（お客様が法人の場合は、第8条第2項に定める「ユーザ」を含みます。以下、本条において同義）による本サービスの購入、利用、その他の行為に関連または起因して、当社または供給者が第三者から請求、クレームを受け、あるいは訴訟を提起（以下、「本件請求」といいます）され、または本件請求を受けるおそれがある場合、お客様は、お客様の費用および責任において解決し、かつ当社および供給者ならびにこれらの取締役、執行役員、従業員および代理人を防御・弁護しかつ責任を免除するとともに、当社および供給者が被った損害を補償するものとします。なお、本件請求のうち、本サービスが第三者の日本における特許権、著作権、営業秘密または商標権等、知的財産権の侵害に起因する場合、当社は次の各号の全ての要件をみたまつ場合に限り、当社はお客様に生じた損害を第5条第2項および第3項に従い賠償するものとします。
 - (1) お客様が申立を受けた日から3営業日以内に、当社に対して申立の内容を通知すること
 - (2) お客様が、第三者との交渉または訴訟の遂行に関し、当社および供給者のうち、当社が指定する者に実質的な参加の機会および決定の権限を与えたとともに必要な援助をすること
 - (3) お客様が、当社および供給者が必要とする援助を行わない、合理的な範囲において協力すること
 - (4) 当社または供給者の責めに帰すべき事由があること
2. 前項に定める当社の責任は、次の各号の場合には適用されないものとします。
 - (1) お客様が本規約およびライセンス契約に違反して本サービスを利用していた場合
 - (2) 当社の事前の書面による同意を得ることなく、本サービスがお客様、ユーザまたは第三者により変更された場合
 - (3) 当社の事前承諾を得ず、本件請求に対して対応した場合
3. 本条の定めは、本サービスに関して当社がお客様に対して負う責任の全てを規定したものであり、当社はその他のいかなる責任をも負わないものとします。なお、供給者はお客様に対していかなる責任も負わないものとします。

第15条（本サービスの廃止）

1. 当社は、本サービスを廃止する場合、廃止する6か月前にお客様に対して、書面通知を行います。通知内容の発信によりその効力が生ずるものとし、通知がお客様に未達またはお客様が未確認でもその効力に影響がないものとします。
2. 当社が予期し得ない事由または法令、天災などのやむを得ない事由で、本サービスの廃止をする場合において相当の猶予期間をもった事前通知が不能な場合、当社はすみやかにお客様に対して通知するものとします。
3. 前二項に基づき本サービスが全部廃止された場合、当該廃止の日にライセンス契約は解約されるものとします。

第16条（反社会的勢力の排除）

1. お客様は、次の各号の事項を表明し、保証するものとします。なお、お客様は、次の各号のいずれかに違反することを発見した場合、直ちに当社へその事実を報告するものとします。
 - (1) 自らが「暴力団員による不当な行為の防止等に関する法律」に定義する暴力団およびその関係団体その他の反社会的団体または勢力（以下「反社会的勢力」といいます）でないこと
 - (2) 自らが反社会的勢力でなかったこと
 - (3) 反社会的勢力を利用しないこと、およびこれに準ずる行為を行わないこと

- (4) 反社会的勢力に資金提供を行わないこと、およびこれに準ずる行為を行わないこと
 - (5) 反社会的勢力を名乗るなどして当社の名誉・信用を毀損もしくは業務の妨害を行い、または不当要求行為をなさないこと、およびこれらに準ずる行為を行わないこと
 - (6) 自らまたはユーザが反社会的勢力の構成員でないこと
2. 当社は、お客様が前項に違反した場合、お客様に対し何らの催告を要せずして、直ちにお客様および当社間で締結した一切の各契約等の全部または一部を解約することができるものとします。
 3. 前項に基づき、お客様および当社間で締結した各契約等が解約された場合、お客様は、当該契約に関する一切の期限の利益を失い、直ちに当社に債務を弁済するものとします。

第17条（完全合意）

本規約は、本サービスおよびライセンス契約に関するお客様および当社間の完全な合意を取り決めたものであり、お客様および当社間の従前の全ての合意に優先します。

第18条（分離可能性）

本規約に定めるいずれかの規定が無効、違法または法的強制力を有しないとの判断が下された場合、当社はかかる規定に有効性かつ合法性を回復させ、当該規定の当初の意図との整合性を維持させるために、合理的に必要な範囲で解釈または変更を行なうものとします。かかる解釈または変更が不可能な場合は、ライセンス契約から分離するものとします。本規約に定めるその他の規定および条項は引き続き効力を有するものとします。

第19条（権利不放棄）

お客様または当社が、本規約に定めるいずれかの条項における権利を行使しなかった場合でも、当該当事者がかかる条項またはその他の条項において有する権利を放棄したことにはならないものとします。

第20条（輸出入に関する法規の遵守）

お客様は本サービス、当社の情報、資料、データ、その他のライセンス契約に関連する技術情報の輸出に関連して適用される本邦、米国その他関係国すべての法規等を遵守し、当社の事前の書面による承諾を得ることは勿論、必要に応じて、日本国政府の輸出許可および関係国政府の再輸出許可を取得することに同意します。お客様はお客様による輸出に関して、当社が一切、何らの責任を負わないことに同意します。

第21条（準拠法—裁判管轄）

本規約およびライセンス契約は日本国法に準拠するものとします。ライセンス契約の履行に関して生じた紛争については、訴額に応じて東京簡易裁判所および東京地方裁判所を第一審の専属的合意管轄裁判所とします。なお、裁判で使用する言語は日本語とします。

第22条（通知）

当社は、本契約に定めるお客様への通知について、サポートページへの掲載等、当社所定の方法で行うものとします。なお、お客様から当社への通知は、お客様が書面で行ったものについてのみ有効とします。

第23条（協議）

本規約に定めのない事項その他本規約に関して生じた疑義については、お客様および当社が誠意をもって協議し決定するものとします。

第24条（特約）

1. CELFに組み込まれている供給者の製品であるCurl製品に関するライセンス規約は本規約の別紙にて提示するものとします。
2. CELFに含まれる第三者ソフトウェア等ならびに適用されるライセンス規約については本規約の別紙にて提示するものとします。

以上

別紙：ライセンス規約

(I) Curl 製品

本規約は、GELF製品に含まれるCurl®言語、Curl RTE™、Curl Pro/Deployment License™、Curl Deployment License™（無償版）、Caede Pro/Deployment License™、Caede Pro/Deployment License™（無償版）、Curl Pro/IDE™、Curl IDE™（無償版）、Curl Development tool for Eclipse®、Caede SDK™（無償）、Caede Development Tools™（以下合わせて「Curl®製品」という）に適用される。

第1条（定義）

本契約で使用する場合、

- 「アプリケーション」とは、Curl®言語等で書かれ、あるいはRTEによって処理される個々のプログラム、ファイル、スクリプト、画像、グラフィックス、ビデオ、音声、テキスト、データまたはその他の物もしくは情報で、当該処理の過程で顧客がプラットフォーム上に実装を希望することを明示したものをいう。
- 「カールの情報」とは、SCSKが提供した口頭、書面または機械可読式のすべての情報をいう。
- 「派生物」とは、本製品の一部もしくは全部に基づき、または本製品の一部もしくは全部を組み込んだ著作物をいい、SCSKの許可を得ずに使用した場合に本製品に対するSCSKの知的財産権侵害に相当するような機械的または電子的複製物、翻訳物、改造物、変更物、媒体の変更その他形式を含む。本製品を使用して作成されたアプリケーションは派生物ではない。
- 「ライセンス・キー」とは、顧客がプラットフォームにアプリケーションを実装できるようにSCSKが生成し、提供したキーをいう。
- 「資料」とは、研修、トレーニング・コース、コンサルティング、その他のサービスに関連してSCSKが顧客に提供したすべての参考資料、コース資料、説明用ソフトウェア、ステューデント・ガイド、研修資料およびその他の資料をいう。
- 「プラットフォーム」とは、ライセンス・キー登録の過程で顧客が指定した、アプリケーションの実装を希望する特定のプラットフォームをいう。プラットフォームは、顧客または顧客のカスタマーが管理、運営および/または所有するイントラネットあるいはエクストラネットの場合もあれば、インターネットのサイトに一般的にアクセスできるプラットフォームである場合もある。
- 「本製品」とは、Curl®製品ならびにSCSKが開発または所有、販売権を持ち、SCSKがライセンスを許諾し、または本契約の締結日の時点でCurl®製品もしくは技術に含まれるその他のソフトウェアまたは知的財産を含む。
- 「RTE」とは、エンドユーザがプラットフォーム上でアプリケーションを使用するために必要なCurl RTEと称するランタイム環境をいう。
- 「IDE」とは、Curl®アプリケーションを開発するために必要な開発環境をいう。また、Curl Development tool for Eclipse®と称する「ODE」は、Eclipseコードを含む開発環境をいう。
- 「Caede SDK（無償）」とはモバイルアプリケーションを開発するためのフレームワーク製品であり、必要な開発環境をいう。Caede SDKにはオープンソースソフトウェアであるjQuery、jQuery Mobile、jQuery Mobile-DataBox、jQueryUI、iScroll、RequireJS、r.js、jQueryUI Touch Punch、Spongy Castle、OpenSSL、SQLCipherおよびSocket.ioを含むものとする。「Caede Development Tools」は「Caede SDK」を使用する高機能版の開発環境であり「ODE」を含むものとする。
- 「ソースコード」とは、人間可読式コードをいう。

- 「オブジェクトコード」とは、コンピュータに理解できる言語で記述されたプログラムをいう。
- 「ライセンス料」とは、初期使用料及び年間使用料から構成される。

第2条（限定的ライセンス）

- 本契約に定める条件に基づいて、SCSKIは、日本国内において顧客が自らの使途のために本製品をインストールして使用する、譲渡不能かつライセンス期間中に有効な（ただし、第8条に定める場合を除く）非独占的ライセンスを顧客に許諾する。ただし、本製品の内有償にてライセンスされるものについては別途ライセンス料、ライセンス条件、ライセンス期間を規定する。評価版ライセンスのライセンス期間はダウンロードから60日間とする。
- 本製品はCurl Deployment License™（無償版）およびCaede Pro/Deployment License™（無償版）、Curl IDE™（無償版）、Caede SDK（無償版）を商用に利用してはならない。ここで商用とは、本製品を法人内にて業務遂行を目的として使用する行為、法人が個人や他の法人を相手に直接、間接とを問わず収益の追及を目的として本製品を使用する行為、個人が他人や法人に対し直接、間接とを問わず収益の追及を目的として本製品を使用する行為等を指す。但し、第三者が自由にアクセス可能なインターネット環境にて公開されるアプリケーションの開発の為にCurl Deployment License™（無償版）および/またはCurl IDE™（無償版）を使用する場合には、課金ベースのアプリケーション及びHTTPS等のセキュリティ接続プロトコルを使用するアプリケーションを除き、この制限を受けないものとする。
- 顧客はプラットフォーム上にアプリケーションを実装して、プラットフォームの最終使用者（「エンドユーザ」）がアプリケーションを使用できるようにすることができる。本製品のの一部がソースコード形式で供給された場合、SCSKIは本製品のソースコードおよびオブジェクトコードおよび/またはソースコード形式の派生物のコピーの使用、変更、改良、更新、コンパイル、および配付を許諾する。ただし、(a) 顧客は上記のソースコードまたはその派生物に、SCSKの所有権に関するすべての文言を明示、挿入すること、(b) 顧客は上記のソースコードまたはその派生物に関するSCSKの保証およびそれに順ずる記述を排除または削除すること、および(c) 顧客は、変更したソースコードには、顧客によってソースコードが変更された旨の告知を明示、挿入すること、を条件とする。
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（明示的に削除）

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- [Hibernate ORM](#)
- [Hibernate Commons Annotations](#)
(<http://www.hibernate.org/>)
- [mchange:commons-java library](#)
(<https://github.com/swaldman/mchange-commons-java>)

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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Once this change is made in a given copy, it is irreversible for that copy, so the ordinary GNU General Public License applies to all subsequent copies and derivative works made from that copy.

This option is useful when you wish to copy part of the code of the Library into a program that is not a library.

4. You may copy and distribute the Library (or a portion or derivative of it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange.

If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

You must give prominent notice with each copy of the work that the Library is used in it and that the Library and its use are covered by this License. You must supply a copy of this License. If the work during execution displays copyright notices, you must include the copyright notice for the Library among them, as well as a reference directing the user to the copy of this License. Also, you must do one of these things:

- Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)
- Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.
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- If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above

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- Bouncy Castle

- RequiredJS

- r.js

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