

個別特約

<ソフトウェア使用許諾契約書（使用権パック B）>

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山形県南陽市和田 3369 番地

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第 1 条（用語の定義）

1 本特約では、用語について、以下の各号に定めた意味で解釈します。

- （1）「システム」とは、「ほのぼの」シリーズソフトウェア地域包括支援センターシステムまたは要援護者台帳システムをいいます。
- （2）「付属ドキュメント」とは、当社が本製品の品質、仕様、運用方法を定めた書面をいい、スタートアップガイド、マニュアル、ポイント集等、本製品の一部として、お客様に交付されます。付属ドキュメントは、当社およびその他の第三者の知的財産権等で保護されており、お客様が許諾ソフトウェアを使用する目的に限り、当社がその使用をお客様に許諾します。
- （3）「コンピュータ」とは、電子計算機をいいます。お客様が仮想化技術を使用し、1 台の物理的機器において仮想的なコンピュータを複数動作させる場合は、それぞれの仮想的なコンピュータを 1 台のコンピュータと見なします。
- （4）「ネットワーク」とは、複数のコンピュータを相互接続する TCP/IP ネットワークをいいます。
- （5）「データベースサーバ」とは、システム上でデータ管理を行うサーバ機能を実現するソフトウェアをいいます。当社はデータベースサーバをシステムの一部として提供します。
- （6）「アプリケーションサーバ」とは、システム上でアプリケーション処理を行うサーバ機能を実現するソフトウェアをいいます。当社はアプリケーションサーバをシステムの一部として提供します。なお、アプリケーションサーバは JavaEE サ

サーバと連携してクライアント端末に対してアプリケーション配信を行います。当社は、JBOSS AS 7.1.1Final を JavaEE サーバとして本製品に付属して提供します。

- (7) 「クライアント端末」とは、システムを使用するためのインターフェース（操作画面等）をお客様に提供する機能を搭載するコンピュータをいいます。
- (8) 「管理対象拠点」とは、システムで管理する単位に分割されたお客様またはお客様の業務委託先の拠点をいいます。
- (9) 「ライセンス」とは、システムを実現する各ソフトウェアをコンピュータにインストールおよび使用するために必要となる本製品のソフトウェア使用権をいいます。
- (10) 「ライセンス通知書」とは、当社が交付するライセンスを化体表章した証書をいいます。
- (11) 「使用環境」とは、システムを使用するために必要となるコンピュータ、オペレーティングシステム、ネットワークその他のシステムの使用環境で、当社所定の要件を満たすものをいいます。

2 ライセンスには、お客様への許諾内容に応じて、次の各号に定める種類があります。ライセンスの種類および数量に応じて、お客様に使用許諾されるシステムの種類および範囲が決まります。なお、ライセンスの種類によらず、アプリケーションサーバは 1 個につき、同時 150 セッション（クライアント端末の Web ブラウザで開く画面数を指します）を超えるアプリケーション配信はできないものとし、これを超える場合は別途、アプリケーションサーバライセンスにより、アプリケーションサーバを追加構築する必要があります。

(1) 基本ライセンス

基本ライセンスは、データベースサーバおよびアプリケーションサーバをコンピュータに 1 つずつインストールしてシステムを構築し、当該システムで 1 つの管理対象拠点を登録・管理することを許諾するライセンスです。なお、各ソフトウェアのインストール先となるコンピュータは 1 台に限られます。基本ライセンスの種類に応じて、構築できるシステムの種類やクライアント端末の台数が異なり、その詳細は次の①から⑤に定めるとおりとします。

① 地域包括支援センターシステム LAN 版

このライセンスに基づき構築できるシステムは地域包括支援センターシステムとします。システムを使用するクライアント端末は 5 台以下に限り許諾されます。このライセンスによるシステムには、拠点追加ライセンスを適用できないものとし、登録・管理が許諾される管理対象拠点は最大 1 拠点に限られます（本号⑤で要援護者台帳システムを追加した場合も同様とします）。

② 地域包括支援センターシステム Web 版

このライセンスに基づき構築できるシステムは地域包括支援センターシステムとします。システムを使用するクライアント端末台数に制限はありません。このライセンスによるシステムには、拠点追加ライセンスを適用できるものとします（本号⑤で要援護者台帳システムを追加した場合も同様とします）。

③ 要援護者台帳システム LAN 版

このライセンスに基づき構築できるシステムは要援護者台帳システムとします。システムを使用するクライアント端末は 5 台以下に限り許諾されます。このライセンスによるシステムには、拠点追加ライセンスを適用できないものとし、登録・管理が許諾される管理対象拠点は最大 1 拠点到限られます。

④ 要援護者台帳システム Web 版

このライセンスに基づき構築できるシステムは要援護者台帳システムとします。システムを使用するクライアント端末台数の制限はありません。このライセンスによるシステムには、拠点追加ライセンスを適用できるものとします。

⑤ 要援護者台帳システム地域包括オプション版

このライセンスに基づき構築できるシステムは要援護者台帳システムとします。なお、このライセンスは、単独で要援護者台帳システムを使用許諾するものではなく、本号①②のライセンスに基づき、使用許諾された地域包括支援センターシステムに要援護者台帳システムを追加構築することを許諾するライセンスです。

(2) 拠点追加ライセンス

拠点追加ライセンスは、システムに管理対象拠点を 1 拠点追加して登録・管理することを許諾するライセンスです。システムの種類、登録・管理する管理対象拠点の属性により、適用できる拠点追加ライセンスが異なり、その詳細は、本号①②③に定める通りとします。なお、拠点追加ライセンスは単独ではいかなる権利も許諾するものではなく、基本ライセンスに基づき構築済のシステムを拡張する権利を許諾するライセンスとします。ただし、基本ライセンスによっては、拠点追加ライセンスは適用できない場合があり、その詳細は本項 1 号に定める通りとします。

① 出先ライセンス

このライセンスは、システムが地域包括支援センターシステムで、かつ、追加する管理対象拠点が地域包括支援センターの業務委託先の出先機関である場合に限り、適用できるものとします。

② 再委託先ライセンス

このライセンスは、システムが地域包括支援センターシステムで、かつ、追加する管理対象拠点が地域包括支援センターの業務委託先である居宅介護支援事業所である場合に限り、適用できるものとします。

③ 外部機関ライセンス

このライセンスは、システムが要援護者台帳システムである場合に限り、適用できるものとします。

(3) アプリケーションサーバライセンス

アプリケーションサーバライセンスは、アプリケーションサーバをコンピュータに1個インストールし、システムを拡張することを許諾するライセンスです。アプリケーションサーバのインストール先となるコンピュータは1台に限られます。なお、アプリケーションサーバライセンス単独ではいかなる権利も許諾するものではなく、基本ライセンスに基づき構築済のシステムを拡張する権利を許諾するライセンスとします。

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該当するソフトウェア：SAP SQL Anywhere、Appeon for PowerBuilder

- 3 お客様は、自らの責任と費用負担により、システムを使用するために必要となるインストール、アクティベーション、設定等の作業、およびシステムの利用者に対する操作説明を行うものとします。当社は、これらの作業を、引き受けることができる範囲において、

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- 2 お客様は、バージョンアッププログラムの提供について、次の各号を理解し、同意するものとします。
 - (1) お客様の問題を必ず解決もしくは改善することを約束するものではないこと
 - (2) システムの性能、機能、動作、または画面が変更される場合があること
 - (3) システムの名称またはライセンス名が変更される場合があること
 - (4) 使用環境の要件が変更される場合があること
 - (5) システムのサポートを終了し、同等の許諾条件により後継システムを提供することをもってバージョンアップの提供に代える場合があること
- 3 お客様は、当社が提供したバージョンアッププログラムを適用し、常に最新バージョンのシステム（本条第2項第5号に基づく場合は、後継システムをシステムと読み替えるものとし、以下、同様とする）を使用するものとします。
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- 1 当社は、ライセンス期間の開始日から起算して 90 日間、通常の使用環境下において、付属ドキュメントに記載されたシステムの機能の重要な部分について、瑕疵がないことをお客様に保証します。本製品に不具合が発見された場合、第4条に基づき不具合修補のバージョンアッププログラムを提供します。当社が本製品の品質保証について負うべき責任はこのことをもって全てとし、当社は、返品、損害賠償等、その他いかなる責任も負わないものとします。
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Version 2.1, February 1999

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[This is the first released version of the Lesser GPL. It also counts as the successor of the GNU Library Public License, version 2, hence the version number 2.1.]

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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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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.

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b) 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.

- c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.
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