個別特約

＜ソフトウェア使用許諾契約書（買取版Ａ）＞

　エヌ・デーソフトウェア株式会社（以下「当社」という。）が、直接または販売パートナーを通じてお客様に提供する「ほのぼの」シリーズ地域包括支援センターシステム／要援護者台帳システム（ライセンス通知書で約款適用条件が「買取版Ａ」であるソフトウェア製品をいい、以下「本製品」という。）は、当社およびその他の第三者の著作権、商標等の産業財産権、およびその他の知的財産権（以下「知的財産権等」という。）で保護された製品です。当社は、お客様が利用規約および本特約を承諾することを条件に、本製品の非独占的な使用を許諾します。なお、利用規約と本特約に相反する定めがある場合には、本特約が優先して適用されるものとし、本特約に定めのない事項は利用規約に従うものとします。

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みなします。
　（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

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が、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 拠点に限られます。

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、およびシステムの使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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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、本製品に不具合が発見された場合、お客様と当社の間に、本製品の保守契約が有効に成立・存続している場合に限り、当該保守契約の条件に従って、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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（条項は以上）

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Version 2.1, February 1999

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Preamble

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When we speak of free software, we are referring to freedom of use,not price.　Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish); that you receive source code or can get it if you want it; that you can change the software and use pieces of it in new free programs; and that you are informed that you can do these things.

To protect your rights, we need to make restrictions that forbid distributors to deny you these rights or to ask you to surrender these rights.　These restrictions translate to certain responsibilities for you if you distribute copies of the library or if you modify it.

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We protect your rights with a two-step method: (1) we copyright the library, and (2) we offer you this license, which gives you legal permission to copy, distribute and/or modify the library.

To protect each distributor, we want to make it very clear that there is no warranty for the free library. Also, if the library is modified by someone else and passed on, the recipients should know that what they have is not the original version, so that the original author's reputation will not be affected by problems that might be introduced by others.

Finally, software patents pose a constant threat to the existence of any free program. We wish to make sure that a company cannot effectively restrict the users of a free program by obtaining a restrictive license from a patent holder. Therefore, we insist that any patent license obtained for a version of the library must be consistent with the full freedom of use specified in this license.

Most GNU software, including some libraries, is covered by the ordinary GNU General Public License. This license, the GNU Lesser General Public License, applies to certain designated libraries, and is quite different from the ordinary General Public License. We use this license for certain libraries in order to permit linking those libraries into non-free programs.

When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the

user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

The precise terms and conditions for copying, distribution and modification follow. Pay close attention to the difference between a "work based on the library" and a "work that uses the library". The former contains code derived from the library, whereas the latter must be combined with the library in order to run.

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A "library" means a collection of software functions and/or data prepared so as to be conveniently linked with application programs (which use some of those functions and data)

to form executables.

The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

"Source code" for a work means the preferred form of the work for making modifications to it. For a library, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the library.

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running a program using the Library is not restricted, and output from such a program is covered only if its contents constitute a work based on the Library (independent of the use of the Library in a tool for writing it). Whether that is true depends on what the Library does and what the program that uses the Library does.

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You may charge a fee for the physical act of transferring a copy,and you may at your option offer warranty protection in exchange for a fee.

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  a) The modified work must itself be a software library.

  b) You must cause the files modified to carry prominent notices stating that you changed the files and the date of any change.

c) You must cause the whole of the work to be licensed at no charge to all third parties under the terms of this License.

d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that,in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(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.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Library,and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works.   But when you distribute the same sections as part of a whole which is a work based on the Library, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Library.

In addition, mere aggregation of another work not based on the Library with the Library (or with a work based on the Library) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

   3. You may opt to apply the terms of the ordinary GNU General Public License instead of this License to a given copy of the Library.   To do this, you must alter all the notices that refer to this License, so that they refer to the ordinary GNU General Public License, version 2,instead of to this License.   (If a newer version than version 2 of the ordinary GNU General Public License has appeared, then you can specify that version instead if you wish.)   Do not

make any other change in these notices.

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.)

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