[Important]
This Software License Agreement (hereinafter, "Agreement") is a legal agreement for the use of the software between the end user (hereinafter "Customer") and Soliton Systems K.K. (hereinafter, "Soliton").
By proceeding to use this software, Customer is consenting to be bound by this Agreement. If Customer does not agree to the terms and conditions of this Agreement, discontinue installing and delete the software and its accessories (manual, other documentations, external packaging, and all others) from Customer's device. Pursuant to the rules for amendment to a standardized form of contracts under Article 548-4 of the Civil Code of Japan, Soliton may amend this Agreement without Customer's approval by notifying the amendment, the amended terms and the effective date of the amendment on Soliton's website, via email to Customer or in any other manner. Customer will be deemed to have agreed to the amended terms if Customer uses the Software after the amendment.
The most current version of the Agreement can be viewed at https://www.soliton.co.jp/eula/ .

Please also refer to the terms of "Soliton DNS Guard" service which describes the terms and conditions of the cloud service "Soliton DNS Guard" required for using "Product".

Licensed Program ("Software"):
 "Soliton DNS Guard Agent"

Note:
1. The features of Software is available only when the Software is used with Soliton DNS Guard service.
2. This Software may be updated automatically once it becomes available.

Article 1.   License Granted

1. Soliton holds the right to grant the use of the Software and its related services, as the original owner of the Software or under the license agreement with the original owner, as applicable.
2. Soliton grants Customer a non-exclusive, non-sublicensable and non-transferable license as follows:
    (1) To install the Software on Customer's device for which license has been granted. "Install" means to set up the Software on device and use its features.
    (2) The usage of Software shall be within the range of purpose as specified in the terms of "Soliton DNS Guard" service and its document/web page.
    (3) The number and period of Software usage is limited to the amount of "Soliton DNS Guard" service which Customer contracts separately. The details of the contract will be written in the "Subscription E-mail Notice" as sent from Soliton. License key may be required for activation.
    (4) To use the Software by connecting with "Soliton DNS Guard" service.
    (5) To reproduce one copy only of the Software for the purpose of backup.
    (6) The evaluation license granted to Customers by Soliton allows Customers to install the Licensed Product as described in Article 1-2, for a period of thirty (30) days from the time of the installation, unless otherwise specified.
3. Soliton may, at its sole discretion, suspend any account in violation of this Agreement or require Customer to purchase additional seat licenses to correct any overage.

Article 2.   Prohibited Uses

Customer shall not:
    (1) Use or copy beyond the scope permitted by this Agreement.
    (2) Transfer, rent, lease, distribute, sub-license, or any other act similar to the foregoing, to the third party, whether it is for commercial or non-commercial purpose.
    (3) Modify, reverse-engineering, disassembling, or any other act similar to the foregoing, on the Software.

(4) Change or delete any copyright notice on the Software or use the Software or its related services to enable copyright protection-circumvention devices or to violate or circumvent in any manner any content copyright, content protection scheme, or content copy policies.
(5) Directly or indirectly export the Software in violation of any applicable law.

Article 3.   Third Party Software

Certain Third Party Software provided in or with the Software is subject to various terms and conditions imposed by the licensors of such Third Party Software. Customer's use of the Third Party Software is subject to and governed by the respective Third Party Software licenses, which relevant licenses for such Third Party Software may be viewed on the Software or the provided webpages/documents. By using the Software and its related services, Customer agrees to comply with the terms and conditions contained in all such Third Party Software licenses.

Article 4.   No Warranty

(1) The Software is provided "AS IS", without warranty of any kind, express or implied, or otherwise including without limitation, any warranty of merchantability or fitness for a particular purpose. Neither Soliton nor its licensor shall be liable to any party for any loss of revenue or profit or for indirect, incidental, special, consequential, or other similar damages, whether based on tort (including without limitation negligence or strict liability), contract or other legal or equitable grounds even if Soliton or its licensor has been advised or had reason to know of the possibility of such damages. In no event shall Soliton ensure complete protection from any malware, malicious attack and/or other threats, whatsoever. Neither Soliton nor its licensor shall be liable to provide maintenance or support of the Software. Maintenance and Support of "Soliton DNS Guard" service shall be concluded separately based upon the terms of "Soliton DNS Guard" service.
(2) Soliton may change, stop offering or terminate the Software, its accessories and its related services without any prior notice to Customer.

Article 5.   Indemnification

Despite the provision of the preceding item, the following shall not be covered by warranty whether it is with or without charge.
(1) Any kind of direct, indirect or incidental damage which may arise from the use of the Software, including, but not limited to, damage or malfunction of customer's own hardware or the other software, whether Soliton has been advised of the possibility of such damage.
(2) Misuse, remodeling, operations that do not meet the specifications to which Soliton agreed, or, malfunction or damage resulting from the use of software or media which were not provided by Soliton as part of the Software.
(3) Soliton shall be held harmless against any liability or damage, arising from non-delivery of the notice from Soliton to Customer as a result of Customer's failure to provide Soliton with the correct or updated contact information at the time of the contract, the registration or the renewal of "Soliton DNS Guard" service.
(4) Malfunction or damage that may arise from natural disaster or inevitable force.

Article 6.   Exclusion of Anti-Social Forces

Customer represents, warrants and covenants to ensure that Customer, its parent company, its affiliated company, any of the board members or other personnel substantially involved in its management, employees, and stakeholders have not fallen under any of the following categories through (1) to (6) in the past (such person or group referred to as the "OCGs"), shall not fall under any of OCGs, and have never conducted or will not conduct any of the following actions through (7) to (11):
(1) an organized crime group;
(2) a member of an organized crime group;

(3) a quasi-member of an organized crime group;
(4) a related company or association of an organized crime group;
(5) a corporate racketeer; or
(6) other equivalent person of any category above (1) to (5).
(7) a demand with violence;
(8) an unreasonable demand beyond its legal entitlement;
(9) use of intimidating words or actions in relation to transactions;
(10) an action to defame the reputation or interfere with the business of Soliton or Soliton Affiliates by spreading rumor, using fraudulent means or resorting to force; or
(11) other equivalent actions of above (7) to (10).

Article 7. Intellectual Property Protection

Soliton or its licensors retain ownership of all proprietary rights in or associated with the Software and the related services and these proprietary rights are protected by Japan and international copyright and other intellectual property laws and international trade provisions. Customer acknowledges that the Software may contain unpublished information and embody valuable trade secrets proprietary to Soliton and/or its licensors. Soliton and/or its licensors reserve all rights in the Software not expressly granted herein. The license granted hereunder and Customer right to use the Software and the related services terminate automatically if Customer violates any part of the Agreement. No rights shall be transferred or granted to Customer except the rights which are expressly permitted under this Agreement.

Article 8. Confidential Information

"Confidential Information" means any non-public business or technical information of Soliton or its licensors including, without limitation, any information relating to Soliton's or its licensors' trade secrets or know-how that is designated as "confidential," either orally or in writing, or that Customer knows or should know is considered confidential or proprietary by Soliton or its licensors. Customer agrees to maintain the Confidential Information in strict confidence and not to use Confidential Information except as expressly authorized by Soliton or its licensors in writing. Customer shall ensure that no unauthorized persons shall have access to the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (i) becomes part of the public domain through no breach of the Agreement by Customer; (ii) is independently developed by Customer without reference to any Confidential Information; or (iii) is rightfully disclosed to Customer by a third party without restriction on disclosure.

Article 9. Trademarks

Customer acknowledges and agrees that the term Soliton and other related logos and designs provided hereunder are the exclusive trademarks of Soliton, registered in Japan and elsewhere, and that Customer shall not use or reproduce these Trademarks without first obtaining a trademark license from Soliton. All other trademarks, trade names and service marks referenced in the Software or Soliton website are the exclusive property of their respective owners. All rights reserved.

Article 10. Privacy

Soliton and its licensors' use of any information provided by Customer, including without limitation, user registration data and usage information, is set forth in the privacy policy at https://www.soliton.co.jp/privacy/ (Japanese edition only).

Article 11.　High-Risk Use

Customer hereby acknowledges that the Software and its related services are not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting the foregoing, the Software and its related services shall not be used in connection with any life support system. Soliton and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. Customer agrees to hold Soliton and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses of the Software and the related services.

Article 12.　Miscellaneous

1. This Agreement comes into effect when Customer processes the installation of the Software or continues using the Software. This Agreement shall be valid until Customer terminates the use of the Software or Soliton terminates this Agreement based on the following items.
2. In case Customer violates any of the articles in this Agreement, Soliton may terminate this Agreement immediately without any notice to Customer. In such case, Customer shall uninstall and delete the Software, its copied products as well as all accessories from their device.
3. Customer acknowledges that the Software and any documentation/technical data accompanying with or contained in the Software are subject to the export control laws of Japan and elsewhere. Customer must always continue to comply with Japanese and other applicable export control laws.
4. Soliton is entitled to make claim to Customer for compensation if Soliton suffers damage due to violation of this Agreement by Customer. Neither Soliton nor its licensors shall be responsible for any loss, damages, costs or expenses which may be incurred by Customer and/or third party.
5. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected.
6. If any dispute out of or related to this Agreement cannot be resolved amicably by and between Soliton and Customer, such dispute shall be settled by Tokyo District Court for its original jurisdiction.
7. This Agreement shall be governed by and construed under the laws of Japan.

Last Revised on January 12, 2021

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