Software License Agreement – kintone mobile for Android

Notes for companies and organizations ("Customer" [or "You"]) that are going to use " kintone mobile for Android " (this "Software") of Cybozu, Inc. ("Cybozu"):
This License Agreement (this "Agreement")is a legal agreement to be entered into by and between Customer and Cybozu. Once Customer has started using the Software Product, Customer shall be deemed to have agreed to be bound by the terms and conditions of this Agreement, and this Agreement shall be deemed to have been formed. This Software is protected by the Copyright Act and the Convention on Copyright and treaties related to copyright as well as other laws and treaties regarding intellectual property rights. Cybozu only licenses but does not sell this Software to Customer. This Software may include third party programs in which Cybozu does not have copy rights. This Agreement shall not apply to these programs. For the terms and conditions for each such program, please see the license file of each program based on the descriptions in the "List of Third Party Programs Terms and Conditions" attached at the end hereto before using the Software Product.
If you do not agree to these terms and conditions, you cannot use this Software so please uninstall this Software promptly.

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1.Scope of Use
This Agreement licenses Customer the rights to:
(1) allow only persons designated by Customer to install, try out or use this Software among the users registered for the services to be accessed by Customer in this Software (collectively, the "Services").
Customer shall cause each user to comply with this Agreement when using this Software:
(2) To use this Software, Customer needs to purchase the right of use, etc. in accordance with the license agreement, etc. related to the Services.

2. Provision of Information, etc. regarding the Use of this Software
Customer agrees to provide Cybozu with the following information in relation to the use, etc. of this Software for upgrade and improvement of the product. Information to be sent shall be used within Cybozu group to the extent necessary to collect and analyze information on the status of use, etc. Further, all the information listed below is in a form that does not allow it to be used in association with collecting personal information of Customer.
Cybozu uses services of a third party in order to collect information.
▼Please refer our "Principles to Protect Data", if you want to know how we handle sending information.
https://cybozu.co.jp/privacy
▼Crash log
A crash log itself arising from Customer, and information on the type or version of device that Customer was using at the time of the crash, will be sent. Cybozu uses Firebase for collecting crash logs, and crash log information will be sent to Firebase after confirming with Customer each time whether or not to send such information.
Firebase is structured such that information on the type or version of OS of the terminal or the type of device, etc. of Customer who uses this Software is sent to Cybozu on a regular basis.
▼For the handling of information to be acquired by Firebase, please see the Terms of Service of Firebase.
https://firebase.google.com/terms/

3. Other Rights and Restrictions
(1) Customer may reproduce this Software only to the extent necessary to back-up data entered by Customer and for the sole purpose of such back-up but may not do so for any other purpose.

(2) Customer shall not reproduce, distribute, lend, transfer (including automatic public transmission and enabling transmission), lease or offer as security, etc. this Software for any purpose other than for back-up purposes. Further, the right to try out or use the Software Product may not be assigned, resold or licensed.
(3) Customer shall not revise, translate, reverse-engineer, decompile or disassemble this Software or any document regarding this Software, nor create any derivative products of this Software. Further, Customer may not use any component of this Software separately from this Software.
(4) Customer shall be responsible for any and all activities arising from its own trial use or use of this Software whether such activities have been approved by Customer or based on the activities undertaken by the employees of Customer or third parties such as its contractors, or agents, etc. unless such activities have arisen from a breach of this Agreement by Cybozu.

4. Cancellation and Termination of this Agreement
(1) If Customer breaches or is suspected of being in breach of any of the terms and conditions of this Agreement, Cybozu may forthwith cancel this Agreement without any notice.
(2) If this Agreement is terminated due to cancellation, etc., Customer shall destroy this Software, components, documents and any reproductions thereof (including, but not limited to those for back-up purposes) and completely delete them from all the memory devices (whether tangible or intangible such as virtual environment) and shall not continue the trial use or use thereof.
(3) Even in the case of termination of this Agreement due to cancellation, etc., Cybozu shall not be liable for any damage, etc. incurred by Customer or any third parties due to this Software becoming unusable in whole or in part.

5. LIMITATION OF WARRANTIES
(1) CYBOZU MAKES NO WARRANTIES THAT THE FUNCTIONS INCLUDED IN THIS SOFTWARE ARE SATISFACTORY TO THE NEEDS OF CUSTOMER, THAT THIS SOFTWARE OPERATES PROPERLY, OR THAT ANY DEFECTS (INCLUDING SO-CALLED BUGS AND STRUCTURAL ISSUES, ETC.) CONTAINED IN THIS SOFTWARE WILL BE CORRECTED.

(2) Cybozu may change or discontinue any functions of this Software or any services, etc. incidental to the Software Product without the prior permission of Customer. In the case of such change, Cybozu does not permanently warrant the equivalent use environment as that of the Software Product, etc. as at the time of the execution of this Agreement.
(3) Any oral or written information or advice, etc. of Cybozu shall not constitute new warranties.

6．LIMITATION OF LIABILITIES
(1) Customer hereby confirms and agrees that it shall be solely liable for any direct and indirect damage arising from the use of this Software and the use of the services incidental to the Software Product (such as loss of data, server going down, suspension of business operation or complaints from third parties) and for any risks.
(2) IN ANY EVENT OR WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL GROUND, NEITHER CYBOZU, SUPPLIERS OR DISTRIBUTORS OF THIS SOFTWARE, OR PROVIDER OF EACH INFORMATION CONTENT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE INCURRED BY CUSTOMER OR OTHER THIRD PARTIES INCLUDING DAMAGE ARISING FROM LOSS OF BUSINESS VALUE, SUSPENSION OF BUSINESS OPERATIONS, COMPUTER FAILURE OR OTHER COMMERCIAL DAMAGE AND LOSS, ETC. FURTHER, CYBOZU SHALL NOT BE LIABLE FOR ANY THIRD PARTY COMPLAINTS.

7．Copyrights, etc.
(1) Any intellectual property rights including the ownership and the copyright in this Software (including the portion of HTML program and each screen display), documentation, drawings or documents related to this Software ("IPR") shall belong to Cybozu and its suppliers.
(2) The IPR is protected by the Copyright Act and other laws and treaties regarding intellectual property rights. Therefore, Customer must handle the IPR in the same manner as other copyrighted work.
(3) The intellectual property rights in each content accessed, displayed and used from this Software is the property of each information content provider and is protected by the Copyright Act and other laws and treaties regarding intellectual property rights.

8．Governing Law and Miscellaneous Provisions
(1) This Agreement shall be governed by the laws of Japanwithout giving effect to the principles of conflicts of laws.
(2) Regarding the Agreement or the Software based on trade in Japan, all disputes, controversies or differences which may arise between the parties shall be finally settled by a district court in Tokyo as the court of first instance. In addition, regarding the Agreement or the Software based on overseas trade, all disputes, controversies or differences which may arise between the parties shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

9.Other Matters
In the event that a license agreement or terms and conditions different from this Agreement are attached to this Software purchased by Customer, except where Cybozu clearly indicates that they are different from this Agreement, the provisions of this Agreement shall apply to the use of this Software by Customer.
This Agreement constitutes the sole agreement regarding licensing between both parties and may only be amended in writing signed or sealed by both parties. In addition, the terms and conditions stated in the order form prepared by distributors, etc. for Customer shall have no effect on this Agreement and shall not affect the content of this Agreement in any way. In the event that the effect of any provision of this Agreement is restricted by any applicable laws and regulations, such provision shall have effect to the extent permitted by such laws and regulations. Further, even in the event that any of the provisions of this Agreement is held invalid based on any applicable laws and regulations, other provisions hereof shall remain in full force and effect.

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