

■ License to Use CISS Free Software for noncommercial purposes

Terms and Conditions of the CISS Free Software License

The Center for Research on Innovative Simulation Software (CISS) at the Institute of Industrial Science, the University of Tokyo gives explicit permission for anyone to use any or all of the free software that is maintained and made publicly available at the CISS site free of charge, subject to the terms and conditions detailed below.

1. Definition of CISS Free Software

CISS Free Software is any software explicitly marked “CISS Free Software” in CISS project source programs, object programs, specifications, design specifications, data, implementation results, and instruction manuals.

2. Extent of Free Use

Users may use CISS Free Software free of charge to run their own data, and use any results obtained for their own personal use. Users also have the rights to copy, to modify, and to redistribute the CISS Free Software.

3. Rules for Modification and Distribution

If the user creates a modified version of CISS Free Software by modifying the software itself, by incorporating it into other software, or any other means; then copies and/or distributes the software, the user must retain the words “CISS free software” in the name of the modified version (e.g., if the CISS free software is named ProteinDF, the new software is named _____/ProteinDF.); however, this shall not apply if the user concludes separately a contract for the purpose of profit-making business. And also the user displays a copyright notice in the modified version.

The “copyright notice” in the internal code of the CISS Free Software may not be altered for any reason, except to update or add to modification records such as altering the name of the modifier or the date of modification.

4. Copyright Notice

Users must prominently and conspicuously display the copyright notice in every CISS Free Software copy at or near the beginning of the credits along with the name of the software, the version, and the copyright holder. When distributing copies of CISS Free Software, the user must attach the full text of these Terms and Conditions without any changes.

5. User Obligations

To publicly acknowledge that results have been achieved using CISS Free Software, users are obligated to clearly display the name, version, and copyright holder, and acknowledge that "these results were achieved by using Innovative Simulation Software for an Industrial Science Project."

If the user modifies the CISS Software and acknowledges that results were achieved using the software, the user must attach an explanation detailing how the software was modified.

We request that users report any bugs or problems they discover in using the CISS Software to the Center for Research on Innovative Simulation Software at the Institute of Industrial Science, the University of Tokyo. Users may not publicly announce or disclose bugs or problems they discover in CISS software without permission.

6. Commercial Use

If a user intends to use CISS Free Software for a commercial purpose such as described in examples (1)-(3) below, the user must enter into a separate commercial license agreement before using the CISS software.

- (1) A user copies and distributes CISS Free Software, then demands compensation from the recipient for the software itself as a copyrighted product or for copying and distributing the software.
- (2) A user (corporate or individual) uses CISS Free Software not for personal use

but to provide services to other parties, regardless of whether the services are offered gratis or for a fee.

- (3) A user seeks to assume a right of pledge, a security interest, or some other form of commercial interest in CISS Free Software, including portions of the software that were modified by the user.

However, if a public entity seeks to provide services using CISS software for the purpose disseminating the software, we require an exchange of memorandums between the CISS and the entity (in lieu a conventional for-profit license agreement) detailing the nature of the service, regardless of whether the proposed service is offered gratis or for a fee.

The user acknowledges in advance that if he or she violates any of the provisions of this agreement, the copyright holder of any software shall prohibit the user from using the software. The user also acknowledges in advance that the copyright holder is entitled to be compensated by an amount equivalent to any profit gained by the user through the violation of the terms of this agreement.

7. No Warranty

The Institute of Industrial Science (IIS), the University of Tokyo, the Foundation for the Promotion of Industrial Science, and other concerned parties disclaim all warranties with respect to the quality, the performance, or the results of CISS Free Software, either express or implied. The user assumes sole responsibility for the use of CISS software including any damages or losses arising out of the use of the CISS software.

8. Violations of Terms and Conditions

If a user is found to be in violation of these Terms and Conditions, he or she agrees to immediately pursue any and all steps required by the Institute of Industrial Science, the University of Tokyo to get back into compliance.