

D-Case Tool Sub-License Agreement

This D-Case Tool License Agreement (Agreement) is made and entered into between Yutaka Matsuno (Sublicensor) and _____ (Sublicensee) on DATE (Effective Date). .

Article 1 (Definition)

1. “D-Case Method” means description method and process on dependable operating system, and its related matters.
2. “D-Case Tool” means the tool (including a viewer and an editor) developed by Fuji Xerox Co., Ltd. (“Original Licensor”) based on “D-Case Method”.
3. “Source Code” means source code of software composed of D-Case Tool and its technical materials.
4. “Software” means Source Code and object code constituting “D-Case Tool”.

Article 2 (Access to Software)

Sublicensor, at Sublicensor’s option, provides Software with Sublicensee by providing a tangible media storing Software or by permitting Sublicensee to access the server storing Software.

Article 3 (Sublicense)

1. Sublicensor hereby grants to Sublicensee a non-exclusive and royalty-free license, solely for the research and experimental purpose (eg. verification of function and usage of D-Case Tool, referential implementation, and study for additional functions), (1) to copy, use and distribute object code of ‘Software’, and (2) to copy, use, and modify “Source Code”,
2. The term of the sublicense is effective during the term of this Agreement.

Article 4 (Restriction)

1. Sublicensee shall not remove or alter any copyright notice or other proprietary legend contained in Software, and shall include them in the copies Sublicensee makes.
2. Sublicensee shall keep Source Code and any copy of Source Code confidential, irrespective of during this Agreement or after the termination of this Agreement, shall not disclose Software and any copy of Source Code any third parties without written permission by Sublicensee, and shall not use Software for any purpose other

than provided under this Agreement.

3. If Sublicensee makes any modification or alteration of Software, or additional function for D-Case Tool (Modifications), Sublicensee shall disclose Modifications to Sublicensor, and shall grant to Sublicensor (1) a right to copy, use, and modify source code and documentation of Modifications (Modification Software), and to copy, use, and distribute object code of Modifications; and (2) a right to sublicense the rights set forth in Article 5.1 to Sublicensor's Licensor and other sublicensees.
4. Sublicensee shall agree that, if Sublicensee asserts patent infringement claim against Original Licensor, Sublicensor, and other sublicensees on use of Software or Modifications solely or in use incorporated in other modules, this license under this Agreement terminates.

Article 5 (No Warranty)

THE SOFTWARE IS PROVIDED AS "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE ORIGINAL LICENSOR AND SUBLICENSOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Article 6 (No Assignment)

The Sublicensee shall not assign this Agreement without prior written permission by Sublicensor.

Article 7 (Termination)

Sublicensor may terminate this Agreement immediately if Sublicensee breaches any terms of this Agreement or take any action in derogation of Licensor and/or Sublicensee's right to Software.

Article 8 (Term)

1. The Term of this Agreement shall commence on the Effective date and expires on March 31, 2014, unless otherwise terminated.
2. Notwithstanding Article 8. 1., the conditions under Article 4. 2 and Article 5 shall be effective after termination of this Agreement.

Article 9 (Return)

Upon termination of this Agreement, Sublicensee shall cease using Software and any copy of it, and shall return or destroy them at the direction by Sublicensor.

Article 10 (Governing Law)

The validity, construction, and performance of this Agreement and any dispute between the Parties relating thereto shall be governed by and interpreted and determined in accordance with the laws of Japan.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Sublicensor

Sublicensee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____