



FireAnt (Windows, MacOS, Linux)

Laurence Anthony, Ph.D.

Center for English Language Education in Science and Engineering, School of Science and Engineering, Waseda University, 3-4-1 Okubo, Shinjuku-ku, Tokyo 169-8555, Japan

LICENSE

FireAnt 2.0 and any minor updates issued by AntLab Solutions (collectively 'the Software')

TERMS GOVERNING THE USE OF THE SOFTWARE

The Software is protected by copyright and must not be used, displayed, modified, adapted, distributed, transmitted, transferred, or published or otherwise reproduced in any form by any means other than strictly in accordance with the terms set out below. By installing the Software, you agree to be bound by the terms of the license. This FireAnt License ("License") is made between AntLab Solutions, Tokyo, Japan as licensor, and you, as licensee, as of the date of your use of the Software. The Software is in use on a computer when it is loaded into the RAM or installed into the permanent memory of that computer, e.g., a hard disk or other storage device.

1. License Material

These terms govern your use of the Software but not including subsequent versions (e.g., FireAnt 3.0).

2. License Grant

AntLab Solutions grants to you a personal non-exclusive non-transferable license ('the License') to use the Software in the following specific contexts.

a) Non-Commercial (Freeware) Use:

You may use the software for non-profit purposes on more than one computer or on a network so long as you are the sole user of the Software. (A "network" is any combination of two or more computers that are electronically linked and capable of sharing the use of a single software program.) You are not permitted to sell, lease, distribute, transfer, sublicense, or otherwise dispose of the Software, in whole or in part, for any form of actual or potential commercial gain or consideration.

b) Commercial Evaluation (Trial) Use:

You may evaluate (trial) the software for commercial purposes for a period of no more than fourteen (14) days from the date of download on more than one computer or on a network so long as you are the sole user of the Software.

c) Commercial Use

When you pay the commercial license fee established by AntLab Solutions, you may use the software for non-profit or commercial purposes on more than one computer or on a network so long as you are the sole user of the Software. (A "network" is any combination of two or more computers that are electronically linked and capable of sharing the use of a single software program.) You will obtain a separate license for each additional user of the Software (whether or not such users are connected on a network). You are not permitted to sell, lease, distribute, transfer, sublicense, or otherwise dispose of the Software, in whole or in part, for any form of actual or potential commercial gain or consideration.

3. Termination

You may terminate this License at any time by uninstalling the Software and deleting it. The License will also terminate if you breach any of the terms of the License.

4. Proprietary Rights

The Software is licensed, not sold, to you. AntLab Solutions reserves all rights not expressly granted to you. Ownership of the Software and its associated proprietary rights, including but not limited to patent and patent applications, are retained by AntLab Solutions. The Software is protected by the copyright laws of Japan and by international treaties. Therefore, you must comply with such laws and treaties in your use of the Software. You agree not to remove any of AntLab Solutions' copyright, trademarks, and other proprietary notices from the Software.

5. Distribution

Except as may be expressly allowed in Section 2, or as otherwise agreed to in a written agreement signed by both you and AntLab Solutions, you will not distribute the Software, either in whole or in part, in any form or medium.

6. Transfer and Use Restrictions

You may not sell, license, sub-license, lend, lease, rent, share, assign, transmit, telecommunicate, export, distribute or otherwise transfer the Software to others, except as expressly permitted in this License Agreement or in another agreement with AntLab Solutions. You may not modify, reverse engineer, decompile, decrypt, extract, or otherwise disassemble the Software.

7. Warranties

ANTLAB SOLUTIONS MAKES NO WARRANTIES WHATSOEVER REGARDING THE SOFTWARE AND IN PARTICULAR, DOES NOT WARRANT THAT THE SOFTWARE WILL FUNCTION IN ACCORDANCE WITH THE ACCOMPANYING DOCUMENTATION IN EVERY COMBINATION OF HARDWARE PLATFORM OR SOFTWARE ENVIRONMENT OR CONFIGURATION, OR BE COMPATIBLE WITH EVERY COMPUTER SYSTEM. IF THE SOFTWARE IS DEFECTIVE FOR ANY REASON, YOU WILL ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIRS OR REPLACEMENTS.

8. Disclaimer

ANTLAB SOLUTIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS FREE FROM BUGS, DEFECTS, ERRORS OR OMISSIONS. THE SOFTWARE OR SERVICE IS PROVIDED ON AN "AS IS" BASIS AND ANTLAB SOLUTIONS MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

ANTLAB SOLUTIONS WILL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES OR REMEDIES, INCLUDING, WITHOUT LIMITATION, THE COST OF SUBSTITUTE GOODS, LOST DATA, LOST PROFITS, LOST REVENUES OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS LICENSE OR THE USE OR INABILITY TO USE THE SOFTWARE OR SERVICE. IN NO EVENT WILL ANTLAB SOLUTIONS'S TOTAL AGGREGATE LIABILITY (WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT OR OTHER LEGAL THEORY) WITH REGARD TO THE SOFTWARE AND/OR THIS LICENSE EXCEED THE LICENSE FEE PAID BY YOU TO ANTLAB SOLUTIONS. FURTHER, ANTLAB SOLUTIONS WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LICENSE AS A RESULT OF ANY CAUSES OR CONDITIONS BEYOND ANTLAB SOLUTIONS' REASONABLE CONTROL

10. Jurisdiction

These terms will be governed by Japanese law and the Japanese courts shall have jurisdiction.