

PJLink Test Software License Agreement

Version

1.00

May 22, 2024

Copyright(C) 2004-2024 JBMIA All rights reserved

Customers can use the Software only if they agree to the terms of the License Agreement.

Article 1 (Definitions)

The definitions of terms used in this Agreement shall be as follows.

1. "The Software" means the computer program described in the PJLink Test Software License Agreement (hereinafter "the Program"), the files and other reproductions containing the Program, and the instructions, procedures, manuals, and all other related materials associated with the Program, including any improved versions thereof.
2. "JBMIA" means the Japan Business Machine and Information System Industries Association.
3. "User" means any individual, corporation, institution, or other entity that agrees to the License Agreement and uses the Software.

Article 2 (Scope of Application)

1. This Agreement is intended to set forth the rights and obligations between the User and JBMIA concerning the use of the Software. It shall apply to all relationships between JBMIA and the User using the Software.
2. If JBMIA posts separate or additional provisions regarding the Software on its website or in various materials provided by JBMIA, those provisions shall constitute a part of this Agreement. If any separate or additional provision conflicts with any other provisions of this Agreement, such separate or additional provisions shall prevail.

Article 3 (Restrictions and Prohibited Acts)

The User shall not engage in any of the following acts.

1. Sell, lend (rent), distribute, transfer, or otherwise dispose of the Software in whole or in part to any third party, whether with or without compensation
2. In the event that some functions of the Software are restricted by the license terms of the operating system used by the User, the User shall not violate the license terms of said operating system, whether or not the restricted functions are physically operable
3. Change the copyright or other right holder notifications displayed on the Software
4. Use in a manner prohibited by law or in a manner that causes disadvantage or damage to JBMIA
5. Acts that infringe or may infringe on intellectual property rights, such as copyrights and trademarks, or that violate the privacy and other rights of JBMIA, other users, or any third parties
6. Acts that violate public order and morals, acts that violate laws and regulations, or acts that cause or may cause disadvantage to any third parties
7. Acts that are or may lead to a crime
8. Acts that are contrary to the purpose or objective of this Agreement
9. Acts similar to the preceding items
10. Other acts that JBMIA deems inappropriate

Article 4 (Limitation of Liability)

1. JBMIA does not guarantee that the Software is suitable for the User's specific purpose, and JBMIA shall not compensate the User for any damage caused by accident or misuse of the Software, the computer on which the Software is running, or a projector, controller, or other equipment being controlled by the User. In addition, the User shall be responsible for all costs related to the computer and any other expenses incurred by the User to use the Software.
2. JBMIA shall not be liable for any damages caused by the use of the Software.

Article 5 (Limitation of Use)

1. The Software is intended to verify and confirm PJLink standards and is not intended for any other use.
2. The Software is developed and provided to achieve the purpose of the preceding item. Therefore, when using the Software, only those devices necessary for verifying and confirming the PJLink standard shall be used, in an independent network, considering the vulnerability and measures against cyber-attacks that must be considered when connected to the Internet or an internal network.
3. When using the Software, the operating system (OS) and other operating environments described in the Software documentation must be prepared and used. Regarding the OS etc, if the documentation contains instructions regarding versions, revisions, service packs, and the like, the User shall use the Software in full conformity with such instructions.

Article 6 (Governing Law and Court of Jurisdiction)

This Agreement shall be governed by Japanese law, and the Tokyo District Court, which has jurisdiction over the location of the head office of JBMIA, shall be the exclusive court of first instance for any disputes related to this Agreement.

Article 7 (Partial Invalidity and Remaining Effect)

Even if a court determines that one or more of the provisions of this Agreement is invalid, the remaining parts of this Agreement shall remain valid and without effect.

Article 8 (Changes to this Agreement)

1. JBMIA may, at its discretion, change all or part of this Agreement to the extent not in violation of that it does not violate any applicable laws and regulations.
2. If JBMIA changes this Agreement, it shall specify the effective date of such changes (the "Final Revision Date") and post and publicize the details of such changes and the effective date of such changes on the JBMIA PJLink website.

Article 9 (Other)

1. Regarding the use of the Software, JBMIA shall give due consideration to human rights and other legal interests and shall comply with all relevant domestic and foreign laws, including, but not limited to, ordinances, instructions, and guidelines issued by relevant government agencies.
2. JBMIA reserves the right to change the specifications of the Software, manuals, and other information

without notice in the future.

3. If the User violates the Agreement and causes damage to JBMIA, JBMIA may claim compensation for such damage.