End-User License Agreement for MARUI-PlugIn v4

This End-User License Agreement ("EULA") is a legal agreement between you and 株式会社 MARUI-Plugin, Grace Heights Kyobashi 301, 2-6-21 Miyakojima-Minamidori, Miyakojima-ku, Osaka, 534-0023 Japan (hereinafter "KK MARUI-PLUGIN") for the MARUI plug-in for Autodesk Maya software product version 4, including computer software, associated media, and online or electronic documentation (hereinafter "SOFTWARE PRODUCT").

By purchasing, installing, or otherwise using the SOFTWARE PRODUCT, you accept all the terms and conditions of this EULA.

If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

KK MARUI-PLUGIN grants you a non-exclusive, non-transferable, revocable, limited license to use the SOFTWARE PRODUCT strictly in accordance with the terms of this EULA.

1. GRANT OF LICENSE.

This EULA grants you the following rights:

Installation and Use.

You may install and use the SOFTWARE PRODUCT on any single computer. You may use the SOFTWARE PRODUCT as a tool to create or develop your own products.

Commercial use.

If you have purchased the "Professional" type license of the SOFTWARE PRODUCT you may use the SOFTWARE PRODUCT for any purpose including those that have a commercial or financial aim or are compensated financially.

If you have purchased the "Non-Commercial" type license of the SOFTWARE PRODUCT you may use the SOFTWARE PRODUCT for purposes for which you are not financially compensated in any way.

If you have purchased the "Non-Commercial" type license of the SOFTWARE PRODUCT you may NOT use the SOFTWARE PRODUCT to pursue financial gain and may NOT use the SOFTWARE PRODUCT

for purposes which include any financial compensation to you by any party.

Reproduction and Distribution.

You may not reproduce or distribute the SOFTWARE PRODUCT without being expressly permitted by KK MARUI-PLUGIN.

Copies of the SOFTWARE PRODUCT may not be distributed as a part of your own product.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on reverse engineering and modification.

You may not reverse engineer, decompile, disassemble, or modify the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Transfer.

You may not transfer your rights under this EULA to a third party.

Mandatory Activation.

The SOFTWARE PRODUCT contains measures to prevent unlicensed use.

You may not be able to exercise your rights to the SOFTWARE PRODUCT under this EULA unless you activate your copy of the SOFTWARE PRODUCT in the manner described during the start-up sequence.

Activation does require a unique user identification number ("UUID") and the user name provided to you by KK MARUI-PLUGIN.

The UUID is generated to uniquely identify the computer hardware on which you are using the SOFTWARE PRODUCT, but does not provide any information about the computer or your data. The SOFTWARE requires renewal of the activation procedure every time the SOFTWARE PRODUCT is installed, or the UUID of the computer hardware changes.

If you are not using a licensed and activated copy of the SOFTWARE PRODUCT, you are not allowed to use the software or future software updates.

Termination.

Without prejudice to any other rights, KK MARUI PLUGIN may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

Expiration of rights.

Your rights to the SOFTWARE PRODUCT set forth in this EULA shall automatically expire if at any time you (a) are no longer employed by the licensee of the SOFTWARE PRODUCT; or (b) are no longer the assigned user of a licensed copy of the SOFTWARE PRODUCT with a valid current subscription; or (c) fail to renew and pay the subscription before the end of the subscription period. In either such event, you must cease use of the SOFTWARE PRODUCT and destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

COPYRIGHT.

All copyrights to the SOFTWARE PRODUCT (including but not limited to any images, libraries, and texts incorporated into the SOFTWARE PRODUCT), and any copies of the SOFTWARE PRODUCT are owned by KK MARUI-PLUGIN. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. You have the right use all functions in the SOFTWARE PRODUCT as a tool to create new products and distribute them.

4. DATA COLLECTION

You agree that KK MARUI-PLUGIN may collect anonymous usage data of your use of the SOFTWARE PRODUCT including time, frequency, and duration of use, features of the SOFTWARE PRODUCT used, and errors that occur in the SOFTWARE PRODUCT during use. KK MARUI-PLUGIN does not collect any information related to your identity, the content of your work, or details about your work.

LIMITED WARRANTY.

KK MARUI-PLUGIN expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

LIMITATION OF LIABILITIES.

In no event shall KK MARUI-PLUGIN be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if KK MARUI-PLUGIN is aware of the possibility of such damages and known defects.