<div align="center">重　要</div>

お客様へ：「みるソラ」をご使用になる前に必ず以下の「ソフトウェア使用許諾書」をお読み下さい。

　「みるソラ」のご使用およびご購入にあたっては、以下の「ソフトウェア使用許諾書」（以下「本書」といいます。）が適用されます。お客様は、本書に同意のうえ、本ソフトウェアの使用または購入を申し込まれるものとします。

<div align="right">NTT テクノクロス株式会社</div>

<div align="center">ソフトウェア使用許諾書</div>

<div align="right">制定日 2024 年 1 月 18 日</div>
<div align="right">Ver2.0.0</div>

第１条　定義

　「みるソラ」（製品版、評価版の双方を含み、以下「本ソフトウェア」といいます。以下同じ。）は、ドローン等を用いて撮影される太陽光パネルの赤外線画像と可視光画像を分析し、太陽光パネルの異常を検知する（以下「使用目的」といいいます。）プログラムです。

第２条　周辺機器等

　本ソフトウェアのご使用には、本ソフトウェアを稼働させるコンピュータ（以下「インストール端末」といいます）、太陽光パネルを撮影するドローン等、当社が別に定める機器や環境が必要です。これらの機器や環境（以下「周辺機器等」といいます）は、申込者（以下「お客様」といいます）の責任と負担において周辺機器等を調達いただく必要があります。

第３条　評価版の提供

１．本ソフトウェアの製品版を使用できない場合、その他本ソフトウェアの製品版について、その仕様がお客様の意に沿わないものであったとしても、お客様は、本ソフトウェアの使用料の支払いを免れないものとします。本ソフトウェアを使用できること、本ソフトウェアの仕様等をあらかじめ確認されたい場合は、本ソフトウェアの購入に先立ち、本ソフトウェアの評価版（以下「評価版」といいます）をお試しください。

２．評価版は、前項に定める目的においてのみ使用できるものとします。このため、評価版は、本ソフトウェアの製品版に比べ、前項の目的に照らして当社が必要と判断するものにその機能を制限しています。

第４条　お申し込み

１．本ソフトウェアの使用または購入のお申込みは、当社がお客様に提供する所定の申込書または当社が運営する WEB サイト（https://webstore.ntt-tx.co.jp/）より行うものとします。

２．お申込みをされた場合、お客様は、本書に定めるすべての事項に同意されたものとみなします。

３．本ソフトウェアの提供に関わる契約は、お客様からいただいたお申込みに対し、当社が承諾の意思を表明または本ソフトウェアの提供に関わる行為をした時に成立するものとします。

第５条　本ソフトウェアの提供

１．当社は、当社が本ソフトウェアの使用または購入を認めるお客様に対し、ライセンスファイルを提供します。ライセンスファイルは、インターネットを通じて提供するものとし、これらの提供は、当社よりお客様へライセンスファイルをダウンロードできる URL を通知したときになされたものとします。

２．お客様は、前項の定めに基づくライセンスファイルの提供を受けた後 1 週間以内にその内容を確認し、提供に不備あるときは、その内容を当社に申し出るものとします。

３．前項に定める申し出がなされた場合、当社は、すみやかにその内容を確認し、提供の不備を追完します。当社の提供の不備により、使用期間の初日までにお客様が本ソフトウェアを使用できなかったときは、その使用できなかった期間に応じて、本ソフトウェアの使用期間を繰り下げるものとします。

第６条　使用条件

１．本ソフトウェアは、お客様がお申し込みの際に申告された場所の太陽光発電施設（日本国内に限り、以下「パネルサイト」といいます）に設置された太陽光パネルを点検する限りにおいて使用できるものとします。

２．本ソフトウェアを使用できる期間は、お客様がお申し込みの際に申告された日から２週間（以下「使用期間」といいます）とします。但し、悪天候等、本ソフトウェアを使用できない止むを得ない事由があったと当社が認めるときは、当社は、原則１回に限り、最大２週間を限度として、使用期間の延長を認めることがあります。

第７条　使用報告書の提出

１．お客様は、本ソフトウェアの使用期間（延長されたときはその延長期間を含む。以下同じ。）の末日より５日（以下「報告期限日」といいます）以内に、当社が指定する「使用報告書」をもって、本ソフトウェアの使用結果を当社に報告するものとします。

２．本ソフトウェアの使用状況を確認するため当社が必要と判断するときは、当社は次に定める事項をお客様に求めることができるものとします。この場合、お客様は、当社の要請にすみやかに応じることを要するものとします。
　　（１）パネルサイト、その他のお客様の事業場への立入り
　　（２）本ソフトウェアに関わるインストール端末中のファイルの操作、閲覧、謄写
　　（３）その他本ソフトウェアの使用状況の確認に資する資料のご提出

第８条　お支払い
１．本ソフトウェアの使用料（以下「使用料」といいます）は、契約手数料とライセンス利用料により構成されます。ライセンス利用料の金額は、使用報告書に記載された内容に応じて当社が別に定める料金表の定めに従い決定するものとします。なお、次のいずれかの事由に該当するときは、使用報告書の記載に関わらず、お申し込みの際に申告された内容（以下「申込内容」といいます）による使用があったものとして、ライセンス利用料を決定するものとします。
　　（１）報告期限日までに使用報告書の提出がないとき
　　（２）使用報告書に記載された内容が、申込内容において予定した使用量に満たないとき
　　（３）当社に帰責すべき以外の事由により本ソフトウェアが使用されなかったとき（第６条（使用条件）に定める使用期間の延長によっても止むを得ない事由によりお客様が本ソフトウェアを使用できなかった場合を除く。）
２．使用料のうち契約手数料は、第６条（使用条件）に定める使用期間の延長によっても止むを得ない事由によりお客様が本ソフトウェアを使用できなかった場合においてもお支払いいただくものとします。
３．当社は、使用期間経過後、本条の定めに基づき使用料をすみやかに計算し、お客様に請求書を発行します。なお、計算結果に１円未満の端数を生じたときは、その端数を切り捨てるものとします。
４．お客様は、報告期限日の翌月末日までに、当社が指定する金融機関口座に振り込む方法により使用料を支払うものとします。この場合、その振込みに要する金融機関手数料はお客様においてご負担いただくものとします。

第９条　支払遅延等
１．前条に定める支払期限までに使用料の支払いがない場合、お客様は、支払期限の翌日より、年率 14.6 ％の支払遅延利息を支払うものとします。
２．使用報告書に記載された内容の誤りにより、前条第 2 項に定める請求金額に差額が生じたことが判明したときは、次の区分にしたがいその差額を取り扱うものとします。
　　（１）請求金額が過大であった場合

当社は、お客様より既にお支払いいただいた金額について返金することを要しないものとします。

（２）請求金額が過少であった場合

お客様は、前項に定める支払遅延利息を加算した当該差額を、当該差額が判明した日の翌月末日までに当社に支払うものとします。

３．前項第 2 号の定めは、使用報告書の提出がないために請求金額に差額が生じたことが判明した場合に準用するものとします。

第１０条　使用後の措置

１．お客様は、第８条（お支払い）に定める使用料の請求を受けた後、すみやかに本ソフトウェアをインストール端末より削除するほか、当社がお客様に提供したライセンスファイルおよびその複製物のすべてをすみやかに抹消しなければならないものとします。

２．前項に定める措置のほか、お客様は、使用期間終了後、本ソフトウェアの無断使用を防止するため当社があらかじめ求める技術的措置をすみやかに講じなければならないものとします。

第１１条　権利の帰属

１．本ソフトウェアに関する著作権は当社に帰属するものとします。お客様は、本ソフトウェアに関する著作権の帰属および存在について当社と争わないものとします。

２．お客様からいただいたご意見、アイディアなどの情報は、当社へ無償で提供されたものとします。当社は、それらの情報を、当社の裁量において使用し、公表できるものとします。

第１２条　禁止行為

１．お客様は、本ソフトウェアに関し、次の取扱いをしてはならないものとします。

（１）当社の書面による事前承諾なく、本ソフトウェアを第三者に使用許諾、譲渡、貸与、占有の移転、またはリースをすること

（２）ソフトウェアを構成するプログラムまたはデータを日本国外に移転、もしくは非居住者（特定類型に該当する居住者を含む）に提供すること

（３）当社の書面による事前承諾なく、本ソフトウェアを当社の許可なく複製すること

（４）本ソフトウェアの翻案、変更、または改変を行うこと

（５）本ソフトウェアについて、リバースエンジニアリング、逆アセンブル、逆コンパイル等を行うこと

（６）本ソフトウェアに関する情報を第三者に漏えいまたは開示すること

（７）法令もしくは公序良俗に反するまたはその恐れのある使用方法や使用目的で本ソフトウェアを使用すること

２．お客様が前項の定めに違反した場合、当社は、その違反により当社に生じた損害（逸失利益や拡大損害を含みます）または当社が本ソフトウェアの開発および調達に要した費用の賠償をお客様に求めることができるものとします。

第１３条　遵守事項

１．お客様は、本ソフトウェアの使用または購入のお申込みにあたり、次に定める事項を、当社に対し表明し、保証するものとします。
　　（１）本書に定める義務を厳に遵守し、本ソフトウェアの使用に係る従業員、その他の関係者に対してもその履行を徹底させること
　　（２）現在および将来にわたって、暴力団、暴力団員、その他これらに準ずるもののいずれにも該当せずまたは関係しないこと

２．当社は、本契約の履行および本ソフトウェアの提供にあたり、次に定める事項を、お客様に対し表明し、保証するものとします。
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　　（２）現在および将来にわたって、暴力団、暴力団員、その他これらに準ずるもののいずれにも該当せずまたは関係しないこと

第１４条　免責

１．本書に特別の定めがある場合を除き、当社は、本ソフトウェアの仕様に関し一切の責任を負わないものとします。

２．本ソフトウェアまたはその契約に関し、当社がお客様に対して負う責任は、事由の如何を問わず、申込内容に基づき計算される使用料の額を上限とします。なお、評価版またはその契約に関し、当社が責任を負うことはないものとします。

３．お客様は次に定める事項を認識のうえ、お客様の責任と負担において本ソフトウェアを使用するものとします。これらの事項によりお客様に支障その他の損害等を生じた場合においても、当社は一切、その責任を負わないものとします。
　　（１）本ソフトウェアには、付録１に掲載するソフトウェアまたはハードウェア（以下「サードパーティ製品」といいます）が使用または必要とされます。
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　　（３）お客様がご使用されるインストール端末その他の環境（以下「使用環境」といいます。）によっては、本ソフトウェアの使用が、それらの稼働に影響を与える場合があります。

（４）本ソフトウェアが正常に稼働しない原因が、お客様の環境によるものと疑われるときは、お客様においてその原因の特定いただくものとし、当社においてその原因の特定、その他の責任を負うことは一切ありません。

（５）本ソフトウェアで出力される結果の使用はお客様の裁量と責任に委ねられるものであり、その結果について当社が責任を負うことは一切ありません。

（６）当社は、本ソフトウェアに関し、お客様に対してサポートサービスを提供する義務を負うものではありません。

（７）当社は、不定期に本ソフトウェアをバージョンアップまたは仕様の変更をすることがあります。

（８）使用期間経過後に本ソフトウェアの瑕疵、その他当社の契約不適合が確認された場合であっても、当社は、その契約不適合について、修正、返金、その他の対応をすることはありません。

（９）本ソフトウェアに確認された不具合等の修正が困難と判断するときは、当社は、お客様に対し何らの補償をすることなく、本契約を全部または一部を解除できるものとします。この場合、使用料は発生しないものとします。

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　　（３）差押え、仮差押えもしくは仮処分があったときまたは競売の申立があったとき
　　（４）破産、会社更生手続開始または民事再生手続の申立があったとき
　　（５）解散または営業の全部もしくは重要な一部を第三者に譲渡しようとしたとき
　　（６）暴力団、暴力団員、その他これらに準ずるもののいずれかに該当もしくは関係していたことが判明または疑われるとき
　　（７）本書の定めに違反し、当該違反に関する書面による催告を受領した後 14 日以内にこれを是正しないとき
２．お客様または当社は、前項各号の一に該当した場合は、当然に期限の利益を失い、相手方に対して負担する一切の金銭債務をただちに履行するものとします。

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