

# DATA DOWNLOAD

## “Unity-Chan” License Terms and Conditions – Version 2.00

March 6, 2014 Original Version

March 14, 2014 Revised Version

December 1, 2015 Amended Version

This Unity-Chan License Terms (this “License”) provides the scope and conditions of use permitted by Unity Technologies Japan G.K. (the “Company”) beyond the scope approved under the current Copyright Act of Japan to those who wish to conduct Derivative Work activities (regardless of whether or not consideration is received) in connection with the Characters to which the rights are owned by the Company.

### [Preamble]

Those who wish to conduct derivative work activities by using the Company’s Characters regardless of whether or not consideration is paid, shall be deemed to understand and agree to be bound by this License by starting use of the Company’s Characters without any reservations and without attaching any collateral conditions to the License.

All Users who wish to release Derivative Works of the Company’s Characters based on this License shall display the license logo or the license sign separately specified in a reasonable manner which may be visually confirmed easily (such as by displaying on the said Derivative Works or attaching an explanatory text).

## Article 1. Definitions

1.1 In this License, the definitions of the terms in each of the items below shall have the meanings specified in the said item.

### (1)“Character(s)”

A pictorial copyrighted work which was created to express an abstract idea, given a name and characterized by voice, appearance, personality, interpretation of the world, etc. in order to distinguish its existence from others.

### (2)“Company’s Character(s)”

The individual or all characters which are subject to this License and owned by the Company. Company’s Characters include Unity-chan (Kohaku Ootori), characters released within the book “Unity-chan! Art Log.” and Characters which are scheduled to be released in the unity-chan! official webpage (<http://unity-chan.com/>)

Specifically, the Company’s characters shall be displayed under the following procedures in whole or in part:

- Graphics which visualizes the image, personality, design, etc. of the Company’s characters and their appearance and interpretation of the world displayed by digital data including its 3D model data;
- Digital voice data of the Company’s characters recorded by the Company; or
- Images and its digital data of logos etc. which were created or recorded by the Company.

### (3) “Digital Asset Data of Company’s Characters”

Digital Asset Data of Company’s Characters means digital data of the Company’s Characters which were made into a format usable by standard computers.

Users of the Company’s Characters may create derivative works of the Company’s Characters under this License by using the Digital Asset Data of Company’s Characters.

Further, if a portion of the Digital Asset Data of Company’s Characters is converted to items other than the Company’s Characters, Users shall comply only with the separately defined “Asset Store Terms of Use and End-user License Agreement” ([http://japan.unity3d.com/company/legal/as\\_terms](http://japan.unity3d.com/company/legal/as_terms)) and not with this License.

A copyrighted work derived by changing, removing or performing other alterations to the copyrighted work and is not considered to be a secondary work.

(6) "Derivative Work(s)"

A collective term for Modifications, Secondary Works and copyrighted works created by relying on other copyrighted works.

(7) "User(s)"

A person who uses the Company's Characters and its Derivative Works.

1.2 Unless otherwise provided for in this License, the definitions and interpretations of other terms shall follow the provisions of the Copyright Act of Japan (Act No. 48 of 1970).

Article 2. Relationship with Copyright Act and other applicable laws

2.1 Company's Characters and Digital Asset Data of Company's Characters are protected by the Copyright Act of Japan and other applicable laws.

2.2 This License does not prevent the use of Company's Characters by the Users in a way which is generally approved by the Copyright Act and other applicable laws.

2.3 The Company owns proprietary rights to the copyright of Modifications of the Company's Characters.

2.4 Based on Article 28 of the Copyright Act of Japan, with respect to the use of the Secondary Works of the Company's Characters, the Company owns proprietary rights to the same types of rights held by the authors of the said Secondary Works amongst the rights stipulated in Articles 21 through 27 of the Copyright Act of Japan.

Article 3. License to Use, Terms of Use

3.1 With respect to Company's Characters and Digital Asset Data of Company's Character, the Company non-exclusively permits to the Users the following acts to be conducted by the Users themselves in compliance with each articles of this License:

(1) Creation of Derivative Works of the Company's Characters;

(2) Performance, screening, public transmission, display or distribution ("Distribution, etc.") by the Users themselves by using Derivative Works of the Company's Characters created by the User;

(3) Distribution, etc. of the Derivative Works of the Company's Characters by the Users themselves under the condition that the third party who receives the Distribution, etc. shall succeed this License; and

(4) Using all or a part of the name of the Company's Character in the title, descriptive text, etc. of the Derivative Work of Articles 3.1.(2) and 3.1.(3) created by the Users themselves or giving an independent name using a part of the name of the Company's Character for the said Derivative Work.

3.2 With respect to the use under the foregoing paragraph, Users shall abide by all terms of use in the following items:

(1) Having this License be succeeded to third parties who receives the Distribution, etc. in case of Distributing etc. the Company's Characters and its Derivative Works;

(2) Not using the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters for acts or purposes offensive to public order and morals, for antisocial acts or purposes, for certain beliefs or religion, or for making a political statement;

(3) Not damaging the reputation and dignity of the Company's Characters and its Derivative Works, the Company, and the products and services provided by the Company;

(4) Not acting in a manner which will damage the intellectual property rights and any other rights of a third party and not using the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters with the purpose of damaging such rights;

communications or using in a manner which may lead others to misunderstanding that it is an official product of the Company unless otherwise given approval by the Company; and

(7) Otherwise not using in a manner which the Company determines to be inappropriate.

3.3 In the event the User performs the use permitted under Article 3.1, the User shall display either the license logo or license sign separately specified next to the said Derivative Work (such as displaying on the said Derivative Works or attaching an explanatory text) in a reasonable manner which may easily be confirmed visually.

3.4 In the event the User redistributes the Digital Asset Data of Company's Characters distributed by the Company based on the use permitted under Article 3.1, it shall distribute by enclosing a set of separately defined license related files in addition to the indication of the license logo or license sign provided in Article 3.3.

3.5 The User shall not exercise its moral authorial rights against the Company and those granted approval by the Company.

#### Article 4. Indemnification

4.1 The provision of Company's Characters and Digital Asset Data of Company's Characters shall be on an "as-is" basis and warranty of fitness for particular purpose and other warranties including the non-infringement of third parties' rights are not given.

4.2 The Company will not indemnify any loss or damages suffered by the Users in relation to the use of Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters. Further, in the event the User damages or harms others by using Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters, the said User shall be found responsible and assume the obligation to indemnify, and the Company shall assume no responsibility.

#### Article 5. Modification of License

In the event the Company determines necessary, the Company reserves the right to modify the contents of the License from time to time, and will post the modified contents, etc. on the Company's webpage, etc. The User shall from time to time confirm the Company's webpage, etc. on whether changes have been made. Regardless of whether the User confirmed, the User's starting or continuing use of the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters after the modified License becomes effective shall be deemed as the User having agreed to the modified License.

#### Article 6. End of License

6.1 In the event the User violates the terms of this License, the License granted to such User shall automatically terminate.

6.2 The use of the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters by the User may be suspended at any time based on the Company's free will.

6.3 In the event the User, based on Article 6.1, receives a notice from the Company that the License will be terminated or the User shall suspend the use of the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters, it shall assume the following obligation and responsibilities: (i) promptly cease Distribution, etc. of the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters; (ii) immediately delete the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters from the installed computer and delete them from all other stored devices; and (iii) collect or delete all Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters which have already been Distributed, etc. at its own cost.

6.4 The Company does not assume any responsibility for any damages suffered by the User as a result of suspension of use of Company's Character and its Derivative Work and Digital Asset Data of Company's Character based on this Article.

#### Article 7. Governing Law

7.2 Even in the event any of the provisions of this License or any part thereof is determined to be invalid or unenforceable based on the Consumer Contract Act of Japan or any other laws or regulations, that will not in any way affect, impair or invalidate any other provisions of the License or the remaining portion of the provision which was determined to be invalid or unenforceable. The provisions which were determined to be invalid or unenforceable shall be revised to a legitimate content closest to the said provision.

## Article 8. Jurisdiction

- 8.1 Any dispute arising out of or in relation to this License shall be submitted to the Tokyo District Court as the exclusively agreed court of jurisdiction of first instance.
- 8.2 Notwithstanding the foregoing, a User agrees that the Company shall have the right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any court of competent jurisdiction.

## Article 9. Miscellaneous

- 9.1 This License is provided in Japanese. Any translation of this License to other languages shall only be used for reference purposes. In the event of any inconsistency between the Japanese version of this License and the translated version, the Japanese version shall prevail.
- 9.2 The Company reserves the right to all rights related to Company's Characters not provided in this License.
- 9.3 In the event that there is a possibility that the User is in breach of this License or infringing a right not provided in this License but reserved under Article 9.2, the Company may send a notice indicating our request regarding the said act through e-mails, etc. If there is no response to the Company within fifteen (15) days from the delivery of such e-mails, etc., such use will be presumed to have violated this License.
- 9.4 In the event the Company approves the use of the Company's Characters and its Derivative Works and Digital Asset Data of Company's Characters beyond the scope of use provided under this License, the Company shall make such indication in a separate writing and have an executive officer of the Company sign and seal the same.
- 9.5 In the event this License and "Asset Store Terms of Use and End-user License Agreement" are inconsistent, with respect to the use of the Company's Characters, provisions under this License (including but not limited to the governing law and jurisdiction) shall prevail.

To learn more about what can be and what cannot be specifically done using the Company's Characters under this License, please refer to "Character Usage Guideline (FAQ)." If you have any inquiries regarding this License, please contact us below.

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