

“Unity-Chan” License Terms and Conditions

Version 1.01

March 6, 2014 Original Version

March 14, 2014 Revised Version

[Preamble]

The terms and conditions of the “Unity-Chan” license stated herein (“License”) stipulate the scope of use of the characters to which the rights are held by Unity Technologies Japan G.K. (“Company”), said scope exceeding the scope permitted under the current Copyright Act, and the terms and conditions of such use of the Character, in relation to users who wish to conduct secondary creative activities using such character regardless of whether or not compensation is received.

Regardless of whether or not compensation is received, users who wish to conduct secondary creative activities by using our characters shall be deemed to have consented to and agreed to be bound by this License without any reservation or adding other incidental conditions by starting to use the our characters.

All users who wish to publish any secondary work of our characters or any secondary work of the digital asset data of our characters are requested to indicate the licensed logo determined separately in a reasonable manner that can be easily seen (e.g., by indicating it on such secondary Work or attaching an explanation thereof to such secondary work).

Article 1. Definition

1.1 As used in this License, the following terms shall have the meanings set forth below:

- (1) “Character” means a work of art that is created to embody an abstract idea that is named and otherwise characterized by voice, appearance, personality, world view, and others.
- (2) “Unity Character(s)” means each Character or all of the Characters, the rights in

and to which are owned by the Company, and which are the subject matters of this License. In addition to Unity-Chan (Kohaku Ootori), the Unity Characters include the Characters published in the booklet “Unity-Chan! Art Log” and the Characters to be published in the “unity-chan! Official HP (<http://unity-chan.com>)”.

- (3) “Digital Asset Data of Unity Characters” means a set of model data of Unity Characters (including 3D models, material data with a shader, animation data, and voice data) and each or all of the digital data including pictures of images of the Unity Character, designs, logos, and others, which are the subject of this License.
- (4) “Derivative Work” means any work that is created by translating, arranging, or transforming, or dramatizing, making a movie version of, or otherwise adapting a pre-existing work.
- (5) “Modified Work” means any work created by changing, cutting, or otherwise modifying a pre-existing work, which does not fall under a Derivative Work.
- (6) “Secondary Work” collectively means any Modified Work, Derivative Work, and other work created based on a pre-existing work.
- (7) “User” means any person who uses the whole or a part of the Unity Characters and the Digital Asset Data of Unity Characters (including the Secondary Creations thereof).

1.2 The Copyright Act (Act No. 48 of 1970) shall apply to the meaning and interpretation of other terms, unless otherwise provided for in this License.

1.3 In addition to the terms and conditions of this License, other matters necessary for use of the Unity Characters are provided for in the Character Use Guidelines established separately (“Guidelines”) and both this License and the Guidelines shall apply to the use of the Unity Characters. If there is a conflict between any provision of this License and the Guidelines, the provision of the latter shall prevail.

Article 2. Relationship between the Copyright Act and Other Applicable Laws

- 2.1 The Unity Characters and the Digital Asset Data of Unity Characters are protected by the Copyright Act and other applicable laws and regulations.
- 2.2 None of the provisions of this License prevent Users from using the Unity Characters as generally approved under the Copyright Act and other applicable laws and regulations.
- 2.3 The Company exclusively owns copyrights in and to the Modified Work of the Unity Characters.
- 2.4 With regard to use of the Derivative Work of the Unity Characters, the Company exclusively owns the same kind of rights specified in Articles 21 through 27 of the Copyright Act as owned by the author of such Derivative Work, pursuant to Article 28 of the same Act.

Article 3. Grant of License; Conditions of Use

- 3.1 The Company grants to each User a non-exclusive license to conduct the following by such User him/herself, utilizing the Unity Character and the Digital Asset Data of Unity Characters, in accordance with each provision of this License and the Guidelines:
 - (1) Creation of the Derivative Work of the Unity Characters; Creation of the Secondary Work utilizing the Digital Asset Data of Unity Characters, including without limitation, games and interactive contents.
 - (2) Stage Performance, screen presentation, public transmission, exhibition, or distribution by Users of the Secondary Work of the Unity Characters created by such Users ("Distribution, etc.").
 - (3) Distribution, etc. of the Digital Asset Data of Unity Characters and the Secondary Work thereof by a User him/herself, on condition that third parties who receive the same agree to be bound by this License.

- (4) Using all or part of the names of the Unity Characters in the titles, explanations, etc. of the Secondary Work set forth in Items (2) and (3) above created by the User himself/herself, or giving a unique title to such Secondary Work using a part of the name of the Unity Characters.

3.2 With regard to the use set forth in Article 3.1 above, Users shall comply with each of the following conditions of use:

- (1) In conducting the Distribution, etc. of the Digital Asset Data of Unity Characters and the Secondary Work thereof to third parties, a User shall cause such third parties to be bound by this License.
- (2) Users may not use the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof for any act or purpose against public policy or for any antisocial act or purpose, or for any remark that is prejudiced religiously or politically.
- (3) Users may not harm the honor and dignity of the Unity Characters, the Secondary Work thereof, the Company, and the products and services provided by the Company.
- (4) Users may neither conduct any act that impairs the intellectual property rights of a third party, nor use the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof for the purpose of impairing such rights.
- (5) Users may not use the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof as adult contents or services for commercial purposes, or for advertising and promotion.
- (6) Unless otherwise approved by the Company, Users may not indicate or use any of their work in a manner that may mislead the public to believe that such work is an official product of the Company.
- (7) Users shall comply with the conditions provided for in the Guidelines.

(8) In addition to the above, Users may not use the Unity Characters, the Digital Asset Data of Unity Characters and the Secondary Work thereof in a manner that the Company deems inappropriate.

3.3 When Users utilize the Unity Characters and the Digital Asset Data of Unity Characters as approved in Paragraph 3.1 above, Users are requested to indicate the licensed logo determined separately on the Secondary Work in a reasonable manner that can be easily seen (e.g., by indicating it on the Secondary Work or attaching an explanation thereof to the Secondary Work).

3.4 Users may not exercise their moral rights against the Company or its licensees.

Article 4. Disclaimer of Warranty

4.1 The Unity Characters and the Digital Asset Data of Unity Characters shall be provided “as is” and the Company makes no warranty, including without limitation, any warranty of fitness for a particular purpose or non-infringement of a third party’s right.

4.2 The Company will not indemnify Users for damage and harm suffered by Users as a result of use of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof by Users. If any third party suffers damage as a result of use of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof by any User, such User shall be responsible for such damage and liable for the compensation thereof, and the Company will not be liable for such damage.

Article 5. Amendment of this License

The Company may update this License if it determines it is necessary and will post the updated License as well as other information on the Company’s website or at other places. Users are requested to periodically visit the Company’s website and check as to whether there is a modification in any of the provisions of this License. Regardless

of whether Users have confirmed any modification, a User shall be deemed to have agreed to the modified License when such User starts or continues to use the Unity Characters, the Digital Asset Data of Unity Characters, or the Secondary Work thereof.

Article 6. Termination of License

6.1 If a User of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof is in violation of any of the provisions of this License, then, the license granted to such User shall automatically terminate.

6.2 The Company may, at its sole discretion, discontinue the use of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof by the Users at any time. The Company may also at any time discontinue the use of the Digital Asset Data of Unity Characters or the Secondary Work thereof which are already downloaded.

6.3 Upon receipt of notice of termination of the License or that the use of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof must be discontinued, Users shall be obligated and liable to (i) promptly discontinue the Distribution, etc. of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof, (ii) immediately delete the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work thereof from the computer and any other media storing the same, and (iii) at their expense, collect or cause third parties to delete the Unity Characters, the Digital Asset Data of Unity Characters and the Secondary Work which Distribution, etc. have already been conducted.

6.4 The Company shall not be liable for any damage suffered by Users as a result of discontinuation of use of the Unity Characters, the Digital Asset Data of Unity Characters, and the Secondary Work under this License.

Article 7. Governing Law

- 7.1 This License shall be governed by the laws of Japan and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed, even though the goods are sold in relation to this License.
- 7.2 Even if any provision or a part of such provision is held to be invalid or unenforceable pursuant to the Consumer Contract Act or other laws or regulations, the other provisions of this License or the remainder of the provision, when a part thereof is held to be invalid or unenforceable, shall continue in full force and effect and any provision that is held to be invalid or unenforceable shall be amended so that it will have the closest legitimate meaning to the original provision.

Article 8. Jurisdiction

- 8.1 The Tokyo District Court shall have exclusive jurisdiction over any dispute arising out of or in connection with this License.
- 8.2 Notwithstanding the above, Users agree that the Company is entitled to injunctive relief (or equivalent urgent legal relief) in any jurisdiction.

Article 9. Miscellaneous

- 9.1 This License is prepared in Japanese. Any translation of this License into other languages is for the purposes of reference only and the Japanese version shall prevail over any translation thereof if there is a conflict between the Japanese version and such translation.
- 9.2 The Company reserves all rights not expressly granted to Users hereunder.
- 9.3 If it is likely that a User is in violation of this License or is infringing on any right, which is reserved by the Company pursuant to Article 9.2 above and is not granted to such User by this License, the Company may warn the User about such violation by e-mail or other communication means. If the Company receives no answer

from such User within fifteen (15) days from the receipt of such notice, then, the User shall be deemed to be in violation of this License.

- 9.4 In cases where the Company gives a User the approval to use the Unity Characters, the Digital Asset Data of Unity Characters or any Secondary Work thereof beyond the scope of use specified in this License and the Guidelines, the Company shall separately prepare and provide a document granting such approval to such User, which shall be signed by the Company's Business Execution Partner (*shokumu shikkousha*).

If you would like to know what you can do and cannot do with the Unity Characters and the Digital Asset Data of Unity Characters, please refer also to the Guidelines for details. If you have any inquiries, please contact us at the following address:

Contact Address:

Unity Technologies Japan G.K.

unity-chan@unity3d.co.jp