

Notes for WEADAC or WEADAC_DLC users (Including licensing agreement and support)

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This document describes basic instructions, licensing agreement for "WEADAC" and "WEADAC_DLC" and support for the users. Read this document before concluding a use contract, and file for the contract procedure.

1. Definition

(1) WEADAC (World Weather Data for Air-Conditioning)

Computer program for generating weather data for air-conditioning load calculation

(2) WEADAC_DLC (Design Load Calculation)

Computer program for calculating air-conditioning load using WEADAC output

2. Authors, Copyright and licensing right holder

(1) Authors

Authors of WEADAC are Mr. AKASAKA Hiroshi and Mr. TAKEDA Kazuhiro

Authors of WEADAC_DLC are Mr. AKASAKA Hiroshi and Mr. MITAI Takaki

(2) Copyright and licensing right holder

Copyright holders are the authors and Meteorological Data System Co., Ltd. (hereafter, MDS). Licensing right holder is MDS. MDS takes charge of the contract with users.

3. General article

Governing law of this licensing agreement is the Japan National Law.

4. Assortment of WEADAC and WEADAC_DLC programs

The user of the program (hereafter, you) can select one of the five programs listed below,

(1) WEADAC (world)

(2) WEADAC_DLC (world)

(3) WEADAC_DLC (Asia)

(4) WEADAC_DLC (Europe + North America)

(5) WEADAC_DLC (Africa + Oceania + South America)

World of (1) and (2), Asia of (3), Europe+North America of (4), and Africa+Oceania+South America (5) represent the areas covered by the program. All the countries and cities are listed in the "station list" placed in the MDS Home Page.

One of the five programs that you select is called "the program" hereafter.

5. Issue and reissue of the license key

The licensing right holder permits that you download the program and use it, under the condition that you agree to all the license items in this document. As the program is free "trial mode" at the time of downloading, the function of the program is limited. If you agree to this "licensing agreement", the licensing right holder will issue a license key to remove the restriction of the trial mode, after you pay the predetermined rate.

The expiration date of the license key is one year, and it is not reissued by any reason. Because you cannot use the program after the expiration date, you shall inform the licensing right holder before the expiration date and finish a necessary procedure, if you wish to use continuously the program. After you finish the necessary procedure, the licensing right holder will reissue the license key.

6. Setting the right to use

The program is protected by Copyrights Act, but, if you agree to this "licensing agreement", the licensing right holder sets the right to use the program as follows.

- (1) If you are an individual user, you can install the program in one of the computers you use.
- (2) If you are a staff of a corporation or an organization like a corporation (such as a laboratory in a university), the representative of your organization must sign a contract with the licensing right holder before you use the program. If you are nominated as one of the users by the representative, you can use the contracted program in one of the computers you use.

7. Verboten matters

The verboten matters which you must not go for are as follows.

- (1) Setting the right to use the program to a third party without a permission of the licensing right holder.
- (2) Checking the source code of the program, reverse-engineering it, decompiling it, assembling it reversely, revising it, translating it, and trying others.
- (3) Still using the previous version of the program, after receiving a medium for the version up of the program or a new version program rearranged entirely,

8. Handling the data obtained by the program

- (1) The licensing right holder permits you to use the data which you have obtained using the program in other programs.
- (2) The licensing right holder permits you to publicize the data which you have obtained using the program in a report or an article, except that the publication of the data is the main purpose of the report or the article. In the case of the publication, you must specify that the data are the output by the program.
- (3) The licensing right holder does not permit you to edit the data which you have obtained using the program systematically and publicize them.
- (4) The licensing right holder does not permit you to let a third-party hold the data which you

have obtained using the program.

- (5) The licensing right holder does not permit you to let a third-party use a tool or a software including the data which you have obtained by the program. In such a case, refer to the licensing right holder, because another licensing agreement may be necessary.

9. Guarantee

- (1) Authors and the licensing right holder guarantee that there is no illegality and right abuse in the program. If any violation of this guarantee occurred the authors and the licensing right holder will cope with the situation.
- (2) The licensing right holder will change the program for the corrected one immediately, if a recording miss or programming error are detected. The licensing right holder will decide by his discretion whether this change is necessary or not.
- (3) The licensing right holder do not guarantee that the program always satisfies your specific purpose and there is not an error at all in the contents of the program.

10. Compensation for damages

- (1) The authors and the licensing right holder do not take responsibility for the specific damage, the indirect damage, and other similar damages. These damages include such as your failure to achieve some kind of profit, the data dissipation, and the unusability of the program caused by accidents.
- (2) You shall not demand compensation for the damage to the authors and the licensing right holder. However, if it is confirmed that the damage is occurred by a serious error of the program, the licensing right holder will compensate for the damage as the upper limit with an annual use rate.

11. Handling the data after the termination of the contract

- (1) You must zeroize promptly all of the weather data obtained by the program after the contract termination. But this erasure does not include the data published in the reports or articles during the term of the contract.
- (2) You can use the room data outputted by the program after the contract termination. But, in this case, article 8 in this document will still be applied.

12. Homepage of WEADAC and WEADAC_DLC

You may get necessary information about WEADAC and WEADAC_DLC in the homepage of Meteorological Data System Co., LTD. (MDS). The URL of MDS is,

URL : <https://www.metds.co.jp/>

13. Inquiry

If you have any question, please inform us using an inquiry form in the MDS homepage. MDS does not accept the inquiry by a telephone or a facsimile.

E-mail : ea@metds.co.jp