

SimPITE Terms and Conditions

The term the " Program Code" means SimPITE, a generic name for a simulation program for quantum computer that outputs the ground state of a quantum system using PITE, originally developed by Quemix Inc. and which is licensed under these Terms and Conditions.

PITE is an abbreviation for Probabilistic Imaginary-Time Evolution, an imaginary-time evolution method using a single auxiliary bit developed by Quemix Inc. for which Quemix Inc. has applied for related patents and trademarks.

The term "Company" collectively means Quemix Inc. and holders of all rights related to said Program Code.

The term "User" means a person who, in using the Program Code, agrees to these Terms and Conditions, and has been approved in advance by the Company (If an individual is accepting these Terms and Conditions on behalf of himself/herself, he/she is the User; if an individual is accepting these Terms and Conditions on behalf of a corporation or other organization or entity to which he/she belongs, the corporation or other organization or entity to which he/she belongs is the User, and the acceptance of these Terms and Conditions by such individual constitutes a representation that such corporation or other organization or entity will comply with these Terms and Conditions.).

The term " Purpose of Use " means the purpose for which the Program Code is used, which shall be limited to non-profit purposes and academic research purposes.

The term "Deliverable" means a program (a set of instructions to a computer that is combined to obtain a single result or is undergoing research and development), image or audio or other sound, or any combination thereof, or any text, graphic or symbol, or any combination thereof or any combination thereof with color, that uses the Program Code. Specifically, it includes documents, research papers, reports, presentations, databases, graphs and charts, program codes and their compilations thereof, etc.

The term "Deliverable" means a deliverable resulted from using the Program Code that has been modified or adapted by the User. The definition of "Deliverable" above shall apply, mutatis mutandis, to "Derivative Deliverable."

(Copyright notice)

All Deliverables and Derivative Deliverables that use the Program Code must include the following "copyright notice". Failure to do so will be considered a violation of these Terms and Conditions.

© 2022 T. Kosugi, Y. Nishiya, H. Nishi, and Y. Matsushita, Physical Review Research 4, 033121
In this product, the program SimPITE provided by Quemix Inc., based on PITE by Quemix Inc. is used.

Article 1 (Grant of License)

1. The Company grants the User a free of charge license to use the Program Code to the extent necessary and reasonable to achieve the Purpose of Use, provided that the User complies with this Terms and Conditions. The said license granted herein shall be non-transferable, non-sublicensable, and non-collateralizable, whether in Japan, overseas, or elsewhere.
2. Regardless of the form or medium of the original or copy of the Program Code, the User shall agree that all copyrights (including, but not limited to, reproduction rights, transfer rights, and rights to create derivative works, as provided in Articles 21 through 28 of the Copyright Act of Japan), trademarks, and all other intellectual property rights or any other rights pertaining to the media on which the Program Code is recorded and all copies of the Program Code made thereafter shall be the property of the Company.
3. The Company does not authorize the User to assign, sell, or sublease the whole or any part of the Program Code or to create, assign, sell, or sublease derivative works of the Program Code, except with the prior conditional consent of the Company.

Article 2 (Conditions for Licensing by Company)

1. The grant of license in the preceding articles shall be subject to the compliance by the User with the following conditions. However, even if such conditions are complied with, the Company shall not transfer the rights stipulated in Article 27 and Article 28 of the Copyright Act of Japan pertaining to the Program Code to the User.
 - (1) The User may use the Program Code on their own without prior consent, within the scope of the license granted hereunder.
 - (2) The User may modify or adapt the Program Code only to the extent necessary to

achieve the Purpose of Use.

- (3) When the User modifies or adapts the Program Code, the User shall explicitly indicate in the Deliverable or Derived Deliverable that the User has modified or adapted the Program Code, such as by keeping a history of the location of the modification.
 - (4) In the event that the User shall conduct joint research activities or publish the Deliverable or Derivative Deliverable with a third party joint partner other than the Company using the Program Code, the User shall mutually confirm with the joint partner that the said joint partner is also licensed by the Company and shall notify the Company accordingly and obtain the Company's consent in advance.
 - (5) If the User intends to publish the Deliverables or Derivative Deliverables which use the Program Code, outside of a corporation or other organization or group, the User shall include a copyright notice in the relevant Deliverables or Derivative Deliverable. For details on how to indicate the copyright notice, please refer to (Copyright Notice) at the beginning hereof.
 - (6) The User shall be solely responsible for any and all liabilities arising from the use of the Program Code, even if the use is based on a license or prior consent from the Company (in the case where the User is a corporation or other organization or entity, including use by persons authorized to use the Program Code within such corporation or other organization or entity).
2. The User shall use the Program Code in accordance with the Company's instructions regarding the use of the Program Code. Even if the Company grants User the license to use the Program Code for the Purpose of Use, the User shall or may not:
- (1) use the Program Code beyond the extent of the license granted hereunder;
 - (2) install the Program Code on a network server and allow any person outside the User's organization to access said network server from any computer, device, or other equipment in order to publish, distribute, transfer, or use the Program Code, regardless of whether it is done with or without compensation;
 - (3) delete or alter the copyright notice as specified by the Company.
 - (4) modify the Program Code in whole or in part, or analyze the structure, functions, processing method, etc. of the Program Code, in whole or in part, by tracing debugging, disassembling, decompiling, reverse engineering, or otherwise in order to obtain the User's own rights to the Program Code, unless the User corrects the errors, etc. in the Program Code based on the Purpose of Use.
 - (5) engage in any other acts that infringe upon Company's rights (including the rights stipulated in Article 27 and Article 28 of the Copyright Act of Japan) regardless of

the primary purpose of such acts.

3. In the event that the User intends to use the Program Code for purposes other than those licensed hereunder, the User shall notify the Company in writing in advance and obtain the Company's prior consent.
4. In the event that the User intends to use the Program Code to acquire rights related to Deliverables or Derivative Deliverables or to engage in secondary use of it, the User shall notify the Company in writing in advance and obtain the Company's consent after consultation with the Company regarding the handling and attribution of such rights.
5. The User shall grant to the Company for free a non-exclusive license with right of sub-license regarding such rights belonging to the User as set forth in the preceding paragraph. Only in cases where the Company's patents are licensed free of charge, the Company may also license such rights to a third party for free. In addition, when compensation is obtained based on such rights, it shall be distributed to the User under conditions separately determined.

Article 3 (Feedbacks)

The User shall grant the Company comprehensively the right to freely exercise all the rights prescribed by the Copyright Act of Japan without any restrictions, for free and for an unlimited period of time, domestically and internationally incorporating suggestions, requests for improvements, recommendations, modifications or other feedbacks provided to the Company with regard to the Program Code into other services or program codes that the Company uses, distributes, or publish. The User may not exercise moral rights against the Company.

Article 4 (Disclaimer of Warranties)

1. The Company shall provide the Program Code to the User on an "AS IS" basis, without warranty of any kind, including but not limited to the warranties of functionality, performance and quality, accuracy, completeness, timeliness, non-infringement, and fitness for a particular purpose of the Program Code.
2. The Company shall not be liable to the User for any damages including, but not limited to, direct, indirect, incidental, special, punitive, or consequential damages, or damages for loss of goodwill, business interruption, computer failure or malfunction, or other commercial damages or losses, arising out of or in connection with the Program Code or any Deliverables or Derivative Deliverable which use the Program Code, even if the

Company has been advised of the possibility of such damages.

3. The Company does not provide any warranty or guarantee that the Program Code is free from infringement of patents and other intellectual property rights of third parties, and the Company shall not be held liable for any claim of infringement of intellectual property rights (including warnings and lawsuits) by a third party against the User with respect to the Program Code.
4. The Company may modify the said Program Code without prior notice. In such case, the provisions of these Terms and Conditions shall apply to the modified Program Code as is.

Article 5 (Termination of License)

1. In case of any of the following events, the User shall cease or desist from using the Program Code and shall immediately return to the Company or dispose of the Program Code.
 - (1) When the User violates these Terms and Conditions and the User does not correct the violation after a reasonable period of notice from the Company.
 - (2) When a final and binding judgment or ruling is issued acknowledging that the User has infringed upon an intellectual property right regarding the Program Code.
 - (3) When the User directly or indirectly asserts intellectual property infringement claims against the Company regarding the Program Code or engages in acts to acquire rights related to the Program Code.
 - (4) The User does not display the copyright notice in the manner designated by the Company.
 - (5) When the Company shall terminate all or part of its business related to said Program Code based on its business judgment.
 - (6) When the Company, in its discretion, otherwise gives notice of revocation of the license.
2. In case any damage is caused to the Company or any third party as a result of any of the acts described in any item of preceding paragraph, the user shall compensate the Company or the third party for the damage.

Article 6 (Modification of the Terms and Conditions)

The Company shall notify the User of the intention of the modification of these Terms and Conditions, the contents of the modified Terms and Conditions, and the effective date thereof through a method deemed appropriate by the Company, at least a reasonable period

before the modified Terms and Conditions take effect. In case the user does not express any objection by the effective date and continues to use said Program Code, the User shall be deemed to have agreed to such modifications. In no event shall Company be liable for any damages incurred by the User as a result of any modification of the Terms and Conditions pursuant to this Article.

Article 7 (Governing Law and Jurisdiction)

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan, and in the Japanese language shall be the governing language for interpretation hereof.
2. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any disputes related to these Terms and Conditions.

Changelog

2023/06/16 : Establishment of rules.

2023/07/19 : Revision of Terms.