

To: National Maritime Research Institute

E-mail: [st-appli@mpat.go.jp](mailto:st-appli@mpat.go.jp)

Application form for use of

## VESTA-ST

- Calculation program for external forces due to winds and waves on sea trial -

We agree the following Terms & Conditions of "VESTA-ST" Use, and hereby apply to use the program.

Information on the applicants:

Date: _____
Person in charge: _____
Affiliation: _____
Company name: _____
Address: _____
Tel./Fax. number: _____
Email address: _____

### Terms & Conditions of "VESTA-ST" Use

This page tells the applicants ("they", "their", "them") the terms & conditions ("T&Cs") of use on which they may make use of the tool VESTA-ST including its manual ("VESTA-ST") developed by National Maritime Research Institute ("NMRI"), National Institute of Maritime, Port and Aviation ("MPAT"). Please read these T&Cs carefully before applying to use VESTA-ST. By submitting the application form and/or downloading VESTA-ST and/or using VESTA-ST, they indicate that they accept these T&Cs. If they do not agree to these T&Cs, permission of download/use of VESTA-ST are not granted to them. Some of the provisions contained in these T&Cs may also be superseded by provisions or notices published elsewhere on the Website of NMRI, MPAT.

#### Information about VESTA-ST

This VESTA-ST was developed as a tool for analyzing speed/power trials of a ship by NMRI, MPAT.

The office address of NMRI, MPAT is 6-38-1, Shinkawa, Mitaka, Tokyo, Japan (Post code 181-0004).

### **Accessing to the application/download site**

Access to the website for applying for use of VESTA-ST and/or downloading VESTA-ST is provided on a temporary basis and NMRI, MPAT reserves the right to withdraw access to its website without notice. NMRI, MPAT will not be liable if for any reason its website is unavailable at any time or for any period.

NMRI, MPAT is under no obligation to update VESTA-ST.

### **License**

The applicants are permitted to use the VESTA-ST for their own use on the following basis:

- (i) The purpose of use of VESTA-ST is limited to that for analysis of speed/power trials of ships;
- (ii) They are prohibited to copy, duplicate, reproduce, modify and reverse engineer this product partially or completely in any way;
- (iii) They agree that NMRI, MPAT does not bear any liability whatever for damages arising from VESTA-ST and its manual;
- (iv) They must keep the technical information which was able to be obtained through use of VESTA-ST a secret strictly and is prohibited to leak it to the third party;
- (v) The right to receive any support services (including responding to any inquiries) is not granted for VESTA-ST;
- (vi) The patent, utility model, industrial design, creation of database and copyright or other right of intellectual property rights of VESTA-ST are owned by NMRI, MPAT.

If they breach any of T&Cs in this legal notice, permission to use the VESTA-ST automatically terminates and they must immediately destroy/delete/erase it from their recording devices and computers.

Subject to this license, no part of VESTA-ST may be reproduced or stored in any other website or passed to others than them without our written permission. They agree not to adapt, alter or create a derivative version from VESTA-ST or not to use VESTA-ST for any other purpose than for analysis of speed/power trials of ships.

### **Disclaimer**

While we endeavor to ensure that the information on this application/download website is correct, NMRI, MPAT does not warrant the accuracy and completeness of the material on the Site. NMRI,MPAT may make changes to the material on the Site, at any time without notice. The material on the Site may be out of date, and NMRI, MPAT makes no commitment to update such material.

**Jurisdiction and applicable law**

The Japanese courts will have non-exclusive jurisdiction over any claim arising from, or related to, use of VESTA-ST, although NMRI, MPAT retains the right to bring proceedings against them for breach of these Terms in their country of residence or any other relevant country.

These T&Cs and any dispute or claim arising out of or in connection with T&Cs or the subject matter or formation of T&Cs (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Japan.

End of terms and conditions.