

SOFTWARE LICENSE AGREEMENT

IMPORTANT

THANK YOU FOR PURCHASING OUR PRODUCT. THIS PRODUCT IS PROVIDED ONLY UPON YOUR AGREEMENT TO THIS AGREEMENT.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS "AGREEMENT").

INSTALLING, COPYING, DOWNLOADING, OR USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PLEASE FILL OUT AND REGISTER THE USER OF THE PRODUCT AT OUR WEBSITE(FAWEB). YOU WILL NOT BE ELIGIBLE FOR TECHNICAL SUPPORT AND PRODUCT UPGRADE INFORMATION IF YOU DO NOT COMPLETE THE REGISTRATION PROCESS.

This AGREEMENT is concluded between you (hereinafter referred to as "CUSTOMER") and TAKEBISHI CORPORATION (hereinafter referred to as "TAKEBISHI") with the following stipulations: TAKEBISHI grants CUSTOMER a license to use the product developed by TAKEBISHI (hereinafter referred to as "SOFTWARE") under the terms and conditions herein. Some of SOFTWARE include sub-licensing that MITSUBISHI ELECTRIC CORPORATION, GrapeCity Inc., Unified Automation GmbH. and/or WIBU-SYSTEMS AG (hereinafter referred to as "RIGHT HOLDER") grant TAKEBISHI. And the license shall belong to each RIGHT HOLDER. The SOFTWARE includes Open Source Software (hereinafter referred to as "OSS") Licenses. The OSS Licenses shall prevail over this License Agreement with respect to OSS.

ARTICLE 1 -- GRANT OF LICENSE

The SOFTWARE is licensed, not sold.

TAKEBISHI hereby grants to CUSTOMER a non-exclusive and non-transferable license to use the SOFTWARE subject to the terms of this Agreement. If the SOFTWARE is temporarily loaded into memory or installed on storage, CUSTOMER shall be deemed to have used the SOFTWARE.

If CUSTOMER acquires the SOFTWARE for which multiple versions (e.g. a 32-bit version and a 64-bit version) are provided, CUSTOMER may only install and license either of those versions at the same time.

The SOFTWARE licensed for use by CUSTOMER may run a single application instance on a single device (physical or virtual device) owned or lent by CUSTOMER. The SOFTWARE may not be used in excess of the number of license properly obtained. Certain lineups of the SOFTWARE are offered on a subscription basis. In the case of a subscription license, the license is valid for a set period of time. When the validity term expires, CUSTOMER may not use the functions of the SOFTWARE.

ARTICLE 2 -- License Transfer

CUSTOMER shall not lend, transfer the rights of the SOFTWARE, without obtaining prior permission from TAKEBISHI. Before making an authorized transfer, the transferee of the SOFTWARE must agree that the terms of this Agreement shall apply to the transfer and the use of the SOFTWARE.

If CUSTOMER has a third party other than CUSTOMER register the configuration of the SOFTWARE, CUSTOMER, acting on behalf of such third party, shall be deemed to have agreed to this License Agreement by CUSTOMER itself. The third party who is commissioned by CUSTOMER to perform the above setup and registration shall notify the CUSTOMER of the provisions of this paragraph and the other contents of this Agreement prior to the setup and registration. If the third party who registers the above-mentioned setting under commission from CUSTOMER fails to give the above-mentioned notice, TAKEBISHI shall not be liable for any disadvantage or damage to CUSTOMER caused by such failure.

ARTICLE 3 -- RESTRICTIONS

- 1.CUSTOMER shall not analyze, or modify the SOFTWARE PACKAGE, nor may CUSTOMER attempt to analyze, or modify the SOFTWARE PACKAGE.
- 2.CUSTOMER must take all possible measures so that the SOFTWARE PACKAGE is not lost or stolen, or so that a third party will not analyze the SOFTWARE PACKAGE.

ARTICLE 4 -- INSPECTION AND REPLACEMENT

- 1.CUSTOMER shall inspect the SOFTWARE PACKAGE diately upon receipt for any physical damages.
- 2.If CUSTOMER detects any physical damages within 1 month from the purchase, such as read error of the media, CUSTOMER may notify the distributor from which the SOFTWARE PACKAGE was purchased and demand a replacement.

ARTICLE 5 -- LIMITATION OF LIABILITY

- 1.TAKEBISHI shall not be responsible for any damages (including but not limited to loss of profits, business interruption, loss of business information and all other financial damages) caused by the use or the inability to use the SOFTWARE, which results from other products used in combination with the SOFTWARE (including but not limited to the OS and resident software products).

2.TAKEBISHI does not warrant that the quality and function of the SOFTWARE will meet CUSTOMER'S requirements. TAKEBISHI does not, except as expressly provided in this agreement, assume responsibility for any defects or quality responsibility. CUSTOMER is responsible for the installation of the SOFTWARE. The same applies to the use of the SOFTWARE and the outcome thereof.

ARTICLE 6 -- REPLACEMENT AND UPGRADE

When the SOFTWARE is upgraded, CUSTOMER may receive the upgraded SOFTWARE by paying the price determined separately by TAKEBISHI to TAKEBISHI. CUSTOMER may then uninstall the old SOFTWARE (at which point CUSTOMER loses the license of the old SOFTWARE) and may use the upgraded SOFTWARE.

ARTICLE 7 -- CONFIDENTIALITY

CUSTOMER shall not disclose any information obtained from the SOFTWARE or in relation to this AGREEMENT to a third party and will not allow a third party to reuse the information, regardless of whether this AGREEMENT is still in effect or has expired.

ARTICLE 8 -- TERMINATION

1.TAKEBISHI may terminate this AGREEMENT without notice, effective immediately, if CUSTOMER fails to comply with any of the terms and conditions of this AGREEMENT.

2.This AGREEMENT shall be terminated if

- (1)CUSTOMER forfeits the rights to use the SOFTWARE.
- (2)TAKEBISHI is not able to verify the existence of the SOFTWARE due to misplacement or loss.

The termination of this AGREEMENT does not however, affect TAKEBISHI'S rights.

ARTICLE 9 -- COPYRIGHT AND LICENSE

The license of this SOFTWARE (Including duplicates) shall belong to CUSTOMER, copyright shall belong to TAKEBISHI.

ARTICLE 10 -- EXPORT CONTROL

CUSTOMER agrees to comply strictly with all applicable laws and regulations including but not limited to export control laws and regulation. CUSTOMER shall not, without TAKEBISHI'S prior written consent and any applicable governmental approval, carry out or export the SOFTWARE, directly or indirectly, to any country other than the country where Customer initially obtained the SOFTWARE.

ARTICLE 11 -- GOVERNING LAW AND JURISDICTION

If any doubt arises in relation to items not defined in this AGREEMENT or any articles in this AGREEMENT, both parties shall discuss it with sincerity and arrive at a mutual decision. If a need for legal action arises in association with this AGREEMENT from either party, both parties shall agree to submit exclusively to Kyoto District Court in Japan as the jurisdiction of the court. This AGREEMENT and all legal issues that are incidental to this AGREEMENT shall be governed by and construed under the Constitution of Japan.

In the event of any disputes under this AGREEMENT, the AGREEMENT will be interpreted solely by reference to the Japanese AGREEMENT.