

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"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE RETURN THE UNOPENED PACKAGE CONTAINING THE DISK TO THE DISTRIBUTOR OR TO THE SALES OFFICE. NO RETURNS WILL BE ACCEPTED IF THE PACKAGE IS OPENED. TAKING OUT THE DISK FROM THE PACKAGE, INSTALLING, COPYING, DOWNLOADING, ACCESSING, OR USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PLEASE FILL OUT AND RETURN THE "USER REGISTRATION CARD". 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.

ARTICLE 1 -- GRANT OF LICENSE

1. TAKEBISHI hereby grants to CUSTOMER the license to use the SOFTWARE recorded on a disk (disk that contains the SOFTWARE shall hereinafter be referred to as "DISK") and related documentation (this may include online or electronic documents) (hereinafter the software and its related documentation shall be collectively referred to as "SOFTWARE PACKAGE") on one specific computer, based upon the usage of the SOFTWARE.
2. CUSTOMER agrees to use the SOFTWARE himself and not to allow a third party to use the SOFTWARE by sub-licensing or by any other method. TAKEBISHI does NOT grant CUSTOMER any right to reproduce the whole or a part of this SOFTWARE PACKAGE.

ARTICLE 2 -- RESTRICTIONS

Except as expressly provided in the accompanying documentation, CUSTOMER shall not copy, lend, transfer the rights of, analyze, or modify the SOFTWARE PACKAGE, nor may CUSTOMER attempt to copy, lend, transfer rights of, analyze, or modify the SOFTWARE PACKAGE. CUSTOMER must take all possible measures so that the SOFTWARE PACKAGE is not lost or stolen, or so that a third party will not copy or analyze the SOFTWARE PACKAGE.

ARTICLE 3 -- INSPECTION AND REPLACEMENT

1. CUSTOMER shall inspect the SOFTWARE immediately 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 disk, CUSTOMER may notify the distributor from which the SOFTWARE PACKAGE was purchased and demand a replacement.

ARTICLE 4 -- 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, THE USE AND THE OUTCOME OF THE SOFTWARE.

ARTICLE 5 -- REPLACEMENT AND UPGRADE

1. If CUSTOMER admits that exhaustion or damage of the disk or accompanying documentation led to an adverse consequence, CUSTOMER may receive a new disk or documentation in exchange for the damaged disk or documentation for a price determined separately by TAKEBISHI.
2. When the SOFTWARE PACKAGE is upgraded by TAKEBISHI, CUSTOMER may receive the upgraded DISK (and accompanying documentation, if necessary) 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 PACKAGE.

ARTICLE 6 -- CONFIDENTIALITY

CUSTOMER shall not disclose any information obtained from the SOFTWARE PACKAGE 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 7 -- 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 DISK due to misplacement or loss.

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

ARTICLE 8 -- COPYRIGHT AND LICENSE

The license of this SOFTWARE PACKAGE shall belong to CUSTOMER; copyright shall belong to TAKEBISHI.

ARTICLE 9 -- 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 10 -- 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