SOFTWARE LICENSE AGREEMENT

Important: Please read this agreement carefully before using this software

This Agreement made and entered by and between the clients (hereinafter referred to as the "End User") and TAKEBISHI CORPORATION (hereinafter referred to as the "TAKEBISHI). When the End User has used this Software, it shall be presumed that the End User has accepted the provisions below. In this Software License Agreement, the term "the Software" shall mean CD-ROM or any disk media including this Software License Agreement or software downloaded from a server of a website managed by TAKEBISHI. The Software does not include any software supplied or provided by any party other than TAKEBISHI under separate license. This Software License Agreement shall not grant any right to such software.

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Chapter1. OPC Spider

Definition:
In this Software License Agreement, the Software shall mean "OPC Spider" and "Optional Package" ("Adapter" and the related software products). The support service based on the Software Support Service Contract shall apply only to the Software described in this chapter.

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Support:
The End User can receive the support service described in the TAKEBISHI website or document which comes with the Software by paying the software support service fee.

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This Software License Agreement shall become valid at the date when the Software has been used and the validity shall continue until the Software License Agreement is terminated. The End User can terminate this Software License Agreement at any time by discarding the Software, the attached document and copies thereof. Any license fee, which has been paid to TAKEBISHI by the End User to use the Software, shall not be paid back in any case, excluding when the conditions specified in the section "Limited Guarantee" shown below are satisfied.

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The End User shall not use, duplicate, modify nor did transfer the Software nor the attached document electronically or in any other means without prior explicit written permission of TAKEBISHI, unless permit explicitly in this Software License Agreement. Moreover, the End User shall not translate, reverse-program, disassemble, reverse-compile or reverse-engineer the Software.

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The Software and the attached document may include the support of Java program. Java technology does not have any function or capability to deal with any problem and it is not designed nor developed as on-line control device in a critical environment (dangerous operation) of atomic nuclear power plant operation, aircraft navigation, communication system, air-traffic control, life supporting device, weapon system, etc., which may directly cause death, severe injury, serious property damage or environment disruption, nor intended to be used or sold for the purpose thereof.

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If the Foreign Exchange and Foreign Trade Law or any other export-related law applies to the export of the Software, the End User shall follow it. Also, if any export-related law of foreign countries such as U.S.A. Export Administration Regulations and any prescribed procedure is required, the End User shall follow it.

Limited Guarantee:
(a) To the End User, TAKEBISHI shall guarantee that:
(i) The Software (excluding Third Party Software) works almost according to the description of the attached document and:
(ii) The Software is recorded appropriately in the distribution CD-ROM.
This guarantee (hereinafter referred to as the "Limited Guarantee") is valid for 90 days from the date of purchase. Although TAKEBISHI does not guarantee Third Party Software which comes with the Software, TAKEBISHI agrees to move the guarantee by a right holder of such Third Party Software or a licensor to the End User.
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In any case, TAKEBISHI's liability for the Software shall be restricted according to the license fee actually paid for the Software by the End User. Except for the refund payment for the purchase of the Software under the conditions prescribed in Limited Guarantee, in no case TAKEBISHI and its affiliated companies shall be liable for any direct damages, indirect damage, special damage, incidental damage, consequential damage, loss of business profit, loss due to business interruption, loss of business information or any other damage, even if TAKEBISHI and its affiliated companies have been advised of the possibility of such damages.

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Anti-social forces shall mean a group or individual which seeks economic benefits by using violence, oppressive power or fraudulent   methods, and which falls under following (i) or (ii):
(i) a gang, gangster, gang-related entity, a person who has left a gang in the past 5 years, sokaiya, group or individual which resorts to violence of any kind.
(ii) a group or individual which commits fraud, resorts to violence or threats, or is involved in illegal activities, asserts unjust claims upon the other party, Defames the honor or credibility of the other party or obstructs the other party\u2019s business operations either by itself or through any other group or individual.

Entire Agreement:
This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

Governing Law and Competent Court:
This Software License Agreement shall be governed by and under the laws of Japan. Any judicial action arising under or relating to this Software License Agreement shall be governed by Kyoto District Court as exclusive competent court at the first trial. Even if a part of this Software License Agreement is regarded as invalid, the rest shall be valid and binding upon the parties hereto.

Chapter2. JDBC Proxy Server

Definition:
In this chapter, the Software shall mean "JDBC Proxy Server", software which may come with "OPC Spider".

Mutatis Mutandis Application:
Any prescription other than "Grant of License" and "Computer Designated by License" in Chapter 1 shall be also applied mutatis mutandis to the Software.

Grant of License:
TAKEBISHI shall grant the End User a nonexclusive and nontransferable license to use the Software based on the provisions of this Software License Agreement, only provided that OPC Spider is installed in a computer of which operating system is other than Windows and the End User complies with the paragraphs (a), (b) and (c) below. When the End User has loaded the Software into memory temporarily or when the End User has installed it in any storage device permanently, it shall be presumed that the End User has used the Software on the computer. The End User shall not assign nor transfer this license without written prior permission of TAKEBISHI. Any neither assignment nor transfer without such permission shall be invalid.
(a) OPC Spider is used according to the prescription "Grant of License" in Chapter 1.
(b) It is intended to connect OPC Spider on a computer of which operating system is Windows or other than that and the ODBC data source on any other computer of which operating system is Windows.
(c) The Software shall be installed in computers in which OPC Spider is installed, or in computers which are connected to OPC Spider, and it shall not be installed in any other computer.

Computer Designated by License:
One copy of the Software "JDBC Proxy Server", of which license is granted to the End User, can be used only on one virtual Java machine in one specific computer (whether such computer is standalone or connected to a network) owned by or lent to the End User. Regardless of through or not through a network, the End User shall execute the Software in multiple computers. The End User shall access to the Software from only one specific computer of which OPC Spider is installed. When the Software is used in one specific computer, the End User shall execute the Software in any other computer without purchasing an additional license. The End User shall neither use nor let any third party use a part or all of the Software to conduct ASP business, system integration business or the like and shall not let any third party use a part or all of the Software for any other commercial purpose. However, the End User and any third party can use the Software to conduct the system integration business only when such End User and third party purchase a license required for their systems.

Support:
TAKEBISHI shall not give the End User any guarantee of an operation of "JDBC Proxy Server". TAKEBISHI shall be under no obligation to correct any error reported by the End User. TAKEBISHI shall answer the End User's inquiry about setting, installation, etc. according to a separate agreement thereof with such End User.

If you have any questions about this License Agreement, feel free to contact us:

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