

Thunderbus Software License Agreement

Note: Please read this agreement carefully before using this software.

This Agreement made and entered into between the clients (hereinafter referred to as the "End User"), for using the Thunderbus software, and APPRESSO K.K. (hereinafter referred to as "APPRESSO"). 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 APPRESSO. The Software does not include any software supplied or provided by any party other than APPRESSO under separate license. Furthermore, unless otherwise specified, this Software License Agreement shall not grant any right to such software.

If any End User does not agree with the provisions herein, the End User must discard the software package including the said CD-ROM or disk media and any other components of this product or return such software package to a shop where you purchased the Software without unpacking it or, if the End User installed the Software, the End User must erase the Software from all the recording media in which the software was installed, without breaking the seal.

Definition:

In this Software License Agreement, the Software shall mean "Thunderbus" that is described or attached to the license specification column of this contract and "Optional Package" (additional Thunderbus File Agent, additional Thunderbus HTTP Agent, additional Thunderbus DB Agent, Thunderbus User and other 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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Properties of License:

Any right based on this Software License Agreement shall belong to the End User (whether such End User is a sole proprietor or corporate body) and can be executed only by the End User itself. Therefore, the rights based on this license agreement cannot be exercised for the utilization or convenience of a third party, without assignment or transfer of the same to the third party. However, a third party specified by the end user may use the Thunderbus Agent only.

Computer Designated by License:

Thunderbus constitutes the Thunderbus Server, Thunderbus Agent and Thunderbus User. The number of Thunderbus Server units, which the End User is licensed to use, shall correspond to the number of CPU (up to 4 cores). It can be used only in one CPU of a computer (whether such computer is standalone or connected to a network) owned by or lent to the End User, and one Java virtual machine. If once the End User executes Thunderbus Server in one computer, the End User shall not execute it on another computer simultaneously. When multiple CPUs are loaded on to the computer mainframe of the production environment in which Thunderbus Server is executed, the End User shall purchase Thunderbus licenses for the corresponding number of CPUs. In this instance, Thunderbus licenses equivalent to the total number of CPUs that are loaded in the main frame, are necessary. For example, the number of Thunderbus licenses required for 1 computer mainframe of the production environment, in which 2 CPUs are loaded, will be 2. However, in the event of executing Thunderbus server in a development environment besides the production environment, 1 Thunderbus license is

necessary, irrespective of the number of CPUs that are loaded in the computer mainframe. When the computer that is used by the End User is the guest OS of the virtual environment, Thunderbus licenses corresponding to the core count allocated to the computer, will be necessary. When the core count allocated to the virtual environment server is up to 4, 1 Thunderbus license will be necessary. When it exceeds 4 cores, 1 Thunderbus license will be required per 4 core units. However, when the Thunderbus Server is executed in a development environment besides the production environment, 1 Thunderbus license will be necessary irrespective of the core count allocated in the virtual environment server. As for the Thunderbus User, which the End User is licensed to use, 1 administrator license and 5 general licenses are provided for 1 Thunderbus license. If the End User were to use more than 6 general Thunderbus User licenses, it shall not use the ThunderbusUser license without an additional ThunderbusUser license(s).

As for Thunderbus Agent, which the End User is licensed to use, 5 Thunderbus File Agent licenses, 1 Thunderbus HTTP Agent license and 1 Thunderbus DB Agent license are provided. 5 Thunderbus File Agent licenses can be used for 5 computers (irrespective of the number of CPUs loaded). For using 6 (six) or more Thunderbus File Agent licenses, it is necessary for the End User to purchase appropriate additional Thunderbus File Agent licenses. 1 Thunderbus HTTP Agent license can be used for 1 computer (irrespective of the number of CPUs loaded). For using 2 (two) or more Thunderbus HTTP Agent licenses, it is necessary for the End User to purchase appropriate additional Thunderbus HTTP Agent licenses. 1 Thunderbus DB Agent license can be used for 1 computer (irrespective of the number of CPUs loaded). For using 2 (two) or more Thunderbus DB Agent licenses, it is necessary for the End User to purchase appropriate additional Thunderbus DB Agent licenses.

When the Thunderbus Server is used as a "Hot Standby" and a "Hot Backup" (a system ready to be connected, provided that it can be used only when the licensed Thunderbus Server has malfunctioned), it will be necessary to purchase Thunderbus licenses separately, corresponding to number of CPUs.

Purpose:

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.

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The End User can make a copy of the Software according to the purpose of and within the scope of the use permitted in the section "Computer Designated by License". Moreover, the End User can make another copy of the Software to back up a media in which the Software is stored. Any copy of the Software must include the copyright of APPRESSO and any other necessary legal notice.

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The End User can receive the software support service provided by APPRESSO, or documents that come with the Software, upon 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 APPRESSO 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 Software and the attached document may include support programs developed in Java. Java technology does not have any function or capability to address defects automatically, having not been designed or 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

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No Support for Third Party Software:

Third Party Software and the related documents supplied are on an "as-is" basis without any guarantee. Therefore, APPRESSO and its affiliated companies do not provide any support for the operation, errors and any other aspects of Third Party Software.

No Guarantee for Third Party Software:

Third Party Software and the related documents supplied are on an "as-is" basis without any guarantee. Therefore, APPRESSO and its affiliated companies do not guarantee any merchantability of Third Party Software nor its compatibility with a specific purpose, whether explicitly or implicitly. Any loss or damage due to the use or function of Third Party Software and the related document shall be borne by the End User.

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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:

1)To the End User, APPRESSO shall guarantee that:

(a)The Software (excluding Third Party Software) works almost according to the description of the attached document and;

(b)The Software is recorded appropriately in the distributed CD-ROM,

This guarantee (hereinafter referred to as the "Limited Guarantee") is valid for 90 days from the date of purchase. Although APPRESSO does not guarantee Third Party Software which comes with the Software, APPRESSO agrees to move the guarantee by a right holder of such Third Party Software or a licensor to the End User.

2)If the Software is modified, damaged, abused, misused or used nonconforming to the provisions of this Software License Agreement or the instructions of the Software and the attached document, Limited Guarantee shall not apply to the Software.

3)APPRESSO's responsibility based on Limited Guarantee and the only remedy to the End User shall be restricted to repair or change of the Software or refund of payment made for the purchase of the Software. APPRESSO shall take no responsibility based on Limited Guarantee, unless the Software is returned together with a copy of receipt held by the End User to APPRESSO or its agent within the guarantee period. The guarantee period of the Software changed shall be the rest of the original guarantee period or 30 days, whichever is longer.

4)Limited Guarantee shall supersede and exclude the merchantability, compatibility with a specific purpose and guarantee of no infringement of third party right or any other guarantee (including but not limited to guarantee given by trade practice or during transaction) not described in this Software License Agreement, whether explicitly or implicitly.

5)If the End User fails to perform the user registration, or does not install a distributed bug fix version, or update the version, or installs it in an inappropriate manner, APPRESSO shall give no guarantee of the Software and, therefore, the End User shall take any responsibility for the execution of the Software and the results thereof.

Termination:

If the End User breaches any terms of this License Agreement, fails to pay the license fee for this software, or turns out to belong to anti-social forces mentioned below, APPRESSO may terminate this License Agreement at any time without giving any

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(i) Gangster organizations, members of a gangster organization, semi-members of gangster organization, a person who has left a gang in the past 5 years, organizations affiliated to gangsters, extortionist that threatens to disrupt stock-holder meetings, social movement signpost logo, political activity signpost logo, or, the special intelligence group, or any other anti-social group or individual that falls in this category (hereinafter referred as "Gangster")

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Even if a part of this Software License Agreement is regarded as invalid, the rest shall be valid and binding upon the parties hereto.

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