SOFTWARE LICENSE AGREEMENT

Important: Please read this software license agreement ("this Agreement") carefully before using this software (the "Software")

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

If any End User does not agree with the provisions herein, the End User shall 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 shall erase the Software from all the recording media in which the Software was installed.

Chapter1. DataSpider Servista

Definition:
In this Agreement, the Software shall mean "DataSpider Servista Advanced Server Package server", "DataSpider Servista Basic Server Package server" and "Optional Package" ("Adapter" and the related software products).   The support service based on the Software Support Service Agreement shall apply only to the Software described in this chapter.

Proprietary Rights:
Any intellectual property right of the Software and the attached document shall belong to Company or its licensor and such right is protected by the Copyright Law, Trademark Law and Unfair Competition Prevention Law of Japan and stipulations of international treaty.   The exclusive proprietary of the Software and any copy, adaptation and/or translation thereof, any copyright thereof and any other intellectual property right thereof shall belong to Company or its licensor.

Grant of License:
Company shall grant the End User a nonexclusive and nontransferable license to use the Software based on the provisions of this Agreement on a chargeable basis.   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 Company.   Any neither assignment nor transfer without such permission shall be invalid. If the End User causes a third party other than the End User to register the installation (to unseal the Software, or to show the acceptance of the terms of use in an electronic manner such as by clicking the "Accept" button displayed on the webpage when the End User has been issued a Product key), the End User itself will be deemed to have agreed to this Agreement by having such third party as the End User's agent.   The third party entrusted by the End User to register the installation shall, prior to registering the installation, inform the End User of the provision of this Paragraph and other terms of this Agreement.   If the third party entrusted by the End User fails to inform the End User as required in the foregoing sentence, Company shall not be responsible for any loss or damages suffered by the End User due to such failure.

Properties of License:
The End User may use the Software solely for in-house business purposes or personal use purposes.   Any right based on this 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 End User shall not assign nor transfer such right based on this Agreement to any third party nor execute such right based on this Agreement for any third party's convenience and data.

Computer Designated by License:
DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server (one CPU or four cores is permitted by the basic license), 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.   If once the End User executes DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server in one computer whether or not through a network, the End User shall not execute DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server in any other computer.   When DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server is used in one specific computer, the End User shall not execute nor DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server in any other computer unless purchasing an additional license.   If one server machine is equipped with several CPUs, the End User shall purchase additional CPU licenses required (i.e., the number of CPUs contained in such server machine minus one) in order to execute DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server in such server machine.   For one server equipped with four CPUs and one server equipped with eight CPUs, the End User shall purchase two basic licenses and ten additional CPU licenses. When the computer for servers is the guest OS of virtual environment, DataSpider Servista Advanced Server Package server or a DataSpider Servista Basic Server Package server is used when the number of cores assigned to one guest OS is five

or more cores, End User shall purchase additional cores licenses required in order to execute DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server in such server machine. Five DataSpider Servista Server Package client (client for development) licenses are offered as basic license per DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server license. For one concurrent connection to DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server from DataSpider Servista Server Package client (client for development), one DataSpider Servista Server Package client (client for development) license is required. Therefore, for more than five concurrent connections to DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server, the End User shall purchase such additional DataSpider Servista Server Package client (client for development) license(s). To use DataSpider Servista Server Package client (client for development) in any other computer, the End User shall purchase an additional DataSpider Servista Server Package client (client for development) license. DataSpider Servista Server Package client (client for development) can be connected to several DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server of which licenses are granted to the End User. To use an adapter, the End User shall purchase a license of necessary adapter(s) per one specific server machine (regardless of the number of CPU contained and the number of data sources connected). To use the Software regarding DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server as "Hot Backup" (a system ready to be connected, provided that it can be used only when main DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server has been malfunctioned), the End User shall purchase a license of the same configuration as the system which the End User uses ordinarily. 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.

Licensed Copy of the Software:
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 shall include the copyright of Company and any other necessary legal notice.

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

Duration:
This Agreement shall become valid at the date when the Software has been used and the validity shall continue until this Agreement is terminated. The End User can terminate this Agreement at any time by discarding the Software, the attached document and copies thereof. Any license fee, which has been paid to Company 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.

Unauthorized Use:
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 Company, unless permit explicitly in this Agreement. Moreover, the End User shall not translate, reverse-program, disassemble, reverse-compile or reverse-engineer the Software.

Notes on Java Support:
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.

Third Party's Software:
Company may offer a third party's software product (hereinafter referred to as the "Third Party Software") together with the Software. If any manual coming with the Software describes that the Third Party's Software should be handled according to a different license stipulation, any Third Party Software shall be handled according to such different license stipulation regardless of the stipulations of this Agreement and the End User shall confirm and accept such handling Third Party Software. Moreover, the stipulations below shall apply to the support and guarantee of Company. If the End User wants to use "Adapter for Microsoft Dynamics AX", the End User shall agree with the software license agreement of FITEC Corporation.

Support Service:
Third Party Software and the related document are supplied on an "as-is" basis without any guarantee. Therefore, Company and its affiliated companies do not provide any support for the operation, error and any other details of Third Party Software.

No Guarantee:

Third Party Software and the related document are supplied on an "as-is" basis without any guarantee.   Therefore, Company 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.

Exemption from Responsibility:
In no case Company and its affiliated companies shall be liable for any direct or indirect damages whatsoever (including but not limited to loss of business profit, business interruption, loss of business information or any other pecuniary loss) arising out of the use of or inability to use Third Party Software, even if Company and its affiliated companies have been advised of the possibility of such damages.

Export Restriction:
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, Company 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 Company does not guarantee Third Party Software which comes with the Software, Company agrees to move the guarantee by a right holder of such Third Party Software or a licensor to the End User.

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

(c) Company'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 payment for the purchase of the Software.   Company 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 Company 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.

(d) 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 Agreement, whether explicitly or implicitly.

(e) If the End User fails to perform the user registration or the End User does not install a distributed bug fix version or update version or the End User installs it in an inappropriate manner, Company 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.

Restricted Liability:
In any case, Company'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 Company 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 Company and its affiliated companies have been advised of the possibility of such damages.

 "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's 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.

Trial Version and Labs Version
In this Agreement, the trial version shall mean the Product for which Company grants to the End User a gratuitous, non-exclusive, non-sublicensable and non-transferable license to use it under the End User's installation environments for trial and appraisal purposes only during a limited period specified by Company and the labs version shall mean the trial version prior to official release.

The End User accepts that the provisions of this chapter shall be preferentially applicable to a trial version and a labs version.

(i) Irrespective of the provisions of Article 1 of this Agreement, the license for a trial version shall be effective only for 30 days from the date when the End User obtained the Software (hereinafter referred to as the "Trial Period"). After the Trial Period, the customer shall not use the Software unless otherwise agreed between Company and the End User. The license for a labs version shall be effective during the period designated by Company.
(ii) After the Trial Period, the customer shall not use the trial version or the labs version in any manner and shall, in accordance with instructions given by Company, immediately return, destroy or delete the trial version or the labs version (including those built in the computer memory) at its own expense.
(iii) Technical support services specified in Software Support Service Agreement shall not be provided unless otherwise agreed between Company and the End User.
(iv) Irrespective of the provisions of "Limited Guarantee" or "Restricted Liability" of this Agreement, Company will lend the Software free of charge on an as is basis without any warranty. Company disclaims all warranties, explicit or implied, or legal or otherwise, including but not limited to any non-infringement of third party rights and the warranties of quality, performance, merchantability and fitness for a particular purpose. No representation or disclosure of information made by Company or Distributor shall constitute any warranty of Company. Under no circumstances shall Company or Distributor be liable for any direct, indirect, consequential, specific, accidental, punitive or any other damages or losses (including but not limited to loss of profits, stoppage of business, loss of business opportunities, loss of goodwill, loss of data or data using opportunities, costs of procuring substitutes, damages for pain and suffering and other monetary loses) arising out of the use of or inability to use the Software even if Company or Distributor has been advised of the possibility of such damages or losses.
(v) Company does not guarantee anything about the official release of the labs version. The End User may need to uninstall the Software (uninstall the labs version from the computer and install official release version to it) in order to use the official release version.

Governing Law and Competent Court:
This Agreement shall be governed by and under the laws of Japan. Any judicial action arising under or relating to this Agreement shall be governed by Tokyo District Court as exclusive competent court at the first trial. Even if a part of this 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 "DataSpider Servista Advanced Server Package" or "DataSpider Servista Basic Server Package". Technical support services for the Software in this chapter specified in Software Support Service Agreement between Company and the End User shall not be provided.

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:
Company shall grant the End User a nonexclusive and nontransferable license to use the Software based on the provisions of this Agreement, only provided that DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server 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 Company. Any neither assignment nor transfer without such permission shall be invalid.

(a) DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server is used according to the prescription "Grant of License" in Chapter 1.

(b) It is intended to connect DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server on a computer of which operating system is other than Windows and the ODBC data source on any other computer of which operating system is Windows.

(c) The Software shall be installed in one computer which is connected to DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server, 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. Once the Software is performed on one computer by any means, including by using through any network, it cannot be further performed on any other computers. The End User shall access to the Software from only one specific computer of which DataSpider Servista Advanced Server Package server or DataSpider Servista Basic Server Package server 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:
Company shall not give the End User any guarantee of an operation of "JDBC Proxy Server". Company shall be under no obligation to correct any error reported by the End User. Company shall answer the End User's inquiry about setting, installation, etc. according to a separate agreement thereof with such End User.

- end -