

【IMPORTANT NOTICE: The user of this software shall be bound by the following conditions.】

By using this software, you (hereinafter referred to as the "User") enter into the Software License Agreement (hereinafter referred to as the "Agreement") with Azbil Corporation (hereinafter referred to as "Azbil"), agreeing to be bound by all terms and conditions of this Agreement. If the User does not agree to these terms and conditions, Azbil does not license this software. In such a case, the User is required to contact the provider, from whom the User received this software, to get instructions from the provider for further arrangement.

SOFTWARE LICENSE AGREEMENT

1. Objective

This Agreement shall apply to the software program (hereinafter referred to as the "Licensed Program") that Azbil provides as a required software for the system called savic-net G5 produced by Azbil (hereinafter referred to as the "System") and any documents associated with the Licensed Program (hereinafter the Licensed Program and such associated documents are collectively referred to as the "Software"). The Software is protected by copyrights and other intellectual property laws and treaties. The Software is licensed to the User under this Agreement. The ownership of the intellectual property right of the Software remains with Azbil and is not transferred or sold to the User.

2. Grant of License.

- 2.1 In accordance with the Agreement, Azbil shall grant the User non-exclusive, non-transferable and non-assignable right to use the Software on the System which meets the requirements specified by Azbil.
- 2.2 In this Agreement, "right to use" the Software shall mean the right to execute and use the Licensed Programs, and it shall not include any right to modify, merge, translate or duplicate the Software.
- 2.3 The User shall not sell, lease, distribute, transfer or assign this Agreement, the Software or the right to use the Software, or sublicense the Software to any third party without prior written approval given by Azbil.
- 2.4 Notwithstanding Section 2.3 above, if the User entrusts any management services using the Software to a third party (hereinafter referred to as the "Contractor"), Azbil will consider the use of the Software by the Contractor as the use by the User, and accept the use of the Software by the Contractor. Provided, however, that the User shall oblige the Contractor same obligation as the User owes to Azbil under this Agreement. If the Contractor breaches any condition of this Agreement, Azbil may consider the User breaches this Agreement.
- 2.5 Notwithstanding Section 2.3 above, the User may assign all rights granted to the User under this Agreement to a third party (hereinafter referred to as the "Assignee") permanently only in case the User assigns the ownership of the System to the Assignee; provided that (i) the User shall retain no

copies including backups and copies on a computer, and (ii) the Assignee shall accept all the terms and conditions of this Agreement.

2.6 The license of use of the Software shall not include the right to use trade name, product name, trademark or service mark of Azbil.

3. Open Source Software

3.1 The Software includes open source software programs (hereinafter referred to as "Open Source Software Programs") created by third parties other than Azbil and to be licensed under the terms and conditions of such third parties. Such terms and conditions shall apply to each applicable Open Source Software Program and prevail over the terms and conditions herein. The terms and conditions of the Open Source Software Programs can be found in the BH-1 Client PC Startup Kit (DVD)^[note 1]. The User may, for a period of three (3) years from the date of delivery of the Licensed Program by Azbil, receive the source code of the Open Source Software Program that is designated by Azbil to be procurable.

3.2 If you wish to receive the source code of the Open Source Software Programs designated procurable, you can receive the information on the method of procurement by sending an e-mail to the e-mail address of GPL.G5@azbil.com, together with the message that you are requesting the Open Source Software Program and the following information:

- model number of the System
- version number of the Software
- address where the System is located

[note 1] They are found in "OpenSourceSoftwareLicenseText.pdf" in the DVD.

4. Protection of Software

4.1 The User shall not for any reason disclose or leak contents and the using method of the Software to any party except its limited employees (limited employees includes the employees of Contractor. The same shall apply hereinafter) authorized by the User to access and use the System and the Software.

4.2 The User shall recognize that any technologies, algorithms and processes incorporated with the Licensed Programs and any documents associated with the Licensed Program are Azbil's confidential information, and the User shall not for any reason disclose or leak such information to any party except its limited employees authorized by the User to have access.

4.3 The User shall make no attempt to dump, decompile, disassemble, or otherwise reverse engineer the Licensed Programs.

5. Intellectual Property Rights

5.1 No title to or ownership of the Software is hereby transferred to the User, and title to all applicable patent, trademark, know-how and trade secret rights in and pertaining to the Software is and remains

with Azbil.

5.2 The User shall not remove or delete any symbols or characters, which Azbil has placed or displayed to represent its copyright in or on the Software or a personal computer installing the Software.

6. Warranty

A warranty period of the Software shall be twelve (12) months from the date of delivery of the Software by Azbil.

7. Warranty

7.1 Azbil represents and warrants to the User that the Software, when properly installed and used by the User according to the instruction of Azbil, will perform substantially as described in associated documents provided by Azbil.

7.2 If the Licensed Program is found not to conform to associated documents within the warranty period for reasons attributable to Azbil, Azbil shall, at no charge and at its option, either: (i) correct such non-conformity or (ii) make instructions available to the User to avoid such non-conformity. Provided, however, if the non-conformity is caused by any third-party software and Azbil could not take the actions described above, Azbil's obligation is only to notify the User of the cause of the non-conformity.

7.3 These warranties shall not apply if the Software failure or defect is due in whole or in part to:

- (1) vulnerability of the Licensed Program or personal computer such as but not limited to computer virus, illegal access, etc.;
- (2) accident or disaster;
- (3) any misuse, improper use or abuse by the User or modification or adoption of function of the Software not approved by Azbil;
- (4) use under operating environments outside Azbil's specifications;
- (5) provision of any services to the System or any modification to the System by any person other than Azbil or any Azbil-designated person; or
- (6) any event not attributable to Azbil including influences by any other software.

7.4 The limited warranty that appears in Section 7.1 and 7.2 above is the only warranty made to the User and is provided in lieu of any other warranties (if any) created by any documentation or packaging. Except for the limited warranty and to the maximum extent permitted by applicable law, Azbil hereby disclaims all other warranties, either express or implied, including, but not limited to, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness or usefulness, of results of the use, of free of defect, of free of computer viruses and of non-infringement, all with regard to the Software.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL AZBIL BE LIABLE FOR ANY DAMAGES (WHETHER NORMAL, SPECIAL,

INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL, OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF AZBIL HAS BEEN ADVISED OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES AND/OR CLAIMS.

9. Export Controls

The User acknowledges and agrees that the Software is subject to export control laws and regulations of Japan. The User agrees to comply with all applicable laws and regulations of Japan and any other applicable jurisdiction with respect to the export and use of the Software directly or indirectly. Without limiting the generality of the foregoing, the User shall not use or allow any third parties to use the Software, service or technology provided hereunder for any purpose related to the design, development, production, stockpiling or use of chemical, biological or nuclear weapons or missiles directly or indirectly.

The User shall be responsible to resolve any and all problems arising out of a breach of this Section.

10. Termination

10.1 The User may terminate this Agreement by ceasing the use of the Software.

10.2 If the User should breach any Section of this Agreement and fail to remedy such breach within fourteen (14) days after notice is given by Azbil requesting to remedy the breach, Azbil may terminate this Agreement with an announcement of termination of use of the Software.

10.3 Upon termination of this Agreement for any reason, the User shall cease all use of the Licensed Program. Further, the User shall remove and uninstall the Software, and, at Azbil's request, return to Azbil or destroy the Software and its storage media.

10.4 Regardless of termination of this Agreement, the provisions of Section 4 and Section 5 hereof shall remain effective and bind the User.

11. Miscellaneous Provisions

11.1 This Agreement shall be governed by and construed in accordance with the laws of Japan. All disputes which may arise between the parties in connection with this Agreement shall be brought in a court having exclusive jurisdiction over the defendant's domicile/registered office as the court of first trial.

11.2 Azbil shall have the right to modify the Software without notice to the User, when Azbil may think it necessary.

11.3 This is the entire agreement between the User and Azbil relating to the Software, and supersedes any prior negotiation, advertising, representation, etc. No change or modification to this Agreement shall be made without written consent of Azbil.