

END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT

PLEASE READ THE TERMS OF THIS END-USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE. YOU SHALL BE DEEMED TO HAVE AGREED TO THIS AGREEMENT UPON THE COMMENCEMENT OF USE OF THE SOFTWARE.

The terms and conditions of this AGREEMENT shall apply to software product "Data Transfer Tool" (hereinafter referred to as "SOFTWARE"). The term "SOFTWARE" shall mean the SOFTWARE and the related documents that MITSUBISHI ELECTRIC CORPORATION ("MITSUBISHI") provides to the customers ("USERS").

Article 1 - GRANT OF LICENSE

1. MITSUBISHI hereby grants to USERS non-exclusive and non-transferable rights to:
 - (i) copy and use the SOFTWARE on computers managed by USERS, and,
 - (ii) copy the SOFTWARE on DVD-ROM or other recording media, distribute to third parties together with the USER's products and license such third parties to use the same.

Article 2 - LIMITED WARRANTY

1. MITSUBISHI SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND OTHER PECUNIARY DAMAGES, CAUSED BY THE USE OF OTHER PRODUCTS THAT OPERATE IN COOPERATION WITH THE SOFTWARE INCLUDING BUT NOT LIMITED TO OPERATING SYSTEMS, RESIDENT SOFTWARE PRODUCTS, COMPUTER, AND THE PERIPHERAL EQUIPMENT OR BY UNAVAILABILITY OF THESE PRODUCTS.
2. MITSUBISHI DOES NOT WARRANT THAT THE QUALITY AND FUNCTIONS OF THE SOFTWARE WILL MEET END USERS' REQUIREMENTS AND IS NOT LIABLE FOR ANY DEFECTS AND QUALITY OF THE SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. END USERS SHALL BE LIABLE FOR THE INSTALLATION OF THE APP AND ALSO FOR THE RESULT OF USING THE SOFTWARE.

Article 3 - CHANGE OF SPECIFICATION

MITSUBISHI may change the specifications of the SOFTWARE without prior notification.

Article 4 - COPYRIGHT

All copyright of the SOFTWARE shall be owned by MITSUBISHI.

Article 5 - RESTRICTIONS

- "1. Reverse engineering, decompilation, or disassemblment
END USERS shall not reverse engineer, decompile or disassemble the APP".
- "2. Assign, rend, lease or rent
END USERS shall not assign, rend, lease or rent the APP."
- "3. Separate
The APP is licensed as one product and END USERS shall not use in more than one product separately from its components."
- "4. Duplicate
Except for the installation referred to in paragraph2 of Article1, END USERS shall not duplicate the entire or a part of the SOFTWARE."

Article 6 - EFFECTIVE PERIOD AND TERMINATION

This AGREEMENT shall be effective from the date of commencement of using the SOFTWARE ("Commencement

Date”) upon consent of END USERS to this AGREEMENT END USERS may continue to use the SOFTWARE from the Commencement Date. Provided, however, that in the event END USERS breach this AGREEMENT, MITSUBISHI may immediately terminate the license granted hereunder without requiring any notice. Notwithstanding the termination of this AGREEMENT, Article 2, Article 9, Article 12, Article 15, and Article 16 of this AGREEMENT shall remain in full force and effect.

Article 7 – TERMINATION

If MITSUBISHI ceases to carry the business related to the SOFTWARE, MITSUBISHI may terminate this AGREEMENT without a letter of demand or any other procedure to the END USERS.

Article 8 - MEASURES AT TERMINATION

On termination of this AGREEMENT for any reason, END USERS shall promptly cease to use the SOFTWARE and all copies thereof, related documents, and immediately uninstall it from computers.

Article 9 - EXPORT CONTROL

When using this SOFTWARE, the END USERS shall comply with the "foreign exchange and foreign trade laws" and related laws (collectively referred to as "laws and regulations").

In the event the SOFTWARE is taken out of Japan or disclosed or provided to a non-resident in Japan, the Security Export Control Examination shall be conducted in accordance with laws and regulations, etc. and the laws and regulations of the relevant foreign countries, and in the event the SOFTWARE falls under the cargo or technology regulated, the permission shall be obtained in accordance with laws and regulations, etc. and the laws and regulations of the relevant foreign countries. In the event the SOFTWARE is disclosed or provided in Japan, reasonable measures shall be taken to prevent unauthorized export.

Article 10 - REPLACEMENT

By having discussions with END USERS, MITSUBISHI may replace any defective recording media upon which the SOFTWARE is recorded if the damaged condition is reported in a written notice by END USERS to MITSUBISHI within three (3) years from the date of initial receipt of the SOFTWARE by END USERS. MITSUBISHI will replace the defective media free of charge if END USERS received the media in a physically damaged condition from MITSUBISHI sales office or distributor or will charge for the replacement if the defect was caused due to mishandling or carelessness of END USERS.

Article 11 - INDEMNIFICATION

MITSUBISHI warrants that the SOFTWARE does not infringe any intellectual property rights or any other rights of any third parties and lawful. In the event of any claims, objections, complaints, claim for damages, etc. from a third party, MITSUBISHI settles such claim at our MITSUBISHI's responsibility and expense.

Article 12- DAMAGES

END USERS shall indemnify in case of damage to the other party or third party to their own responsibility.

Article 13- ELIMINATION OF ANTISOCIAL ORGANIZATION

END USERS shall represent that they and their officers and employees are not criminal/anti-social organization (boryokudan), a member (koseiin) or affiliate member (jun-koseiin) of a criminal/anti-social organization, or any other antisocial organization and that none of them are involved in any antisocial organization. In the event that END USERS breach the representations in this Article, MITSUBISHI may terminate this AGREEMENT without any notice or any other procedure to the END USERS.

Article 14- CHANGE OF AGREEMENT

MITSUBISHI may amend this AGREEMENT, in whole or in part, at any time without permission from or notice to END USERS. If END USERS use the SOFTWARE after any amendment to this AGREEMENT, it shall be deemed

that the END USERS has agreed to this AGREEMENT after the amendment.

Article 15 - - DISPUTE RESOLUTION

Any dispute or claim arising out of, in relation to, or in connection with this AGREEMENT shall be settled by an amicable effort by MITSUBISHI and END USERS.

Article 16 - GOVERNING LAW

The validity, construction and performance of this AGREEMENT shall be governed in all respects by the laws of Japan. In the event any litigation concerning to this AGREEMENT is required, the Tokyo District Court shall be the exclusive jurisdiction court of the first instance.

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MITSUBISHI ELECTRIC CORPORATION