

**Please make sure to read this contract carefully before using the software.**

You may use the software only after reading and accepting the terms of this contract.

Running the software is deemed to constitute acceptance of the terms of this contract. Do not use the software unless you accept all of the terms of this contract.

## **Software License Contract**

This Software License Contract (“Contract” hereinafter) made by and between you (whether “you” is a natural person or a legal person) and Toshiba Teli Corporation (“Company” hereinafter) sets forth matters that you must observe when using the Software defined in Article 1 hereof. If you are a legal person, you are responsible for ensuring that all of your employees comply with the terms of this Contract.

The Japanese version of this Contract constitutes the original version. The Japanese version will prevail in the event of any inconsistencies between the Japanese and English versions.

### **Article 1. Definition**

1. “Software” refers to the software product for the use of which the Company grants you license under this Contract.
2. “Installation package” refers to the aggregate of files, including program files, required to install the Software and files incidental thereto. The Software is furnished by the Company to you as an installation package, whether through a website or recording medium.

### **Article 2. License granted**

The Company grants you a nonexclusive and nontransferable license to use the Software

in accordance with the terms of this Contract.

### Article 3. Restrictions on use

1. You are permitted to use the Software as instructed in the Software user manual.
2. You may copy and redistribute the Software or part of the Software free of charge, provided that you include this License Agreement.
3. The software uses software components that are distributed as freeware under a third-party end-user license agreement or copyright notice (hereinafter referred to as a "EULA"). You may redistribute the software components which are subject to the EULA under their License.
4. You may not sell, sublicense, or offer as security to any third party the Software or its accessories.
5. You may not remove from the Software any copyright notices, labels, trademarks, or any other marks.
6. If the Company corrects any errors (bugs) in the Software, it will provide you with the corrected Software, software that implements the corrections ("Correction Software" hereinafter), or information concerning such corrections. All related matters, including the need to deploy the Correction Software and information concerning such corrections and the timing and method of such provision, shall be left to the discretion of the Company. The Correction Software provided to you, if any, shall be deemed to constitute part of the Software.
7. You agree not to take any action that may impair the credibility of or result in damage to the Company or any third party.

### Article 4. Creating and maintaining an operating environment

Use of the Software may require Company-designated visual information devices, systems, and/or equipment, as well as all devices, software, etc., necessary and incidental thereto.

You bear sole responsibility for such devices and software, including responsibility for the cost thereof and responsibility for establishing, maintaining, and managing the environment necessary to use the Software.

#### Article 5. Intellectual property rights

Copyrights and other intellectual property rights to the Software vest in the Company. This Contract does not license or assign any intellectual property rights other than the rights specifically granted hereunder.

#### Article 6. No warranty or liability

1. The Software is provided on an as-is basis by the Company without warranties of any kind. The Company makes no warranty, express or implied, with respect to the Software, including warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. You agree to assume all risks concerning the quality, performance, and operation of the Software. The Company makes no warranty that the Software will operate without interruption, that the Software is free of defects, or that the functions of the Software will meet your requirements.
2. The Company shall not be liable for any damages (whether ordinary or special or foreseeable or unforeseeable) related to use of the Software.

#### Article 7. Compliance

1. In connection with this Contract, you agree to abide by the Foreign Exchange and Foreign Trade Act, the Export Trade Control Order, the Foreign Exchange Order and ministerial ordinances related thereto, and the United States Export Administration Act and Regulations (“Relevant Acts” hereinafter). You agree not to export, reexport, or cause any third party to export the Software, related products, or information, directly or indirectly, to any destination, natural person, or legal person, with regard to which such

actions are prohibited under the Relevant Acts, without the permission of the Japanese government or other relevant governments required under the Relevant Acts. The Company rejects all liability in connection with these issues.

2. You agree to comply with the terms and conditions of all licenses applying to the computer or OS on which the Software runs.

#### Article 8. Termination of the license

If you breach any provision of this Contract, the license granted to you hereunder shall terminate immediately and without notice. In such cases, you shall immediately remove the Software from your computer, including any and all copies thereof, and destroy all relevant documents.

#### Article 9. Governing law and competent court

This Contract shall be governed by the laws of Japan. The Tokyo District Court shall have jurisdiction over all disputes arising in connection with this Contract.

#### Article 10. Mutual consultations

Any matters not specifically addressed herein and any questions regarding this Contract shall be resolved through consultations between you and the Company.