Oriental motor

License Agreement for Add-On Instructions (AOI)

Please read the following terms and conditions carefully before using Add-On Instructions ("AOI"). The user of the AOI ("User") shall be deemed to agree to those terms and conditions when the User makes the AOI available for the use (including, but not limited to, download, installation and any similar action), and this license agreement shall be deemed to be entered into between ORIENTAL MOTOR CO., LTD. ("ORIENTAL MOTOR") and the User.

- 1. The ownership right, copyright and other intellectual property right, and all other rights with regard to the AOI shall belong to either ORIENTAL MOTOR or its licensor, depending on the nature of each specific right.
- 2. ORIENTAL MOTOR shall grant to the User a non-exclusive right to use the AOI only for the purpose of using an ORIENTAL MOTOR product or products supported by the AOI.
- 3. The User may not reproduce, distribute, lend or transfer the AOI to any third party or otherwise allow any third party to use the AOI in any form or by any means. Furthermore, the User may not upload the AOI to an electric bulletin board or website which is accessible by public.
- 4. The User may not modify, alter, reverse-engineer, decompile, disassemble or otherwise manipulate all or part of the AOI.
- 5. The User shall observe the Foreign Exchange and Foreign Trade Law and other applicable laws and regulations related to export and import in Japan in using the AOI. The User shall not export the AOI to any country which is subject to the export control regulations by the government of Japan or USA.
- 6. Neither ORIENTAL MOTOR nor its licensor shall make any warranty as to whether the AOI is appropriate or useful in serving a specific purpose of the User, whether the AOI is free from defects, or any other condition relating to the AOI.
- 7. Neither ORIENTAL MOTOR nor its licensor shall be held liable whatsoever for any loss or damage arising directly or indirectly in association with, or in relation to, a use of the AOI, including, but not limited to, loss or damage arising from damage or corruption of hardware or software, loss of benefit, disruption of business, loss of any data.
- 8. Neither ORIENTAL MOTOR nor its licensor shall be held liable whatsoever for any claim or demand made by a third party regarding the AOI.

- 9. ORIENTAL MOTOR shall reserve the right to change the specifications of the AOI without prior notice for the purpose of improvement. Always use the latest version.
- 10. This Agreement shall be terminated immediately upon the User's violation of this Agreement. The User may not use the AOI once this Agreement is terminated.
- 11. This Agreement shall be executed in both Japanese and English language, and in the event of any conflicting terms, the Japanese version shall prevail.
- 12. This Agreement shall be governed by and interpreted in accordance with the Laws of Japan.
- **13.** If any dispute arises out of this Agreement, the Tokyo District Court shall have exclusive jurisdiction to settle such dispute for the first instance.