

# Software License Agreement for Mold Marshalling System

This Software License Agreement for Mold Marshalling System (hereinafter referred to as this "Agreement") sets forth the terms and conditions to be complied with by the customer (hereinafter referred to as the "Customer") who uses the dedicated software for the Mold Marshalling System (hereinafter referred to as the "Software") provided by Futaba Corporation (hereinafter referred to as "Futaba").

Before starting the installation of the Software, please read all the terms and conditions of this Agreement carefully. Upon commencement of use of the Software, the Customer shall be deemed to have agreed to all the terms and conditions of this Agreement.

## Article 1. Copyright

1. Futaba owns the copyright to the Software and is authorized to grant the license to use the Software to the Customer.
2. The Customer shall not have any rights other than the right to use the Software.

## Article 2. Terms and Conditions of Use

1. Futaba hereby grants the Customer the non-exclusive license to use the Software free of charge.
2. The Customer may copy the Software only to the extent necessary for the Customer to use the Software by itself.
3. The Customer may not reverse engineer, decompile or disassemble the Software.
4. Unless otherwise permitted in this Agreement, the Customer may not use, reproduce, modify, translate, process, or otherwise alter the whole or part of the Software, nor lend or transfer it to any third party.

## Article 3. Term

The license for the Software shall terminate immediately if the measurement system using the Software is moved, sold, or discarded. In these cases, the Customer shall delete all copies of the Software in its possession.

## Article 4. Warranty

1. FUTABA MAKES NO WARRANTIES TO THE CUSTOMER WITH RESPECT TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO WARRANTIES THAT THE PERFORMANCE OR FUNCTIONALITY OF THE SOFTWARE MEETS THE CUSTOMER'S INTENDED USE, OR THAT THE SOFTWARE IS FREE FROM DEFECTS.
2. FUTABA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY INCURRED BY THE CUSTOMER DUE TO THE USE OF OR INABILITY TO USE THE SOFTWARE.

## Article 5. Governing Law and Jurisdiction

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of Japan, without giving effect to principles of conflicts of law. The Customer hereby consents to the exclusive jurisdiction and venue of the courts of Tokyo, Japan.

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