

IMPORTANT

**Please read the following Software License Agreement carefully
before installing Licensed Software.**

By installing this software ("Licensed Software" as defined below), you agree to be bound by the following Software License Agreement. Please confirm the contents of the following Software License Agreement before installing the Licensed Software.

If you do not agree to be bound by the following Software License Agreement, please return the Licensed Software without installing the Licensed Software to the distributor ("Distributor") that sold the Licensed Software to you.

Software License Agreement

This is a binding agreement between OMRON Software Co., Ltd. ("OSK") and you ("User") on the terms and conditions of the license of the Licensed Software.

Section1 DEFINITION

In this Agreement, the following terms shall have the following meanings:

- (1) "Licensed Software" means the computer programs identified below and related materials (including "Manual" as defined below) provided by OSK. The Licensed Software shall include any software provide by OSK in accordance with Section 5.

■computer programs

Product Name	OMRON Factory Drive Recorder
Product Type	STC-FDR-SW01
Number of licenses	1
Product Key	FDRn-nnnn-nnnn-nnnn

- (2) "Manual" means electronic documentations or data describe specification and operating environment of hardware and/or software and the usage of the Licensed Software.

Section2 GRANT

- 2.1 Subject to the terms and conditions of this Agreement, OSK grants to the User a non-exclusive, non-transferable and limited license to use the Licensed Software on only computer(s) owned by the User up to the number of licenses set forth Section1 (1).
- 2.2 The User may copy the Licensed Software for back-up purpose only; provided, however, that the User shall indicate all trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Software on the copies.
- 2.3 Title and ownership of all proprietary rights in the Licensed Software, including without limitation any copyright, patent, trade secret, trade mark, and other intellectual property rights, will at all times remain with OSK or the third party who is licensor of OSK and shall not be assigned to the User under this Agreement.

Section3 LIMITAION

- 3.1 The User shall not rent, sub-license, assign, lease, sell, provide or otherwise distribute the Licensed Software, in whole or in part, to any third party.
- 3.2 The User shall not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensed Software.

- 3.3 The User shall not de-compile, reverse engineer, disassemble nor otherwise attempt to discern the source code of the Licensed Software.
- 3.4 The User shall not change or alter the Licensed Software.
- 3.5 The User shall not make derivative works of the Licensed Software.
- 3.6 The User shall not combine the Licensed Software with other programs.
- 3.7 The User shall not export the Licensed Software in violation of export control laws and regulations in Japan and other countries

Section4 CONFIDENTIAL

The User shall treat any information of OSK and any information contained in the Licensed Software (including contents of the Licensed Software) as confidential and shall not disclose it to any third party. This obligation shall survive the termination of this Agreement.

Section5 WARRANTY

- 5.1 In the event that the User discovers substantial non-conformity with the Manual ("Non-conformity") within twelve months period after the User's purchase ("Warranty Period"), and provides detail information by written notice to OSK via the Distributor concerning the Non-conformity, including, but not limited to, the nature of the Non-conformity and the circumstances under which it occurs, sufficient for OSK to reproduce the Non-conformity at OSK's premises. Upon receipt of such information and duplication of the Non-conformity, OSK will use reasonable efforts to correct such Non-conformity or change the Licensed Software. The User acknowledges that all Non-conformity of the Licensed Software may not be removed by such replacement or change.
- 5.2 OSK SHALL HAVE NO LIABILITY FOR ANY NON-CONFORMITY OF THE LICENSED SOFTWARE BASED ON THE (I) MISUSE BY THE USER, (II) ANY MODIFICATION OR ALTERATION TO THE LICENSED SOFTWARE BY THE USER OR ANY THIRD PARTY, (III) USE OR COMBINATION OF THE LICNESED SOFTWARE WITH OTHER SOFTWARE, HARDWARE OR MATERIALS NOT PROVIDED BY OSK, (IV) OTHER REASON NOT CAUSED BY OSK.
- 5.3 If the User wishes to have technical support for the Licensed Software from OSK for Warranty Period, the User shall notify OSK via the Distributor of its intention. OSK may then, provide the User with such technical support to the extent OSK deems necessary for the purpose of this Agreement.
- 5.4 After Warranty Period, if the User request technical support for the Licensed Software or fixing the bugs of the Licensed Software (including Non-conformity), including but not limited to correcting Non-conformity, changing the Licensed Software, the User may receive it by concluding a separate paid contract with OSK.

Sention6 DISCLAIMER

- 6.1 SECTION 5 STATES THE USER'S SOLE AND EXCLUSIVE REMEDIES AGAINST OSK AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. OSK is not obligated to upgrade the Licensed Software or to provide an upgraded version of the Licensed Software.
- 6.2 IN NO EVENT, OSK WILL BE LIABLE FOR ANY LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, USE OF THE LICENSED SOFTWARE, NON-USE OF LICENSED SOFTWARE,OR BUGS OF THE LICENSED SOFTWARE, EVEN IF OSK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.3 In any event, OSK's entire liability to the User for any cause shall not exceed the amount actually paid by the User to purchase the Licensed Software.

Section7 MISCELLANEOUS

- 7.1 If the User breaches this Agreement, OSK may terminate this Agreement without any liability to the User by giving written notice to the User. In that event, the Used will lose all rights granted this

Agreement.

- 7.2 In the case of the preceding paragraph, the User shall immediately discontinue the use of the Licensed Software, shall uninstall the Licensed Software installed on the User's own computer, and shall immediately return to OSK all disks containing the Licensed Software received from the Distributor and copies thereof so that the User and other third parties may not use the Licensed Software again. Moreover, the User shall immediately delete or discard any copies of the Licensed Software stored on the User's own computer and any technical documentation included with the Licensed Software (including the Manual) and any copies thereof.
- 7.3 If the User breaches this Agreement or laws, the User shall indemnify OSK from all damages, liabilities, expenses arising out of the User's breach of this Agreement or laws.
- 7.4 This agreement constitutes the entire agreement between the parties concerning the subject matter hereof.
- 7.5 This Agreement and all rights and obligations under this Agreement shall not be assigned, sub-licensed or otherwise transferred by the User.
- 7.6 Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- 7.7 Any and all dispute, controversy or difference which may arise between the parties hereto out of or in relation to or in connection with this Agreement shall be finally settled by arbitration to be held in Osaka, Japan in accordance with the arbitration rules of the Japan Commercial Arbitration Association. All arbitrator(s) shall be familiar with software licensing agreements. The award rendered by arbitrator(s) shall be finally binding upon the parties hereto.
- 7.8 This Agreement shall be governed by and construed under the laws of Japan.