[The original text of this Agreement is written in Japanese, and this translation does not have any effect, whether *de jure* or *de facto*.]

Software License Agreement

Panasonic Industry Co., Ltd., acting through its Industrial Device Business Division (hereinafter referred to as “us”, “our(s)” or "we") grants the Software license on condition that you have accepted this license agreement. Please be sure to read the Software license agreement (hereinafter referred to as this "Agreement") before using the Software, and do not use the Software without first accepting this Agreement.

On starting to use the Software, you will be deemed to have accepted all the terms of this Agreement. Please do not use the Software unless you accept this Agreement.

The Software may incorporate several open-source software programs in addition to proprietary computer programs in our possession or licensed to us. If open-source software programs are incorporated, please see the license statements included in the Software installation package for those programs. If there is any conflict between the license statements in the open-source software program licenses and those in this Agreement, the wording of the open-source software program licenses will prevail.

Article 1. License

We grant you a non-assignable non-exclusive license to use the Software for the purpose of using our products identified in the Software manual (hereinafter referred to as the "Products") in accordance with the terms of this Agreement, as follows.

(1) A license to make copies of the Software on your managed computers.

(2) A license to distribute (including assigning, renting out, leasing, and loaning on a chargeable or non-chargeable basis) the Software to a third party, subject to the third party's acceptance of the conditions of this Agreement.

2. In no event may you use, alter, or distribute the Software to a third party for the purpose of using third-party products that are not ours.

Article 2. Prohibitions

The following acts are prohibited with regard to the Software.

(1) Altering, reverse-engineering, decompiling, or disassembling the Software, or any other act of a similar nature.

(2) Use of the Software other than by the methods prescribed in the manual provided by us or our website, or any other methods designated by us.

(3) Use of the Software for any purposes other than those prescribed in the manual provided by us or our website, or any other purposes designated by us.

Article 3. Disclaimer

We do not warrant the Software's merchantability, fitness for any particular purposes, or non-infringement of third-party intellectual property rights, and do not make any other warranties with regard to the Software.

2. We accept no responsibility for damage of any kind (including direct, indirect, incidental, consequential, and special damages) resulting from the use of the Software, loss of its use, or any bugs, security holes, malfunctions or other glitches, or otherwise resulting from use of the Software.

Article 4. Effective term

This Agreement comes into effect when you accept it and start to use the Software.

2. If you are in breach of any of the provisions of this Agreement, we may immediately terminate this Agreement.
3. Within four weeks after this Agreement is terminated, you will return to us, or erase or destroy all of the Software and its copies. All costs of said destruction of the Software will be borne by you.

Article 5. Compliance with export laws

You must comply with the export control laws, regulations, etc., of all countries that have jurisdiction over the parties hereto (including the Foreign Exchange and Foreign Trade Act of Japan, and export control regulations based on United Nations Security Council resolutions). If qualifications or appropriate approval by governmental agencies are required, it is prohibited to export the Software directly or indirectly to any countries without such approval. It is also prohibited to use or sell the Software directly or indirectly for military purposes.

Article 6. Ownership of copyright, etc.

Except for open-source software programs, all copyrights and other intellectual property rights to the Software are vested in us or our licensors.

Article 7. Upgrading

It is within our discretion whether or not to offer Software upgrades or updates at any point in the future. If an upgrade or update is offered, a fee may be charged.

2. If a Software upgrade or update is offered, whether on a chargeable or non-chargeable basis, this Agreement will apply as part of the Software unless otherwise specified by us when the offer is made.

Article 8. Limitation of liability

In no event will our liability concerning this Agreement or the Software exceed 10,000 yen.

Article 9. Modifications

We may modify this Agreement at any time at our discretion if

(1) the modifications to this Agreement are in conformity with your interest in general; or

(2) the modifications to this Agreement are not incompatible with the purpose of this Agreement, and are rational in light of the need for and reasonableness of the modifications, and other circumstances related to the modifications.

2. If we modify this Agreement pursuant to the preceding paragraph, we will announce our plan to modify this Agreement, the content of the modified version of this Agreement, and the date on which the modifications will come into effect on our website no later than two weeks before the effective date of the modified version of this Agreement. However, we may effect modifications without notice to you if they are of a minor nature or are not detrimental to you. This Agreement will be modified on the date that the modifications come into effect.

Article 10. Governing law and jurisdiction

This Agreement is governed by the laws of Japan.

2. If any dispute arises in connection with this Agreement, the Osaka District Court will have exclusive jurisdiction over such dispute.

[1st Apr. 2024] Version