

Software License Agreement

1. Definitions

In this Terms of Use (hereinafter referred to as “Terms of Use”), “Application” means the application provided in the App Store by MinebeaMitsumi Inc. (hereinafter referred to as “MinebeaMitsumi”) and other functions, tools and applications provided by MinebeaMitsumi occasionally for Application collectively.

“Customer” means the Customer who purchased the products for which the Application is exclusively used.

2. Observance of Terms of Use

The Customer shall observe the Terms of Use to use the Application. It is deemed that the Customer has agreed to Terms of Use when he or she has downloaded the Application, installed it on the terminal, and clicked a button “Agree to the Terms of Use”. The Application under this Terms of Use includes the update version of the Application.

3. Use of Application

MinebeaMitsumi grants to the Customer non-exclusive and non-transferrable rights to use the Application on condition that Terms of Use are observed by the Customer. The Customer shall observe the following matters to use the Application.

- i. The Customer must not use the Application for the purposes other than the purpose described in the Terms of Use.
- ii. The Customer must not copy, alter, tamper with, or decompile and/or reverse-engineer including but not limited to disassemble, the Application in whole or in part.
- iii. The Customer must not copy, or sell, distribute, publicly transmit (including enabling of transmission in cases of automatic public transmission), lend, transfer, or sublicense, the Application in whole or in part to a third party.
- iv. The Customer must not remove or change the mark or other indications of copyright, trademark or other legal rights shown in the Application.
- v. The Customer shall be able to use the Application for the purpose of operating the product purchased by the Customer for which the Application is exclusively used (the “Product”). The Customer shall not use the Application to perform business operations regardless of whether they are for profit or not.
- vi. The Customer shall manage information such as account name, etc. (the “Account Name”) for use of the Application and register the Product to the network under his or her own responsibility.

4. Rights

All rights to the Application shall belong to MinebeaMitsumi or its licensors, and assignment or transfer of any rights to the Application from the Customer to any third party shall not be permitted.

5. Use of Amazon Web Services ("AWS")

The service "AWS" for managing Customers' data is used in the Application. For details on the AWS service, please access the AWS Terms of Use <https://aws.amazon.com/legal/>. MinebeaMitsumi does not bear any liability to the Customer regarding any trouble relating to the AWS service.

6. Prohibited Actions

The Customer must not, on the Application, perform any actions which fall under any of the following categories. If the Customer has performed these actions, MinebeaMitsumi is entitled to take any measures to terminate, discontinue or restrict use of the Application by the Customer, without any notice to the Customer.

- i. Infringement of third party(ies)'rights (including ownership, copyright, patent right, trademark right, trade secret, privacy, right of publicity, and all other rights) by, for example, alteration of the program or screen images
- ii. Incorporation of computer viruses, or computer code, files or programs that will interrupt, damage or restrict computer software, hardware or communication equipment, or disclosure of such files on a server that will enable other Customers to download, distribute and use those files
- iii. Damage, invalidation or excessive load placed on the Application (including MinebeaMitsumi's server, computer network or user accounts), or illegal access of servers, etc.
- iv. Deletion, modification, invalidation or obstruction, or making it inconspicuous, or impairment by other methods, of advertisements relating to the Application
- v. Use of the Application for purposes of advertising or promulgating other apps without the prior written consent of this company
- vi. Obstruction of use of the Application by a third party and/or operation by MinebeaMitsumi
- vii. Illegal collection of other Customers' personal information
- viii. Criminal actions, or performance of actions that violate laws and ordinances, and public order, or giving detriment to a third party
- ix. Violation of the Terms of Use or other rules and guidelines provided by MinebeaMitsumi
- x. Attempt of any of the above clauses
- xi. Any other actions which are deemed inappropriate by MinebeaMitsumi

7. Upon Assignment or Delivery of the Products

The Customer is required to confirm that registration of the Products to the network with the Application is deleted in the event of the following cases. If the registration of the Products is not deleted when the Products are assigned or delivered to other person, such person cannot register the Products to the network for such person's own use. Attention: The service fee for mandate deletion of the Products is charged at the price to be designated by MinebeaMitsumi in accordance with the following;

- i. When the Customer assigns the Products which such Customer purchased to a third party, the Customer is required to delete the registration of the Products and the Customer shall bear the service fee for mandate deletion.
- ii. When the constructor registers the Products for the purpose of installation of the Products and the Products are delivered to the Customer, the constructor is required to delete registration before delivery of the Products to the Customer. The service fee for mandate deletion will be charged to the constructor, however, the Customer is recommended to confirm that registration is deleted when the Products are delivered from the constructor.

8. Changes and/or Termination

MinebeaMitsumi may add changes to the Application in whole or in part, or terminate of provision of the Application without any notice to the Customer. MinebeaMitsumi does not bear any responsibility to the Customer for any loss or damage due to changes of, or termination of provision of, the Application.

9. Personal information

The Customers' personal information shall be handled as follows.

- i. MinebeaMitsumi does not obtain the Customers' personal information in principle, except when the Customer uses his or her own name as the Account Name for use of the Application.
- ii. If MinebeaMitsumi obtains the Customers' personal information, such information shall be handled appropriately under the Act on the Protection of Personal Information and our Private Policy, and does not use for any purpose other than services provided based on the Application. In addition, MinebeaMitsumi takes a reasonable safety protection measures to protect such personal information from the risk of loss, destruction, alteration, leakage and the like, and manages it strictly.
- iii. The Customers' personal information means personal information defined in the Act on the Protection of Personal Information such as (1) Name, (2) Address, (3)Email Address, (4)Birthday, Age, Sex.

10. Immunity and No Warranty

- i. MinebeaMitsumi does not warrant that the Application does not infringe copyright or other rights of a third party, that the Application runs without defects, and that the Application meets the specific purpose of the Customer.
- ii. MinebeaMitsumi does not bear any liability whatsoever under any circumstance regardless of reason with respect to any damage that may occur to the Customer as a result of use of the Application. Provided, however, this provision shall not apply to a contract if the contract between MinebeaMitsumi and the Customer for the Application is deemed as a consumer contract under the Consumer Contract Act.
- iii. Notwithstanding the paragraph ii above, MinebeaMitsumi does not bear any responsibility to the Customer for damage which arises from special circumstance (including the case where MinebeaMitsumi or the Customer can foresee/should have been able to foresee such damage), among damage of the Customer due to MinebeaMitsumi's breach of the Terms of Use or tort caused by MinebeaMitsumi's negligence (excluding intentional act or gross negligence).
- iv. The maximum liability which MinebeaMitsumi bears as compensation for the Customer's damage caused by MinebeaMitsumi's breach of the Terms of Use or tort due to MinebeaMitsumi's negligence shall be 10,000 yen.
- v. The Customer shall manage information such as Account Name for use of the Application under his or her own responsibility. MinebeaMitsumi does not bear any liability whatsoever for loss or problems that might occur to the Customer as a result of a third party's login by the Customer's Account Name and/or operations which are not expected by the Customer without the Customer's consent.

11. Export controls

The Customer agrees to observe all laws that are applied to the software that is exported from the Customer's country of residence and the transmission of technical data.

12. Applicable laws and jurisdiction

Terms of Use shall be governed by, and interpreted in accordance with, the laws of Japan, and all disputes arising in connection with Terms of Use shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.