

Software (CADWe'll Tfas / English) Licence Agreement

(Important) Read this agreement carefully

By agreeing to the Software Licence Agreement ("Agreement"), DAITEC Co., Ltd. ("DAITEC") shall grant rights to use the Software (defined below) to personal and business users ("You") who have lawfully acquired or rented the Software.

By installing or using the Software, You shall be recognized as having agreed to be legally bound by this Agreement.

If You do not agree to be legally bound by this Agreement, be sure to contact the nearest DAITEC sales representative immediately without installing or using the Software.

Using the Software without agreeing to the terms of this Agreement (or acquiring the Software from third parties unlawfully) may infringe copyright and other intellectual property laws, and You may be liable to damages or subject to prosecution.

1. Ownership of copyright

- (1) The Software which is subject to this Agreement (including programmes and accompanying functions and services) and documentation (instruction manuals, help files, and other related documentation) ("Documentation") (hereafter, Software and Documentation combined shall be referred to as "Software") shall be the intellectual properties of DAITEC, and protected by Japanese Copyright Laws, international treaties, and relevant laws of country in use.
- (2) DAITEC shall grant the use of the Software to You, and You shall not acquire any rights of ownership. You shall not be granted of the rights other than rights to use the Software.

2. Scope

- (1) The Software may be used during the licence term ("Licence Term") written on the Licence Certificate ("Licence Certificate") issued by DAITEC to You when the Software is purchased or rented. The Software automatically stops running when the Licence Term expires. However, separate contract may allow continued use.
- (2) For each licence, You shall be permitted to install a single Software on a single computer.

3. Restriction on use

- (1) You are not allowed to do the following;
 - (i) Install and use the Software in breach of this Agreement.
 - (ii) Transfer, sell, distribute, rent, or lease the Software and the information on the Software Licence Authentication to third parties.
 - (iii) Allow use of the Software to third parties.
 - (iv) Perform reverse engineering, decompiling, disassembling, editing, translation, or any other for the purpose of analysing the source code of the Software or creating derivative works.
 - (v) Use the Software on the internet (including web hosting, commercial timesharing, or service of service providers).
 - (vi) Export and use "CADWe'll Tfas E / English (Electrical)" to the People's Republic of China or the Socialist Republic of Vietnam.

4. Installation of the Software and Licence Authentication

- (1) The Software contains technical measures to prevent use in breach of this Agreement. You shall agree that DAITEC may make use of these measures to protect the Software from illegal use.
- (2) In the Software with the above technical measures, You must perform Licence Authentication in accordance with the procedures described in the Documentation. As long as You do not perform Licence Authentication, the Software will not function.
- (3) In Licence Authentication, DAITEC may gather licence information (such as Product Key, ID/Password, and Licence File) which accompany the Software and is specific to You, as

well as computer configuration information through the network. No information to identify the individual or company is included in the gathering.

5. Information gathering

- (1) For the purpose of evaluating and improving operation status of the Software, the Software may gather information with prior consent from You.

6. Termination of maintenance

- (1) Based on the technical, business, or other decisions, DAITEC may terminate maintenance (providing upgrades or the Software improvements) or support (inquiry by phone, e-mail, or website) of the Software.
- (2) Notification of maintenance and support termination of the Software shall be provided through our website in advance.

7. Temporary or permanent termination of the accompanying services provided by the Software

- (1) Various services associated with the Software (including but not limited to Licence Authentication service) ("Services") may be temporarily terminated with prior notice. However, in case of emergency, the notice may be sent later.
- (2) Reasons for temporary termination of Service include the following;
 - (i) Periodic or emergency maintenance
 - (ii) Services not available due to some faults
 - (iii) The case when DAITEC decides that temporary termination is necessary for technical, operational, or other reasons
- (3) DAITEC may retain the right to terminate Services based on the technical, business, or other decisions.
- (4) In the case when Services are to be terminated, notification will be provided through a media such as DAITEC website.

8. Restrictions on Warranty

- (1) In the case when a defect is found in the media to supply Software, the media shall be repaired or substituted only within 30 days from the day of purchase of the Software.
- (2) DAITEC shall offer no guarantees regarding the following;
 - (i) The Software satisfies Your requirements or intended purpose.
 - (ii) The Software is free from defect.
 - (iii) The Software is free from error.

9. Disclaimer

- (1) Except the cases specified in Clause 1 of Chapter 8, DAITEC shall not be held responsible for any damages incurred from use or inability to use the Software. "Any damages" include loss of profits, damage due to special situations, damages claimed by third parties, and any other related claims whether indirect, derivative, accompanying, or similar damages. This is applicable regardless of whether DAITEC knew possibilities of damages in advance or not.
- (2) DAITEC shall not be held responsible for any loss or theft of information with regards to the Software and Licence Authentication.
- (3) You shall be held responsible for securing the Software, the Software supply media, and all backups of data.
- (4) Regardless of whether or not there is the error or operation error in the Software, You shall be held responsible in any case for confirming the reliability and accuracy of the data created by the Software.
- (5) The Software is specified for Japan. Accordingly, as for the use outside Japan, DAITEC shall not be held responsible for any faults arising from the Software being specified for Japan.

10. Exclusion of Anti-social Forces

When DAITEC makes rational decisions that You are or might be in breach of any of the following, DAITEC shall reserve the right to

terminate immediately this Agreement either in whole or part without notice or notification, and without executing own obligations. Any damages incurred shall be compensated by You.

- (1) You represent, warrants and covenant to ensure that you shall not fall under in the future any following categories of Anti-social Forces;
 - (i) An organized crime group
 - (ii) A member of an organized crime group
 - (iii) A quasi-member of an organized crime group
 - (iv) A related company or association of an organized crime group
 - (v) A corporate racketeer; or
 - (vi) Other equivalent person of any of the categories above.
- (2) You must not be affiliated in the following relationship, currently or in the future, with Anti-social Forces or people in close link with Anti-social Forces ("Anti-social Forces") or with the following relationships;
 - (i) Relationship in which Anti-social Forces have control over the management
 - (ii) Relationship in which Anti-social Forces are effectively involved in the management
 - (iii) Relationship in which You provide funds etc. or benefits to Anti-social Forces
 - (iv) Socially stigmatizing relationship with other Anti-social Forces
- (3) You represent, you or through the use of third parties have never conducted any of the following actions.
 - (i) Violent demand
 - (ii) Unjustified demand beyond legal liabilities
 - (iii) Intimidating act or use of violence in transactions
 - (iv) Act of damaging the DAITEC's credit or obstructing the DAITEC's business by spreading false information, using fraudulent means or exercising force
 - (v) Other equivalent actions of above.

11. Cancellation and termination of this Agreement

- (1) This Agreement shall terminate in line with termination of Licence Term.
- (2) When You infringe this Agreement prior to end of Licence Term, DAITEC may cancel this Agreement. In that case, You must cease all use of the Software and return or dispose of the Software.

12. Audit

- (1) DAITEC may conduct check and audits ("Audit") of use and installation of the Software in the aim of compliance with this Agreement.
- (2) As a result of Audit, when You are found to be using or making someone use the Software not in accordance with this Agreement, the following shall be applied;
 - (i) DAITEC shall reserve the rights to claim unpaid licence fees and auditing fees. You are responsible for paying such fees.
 - (ii) Unless otherwise specified in a written consent by DAITEC, the Software licence shall be revoked immediately.

13. Modification

- (1) This Agreement modification shall be allowed only when agreed by You and DAITEC with the written and stamped consent.

14. Use outside Japan

- (1) "The People's Republic of China" or "The Socialist Republic of Vietnam" shall be excluded from the list of countries that are allowed to use the Software (including version-free products and all licence types) as long as the copyright registration of "CADWe'll Tfas / English (Electrical/HVAC/Plumbing)" is not completed in those countries.

* Copyright registration situations in "The People's Republic of China" and "The Socialist Republic of Vietnam" are available on the following website;
<http://www.daitec.jp/english/info/CopyrightRegistration.html>
- (2) Services accompanying the Software shall be provided in Japanese. Opening hours of the services shall be described by Japan Standard Time.

- (3) The Japanese language shall be used in execution and interpretation of this Agreement. When using this Agreement in English or other languages, translations shall be used for reference purposes only.
- (4) This Agreement shall be interpreted in accordance with the Japanese law regardless of the specification in the conflict of laws.

15. Other

- (1) The articles 1 (Ownership of copyright), 3 (Restriction on use), 8 (Restrictions on Warranty), and 9 (Disclaimer) shall remain effective after this Agreement is terminated or provoked.
- (2) When any disputes arise against the rights of copyright owner regarding the patent rights, utility model rights or copyright of the Software, or when disputes arise between You and DAITEC based on this Agreement, both parties shall negotiate in good faith. However when disputes are not resolved, the Nagoya District Court shall be the exclusive agreement jurisdictional court irrespective of the place where the dispute is taking place.

16. Special Provision

- (1) By defining special provision between You and DAITEC, some clauses of this Agreement may be excluded. In this case, the definition of special provision must be specified by the written and stamped consent of You and DAITEC.

1st June 2015