

Hitachi Power Solutions Corporation
Software License Agreement

Important: Please read the following agreement carefully before using the software. By clicking the "Accept" button in the License Agreement window or by entering the corresponding symbol, you agree to be bound by these terms and conditions. Such action represents your signature, and you agree to be bound by and to be a party to this Agreement and agree that this Agreement will be as enforceable as any signed Agreement. If you do not agree to the terms and conditions of this Agreement, you must interrupt the installation of the Software and do not install the Software. If the Software is accompanied by a license agreement or similar document, the Software Terms and Conditions defined in that document will take precedence over this Agreement.

By clicking the "I Accept" button in the license agreement window or by entering the corresponding symbol, you are entitled to use the software in accordance with the terms and conditions of this agreement.

The End User License Agreement is an agreement concluded between the customer and the Company regarding the software of Hitachi Power Solutions Co., Ltd. to which this Agreement is attached.

Article 1 (Definitions)

1. The Software means the software (Programs, data, manuals accompanying them, and all other materials provided by the Company to the Customer to which this Agreement is attached.
2. "Hitachi Power Solutions Corporation " means Hitachi Power Solutions Corporation.
3. You means an individual who installs the Software on his or her own behalf, and if an individual downloads or installs the Software on behalf of an organization, such as an employer, "you" or "your" means the entity that downloaded or installed the Software for its benefit, and such entity hereby means: You authorize an individual to accept this Agreement on behalf of that entity. For purposes of this Agreement, "legal entity" includes, but is not limited to, partnerships, limited liability companies, corporations, associations, joint stock companies, joint ventures, labor unions, unincorporated organizations, and government authorities.
4. "Computer" means the hardware that installs and/or uses the Software, and means a personal computer, notebook computer, workstation, or other electronic device to which the Software is compatible.
5. User Manual means the User Manual, Administrator's Guide, Technical Reference and related explanatory materials or other materials.
6. "License Type" means the definition of the various licenses for the Software set forth in Section 4 of this Agreement, including the limitations on the number of Authorized Users set forth in such terms. In the case of a "Dongle License", we will provide you with a dongle. In the case of a "node-locked license", we will provide you with the license file. In the case of a "web authentication license", we will provide you with the user ID of the intended user notified by you. and provide a password. In this case, the customer must notify the Company of the number of prospective users not exceeding the upper limit specified by the Company. If you purchase a limited-term license, the license is valid only for the term of use. If you purchase a non-terminated dongle license, the license is valid only for the life of the dongle. If you purchase a node-locked license for an unlimited period of use, the license is valid only for the lifetime of the computer on which it is installed.

Article 2 (Purpose)

1. Computer-aided simulation software and other technical software are tools for simulation intended to be used only by trained professionals. They are not a substitute for your professional judgment. Due to the wide variety of potential uses for the Software, the Software has not been tested in all situations in which use of the Software is conceivable. The Company shall not be liable for the results of the use of the Software. Those who use the Software are responsible for the supervision, management and control of the Software. Such responsibilities include, but are not limited to, determining the appropriate use of the Software and selecting the Software and other programs to achieve the intended results. Those who use the Software are also responsible for establishing the adequacy of their

own procedures for testing the reliability and accuracy of program output.

Article 3 (General Provisions)

1. The Software is protected by Japan domestic and international copyright laws, as well as treaties concerning the rights of authors and rights adjacent thereto, and other laws and regulations concerning intellectual property rights. The Software is licensed by the Company to the Customer in accordance with the terms of this Agreement, and intellectual property rights such as copyrights of the Software will not be transferred to the Customer.
2. Software means the computer programs and data provided with this Agreement. This Agreement shall also apply to updates and replacements that the Company may provide later.

Article 4 (Right to Use)

1. The Company grants to you a non-exclusive, non-transferable license to permit the number of users to use the Software on your computer corresponding to the valid license you purchased under this Agreement.
2. If the license you purchased is a dongle license, install the software on one or more computers, and one user at a time must have the dongle inserted. You grant the right to run the Software on a single computer for your own business use.
3. If the license purchased by the Customer is a node-locked license, the Software must be installed on one computer and one user at a time must install the Software. You grant the right to run the Software on your own computer for your own business use.
4. If the license you purchased is a web authorization license, install the Software on one or more computers connected to the network, and Article 1.6 1 The Software was installed by one of the Authorized Users of one of the prospective users registered under the paragraph using a web authentication license purchased by you1 You grant the right to run the Software on your own computer for your own business use.
5. If you receive a trial version of the Software, unless otherwise specified, you may receive a trial period of one (1) trial period from the date of first installation. You may use the Software only for the purpose of deciding whether to purchase a license for the Software (evaluation purposes). Use of the Software for any purpose other than evaluation during the trial period and use after the trial period are prohibited. You may not use the Evaluation Version for any commercial, other business, or development purposes. After the trial period ends, you must return all of the Software to us and destroy or erase all copies thereof and all of its components.

Article 5 (Limitation of Rights)

1. You shall not publish, copy (except for licensed backup copies), transfer, sublicense, lend, lease, or otherwise allow a third party to use the Software.
2. You must not attempt to circumvent the technical safeguards of the Software.
3. You may not make changes to the copyright or other rights holder's attribution displayed in the Software.
4. You must not use the Software to infringe on the copyrights or other rights of the Company or a third party. The Customer shall not perform source code analysis work such as reverse engineering, disassembly, or decompilation of the Software.
5. With the use of the Software, the Software may automatically create data files for use with the Software. In this case, the data file shall be regarded as the Software.
6. You must not leak the Company's confidential information obtained through the use of this software to other third parties without justifiable reasons.
7. The User shall not modify all or part of the Software or combine it with other programs.
8. Acts that violate or may violate laws and regulations, this agreement, or public order and morals are prohibited.
9. In addition, all acts that the Company deems inappropriate as equivalent to the preceding paragraph are prohibited.

Article 6 (Rights of the Software)

1. All rights, including trademark rights, copyrights, and other intellectual property rights, related to the Software shall belong to the Company or the original right holder (hereinafter referred to as the original right holder) who has granted the Company the right to license the license to the customer under this Agreement. You shall have no rights other than the right to use the Software other than the license granted under this Agreement.

Article 7 (Scope of Liability)

1. The Software is provided "as is", and the Company does not guarantee the quality and performance of the Software. In addition, we do not guarantee that the output results obtained using this software are free from defects and errors.
2. In order to respond to such errors, bugs, etc., the Company may repair the Software by providing software or version upgrades that partially rewrite the Software, or replace the Software by mail. The method of providing the software and version upgrades set forth in this paragraph shall be determined at the discretion of the Company.
3. The Company does not guarantee that the Software does not infringe the intellectual property rights of third parties.
4. Products, software, or network services other than the Software on which the operation of the Software depends (including cases where such products, software or services are provided by a third party and also by the Company or the original right holder) It may be discontinued or discontinued at the discretion of the provider of this software or network service. In the event that the Company or the original right holder obstructs the operation of these products, software, or network services, cooperates with requests based on laws and regulations from public institutions, or otherwise recognizes any urgency, the Company and the original right holders may not notify the customer or consent of the customer. You may immediately stop using the Software or Network Services. The Company and the original right holder do not guarantee that such products, software, or network services on which the operation of the Software depends will operate properly without interruption or that they will operate properly in the future.
5. The Company's liability to the Customer shall be limited to ordinary damages directly and in reality incurred by the Customer and shall not exceed the amount actually paid by the Customer for the Software, unless exclusions are permitted by law.

Article 8 (Copyright Protection)

1. When using the Software, the Customer shall comply with the copyright laws of Japan and Japan overseas, as well as treaties concerning the rights of authors and rights adjacent thereto, and other laws and regulations concerning intellectual property rights. In addition, if the Company deems it necessary to use functions of the Software that involve copying, preserving, and restoring copyrighted works, the Company will record the frequency of copying, saving, restoration, etc. by such Software and monitor the condition in order to protect the copyright of the work, and further refuse to copy, save and restore, including termination of this Agreement. You agree to reserve the right to take any and all measures.

Article 9 (Termination of Contract)

1. The Company may immediately terminate this Agreement if the Customer violates any of the provisions stipulated in this Agreement. In this case, the customer must return all of the Software to the Company and destroy or delete all copies thereof and all of its components. In the event that the Software is disposed of, the Software shall immediately be submitted to the Company a document certifying that fact.
2. Even if this Agreement is terminated pursuant to the provisions of Paragraph 1 of this Article, 6 6, 7, 13.1 and 2 provisions of Paragraphs 2 to 4 shall remain in full force and effect.

Article 10 (Compliance with Laws and Regulations)

1. For the purpose of acquiring or retaining business, securing unfair profits, or influencing public duties, the Customer and the Company shall not be public officials (persons engaged in public affairs of the government or local governments, persons engaged in public institutions, persons engaged in public enterprises, persons engaged in public affairs of international organizations, political parties, party officials, candidates for public officials, and other persons who are engaged in these affairs with delegation of authority. The same shall apply hereinafter.) We will not offer, give, promise or approve any money or other benefits.
2. The Customer and the Company shall not offer, give, promise or approve money or other benefits to a third party for the purpose of acquiring or retaining business, securing unfair profits, or influencing public duties, knowing that consideration will be offered, provided, or promised to a public official.

3. The Customer and the Company shall not engage in any act that violates laws and regulations, including the anti-bribery laws of each country and region.
4. In addition to the above, the customer and the Company shall not engage in any fraudulent act, including fraud and extortion, collude with, or instigate or assist such third party in connection with transactions with the other party or matters related to the other party.
5. If the Customer and the Company violate any of the preceding four paragraphs, the other party may terminate this Agreement without any notice.
6. In the event that the Customer or the Company terminates all or part of this Agreement or an Individual Agreement pursuant to the provisions of the preceding paragraph, the other party shall not be required to compensate for any damage incurred, and if the other party incurs damage due to such cancellation, the other party shall compensate for the damage.

Article 11 (Exclusion of Antisocial Forces)

1. Anti-social forces shall mean organized crime groups, members of organized crime groups, associate members of organized crime groups, companies related to organized crime groups, corporate racketeers, gangsters under the pretext of social campaigns, special intelligence crime groups, and other equivalent persons.
2. Regardless of whether the customer or the Company is an individual or an organization, if any of the following items apply, it will be deemed to be an antisocial force.
 - (1) When the customer, the Company, or its representatives, responsible persons, or persons who have substantial management rights fall under or are applicable to antisocial forces.
 - (2) When the customer, the Company, its representative, person in charge, or substantially a person with management rights uses antisocial forces, such as for the purpose of benefiting themselves or a third party.
 - (3) When the customer, the Company, or its representatives, responsible persons, or substantially management rights provide benefits such as providing funds or benefits to antisocial forces.
 - (4) When there is a socially reprehensible relationship, such as a close relationship with an antisocial force by the customer, the Company, or its representative, person in charge, or a person who has substantial management rights.
 - (5) When the customer, the Company, its representatives, responsible persons, or substantially management rights are publicly recognized as committing violent or threatening criminal acts, or are generally recognized by the press or other means, or are related to or connected to such person.
3. The customer and the Company represent and promise that they do not fall under the category of antisocial forces.
4. In the event that the customer or the Company falls under any of the following items, the other party may cancel this Agreement or an Individual Agreement in whole or in part without any notice.
 - (1) When it is found that the customer or the Company violates the promise set forth in the preceding paragraph.
 - (2) When the customer or the Company falls under the category of antisocial forces.
 - (3) When it is found that the Customer or a person with whom the Company directly contracts for the performance of this Agreement or an Individual Agreement (hereinafter referred to as the "Performance Assistant") falls under the category of Antisocial Forces.
 - (4) When the customer or the Company informs the other party that the customer or a third party is an anti-social force, or that each related party is an anti-social force.
 - (5) When the customer or the Company uses fraudulent, violent acts, or threatening words against the other party by itself or by using a third party.
 - (6) In the event that the customer or the Company uses itself or a third party to spread rumors and use fraudulent means or force to damage or act that may damage the honor or credibility of the other party.
 - (7) When the customer or the Company uses itself or a third party to spread rumors or use fraudulent means or force to interfere with or may interfere with the business of the other party.
 - (8) When the customer or the Company uses itself or a third party to make unreasonable demands that clearly exceed legal responsibility.
 - (9) When the customer or the Company commits an act equivalent to the preceding item from item 4.
5. In the event that the Customer or the Company cancels all or part of this Agreement or an Individual Agreement pursuant to the provisions of the preceding paragraph, the other party or the Company shall not be required to compensate for any damage incurred by the other party, and if damage occurs to the party who canceled the agreement, the other party shall compensate for the damage.
6. The customer or the Company promises not to raise any objection even if the other party receives the measures set forth in the same paragraph and the preceding paragraph due to falling under any of the items of Paragraph 4.

7. In the event that each Customer or each of the Performance Assistants receives unreasonable demands or unreasonable interference such as obstruction of business from antisocial forces in connection with the performance of this Agreement or an Individual Agreement, the Customer or the Company shall refuse or cause the Performance Assistant to refuse and promptly report such fact to the other party. They shall cooperate with each other as necessary to report to the investigative agencies.

Article 12 (Export Control)

1. If you handle all or part of the Software alone, in combination with other products, or as part of other products, directly or indirectly fall under any of the following items, you must check the regulations of the "Foreign Exchange and Foreign Trade Act" of the Japan country, the U.S. Export Administration Regulations, and other applicable Japan countries or foreign export-related laws and regulations. We shall take the necessary procedures.
 - (1) When exporting
 - (2) When taking it overseas
 - (3) When providing or allowing non-residents to use
 - (4) In addition to the provisions of the preceding three items, when stipulated in the "Foreign Exchange and Foreign Trade Act" of the Japan country, foreign export-related laws and regulations, or other applicable Japan countries or foreign export-related laws and regulations.

Article 13 (Others)

1. This Agreement shall be governed by the laws of the Japan country.
2. This Agreement does not change the rights of the customer under consumer protection laws and regulations, including the Consumer Contract Act.
3. Even if a part of this Agreement is invalidated by law, such provision shall remain in effect to the extent deemed valid by law.
4. In the event of any doubt regarding matters not stipulated in this Agreement or the interpretation of this Agreement, the Customer and the Company shall discuss and resolve the matter in good faith.
5. The Company shall not be liable for any dispute arising from an act that violates one of the provisions of this Agreement. If a dispute arises due to the customer's violation of any of the provisions, the customer shall handle all matters at the customer's expense and responsibility and compensate the Company for any damages (including attorney's fees) incurred by the Company.
6. The Company may change this Agreement without obtaining the consent of the customer.
7. All disputes related to this Agreement shall be handled exclusively by the Tokyo District Court.

8. We will provide technical support to customers who have purchased the Software and are subscribed to the Company's annual maintenance service. For other customers, the Company will not provide any support related to the Software. However, we will accept bug reports, opinions, and feedback from customers regarding the software at any time. In that case, we will not respond individually to the contents you received, but the appropriate person in charge will look at it.

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Power Solutions Corporation

If you have any questions about this Agreement, please contact Hitachi Power Solutions Co., Ltd. in writing.