

HIRATSUKA Engineering Corporation Limited

TERMS AND CONDITIONS OF SALE

The terms and conditions detailed herein (“Agreement”) apply to your (“Customer”) purchase from HIRATSUKA Engineering Corporation Limited (“HEG”) of hardware manufactured by HEG or HEG’s affiliates (“Hardware”), licenses to use software manufactured by HEG or HEG’s affiliates (“Software”), and Non-HEG Branded Products (collectively the “Product(s)”), as well as HEG hardware and software services and support (“Services”). THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND HEG HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. By placing an order with HEG, Customer agrees to be bound by the terms of this Agreement. HEG EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER’S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF YOU DO NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY HEG AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO HEG.

1. PRICES AND ORDERS.

Prices are set forth in the quotation issued to Customer (“Quote”). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of HEG. Orders will be considered accepted once HEG books an order and sends Customer a sales order acknowledgement. HEG shall not be bound by changes to an order unless agreed by HEG in writing. HEG reserves the right to cancel any order if any information provided by Customer to HEG is inaccurate.

2. PAYMENT AND INVOICING.

Payment is due at the time the order is placed, unless otherwise stated in the invoice issued by HEG. If Customer is approved for credit, payment shall be due before the end of month following the month within which invoice is issued by HEG. Payment shall be in the currency listed on the HEG invoice. All sums not paid when due shall accrue interest daily at a monthly rate of the lesser of 1.5% or the highest rate permissible by law. If there are multiple units in an order, each unit will be invoiced when shipped.

3. DELIVERY, TITLE and RISK OF LOSS.

Title and risk of loss to Products (for Software, the media) shall pass to Customer upon shipment from HEG, its warehouses, or its affiliated companies; provided however, HEG retains a security interest and right of possession in the Products until Customer makes payment in full. For orders to be delivered within Japan, HEG will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice. If Customer chooses to arrange for shipping or if the order is placed with an HEG entity outside the country of Japan, Customer is responsible for all

shipping and handling, including fees, customs, formalities and clearance. Shipment dates provided by HEG are estimates only, and HEG shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to HEG in writing within forty-five (45) days from the date of Invoice (“Invoice Date”).

4. TAXES.

Prices exclude, and Customer is responsible for, any sales, consumption, use, service, value added, and like taxes (“Taxes”) arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide HEG, as instructed, with the appropriate tax exemption documentation at the time the order is placed.

5. SOFTWARE.

Software is licensed pursuant to the software license agreements provided with the software or, in the absence of such license agreements, the HIRATSUKA Engineering Software License Agreement available at the time of purchase. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

6. NON-HEG BRANDED PRODUCTS.

Non-HEG Branded Products that HEG resells may not be testable or repairable by HEG, and it may be necessary for Customer to contact the manufacturer or the publisher for service. HEG does not warrant, has no obligation to support, and shall have no liability for Non-HEG Branded Products. The Limited Warranty and Intellectual Property Liability sections of this Agreement do not apply to the sale and purchase of Non-HEG Branded Products. “Non-HEG Branded Product(s)” means any third-party hardware, software, or service that HEG sells, but does not carry an HEG mark.

7. SERVICES.

Services provided by HEG are also subject to any service agreements or statements of work, which specifies Service in document, agreed upon in writing by the parties or, as applicable, to the HEG service terms and conditions.

8. RETURN POLICY.

Customer may return any unused Hardware and/or Software with their sealed packages unopened within thirty (30) days of the Invoice Date. No returns will be accepted after the thirty (30) day period has expired. A Return Material Authorization (RMA) number is required for Customer to return any Products. Acceptance of returns of customized Products and Non-HEG Branded Products is in the sole discretion of HEG.

9. LIMITED WARRANTY.

For a period of one (1) year from the Invoice Date, HEG warrants that HEG Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the applicable HEG published specifications. For a period of ninety (90) days from the Invoice Date, HEG warrants that the Software (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media will be free from defects in materials and workmanship. HEG warrants that the Services will be performed in a good and workmanlike manner. If HEG receives notice of a defect or non-conformance during the applicable warranty period, HEG will, in its discretion: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, (iii) instruct Customer to directly export the affected Hardware or Software to HEG for repair or replacement, or (iv) refund the fees paid for the affected Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If HEG elects to repair or replace Hardware, HEG may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number or Service Request Number from HEG before/after returning any Hardware under warranty to HEG. Customer will pay shipping expenses to send the affected Hardware to HEG, and HEG will pay shipping expenses to return the Hardware to the Customer. If HEG concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, HEG will notify Customer and return the Hardware at Customer's expense. or HEG reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than HEG); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specification for the Hardware or Software; improper voltages applies; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature. THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND THE CUSTOMER'S SOLE REMEDIES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. NO OTHER WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND HEG DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NEITHER HEG NOR HEG WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS OR SERVICES IN TERMS OF

CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NEITHER HEG NOR HEG WARRANTS THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

11. WARNING AND CUSTOMER INDEMNITY.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM (COLLECTIVELY, "HIGH-RISK USES"). FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. HEG EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HEG HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING, LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF HEG.

12. SYSTEM AND APPLICATION RESPONSIBILITY AND ADDITIONAL INDEMNITY.

CUSTOMER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS OR SERVICES WHENEVER THE PRODUCTS OR SERVICES ARE INCORPORATED IN ITS SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION. FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES WHEN PRODUCTS AND SERVICES ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HEG HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE

ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS OR SERVICES INTO ITS SYSTEM OR APPLICATION, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF HEG.

13. INTELLECTUAL PROPERTY LIABILITY.

HEG agrees to defend any third-party claim that alleges the Hardware, Software or Services infringe any Japan patent, copyright, or trademark ("Claim"). Customer shall notify HEG immediately upon learning of any Claim, or any allegation that the grounds for a Claim may exist, shall grant HEG sole control over the defense and settlement of the Claim, and shall cooperate fully with HEG in preparing a defense for any Claim. HEG agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section. HEG shall not be liable for a settlement made without its prior written consent. Notwithstanding the foregoing, HEG shall have no obligation under this Section for any claim relating to or arising from (a) Customer's modifications of Hardware, Software or Services; (b) failure to use Hardware, Software or Services in accordance with the applicable documentation provided by HEG; (c) the combination, operation, or use of Hardware, Software or Services with any hardware, software or service not provided by HEG; (d) the compliance of HEG with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-HEG Branded Products.

The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of HEG for, infringement of any patent, trademark, or copyright or other intellectual property rights. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

In any event, if HEG believes in its reasonable opinion the Hardware, Software, or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, HEG may, at its option, (i) procure for the Customer the right to continue to use the Hardware, Software, or Services; (ii) replace them with comparable Hardware, Software or Services that are free of such infringement; or (iii) refund the fees paid by Customer, in which case Customer shall promptly return the Hardware to HEG and/or terminate the use of the Software or Services.

14. PROPRIETARY RIGHTS.

HEG reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by HEG under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in such intellectual property.

15. LIMITATION OF LIABILITY.

HEG SHALL NOT BE LIABLE FOR (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES; OR (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, INCLUDING ANY COSTS OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES; (B) LOSS OF, CORRUPTION OF, OR LOSS OF USE OF ANY PRODUCTS, HARDWARE, SOFTWARE OR DATA; (C) LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) INABILITY TO ACHIEVE A PARTICULAR RESULT, EVEN IF IT IS AT SUGGESTION MADE BY HEG. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HEG ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM. THIS SECTION: (1) APPLIES TO HEG, HEG, AND THEIR RESPECTIVE LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), (2) REFLECTS AN ALLOCATION OF RISK BETWEEN HEG/HEG AND CUSTOMER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS AND SERVICES, (3) APPLIES EVEN IF HEG HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF HEG, AND (4) REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, THE SOLE LIABILITY OF HEG TO CUSTOMER SHALL BE LIMITED TO 100,000(JPY).

16. FORCE MAJEURE.

HEG shall not be responsible for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of nature or governments; interruptions of telecommunications, power or transportation; failure of contractors or suppliers; or inability to obtain necessary labor or materials (“Force Majeure Event”). In the event of a Force Majeure Event, HEG reserves the right to cancel the applicable order without any liability to Customer.

17. EXPORT LAWS. The Products are subject to control under the Japan Foreign Exchange and Japan Foreign Trade Act (Showa 24 Act No. 228) and other applicable Japan export control laws and regulations. Customer agrees that it will not export, re-export or transfer the Products via any means to any prohibited destination, entity or individual without the required export license(s) or authorization(s) from the Japan Government. HEG reserves the right not to ship the Products ordered if, at any time, HEG believes that such shipment may violate Japan export control laws.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of Japan, without regard to principles of conflicts of laws. The parties hereby consent to the exclusive jurisdiction of the Tokyo District Court as the first instance court for all disputes arising hereunder. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Products will not apply to this Agreement.

19. LIMITATION PERIOD.

HEG SHALL NOT BE LIABLE FOR ANY CLAIM ARISING UNDER THIS AGREEMENT BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

20. UPDATES.

HEG reserves the right to update this Agreement at any time, effective upon posting an updated version at www.heg.co.jp/legal/termsofsale; however, the terms and conditions in effect at the time of purchase shall apply to that purchase of Products or Services.

21. ELIMINATION OF ANTI-SOCIAL FORCES.

Customer represents and warrants that (i) Customer shall comply with all applicable laws, rules, ordinances, and regulations relating to Anti-Social Forces in Japan (collectively, “Anti-Social Forces Laws”); (ii) that Customer (including its employees, directors, officers, agents, affiliates, and subcontractors are not and will never become any Anti-Social Forces or controlled by any Anti-Social Forces; (iii) that Customer does not conduct and will not conduct any activities restricted or prohibited under Anti-Social Forces Laws, including but not limited to sharing with or making any payment to any Anti-Social Forces; and (iv) that HEG is relying on this Customer’s warranty to execute and perform this Agreement with Customer.

Customer agrees and permits HEG to collect, disclose and delivery the information, data and materials of Customer requested by HEG or known to HEG to Japanese authorities in case that Customer is suspected or proved to be Anti-Social Forces, despite whether HEG has any confidentiality obligation or other restrictive obligations under the Agreement or other documents to which HEG has committed.

In the event that Customer breaches any of the foregoing, HEG shall be entitled to take remedial actions, including but not limited to immediately terminate this Agreement without any notice to Customer and without any liability or remedy to Customer, and/or claim for all losses and damages suffered by HEG. For purpose of this section, Anti-Social Forces shall include “Boryokudan”, “Boryokudanin”, “Boryokudanjyunkouseiin”, “Boryokudankankeisha”, “Boryokudankankeikigyo”, “Sokaiya”, “Groups engaging in criminal activities under the pretext of

conducting social campaigns or political activities”, and “Crime groups specialized in intellectual crimes”.

22. GENERAL TERMS.

This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by HEG. No delay or failure by HEG to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. The term ‘including’ as used in the Agreement should be construed as ‘including without limitation’. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.

September, 25, 2014