

Terms of Use

IMPORTANT-PLEASE READ CAREFULLY:

This Terms of Use (“Agreement”) is a legal agreement between Brother Industries, Ltd. (“Company”) and you that governs your use of any Software, installed on or made available by Company for use with industrial sewing machines (“Company Product”). The term of “Software” means any and all contents data, design data, data format, and PC application.

By using the Software and Company Product, you shall be deemed to have agreed to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, Company is unwilling to license the Software and you are not allowed to use the Software.

An individual who accepts this Agreement on behalf of an entity represents to Company that he or she has the legal right to enter into a binding legal agreement for that entity.

Terms and Conditions

1 Grant of License.

- 1.1 Subject to this Agreement, Company hereby grants you a non-exclusive license to install and use the copy of the Software on your computer devices to the extent necessary for intended use of Company Product.
- 1.2 Your right to use of the Software is licensed and not sold, and solely for your use subject to this Agreement. Company or its suppliers retains all right, title, and interest relating to Software, including without limitation all intellectual property rights relating thereto.

2 Restrictions

- 2.1 Except as expressly set out in this Agreement or as required by any local law, you shall undertake:
 - 2.1.1 not to disassemble, de-compile, reverse engineer, translate or otherwise attempt to learn the source code of the Software (including the source code of data or contents created by using the Company Product or contents editing application software; hereinafter the same shall apply in this Clause 2.);
 - 2.1.2 not to create derivative works based on the whole or any part of the Software;
 - 2.1.3 not to distribute, provide or make available the Software in any form, in whole or in part to any person without prior written consent from Company;
 - 2.1.4 not to copy the Software, except where such copying is incidental to normal use of the Software with Company Product or where it is necessary for the purpose of back-up or operational security;
 - 2.1.5 not to transfer, rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.6 to include Company’s copyright notice and this Agreement on all entire and

partial copies of the Software; and

- 2.1.7 not to use the Software for any purpose (including, but not limited to, use with unauthorized industrial sewing machines or software) other than as provided under Clause 1 of this Agreement.

3 No warranty

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of liability

- 4.1 COMPANY SHALL NOT BE LIABLE TO YOU, ITS END-USERS OR ANY OTHER ENTITY FOR ANY LOSS OF PROFITS OR INCOME OR SAVINGS, LOSS OF DATA, INTERRUPTION OF USE, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES INCURRED BY SUCH PARTY (WHETHER IN AN ACTION IN CONTRACT OR TORT), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THE SOFTWARE, SUPPORT SERVICE OR THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 4.2 NOTWITHSTANDING THE CLAUSE 3 OR 4.1 HEREOF, THIS AGREEMENT DOES NOT PURPORT TO EXCLUDE OR RESTRICT COMPANY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE OR LIMIT THE STATUTORY RIGHTS OF A CONSUMER.

5 Termination

- 5.1 Company shall have the right to terminate this Agreement at any time by providing a written notice to you if you commit a material breach of any terms of this Agreement and fail to immediately rectify such breach upon Company's request.
- 5.2 Upon termination for any reason all rights granted to you under this Agreement shall cease, you shall cease all activities authorized by this Agreement and you shall immediately delete or remove the Software from all computer equipment in your possession and delete or destroy all copies of the Software or its derivative works in your possession. In addition to the above, you shall delete contents data or design data created by using Company Product in your possession.

6 Miscellaneous terms

- 6.1 You shall not export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations.
- 6.2 You shall not assign all or any part of this Agreement to any third party or any interest therein, without prior written consent of Company. A change of control or reorganization of you pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this

Agreement.

- 6.3 You agree that a breach of this Agreement will cause irreparable injury to Company for which monetary damages would not be an adequate remedy and Company shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.
- 6.4 If any provisions of this Agreement shall be declared or determined as void or unenforceable by a court of competent jurisdiction, such provisions shall be severable and independent from the other provisions of this Agreement and the validity of the other provisions and of the entire Agreement shall not be affected thereby.
- 6.5 This Agreement, together with all exhibits or other attachments referenced herein, constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all proposals, oral and written, between the parties on this subject.
- 6.6 If Company fails to insist that you perform any of your obligations under this Agreement, or if Company does not enforce any rights against you, or if Company delay in doing so, that will not mean that Company have waived any rights against you and will not mean that you do not have to comply with those obligations. If Company does waive a default by you, Company will only do so in writing, and that will not mean that Company will automatically waive any later default by you.
- 6.7 This Agreement is governed by the laws of Japan and Japanese Courts shall have exclusive jurisdiction with respect to this Agreement, except with regard to enforcement in which case the jurisdiction of the Japanese Courts shall be non-exclusive.

7 Changes to this Agreement

Company may update this Agreement in the below cases: A) When the changes are made for your benefit, or B) When the updates to the Agreement are adequate, reasonable, and not contrary to the purposes of the Agreement. Company will notify you and give you the opportunity to review any material changes or updates to the Agreement, by posting a notice on Company's website or a website specified by Company at least 30 days before the Agreement enters into effect. Once the Agreement is in effect, you will be bound by it if you continue to use the Software.