

BY USING THE RESCUE® Select Programming Tool, YOU AGREE TO THESE TERMS AND CONDITIONS.

Nidec Motor Corporation does not assume responsibility for the selection, use, or maintenance of any product. Responsibility for the proper selection, use, and maintenance of any Nidec and/or Nidec Motor Corporation product remains solely with the purchaser and end-user.

DISCLAIMER OF WARRANTY

The information, products and services on the RESCUE® Select Programming Tool are provided on an "AS IS," and "AS AVAILABLE" basis. You agree that your use of and access to the RESCUE® Select Programming Tool are at your sole risk. Nidec Motor Corporation does not warrant the information or services provided therein or your use of the RESCUE® Select Programming Tool generally, either expressly or impliedly, for any particular purpose, and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. Nidec Motor Corporation will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via the RESCUE® Select Programming Tool. Nidec Motor Corporation does not warrant that the RESCUE® Select Programming Tool will work on any device or across the network of any wireless service provider.

Although the information provided to you on the RESCUE® Select Programming Tool is obtained or compiled from sources we believe to be reliable, Nidec Motor Corporation cannot and does not guarantee the accuracy, validity, timeliness or completeness, security or reliability of any information or data made available to you for any particular purpose. Neither Nidec Motor Corporation, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the use of or in the event of any failure or interruption of the RESCUE® Select Programming Tool, or resulting from the act or omission of any other party involved in making the RESCUE® Select Programming Tool, the information provided therein or the products or services offered on the RESCUE® Select Programming Tool available to you, or from any other cause relating to your access to, inability to access, or use of the RESCUE® Select Programming Tool or these materials, whether or not the circumstances giving rise to such cause may have been within the control of Nidec Motor Corporation or of any vendor providing software or services.

Nidec Motor Corporation reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the RESCUE® Select Programming Tool and to suspend and/or deny access to the RESCUE® Select Programming Tool for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and

materials on the RESCUE® Select Programming Tool may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and Nidec Motor Corporation does not undertake any obligation or responsibility to update or amend any such information. Nidec Motor Corporation may discontinue or change any product or service described in or offered on the RESCUE® Select Programming Tool at any time.

YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A DEVICE, INCLUDING MOBILE APPLICATIONS ON A DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

LIMITATION ON LIABILITY

In no event will Nidec Motor Corporation be liable to you or any third party, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind for any breach of these terms and conditions, even if Nidec Motor Corporation has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, loss of use, data, goodwill, business or profits; the transmission of any viruses which may infect a user's equipment; failure of mechanical or electronic equipment or communication lines; telephone or other interconnect problems (e.g., you cannot access your internet service provider); unauthorized access; theft; operator errors; strikes or other labor problems or any force majeure. Nidec Motor Corporation cannot and does not guarantee continuous, uninterrupted or secure access to the RESCUE® Select Programming Tool.

In addition, notwithstanding anything contrary herein, although Nidec Motor Corporation will take reasonable precautions to protect the RESCUE® Select Programming Tool and avoid deletion, corruption or unauthorized modification or access of or to MotorPro™, and to provide the RESCUE® Select Programming Tool error-free or uninterrupted, we make no representation and warranty that our efforts will be successful at all times, and we specifically disclaim all liability whatsoever with respect to our failure to protect the RESCUE® Select Programming Tool or provide the RESCUE® Select Programming Tool error-free or uninterrupted.