

# Software License Agreement

## I. General Terms and Conditions

This General License Agreement ("Agreement") made and entered into by and between you and Star Micronics Co., Ltd. and/or its subsidiaries (hereinafter collectively referred to as "Star") stipulates the terms and conditions pertaining to the licensing of the software (including all related documentation and accompanying data furnished by Star, hereinafter referred to as "the Software"). This Agreement does not apply to any software, firmware or cloud services that are separately licensed or provided pursuant to a separate agreement with Star.

If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms, "you" or "your" shall refer to such entity.

Please read this Agreement carefully before installing or using the Software. By Clicking the "Agree" Button or by installing and using the Software, you

- (a) acknowledge that you have read and understand this Agreement;
- (b) represent that you are 18 years of age or older/of legal age to enter into a binding Agreement; and
- (c) accept this Agreement and agree that you are legally bound by its terms.

If you do not agree to the terms of this Agreement, you are not entitled to install the Software.

### 1. Permitted License Uses

During the terms of this Agreement, Star grants to you a nonexclusive, non-transferable license to:

- (a) download, install and use a single copy of the Software
  - (i) for your own internal business operations on a single compatible device owned or otherwise controlled by you (hereinafter referred to as "Device") strictly in accordance with the Software's documentation for communication with the compatible Star product you purchased (hereinafter referred to as "Star Product");
  - (ii) For your own internal business operations on the Star Product on which the Software was first installed, or Star Product for which the Software was first made available by Star for use with, for production operation or, on a temporary basis, consistent with the limitations specified or referenced in this Agreement and the Software documentation;
- (b) to copy the Software for installation, archival or backup purposes, and to make a sufficient number of copies for the intended use described in the Software documentation, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

### 2. Restrictions on Permitted License Uses

Unless otherwise provided in this Agreement, You may not

- (a) reverse engineer, disassemble, or decompile with regard to the Software or otherwise attempt to discover the trade secrets in the Software;

- (b) copy, reproduce, alter, modify or create derivative works of the Software any part thereof ;
- (c) sublicense, transfer, rent, lease, or redistribute the Software to a third party;
- (d) use the Software for a purpose other than those specified in the preceding article.
- (e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;
- (f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software.

### **3. Reservation of Rights.**

You acknowledge and agree that the Software is provided under license, and not sold, assigned, or transferred to you. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Star reserves and shall retain its entire right, title and interest in and to the Software, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

### **4. Collection and Use of Your Information.**

You acknowledge that when you download, install or use the Software, Star may use automatic means to collect information about your Star Product and Device and about your use of the Application for our internal business purposes and maintaining, servicing, and improving the Star Product and Applications. Please refer to the following for more information on the collection and use of your information.

Privacy Policy for Mobile Apps: <https://www.star-m.jp/prjump/000153.html>

### **5. Updates.**

Star may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, hereinafter referred to as "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Star has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either:

- (a) the Software may automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall acknowledge and agree that the Software or portions thereof may not properly operate should you fail to install the Updates. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

### **6. Term and Termination.**

This Agreement is effective until terminated. Star may terminate this Agreement at any time at its

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sole discretion with or without notice. In addition, your rights under this Agreement will terminate automatically without notice from Star if you fail to comply with any term(s) of this Agreement. You may terminate this Agreement by deleting the Software and all copies thereof from your Device. Upon the termination of this Agreement, all rights granted to you under this Agreement will also terminate, and you shall cease all use of the Software and destroy all copies, full or partial, of the Software. Termination will not limit any of Star's rights or remedies at law or in equity.

### **7. Disclaimer of Warranties**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORTS IS WITH YOU. THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, STAR AND STAR'S LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. STAR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STAR OR STAR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. STAR IS NOT OBLIGATED TO PROVIDE ANY MAINTENANCE, TECHNICAL OR OTHER SUPPORT FOR THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

### **8. Indemnification**

You agree to indemnify, defend and hold harmless Star and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Software or your breach of this Agreement.

### **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STAR BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF STAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, STAR SHALL NOT BE LIABLE FOR ANY DAMAGES, IN THE AGGREGATE,

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REGARDLESS OF TYPE OR KIND, WHETHER IN CONTRACT OR TORT, IN EXCESS OF THE ACTUAL LICENSE FEES, IF ANY, PAID BY YOU FOR THE SOFTWARE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

### **10.Export Regulation.**

The Software may be subject to laws and regulations including the “Foreign Exchange and Foreign Trade Act”, related regulations and the US Export Administration Act or other export control laws of other countries. You shall not, directly or indirectly, export, re-export or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside any jurisdiction or territory.

### **11.Confidentiality**

You shall not or divulge any of Star’s technical, business, or other operational information (hereinafter referred to as "Confidential Information") that you learn in connection with this Agreement or the use of the Software and shall use the Confidential Information only for purposes directly related to the use of the Software. However, Confidential Information does not include any information which:

- (a) was in the public domain at the time of disclosure;
- (b) Was already known to the recipient at the time of disclosure;
- (c) was Lawfully received from a third party without any obligation of confidentiality
- (d) is independently developed without using the Confidential Information

### **12. Third-party Software**

If the whole or part of the Software includes any third-party software or intellectual property right including, but not limited to, open source software (hereinafter referred to as the "Third-party Software"), you shall comply with the terms and conditions of the license granted by the third party related to your use of the Third-party Software. In no event shall any of the provisions of this Agreement be construed as a limitation on the right of the third party to enforce each and every terms and conditions of the license. In no event shall Star be liable for any limitation on the use of the Software, which might be imposed by enforcement of the license by the third party. If the Software includes the Third-party Software, you will find the particulars thereof including the licensing conditions in the "SoftwareLicenseAgreementAppendix.pdf" or other documentation provided by Star. All Third-party Software is provided as-is, with all faults and without warranties of any kind.

### **13. Governing Law and Severability**

This Agreement will be governed by and construed in accordance with the laws of Japan. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the

remainder of this Agreement shall continue in full force and effect.

#### **14. Entire Agreement.**

This Agreement constitutes the entire agreement between you and Star with respect to the Software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software.

#### **15. Waiver.**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

#### **16. Compensation for damages**

If you fail to comply with any term of this Agreement, Star has the right to terminate this Agreement and any other agreement made with you and claim compensation for damages suffered resulting from such termination.

#### **17. Amendment and Alteration**

You should be aware that we may change this Agreement at any time. In the event of a change, we will inform you of the change and changed version of this Agreement by displaying it on Star's website or by other appropriate means. Unless otherwise specified, the changed version of this Agreement shall become effective when displayed on Star's website. To read our latest Software License Agreement, please visit [this page](#).

## **II. Terms and Conditions for Developers (Addendum to the General Terms and Conditions)**

If you are Star Development partner and the Software contains STAR's software developer's tool kit (hereinafter referred to as "SDK") or API, your use of the SDK and API is governed by the terms of this "Terms and Conditions for Developers" in addition to the I.General Terms and Conditions. In the event of any conflict between the terms of the I.General Terms and Conditions and this Terms and Conditions for Developers, the terms of this Terms and Conditions for Developers shall govern. You should carefully read the following terms and conditions before using the SDK and API provided by STAR.

The following terms shall have the following meanings:

The "SDK" is defined as the downloadable package of libraries, applications, and documentation that you may use solely in connection with development and testing of your software application (hereinafter referred to as "Application") to enable it to communicate with a Star Product or device, as provided herein (hereinafter referred to as the "Permitted Use").

The "API" is defined as the Application Programming interface information, specifications and

documentation provided as a download for your Permitted Use.

## **1. LICENSE**

Star grants you a limited, non-exclusive, non-transferable license to use the SDK and API, including the human readable code of the SDK (hereinafter referred to as "Source Code"), subject to the terms and restrictions set forth in I.General Terms and Conditions and this Terms and Conditions for Developers.

## **2.Use of Source Code**

The SDK is licensed to be used on any personal computer or networked machines, provided that the SDK is used only in connection with the Permitted Use. You may use the Source Code internally to engage in the Permitted Use and you may use, modify or merge all or portions of the Source Code with your Application and distribute it only as part of your Application in object code form only.