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## Software License Agreement

This 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. Please read this Software License Agreement ("Agreement") carefully before installing or using the software and accompanying data (hereinafter referred to as "the Software"). By installing the Software, you are agreeing to be bound by this Agreement. If you do not agree to the terms of this Agreement, you are not entitled to install the Software. References to "Software" in this Agreement include any accompanying documentation furnished by Star.

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### 2. Restrictions on Permitted License Uses

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### 3. Intellectual Property Rights

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### 4. Termination

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice from Star if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Software and destroy all copies, full or partial, of the Software.

### 5. 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",

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#### **6. Limitation of Liability**

To the extent not prohibited 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, 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.

#### **7. 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.

#### **8. 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". All Third-party Software is provided as-is, with all faults and without warranties of any kind.

#### **9. 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.

## **10. 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](#).