

## **Software license agreement**

Before using or installing the Product, please read this license agreement ("the License Agreement"). The License Agreement lists the terms and conditions for the use of the Product. If you do not agree to the terms and conditions in the License Agreement, please return the Product along with the invoice to the SATO's dealer within 30 days after purchase. The Customer's payment will be refunded.

### **Article 1 (License)**

SATO Corporation grants the right to use the Software Products ("the Software") and the printed materials such as the manuals (including PDFs and other electronic documents) related to the Software ("the Manuals") in the Product on the condition that the Customer agree to and comply by the License Agreement.

### **Article 2 (Usage conditions)**

The Customer shall be granted permission to use SmaPri Designer on one personal computer for each license key (USB).

### **Article 3 (Prohibitions)**

The Customer shall be prohibited from the actions listed below.

1. Copying and using the Software in violation of the preceding Article 2.
2. Reverse engineering, decompiling, or disassembling the Software.
3. Transferring or lending the Product or copies of the Product.
4. Renting, leasing, or lending the Software.

### **Article 4 (Copyright)**

The copyrights for the Software and the Manuals belongs to SATO Corporation and are protected by the Copyright Act or laws related to intellectual property rights and international treaties. By purchasing this product, the Customer shall be only granted the right to use the Software and the Manuals.

### **Article 5 (Term of validity)**

1. The License Agreement goes into force the day that the Customer receives the Product.
2. If the Customer violates any of the terms in the License Agreement, SATO Corporation may cancel the License Agreement and terminate the Customer's usage rights immediately without prior notice.
3. The Customer shall pay the expense for filling up all the losses which occurred for the SATO Corporation and a third party, damage, and this about having broken either of these contracts to SATO Corporation and the third party concerned.
4. When the License Agreement is terminated, the Customer will prompt to destroy the Product or return the Product to SATO Corporation at their own expense.
5. The extent of support service is defined in Article 7.

### **Article 6 (Coverage)**

1. The Customer is responsible for selecting the Product and the results of its use. Outside of these terms, SATO Corporation assumes no responsibility for the Product and provides no warranty against defects.
2. SATO Corporation assumes no responsibility for any kind of damage (including but not limited to damage from loss of operating profit, business interruptions, loss of business information, or other monetary damages) that occurs from the use of the Product or the inability to use the Product. This is the same even if SATO Corporation has been advised of the possibility of such damage. In all circumstances, the responsibility of SATO Corporation for the Product as based in the terms of the License Agreement shall be limited to the sum of money actually paid by the Customer.
3. If there is a physical defect with the Product's recording media or with the Manuals, SATO Corporation will replace the Product at no charge within 60 days of the purchase date, including documentation to prove the date of purchase such as the invoice and return the Product to the SATO's dealer.
4. When SATO Corporation confirms that there is a mistake (bug) in a program in the Software and fixes it, SATO Corporation will provide the fixed software or information related to the fix to Customers who have completed the license registration. However, the necessity and timing of providing the fixed software or information related to the fix shall be determined

by SATO Corporation. The License Agreement is also applicable to the fixed software.

#### **Article 7 (Support service)**

1. SATO Corporation will provide improvements for bugs and usage methods and information on version upgrades only to the support service licensee. For the 2nd and subsequent years, the license must be renewed. This license period is valid for 1 also 1 year.
2. When the Software has been updated, the upgraded version will be provided to the Customer by the maintenance support site.
3. SmaPri Driver can only be redistributed for the purpose of running the program developed by the support service licensee. After the support service license period ends, it may not be redistributed.
4. SATO Corporation only offers support service to the support service licensee, it does not offer support to the recipients of redistributed software.

#### **Article 8 (Other matters)**

1. The Customer shall recognize that the Product is subject to USA export restrictions. The Customer has to will have agreed to comply with domestic laws of Japan and international laws (including USA export control regulations, restrictions on end-users by the USA, Japan, or other governmental organizations, restrictions related to use by end-users, and restrictions related to export country) applicable to the Product.
2. The License Agreement is governed by Japanese law.
3. SATO Corporation may modify the License Agreement due to revisions to laws and regulations or for other circumstances, which the Customer will agree to.
4. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association.
5. If the License Agreement is prepared in a language other than Japanese and there is any conflict or inconsistency between any provision of the Japanese version of the License Agreement and any provision of the other language version of the License Agreement, the provisions of the Japanese version of the License Agreement will prevail to the extent of that conflict or inconsistency.

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