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- **2. User of the Work.** The User of the Work (hereinafter referred to as the "User") hereby takes into account the facts given above and all consequences arising from these facts is the User is authorized to use the Work solely in accordance with this Agreement, relevant copyright and related legal regulations concerning intellectual property.
- **3. Conclusion of the License Agreement.** By installation, copying or any other use of the Work, the User confirms agreement with the terms of this License Agreement and is bound by it. The Provider and the User hereby declare that their capacity and liberty to enter into this Agreement and to perform related legal acts is by no means limited or excluded.
- **4. Basic information on the Work.** The Provider has developed the Work to enable the monitoring of printing devices of the User, to secure printing of confidential data, and to increase the efficiency of work with printing devices. The above-mentioned Work consists of all particular computer programs, their files and program components. In addition to the Software, the Work includes in particular optional (so called "embedded") hardware and software authorization terminals (hereinafter referred to as "Terminal"). In conjunction with the identification device, the Terminal identifies a particular user and manages access to a printing device.
- **5. Parts and accessories of the Work.** The Work can include carrier media, printed documentation (particularly a manual and a description of the Work and its functionality including service and user manuals) and online internet files for installation on a computer. As a part of the Work, hardware (the Terminal) can be supplied together with accessories by the Provider. This Agreement is applicable to all of the above-mentioned parts and accessories of the Work.
- **6. This License is provided as nonexclusive.** The User acknowledges that the Provider and its licensor retain the right to use the Work in the manner for which the License has been granted and to grant the License to third parties.
- **7. Free Version.** The terms and conditions hereof concerning the remuneration of the Provider shall not apply to the version of the Work indicated by the Provider as the Free Version. A License for the free version is granted free of charge. On the

basis of the License Code generated by the Provider, the User is authorized to a free use of the Work, provided that all other conditions of this Agreement, copyright and related legal regulations concerning intellectual property are observed.

- 8. Any License granted pursuant to this Agreement, except for Free License, is granted onerously. With regards to the Work, the User undertakes to pay the Provider for this License. For a connection of each and every printing device of the User of the Work on the basis of the License Code, remuneration will be assessed in accordance with a price list of the Provider or its authorized distributor or dealer valid on the day of the conclusion of this Agreement. The remuneration is payable in advance before the delivery or sending of the License Code to the User on the basis of an invoice (or advance invoice) issued by the Provider's authorized distributor or dealer. The invoice shall include all requirements of a tax document as required by the legislation in force. If the remuneration is not settled, the User undertakes to remove without delay all installations and refrain from any use of the Work or its parts. The remuneration hereunder shall be deemed settled upon payment of an appropriate sum into the bank account of the Provider's authorized distributor or dealer. If the User fails to settle the remuneration under this Article, the Provider shall be authorized to withdraw from this Agreement.
- **9. Modalities and extent of use of the Work.** The Provider hereby authorizes the User, in accordance with the copyright, to a limited performance of the right to use the Work, namely in the way and to the extent mentioned below. The User accepts this right and undertakes to pay the remuneration to the Provider in accordance with the terms specified above.
- 9.1. The user undertakes to use the Work in the manner that would not decrease the Work's value, that is, not in contradiction to legitimate interests of the Provider, and to not cause damage (actual damage or lost profit) to the Provider. The User shall not be authorized to make any modifications or changes to the Work, to change the name or identification of the Provider as the rights holder, to change the name or identification of the Work, to perform any changes of source code or data, to make any interventions or changes based on unauthorized access to a database, or to duplicate and distribute the Work in any way. The use of the Work in contradiction to this provision forms a breach of this License Agreement.
- 9.2. The Work can be used solely in connection with one or more printing devices, on the basis of a License Code generated by the Provider for each and every printing device or group of devices (hereinafter referred to as the "License Code"). The use of the Work and its connection to any single printing device or its group is only possible upon obtaining License Code delivered or sent by the Provider to the User. Any connection of a printing device with the Work, in contradiction to this provision, is unauthorized and forms a breach of the License Agreement. If the License Code is not (for whatever cause) delivered or sent to the User or if the remuneration is not paid to the Provider's authorized distributor or dealer, the User must undertake to remove without delay all installations and refrain from any use of the Work or its parts.
- 9.3. The right to use the Work includes the License to use the Work solely for operational needs of the User within the term of the License. In this respect, the User undertakes to ensure that the Work is not used outside the operational needs of the User. The Work or any of its parts may not be copied, distributed, leased, lent or given to another user, processed or modified, translated or changed in any other way. Duplication, distribution, leasing, lending or giving to another user, translation or any other change of the Work or any of its parts is illegal and is considered an unauthorized use of the Work.
- 9.4. The User is authorized to use the Work through its installation, its connection to a printing device on the basis of the

License Code, and its operation in accordance with the supplied documentation. Use of the Work in contradiction to this provision is unauthorized and forms a breach of the License Agreement.

- 9.5. The License is related to the Work as a whole. Its components may not be separated for separate use or for use in connection with any other product. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.
- 9.6. The User is not allowed to grant the License as a whole or any of its parts to a third party, with the exception of cases specified herein. The User is not authorized to transfer the rights hereunder to a third party without a prior written consent of the Provider. The User is allowed to transfer the rights hereunder to a third party solely after a prior written consent of the Provider, provided that the User fully disconnects the Work from the original printing device and uninstalls the Work from the existing User's devices. In that case, the Provider generates and delivers or sends a new License Code at its own expense. The transfer of rights hereunder is not possible without obtaining a new License Code supplied in accordance with this Article and entering the License Code to a newly installed Work on a new User's device. The transfer must be applied to the Work as a whole (including all its parts and accessories, media and printed materials, upgrades, this Agreement, and hardware). The User to whom the Work is transferred must agree with all the terms and conditions of this Agreement before the transfer. Any acts contrary to this Article are considered an unauthorized use of the Work.
- 9.7. The User is not authorized to rename the Work. This Agreement does not grant the User any right to use trademarks or service marks of the Provider. The abovementioned marks or other names may not be removed from the supplied device or altered by any means. Any use of the Work contrary to this Article is unauthorized and forms a breach of the License Agreement.
- 9.8. The Work can include reports and scripts. The User is authorized to modify the reports and scripts for its own particular needs. Nevertheless, the User is not authorized to spread them either onerously or for free, to distribute, copy, lend, lease or dispose of them in any similar way. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.
- 9.9. The User is not authorized to interfere by any means with the related internet services or any other services which serve a proper and untroubled use of the Work. The User is not authorized to damage, deactivate, overload or in any other manner decrease the functionality of the services. The User is not authorized to take any steps to gain unauthorized access to the services, to any accounts, computer systems or networks associated with the abovementioned services (for himself or any other persons). Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.
- 9.10. The User is not authorized to reverse engineer the Work, decompile or convert the source code of the Work. The User is not authorized to any use of data obtained in any similar illegal way. Any use of the Work in contradiction to this Article is unauthorized and forms a breach of the License Agreement.
- **10. Updated versions (Innovation, Upgrade)**. This Agreement also applies to updated versions of the Work (innovation, upgrade) made accessible by the Provider for the User's download and installation only if the User has covered all License Codes by adequate licenses for software support. The User is authorized to download and install the updated version of the

Work solely if it is a lawful holder of the License hereunder and if the previous version of the Work is fully replaced by this updated version. An updated version can be downloaded and installed solely for the purpose of replacement of the original version of the Work and in accordance with its destination of use specified by the Provider. Any use of the Work in contradiction to this Article is unauthorized, forms a breach of the License Agreement and constitutes the right of the Provider to withdraw from this Agreement and to request the User to refrain from using the Work in accordance with the respective legal regulation.

- 11. Provider's Inspection. The User undertakes to enable the Provider to revise any installation of the Work every 6 (six) months and to compare the extent of its use with the terms of this Agreement. The inspection will be exercised after a prior written notice issued by the Provider. The User expressly agrees that the Provider is authorized to perform an inspection by means of remote access at any time, provided that a remote inspection is possible. Should the User refuse to enable the inspection, the Provider shall be entitled to withdraw from this Agreement and require the User to refrain from using the Work in accordance with the respective legal regulation.
- **12.** Use of the Work beyond the extent of the right of use. In the case of using the Work beyond the extent of the right of use specified herein, the User is obliged to pay to the Provider a usual price for the unauthorized use. Any use of the Work beyond the extent of the right of use specified herein constitutes the right of the Provider to withdraw from this Agreement and to require the User to refrain from using the Work in accordance with the respective legal regulation.
- **13. Reasonable suspicion of a breach of this Agreement.** If a suspicion of a breach of terms of this License Agreement, Copyright Act or related legal regulation of intellectual property arises, the Provider is authorized to withdraw from this License Agreement and to require the User to refrain from using the Work in accordance with the respective legal regulation.
- **14. Confidential information and business secret.** The Provider and the User undertake to consider confidential and keep secret all information concerning the Parties hereto, the Work and its parts, components and accessories, and facts and relations related to this Agreement, acquired on the basis of this Agreement, in the course of fulfillment of this Agreement, if such information is not publicly accessible. In this respect, the Parties undertake to ensure secrecy of all of the information with all of their employees and third parties as well as all other persons charged with partial tasks in connection with the performance hereof. The abovementioned relates both to the period of validity of this Agreement and the period after its termination.
- **15.** Exercise of rights and claims by third persons. If a third person exercises any rights or claims towards the Provider as a consequence of the User's activity in contradiction hereto or in contradiction to related legal regulation of Copyright Act or other legislation regulating intellectual property, the User undertakes to make maximal endeavor to replace such consequences. If the Provider is obliged to incur any costs (including legal representation costs, administrative charges, etc.) due to the above specified reasons, the User will repay the Provider such costs within 14 days following notification and specification of such costs by the Provider.

- **16. Precautions against misuse of the Work.** The Provider warns the User that the Work may include technological means of avoiding use of the Work in contradiction to this Agreement, Copyright Act and related legal regulation of intellectual property. If the User changes or modifies the hardware bearing installation of the Work or changes or modifies the software, reactivation of the Work by the Provider through a newly generated License Code will be necessary. The transfer of the newly generated License Code is onerous in accordance with the terms and conditions of this Agreement. The User takes this notice into account and declares agreement with it.
- 17. Withdrawal from this Agreement. Any unauthorized use of the Work, its use in contradiction to this Agreement, particularly in contradiction to Article 9 (9.1 9.10), Article 10, 11 and 12 hereof, or in contradiction to the Copyright Act or related legal regulation of intellectual property, forms a right of the Provider to withdraw from this Agreement. If the Provider withdraws from this Agreement, the User shall be obliged to cease using the Work and any of its parts and to delete the Work from all PCs and from any similar device where the Work is installed and pass to the Provider all equipment, documentation and other parts and accessories of the Work obtained from the Provider or otherwise acquired without authorization.
- **18. Demo version of the Work.** The Work marked as "Not For Resale" or "NFR" version is subject to the terms and conditions of this Agreement, to the Copyright Act and to other legal regulations of intellectual property to the full extent. This version of the Work must not be, among other things, sold or otherwise onerously transferred or used in any other way than for demonstration, testing or evaluation purposes.
- **19. Links.** The Provider includes links to servers and services of third parties and links to access them. The Provider does so solely for convenience of access. The abovementioned does not mean that the Provider approves a given server or service or its content. The Provider is not responsible for the content of the servers or services of third parties, nor for links included on the servers and in services of third parties or updates of the servers and services of third parties.
- **20. Approval for obtaining and use of technical data.** For proper launching of the Work (eventually for its connection to a printing device) it is necessary to learn certain information about devices and services used by users. The User takes this fact into account and grants the Provider express approval for obtaining, collecting, and using any technical and identification data about devices and services used by the User. The Provider uses this data for generating an appropriate License Code. The Provider uses this data exclusively for the purpose of fulfillment of its obligations hereunder.
- **21. Approval for obtaining and using personal data.** For the purpose of the fulfillment of rights and obligations hereunder the User grants the approval to the Provider to collect and process personal data obtained in relation hereto or on the basis hereof.

- 22. Notice. THE WORK IS DESIGNED AND OFFERED AS A PRODUCT OF GENERAL USE, AND NOT AS A PRODUCT DEVELOPED FOR SPECIAL DEMANDS OF A PARTICULAR USER. THE PROVIDER DOES NEITHER WARRANT AN ERROR-FREE OR UNINTERRUPTED OPERATION OF THE WORK, NEITHER WARRANTS THAT THE USER WILL BE ABLE TO REPLACE ALL ERRORS AND DEFECTS OF THE WORK. THE USER HEREBY TAKES INTO ACCOUNT THAT NO PRODUCT (INCLUDING THE WORK) IS ERROR-FREE AND NO PRODUCT ENSURES A PERMANENT FUNCTIONALITY. WITH REGARD TO THE ABOVE, THE PROVIDER STRONGLY ADVISES THE USER TO BACK UP ALL ITS DATA AND FILES REGULARLY. THE USER UNDERTAKES TO FOLLOW THE ABOVE-MENTIONED PROCEDURE. THE PROVIDER TAKES NO RESPONSIBILITY FOR ANY DAMAGE OR LOSS OF DATA OR FILES OF THE USER, NOT EVEN IF IT IS CAUSED DUE TO FUNCTIONALITY ERRORS OF THE WORK, FOR WHATEVER REASON.
- 23. Limited responsibility of the Provider. The Provider hereby grants the User the right to use the Work developed by the Provider as an author in accordance with the terms and conditions hereof. The subject matter of this Agreement is neither sale of a particular product nor a transfer of an ownership right to a particular product. THE PROVIDER OR ITS AUTHORIZED DISTRIBUTORS OR DEALERS ARE NOT RESPONSIBLE FOR ANY DAMAGE INCURRED IN CONNECTION WITH THE USE OF THE WORK OR AS A RESULT OF THE IMPOSSIBILITY OF USING THE WORK (EVEN IF THE PROVIDER HAS BEEN WARNED OF THE POSSIBLE OCCURRENCE OF DAMAGE). THE PROVIDER IS NEITHER RESPONSIBLE FOR ACTUAL DAMAGE NOR FOR LOSS OF PROFIT, INCLUDING ACTUAL DAMAGE AND LOSS OF PROFIT DUE TO AN INTERRUPTION OF FUNCTIONALITY OF THE WORK FOR WHATEVER REASON, DUE TO LOSS OF BUSINESS INFORMATION OR DATA AS A RESULT OF AN INTERRUPTION OF THE WORK OR AS A RESULT OF ANY OTHER REASON IN CONNECTION WITH THE USE OF THE WORK. THE PROVIDER IS RESPONSIBLE NEITHER FOR DAMAGES INCURRED AS A RESULT OF USING THE WORK OR RELATED SERVICES NOR FOR DAMAGES DUE TO EVENTUAL ERRORS OF THE WORK OR THE CORRELATED SERVICES. THE USER EXPRESSLY AGREES THAT IN ALL CASES, THE TOTAL MAXIMUM RESPONSIBILITY OF THE PROVIDER IS LIMITED TO THE AMOUNT PAID BY THE USER TO THE PROVIDER AS REMUNERATION HEREUNDER. THE PARTIES HEREBY EXPRESSLY EXCLUDE THE USE OF ANY PROVISIONS OF LAWS THAT WOULD IMPOSE A DUTY ON THE PROVIDER TO PAY MORE THAN THE USER HAD PAID HEREUNDER.
- **24. Governing law.** All legal relations arising hereof shall be governed by the laws of Japan, including as well substantial and procedural law. In the case of any dispute emerging in connection with this Agreement, the parties undertake to submit such dispute to the jurisdiction and competence of the District Court of Osaka, Japan.