

License Agreement for Brother Software

Object Product: Brother P-touch Applicable Component (b-PAC)

Version: Version 3.2 (English)

IMPORTANT-PLEASE READ CAREFULLY: This License Agreement ("Agreement") is a legal agreement with respect to Brother's software product as specified above ("SOFTWARE") between Brother Industries, Ltd. ("Brother") and a Customer ("Customer" includes both a natural person and legal person). The SOFTWARE, which will be installed if the "Yes" button is pressed on the Dialog Box displaying this Agreement in the installer, may include but without limitation, computer software component and any related media, printed materials (manuals and other documents), sample program and "Online" or electronic documents. Amendments and Supplements to this Agreement may be attached to the SOFTWARE. By pressing the "Yes" button and installing the SOFTWARE in accordance with the above procedure, the Customer shall be deemed to have agreed to be bound by the terms of this Agreement. If the Customer does not agree to the terms of this Agreement in accordance with the above procedure, Brother will not license the installation, use or reproduction of the SOFTWARE to the Customer.

Terms and Conditions.

1. Ownership.

(a) All copyrights and other rights, titles and interests in and to intellectual properties in the SOFTWARE are solely owned by Brother and/or its licensor(s).

(b) Brother will not license any rights relating to the SOFTWARE to the Customer other than those expressly provided herein.

2. Grant of License.

The license is granted only to the extent that the Customer complies with all of the terms and conditions of this Agreement, Brother grants the following non-exclusive rights to the Customer:

a. To install or store copies of the SOFTWARE in one or multiple computer(s) and use them only for the purpose of printing and/or reading/writing data with Brother's label printers, Stampcreator series and/or mobile printer at a Customer's facility (Only one facility). Those computers include network servers, however, the SOFTWARE should not be installed or stored in a server which is available to communicate with any other place than such a facility.

b. With respect to the Customer's product having functions to operate Brother's label printers, Stampcreator series and/or mobile printer to print and/or read/write data ("Customer's Application"), to allow the use of the SOFTWARE to design, develop and test such print and/or read/write functions of the Customer's Application.

c. To grant end users of the Customer's Application sublicenses to use certain portions of the SOFTWARE incorporated in the Customer's Application, to the extent that the license is necessary to use the Customer's Application. The sublicense granted under this Subsection 2c is always subject to the Customer's observance of Subsections 2(I) (c) through to (j).

(I) Conditions for redistribution.

(a) The Customer may redistribute the following portions of the SOFTWARE ("Permitted Module I") by means of incorporating such portions into Customer's Application, for the purpose of making the Customer's Application available to print and/or read/write data with Brother's label printers, Stampcreator series and/or mobile printer ("Permitted Purposes"): provided that Permitted Module I shall be redistributed only in its original forms without any modification or alteration to any files and/or modules thereof.

Permitted Module I: [bpac.dll], [bpacRes.dll], [BECdata.dll], [BroSNMP.dll], [Brpsnet.dll], [Ptbcd.dll], [PtImgImp.dll], [Ptmdamm.dll], [Ptmdanet.dll], [zip32.dll], [unzip32.dll], [bst202f6.dll], [bst212f6.dll], [bst213f6.dll], [PrnEvtNetMon.exe] and [BROCBRT0.TTF], or [bPAC3.msm/bPAC3_64.msm] merged with the above-mentioned modules and/or [QRmakerAd.ocx/QRmakerAd64.ocx].

(b) The Customer may modify or alter the "client's sample" ("Permitted Module II") installed in [Brother bPAC3 SDK¥Samples] folder of the SOFTWARE, and may

also redistribute the same by means of incorporation in the Customer's Application for the Permitted Purposes.

"Permitted Module II" means the list shown on [Redist.txt] file, as amended from time to time,

(c) The Customer shall not redistribute all or any other portions of the SOFTWARE than Permitted Modules I and II.

(d) The Customer shall not distribute the Permitted Modules I and II alone without incorporating them into the Customer's Application.

(e) The Customer shall not sell [QRmakerAd.ocx/QRmakerAd64.ocx].

(f) The Customer shall not modify nor alter any SOFTWARE (including but not limited to Permitted Module I) except for the Permitted Module II.

(g) The Customer shall not use logos or trademarks "brother", "P-touch" or other logos, trademarks and/or tradenames owned by Brother for any purposes, including but not limited to, through its sales activities relating to the Customer's Application, without prior written consent of Brother.

(h) The Customer shall entirely and accurately reproduce all of the copyright notices appearing in the original of the SOFTWARE on displays, manuals and any other relating documents of the Customer's Application incorporating the Permitted Modules I and/or II.

(i) The Customer shall attach a copy of this Agreement to all of the Customer's Application in which the Permitted Modules I and/or II are incorporated.

(j) The Customer shall expressly prohibit the redistribution of the SOFTWARE by the end users of the Customer's Application, by End User License Agreements concerning the Customer's Application or other legally enforceable measures.

3. Supplemental Software

This Agreement may be applicable to the updates and/or the supplements to the SOFTWARE provided by Brother. However, the above shall not preclude application of any other terms and conditions to any such updates and/or supplements.

4. No-Rent.

The Customer shall not rent or lease the SOFTWARE to any third party.

5. Restriction on Reverse Engineering.

Except to the extent expressly permitted by the applicable law or under Subsection 2(I) (b) above on the Permitted Module II, the Customer shall not reverse engineer, decompile or reverse assemble the SOFTWARE, extract certain portion from the same for independent use, or otherwise transform the same into human readable forms or modify or alter the same.

6. Termination.

Brother shall have the right to terminate this Agreement in addition to any other remedies without prejudice where the Customer breaches any provisions or conditions of this Agreement,

In case of the termination hereunder, the Customer must destroy any portion of the SOFTWARE and any and all copies thereof.

7. Use of Customer Information.

The Customer shall permit Brother without charge to use any technical information submitted by the Customer to Brother in providing support service relating to the SOFTWARE, unless Brother shall disseminate or divulge the source of such technical information.

8. Export Regulations.

The Customer shall not export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations.

9. Support.

The Customer shall have the sole liability to provide any end users of its Customer's Application with support services for such Customer's Application as well as any Permitted Modules I and/or II incorporated therein. Brother shall have no liability to provide any support services for any Customer's Application nor any Permitted Modules I and/or II incorporated therein to any end users.

10. No Warranty.

THE SOFTWARE AND ANY SUPPORT SERVICES RELATING THERETO WILL BE PROVIDED BY BROTHER ON AN "AS IS" BASIS. BROTHER SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE OR FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BROTHER SPECIFICALLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE REQUIREMENTS OF ANY CUSTOMER, END-USER OR OTHER THIRD PARTY, OR THAT THEY WILL BE ACCURATE OR ERROR-FREE. EACH CUSTOMER AND END USER ASSUME THE ENTIRE RISK AS TO THE RESULTS, PERFORMANCE OR USE OF THE SOFTWARE. BROTHER SHALL HAVE NO LIABILITY TO ANY CUSTOMERS, END-USERS OR OTHER THIRD PARTIES FOR DAMAGES RESULTING, OR ALLEGED TO HAVE RESULTED, FROM ANY ERROR OR OMISSION IN THE SOFTWARE OR ANY ACTION TAKEN OR NOT TAKEN BASED ON, OR MATERIALS PREPARED FROM, THE LICENSED SOFTWARE. THE ABOVE WARRANTY TERMS DO NOT PURPORT TO LIMIT THE STATUTORY RIGHTS OF A CONSUMER.

11. Limitation of Liability.

(a) BROTHER SHALL NOT BE LIABLE TO THE CUSTOMER, ITS END USERS, OR ANY OTHER ENTITY FOR ANY LOSS OF PROFITS OR INCOME OR SAVINGS, LOSS OF DATA, INTERRUPTION OF USE, OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES INCURRED BY SUCH PARTY (WHETHER IN AN ACTION IN CONTRACT OR TORT), EVEN IF BROTHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THE SOFTWARE, SUPPORT SERVICE OR THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(b) Notwithstanding the Article 10 or 11(a) hereof, this Agreement does not purport to exclude or restrict Brother's liability for death or personal injury resulting from negligence or limit the statutory rights of a consumer.

(c) The Customer shall indemnify and hold Brother harmless from any and all claims, suits, actions or proceedings resulted from use or distribution of its Customer's Application including the Permitted Modules I and/or II

incorporated therein, and reimburse any and all costs and expenses incurred by Brother to settle or defend such claims, including but not limited to reasonable attorneys' fees.

12. Rights to Move or Delete the Web Site.

At any time and at its own discretion, Brother shall have the sole rights to cease to permit downloading the SOFTWARE from any web site, and shall have the sole controls to modify, move or delete the web site from which the Customer has downloaded the SOFTWARE.

13. No Waiver.

Brother's rights and remedies under this Agreement are cumulative. Brother's right to exercise any of its rights or remedies shall not prevent Brother from exercising or using any other right or remedy provided under this Agreement. No waiver by Brother of any default on the part of the Customer of its obligations hereunder shall be construed as a waiver by Brother of any other prior or subsequent default of the Customer.

14. Governing Laws.

This Agreement is governed and controlled under the laws of Japan. If any of the provisions of this Agreement shall be declared illegal, not-enforceable and/or void, such provisions shall be severable from and independent of the other provisions of this Agreement and the validity of the other provisions and of the entire Agreement shall not be affected.