

END USER LICENSE AGREEMENT

This End User License Agreement (the “**Agreement**”) is entered into by and between SATO Corporation (the “**Licensor**”), and a party entering into this Agreement (the “**Licensee**” or “**you**”, both parties are referred to collectively as “**Parties**” and individually as a “**Party**”) by your agreement (through, including but not limited to, means of subscribing to, installing, executing, running or downloading). If you start to use the Software, you are deemed to have agreed to this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case “you” will mean the entity you represent.

1. Definitions. For the purposes of this Agreement, the following terms have the following meanings:

- (a) “**Affiliate**” means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person. The term “**Control**,” and derivative terms, means the possession of the power, directly or indirectly, to direct or cause the direction of the management and affairs of a Person.
- (b) “**Governmental Authority**” means any nation or government, any state, municipality, or other political subdivision thereof, and any entity, body, agency, commission, department, board, bureau, court, tribunal, or other instrumentality, whether federal, state, local, regional, domestic, foreign, or multinational, exercising executive, legislative, judicial, regulatory, administrative, or other similar functions of, or pertaining to, government and any executive official thereof.
- (c) “**Intellectual Property Rights**” means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including, but not limited to, copyrights, neighboring rights, moral rights, and maskworks, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- (d) “**Person**” means any natural person, business, corporation, company, association, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, business enterprise, trust, Governmental Authority or other legal entity.
- (e) “**Personal Information**” means information that, alone or in combination with other information, allows the identification of a natural person or can be used to contact a natural person.
- (f) “**Personnel**” of a Party means any agents, employees, contractors or subcontractors engaged or appointed by such Party.
- (g) “**Representatives**” means, with respect to any Person, the Affiliates of such Person and any of its and their respective directors, officers, Personnel, managing members, general partners, attorneys, accountants, consultants and other advisors.
- (h) “**Software**” means Smapri Library (library data), any updates, documentation (including but not limited to development guide and API reference) and sample code (“Sample Code”), and any authorized copies thereof, provided with or accessible via the Software..

2. License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term of this Agreement, a non-exclusive, non-transferable,

revocable, non-sublicensable license to use the Software only for internal business purposes and only to support Licensor's hardware.

3. Restrictions.

- (a) General Restrictions. Except as expressly provided in this Agreement, Licensee shall not, and shall not permit any other Person to:
- (i) copy, publish, publicly display, or reproduce the Software, in whole or in part;
 - (ii) assign, transfer, give, distribute, transmit, sell, lease, license, sublicense, redistribute the Software, in whole or in part, by any means, to any Person;
 - (iii) rent, encumber, loan, use the Software for time-sharing purposes, permit Persons to "frame" or "mirror" the Software on any server or internet-based device, or use the Software in any way that allows third parties to exploit the Software;
 - (iv) use the Software, in whole or in part, to benchmark the Software or compare it with other software, design or create software based on, or similar to, the Software, or to otherwise create competitive Software;
 - (v) create derivative works of the Software;
 - (vi) adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse compile, reserve assemble, or otherwise attempt to discover any source code of the Software or reduce it to a human-perceivable form;
 - (vii) violate, tamper with, bypass, modify, defeat, or circumvent any of the functions or protections of the Software, or any mechanisms operatively linked to the Software, including any license management technologies;
 - (viii) remove, alter, cover, or deface any trademarks, copyrights or proprietary legends, notices or language in or on the Software;
 - (ix) enhance, modify, adapt, upgrade, translate, extend, or otherwise improve the Software;
 - (x) charge a fee to any Person for access to, or use of, the Software;
 - (xi) combine the Software, including the Sample Code, in whole or in part with any open source software having license terms and obligations that include copyleft obligations and/or intellectual property encumbrances;
 - (xii) use the Software in a manner inconsistent with the License documents or the Software documentation; or
 - (xiii) use the Software by separating it into individual components or separating each component into further components.
- (b) Permissions for Sample Code. Notwithstanding the restrictions set forth in Section 3 (a), Licensee is expressly permitted to:
- (i) use, modify and incorporate all or a part of Sample Code into Licensee's own program ("User Program") to support Licensor's hardware; and
 - (ii) distribute the Sample Code in object code format as the User Program to support Licensor's hardware.
- (c) Restrictions on Dangerous Activities. Licensee shall not, and shall not permit any other Person to, use the Software for any application that could cause personal injury or death, damage to property, or damage to the environment.

4. Support and Software Updates. If Licensee requests Licensor to support, update or modify the Software, Licensor may decide whether Licensor or its Affiliates support, update or otherwise modify the Software for a fee in its sole discretion. If Licensor decide to support, update or otherwise modify the Software for a fee, the amount for supports, updates and modifications shall be determined by separate consultation between the Parties. Licensee shall, as soon as reasonably practicable, install all updates or modifications released by Licensor in accordance with Licensor's written instructions. Any such updates or modifications shall be deemed Software. In

no event shall Licensor be liable for any claims or losses resulting from any such updates or modifications. Licensor may change or discontinue the services accompanying the Software without Licensee's prior consent. Licensor does not permanently warrant a Software usage environment equivalent of the one agreed upon at the time of signing this Agreement.

5. Proprietary Rights and Intellectual Property Rights.

- (a) General. The Software is licensed and not sold. Licensor reserves all rights to the Software not expressly granted to Licensee under this Agreement.
- (b) Title to Intellectual Property. Licensor and its licensors shall retain title to and ownership of all Intellectual Property Rights relating to the Software. Except for the limited right to use the Software as expressly set out in this Agreement, this Agreement shall not, under any circumstance, be construed to constitute a grant to Licensee, or any other Person, of any Intellectual Property Rights belonging to Licensor or its licensors.
- (c) Assignment of Related Intellectual Property. Licensee shall irrevocably assign, and shall procure that any of its Representatives shall assign, to Licensor all rights, title and interest it (or they) have in and to any Intellectual Property Rights, including improvements, relating to the Software and shall take all action required, and execute all required documents, to effect such assignment.
- (d) Replacement Software. In order to avoid or limit any liability for infringement, Licensor may, at any time, and irrespective of whether it will be obligated to do so by order of any court, replace the Software with non-infringing software at its sole risk, expense and option. Licensee shall promptly delete any prior versions of the Software and install, and otherwise use, replacement Software as instructed by Licensor.
- (e) Intellectual Property Rights Challenge. In no event shall Licensee, or its Representatives, challenge the validity or scope of any of Licensor's Intellectual Property Rights.
- (f) Feedback. Licensee may make proposals for improvements to the Software, suggestions or other feedback (collectively, "Feedback"). In the event Licensee provides any Feedback to Licensor (or otherwise makes such Feedback available to Licensor or its Representatives), Licensee hereby grants to Licensor a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback.

6. Personal Information. Both Parties and its Representatives shall maintain any Personal Information in accordance with applicable data protection laws.

7. Term. This Agreement is effective unless terminated as provided in Section 8.

8. Termination.

- (a) Termination by Licensor. Licensor may terminate this Agreement immediately upon written notice to Licensee in each of the following circumstances:
 - (i) Licensee's failure to comply with any of the material provisions of this Agreement, which failure is not remedied during the thirty (30) days (or other extended period as may be agreed to by the Parties) following written notice to Licensee of such failure;
 - (ii) Licensee repudiates, or threatens to repudiate, any of its obligations in this Agreement;
 - (iii) in the event that Licensee or its Representatives challenges the validity or scope of any of Licensor's Intellectual Property Rights;
 - (iv) the institution by or against Licensee of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other Licensee's debts;
 - (v) Licensee's making an assignment for the benefit of creditors; or
 - (vi) Licensee's dissolution or ceasing to conduct business.

- (b) Effect of Expiry or Termination. Upon the expiration or termination of this Agreement:
- (i) Licensee's license to use the Software shall immediately terminate;
 - (ii) Licensee shall promptly cease to use the Software;
 - (iii) Licensee shall promptly uninstall or otherwise delete the Software from its networks and computers;
 - (iv) Licensee shall promptly return to Licensor or destroy, at Licensor's option, all Software and Confidential Information, and copies thereof; and
 - (v) Licensee shall certify in writing that it has satisfied its obligations under this Section 8(b).
- (c) Survival. The provisions of Section 5, Section 9 and Section 10, and any other provisions which by their nature are intended to survive the termination or expiration of this Agreement, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or expiration.

9. WARRANTY AND DISCLAIMERS

- (a) Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE SOFTWARE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE," (ii) LICENSEE ACKNOWLEDGES THAT THE USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK; AND (iii) LICENSOR, ITS LICENSORS AND ITS AFFILIATES AND ITS DISTRIBUTOR EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, DUTIES, CONDITIONS OR COMMITMENTS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT OR OTHER WARRANTIES OR CONDITIONS IMPLIED BY STATUTE, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR, ITS LICENSORS AND ITS AFFILIATES AND ITS DISCTIBUTOR DO NOT WARRANT OR OTHERWISE COMMIT THAT: (w) ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE OR COMPLETE; (x) THE SOFTWARE WILL MEET ANY PARTICULAR PERFORMANCE OR AVAILABILITY CRITERIA; (y) ANY LICENSEE CONTENT WILL NOT BE LOST OR DAMAGED; OR (z) ERRORS WILL BE CORRECTED OR ANY PARTICULAR SUPPORT REQUESTS WILL BE RESOLVED AS MAY BE REQUESTED BY LICENSEE, OR THAT FEEDBACK WILL BE ACTED UPON OR OTHERWISE FOLLOWED.
- (b) Limitations on Liability. IN NO EVENT WILL LICENSOR, ITS LICENSORS AND ITS AFFILIATES AND ITS DISCTIBUTOR HAVE ANY LIABILITY FOR: (i) ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; (ii) LOSS OF PROFITS, REVENUE, GOODWILL, OR REPUTATION; (iii) INTERRUPTION OR LOSS OF USE OF THE SOFTWARE, OR INABILITY TO USE SOFTWARE; (iv) COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES OR OTHER COVER; (v) LOSS, CORRUPTION OR DELETION OF (OR FAILURE TO DELETE) DATA OR LICENSOR'S CONTENT; OR (vi) DAMAGES RESULTING FROM FORCE MAJEURE (IN EACH CASE, REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). THE LIMITATIONS ON LIABILITY IN THIS SECTION 9(b) WILL APPLY TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNIFICATION, RECOURSE, STATUTE OR OTHERWISE, EVEN IF LICENSOR AND ITS LICENSORS AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR ANY SUCH DAMAGES OR LOSSES WERE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

- (c) Maximum Liability. THE TOTAL LIABILITY OF LICENSOR, ITS LICENSORS AND ITS AFFILIATES AND ITS DISTRIBUTOR ARISING OUT OF OR IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT SHALL NOT EXCEED IN ANY MANNER WHATSOEVER ONE THOUSAND DOLLARS (\$1,000).

10. Miscellaneous.

- (a) Equitable Remedies. Licensee agrees that monetary damages would not be a sufficient remedy for a breach or a threatened breach of this Agreement and that Licensor shall be entitled to specific performance and injunctive or other equitable relief, without the posting of a bond or other security, as a remedy for any such breach or threatened breach, in addition to all other remedies available at law or in equity. Such injunctive or other equitable relief shall be available without the obligation to prove any damages underlying such breach or threatened breach.
- (b) No Export. Licensee and its Representatives shall not export, directly or indirectly, the Software, to any country, Person or entity which the government, at the time of export, requires an export license or other governmental approval without first obtaining such license or approval. The Licensee and its Representatives shall first obtain the written consent of the Licensor prior to submitting any request for authority to export the Software.
- (c) Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between a material provision of this Agreement and the Exhibits hereto, the Agreement shall control.
- (d) Assignment. Licensor may assign, pledge or make other disposition of rights, benefits or entitlements, or delegate any duty, obligation or liability it has under this Agreement at any time without the prior written consent of Licensee. Licensee shall not assign, pledge or make other disposition of rights, benefits or entitlements, or delegate any duty, obligation or liability it has under this Agreement without first obtaining the prior written consent of Licensor.
- (e) Inurement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

- (f) Third Party Beneficiaries. This Agreement is intended for the benefit of Licensor and third party licensor, and their permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.
- (g) Amendment. This Agreement may be amended by Licensor from time to time in its sole discretion. Continued usage of the Software shall, following modification to the updated Agreement, constitute consent to be bound by the updated terms.
- (h) No Waiver. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived.
- (i) Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
- (j) Governing Law. This Agreement shall be governed and construed in accordance with the laws of Japan. This Agreement shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- (k) Jurisdiction:. The Parties agree that all disputes, controversies or differences arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association and the place of the arbitration shall be Tokyo, Japan, and the language of arbitration is Japanese.

Establish Date: 05, 28, 2025