

Annex to Scandit Software License (Data Processing Terms)

Depending on the license key settings selected in the Order Form, certain data from the Software may be transferred to Scandit. Please review the Order Form for the license key settings and see below for the description of such data. If no specific license key settings are selected in the Order Form, then all the data set out below will be transmitted to Scandit.

<p>Without "Analytics" (as selected in the Order Form)</p>	<p>Depending on the license key settings selected in the Order Form, following types of data may be transmitted to Scandit from the Software up to once per month for debugging, statistical analysis, performance monitoring, improvements and/or license compliance purposes:</p> <ul style="list-style-type: none"> ○ Installation Identifier - generated by the Software, distinguishes installations of the Software ○ License Key identifier - generated by the Software, distinguishes the license key used by the Software ○ Software version - Software version number ○ Application identifier - name of the App (inserted in the Order Form Scope table) with which the Software is integrated, such as "myapp.customer.com" ○ Scan count - number of scans that the Software performs ○ Device model - the device model on which the Software runs (e.g. "iPhone 14") ○ Operating system and version - the operating system and version on which the Software runs, e.g. iOS 15.1. ○ IP address - the IP address used to establish Internet connection
<p>With "Analytics" (as selected in the Order Form)</p>	<p>In addition to above, the following information is transmitted to Scandit with each scan for debugging, performance monitoring, improvement, analytics and license compliance purposes:</p> <ul style="list-style-type: none"> ○ Scan engine and device status information - parameters of the decoding process, i.e. Software performance (e.g. scan and decode speed, barcode type scanned) ○ Scan engine results - the data decoded by the Software (e.g. data encoded in a barcode)

To the extent any data is transmitted to Scandit, Scandit will use the data for the above purposes. Scandit will make data available to the Company in the Dashboard for reporting purposes (e.g. number of installations and scans). If applicable, the Company shall ensure, and hereby grants to Scandit, the rights and licenses necessary for the above purposes. If the data includes any personal data, the below terms and conditions apply.

Data Protection Terms and Conditions

These data protection terms and conditions apply to the processing of personal data, if any, by Scandit for the Company in accordance with the Software License in which these terms are referenced. For capitalized terms not defined here, please see the Software License.

To the extent Scandit processes personal data for the Company, Scandit will process such personal data as necessary to provide Scandit's products and services to the Company as per the Agreement.

Scandit products and services may transmit personal data to Scandit. Scandit will process such personal data for as long as the products and services are used by any App users. This may be after the date of termination of the Agreement and will include the period required to dispose of the data after the products and services are no longer used. Scandit may retain anonymized data after the termination of the Agreement for product development purposes.

Scandit will ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, personal data. Such measures must be appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data, having regard to the state of technological development and the cost of implementing the measures.

Scandit will assist the Company at the Company's cost, in responding to any request from a data subject in relation to the Agreement and in ensuring compliance with the Company's obligations under applicable data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

Scandit will ensure that any person Scandit authorizes to process personal data protects the personal data in accordance with these terms and Scandit's confidentiality obligations under the Agreement.

When use of Scandit products and services ceases, personal data will no longer be transmitted to Scandit and Scandit will, within a reasonable period, dispose of all personal data in its possession (except where required by law to keep it).

If Scandit becomes aware of any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data, Scandit will promptly notify the Company. Scandit will provide the Company with a detailed description of the incident and the identity of each affected data subject with periodic updates. Scandit will also provide any other information the Company may reasonably request in relation to such an incident.

Provided that Scandit imposes data protection terms on any sub-processor that are significantly equivalent to these terms and that Scandit remains liable for any breach by a sub-processor of these terms, the Company hereby authorizes Scandit to engage sub-processors to process personal data. Scandit will notify the Company of any changes to sub-processors reasonably in advance to allow the Company to object to such changes. If the Company objects and the parties fail to find a workable solution, Scandit may terminate the Agreement. Current sub-processor list is available at <https://www.scandit.com/privacy>.

Scandit will only transfer personal data outside the EEA if Scandit has complied with its obligations under applicable data protection laws to ensure adequate safeguards.

Scandit will maintain complete and accurate records and information to demonstrate its compliance with the applicable data protection laws and these terms and allow for audits of such records and information by the Company or its designated auditor solely for the purpose of checking Scandit's compliance with these terms. Such an audit is at the Company's expense and not more than once per year except where required by a relevant regulatory authority or law. The Company must provide reasonable prior written notice to Scandit, including an audit plan. Audits must not materially interfere with Scandit's business operations. Auditors shall comply with Scandit's security policies. Prior to such an audit, Scandit may, at its option, provide the Company with a report verifying Scandit's compliance with these terms. Having reviewed the report, the Company shall only request an audit if the Company has reasonable and demonstrable grounds to believe the measures described in the report to be insufficient.