# SCANDIT

## Community License Agreement for Scandit Barcode Scanner SDK™

This community production license agreement ("Agreement") is made as of today (the "Effective Date") by and between Scandit AG, with its principal place of business at Förrlibuckstrasse 181, 8005 Zurich, Switzerland ("Scandit") and you ("Licensee"), whereas Scandit is the owner of certain barcode scanning technology, referred to as "Scandit Barcode Scanner SDK™", whereas the main objective of Scandit and Licensee is to integrate the Scandit Barcode Scanner SDK, as defined hereafter, into Licensee's Application, as defined hereafter.

1. Definitions
   a. "SDK" means a C++ library (in binary form) and related Objective-C or Java libraries (in binary form) for camera access and the recognition and decoding of the data encoded in certain EAN13, EAN8, UPC-A, UPC-E barcodes and certain QR codes on certain Apple iPhone and iPads or Android smartphones or tablets, as defined by Scandit, including application license keys ("app keys"), configuration files, example software code and documentation provided by Scandit under the name "Scandit Barcode Scanner SDK".
   b. "Application" shall refer to a mobile phone-based application, distributed by Licensee under its own name via the public Apple iTunes application store, the public Google Play application store or other application stores as defined by Scandit, which shall integrate and use the SDK. Application must add primary and substantial functionality beyond the SDK, and may not be merely a set of any of the SDK parts.

2. License
   a. Subject to the terms of this Agreement, Scandit grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable and worldwide license during the Term of this Agreement as defined hereafter to copy, store and transmit the SDK in order to integrate the SDK into the Application, distribute the SDK as part of the Application to non-professional users via the public Apple iTunes application store, the public Google Play application store or other application stores as defined by Scandit, and publicly display, perform and use the SDK.
   b. All use by the Licensee of the SDK and other data connected with the SDK is limited to the Application, and any updates, improvements or modifications thereto, and the Licensee represents and warrants that all such use by the Licensee shall be in compliance with the terms of this Agreement and all applicable laws and regulations, including but not limited to, copyright and other intellectual property laws and privacy regulations.
   c. Scandit retains all rights, title and interest in, to and associated with the SDK, all associated websites and any content created or derived therefrom. Licensee shall not take any action inconsistent with Scandit's ownership of the SDK, any associated services and websites and related content.
   d. There are no implied licenses under the terms set forth in this Agreement, and any rights not expressly granted hereunder are reserved by Scandit, its suppliers or licensors. Without limiting the foregoing, Licensee shall not sublicense, rent, lease, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or otherwise alter the SDK or parts of it. Furthermore, Licensee shall not disassemble or otherwise attempt to derive source code from the SDK. Furthermore, Licensee may not use the SDK in any manner that could damage, disable, overburden, or impair any Scandit website or associated services.

3. Payment and Reporting
   a. Subject to the terms of this Agreement, Licensee may distribute any free Application integrating the SDK to an unlimited number of devices, in compliance with the license as granted under Section 2a hereinbefore, during the Term of this Agreement free of charge.
   b. In case Licensee distributes the Application for a download fee, with integrated in-app purchases, subscriptions or any other monetization mechanism ("paid Application"), Licensee may distribute the Application integrating the SDK to an unlimited number of devices, in compliance with the license as granted under Section 2a, subject to the terms of this Agreement and during the Term of this

Agreement for a fee of 8% of the net revenues (i.e. sales price minus the respective app store distribution fee) obtained from the Application. Upon submission of such a paid Application using the SDK to an app store, Licensee must notify Scandit immediately and pay an upfront advance of USD 1,500 as a down payment.

    c. Any use of the SDK by the Licensee beyond the license granted under <u>Section 2a</u>, in particular, however not limited to, the use of upcoming new SDK features, or the provision of new services by Scandit shall be charged additionally at a fee to be determined by Scandit.

    d. Scandit shall have the right to take technical and other measures that prevent the use of the Application integrating the SDK in any ways that are not covered by the license granted under <u>Section 2a</u>. Scandit is entitled to track the number of distributed and activated copies of the SDK through its platform.

    e. Upon request, Licensee shall provide Scandit within 20 days upon Scandit's request with copies of the Application's original Apple iTunes application store or Google Play, and other relevant application store sales reports as well as further information about Licensee (e.g. company name and address), the Application (e.g. description of Application, hyperlinks to the Application in all app stores, screenshots, etc.) for auditing purposes. The reports shall provide a summary of the number of Application copies updated, sold or distributed over time and by country, covering at least a period of 24 (twenty four) months prior to such request. For any paid Application, Licensee shall provide such sales reports to Scandit at the end of each month and also provide a detailed overview of the download price or other monetization mechanism used by the Application such that the owed fees can be calculated by Scandit.

    f. Scandit's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with its purchases hereunder. If Scandit has the legal obligation to pay or collect Taxes for which Licensee is responsible, Scandit will invoice Licensee and Licensee will pay that amount unless Licensee provides Scandit with a valid tax exemption certificate authorized by the appropriate taxing authority.

    g. All payments shall be made via credit card or bank transfer as indicated by Scandit.

4. Licensee Responsibilities

    Licensee shall:

    a. Be at all times responsible for the design, functionality, look-and-feel and maintenance of any and all aspects of the Application, including without limitation the integration, display and performance of the SDK, according to any usage or integration requirements provided by Scandit.

    b. Upon request by Scandit and before the first launch, submit a compiled binary version of the Application to Scandit so that Scandit may ensure that the SDK is fully functioning within the Application and that the SDK is not being used in an inadequate manner.

    c. Be solely responsible (without Scandit's support) to anyone receiving the Application for support, services, upgrades, or technical or other assistance.

    d. Only use the SDK for the purpose of the Application and shall not share the SDK, or any of its parts with any third party for any reason.

    e. Use a unique app key for every Application.

    f. Keep the SDK, all app keys and any updates to the SDK confidential.

    g. Integrate the latest version of the SDK into the Application within 90 days after the new version becomes available and at the latest with the next update of the Application, unless there are reproducible speed, accuracy, or stability issues with the latest SDK. If there are such issues, Licensee shall make Scandit aware of the issues promptly.

    h. Display the latest "scanning by Scandit" text and logo in the scanning overlay, in accordance with any additional logo usage guidelines provided by Scandit.

5. Scandit Rights and Responsibilities

    a. Scandit shall provide documentation to support the integration or the use of the SDK in the Application via its website but is not be obligated to provide any support in relation to the SDK.

    b. Scandit shall keep strictly confidential any of Licensee's financial or sales information obtained during the course of this Agreement.

    c.   Scandit reserves the right to verify the Application at any time for compliance with the requirements of this Agreement.

    d.   To enable activation billing and improve the functionality of the SDK, Scandit may collect, retain and use barcode information, timestamps, IP addresses, a non-recoverable hash of a unique device identifier, the app key, device-related information such as the OS version and location coordinates, if made available to the Application, and use such data for other purposes, including but not limited to, providing analytics services, during and after the Term of this Agreement. Scandit will not share such information in a form associated with Licensee or with the Application, unless Scandit (i) has consent from Licensee; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of Scandit, its users or the public. Licensee represents and warrants that it takes all measures towards its customers in order to cause compliance with applicable data protection laws.

    e.   Scandit makes no guarantees with respect to the availability of the SDK, its websites or services and may modify or discontinue use of the SDK at any time in its sole discretion.

    f.   In no event shall Scandit be precluded from discussing, developing, acquiring, licensing or developing for third parties, as well as marketing and distributing, any materials, including but not limited to applications, products or services, which are competitive with the Application or any other products or services provided by Licensee.

6. Public Announcements
   a. Licensee may not make any public announcement or press release about this Agreement, the terms of this Agreement or the SDK without Scandit's prior written approval and consent.
   b. Scandit, in its sole discretion, may use Licensee's trademarks, logos and domain names for the purpose of advertising Licensee's use of the SDK and may make public statements regarding Licensee's use of the SDK.

7. Term of the Agreement and Termination Clause
   a. This Agreement will become effective as of the Effective Date and will remain effective until terminated in accordance with this Agreement (the "Term").
   b. Licensee may terminate this Agreement at any time by removing the SDK from the devices on which it had been installed.
   c. Scandit reserves the right to terminate this Agreement with immediate effect in its free discretion at any time. Moreover, it may suspend or discontinue Licensee's access to the SDK, or any portion or feature thereof, for any reason and at any time with immediate effect in its free discretion and without notice and without liability to Licensee.
   d. Upon termination of this Agreement, Licensee shall immediately refrain from any use of the SDK and any data connected with the SDK unless explicitly otherwise provided in this Agreement. Immediately upon termination of this Agreement, Licensee is obliged to cease using the SDK, delete the SDK app key, and any further documents and/or materials made available in connection with this Agreement. The same shall apply for copies made thereof. Upon request, Licensee shall provide written proof that the SDK and all associated documents and materials have been returned or destroyed to Scandit. For the avoidance of any doubt, under no circumstances shall the license fees paid under this Agreement, if any, be refundable upon termination of this Agreement for whatever reason.

8. Disclaimer of Warranties; Limitation of Liability
   The SDK and any associated websites and related content and the Application are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, or fitness for a particular purpose. Scandit particularly does not warrant that SDK or any other products or services provided by Scandit under this Agreement do not infringe any rights of third parties. Neither party shall have any responsibility or liability for the contents or results of the SDK or the Application. Any and all liabilities and warranties under or in connection with this Agreement are hereby excluded to the fullest extent permissible by law unless explicitly otherwise provided in this Agreement. Except for the indemnification obligations in Section 9, under no circumstances shall either party be liable for any direct or indirect, special, incidental or consequential damages that may arise from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, and in any case Scandit's liability under this Agreement shall not exceed the license fees paid to Scandit by the Licensee, if any.

9. Indemnity

   Licensee agrees to indemnify and hold Scandit, its employees, suppliers, partners, affiliates, agents, subsidiaries and licensors harmless from and against any and all claims, liabilities, damages, losses, actions, lawsuits or judgments, including all reasonable expenses, costs and attorneys' fees, that arise from or are related to Licensee's use or distribution of the SDK or any alleged violation of this or any other agreement, applicable law, regulation or any third-party rights. At Scandit's sole discretion, Licensee will, at its own expense, control the defense or settlement of such claims. Scandit shall have the right to assume sole control of the defense or settlement of such claims at any time thereafter. Licensee shall not enter into any settlement without Scandit's prior written consent.

10. Modifications and Amendments
    a. Scandit may modify any or all parts of the SDK, its website, services, or any other features provided in connection with Licensee's use of the SDK at any time and without notice. Any necessary changes to the Application that are related to such modifications and required to ensure compatibility with the SDK, must be made by Licensee at its own cost within reasonable time.
    b. Scandit may publish additional or modified terms and conditions relating to the use of the SDK at any time on the website where the SDK can be downloaded. In such cases, Scandit will notify Licensee of such amendments via e-mail, and Licensee is entitled to terminate this Agreement with immediate effect within 10 days of the time Scandit has sent the e-mail to the Licensee. If the Licensee does not terminate this Agreement within this time period, the modified terms and conditions are deemed to be accepted by the Licensee.

11. Miscellaneous
    a. The written form in the sense of this Agreement shall also include e-mails. All notices, requests and other communications called for by this Agreement shall be deemed to have been given immediately if made by electronic mail, if to Licensee at the e-mail address provided when accepting this Agreement, and if to Scandit at info@scandit.com, or to such other address as either party may specify to the other in writing or via the website where the SDK can be downloaded. Notice by any other means will be deemed made when actually received by the other party to which notice is provided.
    b. Licensee represents and warrants that all data or information provided to Scandit is accurate and that Licensee has all the necessary rights to provide such data or information, and for Scandit to use it.
    c. Licensee may not assign this Agreement, in whole or in part, without the written consent of Scandit. Any attempt of Licensee to assign or transfer this Agreement without Scandit's prior written consent will be null and void. Scandit may assign this Agreement, in whole or in part, to any third party for any reason without Licensee's consent.
    d. If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision-making authority or competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provision in this Agreement will not be affected or impaired.
    e. Scandit's logo usage guidelines shall form integral part of this Agreement. To the extent this Agreement refers to Scandit's website, the information of the website shall form integral part of the Agreement.
    f. All disputes arising out of or in connection with this Agreement shall be governed by substantive Swiss law excluding the conflict of law rules and the Laws in treaties including but not limited to the Uniform Law on Purchases (Vienna treaty). The courts of Zurich, Switzerland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.