END CUSTOMER TERMS AND CONDITIONS FOR SOFTWARE

These End Customer Terms and conditions for Software (the "**Terms**"), together with its appendices and the applicable Order (the "**Agreemen**t") is valid on the Effective Date and governs Your use of the Software.

1. Structure.

The Agreement comprises the following sections:

1. Structure
2. Trials
3. Terms for Software
4. Generally Applicable Terms
5. Representations, Warranties and Disclaimers
6. Definitions

Moreover, the Agreement comprises the Order and the two appendices attached to these Terms, all of which shall form an integral part of the Agreement. In the event of any inconsistencies or conflict among the following documents, the order of precedence is: 1. these Terms, 2. the Order, except where (i) any terms of these Terms are varied by the parties in such Order, where such varied terms will take precedence over these Terms, or (ii) any terms contained in an Order expressly state that such terms are to take precedence over these Terms, and 3. the Appendices.

2. Trials

2.1 Term: If You register on Our website or via Our mobile application for a trial period or otherwise enter into an Order for a trial or Pilot of the Software, We will give You access to one or more of the Software in accordance with Subsection 2.2, for 30 days or as otherwise agreed by Us in the relevant Order or in writing, so You can try out the Software until the earlier of (a) the end of the applicable trial/Pilot period for which You registered or as specified in the relevant Order, (b) the placement by You of a paid Order for production use of such Software, or (c) a termination by You or Us in accordance with the Agreement Additional terms and conditions may apply and will appear on the webpage where You register for Your trial/Pilot period. Any such additional terms and conditions are incorporated into the Agreement and are legally binding.

2.2 Additional Terms and Conditions

2.2.1 Trial/Pilot of Software: Subject to the terms of the Agreement, We grant You a limited, non-exclusive, nontransferable, non-sub-licensable license during the applicable trial period/Pilot, and solely for the purposes of testing and evaluation, to integrate use, copy, store and transmit the Software as part of Your App (when testing a Software Component) or, when testing a Software Application, to use, copy, store and test the Software Application, on a maximum of 20 Active Devices or as otherwise defined by Us in the relevant Order or in writing.

2.2.2 License to Host Your Applications and Your Data: You grant Us and Scandit a non-exclusive, worldwide license to store, copy, transmit and display Your Data provided by or for You or when using the Software, as necessary for Us to enable You to test the Software in accordance with the Agreement. Subject to the limited licenses granted herein, neither We nor Scandit acquire any right, title or interest from You or Your licensors under the Agreement in or to Your Data.
2.3 DURING THE RELEVANT TRIAL PERIOD/PILOT, THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND AND THE WARRANTY PROVIDED IN SECTION 5.2 SHALL NOT APPLY. DURING THE ANY TEST PERIOD OR PILOT AND WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY AND ALL LIABILITY FOR THE SOFTWARE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

3. Terms for Software

We have two types of Software: Software Components and Software Applications. The license applicable to You depends on the type of product You have ordered as defined in Appendix 1 to these Terms.

3.1 Software Component

3.1.1 License for the Software Component.

Subject to the terms of the Agreement and payment of the relevant fees, We grant You a limited, non-exclusive, nonsublicensable, non-transferable (except, where applicable, to Your Affiliate(s) pursuant to Section 4.1) license for the Territory during the applicable Order Term and in accordance with the Scope to use the Software Component as integrated into Our App and distribute the Software Component as part of Our App as set out in the applicable Order(s).

3.1.2 Your Responsibilities relating to the Software Component. You shall (a) use the Software Component only in accordance with the Documentation and applicable laws and government regulations, and (b) update and/or refresh Our App as notified by Us each time a new License Key(s) is provided by Scandit for the Software Component to ensure continued use of the Software Component as part of Our App. **3.2 Software Application**

3.2.1 License for Software Application

Subject to the terms of the Agreement and payment of the relevant fees, We grant You a limited, non-exclusive, nonsublicensable, non-transferable (except, where applicable, to Your Affiliate(s) pursuant to Section 4.1) license for the Territory during the applicable Order Term and in accordance with the Scope to use and distribute the Software Application as set out in the applicable Order(s).

3.2.2 Your Responsibilities relating to the Software Application. You shall (a) use the Software Application only in accordance with the Documentation and applicable laws and government regulations, and (b) update and/or refresh Our App as notified by Us each time a new License Key(s) is provided by Scandit for the Software Component to ensure continued use of the Software Component as part of Our App.

3.3 Reporting Requirements. In the event there is an absence of reliable information to verify Your compliance with the Scope You shall upon Our request or at the request of Scandit and no more than 2 times per year, provide Us within 30 working days of Our or Scandit's request an original report (and in Our or Scandit's reasonable opinion, verifiable report, for example from a mobile device management system), listing the number of Active Devices per Platform for each of Our App(s) used in combination with the Software, covering at least the 12 (twelve) month period prior to such request, including a description and screenshots of the scan screen of Our App.

4. Generally Applicable Terms

4.1 Your Responsibilities.

(a)   **Users.** You shall be responsible and liable for compliance with the Agreement and any breach thereof by anyone to whom You give access to the Software, including, for example, Your employees, directors, contractors, consultants and/or any consumer end Users.

(b)   **Affiliates.** Only if and to the extent it is mutually agreed by the parties in the applicable Order to permit those of Your Affiliates as set forth in such Order to access and use the Software in accordance with the Agreement and such Order, You shall (i) ensure such Affiliates are made aware of and comply with the terms of the Agreement, and the Order, and (ii) shall be responsible and liable for any breach of the Agreement and/or the Order by any such Affiliates.

4.2   **Support**. Support for the Software will be provided in accordance with the applicable level of Support purchased by You as set out in the applicable Order. Such Support may be provided directly by Scandit, as applicable.

4.3   **Future Functionality.** You agree that Your order is not dependent on the availability of any new features or future functionality, or dependent on any comments made by Us and/or Scandit (written or oral) regarding Scandit's plans for future enhancements to the Software.

4.4   **Term of Agreement.** The Agreement commences on the Effective Date and continues until all Order Terms hereunder have been terminated, unless earlier terminated in accordance with Section 4.5 or 4.6.

4.5   **Renewal.** Except for Pilots (where the term of the Order for such Pilot shall automatically expire at the end of the Initial Order Term) or as otherwise specified in an Order, each individual Order will renew automatically for additional periods of 12 months ("**Renewal Term(s)**") at the end of its respective Initial Order Term or relevant Renewal Term, unless either party gives the other written notice of non-renewal at least 30 days prior to the end of the Initial Order Term or relevant Renewal Term, as applicable. Unless We have given You written notice of a change to the pricing at least 60 days before the end of the applicable Initial Order Term or relevant Renewal Term, as applicable, the pricing during any automatic Renewal Term will be the same as that of the immediately preceding Initial Order Term or relevant Renewal Term, as applicable. If We do notify You of a change in the pricing, it will only come into effect upon commencement of the respective automatic Renewal Term.

4.6   **Termination.** The Agreement may be terminated by either party immediately upon notice to the other party if the other party (i) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or analogous event or proceeding in any applicable jurisdiction, or (ii) breaches any of its obligations under the Agreement or any Order in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching party.

4.7   **Refund or Payment upon Termination.** Upon Termination of the Agreement You will cease using the Software immediately and delete the Software and Documentation from all Your equipment and storage media. If You terminate in accordance with Section 4.6(ii), We will refund You any prepaid fees covering the remainder of all Order Terms after the effective date of termination. If the Agreement is terminated by Us in accordance with Section 4.6, You will promptly pay any unpaid amounts including those covering the remainder of all Initial Order Terms and/or the then current Renewal Terms, as applicable. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

4.8   **Implied Licenses.** There are no implied licenses under the terms set forth in the Agreement, and any rights not expressly granted hereunder are reserved by Scandit, its suppliers or licensors. Without limiting the foregoing, You shall not sublicense, rent, lease, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble, attempt to derive source code from or otherwise alter the Software or parts thereof.

4.9   **Ownership and Reservation of Rights.** All intellectual property rights, title and interest in and to (i) the Software, (ii) the (and all software and materials used for the provision of such), (iii) the Documentation, (iv) the Specifications, and (v) Scandit's and its Affiliates Confidential Information, and any updates or modifications thereto, are owned by Scandit, its Affiliates and/or its licensors and shall remain with Scandit, its Affiliates and/or its licensors. You shall not take any action inconsistent with the rights granted herein and no rights are granted to You except as expressly set forth in the Agreement.

4.10 **Fees.** You will pay all fees as set out in and in accordance with the applicable Order(s). Except as otherwise specified herein or in an Order, (i) payment obligations are noncancelable and fees paid are non-refundable (subject to Section 4.7), and (ii) quantities ordered cannot be decreased during the relevant Order Term. All fees are exclusive of all taxes.

4.11 **Usage Limits.** Software are subject to the usage limitations set out in the Scope. If You use the Software beyond the Scope, We may work with You to either reduce Your usage so that it is within the Scope, or to amend the Agreement to expand the Scope of Your license. If Your usage

exceeds the number of Active Devices agreed in Scope in the Order, We will invoice You the applicable fee for such excess usage in the following order of precedence: (1) in accordance with the next price tier as set out in the current Order (2) or where no additional pricing tier is set out in such Order Form, according to the number of Active Devices of the next larger tier at the per Active Device rate of the tier applied in the current Order, unless both parties have agreed within 30 days of exceeding the permitted number of Active Device to an amended Order that covers for such excess usage. In any case, the additional fee will be applied non-prorated to the full Order Term.

4.12 Suspension. Notwithstanding Our rights to terminate pursuant to Section 4.6 and any other rights or remedies available to Us, We reserve the right to suspend Your access to and use of the Software if You are in material breach of the Agreement until such time as the breach is remedied by You in accordance with Section 4.6.

4.13 Usage Data and Data Protection.

(a)   Usage Data. In Your use of the Software certain data is transmitted to Scandit (depending on the Software You use), as detailed (along with the use purposes) in part A of Appendix 2 to these Terms ("**Usage Data**"). Unless required by law, such Usage Data will not be shared with any third party, other than to Scandit and/or its Affiliates and subcontractors as necessary for the provision of the Software hereunder. You acknowledge that the Software will continue to transmit the Usage Data to Scandit and/or its Affiliates for as long as the Software is used by You or Your Users of Our App. Usage Data analytics reports may be shared with You upon request to Us.

(b)   Data Protection. To the extent the Usage Data contains any personal data (as defined in Part B of Appendix 2 to these Terms), the data protection terms and conditions set out in Part B of Appendix 2 to these Terms shall apply in respect of the provision, collection and processing of such personal data.

4.14   Force Majeure. NEITHER WE OR SCANDIT SHALL HAVE ANY LIABILITY TO YOU UNDER THIS AGREEMENT IF WE OR SCANDIT ARE PREVENTED FROM, OR DELAYED IN, PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT OR FROM CARRYING ON OUR BUSINESS BY A FORCE MAJEURE EVENT.

4.15   Assignment. Except as permitted herein, neither party may assign the Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt by either party to assign or transfer the Agreement without the prior written consent of the other will be null and void.

4.16   Entire Agreement. These Terms together with its Appendices and applicable Order(s) sets out the entire agreement and understanding between You and Us relating to its subject matter. Unless otherwise expressly agreed in writing the Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by You in connection with the Agreement shall not be binding on Us unless specifically agreed by Us in writing.

4.17   Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration including, without limitation, the following sections: Sections 4, and 6.

4.18   Third Party Beneficiary. The parties acknowledge and agree that Scandit is a third party beneficiary of the Agreement and may, in its sole discretion, enforce the terms and conditions of the Agreement directly against You.

5. Representations, Warranties and Disclaimers

5.1 Representations. Each party represents that it has the requisite power and authority to enter into the Agreement and to perform its obligations under it.

5.2 Warranties. We warrant that during the applicable Order Term (a) the Software will operate materially in accordance with the relevant Specifications, and (b) We will not materially reduce the functionality or security of the Software.

5.3 Remedy. Should a breach of a warranty provided in Section 5.2 occur and You notify Us within the applicable Order Term and provide all the information that may be reasonably necessary to assist Us in resolving the defect or fault, We will, at Our sole option and expense either repair or replace the affected Software; and if We cannot reasonably repair or replace the affected Software, then We will refund You any prepaid fees covering the remainder of the Initial Order Term or then current Renewal Term, as applicable, for the affected Software and terminate Your right and license to use the Software for which You have received the refund.

5.4 Exclusions and Disclaimers.

(a)   The warranties set out in Section 5.2 shall not apply to the extent the breach is caused by or as a result of (i) Your use of the Software contrary to Our or Scandit's written instructions or the Documentation, (ii) Your breach of the Agreement, and/or (iii) any modifications or alterations of the Software by any party other than Scandit or its duly authorized contractors or agents.

(b)   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES PROVIDED IN THIS SECTION 5 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR TERMS AND CONDITIONS OF MERCHANTIBILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE
OR SATISFACTORY QUALITY AND NON-INFRINGEMENT (EXCEPT AS PROVIDED BELOW), ALL OF WHICH ARE, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLIAMED BY US.

5.5 Safe Usage. IT IS YOUR RESPONSIBILITY TO TAKE WHATEVER STEPS YOU NEED TO ENSURE THAT THE USE OF OUR APP OR YOUR USE OF ANY SOFTWARE APPLICATION IS SAFE AND DOES NOT HARM ANYONE IN ANY WAY, KNOWING THAT WE CANNOT GUARANTEE THAT 100% OF ALL BARCODE READS WILL BE ACCURATE. NOTWITHSTANDING SECTION 5.2, WE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE CONTENTS OR RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR OUR APP.

5.6 No Representations. YOU AGREE THAT, IN ENTERING INTO THIS AGREEMENT, EITHER YOU DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT OR IF YOU DID RELY ON ANY REPRESENTATIONS, (WHETHER WRITTEN OR ORAL), NOT EXPRESSLY SET OUT IN THIS AGREEMENT, THAT YOU SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) NEITHER PARTY SHALL HAVE ANY LIABILITY OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT.

6. Definitions

Any capitalized terms not otherwise defined in the Agreement shall have the meanings set forth below or in the Order:

Active Device: a unique combination of a device and one associated application (e.g. Our App) on which the Software was initialized at least once in any given month during the 12month period following the Start Date of the relevant Order Term or any subsequent 12-month period.

Affiliate(s): an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to the Agreement. For the purposes of the foregoing, "control" means the ownership of (i) greater than fifty per cent of the voting power to elect directors of the entity, or (ii) greater than fifty per cent of the ownership interest in the entity.

Agreement: these Terms (as defined in the first paragraph above) and the respective Order.

Documentation: Scandit's online User manuals, tutorials, documentation and help and training materials found at https://docs.scandit.com/barcode-scanner-sdk.html.

Effective Date: the date on which You execute an Order and the terms of the Agreement.

Enterprise App Store: a private app store used by You for distributing Our App and or the Software Application to Your staff, employees, consultants or other related parties for internal, non-public use.

Force Majeure Event: acts, events, omissions or accidents beyond Our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm.

Initial Order Term: the initial term of Your use of the Software, which You have ordered, as set out in the applicable Order and commencing on the Initial Order Term start date.

Installation Identifier: a unique identifier for each installation of Our App or a Software Application.

License Key: a key required to activate the Software which is provided by Scandit to Us.

Maintenance Release: a release of the Software (or the software for the Service, as applicable), which provides compatibility updates and maintenance and updates to special features that have been explicitly licensed in the Order.

Order: an Order entered into between You and Us detailing the Software as integrated into or used in combination with Our App that You have ordered and are to be provided hereunder, the applicable Scope, Order Term and the fees You will pay and any additional terms.

Order Term: the Initial Order Term and any Renewal Term(s).

Our App: our application as specified in the Order that is developed by Us and licensed by You which integrates the Software Component or is used in combination with the Software Application.

Pilot: where the Order (i) specifies that the order for Software licenses is for a pilot, evaluation or proof of concept (PoC) only and such pilot, evaluation or PoC shall automatically expire at the end of the Initial Order Term set out in such Order; and/or (ii) has an Initial Order for a period which is less than 12 months.

Platform: the applicable mobile platform(s) upon which the Software may be used as identified in Scope, such as iOS and Android.

Public App Store: the public Google Play Store, Apple iTunes Store, Windows Phone Store or the Amazon Appstore.

Renewal Term(s): has the meaning given in Section 4.5.

Scandit: means, as applicable, (i) Scandit Inc. with address at 711 Atlantic Avenue, Boston, MA 02111, USA, if You are located in the USA, or (ii) Scandit AG, with address at Hardturmstrasse 181, 8005 Zürich, Switzerland, if You are located anywhere other than the USA, and **"Scandit group companies"** means Scandit and its Affiliates.

Scope: the limits, within which the Software, as applicable may be accessed and used, including, without limitation, the permitted number of Active Devices, type of Users, operating Platform, use cases and applications, as specified in these Terms and the Order.

Service Provider(s): the third-party providers You use to provide services to You in connection with Our App, such as hosting services.

Software: the Scandit software owned by Scandit and/or its licensors that is integrated into Our App that You have been given access to as part of Our App for a test period or Pilot or which you have ordered for production use as part of Our App as specified in the relevant Order and which is sublicensed to You hereunder in consideration of the payment by You to Us according to the Agreement and the applicable Order(s). Software includes Maintenance Releases, if provided by Scandit through the Support and according to the applicable Order. Depending on the Scandit product ordered, Software is considered either a Software Component or a Software Application as defined in Appendix 1 to these Terms.

Specifications: the specifications of the Software as set out at https://ssl.scandit.com/terms/specifications.pdf

Your Data: any data and information submitted electronically by or for or collected and processed by or for You using the Agreement with Us.

Support: the standard support provided for the Software, (including the provision of any Maintenance Releases), which will be provided to You after You execute an Order that specifies the Support and level of Support ordered.

Territory: the geography where You may use the Software as specified in the Order.

Usage Data: has the meaning given in Section 4.13(a).

Users: means the permitted Users of Our App as set out in the Scope (which may, for example, be employees or consumers).

We, Us or Our: the Reseller entity End Customer is contracting with as identified in the relevant Order.

You or Your: the contracting person or entity entering into the Software.

Appendix 1 – Applicable Software License and Service Provision by Product

The following table indicates whether the products listed on the Order Form are provided as a Software Component, Software Application and/or a Service.

Product	Software Component	Software Application
Keyboard Wedge	No	Yes
Enterprise Browser	No	Yes
Barcode Scanner SDK Native	Yes	No
Barcode Scanner SDK Native without Analytics	Yes	No
Barcode Scanner SDK for the Web	Yes	No
Barcode Scanner SDK for the Web without Analytics	Yes	No
OCR SDK Native	Yes	No
OCR SDK Native without Analytics	Yes	No

Appendix 2 – Usage Data and Data Protection Terms and Conditions

Part A – **Usage Data and Purposes for which it is collected.**

If You do not use Analytics with the Software:	The following types of data are collected on Software up to one time per month for debugging, statistical analysis, performance monitoring and improvements, and/or license compliance purposes: • **Installation Identifier -** an identifier that identifies the individual installation of the Software or Our App that integrates the Software Component on a particular device. • **License Key Identifier -** an identifier that uniquely identifies the license key used by the Software Application or Our App that integrates the Software Component. • **IP address -** the communication address that is used for data transmission purposes. • **Device model –** the model name that identifies the device type on which the Software Application or Our App that integrates the Software Component is used. • **Application identifier –** the identifier that is used to identify the Software Application or Our App that integrates the Software Component. • **Version and use of Scandit product -** the version number of the Software used and the scan count. • **Operating system and version -** the operating system name and its version of the device on which the Software Application or Our App that integrates the Software Component is used
If You use Analytics with the Software:	All of the above data and the following additional data is collected with each scan for debugging, performance monitoring and improvement, analytics and license compliance purposes: • **Scan Engine and device status information -** parameters of the decoding process (for customers using OCR, the above also includes pixel data). • **Scan Engine Results –** the data decoded by the Software (e.g. data encoded in a barcode or text field). • **Location coordinates** (if collected by Our App).

Part B – Data Protection Terms and conditions

These Data Protection Terms and Conditions ("**DP Terms**") apply to each party in respect of the provision, collection and processing of any of Your personal data or the personal data of Your Users of Our App.

1.   DEFINITIONS

1.1 Unless otherwise defined below, defined terms used in these DP Terms shall have the meaning given to them in Section 8 of the Terms:

1.1.1 Applicable Data Protection Laws: all applicable statutory and regulatory requirements regarding privacy and the protection of "personal data" or "personally identifiable information" (as defined by such laws) and as amended from time to time, including without limitation, Regulation (EU) 2016/679 of the European Parliament and any applicable acts and regulations which bring it into force, and the California Consumer Privacy Act of 2018 (CCPA).

1.1.2 Controller, personal data, processor, data subject, process and processing: have the meaning set out in Applicable Data Protection Laws.

1.1.3   Permitted Purposes: has the meaning given in clause 2.1 of these DP Terms.

1.1.4   Process Duration: has the meaning given in clause 2.2 of these DP Terms.

1.1.5 Subprocessor: any third party We appoint (including, without limitation, Scandit group companies) to process personal data for Us or on Our behalf in connection with the Agreement.

2   DATA PROTECTION OBLIGATIONS

2.1 Technical and Organizational Measures. We will ensure that We have in place appropriate technical and **organizational** measures, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, 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 to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, anonymizing, pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems, and regularly assessing and evaluating the effectiveness of the technical and organizational measures We adopt).

2.2   Assistance with Compliance. We will assist You, at Your cost, in responding to any request from a data subject in relation to the Agreement and these DP Terms and in ensuring compliance with Your obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

2.3 Confidentiality Obligations of Scandit Personnel. We will ensure that any person We authorise to process Your personal data protects the personal data in accordance with Our confidentiality obligations under the Agreement.

2.4 Deletion of Personal Data. When You and Users of Our App cease using the Software (as applicable), Usage Data will no longer be transmitted. Once You and Users of Our App cease to use and/or Software (as applicable), We and Our Subprocessors will, within a reasonable period after such use ceases, destroy, or otherwise dispose of any or all of Your personal data (except where We are required by law to keep a copy).

2.5 Security Incident Reporting. If We become aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to personal data You have provided (a Security Incident), We will notify You promptly and provide You promptly with a detailed description of the Security Incident and the identity of each affected data subject, with periodic updates, and any other information You may reasonably request in relation to such Security Incident.

2.6   Subcontracting. You consent to Us engaging Subprocessors to process personal data for Permitted Purposes, provided that:

2.6.1 We impose data protection terms on any Subprocessor We appoint that require it to protect the personal data to the standard required by Applicable Data Protection Law;

2.6.2 We remain liable for any breach of these DP Terms that is caused by an act, error or omission of Our Subprocessor; and

2.6.3 We will provide You with Our then current list of any such Subprocessors upon Your request and will notify You of any changes to such list (for Scandit updates, its Privacy Policy at https://www.scandit.com/privacy will be updated.

2.7 Transfer of Data Outside the EEA. We will only transfer personal data outside the EEA (including to Scandit group companies) where We have complied with Our obligations under Applicable Data Protection Laws in ensuring adequate safeguards in relation to such transfer.

2.8 Audit. We will maintain complete and accurate records and information to demonstrate Our compliance with these DP Terms and, subject to the following (sentence), allow for audits of such records and information by You or Your designated auditor solely for the purpose of checking Our compliance with these DP Terms, provided that (i) such audit is at Your expense and no more than once per year (except where required by a relevant regulatory authority), (ii) reasonable prior written notice is given to Us, (iii) such audit shall not materially interfere with Our day to day business operations, and (iv) You shall use best endeavors to comply with the Our security policies. As a first step prior to any such audit, We may, at Our option, initially provide You with a report verifying Our compliance with Our obligations under the Applicable Data Protection Laws (which shall constitute Our Confidential Information) and You shall only request a further audit if You have reasonable grounds for believing the measures described in the report to be insufficient.