

**Annex to Software License and Services Agreement: ID Bolt and ID Validate**

For ID Bolt and ID Validate the Software License and Services Agreement will apply, with the additional terms listed below. For capitalised terms not defined here, please see the Software License and Services Agreement.

**1. Use of the Software**

- 1.1. The Company may not, and may not cause or permit others to: (a) perform or disclose any benchmarking or availability testing of the Software; (b) perform or disclose any performance or vulnerability testing of the Software without Scandit's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Software; and (c) interfere with or disrupt the integrity, security, availability or functionality of the Software.
- 1.2. Scandit may suspend the Company's or its users' access to or use of the Software if Scandit believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Software or any data or applications in the Software; or (b) the Company or its users are accessing or using the Software in violation of applicable laws and regulations or the Agreement. When reasonably practicable and lawfully permitted, Scandit will provide the Company with advance notice of such suspension and an opportunity to remedy the violation or threat. Scandit will use reasonable efforts to re-establish the Software promptly after Scandit determines that the issue causing the suspension has been resolved. Suspension will not excuse the Company from its obligation to make payments under the Agreement.
- 1.3. Scandit will make commercially reasonable efforts to make the Software available, except for planned downtime (of which Scandit will provide advance electronic notice), and unavailability caused by circumstances beyond Scandit's reasonable control, internet service provider failure or delay, and any non-Scandit applications and content. See the Order Form for more details.
- 1.4. Scandit may use aggregated data in accordance with its privacy policy: <https://www.scandit.com/privacy/>. Scandit will retain the rights, title and interest in and to any improvements, modifications and updates Scandit makes to its products and services based on such aggregated data or otherwise.

**2. Non-Scandit Applications**

- 2.1. The Company may have access to Non-Scandit Applications via the Software. The use of these applications and the exchange of information between the Company and the provider of the Non-Scandit Applications is governed by separate terms between the Company and such provider. Scandit does not control and is not responsible for Non-Scandit Applications. The Company is responsible for complying with the terms of access and use of the Non-Scandit Applications, and if Scandit accesses or uses any Non-Scandit Applications on the Company's behalf to facilitate the performance of the Agreement, the Company is solely responsible for ensuring that such access and use is authorised. "Non-Scandit Applications" means third parties's websites, platforms, content, products, services and information.
- 2.2. Any Non-Scandit Applications that Scandit makes accessible are provided on an "as-is" and "as available" basis.
- 2.3. The Software may contain features designed to interoperate with Non-Scandit Applications. Scandit cannot guarantee the continued availability of such features and may cease providing them without entitling the Company to any refund, credit or other compensation if, for example and without limitation the provider of the Non-Scandit Applications ceases to make the Non-Scandit Applications available for interoperation with the corresponding Software features in a manner acceptable to Scandit.

**3. Protection of the Company's Data**

- 3.1. Scandit will maintain administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of the data created and made available to the Software by the Company and its users, as described or referenced in the Order Form.
- 3.2. The data created and made available to the Software by the Company or its users may not include any sensitive or special category data.

**4. License**

- 4.1. The Company grants Scandit the right to host, use, process, transmit and display data created and made available to the Software by the Company or its users, for Scandit to perform the Agreement. The Company will have sole responsibility for the accuracy, legality, reliability and appropriateness of this data and for obtaining all rights related to the data that are required by Scandit to perform the Agreement.