

# Inlite Barcode Reader License Agreement

This Inlite Barcode Reader License Agreement ("Agreement,") is a legally binding AGREEMENT between you ("**you**" or "**your**") and Inlite Research, Inc. ("**INLITE**") and pertains to the specific INLITE "Software" product licensed by you among the list set forth in Section 1 (Definitions) below.

BY USING OR DOWNLOADING THE SOFTWARE OR MANIFESTING YOUR AGREEMENT TO THIS AGREEMENT, YOU CONSENT TO BE LEGALLY BOUND BY ALL THIS AGREEMENT TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT TERMS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT TERMS AND MAY NOT USE THE SOFTWARE OR SERVICES.

## 1. DEFINITIONS

1. The "**Software**" means and pertains to Inlite Barcode Reader product, including ClearImage SDK and Barcode Reader CLI and any and all components, upgrades, revisions, and command line utilities supplements thereto.
2. A "**License**" means one of the following licenses: Community license or Corporate license.
3. An "**Application**" is a user-developed software program, script or service that requires physical incorporation or use of portions of the Software.

## 2. GRANT OF LICENSE

Any rights not clearly and expressly granted to you under this Agreement are reserved to INLITE. INLITE grants to you during the following non-exclusive, non-transferable and non-sublicensable (except upon prior written approval or as otherwise permitted herein), revocable, internal use, end user copyright license as described below.

### A. Grant of Community License for the Software.

1. Community License allows you to use the Software for any legal purpose, including commercial use, subject to each limitation set forth in this Agreement.
2. Individual End-Users may not use the Software licensed under the Community License on behalf of any entity or organization unless the entity or organization would itself qualify for Community Licenses under the test set forth below.
3. Each In order to qualify for a Community License, an entity or other organization must meet all of the following requirements:
  - a. An entity or organization must have gross annual revenues of less than \$20,000,000 USD, or equivalent in foreign currency, during each year that you desire to remain a licensee under a Community License. For the purpose of determining and maintaining eligibility for a Community License, there shall be absolutely no exceptions made when determining gross annual revenues. If an entity or organization is controlled by another entity or organization, the controlling entity or organization must also meet the gross annual revenue requirement when aggregating all such entities owned or controlled by the parent entity or organization.
  - b. An entity or organization may not have ever received more than \$10,000,000 USD in capital from an outside source such as private equity or venture capital in order to be eligible for the community license.
  - c. An entity or organization must use the Software to process not more than less than 10 million images per year, where an image is a single image file or a page in a multi-page file, including but not limited to PDF and TIFF formats.

4. INLITE reserves all rights and shall be solely able to determine as to whether you shall qualify for, and subsequently maintain, the right to hold a Community License. INLITE reserves the right to request, and you shall promptly provide, all reasonable cooperation to verify your eligibility for obtaining and/or maintaining Community Licenses, including access to validating documentation as needed. In the event an individual or organization is found to be ineligible, such individuals or organizations shall immediately cease use of the Community License or upgrade to a Corporate license.
5. Community Licenses do not require renewals as the license will continue to be valid perpetually so long as you continue to be eligible to hold a Community License.
6. Operation under Community License is provided strictly on an "AS-IS" basis with no representations or warranties or support of any kind or nature. In no event shall INLITE be liable for any claim, damages, or other liability, whether in an action of contract, tort, or otherwise, arising from, out of, or in connection with the Software when licensed under a Community License.

#### B. Grant of Corporate License for the Software.

In cases where you do not meet the eligibility criteria for the Community license as defined in Section 2.A of this Agreement, a Corporate license granted under this Agreement allows you to use the Software free of charge for evaluation, development, and testing purposes. Such usage is subject to the terms and conditions specified in this Agreement.

However, for production use of the Software, which includes commercial distribution, or any other form of deployment intended for end-users or customers, you are required to enter into a separate agreement referred to as the 'Amendment Agreement.' The Amendment Agreement outlines the specific terms, including fees and payment conditions, for obtaining the necessary license rights for production use.

### 3. RESTRICTIONS

As a condition of the license rights granted above, you agree that you will not directly or indirectly:

1. use the Software in any web service or other online service of any kind or nature (whether such service or provision is provided on a paid or unpaid basis), except to add significant value for internal users or a limited set of registered customers who are not members of the general public (except with the written approval of INLITE) who pay more than insignificant amount for such service; or
2. cause or permit the disassembly, reverse engineering, decompilation, extraction or other decoding of the Software or any portion thereof, or otherwise attempt to obtain through any means, to derive or modify the source code, structure or architecture of the Software code or algorithms therein; or
3. create frameworks/controls/wrappers or other such products that are intended to be programmatically reused by anyone; or
4. use or combine the Software with any Application that does not provide substantial additional value; or
5. impersonate or use the Application by misrepresenting your affiliation with a person or entity; or
6. use the Software for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms; or
7. infringe or violate the rights of INLITE or any third party.

If you violate (or are alleged to have violated) any of the foregoing restrictions, your license to use the Software will immediately and automatically terminate, and you may have infringed the rights of INLITE, which may subject you to prosecution and damages.

#### 4. MAINTENANCE AND SUPPORT

Maintenance and Support services subscriptions are available from INLITE for an additional charge. Support services subscriptions are provided in accordance with the terms of INLITE's the Software then-current support and maintenance policies. A current version of those policies is available from INLITE upon request. For the avoidance of doubt, INLITE reserves the right to refuse to renew any given Maintenance and Support services subscription at its sole discretion.

#### 5. OWNERSHIP, COPYRIGHT and TITLE

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#### 6. NO WARRANTY

YOUR USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK. THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INLITE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SOFTWARE IS FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS. INLITE DOES NOT WARRANT THAT THE SOFTWARE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INLITE, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL CREATE ANY NEW WARRANTIES.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

#### 7. LIMITATIONS OF REMEDIES AND DAMAGES

IN NO EVENT WILL INLITE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS LICENSE AGREEMENT AND/OR YOUR USE OF THE SOFTWARE OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN INLITE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. INLITE'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT SHALL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS AND ORDERING DOCUMENTS, AND SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

#### 8. INDEMNIFICATION

You agree to defend, indemnify, and hold INLITE and its suppliers harmless from and against any claims or lawsuits, including attorneys' reasonable fees, that arise or result from the use or distribution of your software products, provided that INLITE gives you prompt written notice of any such claim, tenders to you the defense or settlement of such a claim at your expense, and cooperates with you, at your expense, in defending or settling such

claim.

## 9. NOTICE TO U.S. GOVERNMENT USERS

All INLITE products and services are commercial in nature. The Software is a "Commercial Item," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (1) only as Commercial Items, and (2) with only those rights as are granted to other users pursuant to terms and conditions of this Agreement. All unpublished rights are reserved.

## 10. EXPORT RESTRICTIONS

You acknowledge that the Software, and the underlying algorithms and components embedded therein may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export the Software, or any part of the Software, in violation of these laws and regulations, directly or indirectly.

## 11. CONFIDENTIALITY

1. Neither Party shall disclose any Confidential Information of the other party or use such Confidential Information except as specifically permitted in the performance of this Agreement. Each party agrees that at all times during the term hereof and thereafter it will not make use of, disseminate, or in any way disclose the other party's Confidential Information (including without limitation proprietary and/or confidential intellectual property, source code, object code, methods, processes, technical data, customer names or other information related to customers, products under development, trade secrets, ) to anyone, except as authorized by this Agreement and to the extent necessary for performance hereunder. For the avoidance of doubt, the INLITE Technology is INLITE's Confidential Information and the customer's Personal Data is customer's Confidential Information. The receiving party's confidentiality obligations with respect to the Confidential Information of the disclosing party shall not extend to information that: (a) is in the public domain at the time of its disclosure; (b) becomes part of the public domain through a source other than the receiving party (directly or indirectly); (c) is required to be disclosed pursuant to a court order or governmental authority; or (d) is disclosed to its employees and professional advisors, provided they agree to keep such information confidential. Each Party agrees that it will disclose Confidential Information only to those of its employees and contractors who need to know such information and who have previously agreed to be bound by the non-disclosure terms and conditions hereof. Each Party agrees that it will treat all Confidential Information of the other Party with the same degree of care as it accords its own Confidential Information, but in no event less than reasonable care. The obligations of the parties under this Section shall supersede all prior confidentiality agreements between the parties and shall survive the termination or expiration of this Agreement for a period of five (5) years, and thereafter with respect to the INLITE Technology and Personal Data.
2. Customer agrees that (i) you shall not provide Personal Data to INLITE; (ii) you will not send any logs to INLITE that contain Personal Data; and (iii) if you receive INLITE Software, you will isolate and secure the INLITE Software on your systems and network to prevent unauthorized access, use, disclosure and loss using at a minimum industry standard security practices and technologies and as otherwise required by applicable laws.

3. The parties shall comply with prevailing law as it pertains to Personal Data, including, without limitation and as may be applicable, the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 et seq.) (the "CCPA") and the General Data Protection Regulation (EU) 2016/679 ("GDPR").

## 12. NO WAIVER

The failure or delay by any party to enforce any provision of this license shall not be construed to be a waiver of such provision, and the waiver by any party of any breach or violation of this license shall not be deemed to constitute a waiver of any future succeeding breach or violation.

## 13. GOVERNING LAW; EXCLUSIVE JURISDICTION

This AGREEMENT is governed by the laws of the State of California, U.S.A., without regard to its conflict of law's provisions, and you agree except with respect to for matters of injunctive relief, to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California for enforcement of this Agreement and with respect to all disputes arising in connection with this agreement. Should any court of competent jurisdiction declare any term of this AGREEMENT void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

## 14. GENERAL

This Agreement is the entire agreement between you and INLITE and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter and supersedes and applies notwithstanding and in lieu of any purchase order terms and conditions provided to INLITE which will have no force or effect. Notwithstanding the foregoing, if you have an OEM or other existing agreement with INLITE which provides for additional or different terms and conditions, the terms and conditions hereof do not replace that agreement. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of INLITE. However, INLITE may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by INLITE or (c) a successor by merger. Any assignment in violation of this Section shall be void. **Notices:** You agree to provide INLITE with your e-mail address and that INLITE may provide any and all notices and other communications to you through e-mail. Notices to INLITE and any questions concerning this AGREEMENT may be sent to: Inlite Research, Inc., 615 Templeton Court, Sunnyvale, CA 94087, or to sales@inliteresearch.com.

## 15. WAIVER OF TRIAL BY JURY

YOU HEREBY WAIVE ALL RIGHTS AND/OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

This Agreement was last updated June 30, 2023