### **END-USER LICENSE AGREEMENT (EULA)**

End-User License Agreement for RF IDeas™ SOFTWARE and HARDWARE – RF IDeas¹ pcProx®, pcProxPlus®, Proximity Activated Readers, Software Developer's Kit, and Proximity Reader DLLs, and Protocol(s).

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the manufacturer RF IDeas ("Manufacturer") with which you acquired the RF IDeas software and hardware product(s) identified above ("PRODUCT"). The PRODUCT includes, but is not limited to, the RF IDeas reader along with computer software, the associated media, any printed materials, any "online" or electronic documentation (collectively "SOFTWARE"). By installing, copying or otherwise using the PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, RF IDeas is unwilling to license the PRODUCT to you. In such event, you may not use or copy the PRODUCT, and you should promptly contact the vendor you obtained this PRODUCT from for instructions on return of the unused product(s) for a refund.

The products described in this publication are intended for consumer applications. RF IDeas assumes no liability for the performance of the PRODUCT. PRODUCTS are not suitable for use in life-support applications, biological hazard applications, nuclear control applications, safety-critical applications, or radioactive areas. None of these PRODUCTS are intended for applications that provide life support or any critical function necessary for the support of protection of life, property or business interests. The user assumes responsibility for the use of any of these products in any such application. RF IDeas shall not be liable for losses due to failure of any of these PRODUCTS, or components of these products, beyond the RF IDeas commercial warranty, limited to the original purchase price.

SOFTWARE PRODUCT LICENSE: The PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Any software included with the PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

SOFTWARE. You may install and use one copy of the SOFTWARE on the machine used by you to develop Licensed Products, defined below (collectively "COMPUTER").

NETWORK SERVICES. If the SOFTWARE includes functionality that enables the COMPUTER to act as a network server, any number of computers or workstations may access or otherwise utilize the basic network services of that server. The basic network services are more fully described in the printed materials accompanying the SOFTWARE.

STORAGE/NETWORK USE. You may also store or install a copy of the SOFTWARE on the COMPUTER to allow your other COMPUTERS to use the SOFTWARE over an internal network, and distribute the SOFTWARE to your other COMPUTERS over an internal network.

1.1 General License Grant RF IDeas grants to you as an individual, a personal, nonexclusive license to make and use copies of the SOFTWARE for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with any PRODUCT. Notwithstanding anything in the foregoing, you may install copies of the SOFTWARE on an unlimited number of COMPUTERS provided that you are the only individual using the SOFTWARE.

If you are an entity, RF IDeas grants you the right to designate one individual within your organization to have the sole right to use the SOFTWARE in the manner provided above.

- 1.2 Documentation. This EULA grants you, as an individual, a personal, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond the user's premises and with the following exception: you may use documentation identified in the SOFTWARE as the file format specification for RF IDeas' proximity readers solely in connection with your development of software product(s) or an integrated work or product suite whose components include one or more general purpose software products.
- 1.3 Storage/Network Use. You may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used only to install or run the SOFTWARE on COMPUTERS used by a licensed end user in accordance with Section 1.1. A single license for the SOFTWARE may not be shared or used concurrently by other end users.
- 1.4 Example Code. RF IDeas grants you the right to use and modify the source code version of those portions of the SOFTWARE identified as "examples in the SOFTWARE ("EXAMPLE CODE") for the sole purposes of designing, developing, and testing your software product(s), and to reproduce and distribute the EXAMPLE CODE, along with any modifications thereof, only in object code form.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not reproduce or otherwise emulate, in whole or in part, any form the protocol(s) defined within this PRODUCT for use without or outside of a PRODUCT.

REDISTRIBUTABLE CODE. If you are authorized and choose to redistribute example SOFTWARE code ("REDISTRIBUTABLES") as described in Section 1.4, you agree to: (a) distribute the REDISTRIBUTABLES in object code only in conjunction with and as a part of a software application product developed by you using the PRODUCT accompanying this EULA that adds significant and primary functionality to the PRODUCT ("LICENSED PRODUCT"); (b) not use RF IDeas' name, logo, or trademarks to market the LICENSED PRODUCT with the express written permission of RF IDeas; (c) include a valid copyright notice on the LICENSED PRODUCT; (d) indemnify, hold harmless, and defend RF IDeas from and against any claims or lawsuits, including attorney's fees, that arise or result from (i) the use or distribution of the LICENSED PRODUCT, (ii) any application you develop on the Product that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with the EULA; (e) otherwise comply with the terms of this EULA; and (g) agree that RF IDeas reserves all rights not expressly granted. You also agree not to permit further distribution of the REDISTRIBUTABLES by your end users except: (1) you may permit further redistribution of the REDISTRIBUTABLES by your distributors to your end-user customers if your distributors only distribute the REDISTRIBUTABLES in conjunction with, and as part of, the LICENSED PRODUCT and you and your distributors comply with all other terms of this EULA; and (2) in the manner described in Section 1.4.

SEPARATION OF COMPONENTS. The PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

SINGLE COMPUTER. The PRODUCT is licensed with the COMPUTER as a single integrated product. The PRODUCT may only be used with the COMPUTER.

RENTAL. You may not rent or lease the PRODUCT without permission from RF IDeas.

SOFTWARE TRANSFER. You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the COMPUTER, provided you retain no copies, you transfer all of the PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate(s) of Authenticity), AND the recipient agrees to the terms of this EULA. If the PRODUCT is an upgrade, any transfer must include all prior versions of the PRODUCT.

## 2. TERMINATION.

- 2.1 The grant of license described in Section 1.1 above will continue to apply until terminated by either you or RI IDeas as set out below.
- 2.2 If you want to terminate the License Agreement, you may do so by ceasing your use of the SDK and any relevant developer credentials.
- 2.3 RF IDeas may at any time, terminate the License Agreement with you if: (A) you have breached any provision of the EULA; or (B) RF IDeas is required to do so by law; or (C) RF IDeas decides to no longer provide the SDK or certain parts of the SDK to users in the country in which you are resident or from which you use the service, or the provision of the SDK or certain SDK services to you by RF IDeas is, in RF IDeas's sole discretion, no longer commercially viable.
- 2.4 When the license comes to an end, all of the legal rights, obligations and liabilities that you and RF IDeas have benefited from, been subject to (or which have accrued over time whilst the license has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 14.7 shall continue to apply to such rights, obligations and liabilities indefinitely. Notwithstanding anything in the foregoing, should the license terminate for any reason, you must destroy all copies of the SOFTWARE and all of its component parts.
- 3. UPGRADES. If the SOFTWARE is an upgrade from another product, whether from RF IDeas or another supplier, you may use or transfer the PRODUCT only in conjunction with that upgraded product, unless you destroy the upgraded product. If the SOFTWARE is an upgrade of a RF IDeas product, you now may use that upgraded product only in accordance with this EULA. If the SOFTWARE is an upgrade of a component of a package of software programs which you licensed as a single product, the SOFTWARE may be used and transferred only as part of that single product package and may not be separated for use on more than one COMPUTER.
- 4. OEM COPYRIGHT. All title and copyrights in and to the PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE, are owned by RF IDeas or its suppliers. The PRODUCT and SOFTWARE are protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying the PRODUCT.

5.DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE. FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS.

## 6. LIMITED WARRANTY.

- 6.1 RF IDeas warrants to the original buyer of this PRODUCT, that the hardware and related disk(s) are free of defects in material and workmanship for a period of one year from date of purchase from RF IDeas or from an authorized RF IDeas dealer. Should the RF IDeas PRODUCTS fail to be in good working order at any time during the one-year period, RF IDeas will, at its option, repair or replace the PRODUCT at no additional charge, provided that the PRODUCT has not been abused, misused, repaired or modified. This warranty shall be limited to repair or replacement and in no event shall RF IDeas be liable for any loss of profit or any commercial or other damages, including but not limited to special, incidental, consequential or other similar claims.
- 6.2 No dealer, distributor, company, or person has been authorized to change or add to the terms of this agreement, and RF IDeas will not be bound by any representation to the contrary. RF IDeas SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE.
- 6.3 Returns. RF IDeas PRODUCTS which require Limited Warranty service during the warranty period shall be delivered to the nearest authorized dealer or sent directly to RF IDeas at the address below with proof of purchase and a Return Materials Authorization (RMA) Number provided by RF IDeas technical support Dept. Replacement parts or complete boards become the property of RF IDeas. If the returned board or unit is sent by mail, the purchaser agrees to prepay the shipping charges and insure the board or unit or assume the risk of loss or damage which may occur in transit. The purchaser is expected to employ a container equivalent to the original packaging.
- 7. CHANGES TO THIS EULA. RF IDeas may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, RF IDeas will make a new version of the License Agreement available on the website where the SDK is made available.

### 8. PRIVACY AND INFORMATION.

- 8.1 In order to continually innovate and improve the SDK, RF IDeas may collect certain usage statistics from the SOFTWARE including but not limited to a unique identifier, associated IP address, version number of the SOFTWARE, and information on which tools and/or services in the SDK are being used and how they are being used.
- 8.2 The data collected is examined in the aggregate to improve the SDK and is maintained in accordance with RF IDeas's Privacy Policy.

# 9. GENERAL LEGAL TERMS.

- 9.1 The EULA constitutes the whole legal agreement between you and RF IDeas and governs your use of the SDK (excluding any services which RF IDeas may provide to you under a separate written agreement), and completely replaces any prior agreements between you and RF IDeas in relation to the SDK.
- 9.2 You agree that if RF IDeas does not exercise or enforce any legal right or remedy which is contained in the EULA (or which RF IDeas has the benefit of under any applicable law), this will not be taken to be a formal waiver of RF IDeas's rights and that those rights or remedies will still be available to RF IDeas.
- 9.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the EULA is invalid, then that provision will be removed from the EULA without affecting the rest of the EULA. The remaining provisions of the EULA will continue to be valid and enforceable.
- 9.4 You acknowledge and agree that each member of the group of companies of which RF IDeas is the parent shall be third party beneficiaries to the EULA and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the EULA that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the EULA.
- 9.5 EXPORT RESTRICTIONS. THE SDK IS SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SDK. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.
- 9.6 The rights granted in the EULA may not be assigned or transferred by either you or RF IDeas without the prior written approval of the other party. Neither you nor RF IDeas shall be permitted to delegate their responsibilities or obligations under the EULA without the prior written approval of the other party.
- 9.7 The EULA, and your relationship with RF IDeas under the EULA, shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. You and RF IDeas agree to submit to the exclusive jurisdiction of the courts located within the county of Cook, Illinois to resolve any legal matter arising from the EULA. Notwithstanding this, you agree that RF IDeas shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Copyright by RF IDeas. 1997-2013. All rights reserved.

Reproduction or distribution of this document in whole or in part or in any form is prohibited without express written permission from RF IDeas.

Trademarks All RF IDeas products are trademarks of RF IDeas. All other product names or names are trademarks or registered trademarks of their respective holders.

Disclaimer This Reference Guide is printed in the U.S.A. Any resemblance mentioned in the Reference Guide to persons living or dead, or to actual corporations or products is purely coincidental. RF IDeas believes that the information contained in this manual is correct. However, RF IDeas does not assume any responsibility for the accuracy of the content of this User Manual, nor for any patent infringements or

the manual without giving prior written notification.	

other rights of third parties. RF IDeas reserves the right to make any modifications in either product or