

E-SERIES SDK LICENSE & DISCLAIMER

PLEASE READ THE FOLLOWING LICENSE & DISCLAIMER ("AGREEMENT") CAREFULLY BEFORE USING THE E-SERIES SDK (AS DEFINED BELOW) MADE AVAILABLE TO YOU ("LICENSEE") BY IMPINJ, INC. ("IMPINJ"). BY USING THE E-SERIES SDK, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU WILL BE CONSENTING TO BE BOUND BY THEM, AND YOU ARE AUTHORIZED TO DO SO. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE E-SERIES SDK.

1. PURPOSE OF AGREEMENT. This Agreement sets forth Licensee's limited rights and Impinj's limited obligations with respect to the software development kit for the Impinj's E910, E710, E510 and E310 reader chips, which is comprised of host library files and use examples, each in source code format, that Impinj provided to Licensee (collectively, the "E-Series SDK"). Licensee acknowledges that Impinj provided the E-Series SDK free of charge. This Agreement does not grant any rights with respect to Impinj standalone software products or the firmware on Impinj hardware, all of which are subject to separate license terms.

2. LIMITED LICENSE. Subject to the terms and conditions of this Agreement, Impinj grants to Licensee a limited, royalty-free, worldwide, non-exclusive, perpetual and irrevocable (except as set forth below) license to (a) use, modify and create derivative works the E-Series SDK, and (b) provide the E-Series SDK and Licensee's derivatives thereof only to the customers of Licensee's products integrating Impinj's E910, E710, E510 or E310 reader chips subject to terms no less restrictive than this Agreement, in each case of (a) and (b), solely for integrating and operating Impinj's E910, E710, E510 or E310 reader chips within Licensee's products ("Purpose").

3. TERMINATION. Impinj may immediately terminate this Agreement if Licensee breaches any provision hereof. Upon the termination of this Agreement, Licensee must (a) discontinue all use of the E-Series SDK, (b) destroy or return to Impinj all copies of the E-Series SDK, and (c) promptly provide Impinj with written confirmation (including via email) of Licensee's compliance with these provisions. Sections 4-10 will survive termination of this Agreement.

4. OWNERSHIP. The E-Series SDK is licensed, not sold, by Impinj to Licensee. Impinj and its suppliers own and retain all right, title, and interest, including all intellectual property rights, in and to the E-Series SDK. Except for those rights expressly granted in Section 2, no other rights are granted, either express or implied, to Licensee (in particular, this Agreement does not grant any implied license or right of any kind to Impinj patents for use with third-party endpoint chips). Licensee is solely responsible for its use, modification or derivatives of the E-Series SDK and accordingly Licensee (a) will defend, indemnify and hold Impinj harmless against any third-party claim arising in connection with Licensee's use, modification or derivatives of the E-Series SDK, and (b) agrees that Impinj has no obligation to defend, indemnify or hold Licensee harmless against any third-party claim arising in connection with Licensee's use, modification or derivatives of the E-Series SDK. Licensee acknowledges that Impinj may continue to develop, price and sell software products that have features similar to the E-Series SDK, and Licensee will not seek to prevent Impinj from doing so.

5. CONFIDENTIALITY. Except as permitted in Section 2, Licensee will maintain the confidentiality of and not disclose to any third party: (a) all non-public information disclosed by Impinj to Licensee under this Agreement and (b) all performance data related to the E-Series SDK.

6. WARRANTY DISCLAIMER. LICENSEE ACKNOWLEDGES THAT IMPINJ PROVIDES THEE-SERIES SDK FREE OF CHARGE AND ONLY FOR THE PURPOSE. ACCORDINGLY, THE E-SERIES SDK IS PROVIDED "AS IS" WITHOUT QUALITY CHECK, AND IMPINJ DOES NOT WARRANT THAT THEE-SERIES SDK WILL OPERATE WITHOUT ERROR OR INTERRUPTION OR MEET ANY PERFORMANCE STANDARD OR OTHER EXPECTATION. IMPINJ EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. IMPINJ IS NOT OBLIGATED IN ANY WAY TO PROVIDE SUPPORT OR OTHER MAINTENANCE WITH RESPECT TO THE E-SERIES SDK.

7. LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF IMPINJ ARISING OUT OF OR RELATED TO THE E-SERIES SDK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO IMPINJ PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL IMPINJ HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

8. THIRD PARTY SOFTWARE. The E-Series SDK may contain software created by a third party. Licensee's use of any such third-party software is subject to the applicable license terms and this Agreement does not alter those license terms. Licensee may not subject any portion of the E-Series SDK to an open source license.

9. RESTRICTED USE. Licensee will comply with all applicable laws and regulations to preclude the acquisition by any governmental agency of unlimited rights to technical data, software, and documentation provided with the E-Series SDK and include the appropriate "Restricted Rights" or "Limited Rights" notices required by the applicable U.S. or foreign government agencies. Licensee will comply in all respects with all U.S. and foreign export and re-export laws and regulations applicable to the technology and documentation provided hereunder.

10. MISCELLANEOUS. This Agreement will be governed by the laws of the State of Washington, U.S.A without reference to conflict of law principles. All disputes arising out of or related to it, will be subject to the exclusive jurisdiction of the state and federal courts located in King County, Washington, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Except as expressly permitted by Section 2, Licensee will not assign this Agreement, directly or indirectly, by operation of law or otherwise, without the prior written consent of Impinj. This Agreement (and any applicable nondisclosure agreement) is the entire agreement between the parties relating to the E-Series SDK. This most current version of the Agreement supplants and fully replaces any prior version that may have applied to prior iterations or use of the E-Series SDK and, except for any future updates to Impinj's standard form, no waiver or modification of this Agreement will be valid unless contained in a writing signed by an authorized representative of each party. Licensee acknowledges that Impinj retains the right to modify the E-Series SDK and may provide future releases of the E-Series SDK subject to new or additional terms.