

barKoder Software Development Kit — End User License Agreement

Last Revision Date: 11/25/2024

barKoder Software Development Kit (barKoder SDK) is provided by:

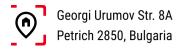
Placeholder LTD OOD Georgi Urumov 8A Petrich 2850, Bulgaria UIC/PIC 206578123

This End User License Agreement (the "Agreement") is a legal agreement between the end user ("Licensee" may be either an individual, corporation, organization or an entity) and Placeholder OOD ("Company") regarding the use of Company's software development kit entitled barKoder SDK ("Software"), with all of its components, accompanying tools, sample codes, extensions, associated media and electronic documentation.

BY DOWNLOADING, INSTALLING, IMPLEMENTING OR USING THIS SOFTWARE, THE LICENSEE AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE LICENSEE AGREES THAT THIS AGREEMENT IS AN ENFORCEABLE WRITTEN AGREEMENT NEGOTIATED AND SIGNED BY THE LICENSEE AND COMPANY. DO NOT PROCEED WITH THE INSTALLATION OF THE SOFTWARE UNTIL YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF THE LICENSEE IS ACCESSING THE SOFTWARE ELECTRONICALLY, INDICATE THE ACCEPTANCE OF THESE AGREEMENT TERMS BY SELECTING THE AGREEMENT "ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, USE OR COPY THE SOFTWARE, AS YOU ARE NOT AUTHORIZED TO DO SO.

Grant of license

Subject to the restrictions herein and in consideration of the applicable license fee timely paid, Company grants to the Licensee a limited, non-exclusive, non-transferable, worldwide right during the subscription period agreed upon via the Company's website, to use the Software solely for the purpose of developing and integrating the Software into a software application developed by the Licensee or its employees and/or consultants, including all updates, upgrades, enhancements, modifications, revisions, and new versions ("Application"). The Licensee may distribute the Software only as part of an Application.







The Licensee may use, modify, or merge portions of the Software with the Licensee's Application programs and distribute it solely as part of its products in object code form. Any modified or merged portion of the Software is subject to this Agreement. The Licensee may not assign the rights or obligations granted under this Agreement without the Company's prior written consent. Any attempted assignment or transfer without such prior written consent shall be void and of no effect.

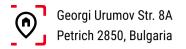
The Licensee may make a limited number of copies of the Software to be used by its employees or consultants as provided herein, and not for general business purposes. Such employees or consultants shall be subject to the obligations and restrictions in this Agreement. Licensee shall take all necessary steps to ensure that Licensee's employees or consultants abide by the terms of this Agreement.

If the license obtained through the Company's website is marked as a trial or evaluation ("Trial License") and granted for free, it will last until the end of the trial period as indicated on the Company's website or terminated by the Company at its sole discretion. The Licensee is discouraged from distributing the Licensee Application into a production environment using a Trial License. All rights not expressly granted herein are reserved by the Company. Any use of the Software outside the conditions set forth herein is strictly prohibited and will be deemed a breach of this Agreement resulting in immediate termination of your License.

Restrictions

Except as expressly provided for herein, the Licensee may not, and may not enable others to:

- modify, create derivative works of, reverse engineer, reverse compile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, techniques, or algorithms in the Software or the Company's current or future products and services (collectively, the "Company Products"), except as and only to the extent any foregoing restriction is prohibited by applicable law or permitted by applicable law notwithstanding the foregoing restriction, or to the extent as may be permitted by licensing terms governing use of any open source software components included within the SDK;
- distribute, sell, resell, lease, rent, lend, offer on a service bureau basis or sublicense any part
 of the Software to any third party except as expressly provided herein and as necessary to
 distribute the Application;
- remove, obscure, or alter any proprietary rights or confidentiality notices within the Software:
- create an Application or other software that prevent or degrade the interaction of applications developed by others with the Software or the Company Products; or
- use the Software to create, develop or use any program or software which: (a) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (b) limit the functionality of any other software or hardware; or (c) when used in the manner in which it is intended, violates







any material law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti discrimination or false advertising).

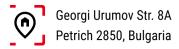
The Licensee may use the Software solely in connection with Company's current and future products and services and may not use the Software with the products and services of any direct competitor of Company.

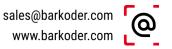
Confidentiality

The Licensee agrees to maintain the confidentiality of any proprietary information received during, or prior to entering into, this Agreement, including, without limitation, the Software, that the Licensee should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information") for a period of five (5) years after the termination of this Agreement. The Licensee shall keep secret and hold as strictly confidential all Confidential Information of the Company and shall not sell, transfer, rent, use, disclose or otherwise make available, without the Company's prior written consent, any of the Confidential Information of the Company to any person, except its employees and consultants to whom such information must be provided to carry out the purpose and intent of this Agreement, and who have agreed in writing to be bound by terms of confidentiality no less restrictive than those contained in this clause. This section shall not apply to any publicly available or independently developed information. The Licensee agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The Licensee shall protect the secrecy of and avoid disclosure and unauthorized use of the Company's Confidential Information to the same degree that the Licensee takes to protect its own Confidential Information and in no event less than reasonable care.

Ownership and intellectual property rights

The Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of the Company and its Licensors. Company and its Licensors reserve all rights in and to the Software not expressly granted to the Licensee in this Agreement. The Software (and all copies thereof) is licensed to you the Licensee, not sold, under this Agreement. All suggestions or feedback provided by the Licensee to the Company with respect to the Software shall be Company's property. Company may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to the Licensee. The Licensee agrees that all copies of the items in the Software, reproduced for any reason by the Licensee, contain the same







copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by Company in the Software. Company and/or its Licensors retain title and ownership of the items in the Software, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. This Agreement does not grant the Licensee any rights to access, use or disclosure of the original source code. All techniques, algorithms, and procedures contained in the Software and any documentation thereto related is the Company's or its Licensors' sole property.

The Licensee shall have no rights in or to the Software other than the limited, non-exclusive and non-transferable right to use the Software solely in accordance with this Agreement.

Consent to Use of Data

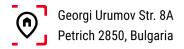
The Licensee agrees that the Company may collect and use technical data and related information—including but not limited to technical information about its devices, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to the Licensee (if any) related to the Software. The Company may use this information to improve its products and services or to provide services or technologies to the Licensee.

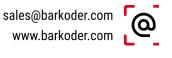
Indemnification

The Licensee agrees to defend, indemnify and hold harmless Company, and any of its directors, officers, employees, affiliates, agents or Licensors, from and against any and all claims, losses, damages, liabilities and other expenses (including attorneys' fees), arising from the Licensee's use, modification and distribution of the Software or breach of this Agreement.

Term and Termination

This Agreement shall continue as long as the Licensee is in compliance with the terms specified herein or until otherwise terminated. The Licensee and Company may terminate this Agreement for any reason at any time. The Licensee agrees, upon termination, to destroy all copies of the Software within its possession or control and to ceasing all use, copying, storage, transmission, integration, distribution, public display and performance of the Software. License fees paid are non-refundable. This Agreement shall terminate immediately upon notice from Company if the Licensee fails to comply with any provision contained herein or if the funds paid for the license are returned as insufficient or are not received, and such failure or breach is not cured within fifteen (15) days of such notice. Upon termination, the Licensee







must destroy the Software and all copies (in part and in whole, including modified copies, if any) in its possession or control and remove the Software from all computers and/or servers in its possession or control. All restrictions prohibiting the Licensee to use the Software and intellectual property provisions relating to the Software to the benefit of the Company shall survive the termination of this Agreement.

Termination due to legal concerns

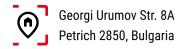
Company may terminate this Agreement immediately at any time upon notice and without opportunity to cure or penalty in the event (a) the Licensee's Application infringe upon or violate any third person's intellectual property rights or other proprietary rights; or (b) Company reasonably believes that any element of the Licensee's Application violates any applicable law, rule or regulation.

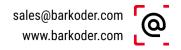
NO WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY AND ITS AFFILIATES AND LICENSORS MAKE, AND THE LICENSEE RECEIVES, NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH THE LICENSEE. COMPANY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. COMPANY MAKES NO WARRANTY WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE AND DOCUMENTATION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES AND LICENSORS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED \$10 USD IN THE AGGREGATE. IN NO EVENT WILL COMPANY OR ITS AFFILIATES AND LICENSORS BE LIABLE IN ANY WAY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER COMPANY OR ITS AFFILIATES AND LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Some jurisdictions do not permit limitations of liability for incidental or consequential damages, so the above exclusions may not apply to you.







Company is in full compliance with EU GDPR provisions, US PII encapsulated in California Consumer Privacy Act and Nevada privacy law. To learn more about the use of personal data processing policy, the Licensee may refer to the privacy policy of the Software published on https://barkoder.com/privacy-policy.

Interruption and force majeure

To ensure the best possible service level, the Company reserves the right to interrupt the functioning of the Software for maintenance, system updates or any other changes, informing the Licensee appropriately. Within the limits of law, the Company may also decide to temporarily suspend or terminate the Software service altogether. If the Software service is terminated, the Company will cooperate with the Licensee to enable the Licensee to withdraw personal data or information in accordance with applicable law. Additionally, the Software might not be available due to reasons outside the Company's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

Severability

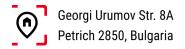
Should any provision of this Agreement be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Survival

Notwithstanding termination of this Agreement, the Licensee shall continue to be bound by the provisions of this Agreement that by their nature shall survive such termination, including without limitation provisions relating to warranties, indemnification, limitation of liability, confidentiality, and intellectual property.

Changes to the Agreement

The Company reserves the right to amend or otherwise modify this Agreement at any time. In such cases, the Company will appropriately inform the Licensee of these changes. Such changes will only







affect the relationship with the Licensee for the future. The continued use of the Software will signify the Licensee's acceptance of the revised Agreement. If the Licensee does not wish to be bound by the changes, the Licensee must stop using the Software. Failure to accept the revised Agreement, will entitle either party to terminate the Agreement. The applicable previous version will govern the relationship prior to the Licensee's acceptance. The Licensee can obtain any previous version from the Company. If required by applicable law, the Company will specify the date by which the modified Agreement will enter into force.

Applicable Law

This Agreement and all other specific and additional terms which govern the Licensee's use of and access to the Software will be governed by and construed in accordance with the laws of the Republic of Bulgaria.

All disputes, arising from this Agreement or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this Agreement or its adaptation to newly established facts, shall be referred for final resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in compliance with its Rules for Litigations, based on arbitration agreements.

The place of arbitration shall be Sofia, Republic of Bulgaria.

