

BarKoder Software Development Kit — End User License Agreement

BarKoder Software Development Kit (Barkoder Mobile SDK) is provided by:

Placeholder EOOD
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- 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
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You 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.

You agree to maintain the confidentiality of any proprietary information received by You during, or prior to entering into, this Agreement, including, without limitation, the Software, that You 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. You 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. You agree not to use said Confidential Information for any purpose except as necessary to fulfil your obligations and exercise your rights under this Agreement. You shall protect the secrecy of and avoid disclosure and unauthorized use of the Company's Confidential Information to the same degree that you take to protect your own confidential information and in no event less than reasonable care.

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Consent to Use of Data.

You agree that Company may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. Company may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

Indemnification.

You agree to defend, indemnify and hold harmless Company, and any of its directors, officers, employees, affiliates or agents, from and against any and all claims, losses, damages, liabilities and other

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Company may terminate this Agreement immediately at any time upon notice and without opportunity to cure or penalty in the event (a) your 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 your Application violates any applicable law, rule or regulation.

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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

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Privacy policy

We are in full compliancy to 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, You may refer to the privacy policy of 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 Software for maintenance, system updates or any other changes, informing You appropriately. Within the limits of law, the Company may also decide to temporally suspend or terminate the Software service altogether. If the Software service is terminated, the Company will cooperate with You to enable 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 EULA 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, you 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 EULA.

The Company reserves the right to amend or otherwise modify EULA at any time. In such cases, the Company will appropriately inform You of these changes. Such changes will only affect the relationship with You for the future. The continued use of the Service will signify Yours's acceptance of the revised EULA. If you do not wish to be bound by the changes, you must stop using the Software. Failure to accept the revised EULA, will entitle either party to terminate the Agreement. The applicable previous

version will govern the relationship prior to Yours' acceptance. You can obtain any previous version from the Company. If required by applicable law, the Company will specify the date by which the modified EULA will enter into force.

Applicable Law.

This Agreement and all other specific and additional terms which govern your 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 contract 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 contract 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.