barKoder Software Development Kit

End User License Agreement

Version 2.0 · Last updated October 27, 2026

This End User License Agreement (“EULA”) is a legal agreement between You as the licensee (either an individual, a legal entity or any affiliated companies or other entities) hereinafter referred to as (“Licensee“ or “Customer“) and barKoder Ltd. (barKoder OOD), UIC 206578123, a limited liability company whose principal place of business is at 16 Lyuben Karavelov Street, ap. 2, Sofia, Bulgaria, hereinafter referred to as (“Licensor“ or “barKoder“).

This EULA may be accepted by manual or electronic signature or through an electronic system specified by barKoder. In the electronic system, You may be prompted to accept these terms by clicking a button. By clicking the button, using the Product or by authorising Your employee or agent to do any of the foregoing, You acknowledge that you have read, understood and accepted this EULA. You further agree to be bound by this EULA through Your use of the Product, or Your express agreement to this EULA. Furthermore, You confirm that You have or have been granted the authority to bind Your company to such an agreement.

If You do not have the authority to enter into this EULA or You do not agree with its terms, do not use the Product. In that event, do not download, install or use the Product.

1. DEFINITIONS

In this agreement, the following definitions apply:

“Account Data”, “License Data” and “Scanned Data” have the meanings given in Section 10.1.3.

“Customer” means the legal entity or individual licensing the Product under this EULA.

“Documentation” means user documentation provided by barKoder for Software, in print, online, embedded as part of a help function, or in license files, “read me” files, header files, or similar files. Documentation includes general specifications, technical specifications, API information and instructions for use.

“Developer Portal” means the web-based application environment accessible via https://barkoder.com/dashboard, which serves as the primary user interface for accessing, managing, and interacting with the Software and related services offered by barKoder. The Developer Portal includes, without limitation, access to the dashboard, license management (including issuance and activation of trial and production licenses), the documentation repository, the ticket-based support system, as well as any other modules, components or resources made available by barKoder through such environment. Use of the Developer Portal requires prior registration and authentication via https://barkoder.com/login. The Developer Portal forms an integral part of the Product and is governed by the terms of this EULA.

“Effective Date” means the date this EULA is electronically accepted or click-accepted or, if signed in hard copy by Customer, the date of last signature, or in the absence of any of the forgoing, this EULA shall be effective from the date an Order is placed by Customer.

“License Term” means the time during which Customer has been granted a license to use the Product.

“Order” means a transactional document (such as an order form, statement of work (SOW), customer quote, customer confirmation, or purchase order, or an online checkout or subscription in the Developer Portal) that incorporates the terms of this EULA and is agreed between barKoder and Customer.

“Product” means individually or collectively as appropriate, Software and Documentation.

“Software” means the machine-readable version of the software development kit (SDK) developed and distributed by barKoder and licensed by barKoder to Customer hereunder. The Software includes associated APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

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2. LICENSE TERMS AND PROPRIETARY RIGHTS

2.1. License Grant

This Software is licensed, not sold. Subject to the terms of this EULA as well as the payment of all applicable license fees for the term of such license, barKoder hereby grants to Customer a limited, worldwide, non-exclusive, non-transferable and non-sublicensable license to integrate, use, copy, store and transmit the Software in order to integrate the Software into the Customer’s applications and distribute the Software as part of the Customer’s applications as set out in the applicable Order(s). The Product is the trade secret of barKoder or its licensors.

2.2. No Other Obligations; No Intellectual Property Assignment; Reservation of Rights

2.2.1. For avoidance of doubt, Customer may not use the Product for any purpose or in any way, not expressly permitted by this EULA. This EULA creates no obligations on the part of barKoder other than as specifically set forth herein.

2.2.2. barKoder reserves all rights not expressly granted to the Customer in this EULA. barKoder owns all rights, title and interest in and to the Product, including all modifications, updates and enhancements of it, and in aggregated License Data that does not identify Customer or any individual, and nothing in this EULA will constitute a transfer of any such IP rights and/or other rights to the Customer. Customer retains all rights, title and interest in and to its applications (excluding the Software embedded in them) and in all Scanned Data and other data processed by the Software within Customer’s applications. barKoder retains all right title and interest in and to the Product and all IP rights relating to the Software, except as expressly granted to the Customer under this EULA.

2.2.3. Customer shall notify barKoder promptly of any breach or suspected breach of this EULA and further agrees that it will, at barKoder’s request, assist barKoder in efforts to preserve barKoder’s intellectual property rights, including pursuing action against any breaching third parties.

2.3. License Restrictions

As a condition of the license granted in section 2.1. Customer shall not: (a) distribute, publish, sublicense, resell, lease, transfer or otherwise allow use of or make available the Product for the benefit of any third party, except as otherwise expressly provided in this EULA and/or by written approval of barKoder, (b) create derivative works based on the Product, attempt to derive source code from or otherwise alter the Software, or cause or permit others to do so, (c) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Product or any portion thereof to a human-readable form, (d) access the Product in order to build a competitive product or service or for comparative analysis, or cause or permit others to do so, (e) access the Product in order to infringe or misappropriate any IP included in the Product, (f) release, publish, and/or otherwise make available to any third party the results of any performance, functional or security evaluation of the Product or any portion thereof without the prior written approval of barKoder, (g) alter, remove or hide any proprietary notices or legends contained on or in the Product or any portion thereof, and (h) use the Product in violation of any applicable law, regulation or rule.

2.4. Product Enhancements And Derivative Works

2.4.1. Customer shall acquire no ownership rights in the Product, Software enhancements or derivative works based thereon or any intellectual property deemed to be owned by barKoder as a result of this EULA. Customer shall, at any time requested by barKoder, whether during or subsequent to the term hereof, disclaim in writing

any such property interest or ownership in the Product.

2.4.2. Customer's applications, and Customer's source code that calls or integrates the Software through its documented APIs, are not derivative works of the Product and remain the property of Customer. Any modification, translation or adaptation of the Software itself made in breach of Section 2.3 is owned by barKoder, and Customer hereby assigns to barKoder all rights in any such modification.

2.4.3. In the event that the Customer, its employees or contractors have any rights (including any moral rights) associated with modifications assigned under Section 2.4.2, that cannot be assigned to barKoder, the customer hereby unconditionally and irrevocably waives the enforcement of all such rights and all claims and causes of action of any kind with respect to any of the foregoing against barKoder, its successors or assigns, and agrees to procure a waiver of such rights from any holders of such rights and consents to any action of barKoder, its successors or assigns that would otherwise violate such rights in the absence of such waiver.

2.4.4. Feedback. If Customer provides suggestions, ideas or other feedback concerning the Product ("Feedback"), Customer grants barKoder a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate the Feedback into barKoder's products and services. Feedback does not include, and this license does not extend to, Customer's source code, Customer's Confidential Information, personal data or Scanned Data.

2.5. Order And Delivery

Upon processing of the applicable order, barKoder shall make available the Product to the Customer. Unless otherwise set forth in the order, delivery of the Product occurs when barKoder makes the Product available to Customer via manual or electronic signature or through an electronic system specified by barKoder.

2.6. Third-Party And Open-Source Software

The Product may contain open-source software and/or software owned by third parties as identified in the documentation. Third-party software may be licensed by third parties under separate terms.

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3. LICENSE KEY

3.1. Where the Software is protected by a lock, it may not be used or accessed except in conjunction with a valid software key code ("License Key") issued by barKoder or its authorized reseller, either directly to the Licensee or to another person acting on the Licensee's behalf.

3.2. The License Key shall be used solely in conjunction with the specific Software for which it was provided. At barKoder's sole discretion, the License Key may be delivered prior to receipt of any applicable license fees; however, the Licensee shall remain fully responsible for remitting such fees in accordance with the applicable licensing terms.

3.3. All risk of loss or damage to the physical or digital media containing the Software and/or License Key shall transfer to the Licensee upon delivery.

3.4. In the event of a lost, stolen, or destroyed License Key, any decision to issue a replacement shall be made by barKoder at its sole discretion. Prior to any replacement being issued, the Licensee shall: (a) Submit a statutory declaration affirming that the Software or License Key in question has been permanently lost or destroyed, that no copy has been retained in any form, and that such item has not been incorporated into any other software or system owned, operated, or controlled by the Licensee; and (b) Comply with any additional requirements or directives issued by barKoder in connection with the replacement process.

3.5. Where applicable as per Section 4 above, the License Key may be rendered inoperable, with or without prior notice, upon expiration of the trial period or upon termination of any limited-duration license granted to the Licensee.

3.6. Notwithstanding anything to the contrary in this EULA, any person who accesses or downloads the Software without first obtaining a valid License Key from barKoder or an authorized reseller may deploy the Software solely for the purpose of limited testing or interface evaluation. However, in such unlicensed mode, the Software shall automatically obfuscate, mask, or otherwise distort the output of any scanning functionality, such that the resulting data is incomplete, anonymized, or rendered unintelligible and unsuitable for production or commercial use.

3.7. The License Key shall be treated as strictly confidential information. The Licensee shall implement appropriate technical and organizational measures to prevent unauthorized disclosure, duplication, distribution, or use of the License Key. The Licensee shall not share, publish, disclose, sublicense, or transfer the License Key to any third party, except as expressly authorized in writing by barKoder. Any unauthorized use or disclosure of the License Key shall constitute a material breach of this Agreement and may result in immediate termination of the license and other legal remedies available to barKoder.

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4. TRIAL LICENSE

4.1. Access to barKoder Portal

Upon successful registration and authentication on barKoder's website, the Customer is granted access to the web-based application barKoder Portal. Within the dashboard interface, the Customer may select between initiating a trial license through a self-service mechanism or requesting a production license.

Access to the Software under a free test period shall terminate upon the earliest occurrence of: (a) expiration of the free test period, (b) the Customer's submission of a paid order for the corresponding Product, or (c) termination by either party in accordance with the provisions of this EULA.

Upon expiration of the trial license, the Customer may submit a request for renewal, which shall be subject to barKoder's review and approval. As a condition for renewal, barKoder may require the Customer to complete a brief product feedback survey concerning the Customer's experience with the Software.

4.2. Trial License Grant

Subject to the terms and conditions of this EULA, barKoder grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable license for the duration of the designated free test period. This license is granted solely for testing, evaluation and internal development of a test implementation of Customer's application. Use of the Software under a trial license in production, commercial or operational environments, or for the benefit of third parties, is not permitted without barKoder's prior written approval. Any such use, whether approved or not, is at Customer's sole risk and without any warranty, guarantee or support obligation on the part of barKoder.

Such trial license is limited in scope and is issued with a fixed expiration period of thirty (30) calendar days from the date of activation. Unless otherwise approved in writing by barKoder, use under a trial license is restricted to a maximum of twenty-five (25) devices.

Under this trial license, the Customer is authorized to integrate, use, copy, store, and transmit the Software as part of a test implementation of the Customer's software application when evaluating a Software.

4.3. No Warranty; Trial Use Only

BARKODER DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE UNDER A TRIAL LICENSE, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, BUSINESS INTERRUPTION, OR PERFORMANCE ISSUES. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND.

4.4. Export Compliance for Trial Use

For clarity, the Software made available under a trial license is subject to the same export control regulations and restrictions as fully licensed versions, and may not be exported, re-exported, or used in violation of applicable export laws and regulations.

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5. WARRANTIES AND DISCLAIMERS

5.1. Limited Warranty

5.1.1. barKoder warrants that the Software will provide the material features and functions described in the Documentation.

5.1.2. barKoder represents that it is unaware of any third-party patent or other intellectual property right that would be infringed by the use of the Product, as contemplated by this EULA.

5.1.3. Notwithstanding any other term of this EULA, barKoder's sole and exclusive warranty and obligations are outlined in this Section 5. The Customer shall not make any warranty commitment, whether oral or written, on barKoder's behalf. Customer shall indemnify barKoder against any and all warranties made in addition to barKoder's standard warranty and for any misrepresentation of barKoder's reputation or Product.

5.2. Warranty Restrictions

Any limited warranties provided by barKoder in favor of the Customer in this EULA will not apply and will become null and void if (a) Customer breaches any material provision of this EULA, (b) Product has been modified or altered, except by barKoder or previously approved by barKoder with a written notice, (c) Product has not been installed, operated, maintained, repaired, used in accordance with instructions made available by barKoder, (d) Product has been misused or negligently handled or operated, and (e) Product has been provided at no charge.

5.3. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY BARKODER, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. BARKODER HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS OR OTHER TERMS (WHETHER STATUTORY, EXPRESS, OR IMPLIED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, OR TERM (a) OF REASONABLE CARE AND SKILL, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, OR SYSTEM INTEGRATION, OR (b) ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN THE INDUSTRY. BARKODER MAKES NO WARRANTIES THAT THE FUNCTIONS PERFORMED IN RESPECT OF THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. REPRESENTATIONS ABOUT THE PRODUCTS, OR ITS FUNCTIONALITY, IN ANY COMMUNICATION WITH THE CUSTOMER CONSTITUTE TECHNICAL INFORMATION, NOT A WARRANTY.

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6. INDEMNIFICATION

6.1. Third-Party Claims

Customer acknowledges that barKoder does not control Customer's processes or the creation, sale, validation or use of Customer's products and software services that display, run, access, or otherwise interact with the Product. barKoder will not be liable for any claim or demand made against Customer by any third party, except for barKoder's obligations to indemnify Customer against infringement claims as expressly set forth herein.

6.2. General Indemnification

Customer shall defend, indemnify and hold barKoder, its affiliates and their respective officers, directors, employees, agents, contractors, consultants, successors, and assigns harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including attorney's fees and expenses) arising from or in connection with each actual or threatened claim if such claim is based on or arises out of, in whole or in part, any (a) breach (or alleged breach) by the Customer of the terms of Section 2, (b) noncompliance by the Customer with applicable data protection laws, (c) violation of laws, regulations, or rights of others by Customer's use or misuse of the Product.

6.3. Intellectual Property Infringement Indemnity

6.3.1. Infringement Claim Indemnity. barKoder shall defend and indemnify, at its expense, any action brought against Customer to the extent that it is based on a claim that the Product infringes any copyright, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives barKoder: (a) prompt written notice of the claim, (b) all reasonable assistance and requested information related to the claim, and (c) sole authority to defend or settle the claim. barKoder will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which shall not be unreasonably withheld.

6.3.2. Injunction. If a permanent injunction is obtained against Customer's use of the Product, barKoder will provide for Customer the right to continue using the Product or will replace or modify the Product to become non-infringing. If such remedies are not reasonably available, barKoder will refund the fees paid for the enjoined Product for the remainder of the license term and accept the return of the Product.

6.3.3. Exclusions. Notwithstanding anything to the contrary herein, barKoder shall not have any liability or indemnification obligation to Customer to the extent that an infringement claim arises out of (a) use of a prior version of the Product to the extent that a current version is non-infringing, (b) failure to use a patch, correction or new version of the Product offered by barKoder, (c) use of the Product provided free of charge, (d) use of the Product that is designated as retired or not generally supported as of the date of the order, (e) any modification, adjustment or configuration of the Product not made by barKoder or previously approved by barKoder, or (f) assistance, instructions and/or specifications provided by Customer.

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7. LIMITATION OF LIABILITY

7.1. THE ENTIRE, COLLECTIVE LIABILITY OF BARKODER, ITS AFFILIATES, BARKODER'S LICENSORS, AND THEIR REPRESENTATIVES, FOR ALL CLAIMS AND DAMAGES RELATED IN ANY WAY TO THIS EULA, IN THE AGGREGATE AND REGARDLESS OF THE FORM OF ACTION (WHETHER BASED IN CONTRACT, STATUTE, TORT, INCLUDING NEGLIGENCE OR OTHERWISE), WILL BE LIMITED TO THE AMOUNT PAID TO BARKODER FOR THE PRODUCT LICENSE THAT GAVE RISE TO THE CLAIM. IN NO EVENT WILL BARKODER, ITS AFFILIATES, BARKODER'S LICENSORS, AND THEIR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF PRODUCTION, INTERRUPTION OF OPERATIONS, LOST DATA OR PROFITS, OR FOR LOSS OF USE, LOSS OF BUSINESS INFORMATION, LOSS OF REVENUE, OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE. FOR THE PRODUCT PROVIDED AT NO CHARGE, BARKODER, ITS AFFILIATES, BARKODER'S LICENSORS, AND THEIR REPRESENTATIVES, SHALL HAVE NO LIABILITY WHATSOEVER.

7.2. Nothing in this EULA excludes or limits either party's liability for fraud or fraudulent misrepresentation, wilful misconduct or gross negligence, death or personal injury caused by negligence, or any other liability that cannot be excluded or limited under applicable law.

7.3. The limitations in Section 7.1 do not apply to Customer's payment obligations, to Customer's breach of Section 2 (License Terms and Proprietary Rights) or Section 3.7 (License Key confidentiality), or to either party's indemnification obligations under Section 6.

8. SUPPORT AND MAINTENANCE

barKoder will provide support and maintenance services through its ticketing support system via the Developer Portal on the barKoder's website. These services include troubleshooting in an unlimited fashion for all issues related to the Software, as well as access to all updates and upgrades, major and minor, during the subscription period. barKoder will do its best to provide a response within 48 hours of an issue being reported, while the service time may vary depending on the severity of the issue itself and the willingness of the Licensee to provide as many details as possible upon barKoder's request in order to ensure effective troubleshooting. barKoder reserves the right to amend and modify its technical support policies and annual maintenance plan from time to time, at its sole discretion.

9. UPDATE POLICY

barKoder may, from time to time, develop and make available updated or upgraded versions of the Product, or offer supplementary components (collectively, "Enhancements"). However, barKoder shall have no obligation to supply any such Enhancements to the Licensee unless a valid and active maintenance agreement exists between the Licensee and barKoder.

Where the Licensee is entitled to receive Enhancements, such Enhancements shall be governed by the terms and conditions of this EULA, as modified or updated at the time of delivery of such Enhancements. Any rights granted to the Licensee under this EULA in relation to the Product shall automatically extend to such Enhancements, unless expressly stated otherwise in writing by barKoder.

Where entitled, the Licensee is strongly encouraged to install any provided Enhancements in order to benefit from new features, security improvements, performance optimizations, or defect resolutions included in such Enhancements.

Furthermore, any reference in this EULA to the Product shall be construed to include any updated, upgraded, or new versions, or add-on components of the Software, as provided by barKoder or its authorized reseller, unless otherwise stated.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1.1. Confidential Information. "Confidential Information" means all information disclosed by one party to the other under this EULA that is marked as confidential or the confidential nature of which is evident to a reasonable person. barKoder Confidential Information includes the Product, all Software source code, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent therein (collectively "Technology") and any information Customer derives from benchmarking the Technology. During the performance of this EULA, each party (the "Receiving Party") will be provided and exposed to Confidential Information of the other party (the "Disclosing Party"). The Receiving Party shall keep secret and hold as strictly confidential all Confidential Information of the Disclosing Party and shall not sell, transfer, rent, use, disclose or otherwise make available, without the Disclosing Party's prior written consent, any of the Confidential Information of the Disclosing Party to any person, except its employees and contractors to whom such information must be provided to carry out the purpose and intent of this EULA, and who have agreed in writing to be bound by terms of confidentiality no less restrictive than those contained in this Clause. The Receiving Party's obligations with respect to the Confidential Information of the Disclosing Party shall continue during the Term and for a period of five (5) years following termination of this EULA for any reason; PROVIDED

THAT to the extent any such Confidential Information rises to the level of a trade secret under applicable law, the Receiving Party's obligations shall continue hereunder for as long as such information constitutes a trade secret under applicable law, but in no event less than five (5) years following termination of this EULA.

10.1.2. Exclusions. The foregoing confidentiality obligations will not apply to any Confidential Information that (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this EULA; (b) becomes available to the Receiving Party from a source other than the Disclosing Party, provided that the Receiving Party has no reason to believe that such source is itself bound by a legal, contractual or fiduciary obligation of confidentiality; (c) was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party; (d) is independently developed by the Receiving Party without the use of, or reference to, the Disclosing Party's Confidential Information; or (e) is required to be disclosed by a governmental agency or law, so long as the Receiving Party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the Disclosing Party to limit the scope of such disclosure.

10.1.3. Scanned Data, License Data and Account Data.

(a) Scanned Data. The Software performs barcode decoding, OCR, document parsing and related image processing locally within Customer's application, device, browser or server environment. barKoder does not receive, collect or store images, decoded barcode content, document data or other content captured by the Software in Customer's applications ("Scanned Data"), and the Software does not transmit Scanned Data to barKoder.

(b) License Data. Where a license requires it, the Software periodically communicates with barKoder's licensing infrastructure and transmits limited technical information: the license key; application, package or bundle identifier, or domain for browser-based deployments; device or client identifier; device model; operating system or browser and its version; SDK version; IP address; number of scans; dates of first and last use; and license-validation events ("License Data"). License Data is shown to Customer in the Developer Portal (Device Usage).

(c) barKoder uses License Data solely to validate and administer licenses, enforce device and usage limits (including releasing devices that have been inactive for an extended period), prevent unauthorized use, troubleshoot licensing issues, and compile aggregated statistics that do not identify Customer's end users.

(d) Account Data. When Customer's personnel register for and use the Developer Portal, barKoder processes their account information, such as name, email address, username and authentication credentials, company, country and IP address ("Account Data"), in order to provide the Developer Portal, issue and manage licenses and provide support.

(e) barKoder processes License Data and Account Data as an independent controller in accordance with its Privacy Policy available at https://barkoder.com/privacy-policy and applicable data protection laws, including the EU General Data Protection Regulation (GDPR). Customer is the controller of any personal data processed by its applications, including Scanned Data, and is responsible for providing any notices and obtaining any consents required for its use of the Software. Because barKoder does not process Scanned Data, no data processing agreement is required between the parties in respect of Scanned Data.

10.1.4. Publicity. Where Customer holds a paid license, barKoder may identify Customer as a customer of barKoder, using Customer's name and logo, on its website, in customer lists and in other promotional materials, in accordance with any trademark usage guidelines Customer provides. Customer may withdraw this permission at any time by written notice, in which case barKoder will remove Customer's name and logo from its website within thirty (30) days and will not include them in new materials. Any case study, testimonial or quotation attributed to Customer requires Customer's prior approval.

11. TERM AND TERMINATION

11.1. Term

This EULA shall commence as of the Effective Date and shall continue for an initial term of twelve (12) months from the Effective Date ("Initial Term") or otherwise stipulated in a quote from barKoder to Customer, or in another transactional document. Unless otherwise agreed in writing, this EULA shall automatically renew for successive twelve (12) month periods (each, a “Renewal Term”), subject to the continued validity of the Customer’s payment method on file and the absence of a termination notice by either party. Either party may opt not to renew by providing written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Registered users may give such notice through the Developer Portal.

For Customers paying via credit card, renewal may be processed automatically using the stored payment method, provided that the Customer has expressly authorized such use and has not withdrawn such authorization prior to the renewal date.

For Customers paying by invoice under deferred payment terms automatic renewal shall not apply. In such cases, the renewal shall only become effective upon mutual agreement and subject to the applicable invoicing and payment terms defined between the parties.

The Initial Term and any Renewal Terms are collectively referred to as the "Term".

11.2. Suspension

barKoder may suspend or limit Customer’s access to and use of the Product, in whole or in part, immediately if (a) Customer materially breaches this EULA, or (b) barKoder reasonably concludes that the use of the Product poses a security risk to the Product, barKoder, any end user, or any third party, or subjects barKoder or any third party to liability. Customer remains responsible for (a) all fees and charges Customer has incurred through the date of suspension, and (b) any applicable fees and charges for any part of the Product to which Customer continues to have access. barKoder’s right to suspend Customer's right to access or use the Product is in addition to its right to terminate the EULA pursuant to Section 11.3. below.

11.3. Termination

11.3.1. Termination for Convenience. Customer may terminate this EULA for convenience by written notice at any time. Unless the applicable Order provides otherwise, such termination takes effect at the end of the then-current Initial Term or Renewal Term; Customer may continue to use the Product until then, and no prepaid fees are refunded.

11.3.2. Termination for Cause. In addition to any other express termination right set forth elsewhere in this EULA, this EULA may be terminated at any time (a) by barKoder, effective on written notice to Customer, if the Customer fails to complete payment for the renewal of the license within thirty (30) days following the expiration of the preceding license term, unless deferred payment terms have been expressly agreed between the parties in writing prior to the expiration thereof and the Customer remains in full compliance with such terms, (b) by either party, effective on written notice to the other party, if the other party commits a material breach of any term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so, (c) by barKoder, effective immediately, if Customer is dissolved or liquidated or takes any action for such purpose; becomes insolvent; becomes the subject of any voluntary or involuntary bankruptcy proceeding under bankruptcy or insolvency law; applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or makes a general assignment for the benefit of its creditors, and (d) by barKoder, effective immediately, if Customer is unauthorised to install or use the Product. Notwithstanding anything contained in this EULA or any order, barKoder shall have the right to immediately terminate this EULA without notice if Customer breaches Sections 2, or otherwise misuses the Product in contravention of this EULA.

11.4. Effect of Termination or Expiration

11.4.1. Upon termination or expiration of this EULA, the licenses granted automatically terminate.

11.4.2. Within thirty (30) days of termination or expiration, Customer shall cease distributing applications that include the Software, remove the Software from its development and production code bases, destroy all copies of the Software and Documentation and barKoder Confidential Information in its possession, and on request certify this in writing. Copies of Customer's applications already installed by end users before the effective date of termination may continue to be used by those end users for their remaining lifetime, but Customer shall not distribute new copies or updates that include the Software. Where the Software requires license validation, it may cease to function after termination.

11.4.3. For the avoidance of doubt, the period following the expiration of the preceding license term, as specified in Section 11.3.2(a), shall be deemed to constitute a grace period granted to the Customer solely for purposes of migrating data, exporting information, arranging alternative technical solutions, or completing payment for the applicable license renewal, if such payment has not yet been made.

During this period, barKoder shall refrain from terminating the EULA or disabling access to the Product on grounds of non-payment, unless otherwise justified by material breach unrelated to payment.

This grace period satisfies any applicable obligations under Directive (EU) 2019/770 or similar legislation requiring a reasonable opportunity for digital content users to retrieve or transfer their data prior to termination

Nothing in this clause shall be construed as extending the license term or waiving barKoder's rights under this EULA in the event that the Customer fails to make payment within the stated period.

11.4.4. Fees on termination. License fees are non-refundable, except: (a) as provided in Section 6.3.2; (b) where Customer terminates under Section 11.3.2(b) for barKoder's uncured material breach, in which case barKoder will refund the prepaid fees attributable to the remainder of the then-current term; or (c) where a refund is required by mandatory law. On any termination, Customer shall pay all fees accrued up to the effective date of termination. Where barKoder terminates under Section 11.3.2 for Customer's breach, all fees for the remainder of the then-current term under any Order become immediately due. Nothing in this EULA limits any statutory right of a consumer that cannot be excluded by agreement.

11.5. Survival

The provisions of Sections 2.2, 2.4, 3.3, 4, 5, 6, 7, 8, 10.1, 11.4, 12.1, 12.2, 12.3, 12.10, 12.12 and any other provisions which by their nature are intended to survive termination, shall survive cancellation, termination or expiration of this EULA.

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12. GENERAL PROVISIONS

12.1. Governing Law and Jurisdiction

This EULA and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Republic of Bulgaria, excluding its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

All disputes, arising from this EULA 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 EULA or its adaptation to newly established facts, shall be referred for 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. The language of the arbitration shall be English.

12.2. Audit

The Licensee shall make all relevant records available for review by barKoder or its authorized representatives during the Licensee's regular business hours, upon reasonable prior written notice, in order to enable barKoder to verify the Licensee's compliance with the terms and conditions of this EULA. Upon request by barKoder or its authorized representative, the Licensee shall promptly prepare and deliver a written certification confirming that the use of the Product by the Licensee and its personnel is in full compliance with the terms of this EULA.

barKoder reserves the right to conduct, upon reasonable written notice and during regular business hours, an inspection of the Licensee's use of the Product to assess compliance with the terms of this EULA. In the event such review or inspection reveals unlicensed or non-compliant use of the Product, or any underpayment of applicable fees contractually owed to barKoder, the Licensee shall: (a) promptly remit the appropriate fees reflecting the actual scope of use or any outstanding amounts due, and (b) reimburse barKoder for all reasonable costs incurred in connection with the audit or inspection.

12.3. Export Compliance

The Licensee shall comply with all applicable sanctions, embargoes, and (re)-export control laws, and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

The export of the Product may be subject to export control laws and regulations, including but not limited to the United States Export Administration Act and its implementing regulations, as well as European Union Regulation (EC) No 428/2009 governing the export of dual-use items, including cryptographic software and technologies.

It shall be the sole responsibility of the Licensee to determine the applicability of, and ensure compliance with, any such laws or regulations governing the export, re-export, or transfer of the Product by the Licensee or its representatives. This includes, without limitation, obtaining any required licenses, authorizations, or governmental approvals, and making all necessary declarations to relevant authorities.

The Product shall not be exported, re-exported, transferred, or disclosed in violation of any applicable Export Regulations. In the event of any breach of such Export Regulations by the Licensee or its representatives, barKoder shall be indemnified and held harmless from and against any and all claims, liabilities, damages, penalties, losses, costs, or expenses, including those asserted or imposed by governmental or international authorities or third parties, arising from or relating to such violation.

12.4. U.S. Government Rights

In complement to what is stated in Section 2.3 "License Restrictions" above:

The Product is a "Commercial Item(s)," as that term is 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. § 222.7202-1 through § 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. The manufacturer is barKoder.

12.5. Severability; Waiver

The invalidity or unenforceability of any provision of this EULA shall not affect the validity or enforceability of any other provision of this EULA. No failure or delay in exercising any right under this EULA operates as a waiver of it.

12.6. Headings

Headings used in this EULA are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section or in any way affect this EULA.

12.7. Assignment

This EULA will inure to the benefit of and will be binding upon the Customer and barKoder and their respective successors and assigns. Neither party may assign or transfer this EULA or any interest therein, including in the case of the Customer by merger, operation of law or change of control, without the express prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, barKoder may assign this EULA, without Customer's consent, to an affiliate or to a successor in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of the business or assets to which this EULA relates, on written notice to Customer.

12.8. Notices

Notices under this EULA shall be in writing and sent: (a) to Customer, to the address in the applicable Order or, if none, to the email address associated with Customer's Developer Portal account; and (b) to barKoder, to contact@barkoder.com, with a copy to barKoder's registered address stated above. Notices sent by email are deemed received on the next business day after sending, unless an automated delivery-failure message is received. Operational communications, such as license expiry reminders, may also be given through the Developer Portal.

12.9. Force Majeure

Except for obligation for payment properly due, neither party shall be responsible for any delay or failure to perform when its failure results from any of the following cause: Acts of God or public enemies, coronavirus or other global or local pandemics, civil war, insurrection or riot, fire, flood, acts of terrorism, explosion, earthquake, industry-wide strike ("Force Majeure Event") and the time for performance of obligations by the party subject to such event will be extended for the duration of such event. The parties will consult with the object of reaching agreement as to how such cause or consequence may be overcome or alleviated. If any Force Majeure Event prevails for a period of forty-five (45) days or more, such that the affected party is prevented from substantially performing its obligations, then either party may terminate this EULA by written notice to the other without liability for such termination. All payments and/or license fees outstanding at the date of termination remain due and payable.

12.10. Third parties

Except for the indemnified persons under Section 6.2, no person other than the parties has any right to enforce any term of this EULA.

12.11. Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, communications, and agreements, whether oral or written, relating to such subject matter.

barKoder may update this EULA from time to time by publishing a new version, with its version number and effective date, at https://barkoder.com/eula. An updated EULA applies to new licenses and Orders from its effective date, and to existing licenses from the start of their next Renewal Term. Changes required by law or made for security reasons may apply earlier. barKoder will inform registered users of material changes through the Developer Portal or in renewal communications. Trial and free licenses are subject to the version in effect at the time of use.

No modification, amendment, or waiver of any provision of this EULA by the Customer shall be binding unless made in writing and signed by an authorized representative of barKoder.

12.12. Order of Precedence

In the event of a conflict, the following order applies: (a) a signed Order, solely for the transaction it covers; (b) this EULA; (c) the barKoder Terms of Use. The barKoder Privacy Policy describes barKoder's processing of personal data and is not modified by this EULA, except that Section 10.1.3 describes the data processed by the Software.