

END-USER LICENSE AGREEMENT (EULA)

End-User License Agreement for rf IDEAS™ software and hardware, including, but not limited to pcProx®, pcProxPlus®, pcSwipe®, WAVE ID®, Configuration Utility, Proximity Activated Readers, Software Developer's Kit ("SDK"), and Proximity Reader DLLs, Remote Reader Management (RRM) Tools, Mobile Application Source Code and associated SDKs, and Protocol(s) (each referenced herein as a "Product").

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or single entity, hereinafter "You") and rf IDEAS, Inc. ("rf IDEAS") with which you acquired the rf IDEAS Product. The Product includes, but is not limited to computer software, firmware, the associated media, any printed materials, any support tools, and any "online" or electronic documentation.

By (i) clicking accept or acknowledging this EULA or (ii) installing, copying, downloading, or otherwise using the Product, you agree to be bound to 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 the return of the unused Product.

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:

- 1.1. General License Grant. Subject to and conditioned upon your strict compliance with all terms and conditions set forth in this EULA, rf IDEAS grants to you as an individual or single entity, a nonexclusive license to make and use copies of the Product for the sole purposes of designing, developing, and testing the software application products developed by you using the Product ("Licensed Product(s)"). Notwithstanding anything in the foregoing, you may install copies of the Product on an unlimited number of computers provided only you or authorized individuals within your entity use the Product. Any Product licensed to a single entity shall only be shared with individuals employed by that entity on a need-to-know basis.
- 1.2. Software. You may install and use one (1) copy of the software within the Product on the machine used for the Licensed Products.
- 1.3. Network Services. If the Product includes functionality that enables Licensed Products 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 Product.
- 1.4. Storage/Network Use. You may store or install a copy of the underlying software of the Product on a computer to allow your other computers to use the Product over an internal network and distribute the Product to your other computers over an internal network. A single license for the Product may not be shared or used concurrently by other end users.

- 1.5. Documentation. This EULA grants you, a nonexclusive, terminable, non-transferable (except in accordance with this EULA) and non-sublicensable, limited license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for purposes in accordance with this EULA 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 underlying 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.
- 1.6. Example Code and Dynamic Link Libraries. rf IDEAS grants you the right to use and modify the source code version of those portions of the underlying software identified as "examples" in the software ("Example Code"), as well as the Dynamic Link Libraries ("DLL") for the sole purposes of designing, developing, and testing your software product(s), and to reproduce and distribute the DLL and Example Code, along with any modifications of the Example Code, only in object code form.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- 2.1. Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent 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 of the protocol(s) defined within the Product for use without or outside of a Product. Except where otherwise provided in this EULA or explicitly provided for by rf IDEAS in writing, you may not (i) modify, adapt or create derivative works of the Product; (ii) make the functionality of the Product available to third parties, whether as an application or service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis; (iii) use any Product that is licensed for a specific device, whether physical or virtual, with another device; or (iv) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Product.

3. REDISTRIBUTABLE CODE.

- 3.1. If you are authorized and choose to redistribute Example Code and DLL ("Redistributables"), you agree to (i) distribute the Redistributables in object code only, in conjunction with, and as part of a software application product developed by you using the Product accompanying this EULA that adds significant and primary functionality to the Licensed Product; (ii) not use rf IDEAS' name, logo, or trademarks to market the Licensed Product without the express written permission of rf IDEAS; and (iii) include a valid copyright notice on the Licensed Product.
- 3.2. You also agree not to permit further distribution of the Redistributables by your end users except: (i) you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors agree to 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 (ii) in the manner described in Section 1.6.

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.

5. SOFTWARE TRANSFER.

You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the device used for the Licensed Product, 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.

6. TERM AND TERMINATION.

6.1. The grant of license described in Section 1 above will continue to apply, subject to the terms of this EULA, until terminated by either your or rf IDEAS as set forth below.

6.2. If you want to terminate this EULA, you may do so by ceasing your use of the Product and any relevant developer credentials.

6.3. rf IDEAS may, at any time, terminate this EULA if: (i) you have breached any provision of this EULA; (ii) rf IDEAS is required to do so by law; (iii) rf IDEAS decides to no longer provide the Product or certain parts of the Product to users in the country in which you are a resident or from which you use the service, or the provision of the Product, or certain Product services to you by rf IDEAS, or if in the sole discretion of rf IDEAS, is no longer commercially viable; or (iv) in its sole discretion and at its convenience, without cause, rf IDEAS decides to terminate this EULA.

6.4. When the license comes to an end, you must destroy all copies of the underlying software and all of its component parts.

6.5. 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 Section 15 shall continue to apply to such rights, obligations and liabilities indefinitely.

7. UPGRADES.

If the Product contains an upgrade of the underlying software, you may use that upgraded Product only in accordance with this EULA. If the Product is an upgrade of a component of a package of

software programs which you licensed as a single product, the Product 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 or device.

8. OEM COPYRIGHT.

All title and copyright 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 underlying software, are owned by rf IDEAS or its suppliers. The Product and underlying software are protected by copyright laws and international treaty provisions.

9. OWNERSHIP.

rf IDEAS or its licensors retains ownership of all intellectual property rights in and to the Product and underlying software, including copies, improvements, enhancements, derivative works and modifications hereof, whether created by rf IDEAS or you. Your rights to use the Product and underlying software are limited to those expressly granted by this EULA. No other rights with respect to the Product or underlying software or any related intellectual property rights are granted or implied.

10. LIMITED WARRANTY.

THE PRODUCT IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RF IDEAS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, RF IDEAS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED PRODUCT AND UNDERLYING SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

11. INDEMNIFICATION.

11.1. You agree to indemnify, defend and hold harmless rf IDEAS from and against any losses incurred by rf IDEAS in connection with any action by a third party arising out of or relating to your or your employees’, agents’, affiliates or representatives’:

11.1.1. Breach of any representation, warranty, covenant or other term or condition of this EULA;

11.1.2. Handling, storage, installation, operation, service or use of any Product;

11.1.3. Design, manufacture, modification, combination or installation of Product or underlying software not directed by rf IDEAS, including 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;

11.1.4. Negligent acts or omissions related to your use of the Product;

11.1.5. Violation of law; or

11.1.6. Other breach of this EULA or any third-party rights.

12. EXCLUSION OF REMEDIES.

RF IDEAS AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, INTERRUPTED OR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR FAILURE OF ANY DELIVERABLE PROVIDED HEREUNDER TO PERFORM IN ACCORDANCE WITH THE APPLICABLE SPECIFICATION, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO RF IDEAS OR COULD HAVE BEEN REASONABLY FORESEEN BY RF IDEAS. IN STATES AND JURISDICTIONS IN WHICH LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE PROHIBITED, SUCH LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED.

13. LIMITATION OF LIABILITY.

ALL LIABILITY OF RF IDEAS, ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS COLLECTIVELY, TO YOU, IF ANY, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE LESSER OF (I) AMOUNT WHICH HAS BEEN PAID BY YOU TO RF IDEAS OR ANY AUTHORIZED SOURCE PURSUANT TO THE RELEVANT PURCHASE ORDER OR (II) TWENTY THOUSAND DOLLARS (\$20,000). NO ACTION ARISING OUT OF THIS EULA, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY YOU OR ANY THIRD PARTY MORE THAN TWO (2) YEARS AFTER THE PRODUCT IS FIRST RECEIVED BY YOU. NOTHING IN THIS EULA LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

14. BASIS OF THE BARGAIN.

The Limited Warranty, Exclusion of Remedies and Limitation of Liability set forth above are fundamental elements of the basis of the EULA between rf IDEAS and you. rf IDEAS would not be able to provide the Product on an economic basis without such limitations. Such Limited Warranty, Exclusion of Remedies, and Limitation of Liability inure to the benefit of the licensors and resellers of rf IDEAS.

15. GENERAL LEGAL TERMS.

15.1. This EULA constitutes the whole legal agreement between you and rf IDEAS and governs your use of the Product (excluding any services which rf IDEAS may provide to you under a separate written agreement or any confidentiality agreements), and completely replaces any prior agreements between you and rf IDEAS in relation to the Product.

15.2. You agree that if rf IDEAS does not exercise or enforce any legal right or remedy contained in this 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' right and that those rights and remedies will still be available to rf IDEAS.

15.3. 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.

15.4. 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 this EULA and that such other companies shall be entitled to enforce, and rely upon, any provision of this EULA that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be a third-party beneficiary to the EULA.

15.5. This EULA, and your relationship with rf IDEAS under this 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 the foregoing, you agree that rf IDEAS shall still be allowed to injunctive relief (or other forms of equitable relief) in any jurisdiction.

Copyright by rf IDEAS 1997-2024. All rights reserved.

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

All rf IDEAS products are trademarks of rf IDEAS. All other product names or names are trademarks or registered trademarks of their respective holders.