

## License Agreement Updated May 2022

IMPORTANT - READ CAREFULLY: This License Agreement ("**Agreement**") is a legal agreement between you (either an individual or entity agreeing to these terms and conditions) and Zebra Technologies Corporation ("**Zebra**") that governs your use of software products owned by Zebra and its affiliate companies and its third party suppliers and licensors that accompany this Agreement, including any associated media, printed materials, online or electronic documentation, and network-based services ("**Software**"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, ACCESSING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, ACCESS, OR USE THE SOFTWARE; YOU MAY RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND, IF YOU HAVE NOT YET OBTAINED A VALID LICENSE KEY.

### 1. DEFINITIONS

A "License Type" specifies a particular product or a group of products that the user has the right to install and use.

A "License Key" is a code, a computer file, or a device that enables use of the products associated with a related License Type.

An "Edition" is a product having specific features, rights, and restrictions. Each Edition may be associated with a different License Type and may require a different License Key than other Editions.

A "Version" is a particular release of Software, which is associated with a unique numerical code composed of major and minor version numbers. Each Version may include a different set of features and restrictions, and requires a separate License Key than other Versions.

"Development Use" refers to interactive use of Software, including design, implementation, configuration and/or testing of programs for automated or semi-interactive use thereafter.

"Runtime Use" refers to fully automated or semi-interactive use of the Software, including use of a non-mutable program created for a single application or for a group of closely related applications. Modifications that can be applied to a limited set of program parameters and are explicitly made available in a graphical user interface created by the end user, are not considered to make the program mutable and, thus, do not embody Runtime Use.

"Non-commercial Use" refers to interactive use of the Software for educational or evaluation purposes that does not lead to generating income.

"ProcessLimit" is a numerical parameter of a license that describes the maximum number of processes involving the corresponding Software that can be run in parallel on a single computer.

"ThreadLimit" is a numerical parameter of a license that describes the maximum number of user threads or parallel tasks involving the corresponding Software that can be run in parallel on a single computer.

"CoreLimit" is a numerical parameter of a license that describes the maximum number of physical processor cores of a computer that can be used pursuant to that license.

## 2. GRANT OF LICENSE

The terms and conditions of this Agreement that apply to your use of the Software depend on which type of license you have obtained for the Software. The following licenses will be for use of object code only and are subject to your compliance with the terms and conditions of this Agreement.

### StudioProfessional

If you have an active "StudioProfessional" license, Zebra grants you a license for Development use of:

- one (1) copy of "Aurora Vision Studio Professional" on a single non-virtual computer, within a single parallel task and by no more than one person, and
- on the same computer, all Zebra products that can be used with StudioRuntime licenses.

### StudioRuntime

If you have an active "StudioRuntime" license, Zebra grants you a license for Runtime Use of "Aurora Vision Studio Runtime" on a single non-virtual computer and within a single parallel task.

### StudioSmart

If you have an active "StudioSmart" license, Zebra grants you a license for Development Use and Runtime Use of one (1) copy of "Aurora Vision Studio Smart" on a single non-virtual computer, within a single parallel task and by no more than one person at any one time.

### LibraryProfessional

If you have an active "LibraryProfessional" development license, Zebra grants you a license for Development use of:

- "Aurora Vision Library" on a single non-virtual computer, within a single user thread and by no more than one person, and
- on the same computer, all Zebra products that can be used with LibraryRuntime licenses.

### LibraryRuntime

If you have an active "LibraryRuntime" license, Zebra grants you a license for Runtime Use of "Aurora Vision Library Runtime" on a single non-virtual computer and within a single user thread.

### StudioProfessional + LibraryProfessional

If you have both an active "StudioProfessional" license and "LibraryProfessional" license, Zebra grants you a license for Development Use of the code generation feature of "Aurora Vision Studio" on a single non-virtual computer and within one process.

### Lite

Zebra grants you a license for Non-commercial Use of "Aurora Vision Studio Lite".

Zebra grants you a license for Development Use and Runtime Use of "Aurora Vision Library Lite".

### OpenCV

Zebra grants you a license for Development Use and Runtime Use of "Aurora Vision Studio for OpenCV".

### DeepLearning

If you have a "DeepLearning" license together with another license listed herein, Zebra grants you a license, for the type of use permitted by the other license, for use of "Aurora Vision Deep Learning" on a single non-virtual computer, within no more than one process and using no more than one computing acceleration device.

#### WEAVER

If you have a free "WEAVER" license, Zebra grants you a license for Non-commercial Use and Development Use of the "WEAVER" inference engine on a single non-virtual computer.

If you have a commercial, per-computer "WEAVER" license, Zebra grants you a license for Development Use and Runtime Use of the "WEAVER" inference engine on a single non-virtual computer.

If you have a commercial, per-project "WEAVER" license, and you have paid all due yearly maintenance fees, Zebra grants you a license for Runtime Use of the "WEAVER" inference engine on an unlimited number of computers, but within one clearly defined project only.

#### Parallel Add-on

If you have a "Parallel Add-on" license together with a development license listed herein, Zebra grants you a license for Development Use of the product associated with the development license within an unlimited number of parallel tasks or user threads, but no more than six (6) processes.

#### ProcessLimit

If you have a license with a "ProcessLimit" parameter having a value higher than one (1), that license limits your use of the associated Software to the specified number of processes on a single non-virtual computer.

#### ThreadLimit

If you have a license with a "ThreadLimit" parameter having a value higher than one (1), that license limits your use of the associated software product to the specified number of parallel tasks or user threads, but within no more than one (1) process on a single non-virtual computer.

#### CoreLimit

If you have a license with a "CoreLimit" parameter having a value higher than one (1), that license limits your use of the associated software product to an unlimited number of parallel tasks or user threads, but within no more than one (1) process on a single non-virtual computer having no more than the specified number of physical CPU cores.

### **3. LIMITATIONS & OWNERSHIP**

You may not rent, lease, lend or sublicense the Software.

You may not reverse engineer, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

You may not bypass in any way restrictions which are present in Lite Edition.

You may not use a single license for the Software to control multiple independent inspection systems at the same time.

Only your employees or subcontractors may use the Software. You shall take all necessary steps to ensure that your employees and subcontractors abide by the terms of this Agreement.

Zebra reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. Zebra or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. You understand and agree that Zebra may license the Software or part of the Software from one or more third-party licensors as specified in Exhibit A. To the extent that Exhibit A licence terms impose greater restrictions than this Agreement, some open source license provisions contained withing Exhibit A may override some of the terms of this Agreement

Notwithstanding the foregoing, decompiling is permitted to the extent the laws in the territory you are permitted to utilize the Software in expressly state it is necessary in order to render the Software interoperable with other software. In all cases, this is provided that you first request information from Zebra and provide all reasonably requested information to Zebra in order to allow assessment of your request. Zebra in its sole discretion may provide such interoperability information with or without conditions or offer alternatives to ensure that proprietary rights are protected.

#### **4. SUPPORT & UPGRADES**

If you own a "StudioProfessional" or "LibraryProfessional" license, Zebra will , for ONE YEAR from the date of the receipt of the Software, make reasonable efforts to provide you:

- e-mail answers within two business days to an unlimited number of reasonable technical questions related to the use of the Software,
- free bug-fixes within thirty-one (31) days, which are related to the documented functionality and for which no workaround can be used,
- upgrades to the Software to new Versions of the same major-release number of the Software, and
- up-to-date documentation provided with the Software.

#### **5. WARRANTY**

The below warranty is valid for ONE YEAR from the receipt of the Software. After that period, the below warranty can be extended or the Software can be used "as is" without a warranty of any kind. The warranty applies only to commercial development licenses: StudioProfessional, StudioSmart, and LibraryProfessional together with optional DeepLearning.

Zebra warrants that the Software will perform substantially in accordance with the technical materials provided that (i) it has not been modified and (ii) it has been used at all times in accordance with the technical materials. If the Software does not perform substantially in accordance with the technical materials in that period, and it cannot be fixed with free upgrades provided within thirty-one (31) days, you have the right to return the Software for a full refund of the related license fees.

Disclaimer of warranty. Other than the warranty above, to the fullest extent possible pursuant to applicable law, Zebra disclaims all warranties express, implied, or statutory, including, but not limited to, implied warranties of merchantability, satisfactory quality or workmanlike effort, fitness for a particular purpose, reliability or availability, accuracy, lack of viruses, non-infringement of third-party rights or other violation of rights. Zebra does not warrant that the operation of the Software will be uninterrupted or error free. Some jurisdictions do not allow exclusions or limitations of implied warranties, so the above exclusions or limitations may not apply to you. No advice or information, whether oral or written, obtained by licensee from Zebra or its affiliates shall be deemed to alter this disclaimer by Zebra of warranty regarding the software, or to create any warranty of any sort from Zebra.

The above remedy warranties are Zebra's sole obligation and your sole and exclusive remedy for breach of the above warranties.

## **6. LIABILITY**

By using the Software you acknowledge that any system created with the use of the Software must be thoroughly tested in the target environment and in all possible circumstances for possible malfunction by you before it can be used. Zebra takes no liability for any damage or any other loss that result from not taking this precaution.

IN NO EVENT WILL ZEBRA'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE FEES RECEIVED FROM YOU OR RESELLER (AS APPLICABLE) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED BY LAW. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THE AGREEMENT

The Software is not designed for use in connection with any application requiring fail-safe performance as the operation of nuclear power facilities, air traffic control or navigation systems, weapon control systems, life support systems, or any other system whose failure could lead to death, personal injury, or severe physical or environmental damage.

## **7. PRIVACY**

Zebra is part of the Zebra group of companies. Zebra's Privacy Policy (located at: <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html>), as amended from time to time, is hereby incorporated by reference into this Agreement. If you or an end user submit personal data to Zebra in connection with the use of Zebra hardware or Software, the ways

in which Zebra collects and uses that data are regulated by Zebra's Privacy Policy in accordance with applicable law. Zebra is committed to GDPR compliance and Zebra's GDPR Addendum (located at: <https://www.zebra.com/us/en/about-zebra/company-information/legal/gdpr.html> ) supplements Zebra's Privacy Policy to the extent personal data is provided to Zebra and the GDPR is applicable to the end user.

## **8. EXPORT**

You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

(a) You acknowledge your understanding that any products, Software and technology including technical data (collectively the "Supplied Items") you receive from Zebra, directly or indirectly and any use, export, re-export, re-sale, release or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the United States and that such export controls and trade sanctions may be extraterritorial. Customer represents, warrants and covenants that:

(i) you are not located in, under the control of, or a national or resident of any territory subject to comprehensive sanctions under applicable laws and regulations, and you will not transfer, export, or re-export, directly or indirectly, any Supplied Items to such territories or to any nationals thereof;

(ii) you will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, and you will not transfer, export, or re-export, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity;

(iii) you will not transfer, export, or re-export any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the U.S. government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and you are not on any such restricted party list, nor under the control of an entity on any such list;

(iv) you will not transfer, export, or re-export, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a U.S. government or any other government, nuclear regulatory agency and/or defence regulatory agency, without the proper written government authorization, if applicable; and

(v) you acknowledge that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the U.S. or other nations and you acknowledge that you will comply with all applicable export and compliance laws and regulations whenever you transfer, export, or re-export Supplied Items, including new products developed from or

manufactured using Supplied Items, and acknowledge that such controlling laws and regulations may be amended from time to time. With respect to your transfer, export or re-export sales of the Supplied Items, Zebra shall not be responsible obtaining any necessary export or re-export licences relating to the Supplied Items.

(b) You confirm that it is your policy to comply with “military end-user”, “military intelligence end-user”, “military end-use”, and “military intelligence end-use” controls described in 15 C.F.R. §744.21(g), 15 C.F.R. §744.21(f), 15 C.F.R. §744.22, and 15 C.F.R. §744 Supp. No. 2 of the EAR.

(c) You confirm that you are not a “military end-user” and / or a “military intelligence end-user” in Russia, Venezuela, China as defined in 15 C.F.R. §744.21, and 15 C.F.R. §744.22.

(d) You confirm that the products purchased and / or received from Zebra or any of its subsidiaries and appearing in Supplement 2 to §744 of the EAR are not intended entirely, or in part, for a “military end-use” and / or “military intelligence end-use” as described on the U.S. Munitions List (22 C.F.R. §121), in 15 C.F.R. §744.21 or in 15 C.F.R. §744.22, in Russia.

(e) Finally, you confirm that no product purchased from Zebra or any of its subsidiaries and appearing in Supplement 2 to §744 of the EAR, is destined for a “military end user”, a “military intelligence end-user” or for “military end use” or “military intelligence end-use” as those terms are defined in §744 of the EAR, in Russia.

## **9. TERMINATION**

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically without notice from Zebra if you fail to comply with any of the terms and conditions of this Agreement including but not limited to payment. Zebra may also terminate this Agreement by offering you a superseding agreement for the Software or for any new release of the Software and conditioning your continued use of the Software or such new release on your acceptance of such superseding agreement. Upon termination of this Agreement, you must cease all use of the Software and destroy all copies, full or partial, of the Software and any license keys if applicable.

## **10. ASSIGNMENT**

Except to the extent transfer may not be legally restricted, you may not assign this Agreement or any of your rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of Zebra. Zebra may assign this Agreement and its rights and obligations without your consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns. Zebra may use its affiliates or sub-contractors to provide services to you, providing that Zebra remains responsible for such services.

## **11. MISCELLANEOUS**

**Audit.** During the term of the Agreement, Zebra shall have the right to audit your use of the Software to confirm compliance with the terms of this Agreement. Any such audit shall be subject to reasonable

notice and conducted within business hours. The cost of the audit shall be reimbursed to Zebra if the audit reveals underpayment more than 5% of the fees payable.

**Injunction.** You acknowledge that, in the event you breach any provision of this Agreement, Zebra will not have an adequate remedy in money or damages. Zebra shall therefore be entitled to seek to obtain an injunction against such breach from any court of competent jurisdiction without notice. Zebra's right to obtain injunctive relief shall not limit its right to seek further remedies.

**Waiver.** Failure to enforce a provision of this Agreement shall not constitute a waiver.

**Severability.** If any part of the Agreement is held to be unenforceable, the validity of all remaining parts shall not be affected.

**Third Parties.** Except as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it.

**Entire Agreement.** This Agreement contains the whole agreement between the parties relating to the subject matter hereof supersedes any prior licence agreements between the parties. Terms and conditions submitted by you in a purchase order, written acknowledgement or other form shall not form part of the Agreement.

**Governing Law.** This Agreement is governed by the laws of the England & Wales, without regard to conflict of law provisions and subject to the exclusive jurisdiction of the English courts. This Agreement shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.



## EXHIBIT A

Please see the license text included in applicable Software for third party terms for the applicable product version.

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