



GS1 US RFID IMPLEMENTATION PROGRAM AGREEMENT

IMPORTANT – READ CAREFULLY BEFORE PROCEEDING – THIS IS A BINDING LEGAL CONTRACT

YOU UNDERSTAND AND AGREE THAT BY CHECKING THE BOX AND CLICKING THE “ACCEPT” OR “I AGREE” BUTTON, AND YOUR PARTICIPATION IN THIS GS1 US RFID IMPLEMENTATION PROGRAM (DEFINED BELOW) PROVIDED BY GS1 US, YOU, ON BEHALF OF YOUR ORGANIZATION ARE AGREEING TO BE LEGALLY BOUND BY ALL OF THESE TERMS AND CONDITIONS, WHICH INCLUDE A LIMITED LICENSE, DISCLAIMERS OF WARRANTY, AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT PERMITTED TO PARTICIPATE IN THE GS1 US RFID IMPLEMENTATION PROGRAM.

This GS1 US RFID Implementation Agreement (this “**Agreement**”) is entered into by and between the entity identified in the application accompanying this Agreement (“**Company**”, “**You**”, or “**Your**”) and GS1 US, Inc., (“**GS1 US**”). The purpose of this Agreement is to set forth the terms and conditions under which Company shall be granted access to the GS1 US RFID Implementation Program (hereinafter the “**Program**”). GS1 US and Company are collectively hereinafter referred to as the “**Parties**”, or when used individually, a “**Party**”.

1. **BACKGROUND**

The Program is intended to assist Company in optimizing its EPC/RFID efforts in support of item level tagging and integrate EPC/RFID into Company’s business. By agreeing to this Agreement, Company agrees to participate in the Program for the Term (defined below) of this Agreement and receives the benefits specifically set forth on the Program Benefits Page, defined below.

To become a participating member of the Program, You must fully complete and submit an online application or otherwise submit an application to GS1 US through a form provided by GS1 US that may be made available from time to time by GS1 US in connection with the Program. To apply, You must provide all requested information, including submitting a complete and accurate application that correctly identifies Your Company, including, its profit or non-profit status, so we can evaluate Your eligibility to participate. We will evaluate Your application, potentially schedule a follow-up telephone consultation with You (in our discretion), and then subsequently notify You of Your application’s acceptance or rejection, acting in our sole discretion.

2. **DEFINITIONS.**

- A. “**Affiliate**” means, with respect to any participant, any other individual, partnership, firm, corporation, limited liability Company, association, trust, unincorporated organization or other entity that now or in the future is controlling, controlled by, or under common control with the Company.
- B. “**Approved Guideline**” means a technical standard, guideline, recommendation, prototype, specification and/or any other deliverable or artifact approved by the Participants.
- C. “**Contribution**” means any submission of concepts, data, suggestions, or revisions to a Draft Guideline and/or an Approved Guideline, whether in written or oral form, made with the intention of influencing the content of the Draft Guideline and/or the Approved Guideline.
- D. “**Copyrighted Works**” shall mean any and all original and creative works owned or freely sub-licensable by Company that are embodied in any Contribution made by Company, including advertising and promotional materials, educational materials, guides, graphics, photographs, illustrations, images, video and audio clips, music, sounds, scripts, data, files, software, compilations, designs, and other copyrightable works.
- E. “**Draft Guideline**” means a draft technical standard, guideline, recommendation, prototype, specification and/or any other deliverable or artifact created by, disseminated by and/or circulated among Participants of the Work Group.
- F. “**Essential Claims**” means all claims in any patent or patent application in any jurisdiction in the world that would necessarily be infringed by implementation of all or any part of a Draft Guideline and/or an Approved Guideline.
- G. “**GS1 US Group Facilitator**” means a duly authorized representative of GS1 US assigned to handle the administrative responsibilities of the GS1 US Work Group.
- H. “**GS1 US Royalty-Free License**” shall mean a non-assignable, non-sub-licensable, royalty-free license to the Essential Claims to make, have made, use, sell, have sold, offer to sell, import, distribute and dispose of products and/or services that utilize a Draft Guideline and/or an Approved Guideline.
- I. “**Implementer**” shall mean any Company, entity, or individual who implements an Approved Guideline or any guidelines, specifications, and/or recommendations published by GS1 US regarding an Approved Guideline.
- J. “**Participant**” shall mean any individual of Company that participates in the GS1 US Work Group on Company’s behalf.
- K. “**RAND License**” shall mean a license to the Essential Claims on reasonable and non-discriminatory terms, to make, have made, use, sell, have sold, offer to sell, import, and distribute and dispose of products and/or services that utilize a Draft Guideline and/or an Approved Guideline.
- L. “**Representatives**” means the Participant(s) authorized and specifically identified by Company upon enrollment by the Company to represent Company in the GS1 US Work Group activities.

3. **TERM AND TERMINATION.**

- A. **Effective Date.** This Agreement shall be effective as of the date of GS1 US’s acceptance of this Agreement (“**Effective Date**”) and shall continue for one (1) year from the Effective Date (“**Initial Term**”).
- B. **Renewal.** This Agreement shall automatically renew on the anniversary date of the Initial Term and each year thereafter, (each being a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”), subject to the then applicable terms and conditions established by GS1 US, including, but not limited to, timely payment of all applicable annual membership fees and continued compliance with all of the terms and conditions of this Agreement, unless sooner terminated in accordance with this Agreement.
- C. **Termination.** Subject to the resignation obligation designated in Article 11, this Agreement shall terminate upon: (i) a material breach by a Party to perform its obligations under this Agreement (which, in case of Company, shall include, among other things, failure to make any payments when due), which breach continues for a period of thirty (30) days following receipt of written notice by the other Party; (ii) the bankruptcy or insolvency of a Party (in which event no notice shall be required); (iii) the sale of Company to an entity, whether by sale of all or substantially all of Company’s assets, merger or consolidation, in which Company is not the surviving party, or sale of equity which results in the transfer of more than fifty percent (50%) of the voting interests in Company, provided further that Company must send written notice to GS1 US within ninety (90) days from the close of such sale; or, (iv) at any time and for any reason either Party terminates this Agreement by sending written notice at least thirty (30) days in advance to the other Party. Upon termination, Company shall, unless directed otherwise by GS1 US, immediately be removed from the Program and/or Work Group.

- 4. **REGISTRATION DATA.** Company agrees to provide and maintain current, complete, and accurate registration as set forth in the application for the purpose of maintaining such data with GS1 US for identifying the Company and the Participants from Company who act on behalf of Company.

5. **FEES & INVOICING.**

- A. **Fees.** GS1 US reserves the right to review the fee schedule annually and GS1 US will make such changes as may be necessary. Company agrees to pay an annual membership fee. Subject to its right to terminate this Agreement as set forth in Paragraph 3(B), Company agrees to pay an annual membership fee prior to the anniversary date on which this Agreement may be renewed. Company agrees that if, for any reason, Company does not pay the annual membership fee, this Agreement shall be terminated and all services provided to Company shall cease and Company shall be removed from any workgroup and/or discussion group.
- B. **Invoicing; Taxes.** GS1 US shall invoice Company the annual membership fees and any applicable taxes for the Initial Term upon the Effective Date and, for all Renewal Terms, no less than thirty (30) days prior to the commencement of each Renewal Term. Company shall pay all invoices (which shall



include any applicable tax(es) within thirty (30) days of receipt of the invoice. All fees and charges shall be net of all taxes that Company is required by law to withhold and remit to a taxing authority. In addition to GS1 US fees and any charges under this Agreement, Company is responsible for all taxes, which GS1 US is specifically required by law to collect, unless Company has provided GS1 US with a copy of a tax exemption certificate.

6. **MARKETING COMMUNICATIONS INCLUDING PRESS RELEASES.** The Parties agree that GS1 US may refer to Company as a member of the Program and any Participants who participate in GS1 US Workgroups may be personally identified as such in all guidelines and other marketing communications in GS1 US's sole discretion. Company is aware and has read the following policies and expectations as a Program member. Company agrees to support various public and press events when appropriate for Company business, permit the use of Company's name and logo on GS1 US public and promotional materials and permits GS1 US to identify Company as a participant in the Program.

A. **License.** Company grants GS1 US and the participating members, to the extent necessary to facilitate Company's participation in the Program, a non-exclusive, worldwide right and license to use Company's and its employee participants' names, logos, trademarks, service marks, copy rightable material, content, Company proprietary information and any other applicable intellectual property, solely for the purpose to carry out the communications and information gathering purposes as required to participate in the Program. Such license shall terminate with respect to GS1 US and participating members, upon Company's withdrawal as a Program member.

7. **PROGRAM BENEFITS.**

As a member of the Program, Company will be entitled to receive the benefits specifically set forth at https://www.gs1us.org/Portals/0/DAM/GS1_US_RFID_Implementation_Program_Benefits.pdf ("Program Benefits Page").

Certain benefits will require Company to agree to additional terms and conditions in order to gain access to such benefit. Failure of the Company to execute and agree to such terms in the form presented will mean Company forfeits their right to receive such benefit. Further, benefits must be used within the year such benefit is granted to Company and any failure to utilize any benefit in the current year in which the benefit is granted will result in forfeiture of the benefit (i.e., unused benefits in one (1) year do not carry over to subsequent years). GS1 US has the right to change and update Program benefits and levels, at its sole discretion.

8. **INTELLECTUAL PROPERTY: OPT-IN.**

GS1 US shall determine in its sole discretion which GS1 US Work Groups shall be subject to intellectual property obligations. Any Company that participates in such a GS1 US Work Group agrees to and is hereby subject to the Intellectual Property obligations set forth in this Article 8. All licensing and disclosure obligations described herein shall be subject to the scope of work identified in the Charter, the terms of which Charter are incorporated herein by reference.

As a condition of its participation in a Work Group of GS1 US, Company acknowledges and agrees that its Participants and Affiliates who participate in a Work Group of GS1 US: (i) shall be required to execute an opt-in charter agreement for any Work Group in which Participant participates and (ii) shall not constitute an undertaking to make or use any system or component in accordance with an Approved Guideline and that Company shall not be required to implement any Approved Guideline. Company represents that the designation of the Representative(s) by Company is hereby made by an officer or equivalent individual having the power to bind the Company and its Affiliates to the terms and conditions hereof. Any capitalized term not defined in this Section 8 shall derive its meaning from the definition provided in GS1 US Intellectual Property Policy set forth on https://www.gs1us.org/DesktopModules/Bring2mind/DMX/API/Entries/Download?Command=Core_Download&EntryId=669&language=en-US&PortalId=0&TabId=134 ("GS1 US IP Policy").

A. **LICENSING OBLIGATION.**

8.A.1. **Patent Licensing Obligation.** Subject to the exclusion provisions of Article 10, Company agrees to grant and hereby grants to all Implementers a GS1 US Royalty-Free License to any Essential Claims that the Company owns and/or any that the Company has the right to license without obligation of payment or other consideration to an unrelated third party. The license (1) shall be limited to implementations of any portion of an Approved Guideline, and to what is required by an Approved Guideline; (2) may, at the option of the Company, be conditioned on a grant of a reciprocal royalty-free license to all Essential Claims owned or controlled by the licensee; (3) shall not be conditioned on payment of royalties, fees or other consideration; and (4) shall not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship such as choice of law and dispute resolution. The term of the license shall extend for the life of the Essential Claims.

8.A.2. **Copyright Licensing Obligation.** Company agrees to grant and hereby grants to all Implementers a non-exclusive license to use, copy, publish, display, translate or distribute the Copyrighted Works, or portions thereof, and to create derivative works therefrom. The license (1) shall be limited to implementations of an Approved Guideline, and to what is required to implement an Approved Guideline; (2) may, at the option of the Participant, be conditioned on a grant of a reciprocal royalty-free license to any and all Copyrighted Works owned or controlled by the licensee; (3) shall not be conditioned on payment of royalties, fees or other consideration; and (4) shall not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship such as choice of law and dispute resolution. Participant further agrees to grant and hereby grants to GS1 US a non-exclusive license to use, copy, publish, display, translate, or distribute the Copyrighted Works.

8.A.3. **Review Period.** Company is bound to the obligations of Sections 8(A)(1) and 8(A)(2), only if Company has been represented by a Representative during three (3) GS1 US Work Group meetings.

9. **DISCLOSURE.**

A. Company represents that the designation of the Representative(s) by Company is hereby made by an officer or equivalent individual having the power to bind the Company and its Affiliates to the terms and conditions of this Agreement.

B. **Generally.** Company agrees that, by participating in any GS1 US Work Group, Company has an ongoing duty to disclose Essential Claims to GS1 US.

C. **Disclosure and Timing.** Company shall disclose Essential Claims of which the Company has knowledge, after making a reasonable inquiry into Company's and its Affiliate(s)'s patents, at the following times: (i) within five (5) days of making a Contribution to a GS1 US Work Group that implicates subject matter included in the Essential Claims; (ii) within fifteen (15) days of any call for Essential Claims made by GS1 US or the GS1 US Work Group Facilitator; (iii) within fifteen (15) days of the creation, dissemination or discussion of a Draft Guideline; and (iv) within fifteen (15) days of the approval of an Approved Guideline. For the sake of clarity, a GS1 US Work Group meeting does not in and of itself trigger a new disclosure obligation pursuant to this Section 8(C).

D. **Disclosure Contents.** Any disclosure made by Company pursuant to Section 9(C) shall contain: (i) in the case of issued patents and published patent applications, any patent and/or application numbers owned or licensable by Company that contain Essential Claims; and (ii) in the case of unpublished patent applications, an indication that an unpublished patent application owned or licensable by the Company exists and an identification of the specific portions of the Draft Guideline and/or Approved Guideline that cause the unpublished patent application to contain one or more Essential Claims. ((i) and (ii), individually and collectively, "**Disclosed IP**"). Within fifteen (15) days of the publication of an unpublished patent application that has previously been disclosed under this Section 8(D), Company shall disclose the patent and/or application numbers corresponding to the previously unpublished patent application.

E. **Publication of Disclosures.** Company acknowledges that GS1 US may, at its sole discretion, publish any Disclosed IP to other members of the GS1 US Work Group and/or to the general public.

F. **Disclosure Logistics.** Company shall make such disclosure pursuant to Section 8(C) to the GS1 US Work Group Facilitator.

G. **No Search Required.** Satisfaction of the disclosure requirement in Section 8(C) shall not require that Company perform a search of patents the Company does not own.

- H. **Failure to Disclose.** For any patent and/or patent application that contains Essential Claims but that Company failed to disclose as required by Section 8(C), Company agrees to grant and hereby grants to all Implementers a GS1 US Royalty-Free License to the Essential Claims and agrees not to assert Company's rights in the Essential Claims against any Implementer. The license grant made pursuant to this Section 8(H) shall not be subject to the exclusion provisions of Article 10.

10. EXCLUSION FROM GS1 US ROYALTY-FREE LICENSING REQUIREMENTS.

- A. **Exclusion Requires Proper Disclosure.** Company may exclude Essential Claims from the licensing obligations of Article 8 only for those Essential Claims that were properly disclosed pursuant to Section 8(C).
- B. **Notice of Exclusion.** Company may provide notice that Company is unwilling to offer a GS1 US Royalty-Free License to Essential Claims that the Company owns and/or has the right to license without obligation of payment or other consideration to an unrelated third party ("**Notice of Exclusion**"). In such Notice of Exclusion, Company shall indicate the specific claims of the Disclosed IP that will be excluded ("**Excluded Claims**") and which part(s) of the Draft Guideline and/or Approved Guideline would infringe the Excluded Claims. Company shall further indicate in the Notice of Exclusion whether or not it is willing to provide a RAND License to the Excluded Claims. Company hereby acknowledges that GS1 US has the right to request additional information from Company with regard to any Notice of Exclusion provided by Company. Company hereby agrees to cooperate with GS1 US and provide such additional information to GS1 US within thirty (30) days of receiving any such request for additional information. Company hereby acknowledges that a Notice of Exclusion shall not be effective until GS1 US is satisfied with the level of detail provided in both the Notice of Exclusion and in any requests for additional information related to that Notice of Exclusion.
- C. **Timing of Notice of Exclusion.** For the Notice of Exclusion to be effective, Company must provide the Notice of Exclusion within fifteen (15) calendar days after disclosing the Disclosed IP. Any Notice of Exclusion received more than fifteen (15) calendar days after the disclosure of the Disclosed IP will not be effective, and Company shall remain bound by the licensing obligations of Article 8.
- D. **RAND License.** Any RAND License granted pursuant to Section 9(B), (1) shall be available to all Implementers, worldwide, whether or not they are Participants or members of GS1 US; (2) shall extend to the Essential Claims owned or licensable by the Company; (3) shall be limited to implementations of a Draft Guideline and/or an Approved Guideline, and to what is required by a Draft Guideline and/or an Approved Guideline; (4) may, at the option of the Company, be conditioned on a grant of a reciprocal RAND license to all Essential Claims owned or controlled by the licensee; (5) may be conditioned on payment of reasonable, non-discriminatory royalties or fees; and (6) shall not impose any further conditions or restrictions on the use of any technology, intellectual property rights, or other restrictions on behavior of the licensee, but may include reasonable, customary terms relating to operation or maintenance of the license relationship such as choice of law and dispute resolution. The term of the license shall extend for the life of the Essential Claims.
- E. **Logistics.** Company shall provide the Notice of Exclusion to the GS1 US Group Facilitator.
- F. **Designing Around Excluded Claims.** GS1 US reserves the right to direct the GS1 US Work Group to design around the Excluded Claims. Additionally, GS1 US may, at its sole discretion, alter a Draft Guideline and/or an Approved Guideline to avoid infringing the Excluded Claims.
- G. **Publication of Notices of Exclusion.** Company acknowledges that GS1 US may, at its sole discretion, publish any Notices of Exclusion to other members of the GS1 US Work Group and/or to the general public.

11. RESIGNATION FROM GS1 US WORK GROUP.

- A. **Resignation.** Company may resign from the GS1 US Work Group at any time upon thirty (30) days' prior written notice to the Group Facilitator of the GS1 US Work Group. Such resignation shall be effective upon the completion of the thirty (30) day notice period
- B. **Effect of Resignation.** Upon Company's resignation, the provisions of this Agreement shall terminate. Notwithstanding the foregoing, Company shall remain bound by any and all obligations to grant GS1 US Royalty-Free Licenses and/or RAND Licenses that arose pursuant to the terms of this Agreement before the date of Company's resignation from the GS1 US Work Group.

12. NO THIRD PARTY RIGHTS. COMPANY SHALL NOT MAKE ANY CONTRIBUTION TO THE GS1 US WORK GROUP THAT, TO THE KNOWLEDGE OF COMPANY'S REPRESENTATIVES, VIOLATES THE PATENT COPYRIGHT OR TRADE SECRET RIGHTS OF ANY OTHER COMPANY OR ANY THIRD PARTY.

13. CONFIDENTIALITY. Company agrees that it will not disclose, provide, or make available any GS1 US proprietary information, in any form to any person without GS1 US's prior written consent, except to bona fide employees, officers or directors of Company whose access is necessary to enable Company to exercise its rights hereunder. Prior to the disclosure of any GS1 US proprietary information to a third party (which disclosure will be made only with the consent of GS1 US) that third party will in writing agree to be bound by the same obligations of confidentiality to which Company is subject hereunder, and Company will remain responsible for and will indemnify and hold GS1 US, and if applicable, its affiliates, harmless from and against a breach by that third party of that obligation of confidentiality. GS1 US will be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available to it, in the event of any breach of this Paragraph 12. Notwithstanding the foregoing, nothing in this Agreement will prevent Company from disclosing GS1 US proprietary information upon Company's establishing that the GS1 US proprietary information: (1) has been published or has become part of the public domain other than by acts or omissions of Company, its employees, agents or contractors; (2) was lawfully in the possession of Company at the time of disclosure to it and was not acquired by Company directly or indirectly from GS1 US; (3) was received after disclosure to Company by a third party who had a lawful right to disclose that information to Company; or (4) was independently developed by Company without knowledge or use of the GS1 US Proprietary Information; or (5) is required to be disclosed based on law, court order or demand by regulatory authority.

14. INDEMNIFICATION. Company will indemnify, defend and hold harmless GS1 US and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all claims, liability, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees and court costs) resulting from, (i) Company's breach or alleged breach of this Agreement and (ii) any information, Copyrighted Works, marks or other contributions or, Essential Claims, licensed rights by Company hereunder that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (ii) modifications, alterations or enhancements of the Approved Guideline or Draft Guidelines; (iii) Company's violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; and (iv) Company's or any third party on Company's behalf's failure to provide accurate or complete data or Company's failure to have the necessary rights or permissions to provide the rights granted hereunder

15. DISCLAIMER; LIMITATION OF LIABILITY; WARRANTIES.

- A. **Disclaimer.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, LOST PROFITS OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS OR GOODWILL), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE ARISING FROM THE COURSE OF WORK UNDER THIS AGREEMENT OR USAGE OF INFORMATION OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. **Limitation of Liability.** THE PARTIES SHALL NOT BE LIABLE FOR, AND THE MEASURE OF DAMAGES SHALL NOT INCLUDE, ANY AMOUNTS, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF GS1 US UNDER THIS AGREEMENT, WHETHER ON ACCOUNT OF ACTIONS OR CLAIMS BASED IN CONTRACT, EQUITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY COMPANY TO GS1 US IN THE TWELVE (12) MONTHS PRIOR TO THE DETERMINATION OF LIABILITY.
- C. **Warranty.** GS1 US MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED, CONCERNING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WORK PERFORMED UNDER THIS AGREEMENT.

16. MISCELLANEOUS.

- A. **Binding Nature; Assignment.** This Agreement will be binding on the Parties, their respective successors, and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, provided that Company, upon not less than fifteen (15) business days prior written notice, may assign its rights and obligations under this Agreement to an Affiliate that expressly assumes in writing Company's obligations and responsibilities hereunder and Company shall remain fully liable for and shall not be relieved from the full performance of and compliance with all obligations under this Agreement.
- B. **Due Authority; Binding Agreement.** Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement and to perform its respective obligations herein; and (ii) this Agreement represents a valid and legally binding obligation of such Party and is enforceable against such Party in accordance with the terms hereof.
- C. **Entire Agreement; Severability; Modification.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.
- D. **Amendment.** GS1 US may amend this Agreement at any time in its sole discretion. In the event of such change to this Agreement, GS1 US will provide instructions for amendment to this Agreement; however, no amendment to this Agreement will be effective in less than thirty (30) calendar days' written notice.
- E. **Governing Law.** This Agreement and performance under it shall be governed by, construed in accordance with and enforced under the applicable laws of New Jersey, without reference to the choice of law rules to the contrary. The rules of construction construing the terms against the draftsmen shall not apply. Any legal actions or claims relating to this Agreement must be filed and litigated only in a state or federal court sitting in the county of Mercer in the State of New Jersey, U.S.A. The Parties consent to the exclusive jurisdiction of such courts and waive any objection to such venue.
- F. **OFAC Acknowledgement.** Company acknowledges that they are not currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**") or any similar sanctions imposed by any other body, governmental or other, to which Company is subject and will not otherwise conduct business with sanctioned entities/countries (or have otherwise received OFAC approval) and are in compliance with OFAC regulations.
- G. **Notice.** Any notice hereunder directed to the Company shall be considered made when sent to the Company in accordance with the Company data set for the time the Company joined the Program. Notice from the Company to GS1 US shall be made to:

GS1 US, Inc.
Princeton South Corporate Center
300 Charles Ewing Blvd.
Ewing, NJ 08628
Attention: Legal Department

- H. **Relationship of Parties.** Neither Party is an agent for the other and has no authority to represent or bind the other Party as to any matters, except as expressly authorized in this Agreement. GS1 US has the sole right and obligation to supervise, manage, contract, subcontract, direct, procure, perform or cause to be performed, all work to be performed by GS1 US under this Agreement.
- I. **Survival.** GS1 US and Company acknowledge and agree that the provisions of Articles 8, 12, 13, 14, 15, and 16 will survive the expiration or termination of this Agreement.
- J. **Waiver of Default; Cumulative Remedies.** A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver, nor shall any waiver by either Party in the performance of any covenant (or breach thereof) be construed to be a waiver of any other or succeeding breach. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the Party. All remedies provided for in this Agreement shall be cumulative and in addition to (and not in lieu) of any other remedies available to either Party at law, in equity or otherwise.