



End User License Agreement

This End User License Agreement (this "EULA") is a binding agreement between Rice Lake Weighing Systems, Inc. ("Licensor") and you as the licensee of the Software ("Licensee").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY SIGNING THIS AGREEMENT AND CLICKING THE "ACCEPT" BUTTON, YOU (A) ACCEPT THIS EULA AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS EULA, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD/INSTALL THE SOFTWARE OR DOCUMENTATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

- 1. <u>Definitions</u>. For purposes of this EULA, the following terms have the following meanings:
 - 1.1 "**Authorized Users**" means solely those individuals authorized to use the Software pursuant to the license granted under this EULA.
 - 1.2 "**Documentation**" means user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.
 - 1.3 "Effective Date" means the earlier of the following: (i) the first date of any applicable order form or (ii) the first day the licensee installs, uses, or accesses the Software.
 - 1.4 "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.5 "License Fees" means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this EULA.
 - 1.6 **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

- 1.7 "**Software**" means the software programs for which Licensee is purchasing a license, as expressly set forth in Exhibit A.
- 1.8 "Reseller" means Licensor's reseller that sells the Software to Licensee.
- 1.9 "**Third Party**" means any Person other than Licensee or Licensor.
- 2. <u>License Grant and Scope</u>. Subject to and conditioned upon Licensee's payment of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this EULA, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth herein. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:
 - 2.1 Install in accordance with the Documentation one (1) copy of the Software. In addition to the foregoing, Licensee has the right to make one copy of the Software solely for archival purposes and one copy of the Software solely for backup purposes. All copies of the Software made by the Licensee:
 - (a) will be the exclusive property of the Licensor;
 - (b) will be subject to the terms and conditions of this EULA; and
 - (c) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
 - Use and run the Software as properly installed in accordance with this EULA and the Documentation.
- 3. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:
 - 3.1 use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;
 - 3.2 provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;
 - 3.3 modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
 - 3.4 combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
 - 3.5 reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
 - 3.6 remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;

- 3.7 except as expressly set forth herein, copy the Software or Documentation, in whole or in part;
- 3.8 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, timesharing, service bureau, software as a service, cloud, or other technology or service;
- 3.9 use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:
- (a) use the Software or Documentation in violation of any law, regulation, or rule; or
- (b) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.
- 4. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this EULA.
- 5. <u>Compliance Measures</u>. During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software and Equipment to ensure Licensee's compliance with this EULA. The Licensee shall cooperate with Licensor's personnel conducting such audits and provide all access requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. If the audit determines that the Licensee's use of the Software exceeds or exceeded the use permitted by this EULA, Licensor may terminate the EULA.
- 6. <u>Maintenance and Support</u>. Unless otherwise agreed upon by Licensor, this EULA does not entitle Licensee any maintenance, support or training for the Software or the Equipment.
 - 6.1 Licensor may, but is not obligated to, provide certain updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as Licensor makes generally available free of charge to all licensees of the Software. Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this EULA. Licensee acknowledges that Licensor may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. Licensor has no obligation to provide maintenance and support services for Updates.

7. <u>Collection and Use of Information</u>.

- 7.1 Licensee acknowledges and agrees that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding the Licensee, use of the Software, and about equipment on which the Software is installed or through which it otherwise is accessed and used, through:
 - (a) the provision of maintenance and support services, if any;
 - (b) security measures included in the Software, if any;
 - (c) Licensee's use of the Software.
- 7.2 Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:
 - (a) improving the performance of the Software or developing Updates; and
 - (b) verifying Licensee's compliance with the terms of this EULA and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.
- 8. <u>Intellectual Property Rights</u>. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this EULA, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this EULA. Licensor reserves and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this EULA. Licensee shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any legal action taken by Licensor to enforce its Intellectual Property Rights.
- 9. <u>Payment</u>. All License Fees and other fees are payable in advance in the manner set forth in Exhibit A (Software and Fees).

10. <u>Term and Termination</u>.

- 10.1 This EULA and the license granted hereunder shall remain in effect for the term set forth on Exhibit A or until earlier terminated as set forth herein (the "Term").
- 10.2 Licensee may terminate this EULA by ceasing to use and destroying all copies of the Software and Documentation.
- 10.3 Licensor may terminate this EULA, effective upon written notice to Licensee, if Licensee, materially breaches this EULA and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after Licensor provides written notice thereof.

- 10.4 Licensor may terminate this EULA, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- 10.5 Licensor may terminate this EULA for any reason or no reason, effective 90 days after Licensee receives written notice of said termination.
- 10.6 Upon expiration or earlier termination of this EULA, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees and other fees that may have become due before such expiration or termination, or entitle Licensee to any refund, in each case except as otherwise provided herein.

11. Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.

11.1 <u>Equipment Limited Warranty</u>. The warranty for the Equipment shall be as provided in any written specifications authorized by Licensor for the Equipment.

11.2 <u>Limited Warranty</u>.

- (a) Licensor warrants (the "Limited Warranty"), for a period of one (1) year from the date of Licensee's purchase (the "Warranty Period"), that the Software shall (a) perform and operate in material compliance with the specifications, and (b) at the time of delivery the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation.
- (b) The Limited Warranty set forth above does not apply and become null and void if Licensee breaches any provision of this Agreement, or if Licensee or any other person provided access to the Software by Licensee whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software other than the Equipment and that is not specified in the Documentation or authorized by Licensor; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or authorized by Licensor.
- (c) If, during the Warranty Period any Software fails to comply with the Limited Warranty, and such failure is not excluded from warranty pursuant to Section 11.2(b), Reseller shall, subject to Licensee promptly notifying Reseller in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that Licensee provides Reseller with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Reseller to recreate such failure; or (ii) refund the License Fees paid for such Software, subject to Licensee ceasing all use of and, if requested by Reseller, returning to Reseller all copies of the Software. If Reseller repairs or replaces the Software, the Limited Warranty will continue to run in accordance with the original Warranty Period and not from Licensee receipt of the repair or replacement. The remedies set forth in this Section 11 are Licensee's sole remedies and Licensor's sole liability under the Limited Warranty.

- 11.3 EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE, EQUIPMENT, AND DOCUMENTATION ARE PROVIDED LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, 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 SOFTWARE, EQUIPMENT, AND DOCUMENTATION, 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, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING. AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S 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.
- 12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:
 - 12.1 IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS. BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 12.2 IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS EULA FOR (i) THE SOFTWARE, THAT IS THE SUBJECT OF THE CLAIM.
 - 12.3 THE LIMITATIONS SET FORTH IN SECTION SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

- 13. Export Regulation. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.
- 14. <u>US Government Rights</u>. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

15. Miscellaneous.

- 15.1 Governing Law; Jurisdiction. All matters arising out of or relating to this EULA shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this EULA or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- 15.2 <u>Force Majeure</u>. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
- Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (iii) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on Exhibit A (or to such other address as may be designated by a party from time to time in accordance with this Section).
- 15.4 <u>Entire Agreement</u>. This EULA, including its exhibits, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this EULA, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this EULA. Any purported assignment, delegation, or transfer in violation of this Section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this EULA without Licensee's consent. This EULA is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.6 <u>Third-Party Beneficiaries</u>. This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this EULA.
- Amendments. This EULA may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this EULA, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 15.8 <u>Severability</u>. If any term or provision of this EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.9 <u>Headings</u>. The headings in this EULA are for reference only and do not affect the interpretation of this EULA.

Acceptance

Address:

Licensee/Company Name:
Licensee Employee: Please Print Name
Licensee Employee Signature:
Contact email and/or phone: