

**Avery Weigh-Tronix  
End User License Agreement – Eyecon™ Version 1.0.1.0**

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**DEFINITIONS**

In this agreement (unless the context otherwise (requires) the following expressions shall have the following meanings:

1. "COMPANY" represents "Avery Weigh-Tronix, LLC or any of its suppliers"
2. "AGREEMENT" will be known as "Software License Agreement"
3. "SOFTWARE" represents the software, data files, and any support material that is being copied to the device
4. "YOU/YOUR" the individual agreeing or disagreeing to this AGREEMENT.
5. "CUSTOMER" shall mean the person, body or legal entity/company named in the AGREEMENT, who installs the SOFTWARE, or purchases the SOFTWARE preinstalled on a product.
6. "SITE" shall mean Customer's premises.
7. "PC" means computer, tablet, phone, smart device, or server which runs an operating system that allows the SOFTWARE to execute. This may include and is not limited to any version of Windows, Android, Linux, or iOS based devices.
8. "LICENSE" shall mean these terms and conditions of this AGREEMENT detailed below.
9. "LICENSED PROGRAM" shall mean that COMPANY product, COMPANY configuration, computer, tablet, mobile or web application program(s) referenced in the terms and conditions. All related documents and manuals in machine readable, printed or other form, delivered by COMPANY or its Dealers or Distributors to the Customer to facilitate the Use of the SOFTWARE.
10. "USE" of a LICENSED PROGRAM shall mean execution, copying all or any portion of the Licensed Program from any storage or processing unit or media to any other processing or storage unit or media.
11. "INTERNAL USE" of a LICENSED PROGRAM shall mean USE on the CUSTOMER premises, for the purposes only of the CUSTOMER own business and not as part of a bureau service provision to persons other than the CUSTOMER.
12. "ARCHIVE" shall mean to make a limited number of copies of all or any portion of the LICENSED PROGRAM for the purpose of safe keeping.
13. "RUN TIME LIBRARY" means the set of Media which may be provided to enable the LICENSED PROGRAM to execute/run
14. "WKH" represents WOLTERS KLUWER HEALTH, INC., is the copyright holder and provider of the Drug Databases which includes but is not limited to the drug numbers (NDCs), UPC codes, drug names, and the color photos.

**IMPORTANT READ CAREFULLY:**

This AGREEMENT is a legal agreement between YOU/CUSTOMER and COMPANY. If YOU are entering into this AGREEMENT on behalf of an entity, YOU represent and warrant that YOU have full authority to bind such entity. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If YOU do not agree to the terms of this AGREEMENT, promptly return the Eyecon product, including any unopened SOFTWARE packet(s) and the accompanying items, including any COMPANY hardware, written materials, and binders or other containers, to COMPANY.

**TERMS AND CONDITIONS**

**1. LICENSE**

- a. The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed pursuant to this AGREEMENT, not sold.
- b. Subject to these terms and conditions, COMPANY hereby grants to the CUSTOMER and the CUSTOMER hereby accepts, a personal, non-transferable and non-exclusive License to Use the LICENSED PROGRAM solely for INTERNAL USE

**2. GRANT OF USE**

- a. This AGREEMENT grants CUSTOMER the limited, non-exclusive and non-transferable right to use the SOFTWARE in object code.
- b. For CUSTOMER internal use only. Such use may extend enterprise-wide to CUSTOMER employees and authorized independent contractors; provided, however, that their use of the SOFTWARE in accordance with the terms and conditions of this AGREEMENT shall at all times remain CUSTOMER sole responsibility. CUSTOMER shall be liable for any use of the SOFTWARE by its employees or authorized independent contractors in violation of the terms and conditions of this AGREEMENT.

**3. DATA**

- a. COMPANY recognizes that YOU and/or CUSTOMER own the data that is produced by the SOFTWARE.
- b. YOU and/or CUSTOMER agrees that all data stored and/or created to allow the SOFTWARE to function is owned or under license by COMPANY.

**4. RESTRICTION OF USE**

- a. YOU shall not, and shall not permit any users or any third party to, directly or indirectly:
  - i. use or copy the SOFTWARE or related documentation other than as expressly permitted by this AGREEMENT
  - ii. sell, rent, lease, sublicense, loan, or disclose the SOFTWARE or related documentation, provide it on a subscription basis, or use it in connection with a service bureau
  - iii. modify, translate or adapt, or create any derivative works of or based on, the SOFTWARE or related documentation
  - iv. reverse-engineer, disassemble, decompile or otherwise attempt to discern the source code of the SOFTWARE
  - v. remove, relocate, alter or obscure any trademark, copyright or other proprietary or restrictive marking or legend on the SOFTWARE or related documentation or any copies thereof

- vi. use, provide or disclose the SOFTWARE or related documentation in violation of any applicable laws, orders or regulations
- vii. facilitate or allow installation and use of the SOFTWARE on any PC or other computer owned by any party or person other than CUSTOMER

**5. TERMINATION**

- a. Without prejudice to any other rights, COMPANY may terminate this AGREEMENT if YOU/CUSTOMER fail to comply with the terms and conditions of this AGREEMENT. Upon termination of this AGREEMENT for any reason, YOU must immediately discontinue any and all use of the SOFTWARE and product.

**6. U.S. GOVERNMENT RESTRICTED RIGHTS**

- a. All SOFTWARE provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All SOFTWARE provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. If a government agency has a need for rights not granted under these terms, it must negotiate with COMPANY to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement(s).

**7. EXPORT RESTRICTIONS**

- a. YOU acknowledge that the SOFTWARE is subject to U.S. export jurisdiction. YOU agree to comply with all applicable international and national laws that apply to the SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end-use and country destination restrictions issued by U.S. and other governments. You shall not use, import, re-import, export or re-export the SOFTWARE, nor permit access to or use of the SOFTWARE by any person or entity (including without limitation any affiliate) or in any location, in violation of any applicable export law, order, sanction or regulation, or any U.S. or U.N. embargo, nor take or permit any such action for which an export license or other governmental approval is required. In addition, the SOFTWARE may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. By downloading or using the SOFTWARE YOU are certifying that YOU are not a national of Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods and that YOU are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

**8. DISCLAIMER OF WARRANTIES**

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY PROVIDES TO YOU THE SOFTWARE, AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE ("SUPPORT SERVICES") AS IS AND WITH ALL FAULTS; AND COMPANY HEREBY DISCLAIMS WITH RESPECT TO THE SOFTWARE AND SUPPORT SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES REMAINS WITH YOU.

**9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES**

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF COMPANY OR ANY SUPPLIER, AND EVEN IF COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. LIMITATION OF LIABILITY AND REMEDIES.**

- a. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF YOUR RELIANCE ON THE SOFTWARE USE OR THE USE BY YOUR EMPLOYEES OR STUDENTS WITH OR IN CONJUNCTION WITH THE SOFTWARE. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$50.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

**11. GOVERNING LAW**

- a. If YOU/CUSTOMER acquired this SOFTWARE in the United States, this Agreement is governed by the laws of the State of Illinois. Only for consumers residing in the Canadian Province of Québec, this Agreement shall be governed in all

respects by and construed in accordance with the laws of Province of Québec and the laws of Canada applicable therein, without regard to its conflict of law principles, and exclusive jurisdiction over any cause of action arising out of this Agreement. YOU agree to submit to the exclusive jurisdiction of such courts. If this SOFTWARE was acquired outside the United States, then local law may apply. To the extent allowed by law, exclusive jurisdiction over any cause of action arising out of this AGREEMENT or the use of the SOFTWARE shall be in the state or federal courts located in the State of Illinois. YOU/CUSTOMER agree to submit to the jurisdiction of such courts.

**12. MISCELLANEOUS**

- a. Except as expressly set forth above, this Agreement completely and exclusively states the agreement between YOU/CUSTOMER and COMPANY with respect to the SOFTWARE, and no other terms that may have been communicated to YOU/CUSTOMER orally or in any other manner shall have any force or effect. Any cause of action YOU may have with respect to the SOFTWARE must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. If any part of this AGREEMENT is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of this AGREEMENT shall remain in full force and effect. COMPANY failure to insist upon or enforce strict performance of any provision of this AGREEMENT shall not constitute a waiver of the provision. Neither a course of dealing or conduct between YOU and COMPANY nor any trade practices shall be deemed to modify this AGREEMENT.

**13. SEVERABILITY; ENTIRE AGREEMENT**

- a. This AGREEMENT constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements or communications between the parties, with respect to the subject matter hereof. If any clause of this Agreement in any way contravenes the laws of the jurisdiction in which this Agreement is to be performed, such provisions shall be deemed to be deleted, and if any clause is declared by final adjudication to be illegal or contrary to public policy, it shall not affect the validity of any other clauses within this Agreement.

**14. OPEN SOURCE LICENSE NOTICES.**

- a. The SOFTWARE may contain SOFTWARE from the open source community that must be licensed under the specific license terms applicable to such SOFTWARE. Where such specific license terms entitle YOU to the source code of such SOFTWARE, such source code is available by submitting YOUR request to [usinfo@awtxglobal.com](mailto:usinfo@awtxglobal.com). The subject for the email should include *Open Source Code Request* and the details of YOUR request. YOU will then receive an e-mail with a link for YOU to download the source code.

**15. MICROSOFT**

- a. The SOFTWARE is designed to operate on the Windows operating system. YOU and/or CUSTOMER agree to all terms and conditions outlined with the relevant Microsoft products being used by or with the SOFTWARE.

**16. OWNERSHIP**

**a. SOFTWARE**

- i. COMPANY control and retain ownership for all aspects, including but not limited to all source, object, and binary code, that pertains to this AGREEMENT. Exceptions to this ownership include and are not limited to Open Source and Licensed SOFTWARE or modules utilized in this AGREEMENT

**b. COPYRIGHT AND TRADEMARKS**

- i. The entire contents of the SOFTWARE (including all information, text, displays, images, and audio made available through or in connection with the SOFTWARE) and the design, selection, and arrangement thereof, are proprietary to Avery Weigh-Tronix, LLC or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. Avery Weigh-Tronix name and logos, and all related names, logos, product and service names, designs and slogans contained in the SOFTWARE are trademarks of Avery Weigh-Tronix, its affiliates, licensors, suppliers, distributors and/or contractors unless otherwise clearly specified in writing. YOU may not use such marks without the prior written permission of Avery Weigh-Tronix. All other names, brands and marks are used for identification purposes only and may be the trademarks of their respective owners.

**c. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

- i. All title and intellectual property rights in and to the SOFTWARE, and any copies YOU are permitted to make herein are owned by Avery Weigh-Tronix, LLC. All rights not expressly granted are reserved by Avery Weigh-Tronix. By accepting this AGREEMENT, YOU do not become the owner of the SOFTWARE or any such copyright, trade secret, patent or other intellectual property right relating thereto. YOU further agree, at all times during the term of this AGREEMENT and thereafter, not to transfer the SOFTWARE to any third party without the prior written consent of Avery Weigh-Tronix or to disclose any confidential information or trade secrets of Avery Weigh-Tronix that may be contained in the SOFTWARE to any third party or to YOUR employees, other than YOUR employees who need access to the same to perform their jobs. YOU will use your best efforts and take all appropriate steps to protect such confidential information and trade secrets from unauthorized reproduction, publication, disclosure or distribution.

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