



## GS1 US LICENSE OF EDI COMMUNICATIONS ID

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

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3. **Termination:** This License Agreement shall terminate immediately if Licensee does not comply directly or indirectly with any term of this License Agreement. GS1 US may terminate this license at any time. This license shall automatically terminate after one year from the date of issuance by GS1 US unless Licensee renews said license by timely payment of the then current, annual renewal fee to GS1 US. Licensee shall be responsible for and pay GS1 US for all costs, expense or fees (including attorney fees) relating to the collection of renewal payments. This license shall terminate should Licensee cease doing business and no refunds shall be applied.

Upon termination, this license shall cease and use of the EDI Comm. ID by Licensee must cease. Use of the EDI Comm. ID after termination is not authorized by GS1 US and shall be considered by GS1 US to be infringement of its intellectual property rights, in addition to any rights that may accrue to GS1 US by such use. Please be aware that, upon termination of the license, GS1 US may reissue the EDI COMM. ID to other parties.

4. **Transfer; Assignment:** This License Agreement, the rights, duties and obligations in this license, or the software and its documentation may only be assigned or transferred by Licensee with the express written consent of GS1 US.
5. **Damages:** Licensee acknowledges that misuse of the EDI Comm. ID will give rise to irreparable and inadequately compensable damage to GS1 US. Accordingly, GS1 US may seek and obtain injunctive relief against Licensee’s breach or threatened breach of this License, in addition to any other legal remedies, such as suit for intellectual property infringement, which may be available. Licensee acknowledges and agrees that the covenants contained herein are necessary for the protection of GS1 US’s legitimate business interests and are reasonable in scope and content.
6. **Governing Law:** This License Agreement will be governed by the laws of the State of New Jersey. Any legal actions or claims relating to this License Agreement may be instituted only in a state or federal court sitting in the County of Mercer in the State of New Jersey, U.S.A. The parties hereby consent to the exclusive jurisdiction of such court and waive any objection to such venue.
7. **OFAC Acknowledgement:** Licensee 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 Licensee 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.
8. **Due Authority; Binding Agreement:** Licensee represents and warrants to GS1 US 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 Licensee and is enforceable against Licensee in accordance with its terms.
9. **Notice.** Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either Party pursuant to the terms of this Agreement shall be in writing and shall be deemed given: (i) when delivered personally; (ii) on the next business day after timely delivery to an overnight courier; (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid); or (iv) upon confirmation of receipt by facsimile transmission. Any notice shall be addressed as follows: (a) if to Licensee, at the address provided by Licensee to GS1 US; or (b) if to GS1 US, to:

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

10. **Required Notification of Change.** Licensee must promptly notify GS1 US of any change to the following: (a) the name of company; (b) the address and/or phone number of company; (c) the primary contact or billing contact of company; or (d) the ownership of company through merger, sale of company, or otherwise.