



GS1 US COMPANY PREFIX AND IDENTIFICATION KEY LICENSE 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, LICENSEE IS AGREEING TO BE LEGALLY BOUND BY ALL OF THESE TERMS AND CONDITIONS, WHICH INCLUDE A LIMITED LICENSE, DISCLAIMER OF WARRANTY, AND LIMITATIONS OF LIABILITY. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU WILL NOT BE ISSUED A LICENSE TO A GS1 COMPANY PREFIX AND/OR IDENTIFICATION KEY.

IMPORTANT: This Agreement will become effective when you click on “I AGREE” (“EFFECTIVE DATE”).

This GS1 Prefix and Identification Key License Agreement (hereinafter “**Agreement**”) is entered into by and between GS1 US, Inc. and the undersigned (the “**Licensee**”) with respect to the issuance of a GS1 Company Prefix and GS1 Identification Keys (e.g., a single Global Trade Item Number [or GTIN] or a single Global Location Number [or GLN]).

- License.** GS1 Company Prefix and GS1 Identification Keys are the property of GS1 US and are to be used only by the Licensee in accordance with the GS1 US rules and guidelines to identify trade items/products, assets, logistics units, locations, parties, documents, and service relationships owned or controlled by the Licensee (collectively, “**Prefix and Identification Keys**”). Licensee may not use or modify Prefix and Identification Keys other than as provided in this Agreement. Prefix and Identification Keys may not be sold, leased, sublicensed, or subdivided for use by others. Special rules (available on [GS1 US's website](#)) apply if the Licensee desires to transfer Prefix or Identification Keys in the event of the sale of the Licensee's business, partial sale of the Licensee's business, or merger of the Licensee's business with another entity.
- Adherence to GS1 US Standards.** Licensee agrees that the use of Prefix and Identification Keys must comply with GS1 US rules and guidelines, which may be amended from time to time in the sole discretion of GS1 US. The Licensee further acknowledges and agrees that it has the obligation to affirmatively review GS1 US's website to keep abreast of all changes to GS1 US rules and guidelines.
- Accuracy of Company and Product Information.**
 - Licensee represents and warrants that it has provided the correct company name and information in applying for a Prefix or Identification Keys. The Licensee must notify GS1 US of any dispute as to the accuracy of the company name within fourteen (14) days after the application completion date. Any changes to the Licensee's name requested more than fourteen (14) days after the application must comply with GS1 US's rules and guidelines pertaining to name changes and/or transfers of GS1 Company Prefix and GS1 Identification Keys.
 - The Licensee represents and warrants that all company and product-related information that the Licensee inputs into GS1 US Data Hub are accurate and complete.
 - The Licensee agrees to promptly update all company and product information to the extent that it changes or to the extent that the Licensee becomes aware of any inaccuracies in the product-related information. The Licensee acknowledges that GS1 US and third parties, including trading parties, will be relying on this information.
- Compliance with Law.** By using Prefix and Identification Keys, the Licensee agrees that it will comply where applicable with all international, federal, state laws and regulations, including but not limited to those of the United States Food and Drug Administration, Department of Homeland Security, Department of State. To the extent that the Licensee does not comply with federal and state laws and regulations, GS1 US shall have the right to immediately and without notice to Licensee, revoke the license to use the assigned Company Prefix and/or Identification Keys.
- Audit and Reporting Rights.** The Licensee agrees that GS1 US shall have the right to audit, from time to time, the Licensee's use of Company Prefix and Identification Keys to ensure compliance with GS1 US rules and guidelines. To the extent that GS1 US determines the Licensee not to be in compliance with GS1 US rules and guidelines, GS1 US shall provide written notice of noncompliance to the Licensee and an opportunity to remedy the noncompliance within ten (10) days or such other period, as GS1 US shall specify. If the Licensee fails to remedy the noncompliance within the time-period specified by GS1 US, GS1 US shall have the right to take further appropriate actions, including the termination of the Company Prefix and/or the Identification Keys at issue.
- Non-reuse of Identification Key.** Identification Keys or GTIN(s) as part of a Company Prefix, may only be used to identify one product, and may not be reused on another product even if the first product becomes obsolete. The Licensee acknowledges and agrees that the use of the Identification Keys or GTIN(s) as part of a Company Prefix on more than one product is a violation of this Agreement and will result in the immediate termination of the Licensee's right to use the Identification Keys.
- Transfer Rules.** The license to use Prefix and Identification Keys granted by this Agreement and the rights to use any software or documentation related thereto may only be transferred to another company in accordance with GS1 US rules and guidelines, which may be amended from time to time in the sole discretion of GS1 US. The Licensee acknowledges and agrees that it has the obligation to affirmatively review GS1 US's website to keep abreast of all changes.
- Warranty Disclaimer.** IN ISSUING PREFIX AND/OR IDENTIFICATION KEYS, GS1 US MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND GS1 US SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GS1 US DOES NOT GUARANTEE THAT THE PREFIX AND/OR IDENTIFICATION KEYS WILL MEET “ANY OR ALL REQUIREMENTS” OF THE LICENSEE'S BUSINESS.
- Limitation of Damages.** GS1 US liability for any claim arising out of or in any way relating to this Agreement or the issuance of Prefix and/or Identification Keys shall be limited solely to a refund of the fee(s) paid for the issuance of the Prefix or Identification Keys. Under no circumstances shall GS1 US be liable for any additional damages, including without limitation actual, incidental, consequential, punitive, statutory, or other damages that may be suffered by the Licensee, its employees, or agents.
- Indemnification.** The Licensee agrees to indemnify, defend and hold harmless GS1 US, Inc., and its officers, employees, directors, representatives, agents, and affiliates (each, an “**Indemnified Party**”) from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties, and attorneys' fees and disbursements) threatened, claimed, suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of any acts or omissions relating to any breach of this Agreement or unauthorized use of the Prefix or Identification Keys.
- Termination.** GS1 US may, in its sole discretion, terminate this Agreement and Licensee's right to use the Prefix and/or Identification Keys immediately if the Licensee does not comply directly or indirectly with any term of this Agreement. This license to use the Prefix or Identification Keys shall automatically terminate after one year from the date of issuance by GS1 US unless the Licensee renews said license by timely payment of the then current and applicable annual renewal fee to GS1 US. Licensee shall be responsible for and pay GS1 US for all costs, expenses, or fees (including attorneys' fees) relating to the collection of renewal payments. The Agreement and the license to use the Prefix or Identification Keys shall terminate should the Licensee cease doing business and no refunds shall be applied.
- Remedies.** Licensee acknowledges and agrees that any breach of this Agreement or use of the Prefix or Identification Keys in a manner contrary to GS1 US's rules and guidelines will cause irreparable injury to GS1 US for which money damages alone will not provide a complete or adequate remedy. Licensee agrees that GS1 US shall be entitled to a temporary restraining order, preliminary injunction, and/or permanent injunction in addition to, and not in lieu of, any other rights and remedies available to GS1 US at law or in equity. If Licensee breaches this Agreement or uses the Prefix or Identification Keys in a manner contrary to GS1 US's rules and regulations, GS1 US shall, notwithstanding any other provision herein, have the right to seek to have this Agreement specifically enforced by injunction or otherwise.
- Governing Law, Jurisdiction, and Venue.** The laws of the State of New Jersey shall govern this Agreement. Any legal actions or claims relating to this 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 and personal jurisdiction.
- OFAC Acknowledgement.** Licensee acknowledges that it is 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.
- Due Authority; Binding Agreement.** The 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 the Licensee and is enforceable against the Licensee in accordance with its terms.
- 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; or (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid). 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**



17. **Required Notification of Change.** You must promptly contact the GS1 US Customer Service Team if you change (a) the name of your company; (b) the address, or phone number of your company; (c) the primary contact or billing contact of your company; or (d) the ownership of your company through a merger, sale of your company, or otherwise. Licensee may not assign this Agreement without the prior written consent of GS1 US.

18. **Modification of Agreement.** In its sole exclusive discretion, GS1 US may revise the terms and conditions of this Agreement. No modification or amendment to the Agreement and the terms of the license to use the Prefix or Identification Keys granted herein shall be enforceable against GS1 US unless said modification or amendment is contained in a writing signed by an authorized representative of GS1 US.

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