



GLOBAL LOCATION NUMBER SUBSCRIPTION LICENSE AGREEMENT

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

BY CLICKING “I AGREE” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN THE LICENSE PROVIDED HEREUNDER AND ANY SERVICES UNDER THIS GS1 US GLOBAL LOCATION NUMBER ANNUAL SUBSCRIPTION LICENSE AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “I AGREE”.

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

This Global Location Number (GLN) Annual Subscription License Agreement (“**License Agreement**”) is entered into by and between GS1 US, Inc. (“**GS1 US**”) and the undersigned company (the “**Licensee**”) with respect to the issuance of the Global Location Number, as defined below. Accepting the Global Location Number (“**GLN**”) and associated documentation accompanying this License Agreement constitutes acceptance and full agreement to the terms and provisions of this License Agreement and agreement to be bound by said provisions.

1. **License:** The GLN assigned by GS1 US is owned by GS1 US and is to be used in accordance with GS1 US recommended rules and guidelines to identify a legal entity, functional entity, or physical location of the Licensee to be controlled by Licensee. In order to maintain unique identification, you may not modify the GLN in any way. The GLN is to be used only by Licensee and may not be sold, leased, sublicensed, or subdivided. The GS1 Company Prefix used to create this GLN is controlled by GS1 US, not the Licensee. This subscription does not provide the subscriber membership in GS1 US nor a GS1 Company Prefix. The annual subscription fee is subject to change without notice.

2. **Warranty Disclaimer:** 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 GLN WILL MEET “ALL REQUIREMENTS” OF LICENSEE’S BUSINESS. GS1 US SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, THAT MAY BE SUFFERED BY LICENSEE OR ITS EMPLOYEES OR AGENTS.

3. **Termination:** This License Agreement and GS1 US’s license to Licensee to use the GLN 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 by notifying Licensee. Licensee shall be responsible for and pay GS1 US for all costs, expenses or fees (including attorney fees) relating to the collection of renewal payments. Except in the case of breach by Licensee, should GS1 US exercise its right to terminate this license, Licensee shall receive a refund of the pro rata portion of the current annual renewal fee. This license shall automatically terminate after one (1) year from the date of issuance by GS1 US unless Licensee renews said license by paying the annual subscription fee to GS1 US. 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 GLN by Licensee must cease. Use of the GLN 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 GLN 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 GLN 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 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. **Notices.** 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

9. **Required Notification of Change.** Licensee must promptly notify GS1 US if Licensee changes any of 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.