SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

This Software Development Kit (SDK) License Agreement (the "Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between:

VISION SMARTS SRL
Rue Charles Jaumotte 31/3
B-1300 Wavre
Belgium
Enterprise No. BE 0817.483.534
Represented by [name/title]
("Vision Smarts")

and

[Licensee legal name]
[Address]
[Registration number]
Represented by [name/title]
("Licensee")

Vision Smarts and Licensee are each a "Party" and together the "Parties".

1. Definitions

1.1 "Licensed Product" means the software application(s) identified in Annex 1, including only the package IDs, bundle IDs, product names, and distribution channels expressly identified there.

1.2 "Confidential Information" means any non-public technical, commercial, financial, legal, product, pricing, customer, or business information disclosed by or on behalf of a Party to the other Party, whether in written, oral, electronic, visual, or other form, that is identified as confidential or that a reasonable business person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Vision Smarts includes the SDK, Documentation, pricing, roadmaps, sample code, and non-public technical information.

1.3 "Documentation" means the integration documentation, technical description, and other written materials provided by Vision Smarts for the SDK, including Annex 2.

1.4 "End User" means a person or entity that lawfully acquires or uses the Licensed Product for its own internal, personal, or business purposes and not for resale, relicensing, or redistribution.

1.5 "Major Upgrade" means a new version, module, or release of the SDK that adds material new functionality and that Vision Smarts elects to offer separately.

1.6 "Maintenance Update" means a bug fix, patch, compatibility update, or minor revision to the SDK that does not materially add new functionality.

1.7 "Licensee Product" means Licensee's own software or hardware product into which the SDK is integrated, limited to the Licensed Product.

1.8 "SDK" means Vision Smarts' object-code software library known as VSBarcodeReader, together with any Maintenance Updates made available by Vision Smarts under this Agreement.

1.9 "Term" means the Initial Term and any renewal term under Section 11.

2. License Grant

2.1 Subject to Licensee's timely payment of all fees and compliance with this Agreement, Vision Smarts grants Licensee during the Term a limited, non-exclusive, non-transferable, non-sublicensable except as expressly permitted below, revocable license to:

(a) use the SDK internally to develop, test, integrate, and maintain the Licensed Product;

(b) reproduce and distribute the SDK solely as embedded in object-code form within the Licensed Product;
(c) permit Licensee's distributors, resellers, and app-store operators to distribute the Licensed Product on Licensee's behalf, provided they receive no right to access, extract, use, or distribute the SDK separately; and

(d) permit End Users to use the SDK only as embedded within the Licensed Product.

2.2 The SDK is licensed, not sold. No source code is provided, licensed, or required to be provided under this Agreement.

2.3 Licensee may allow its employees and contractors to access the SDK solely for Licensee's benefit and solely to the extent necessary to exercise the license granted in Section 2.1, provided that such persons are bound by written confidentiality and use restrictions at least as protective as this Agreement. Licensee remains fully responsible for their acts and omissions.

2.4 Except for the limited license expressly granted in this Agreement, Vision Smarts reserves all right, title, and interest in and to the SDK, Documentation, sample code, and all related intellectual property rights.

2.5 This Agreement is non-exclusive. Nothing in this Agreement restricts Vision Smarts from licensing, selling, distributing, developing, or marketing the SDK or any similar technology to any third party, including Licensee's competitors. No exclusivity, reserved territory, preferred pricing, or most-favored-customer status is granted unless expressly stated in Annex 1.

3. Restrictions

3.1 Licensee shall not, and shall not permit any third party to:

(a) distribute, sublicense, sell, lease, lend, host, expose, publish, or otherwise make the SDK available on a standalone basis;

(b) use the SDK outside the scope expressly permitted in Annex 1;

(c) use the SDK in any application, white-label variant, private-label variant, software development kit, platform, service, or product other than the Licensed Product, unless separately approved in writing by Vision Smarts;

(d) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive or access the source code, underlying ideas, algorithms, file formats, or trade secrets of the SDK, except to the limited extent such restriction is expressly prohibited by mandatory applicable law and only after first requesting in writing that Vision Smarts provide the necessary information for interoperability;

(e) remove, alter, obscure, or bypass any copyright, proprietary, trademark, or technical protection notices in the SDK or Documentation;

(f) use the SDK to develop, train, validate, or benchmark a competing barcode-reading or similar software library, or publish any comparative benchmark or test results concerning the SDK without Vision Smarts' prior written consent; or

(g) use the SDK in any safety-critical, life-support, military, nuclear, aviation, or other high-risk environment unless expressly authorized in writing by Vision Smarts.

3.2 Licensee shall ensure that its End User terms of use for the Licensed Product:

(a) prohibit reverse engineering and extraction of the SDK to the maximum extent permitted by law;

(b) state that the SDK is licensed, not sold;

(c) do not grant any warranty or representation on behalf of Vision Smarts; and

(d) exclude Vision Smarts' liability to End Users to the fullest extent permitted by applicable law.

3.3 Licensee shall not make any representation, warranty, commitment, or statement relating to the SDK that is inconsistent with the Documentation or this Agreement.

3.4 On reasonable written request no more than once per calendar year, Licensee shall provide Vision Smarts with a written certification, signed by an authorized representative, confirming Licensee's compliance with the license scope and restrictions in this Agreement and identifying the then-current product name(s), package IDs, bundle IDs, and distribution channels used for the Licensed Product.

4. Delivery; Updates; Support

4.1 Vision Smarts shall deliver the SDK electronically, together with the deliverables listed in Annex 2, within five (5) business days after receipt of the first annual license fee, unless Annex 1 states a different delivery period.

4.2 Vision Smarts may, in its discretion, make Maintenance Updates available to Licensee during the Term. Unless otherwise agreed in writing, Major Upgrades are not included in the annual fee.

4.3 During the Term and subject to Licensee's payment of all fees, Vision Smarts shall provide reasonable email-based technical support to up to two (2) designated Licensee technical contacts regarding integration and reproducible defects in the SDK. Support is provided during Vision Smarts' normal business hours in Belgium. No service levels, guaranteed response times, on-site services, training, custom development, or direct End User support are included.

4.4 Licensee is solely responsible for the Licensed Product, all app-store submissions, all customer-facing documentation, all End User support, all compliance obligations applicable to the Licensed Product, and all testing of the Licensed Product before release.

5. Fees; Invoicing; Taxes

5.1 The fees are set out in Annex 1. Unless expressly stated otherwise, all fees are in euros, invoiced in advance, non-cancellable, and non-refundable except as expressly provided in this Agreement.

5.2 The initial annual fee shall be invoiced on or promptly after the Effective Date and is due within ten (10) calendar days from the invoice date. Each renewal term shall be invoiced in advance on or shortly before the renewal start date and is due within ten (10) calendar days from the invoice date.

5.3 Licensee shall pay all amounts without setoff, counterclaim, deduction, or withholding, except to the extent required by law.

5.4 Any late payment shall accrue interest at the statutory late-payment rate applicable under Belgian law, plus reimbursement of reasonable collection costs and any fixed recovery amount permitted by applicable law.

5.5 If any undisputed amount remains unpaid for ten (10) calendar days after written notice of non-payment, Vision Smarts may suspend delivery, support, updates, and Licensee's right to further distribute new copies or updates of the Licensed Product containing the SDK until all overdue amounts are paid in full.

5.6 If any undisputed amount remains unpaid for twenty (20) calendar days after written notice of non-payment, Vision Smarts may terminate this Agreement immediately upon further written notice, in addition to any other rights or remedies.

5.7 Fees are exclusive of VAT, sales tax, use tax, and similar indirect taxes. Licensee shall pay all such taxes, except taxes based on Vision Smarts' net income.

5.8 If Licensee is required by law to withhold tax from any payment to Vision Smarts, Licensee shall gross up the payment so that Vision Smarts receives the full amount that would have been received absent the withholding, unless the withholding is avoided by a valid tax form or exemption certificate supplied by Vision Smarts. Licensee shall promptly provide evidence of the withholding and remittance.

5.9 No purchase order, procurement portal term, click-through term, or similar document provided by Licensee will amend this Agreement or have any legal effect, even if Vision Smarts references such document for administrative purposes.

6. Acceptance; Limited Warranty

6.1 Licensee shall have fifteen (15) business days after initial delivery of the SDK to notify Vision Smarts in writing of any reproducible, material failure of the SDK to conform substantially to the Documentation as delivered. If Licensee does not notify Vision Smarts within that period, the SDK shall be deemed accepted.

6.2 Vision Smarts warrants that, for ninety (90) days following initial delivery, the SDK as delivered will substantially conform in all material respects to the Documentation when used in accordance with the Documentation and on the supported platforms listed in Annex 2.

6.3 Vision Smarts also warrants that it has the right to grant the license set out in this Agreement.

6.4 Vision Smarts' sole obligation, and Licensee's exclusive remedy, for any breach of the warranty in Section 6.2 shall be, at Vision Smarts' option, to:

(a) repair or replace the non-conforming SDK; or

(b) if Vision Smarts is unable to do so within a commercially reasonable period, terminate the affected license and refund the prepaid fee corresponding to the affected portion of the then-current Term.

6.5 The warranty in Section 6.2 does not apply to any issue caused by:

(a) modification of the SDK by anyone other than Vision Smarts;

(b) use outside the authorized scope, platforms, or Documentation;

(c) any hardware, software, operating system, network, camera, device, or third-party component not supplied by Vision Smarts;

(d) Licensee's integration, configuration, code, data, content, user interface, workflows, or business rules;

(e) any white-label, private-label, or non-authorized version of the Licensed Product; or

(f) accident, misuse, abuse, or unusual operating conditions.

6.6 Except for the express warranties in this Section 6, the SDK, Documentation, sample code, support, and all related materials are provided "as is" and "as available". To the maximum extent permitted by law, Vision Smarts disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, title, uninterrupted use, error-free operation, app-store acceptance, or achievement of any specific recognition rate, timing, business result, or performance level.

6.7 Any performance examples, illustrations, or targets in marketing materials, demonstrations, sample code, or Annex 2 are informational only and do not constitute a warranty, service level, or guaranteed result unless expressly stated otherwise in Annex 1.

7. Ownership; Feedback

7.1 Vision Smarts owns and shall retain all right, title, and interest in and to the SDK, Documentation, sample code, Maintenance Updates, Major Upgrades, and all related intellectual property rights.

7.2 Licensee owns and shall retain all right, title, and interest in and to the Licensed Product and Licensee's own intellectual property, excluding the SDK and Vision Smarts materials.

7.3 If Licensee provides suggestions, ideas, enhancement requests, bug reports, or other feedback regarding the SDK, Vision Smarts may use such feedback without restriction or obligation.

8. Third-Party Claims; Indemnification

8.1 Vision Smarts IP Indemnity. Vision Smarts shall defend Licensee against any third-party claim alleging that the unmodified SDK, as delivered by Vision Smarts and used by Licensee strictly in accordance with this Agreement and the Documentation, directly infringes any copyright, patent, or trade secret of that third party in the countries where Licensee is authorized to distribute the Licensed Product under Annex 1, and Vision Smarts shall pay any damages finally awarded by a court of competent jurisdiction or agreed in settlement by Vision Smarts, subject to Sections 8.3, 8.5, and 9.

8.2 If the SDK becomes, or in Vision Smarts' opinion is likely to become, the subject of an infringement claim, Vision Smarts may, at its option and expense:

(a) procure for Licensee the right to continue using the SDK;

(b) replace or modify the SDK so that it becomes non-infringing while providing substantially equivalent functionality; or

(c) terminate the affected license on written notice and refund the prepaid fee corresponding to the unused portion of the then-current Term for the affected license.

This Section 8.2 sets out Licensee's sole and exclusive remedy for any third-party intellectual property infringement claim relating to the SDK.

8.3 Vision Smarts shall have no obligation under Section 8.1 to the extent a claim arises from:

(a) any modification of the SDK not made by Vision Smarts;

(b) use of the SDK outside the scope of this Agreement or the Documentation;

(c) use of the SDK in combination with any product, software, service, hardware, data, or process not supplied by Vision Smarts, where the claim would not have arisen but for that combination;

(d) compliance with Licensee instructions, specifications, designs, or requirements;

(e) any version of the SDK other than the then-current version made available by Vision Smarts, if use of the current version would have avoided the claim; or

(f) continued use of the SDK after Vision Smarts has provided a non-infringing replacement, modification, or termination/refund remedy.

8.4 Licensee Indemnity. Licensee shall defend, indemnify, and hold harmless Vision Smarts and its affiliates, directors, officers, employees, and agents from and against any third-party claim, action, damage, loss, liability, cost, or expense, including reasonable external lawyers' fees, arising out of or related to:

(a) the Licensed Product or any Licensee Product other than the SDK itself;

(b) Licensee's integration, modification, marketing, distribution, or use of the SDK outside the scope of this Agreement;

(c) Licensee's warranties, representations, promises, advertising statements, or customer commitments;

(d) Licensee's breach of applicable law, app-store rules, privacy obligations, consumer protection obligations, export controls, or regulatory obligations relating to the Licensed Product; or

(e) Licensee's data, content, interfaces, branding, or instructions.

8.5 A Party seeking indemnification under this Section 8 shall:

(a) promptly notify the indemnifying Party of the claim, provided that delayed notice shall not relieve the indemnifying Party except to the extent materially prejudiced;

(b) allow the indemnifying Party sole control of the defense and settlement, except that no settlement may admit liability of, or impose non-monetary obligations on, the indemnified Party without its prior written consent, not to be unreasonably withheld; and

(c) provide reasonable cooperation at the indemnifying Party's expense.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages, or for any loss of profit, loss of revenue, loss of business, loss of customers, loss of goodwill, loss of anticipated savings, loss or corruption of data, or business interruption, arising out of or related to this Agreement, even if advised of the possibility of such damages.

9.2 To the maximum extent permitted by law, Vision Smarts' aggregate liability arising out of or related to this Agreement shall not exceed the total fees actually paid by Licensee to Vision Smarts under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

9.3 The limitation in Section 9.2 shall also apply to any claim under Section 8.1.

9.4 Nothing in this Agreement limits or excludes:

(a) Licensee's obligation to pay fees due under this Agreement;

(b) Licensee's liability for breach of Sections 2 or 3, or for infringement or misappropriation of Vision Smarts' intellectual property rights;

(c) either Party's liability for fraud, willful misconduct, or any liability that cannot be limited or excluded under applicable law.

9.5 The foregoing reflects the agreed allocation of risk and pricing.

10. Confidentiality

10.1 Each Party shall:

(a) use the other Party's Confidential Information solely for the purposes of performing this Agreement;

(b) protect such Confidential Information using at least reasonable care and in any event no less than the care it uses to protect its own confidential information of a similar nature; and

(c) disclose such Confidential Information only to employees, contractors, professional advisers, and affiliates who have a need to know it for purposes of this Agreement and who are bound by confidentiality obligations no less protective than those in this Agreement.

10.2 The obligations in Section 10.1 do not apply to information that the receiving Party can demonstrate:

(a) was already lawfully known to it without confidentiality obligation before disclosure;

(b) was independently developed without use of the disclosing Party's Confidential Information;

(c) was lawfully obtained from a third party without breach of confidentiality obligation; or

(d) becomes public through no wrongful act or omission of the receiving Party.

10.3 A receiving Party may disclose Confidential Information to the extent required by law, regulation, stock-exchange rule, or court order, provided that, where legally permitted, it gives the disclosing Party prompt prior notice and reasonable assistance to seek confidential treatment or protective measures.

10.4 Upon expiration or termination of this Agreement, each Party shall, upon written request, return or destroy the other Party's Confidential Information, except for copies retained in routine backup systems or as required by law, and except that Vision Smarts may retain Licensee contact, billing, and contractual records for legitimate business and legal purposes.

10.5 Sections 2, 3, 7, and 10 are acknowledged to be reasonable and necessary. A breach of those Sections may cause irreparable harm for which damages may be an inadequate remedy. Accordingly, the non-breaching Party may seek injunctive or equitable relief, without prejudice to any other rights or remedies.

11. Term; Renewal; Termination

11.1 Initial Term. This Agreement begins on the Effective Date and continues for one (1) year, unless terminated earlier under this Agreement.

11.2 Renewal. This Agreement shall automatically renew for successive one-year periods unless either Party gives written notice of non-renewal at least thirty (30) calendar days before the end of the then-current Term.

11.3 Fee Changes on Renewal. Vision Smarts may change the annual fee for any renewal term by giving Licensee at least ninety (90) calendar days' prior written notice before the renewal start date. If Licensee does not accept the revised fee, Licensee may elect non-renewal by written notice before the renewal start date.

11.4 Termination for Breach. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure that breach within thirty (30) calendar days after receipt of written notice describing the breach in reasonable detail.

11.5 Insolvency. Either Party may terminate this Agreement immediately by written notice if the other Party becomes insolvent, enters liquidation, makes a general assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings that are not dismissed within sixty (60) calendar days.

11.6 Effect of Expiration or Termination. Upon expiration or termination of this Agreement:

(a) all licenses granted to Licensee under this Agreement immediately end, except that End Users who lawfully obtained the Licensed Product before expiration or termination may continue to use the copies already distributed to them in accordance with the applicable End User terms;

(b) Licensee shall immediately cease any new integration, new distribution, and any further release of updates or new versions of the Licensed Product containing the SDK;

(c) Licensee shall promptly delete or destroy all copies of the SDK and Documentation in its possession or control, except one archival copy kept solely for legal compliance purposes; and

(d) Licensee shall pay all amounts accrued or payable up to the effective date of expiration or termination.

11.7 No refund shall be due upon expiration, non-renewal, suspension, or termination, except as expressly provided in Sections 6.4 or 8.2.

11.8 Sections 3, 5, 7, 8, 9, 10, 11.6, 11.7, and 12 survive expiration or termination, together with any other provision that by its nature should survive.

12. General

12.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, fiduciary, franchise, employment, or similar relationship.

12.2 Assignment. Licensee may not assign, transfer, delegate, or otherwise dispose of this Agreement, by operation of law or otherwise, without Vision Smarts' prior written consent, not to be unreasonably withheld, conditioned, or delayed. Any purported assignment in breach of this Section is void. Vision Smarts may assign this Agreement without Licensee's consent to an affiliate or in connection with a merger,

reorganization, sale of substantially all assets, or sale of the product line to which this Agreement relates, provided the assignee assumes Vision Smarts' obligations under this Agreement.

12.3 Force Majeure. Neither Party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labour disputes, internet or telecommunications failures, denial-of-service attacks, epidemic, pandemic, governmental action, or supplier failure, except that this Section does not excuse Licensee's obligation to pay amounts already due.

12.4 Notices. Any notice under this Agreement shall be in writing and sent by email to the notice contacts set out below, with a copy by courier or registered mail if the notice concerns termination, material breach, or assignment. Notices are deemed received on the next business day after transmission by email if no delivery failure notice is received, or on the date shown by courier/registered-mail proof of delivery.

For Vision Smarts:
[notice email]
[postal address]

For Licensee:
[notice email]
[postal address]

12.5 Entire Agreement; Order of Precedence. This Agreement, including its annexes, is the entire agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous proposals, communications, negotiations, and agreements concerning that subject matter. In the event of conflict, the main body of this Agreement prevails over the annexes, and this Agreement prevails over any purchase order or procurement document.

12.6 Amendment; Waiver. Any amendment to this Agreement must be in writing and signed by both Parties. A waiver is effective only if in writing and signed by the waiving Party. No failure or delay in exercising any right constitutes a waiver.

12.7 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force, and the invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the original intent.

12.8 Publicity; Trademarks. Neither Party may use the other Party's name, logo, trade name, or trademarks in any public statement, publicity, or marketing material without the other Party's prior written consent, except as required by law.

12.9 Governing Law; Jurisdiction. This Agreement is governed by Belgian law, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. The courts of Nivelles, Belgium shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

12.10 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and together constitute one instrument.

SIGNATURES

For Vision Smarts SRL   **For Licensee**

Name: _____   Name: _____

Title: _____   Title: _____

Signature: _____   Signature: _____

Date: _____   Date: _____