GS1 US BRAND PORTAL, COPYRIGHT & TRADEMARK LICENSE AGREEMENT

READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE GS1 US BRAND PORTAL. BY CLICKING THE "ACCEPT" BUTTON, LICENSEE EXPRESSLY AGREES AND CONSENTS TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS DEFINED HEREIN.

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between GS1 US, Inc. (hereinafter "Licensor") and the entity who completes the registration process to access the GS1 US Brand Portal (hereinafter "Licensee"), effective as of the date Licensee completes the registration process ("Effective Date").

W I T N E S S E T H:

WHEREAS, Licensor designs, implements and administers global standards and solutions to improve the efficiency and visibility of supply and demand chains;

WHEREAS, Licensor is the sole and exclusive owner of certain original and creative works relating to Licensor and its products and services, including advertising and promotional materials, educational materials, guides, graphics, photographs, illustrations, images, video and audio clips, music, sounds, scripts, data, files, software, compilations, designs, and of the copyright in such works (hereinafter "the Copyrighted Works");

WHEREAS, Licensor has created, adopted and commenced use of certain trademarks and service marks in connection with the design, implementation and administration of global standards and related products and services to improve the efficiency and visibility of supply and demand chains and is the owner of certain trademark applications and/or registrations for these marks (hereinafter individually and/or collectively the "Marks");

WHEREAS Licensor has created a brand portal accessible at http://www.gs1us.org/brand-portal through which Licensor wishes to license the Copyrighted Works and Marks pursuant to the terms and conditions of this Agreement and Additional Terms as defined below (hereinafter the "Portal");

WHEREAS, Licensee wishes to use the Copyrighted Works and the Marks available via the Portal in connection with the global standards and related services and products designed, initiated, implemented and/or administered by Licensor and in advertising and promoting such services and products, subject in each case to all applicable rules, regulations and policies of Licensor (hereinafter the "Licensed Services & Products");

WHEREAS Licensee acknowledges and accepts that the Copyrighted Works and Marks available via the Portal may change from time to time and that the terms and conditions of this Agreement shall govern such modified Copyrighted Works and Marks;

WHEREAS, Licensor is willing to grant to Licensee the non-exclusive and non-transferable right and license to use the Copyrighted Works and the Marks in connection with the

Licensed Services & Products only in Licensee's geographic territory or market (hereinafter "the Territory"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 - OWNERSHIP OF COPYRIGHTED WORKS AND MARKS

1.1 Licensee acknowledges and agrees that the Copyrighted Works comprise creative, new and original works of authorship and that Licensor is the sole and exclusive owner of all worldwide and universal right, title and interest in and to the Copyrighted Works.

1.2 Licensee acknowledges and agrees that Licensor is the sole and exclusive owner of all worldwide and universal right, title and interest in and to the Marks and that all use of the Marks by Licensee in accordance with the terms and conditions of this Agreement shall inure to the benefit of Licensor.

1.3 Licensee shall not (i) challenge or make any claim adverse to Licensor's right, title or interest in and to the Copyrighted Works and/or the Marks, (ii) acquire or assert any proprietary rights to or interest in the Copyrighted Works, the Marks, and/or any colorable variations or imitations thereof, or support or assist any third party to do so, or (iii) seek to register the Copyrighted Works, the Marks, and/or any colorable variations or imitations thereof, in its name or in the name of any affiliated company anywhere in the world. Notwithstanding any other provision of this Agreement, Licensee may seek to register the Copyrighted Works and/or Marks in the Territory only on behalf of and solely in the name of Licensor. In the event Licensee seeks to register the Copyrighted Works and/or Marks in the Territory on behalf of and solely in the name of Licensor, Licensee shall notify Licensor within (10) days of filing any such application and shall bear all costs and fees arising from or related, directly or indirectly, to Licensee's efforts to seek such registration. In the event Licensee registers any of the Copyrighted Works and/or Marks, Licensee shall, at Licensor's request, transfer, assign and convey to Licensor any and all such registrations and execute any an all documents necessary to effect such assignment, all without further consideration from Licensor

1.4. Licensee shall execute such further documents and provide deposits or specimens of use of the Copyrighted Works and/or the Marks or other materials or information reasonably requested by Licensor to register and/or protect Licensor's rights in the Copyrighted Works and/or the Marks. Licensee further hereby assigns to Licensor any and all rights, title and interest in any advertising, marketing or promotional materials used or developed in connection with the Licensed Services & Products, or any other materials or items used, that incorporate the Copyrighted Works and/or Marks or that are adaptations, compilations, translations, collective works, derivative works, or variations based solely on the Copyrighted Works and/or Marks. Moreover, if Licensee engages a third party to create any advertising, marketing or promotional materials incorporating Licensor's Copyrighted Works and/or Marks or that are adaptations, translations, compilations, collective works, derivative works or variants thereof, Licensee shall obtain from such third party an assignment of rights, in accordance with this paragraph, to Licensor or alternatively Licensee shall, as the owner of such materials, assign such materials to Licensor.

ARTICLE 2 - GRANT OF LICENSE

2.1 The license granted pursuant to this Agreement, including the use of the Portal, is subject to the terms and conditions herein, in addition to the terms and conditions identified at the following URL which are incorporated herein by reference: http://www.gs1us.org/terms-of-use (the "Additional Terms") (collectively, the "Terms and Conditions"). To the extent there is a conflict between this Agreement, the Additional Terms or any other terms of use, this Agreement shall control unless expressly stated otherwise.

2.2 Licensor hereby grants to Licensee, subject to the Terms and Conditions, a non-exclusive, non-transferable right and license during the term of this Agreement to access and use the Portal, and use, copy, publish, display, translate or distribute the Copyrighted Works, or portions thereof, in connection with the Licensed Services & Products and to create derivative works therefrom which shall be exclusively owned by Licensor, solely in connection with rendering the Licensed Services & Products in the Territory. Licensee warrants and represents that any translation or derivative works based on the Copyrighted Works shall not infringe or violate the rights of any other party, entity or person in the Territory.

2.3 Licensor hereby grants to Licensee, subject to the Terms and Conditions, a non-exclusive, non-transferable right and license during the term of this Agreement to use the Marks in connection with the Licensed Services & Products in the Territory in accordance with the quality standards and specifications set forth in Article 3 hereof.

2.4 Licensee acknowledges and agrees that nothing herein shall grant to or confer upon Licensee any right, title, or interest in the Copyrighted Works and/or the Marks other than the non-exclusive right to use the Copyrighted Works and/or the Marks in connection with rendering the Licensed Services & Products pursuant to the Terms and Conditions as defined herein. All rights not expressly granted to Licensee herein are reserved to Licensor.

ARTICLE 3 – QUALITY STANDARDS

3.1 The quality and specifications of the Licensed Services & Products to be marketed, advertised, promoted, offered, sold or rendered by Licensee under or in connection with the Marks shall conform and adhere to those standards presently maintained and exemplified by the products and services offered and provided by Licensor to the public. In that regard, Licensee shall adopt and maintain quality standards for the Licensed Services & Products to be marketed, advertised, promoted, offered, sold or rendered under or in connection with the Marks pursuant to this Agreement, which are at least equal to the standards of quality maintained by Licensor prior to the Effective Date of this Agreement, or such quality standards and specifications as may be established by Licensor after the Effective Date.

3.1.1 Licensee recognizes the substantial goodwill associated with the Marks owned by Licensor and will not permit the quality of the Licensed Services & Products marketed, advertised, promoted, offered, sold or rendered under or in connection with the Marks to deteriorate so as to affect adversely the goodwill associated with the Marks.

3.2 Licensee shall not cause any action or permit or fail to prevent any action by itself, its affiliates or any other party under its control that is deemed to injure, harm or dilute

the distinctiveness or goodwill in and to the Marks owned by Licensor. Licensee shall cooperate in maintaining the quality and standards for the Licensed Services & Products marketed, advertised, promoted, offered, sold or rendered in connection with the Marks and to supply to Licensor upon request, specimens of use of the Marks in connection with the Licensed Services & Products or other evidence reasonably requested to confirm use of the Marks and that quality standards are in conformity with Licensor's specifications.

3.3 Licensor shall have the right, at all reasonable times, to review the activities in connection with which the Copyrighted Works and/or Marks are to be used by Licensee, in order that Licensor may satisfy itself that these activities reasonably comply with the terms of this Agreement. Licensor's approval of any activities of Licensee in connection with which the Copyrighted Works and/or Marks are used does not constitute or imply a representation or belief that such materials comply with any applicable laws, rules and/or regulations ("Laws"), which compliance is solely Licensee's responsibility.

3.4 In the event that Licensor, in its sole opinion, determines that the Licensed Services & Products fail to conform and adhere to the standards for quality and specifications herein, Licensor shall so notify Licensee (such notification referred to herein as a "Quality Notification"). The Quality Notification shall set forth in reasonable detail the non-conforming activities, and, where reasonable, any steps or changes that would cause the non-conforming activities to conform. Within thirty (30) days from its receipt of such notification, Licensee shall, at its option: (i) cease such further non-conforming activities; (ii) take the steps identified by Licensor in the Quality Notification; or (iii) take such other steps as it believes, in good faith, shall cause the non-conforming activities to conform, and Licensee shall notify Licensor of the option Licensee elects, and the steps being undertaken to carry out the option. Failure by Licensee to timely comply with this provision shall be cause for immediate termination of this Agreement.

ARTICLE 4 – USE OF COPYRIGHTED WORKS AND MARKS

4.1 Licensee shall not make any false or misleading written or oral representations of fact concerning Licensee, Licensor or the Licensed Services & Products, and shall not use the Copyrighted Works and/or Marks in a manner so as to misrepresent its relationship with Licensor or the source or origin of the Licensed Services and Products.

4.2 Licensee agrees to use the Copyrighted Works and Marks only in a manner approved by Licensor in accordance with the Brand Guidelines established by Licensor, which may be amended from time to time and shall be binding upon Licensee.

4.3 Licensee agrees to place the notation "SM", "TM" or "®", as directed by Licensor, after the first or most prominent use of the Marks, together with the following legend: "[IDENTIFY MARK] is a service mark owned exclusively by GS1 US, Inc. and is used under license" in Licensee's advertising, promotions, or other printed materials bearing the Marks.

4.4 Licensee agrees to place the following legend on or in all transmissions, broadcasts, printed materials, advertisements, promotions and derivative works comprising, containing or created from the Copyrighted Works: "© [*Year of Publication*] GS1 US, Inc., All Rights Reserved" [e.g., "© 2013 GS1 US, Inc., All Rights Reserved"].

4.5 Licensor has the right at its option, and at Licensee's expense, to review for prior approval any and all advertising, promotional materials, printed or electronic matter, or other materials featuring the Copyrighted Works and/or the Marks to insure full compliance with the terms of this Agreement

4.6 Licensee covenants that it will not, during the term of this Agreement or thereafter, adopt or use any trade name, domain name, trademark or service mark, logo, design, or designation that is likely to cause confusion with the Marks.

ARTICLE 5 - INDEMNIFICATION

5.1 Licensor is not aware of any impediment to its ability to grant this License but makes no warranty in that regard and makes no warranty that Licensee's use of the Copyrighted Works and/or Marks will be free from infringement of third party rights. It is Licensee's sole responsibility to carry out any necessary investigation of Licensee's use of the Copyrighted Works and Marks under this Agreement to establish that such use does not infringe or violate any right of any third party.

5.2 Notwithstanding any other provision of this Agreement, Licensor shall NOT indemnify Licensee and its affiliates, successors, assigns, officers, directors, employees, agents, and representatives from and against any and all claims, suits, actions, losses, costs, penalties and damages of whatsoever kind or nature (including but not limited to settlement amounts, expert witness fees and reasonable attorney's fees and costs) (hereinafter "Claims") arising from or related, directly or indirectly, to Licensee's use of the Copyrighted Works and/or Marks.

5.3 Licensee shall indemnify and hold harmless Licensor and its affiliates, successors, assigns, officers, directors, employees, agents, and representatives from and against any and all Claims arising from or related, directly or indirectly, to the breach by Licensee of any of its obligations pursuant to the Terms and Conditions of this Agreement or any use of the Portal, Copyrighted Works or Marks not explicitly authorized by this Agreement.

ARTICLE 6 - NOTIFICATION OF INFRINGEMENT BY THIRD PARTIES

6.1 Licensee shall promptly notify Licensor in writing of any third party's adoption, registration, copying or use of the Copyrighted Works, the Marks, or any colorable variation or imitation thereof, which would infringe or impair, tend to impair or dilute Licensor's rights in and to the Copyrighted Works or the Marks. Licensee further agrees to take no action of any kind with respect to such infringement or adverse use (other than the provision of notice required herein), except by and in accordance with an express written authorization of Licensor.

6.2 Licensor, in its sole discretion, shall have the right to decide whether or not proceedings shall be instituted against any and/or all third party infringements, including those identified pursuant to paragraph 6.1 herein. In the event Licensor decides that action should be taken against any such third party, Licensor may take such action whether in its own name or, alternatively, Licensor may authorize Licensee to initiate such action in Licensee's name at Licensor's cost and expense. In either event, Licensee shall cooperate fully with

Licensor to whatever extent Licensor deems necessary or appropriate to prosecute such action and for the protection of Licensor's rights to the Copyrighted Works and Marks.

ARTICLE 7 - TERM AND TERMINATION

7.1 Except as provided herein, the term of this Agreement shall be indefinite unless sooner terminated in accordance with Article 7 of this Agreement, except that this Agreement shall terminate forthwith in the event that either party ceases to do business and has not assigned this Agreement as provided in Article 10.

7.2 Licensor or Licensee may terminate this Agreement by providing sixty (60) days prior written notice of termination to the other party.

7.3 Subject to the provisions of paragraph 3.3 herein, if Licensee shall materially breach any of its obligations under this Agreement, then Licensors shall have the right, but not the obligation, to terminate this Agreement and the license granted hereunder upon thirty (30) days' written notice to Licensee, and such termination shall become effective at the end of such thirty (30) day period unless Licensee shall have materially remedied the violation within such period and satisfied Licensor that such violation has been materially remedied.

7.4 If Licensor shall materially breach any of its obligations under this Agreement, then Licensee shall have the right, but not the obligation, to terminate the Agreement and the license granted hereunder upon thirty (30) days' written notice to Licensor, and such termination shall become effective at the end of such thirty (30) day period unless Licensor shall have materially remedied the violation within such period and satisfied Licensee that such violation has been materially remedied.

7.5 Notwithstanding any other terms contained herein, Licensor may immediately terminate this Agreement upon ceasing to offer the Portal.

7.6 Upon termination of this Agreement, Licensee shall immediately cease all use of the Copyrighted Works and the Marks on any materials for any purpose.

ARTICLE 8 – LICENSE FEES

8.1 In consideration of the license granted under this Agreement, Licensee shall pay the amounts described in this Article to Licensor in accordance with the provisions of Article 8.

8.1.1 Fully Accessible Assets- Licensee shall have the ability to access and download, free of charge, Brand Guidelines, standard Industry Icons, and standard Infographics, subject to the Terms and Conditions. These assets shall be provided in English only.

8.1.2 Customizable Assets - Licensee shall have the ability to access and download, for a fee, collateral available for customization, including non-industry specific communications (fliers, white papers, company prefix certificates), industry-specific communications (booklets, fliers, white papers, email templates, templates), environment

displays, presentations, signage, videos, and educational materials. Licensee may obtain pricing information by contacting Licensor via an email address provided in the Portal prior to incurring any monetary obligation for Customizable Assets.

8.1.2.1 Payment for Customizable Assets shall be made in U.S. Dollars by an electronic payment method via the Portal at the time Licensee requests access to such assets for customization or in any other manner as set forth in the Portal.

ARTICLE 9 – NOTICES

All notices and communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by overnight mail, or by electronic mail with confirmation of receipt, to Licensor or Licensee at the respective addresses the parties provide to each other or to such other address as Licensor or Licensee may from time to time specify by notice to the other given as provided in this paragraph. The date of giving such notice shall be the date of personal delivery or of sending the electronic mail or one day after deposit with an overnight mail service. Licensor's current address for notification purposes is:

GS1 US, Inc.
Princeton Pike Corporate Center
1009 Lenox Drive, Suite 202
Lawrenceville, New Jersey 08648

ARTICLE 10 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the parties and Licensor's successors and assigns. However, this Agreement may not be transferred, assigned, or sublicensed by Licensee without the prior written approval of Licensor, which approval may be granted or refused in Licensor's sole discretion.

ARTICLE 11 - HEADINGS

Headings in this Agreement are used for convenience only and shall not affect its construction or interpretation.

ARTICLE 12 - SEVERABILITY

The provisions of this Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction.

ARTICLE 13 - NO WAIVER

Failure to enforce any particular provision of this Agreement shall not constitute a waiver of future breaches or defaults with respect to that provision. Any waiver must be in writing and signed by an authorized representative of the party charged with waiver.

ARTICLE 14 - NO AGENCY OR JOINT VENTURES

This Agreement shall not create or be considered to create the relationship of master and servant, principal and agent, partnership or joint venture between the parties hereto, and neither party shall be liable for any obligation, liability, representation, negligent act or omission to act on the part of the other party.

ARTICLE 15 – GOVERNING LAW

This Agreement and the interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of laws principles. Jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to Agreement shall be in the state or federal courts located in Mercer County, New Jersey and Licensee hereby consents and submits to the exclusive personal jurisdiction and venue of the courts located in Mercer County, New Jersey for any such legal proceeding.

ARTICLE 16 – DISCLAIMER AND LIMITATION OF LIABILITY

16.1 DISCLAIMER. LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY OR RELIABILITY OF ANY CONTENT, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

16.2 LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL OR EXEMPLARY DAMAGES OR PENALTIES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, LOSSES OF BUSINESS, REVENUE OR ANTICIPATED PROFITS.