

# Novanta Corporation, Novanta or its Affiliates

## End User License and Warranty Agreement

### (Finished Readers)



PLEASE CAREFULLY READ THIS END USER LICENSE AND WARRANTY AGREEMENT (“AGREEMENT”) BEFORE USING THE PRODUCTS WHICH ARE ENCLOSED OR OTHERWISE ASSOCIATED WITH THIS AGREEMENT. BY USING OR INSTALLING THE PRODUCTS YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE OR INSTALL THE PRODUCTS. INSTEAD, PROMPTLY UNINSTALL THE SOFTWARE, AND RETURN THE PRODUCTS AND ALL PACKAGING TO THE PLACE FROM WHICH YOU OBTAINED THEM FOR A FULL REFUND.

If you have entered into a separate written license agreement with Novanta for the use of the Software, the terms of that other license agreement shall supersede the terms of this Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS.** Novanta Corporation or its affiliates (“Novanta”) or its licensors have and will retain all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works of the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. Your use of any service accessible using the Products is not covered by this Agreement and may be governed by separate terms of use, conditions or notices.
2. **GRANT OF LICENSE.** Subject to compliance with the terms of this Agreement and payment of the applicable fees, Novanta hereby grants you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Products for your internal business purposes according to the terms of this Agreement. This License grants you the following rights:
  - a. **Software.** You may use, access, display, run, or otherwise interact with (“Run”) the Software in connection with operating the Products. You may make a second copy of the Software for your exclusive use for backup purposes only.
  - b. **Storage/Network Use.** You may also store or install a copy of the Software on a storage device, such as a network server, used only to Run the Software on your other Products over an internal network; however, you must acquire and dedicate a license for each separate Product on which the Software is Run from the storage device. A license for the Software may not be shared or used concurrently on different Products.
  - c. **Reservation of Rights.** All rights not expressly granted are reserved by Novanta.
3. **RESTRICTIONS.**
  - a. **Copyright Notices:** You must maintain all copyright, trademark, patent and other proprietary notices on, embedded in or displayed by all copies of the Products.
  - b. **Limitations on Modification:** Except as expressly provided in this Agreement, you may not copy, modify, make derivative works of, adapt, or translate the Software in whole or in part.
  - c. **Limitations on Reverse Engineering, De-compilation and Disassembly:** You shall not, nor allow any third party to, copy, reverse engineer, decompile, or disassemble the Products, or attempt to do so, provided, however, that to the extent any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give you the right to perform any of the aforementioned activities without Novanta’s consent in order to gain certain information about the Software for purposes specified in the respective statutes (i.e., interoperability), you hereby agree that, before exercising any such rights, you shall first request such information from Novanta in writing detailing the purpose for which you need the information. Only if and after Novanta, at its sole discretion, partly or completely denies your request, may you exercise such statutory rights.
  - d. **Assignment and Resale:** You may not transfer or assign this Agreement (by operation of law or otherwise) without the advance, written approval of Novanta, which approval may be withheld for any reason and any such assignment, transfer or delegation without such approval shall be void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. You agree not to resell, lease, distribute or otherwise transfer the Products to any third party at any time. If you are a potential reseller of the Products, you may demonstrate the Products to your customers solely for evaluation purposes. Any demonstration may only be done in countries where the necessary regulatory certifications have been received (see Section 6 below). You may not, however, resell, lease, distribute or otherwise transfer the Products to your customers until you have signed Novanta’s Reseller Agreement.
  - e. **Open Source Software.** Notwithstanding anything to the contrary in this Agreement, any Open Source Software that may be included with the Products is not licensed under the terms of this Agreement but instead is subject to the terms of the applicable Open Source Software license.  
Unless otherwise required pursuant to the terms of an Open Source Software license, Novanta grants you no right to receive source code to the Open Source Software; however, in some cases rights and access to source code may be available to you directly from the licensors. If you are entitled to receive the source code from Novanta for any Open Source Software included with the software package, you may obtain the source code at no charge by written request to Novanta at [support@jadaktech.com](mailto:support@jadaktech.com). You must agree to the terms of the applicable Open Source Software license, or you may not use the subject Open Source Software.
4. **SUPPORT SERVICES; MAINTENANCE AND NEW RELEASES:** Novanta provides general support services related to the Products (“Support Services”) in accordance with the most current support terms described in the Documentation, on Novanta’s JADAK website at [www.jadaktech.com](http://www.jadaktech.com), and/or other Novanta provided materials. Maintenance Releases are provided to you free of charge. If you are current with the applicable maintenance and support fees, you will also receive New Releases.
5. **TERMINATION:** Without prejudice to any other rights, Novanta may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. The provisions of this Agreement, other than your license to use the Software, shall survive the termination of this Agreement. Upon termination, your right to use the Products shall cease. Depending on your location, there may be rules or regulations regarding the disposal of the Products. Please contact Novanta for further information.

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6. **COMPLIANCE WITH LAWS;** You agree that you shall comply with all applicable federal, state and local laws and regulations in connection with your performance under this Agreement. You acknowledge that each country in the world may have unique government licensing provisions for the HF/UHF frequency band. These licensing provisions may affect the frequency and/or power levels at which the Product operates and/or may require specific protocols (e.g., “listen before talk”). You agree to purchase and use Products only in compliance with all applicable government licensing requirements.
7. A list of the countries currently supported by Novanta’s ThingMagic Products may be found at [www.jadatech.com](http://www.jadatech.com) or by sending an email request to [support@thingmagic.com](mailto:support@thingmagic.com). Novanta makes no representation that it will adapt its Products for sale to any country not found on such supported countries list. You agree, represent and warrant that you will (i) purchase and use the appropriate Product for the country into which you are shipping or using the Product, (ii) not ship or re-ship a Product into a country for which the Product is not authorized, or (iii) obtain from the governing authorities the license(s) necessary to operate in the applicable country. If you wish to use the Product or in any country for which a Product has not been certified or authorized, it shall be your sole responsibility to ensure the Product complies with any regulatory requirements applicable to such country, including technical, performance, safety or certification requirements.

You shall indemnify and hold harmless Novanta for any and all claims, actions, fines, penalties, damages, attorney fees or other injuries resulting from your breach of this section.

8. **U. S. GOVERNMENT RESTRICTED RIGHTS:** Use, duplication, or disclosure of products by the U.S. Government is subject to restrictions set forth in the applicable Novanta Corporation license agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.2277013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.
9. **EXPORT REQUIREMENTS.** Regardless of any disclosure made by you to Novanta of an ultimate destination of the Products acquired from Novanta and, notwithstanding anything contained in this Agreement to the contrary, you will not modify, export, or re-export, either directly or indirectly, any Products, or portions thereof, without first obtaining any and all necessary licenses from the United States government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export.
10. **LIMITED WARRANTY:** Subject to the conditions in the following paragraph, Novanta warrants for a period of twelve (12) months from the date of original shipment the Products will be free from defects in material and workmanship and will operate in substantial conformance with applicable Specifications. If the Products fail to meet this warranty, Novanta (at its sole option) will either repair or replace the nonconforming Product with new, equivalent to new, or reconditioned parts or Product. If neither of those can be done on a commercially reasonable basis, Novanta may, at its sole option, pay you an amount based on depreciation of the Product over a three (3) year useful life. In the event of repair pursuant to the foregoing warranty, the validity of the foregoing warranty will be twelve (12) months from the date of shipment of the repaired Product less the period of time between the date of original shipment and the date on which Novanta received return of the Product for repair. The foregoing is your sole and exclusive remedy if a Product fails to meet the limited warranty above.
11. **WARRANTY CONDITIONS:** In order for the warranty to apply, you must first obtain a written return authorization from Novanta by contacting Novanta by email to [support@thingmagic.com](mailto:support@thingmagic.com). Returned Products must be shipped, transportation prepaid, by the most practical method of shipment. Any expenses incurred in the making of a claim under this warranty will be borne by you. This warranty shall not apply to any custom work performed by Novanta. This warranty shall also not apply to defects or substantial nonconformance with the Specifications which result from: (1) your improper installation, use, storage, care or maintenance; (2) wear resulting from normal use of parts subject to wear; (3) modification, alteration or retiming of a product, or combination with another product; (4) use with products (including supplies) or software not furnished by Novanta; or (5) accident, neglect, misuse or abuse or where the trademark or certification labels have been defaced or obliterated. Unauthorized modification or alteration of Products shall invalidate this warranty. Novanta shall return all Products repaired or replaced under warranty freight prepaid to you.
12. **DISCLAIMER OF WARRANTIES:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, NOVANTA AND ITS SUPPLIERS PROVIDE THE PRODUCTS AND WARRANTY AND SUPPORT SERVICES “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS IS WITH YOU. NOVANTA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
13. **NOTICE TO AUSTRALIAN PURCHASERS, AUSTRALIAN CONSUMER WARRANTY LAW:** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Novanta’s warranty, as set out in this Agreement, is in addition to any mandatory rights and remedies that you may have under the *Australian Consumer Law*.

14. **LIABILITY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NOVANTA OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCTS OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NOVANTA OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES SHALL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

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**15. INDEMNITY.** You agree to indemnify, defend and hold harmless Novanta and its directors, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) (collectively, “Claims”) arising from, in connection with or related in any way to, directly or indirectly, (i) your material breach of this Agreement, or (ii) any alleged infringement of any third party’s patent, copyright or trade secret arising from the use of the Products in combination with products not provided by Novanta if such infringement would have been avoided by the use of the Products without the use of such other non-Novanta products; provided, that Novanta gives you prompt notice of any actual or threatened Claims, (iii) gives you sole control of the defense or settlement of such claims, and (iv) cooperates fully with you and your counsel in the defense or settlement thereof, so long as you pay Novanta’s reasonable out of pocket costs.

**16. MISCELLANEOUS**

- a. **Governing Law.** If you purchased the Products from Novanta Corporation then this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and applicable United States federal law, without reference to “conflicts of laws” provisions or principles and jurisdiction and venue of any dispute or court action arising from or related to this Agreement or the Software shall lie exclusively in or be transferred to the courts of the County of Suffolk, Massachusetts, and/or the United States District Court for the District of Massachusetts. You hereby consent and agree not to contest, such jurisdiction, venue and governing law. If you purchased the Products from Novanta Europe BV then this Agreement will be governed by and construed in accordance with the laws of the Netherlands, without reference to “conflicts of laws” provisions or principles and this Agreement irrevocably attorns to the jurisdiction of the courts of The Netherlands and further agrees to commence any litigation that may arise under this Agreement in the courts of The Hague, The Netherlands. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement.
- b. **Independent Contractors.** You are an independent contractor, and nothing contained herein will be deemed or construed to create a joint venture, franchise, partnership, agency or similar relationship between Novanta and you.
- c. **Severability.** All terms and provisions of this Agreement are severable. Any term or provision of this Agreement or any application thereof which may be invalid or unenforceable shall be ineffective only to the extent of such prohibitions or unenforceability without affecting the remainder of this Agreement or any other application of such term or provision.
- d. **Modifications.** This Agreement may be modified only by a written instrument duly executed by an authorized officer of the party affected by such modification. No condition, usage of trade, course of dealing or performance, understanding or agreement purporting to amend, modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound.
- e. **Waiver.** No delay or failure by either party to detect, protest or remedy the failure of the other party to perform any obligation under this Agreement will constitute a waiver of such party's rights. No waiver of any provision of this Agreement or of any rights or obligations of either party hereunder will be effective unless in writing and signed by an authorized officer of the waiving party.
- f. **Official Language.** THE OFFICIAL LANGUAGE OF THIS END USER LICENSE AND WARRANTY AGREEMENT IS ENGLISH. IN THE EVENT OF A CONFLICT BETWEEN ENGLISH AND OTHER LANGUAGE VERSIONS, THE ENGLISH LANGUAGE SHALL CONTROL.

**17. DEFINITIONS.**

- a. **Documentation** means written information specifically pertaining to the Products (such as user manuals, technical documentation, and training guides) whether online, or in paper or electronic format.
- b. **Error** means incorrect code in the Software or an incorrect statement or diagram in the Documentation that produces results not in conformity with the Specifications.
- c. **Maintenance Releases** means modifications or revisions specifically to correct Errors in the Products so that the Products meet the original Specifications.
- d. **New Releases** means modifications or revisions (other than Maintenance Releases) to the Product which provide new or enhanced functionality or features, or improved performance.
- e. **Open Source Software** shall mean those software programs or libraries that are identified in the software documentation, read me and/or about files as being subject to any open source software license, and all modifications, derivative works and executables based on or derived from such software programs or libraries, if such modifications, derivative works and/or executables are also subject to the applicable open source software license by its terms.
- f. **Products** shall mean any and all Novanta RFID and RFID-related products, including Software.
- g. **Software** shall mean any and all software developed, marketed or provided by Novanta, including Documentation, whether as stand-alone software or software built into the hardware circuitry as firmware. Software may be in machine readable (object code) or human readable (source code) form. Software includes all Maintenance Releases, New Releases, Error corrections, and bug fixes provided to you.
- h. **Specifications** means the applicable functional and technical performance parameters published in the Documentation.