

## SDK LICENSE AGREEMENT

To the extent that X-Rite has made commitments or is obligated through its participation in standards setting activities to offer licenses on other terms and conditions, X-Rite will also comply with those obligations as well. This implementation license is in addition to any other license agreements or programs that may exist or that X-Rite may offer in the future.

### SDK LICENSE AGREEMENT

This is a legal agreement ("Agreement") between the individual or entity identified and signing below ("You" or "Licensee"), and X-Rite, Incorporated, ("X-Rite") (each a "Party", and collectively the "Parties"). If You want a license from X-Rite to implement the Software Development Kit identified in Exhibit A You must (1) complete the designated information in the box below and (2) sign and return this Agreement AS IS to X-Rite at the address shown in Section 8.3. This is an offer by You on the terms set forth in this Agreement only to be accepted by X-Rite. If any changes are made to this Agreement, the offer will be rejected by X-Rite. This Agreement completed and fully signed by You will become effective on the date it is received and accepted by X-Rite pursuant to Section 8.3 below (the "Effective Date").

Licensee full legal name:

Type of legal entity (corporation, partnership, sole proprietorship, individual or other):

State/Province organized:

Street address:

City, State, Country & postal code:

Contact persons name:

Telephone number:

Email address for notices:

Developer Name:

Developer Email address:

(Please ensure that this address is a registered user on [www.xrite.com](http://www.xrite.com))

## **Recitals**

Licensee desires a license from X-Rite, to implement the SDK(s) identified on Exhibit A, and to use the corresponding Technical Documentation (as defined below) for that purpose.

### **1. Definitions**

1.1 "Licensed Implementation(s)" means only those specific portion(s) of the Licensed Product(s) that implement the Licensed SDK(s) and Technical Documentation and are compliant with the relevant Technical Documentation.

1.2 "Licensed Product" means solely the Apple and/or Google App(s) listed in Exhibit A attached hereto, branded with a trademark owned or controlled by You, that includes Licensed Implementation(s) either alone or with other components.

1.3 "Licensed SDK(s)" means the Software Development Kit ("SDK")(s) identified in Exhibit A attached hereto.

1.4 "Technical Documentation" means the manual and other technical documentation supplied with the Licensed SDK.

### **2. Enhancements and Updates**

Other than any updates that X-Rite may publish at URL location(s) for the Licensed SDK published by X-Rite, no other X-Rite enhancements or updates to Licensed SDK, and/or Technical Documentation are licensed under this Agreement. In the event X-Rite elects to make other such X-Rite enhancements or updates available, such enhancements or updates will only be licensed by X-Rite under a separate written agreement.

### **3. Licenses**

3.1 X-Rite hereby grants You a non-exclusive, nonsublicensable, personal, worldwide license during the Term to use the Licensed SDK and Technical Documentation to make reasonable number of complete copies of Licensed SDK and Technical Documentation solely for use in developing Licensed Implementation(s) solely for Licensed Products.

3.2 X-Rite hereby grants You a nonexclusive, nonsublicenseable, personal, worldwide license during the Term to use the Licensed SDK and Technical Documentation to:

(a) make, use, import, offer to sell, sell and distribute directly or indirectly to end users, object code versions of Licensed Implementations only as incorporated into Licensed Products and solely for the purpose of

conforming with the Licensed SDK as described in the corresponding Technical Documentation; and

(b) to distribute or otherwise disclose source code copies of the Licensed Implementation(s) licensed in Section 3.2(a) only if You (i) do not disclose the communication protocols with the object code provided in Licensed SDK (ii) prominently display the following notice in all copies of such source code, and (iii) distribute or disclose the source code only under a license agreement that includes the following notice as a term of such license agreement and does not include any other terms that are inconsistent with, or would prohibit, the following notice:

*"This source code may incorporate intellectual property owned or licensed by X-Rite, Incorporated, or one of its affiliates. Our provision of this source code does not include any licenses or any other rights to you under any X-Rite intellectual property. If you would like a license from X-Rite (e.g. to rebrand, redistribute), you need to contact X-Rite directly (send mail to [LicensingTeam@Xrite.com](mailto:LicensingTeam@Xrite.com))."*

(c) Restrictions. You shall not: (i) circumvent or otherwise reverse engineer any Protection Mechanism (as defined below) provided and/or installed by X-Rite as part of, or on, the Licensed SDK, any software application that interacts with the Licensed SDK, the instrument hardware and/or the instrument firmware. As used herein, "Protection Mechanism" means any protection mechanism that supports the enforcement of X-Rite's security and/or restricted use policies, including but not limited to mechanism that disables the operation of a device in a given context or environment; or controls or restrict the functionality of certain features; (ii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization) from the Licensed SDK and/or Technical Documentation or from any other information by any means whatsoever; (iii) use any functions of the Licensed SDK which are not published in the Technical Documentation without separate written approval (iv) other than expressly permitted hereunder modify or create a derivative work of the Licensed SDK, Technical Documentation or any portion thereof; or (v) other than expressly permitted hereunder use, disclose, distribute, sell, rent, lease or sublicense the Licensed SDK, Technical Documentation or any portion thereof. It is expressly agreed that you shall not distribute the 'header files' (i.e., all files with .h extension) in the Licensed SDK whether as part of the Licensed Implementation or otherwise. In the event that X-Rite provides you with (i) any EDR files; or (ii) software and processes to create EDR files, whether as part of the Licensed SDK package hereunder, any update to the Licensed SDK hereunder; or under a separate agreement, You expressly agree that in addition to any other restriction hereunder (which shall be applicable to such EDR files), You shall not use or distribute any such EDR files other than as an integral part of the Licensed Implementation (unless otherwise agreed in writing between You and X-Rite). You acknowledge that the creation, supply and distribution of EDR files, is subject to individual license agreements between X-Rite and its

licensees. Accordingly, you agree not to use, in any way whatsoever, any EDR files incorporated into third parties' solutions, but seek a license from X-Rite if you desire to use EDR files. You shall inform everyone having access to the Licensed SDK or the hardware on which they are installed or used of all of the applicable restrictions limiting the use of the Licensed SDK and Technical Documentation as well as of all of your duties and obligations under this Agreement. In the event that X-Rite has licensed a portion of a Licensed SDK from an unaffiliated third party, and such license requires royalty payments or execution of a license directly between You and such third party, X-Rite shall inform You of such payment or license requirement.

(d) Product Key. Notwithstanding anything to the contrary in this agreement, in addition to any restrictions herein, You hereby expressly agree:

- (i) Not to provide any Product Key (as defined in Exhibit A) to anyone including your own employees, except for such employees with a "need to know" solely for the development of Licensed Implementation;
- (ii) Not to remove the Retail Product Key from Your own premises or make, retain or maintain any extra copies of Product Key in hard or electronic form;
- (iii) Not to disclose the terms of any agreement under which any product key is made available to You other than the fact that You have the right to use such product key;

3.3 License Clarifications. The licenses granted to You in this Agreement do not include any right to (i) modify the Technical Documentation or to extend or change any of the packet types or content types described in the Technical Documentation, or (ii) implement the Licensed SDK, the Technical Documentation and/or any portions thereof in any software other than a Licensed Implementation and solely for Licensed Products.

3.4 Upon notifying and receiving X-Rite's written consent, You may give one subcontractor access to the Licensed SDK and Technical Documentation with the sole objective that this subcontractor creates Licensed Implementation(s) for Your own Licensed Products. This subcontractor shall not be allowed to create Licensed Implementation(s) for any other products or applications. This subcontractor acting under Your responsibility must agree to be bound by the terms of this Agreement in writing.

3.5 Ownership; Reservation of Rights. As between the parties, X-Rite is the sole and exclusive owner of all rights, title in and to the Licensed SDK and Technical Documentation and all copies, portions, enhancements and modifications (by whomever made) thereof. The license hereunder does not constitute a sale of the Licensed SDK or any portion or copy thereof. All rights not expressly granted in this Agreement are reserved by X-Rite. No additional rights are granted by implication or estoppel or otherwise. By way of clarification, in order for a third party to distribute a Licensed Implementation as part of its third party branded products, such party must

be authorized to do so by You and must also execute this license and comply with its terms.

3.6 Copies of Licensed Products and Licensed Implementations. You agree to provide X-Rite with a minimum of two (2) fully operational (including all installers, dongles, product keys, etc.) copies of any Licensed Product incorporating the Licensed Implementations as well as any and all updates, upgrades and feature versions thereof for X-Rite's archives, testing and internal use only but for not for distribution by X-Rite. In the event that a Licensed Product requires additional software and/or hardware to exercise all of its functions, You further agree to provide X-Rite with two (2) fully operational copies of any such additional software and hardware.

#### 4. Consideration

4.1 In consideration for the grant of the License described herein, You shall:

(i) Include the the CxF logo on the splash screen of your application (sample in exhibit B) and include the text: **"(app name) incorporates the CxF file format to provide seamless Color data exchange.**

(ii) Associate the CxF icon when installing the application so that CxF files are properly identified with the CxF logo.

#### 5. Term and Termination

5.1 Term. This Agreement shall be effective for a period of one (1) year from the Effective Date ("**Initial Term**") and shall renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides notice of its intent not to renew to the other party at least one hundred and eighty (180) days prior to the end of the Initial Term or then-current Renewal Term.

5.2 Termination. (a) X-Rite may terminate this Agreement (i) immediately upon written notice at any time, if You are in material breach of Section 3.2(b) or Your subcontractor of section 3.4; or (ii) if You otherwise materially breach this Agreement and You fail to cure the breach within thirty (30) days after You receive notice of the breach from X-Rite. (b) Upon termination, Your licenses under this Agreement shall end and You shall cease all reference to and use of the Licensed SDK and the Technical Documentation (including but not limited to all production and all distribution of Licensed Implementations and Licensed Products).

5.3 Survival. In particular sections 1, 3.5, 5.2, 6.1, 6.2, 6.3, 7, 8 and this Section 5.3 shall survive any termination of this Agreement. Licenses

granted prior to the termination of this Agreement by You to End Users for Licensed Implementations in accordance with the terms of this Agreement shall survive any termination of this Agreement.

## **6. Representations and Disclaimers of Warranty**

6.1 You represent and warrant that the person signing this Agreement on Your behalf has all necessary power and authority to do so, and that upon such signature this Agreement is a binding obligation on You.

6.2 X-RITE warrants and represents that it has title and/or license to the Licensed SDK and the Technical Documentation relating thereto and that it has the right to grant the licenses provided hereunder. X-RITE further warrants and represents that the Licensed SDK and the Technical Documentation relating thereto do not infringe any third party rights.

6.3 **DISCLAIMERS.** EXCEPT AS OTHERWISE SPECIFIED ABOVE AND AS FAR AS LEGALLY ALLOWED, THE TECHNICAL DOCUMENTATION, LICENSED SDKS AND ALL INTELLECTUAL PROPERTY MADE AVAILABLE AND/OR LICENSED BY X-RITE UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. X-RITE DISCLAIMS ALL WARRANTIES, DUTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO SUCH TECHNICAL DOCUMENTATION, LICENSED SDKS AND INTELLECTUAL PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. X-RITE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED SDK, WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED SDK WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SDK WILL OR CAN BE CORRECTED. FURTHERMORE, X-RITE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SDK IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY X-RITE OR X-RITE'S AUTHORIZED REPRESENTATIVE OR ANY REPRESENTATION MADE BY X-RITE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY.

## **7. Limitation of Liability**

AS FAR AS LEGALLY ALLOWED UNDER NO CIRCUMSTANCES SHALL X-RITE BE LIABLE FOR ANY DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUE OR PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EVEN IF X-RITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR SUCH DAMAGES WERE CAUSED BY X-RITE'S NEGLIGENCE.

## **8. Miscellaneous**

8.1 No Partnership, Joint Venture or Franchise. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise as defined in the 16 CFR Section 436.2(a), or any similar laws in other jurisdictions.

8.2 Export Regulations. You acknowledge that the Technical Documentation Licensed SDK and implementations thereof may be subject to U.S. export jurisdiction and other applicable national or international laws. You agree to comply with all applicable international and national laws that apply to the Technical Documentation, Licensed SDK and implementations thereof, including but not limited to the U.S. Export Administration Regulations.

8.3 Executed Agreements and Effectiveness; Notices. Only one Agreement per Licensee for particular Licensed SDK(s) and Technical Documentation shall be effective. To be effective, your executed Agreement(s) must be received, approved and countersigned by X-Rite. Executed Agreement(s) must be sent by messenger, traceable express mail, fax, e-mail using secure pdf or prepaid certified mail, return receipt requested, addressed to X-Rite as follows:

X-Rite Incorporated

4300 44<sup>th</sup> St. SE

Grand Rapids, Michigan 49512 USA

Attention: Global Business Development, SDKs Licensing Team

Email: [LicensingTeam@xrite.com](mailto:LicensingTeam@xrite.com)

X-Rite shall advise Licensee of its acceptance and the Effective Date by email notice to the email address on the first page of this Agreement. Except for the foregoing, all notices in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the mail, fax, e-mail using secure pdf, postage prepaid, certified or registered, return receipt requested, and addressed either to Licensee as stated in the box on the first page of this Agreement or to X-Rite as stated above, or to such other address as a Party may designate pursuant to this notice provision.

8.4 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Michigan without regard to any conflict of laws principles. Any suit or proceeding relating to this Agreement shall be brought only in Kent County, Michigan. As far as legally allowed You waive all defenses of lack of personal jurisdiction and forum non-convenience. Process may be served on either Party in the manner authorized by applicable law or court rule.

8.5 Assignment. You may not assign this Agreement by operation of contract, law or otherwise. Any attempted assignment by You in violation of this Section shall be void.

8.6 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable other than Sections 3.2(b) and 3.4, such provision and the rest of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the Agreement will continue in full force and effect. In the event that a court of competent jurisdiction finds that Section 3.2(b) or 3.4 is unenforceable, this entire Agreement and any licenses granted hereunder shall be rendered null and void. Failure by a Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

8.7 Trademark/Logo Usage. Except as expressly permitted pursuant to Section 4 above, nothing herein grants You any right to use or display any X-Rite trademark or logo in connection with a Licensed Implementation or Licensed Product.

8.8 No Requirement to Implement. Nothing in this Agreement shall be construed as requiring You to use or implement Licensed SDK.

8.9 Identification of Licensees. The fact that You have licensed SDK(s) under this Agreement is not confidential. Either Party may make public announcements regarding Your execution of this Agreement. X-Rite, at its option, may list You as a licensee on a website or in other public communications.

8.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of You and X-Rite by their respective duly authorized representatives.

By signing below You agree to the foregoing and represent that You have not modified this Agreement in any way. This Agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

By (signature):

Licensee Name:

Name (printed):

Dated:

Title:

X-Rite, Incorporated

By:

Name:

Dated:

Title:

**EXHIBIT A:**

**Licensed Software Development Kit(s):**

CxF Software Developer kit

**Licensed Products:**

Limited to the following Licensee's applications

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The Licensed Implementation is allowed strictly in connection with the Licensed Products described above.

## Exhibit B

### CxF Logo

The following is a representation of the CxF icon. The icon in various formats is available in electronic form as part of the SDK available on the X-Rite Developer portal.

