

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("**AUP**") applies to You as an individual user requesting access and use of certain technology provided by Avery Dennison directly or via third parties (the "**Solution**") under an authorization from a third party organization (the "**Client**"). If you have several authorizations from several Clients to use the Solution, you may have separate Access Credentials associated with each Client.

Your rights to access and use the Solution are granted under a commercial agreement between Avery Dennison and the Client (the "**Agreement**"). This AUP does not confer or transfer any rights to you for the access or use of the Solution.

You shall abide by this AUP at all times, whether in the context of a production environment or a demo, trial, test or other evaluation environment (either billable or free of charge) and whether the Solution is generally available to the market or still at pre-release or beta stage.

In the event of any conflict between this AUP and any instructions provided by the Client to access or use the Solution, this AUP shall prevail.

1. Definitions

"Access Credentials" means any user name, identification number, password, license, security key or other technology or device used, alone or in combination, to verify your permission to access and use the Solution.

"Affiliates" means any legal entity that directly or indirectly controls, or is controlled by, or is under common control with another entity. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.

"Avery Dennison", "us", "our" or "we" in this AUP mean the specific Affiliate of Avery Dennison Corporation entering into an agreement with the Client for the use of the Solution.

"Documentation" means user manuals, handbooks and guides relating to the access or use of the Hardware or the Software as made available by Avery Dennison, its Affiliates or any third parties on its behalf to the Client in writing and as updated from time to time.

"Feedback" means any ideas, comments, use behaviors, suggestions, crash reports or support related communications regarding the possible creation, modification, correction, improvement or enhancement of the Solution.

"Hardware" means any equipment provided with the Solution, as applicable.

"Input Data" means any data (including personal data) that you directly or indirectly submit or share with Avery Dennison or its Affiliates, partners and subcontractors by using the Solution.

"IPR" or "Intellectual Property Rights" means rights in inventions, patents, trade marks, service marks, rights in designs, rights in trade names and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, know-how, copyrights (including, for the avoidance of doubt, rights in computer software), data rights, database rights and semiconductor topography rights, rights of confidentiality and other proprietary rights relating to information including know how and other technical information (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

"Prohibited Data" means any of the following types of data (a) any personal data categories referred to under Articles 9 and 10 of the Regulation 2016/679 of the European Parliament and of the Council; (b) data that is classified and or used in the U.S. Munitions list, including software and technical data; (c) articles, services and related technical data designated as defense articles or defense services (including dual-use); (d) ITAR (International Traffic in Arms Regulations) related data; and (e) Viruses.

"Software" means the web-based or cloud-based SaaS, as well as the object code version of downloadable or pre-installed software applications or functionalities provided with the Solution,

including without limitation (i) APIs made available or prescribed by Avery Dennison or its Affiliates; and (ii) any software updates, upgrades or new versions.

“Solution” has the meaning provided in the header. Unless otherwise stated, all references to the Solution (i) shall also include all Solution Data; and (ii) shall be referred to each individual component of the Solution and, where applicable, also to the Solution as an integrated combination of products, data, services and technology.

“Solution Data” means any data other than Input Data (i) used by Avery Dennison, its Affiliates or any third parties on its behalf for the provision of the Solution (whether shared with the user or not); or (ii) derived or inferred by Avery Dennison (directly or via third-party services or technologies) from your interaction with the Solution (including from Input Data), such as by (a) pre-processing Input Data for further use (e.g. by cleansing, combining or performing any other operation over such original data); or by (b) aggregating and conducting analytics over any information related to the use of the Solution.

“Viruses” means any software, file, program or other code which may prevent, impair or otherwise adversely affect the access to or the operation of the Solution or its backend systems, including the user experience or the reliability of any data or device.

2. Acceptable uses

- 2.1 The only permitted use of the Solution is fair commercial use for the purposes allowed by the Client on a non-exclusive, non-transferable, non-assignable, revocable basis.
- 2.2 You shall only upload to or share within the Solution the Input Data as required by the Client, and You shall refrain from uploading or sharing any personal information through the Solution unless expressly required by the Client.
- 2.3 You must treat your Access Credentials and any Solution Data as confidential. You must not share or disclose any information coming to your knowledge by using the Solution, nor your Access Credentials, with any third parties. If you know or suspect that any unauthorized person or organization knows or uses your Access Credentials, you must promptly notify us at securityoperations@averydennison.com and the Client. We have the right to change (or request You to change) any Access Credentials according to our internal policies as applicable from time to time.
- 2.4 You shall abide by any Documentation for the use of the Solution. This includes not exceeding any limits set out for the usage of the Solution, including any limitations to the amount, type or upload rate of Input Data uploaded to or shared through the Solution.
- 2.5 Except where you have specific statutory rights under applicable laws which expressly exclude any agreement to the contrary, under no circumstances you shall attempt to:
 - (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute all or any part of the Solution in any form or media or by any means;
 - (b) decompile, disassemble or reverse engineer all or any part of the Solution, or otherwise attempt to discover the source code, data representations or underlying algorithms, processes, methods, and any other part of such Solution;
 - (c) transfer any Software pre-installed on a specific Hardware to a different device, or access or use it remotely, or concurrently with other users;
 - (d) other than as explicitly approved by Avery Dennison in writing, use the Solution for any benefit of third parties, including but not limited to license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or make the Solution available to any third party;
 - (e) integrate any Hardware or Software within any systems, without prior written consent of Avery Dennison;
 - (f) relocate the Hardware, or alter its configuration without prior written consent of Avery Dennison;
 - (g) tamper with, alter, remove, cover or hide any intellectual property, proprietary rights, safety, or other notices from the Solution;

- (h) involve any artificial intelligence or automated tools to use, interface with, or be trained by the Solution;
- (i) probe, scan, interfere or otherwise test the vulnerability of the Solution or its backend systems;
- (j) deliberately attempt to overload the Solution or its backend systems;
- (k) upload to, link, distribute or transmit through the Solution any Prohibited Data;
- (l) attempt to circumvent any predefined processes for the use of the Solution;
- (m) falsify any data, impersonate any individual or entity, or otherwise lead to misrepresentation when using the Solution;
- (n) access or use the Solution in any manner or for any purpose that infringes, misappropriates or otherwise violates (i) applicable laws, rules, and regulations; (ii) Documentation; or (iii) any IPR or other right of any third party;
- (o) access or use the Solution from (or with respect to technology based in) countries subject to embargoes or extensive or significant sanctions, or for the benefit of sanctioned parties on lists maintained by US or EU governments;
- (p) use the Solution to store, access, publish, disseminate, distribute or transmit any material which facilitates illegal activity, causes damage or injury to any person or property, or is otherwise inappropriate, unfair, unreasonable or discriminatory, including without limitation content that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
- (q) access or use the Software in order to build, develop or train a product, data or service which competes with the Solution.

3. Intellectual Property

- 3.1 You acknowledge that the Solution and all of its components, including all IPR contained therein, are owned by Avery Dennison, its Affiliates or its licensors and you are not granted, by implication, waiver, estoppel, or otherwise, any IPR or other right, title, or interest in or to the Solution nor to any of its components other than as set forth in the Agreement. All IPR in any materials or deliverables which are created as a result of your use of the Solution (including the Solution Data) together with any Feedback shall immediately vest in Avery Dennison on creation.
- 3.2 Should you be entitled to any IPR or other right, title, or interest in or to non-personal Input Data, You grant us (by way of present and, where appropriate, future granting) a sublicensable, worldwide, perpetual, royalty-free and (subject to applicable laws) irrevocable license to modify, compile, create derivative works and develop other results from such non-personal Input Data; and to all IPR in or relating to such results to use, distribute and commercialize it, including to improve the Solution, to develop any new products, data, technology or services (including software, know-how, analytics or other purposes) or to assist third parties in such processes.