

IMPINJ, INC. - SOFTWARE END-USER LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE AND ASSOCIATED DOCUMENTATION ("SOFTWARE," "DOCUMENTATION," AND COLLECTIVELY, "LICENSED MATERIALS").

BY USING ANY LICENSED MATERIALS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU WILL BE CONSENTING TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE LICENSED MATERIALS AND RETURN THE LICENSED MATERIALS AND ANY EQUIPMENT PROVIDED BY IMPINJ IN CONNECTION THEREWITH ("EQUIPMENT") UNUSED IN THE ORIGINAL SHIPPING CONTAINER TO THE PLACE OF PURCHASE FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM IMPINJ OR AN AUTHORIZED IMPINJ RESELLER AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER CUSTOMER.

The following terms govern your use and access of the License Materials, except to the extent: (a) there is a separate signed agreement between you and Impinj governing your use of the Software; or (b) the Software includes a separate "click-accept" license agreement as part of the installation and/or download process. To the extent of a conflict among the provisions of the foregoing documents, the order of precedence is: (i) the signed agreement; (ii) the click-accept agreement; and (iii) this Agreement.

Software may be provided by Impinj on a standalone basis to be installed on computer hardware that is not provided by Impinj ("Standalone Software") or it may be provided as software or firmware embedded in Equipment ("Embedded Software").

1. License.

(a) Subject to the terms and conditions of this Agreement, Impinj, Inc. ("Impinj"), grants to you ("Licensee") a limited, non-exclusive, non-transferable license, without the right to sublicense: (i) to install and use the Standalone Software, in object code format only, on computer hardware for which all corresponding license fees have been paid and only in conjunction with Licensee's proper use of Impinj's applicable hardware products (including hardware products branded with Impinj's trademarks) with which the Standalone Software was designed to interface; (ii) use one (1) copy of the Embedded Software, in object code format only, solely as embedded in Equipment, each solely in accordance with the Documentation for Licensee's internal business purposes.

(b) The license set forth above does not include any rights to and Licensee shall not (i) reproduce (except as set forth in Section 1(c)), modify, make error corrections, translate or create any derivative work of all or any portion of the Licensed Materials or Equipment, (ii) sell, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Licensed Materials (except as set forth in Section 1(f)), (iii) reverse engineer, reverse assemble or otherwise attempt to gain access to the source code of all or any portion of the Licensed Materials or Equipment, (iv) use the Licensed Materials for third-party training, commercial time-sharing or service bureau use, (v) remove, alter, cover or obfuscate any copyright notices, trademark notices or other proprietary rights notices placed or embedded on or in the Licensed Materials or Equipment, (vi) use any component of the Software or Equipment other than solely in conjunction with operation of the Software and as applicable, Equipment, (vii) unbundle any component of the Software or Equipment, (viii) use any component of the Software for the development of or in conjunction with any software application intended for resale that employs any such component, (ix) use the Licensed Materials or Equipment in life support systems, human implantation, nuclear facilities or systems or any other application where failure could lead to a loss of life or catastrophic property damage, or (x) cause or permit any third party to do any of the foregoing.

If Licensee is a European Union resident, Licensee acknowledges that information necessary to achieve interoperability of the Software with other programs is available upon request.

(c) Licensee may make a single copy of the Standalone Software and Documentation solely for its back-up purposes; provided that any such copy is the exclusive property of Impinj and its suppliers and includes all copyright and other intellectual property right notices that appear on the original.

(d) Impinj is not obligated under this Agreement to provide any updates, corrections, enhancements, modifications or bug fixes to the Licensed Materials ("Updates") to Licensee. If Impinj provides any Update to Licensee, such Update shall be deemed part of the Licensed Materials and subject to the license and all other terms and conditions hereunder, unless Impinj provides other terms along with the Update. Licensee shall have no license or right to use any Upgrade unless Licensee, at the time of acquiring any such Update, already holds a valid license to the original Software and has paid the applicable fees for, or is otherwise authorized to use, the Update. Further, use of any Update for Embedded Software is limited to the Equipment for which Licensee holds a valid license to use the Software which is being updated.

(e) Impinj shall have the right to inspect and audit Licensee's use, deployment, and exploitation of the Licensed Materials for compliance with the terms and conditions of this Agreement.

(f) Licensee shall have the right to transfer the Embedded Software as embedded in Equipment in connection with a transfer of all of Licensee's right, title and interest in such Equipment to a third party; provided, that, Licensee transfers the Embedded Software and any copies thereof subject to the terms and conditions of this Agreement and such third party agrees in writing to be bound by all the terms and conditions of this Agreement.

(g) Licensee acknowledges that the Software contains or is provided with copyrighted software of Impinj's suppliers as identified in associated documentation or other printed or electronic materials ("Third Party Software") which are obtained under a license from such suppliers. Licensee's use of any Third Party Software shall be subject to and Licensee shall comply with the applicable restrictions and other terms and conditions set forth in such documentation or materials.

2. Ownership. Impinj or its suppliers own and shall retain all right, title and interest (including without limitation all intellectual property rights), in and to the Licensed Materials and any Update, whether or not made by Impinj. Licensee acknowledges that the licenses granted under this Agreement do not provide Licensee with title to or ownership of the Licensed Materials, but only a right of limited use under the terms and conditions of this Agreement. Except as expressly set forth in Section 1, Impinj reserves all rights and grants Licensee no licenses of any kind hereunder. All information or feedback provided by Licensee to Impinj with respect to the Software or Equipment shall be Impinj's property and deemed confidential information of Impinj.

3. Confidentiality. Licensee agrees that the Licensed Materials contain confidential information, including trade secrets, know-how, and information pertaining to the technical structure or performance of the Software, that is the exclusive property of Impinj as between Licensee and Impinj. In addition, Impinj's confidential information includes any confidential or trade secret information related to the Licensed Materials. During the period this Agreement is in effect and at all times thereafter, Licensee shall maintain Impinj's confidential information in confidence and use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Impinj's confidential information as it uses with respect to its own confidential and proprietary information of similar type and importance. Licensee agrees to only disclose Impinj's confidential information to its directors, officers and employees who have a bona fide

need to know solely to exercise Licensee's rights under this Agreement and to only use Impinj's confidential information incidentally in the customary operation of the Software and Equipment. Licensee shall not sell, license, sublicense, publish, display, distribute, disclose or otherwise make available Impinj's confidential information to any third party nor use such information except as authorized by this Agreement. Licensee agrees to immediately notify Impinj of the unauthorized disclosure or use of the Licensed Materials and to assist Impinj in remedying such unauthorized use or disclosure. It is further understood and agreed that any breach of this Section 3 or Section 1(b) is a material breach of this Agreement and any such breach would cause irreparable harm to Impinj and its suppliers, entitling Impinj or its suppliers to injunctive relief in addition to all other remedies available at law.

4. Disclaimer. THE LICENSED MATERIALS ARE PROVIDED "AS IS", AND IMPINJ AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO LICENSED MATERIALS OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. IMPINJ'S SUPPLIERS MAKE NO DIRECT WARRANTY OF ANY KIND TO LICENSEE FOR THE LICENSED MATERIALS. NEITHER IMPINJ NOR ANY OF ITS SUPPLIERS WARRANT THAT THE LICENSED MATERIALS OR ANY PART THEREOF WILL MEET LICENSEE'S REQUIREMENTS OR BE UNINTERRUPTED, OR ERROR-FREE, OR THAT ANY ERRORS IN THE LICENSED MATERIALS WILL BE CORRECTED. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO LICENSEE. THIS LIMITED WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

5. Term and Termination. This Agreement is effective until terminated. Licensee may terminate this Agreement at any time by destroying all copies of the Software. This Agreement and all licenses granted hereunder will terminate immediately without notice from Impinj if Licensee fails to comply with any provision of this Agreement. Upon any termination, Licensee must destroy all copies of the Licensed Materials. Sections 1(b), 2, 3, 4, 5, 6, 7, 8 and 9 shall survive any termination of this Agreement.

6. Export. The Software is specifically subject to U.S. Export Administration Regulations. Licensee agrees to strictly comply with all export, re-export and import restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries, and not to transfer, or authorize the transfer of, directly or indirectly, the Software or any direct product thereof to a prohibited country or otherwise in violation of any such restrictions or regulations. Licensee's failure to comply with this Section is a material breach of this Agreement. LICENSEE ACKNOWLEDGES THAT LICENSEE IS NOT A NATIONAL OF CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN OR SYRIA OR A PARTY LISTED IN THE U.S. TABLE OF DENIAL ORDERS OR U.S. TREASURY DEPARTMENT LIST OF SPECIALLY DESIGNATED NATIONALS.

7. Government Restricted Rights. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, the Software provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202, FAR section 12.212 and other sections, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions shall be deemed "technical data-commercial items" pursuant to DFAR section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR section 227.7015(b).

8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMPINJ OR ITS SUPPLIERS BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PROFITS, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (OR DIRECT DAMAGES IN THE CASE OF IMPINJ'S SUPPLIERS) ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR UNDER THIS AGREEMENT OR ANY USE OR INABILITY TO USE THE LICENSED MATERIALS OR EQUIPMENT, OR FOR BREACH OF THIS AGREEMENT. IMPINJ'S TOTAL LIABILITY ARISING OUT OF OR UNDER THIS AGREEMENT, OR USE OR INABILITY TO USE THE LICENSED MATERIALS OR EQUIPMENT, OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE SOFTWARE (FOR THE STANDALONE SOFTWARE) AND THE PRICE PAID FOR THE EQUIPMENT (FOR THE EMBEDDED SOFTWARE AND EQUIPMENT). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF IMPINJ AND/OR ITS SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. General. This Agreement is governed and interpreted in accordance with the laws of the State of Washington, U.S.A. without reference to conflicts of laws principles and excluding the United Nations Convention on Contracts for the Sale of Goods. The parties consent to the exclusive jurisdiction of, and venue in, King County, Washington, U.S.A. Licensee shall not transfer, assign or delegate this Agreement or any rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Impinj (except as expressly set forth in Section 1(f)). Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective heirs, successors, assigns and legal representatives. This Agreement constitutes the entire agreement between Impinj and Licensee with respect to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard thereto. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, by Impinj shall be effective unless in writing. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted.