

FAQ Regarding PepsiCo Intermediate Menu Patent and License

On June 6, 2025, GS1 AISBL and PepsiCo, Inc. ("PepsiCo") entered into a License Agreement in which PepsiCo granted certain license rights to parties implementing the GS1 Digital Link Standard in a way that also incorporates elements described in a PepsiCo patent relating to "intermediate menus." Below are answers to "frequently asked questions" relating to that license and the PepsiCo patent.

1. What is the PepsiCo patent that the license refers to?

The license relates to U.S. Patent No. US 11,645,690 B2 (titled: "Intermediate Menu, Visual Design Template, and Interactive Label") and any other related patent that PepsiCo may have in the world.

A copy of the US patent may be found on the USPTO website ([here](#)) or via Google patents ([here](#)).

2. Is the patent necessary for the implementation of GS1 Digital Link?

No. It is possible to implement GS1 Digital Link according to the standard without using or infringing the PepsiCo patent.

However, some of the most anticipated applications of GS1 Digital Link may need to use elements that are described in the PepsiCo patent, and therefore those applications will benefit from the license granted by PepsiCo.

3. Who benefits from the license? What do I have to do to receive the benefit of the license?

The license applies automatically to any person, company or entity in the world that is implementing the GS1 Digital Link Standard in a way that also incorporates elements described in the PepsiCo patent. It also applies to service providers that assist or support parties implementing GS1 Digital Link. You do not need to take any action to receive the benefit of the license.

However, please note that the license only applies to implementations of GS1 Digital Link that incorporate elements of the PepsiCo patent; the license does not apply to any activity, process or technology outside that scope.

4. What kind of implementation of GS1 Digital Link will benefit from the PepsiCo license?

Implementers should determine whether the PepsiCo patent applies to any solutions used at the occasion of/in connection with their intended implementation of 2D barcodes and menus on webpages.

One type of application that may require the license may look like this:

- A. A website address is encoded into a GS1 Digital Link two-dimensional barcode (e.g., a QR Code powered by GS1), and that 2D barcode is displayed on food packaging or a consumable product.
- B. A user scans that 2D barcode with their smartphone, which takes the user to that website address.
- C. The website contains an "intermediate menu," which provides:
 - (1) an "informational section" that identifies the product, identifies the brand, and identifies one or more ingredients and/or provides other nutritional information;
 - (2) and a "user input section."

5. What rights and obligations does the license agreement provide?

Please review the license agreement to determine exactly what rights and obligations may apply to you.

A. Some of the rights provided by the license may include:

- (1) License beneficiaries may apply the rights of the license to any solutions related to implementations of GS1 Digital Link that incorporate elements of the PepsiCo patent.
- (2) License beneficiaries may publicly disclose or announce that they are a beneficiary of the PepsiCo license.
- (3) If PepsiCo finds that a license beneficiary is in breach of the license, the license beneficiary will be given thirty (30) days to cure such breach. (If the breach is not cured in that time, the license may be terminated as it applies to that license beneficiary.)
- (4) The license automatically renews every five (5) years, unless PepsiCo chooses to terminate the license at one of those five-year intervals.

B. As a license beneficiary, some of your obligations may include:

- (1) You must fully comply with the terms of the PepsiCo license. You may only apply the license to implementations of the GS1 Digital Link Standard in combination with the PepsiCo patent.
- (2) You may not use the rights granted by the PepsiCo license in any manner that could be reasonably understood to wrongfully harm PepsiCo.
- (3) You may not sub-license the PepsiCo license to other parties.
- (4) If you own any intellectual property that is necessary for the implementation of a product or service covered by the PepsiCo patent, you are deemed to grant to PepsiCo and all other license beneficiaries a license to use your IP for the

purpose of implementing GS1 Digital Link in combination with the PepsiCo patent and providing the same or similar license terms provided in the PepsiCo license.

- (5) You may not charge a fee to any party to obtain the benefit of the license. (Service providers, however, may of course charge for their services in providing assistance to parties who are implementing the PepsiCo license, but they may not charge for receipt of those license rights.)
- (6) You may not challenge (or cause a third party to challenge) the validity of the PepsiCo patent in court or via any government agency.

6. Does the PepsiCo license include a warranty?

PepsiCo only represents that it owns all rights to the elements of the PepsiCo patent that are necessary for granting the PepsiCo license.

Other than the above representation, PepsiCo provides **no warranty whatsoever** regarding its patent or the license it is granting. PepsiCo disclaims all liability that may arise from any implementation of GS1 Digital Link in combination with the PepsiCo patent and license.

Please consult with your legal counsel to evaluate any risks of IP infringement or other risks that may arise from implementing the GS1 Digital Link Standard in combination with the PepsiCo patent and license.

7.

Where can I get a copy of the PepsiCo license?

You can access a copy of the PepsiCo license on GS1 web pages relating to the GS1 Digital Link Standard here: <https://patentimages.storage.googleapis.com/e1/86/b3/33af3922797b34/US11645690.pdf>