

# ACUANT, INC.

## SDK License Agreement

### **IMPORTANT!**

**READ CAREFULLY THIS LICENSE AGREEMENT. BY INSTALLING, COPYING OR OTHERWISE USING THIS SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.**

**Acuant, Inc.**, a Delaware corporation (“**Acuant**” or “**Licensor**”), and you (“**You** or **Licensee**”) agree as follows:

**Whereas**, You are about to install Licensor’s proprietary software developer’s kit (“**SDK**”) a software package containing documentation, sample programs, programming libraries, and other files that are meant to assist You in developing a unique software based application that will involve reading identity documents such as driver’s license cards, medical insurance cards, passports, business cards as well as other written documents such as checks and graphics such as photographs (the “**Application**”);

**Whereas**, prior to proceeding with the SDK installation, it is necessary that You acknowledge your agreement to abide by the following license terms, which is a binding legal agreement, while using the SDK or any derivatives therefrom.

**Now, therefore, You agree as follows:**

1. (A) Acuant, as Licensor, grants to You, as Licensee, a non-transferable, nonexclusive, terminable, world-wide right to (i) use the SDK to develop the Application, and (ii) use the software routines exported by the SDK’s library files (the “**Application Program Interface**” or “**API**”) with the Application.

(B) Acuant also grants You the right to sublicense and distribute those portions of the SDK and any of the proprietary software libraries used by the SDK (the “**Libraries**”) that are embedded in the Application as an integrated and inseparable portion of the Application. In order to use the SDK as part of Your Application, You either need to operate the Application with an Acuant scanner or have Acuant issue to You an SDK activation key. Furthermore, You are required to provide the sublicensee with a software license that contains terms at least as restrictive as the terms contained herein and Licensor shall be entitled to hold you responsible for the enforcement of the terms of the software license by the sublicensee.

2. (A) Acuant undertakes to provide You with one (1) year of free updates and upgrades.

(B) The terms and conditions for ongoing software maintenance and SDK support are set forth in Appendix A.

3. You agree that You will not, without Acuant’s prior written consent, publish, communicate or disclose to any third party any part of the API in any way, and will ensure that the API will not be documented in your Application or associated documentation in a manner that

identifies the programming interface to the callable routines in any of Licensor’s products.

4. The SDK and the accompanying written materials are protected by U.S. Copyright laws. Unauthorized copying of the SDK is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this Agreement.

As the Licensee, You may physically transfer the SDK from one computer to another provided that said computer is using a legally obtained activated seat license. You may not distribute copies of the SDK or the accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, decompile or disassemble the SDK. You may not modify, adapt, translate or create derivative works based on the written materials without the prior written consent of Publisher.

5. This SDK is licensed to You only, the Licensee, and may not be transferred to anyone else without the prior written consent of Licensor. In no event may You transfer, assign, rent, lease, sell or otherwise dispose of the SDK on a temporary or permanent basis except as expressly provided herein.

6. You acknowledge that You are aware that certain states/provinces/countries have various restrictions about the capture of identification data and that You will not do anything to violate such laws wherever You may sell, license or distribute the Application.

7. (A) THE API IS PROVIDED "AS IS". LICENSOR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND LICENSOR SPECIFICALLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

(B) THE FOREGOING IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, MADE BY ACUANT ON THE SDK, API AND DOCUMENTATION. NO ORAL OR WRITTEN INFORMATION OR ANY ADVICE GIVEN BY ACUANT, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY UPON SUCH INFORMATION OR ADVICE.

8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SDK, API OR DOCUMENTATION EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE. THE LIMIT OF LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO LICENSOR UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

9. Licensee acknowledges and agrees that Acuant or its licensor owns all of the intellectual property rights and all right, title and interest in the SDK, API and documentation as well as all patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets.

10. You agree that as a result of using the SDK, API or the accompanying documentation, You may have access to certain information which Acuant deems to be confidential and/or proprietary to its business interests. You agree to safeguard this information as confidential and not disclose it to third parties. You further agree to only use such information as may be absolutely required. Upon Licensor's request, all confidential information shall be immediately returned to Licensor.

11. Upon providing You with thirty (30) days prior written notice, Licensor may terminate this SDK License Agreement at any time. In order to add clarity, upon such termination, any sublicenses previously granted by You shall remain in full force and effect provided that the sublicensee complies with all of the terms of the sublicense agreement.

12. (A) This Agreement shall be governed by the laws of the State of California.

(B) Any dispute that arises hereunder will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") by a panel of 3 arbitrators. Unless the parties agree otherwise, the hearing will be held in Los Angeles.

(C) If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth below.

**LICENSOR**

**LICENSEE**

Acuant, Inc.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**Software Maintenance and SDK Support**

Term and Payment

1. Acuant, Inc. hereby offers to provide the following software maintenance and support services for the SDK (the "Covered Software"\*) for which the maintenance services are purchased by You.
2. You shall pay Acuant the annual fee of US\$50 (sixty US dollars) per license (the "Maintenance Fee") after expiration of the first year from the date this Agreement was signed. Acuant reserves the right to change the maintenance fee from time to time upon sixty (60) days advance written notice, which change shall become effective upon the next Renewal Term (defined below).
3. Unless otherwise set forth in an Order, these terms and conditions shall be in effect for a one year term, and shall renew automatically for successive one year terms (each, a "Renewal Term") unless either party provides the other with written notice of its intention not to renew the maintenance and support services at least thirty (30) days prior to the next renewal date. Without prejudice to its other rights, Acuant may terminate support and maintenance services in the event that: (a) You fail to pay the applicable Maintenance Fee; or (b) Your license(s) for the Covered Software for which You have purchased support and maintenance services is/are terminated.

\* Covered Software - Support and maintenance services for the Acuant SDK will include support for the following libraries:

- Scanner Library
- OCR Library
- Barcode
- Passport
- Graphic Library
- ID Library

**Acknowledgement:**

Licensor Initial: \_\_\_\_\_

Licensee Initial: \_\_\_\_\_