

Trial License Agreement for SmartID Scan SDK

This trial license agreement (“Agreement”) is made as of today (the “Effective Date”) by and between the Icare Research Institute, at TechnoArk 10, 3960 Sierre, Switzerland (“SmartID Scan”) and you (“Licensee”), whereas SmartID Scan is the owner of certain mobile scanning technology, referred to as “SmartID Scan SDK”, whereas the main objective of SmartID Scan and Licensee is to integrate the SmartID Scan SDK, as defined hereafter, into Licensee’s Application, as defined hereafter.

1. Definitions

- a. “SDK” means a C++ library (in binary form) and related Objective-C or Java libraries (in binary form) for camera access and the recognition and decoding of the data encoded in certain type of document on certain iOS or Android devices as defined by SmartID Scan, including, example software code and documentation provided by SmartID Scan.
- b. “Application” shall refer to a mobile phone-based application, distributed by Licensee under its own name via the public Apple iTunes application store, the public Google Play application store or other application stores as defined by SmartID Scan, which shall integrate and use the SDK. Application must add primary and substantial functionality beyond the SDK, and may not be merely a set of any of the SDK parts.

2. License

- a. Subject to the terms of this Agreement, SmartID Scan grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, worldwide and revocable license during the Term of this Agreement to integrate, test and evaluate the SDK as a part of the Application on at most 30 devices, where each device may be used to scan at most 600 times.
- b. All use by Licensee of the SDK, is limited to testing it as part of the Application, and any updates, improvements or modifications thereto, and the Licensee represents and warrants that all such use by Licensee shall be in compliance with the terms and conditions of this Agreement and all applicable laws and regulations, including but not limited to, copyright and other intellectual property laws and privacy regulations.
- c. SmartID Scan retains all rights, title and interest in, to and associated with the SDK, all associated websites and any content created or derived therefrom. Licensee shall not take any action inconsistent with SmartID Scan’s ownership of the SDK.
- d. There are no implied licenses under the terms set forth in this Agreement, and any rights not expressly granted hereunder are reserved by SmartID Scan, its suppliers or licensors. Without limiting the foregoing, Licensee shall not copy, distribute, sublicense, rent, lease, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the SDK. Furthermore, Licensee may not use the SDK in any manner that could damage, disable, overburden, or impair any SmartID Scan website or associated services.

3. Fees and reporting

- a. Subject to the terms of this Agreement, Licensee may test the SDK, as specified under Sections 2a, free of charge during the Term of this Agreement.

4. Disclaimer of Warranties; Limitation of Liability

The SDK, any associated websites and related content are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, or fitness for a particular purpose. SmartID Scan particularly does not warrant that SDK or any other products and services provided by SmartID Scan under this Agreement do not infringe any rights of third parties. Neither party shall have any responsibility or liability for the contents or results of the SDK or the Application. Any and all liabilities and warranties under or in connection with this Agreement are hereby excluded to the fullest extent permissible by law unless explicitly otherwise provided in this Agreement. Except for the indemnification obligations in Section 8, under no circumstances shall either party be liable for any direct or indirect, special, incidental or consequential damages that may arise from this Agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, and in any case SmartID Scan's liability under this Agreement shall be excluded to the extent permissible by law.

5. Licensee Responsibilities

Licensee shall:

- a. Be at all times responsible for the design, functionality, look-and-feel and maintenance of any and all aspects of the Application, including without limitation the integration, display and performance of the SDK.
- b. Only use the SDK for the purpose of testing and evaluating it as part of the Application and shall not share the SDK, or any of its parts with any third party for any reason.
- c. Upon request by SmartID Scan and before the first launch, submit a compiled binary version of the Application to SmartID Scan so that SmartID Scan may ensure that the SDK is fully functioning within the Application and that the SDK is not being used in an inadequate manner.
- d. Be solely (without SmartID Scan's support) responsible to anyone testing the Application for support, services, upgrades, or technical or other assistance.
- e. Keep the SDK and any updates confidential.
- f. Make SmartID Scan aware of any bugs, errors or any other issues relating to the correct functioning of the SDK promptly.
- g. Display the latest "powered by SmartID Scan" text and logo in the scanning overlay, in accordance with any additional logo usage guidelines provided by SmartID Scan.

6. SmartID Scan Rights and Responsibilities

- a. SmartID Scan shall provide documentation to support the integration or use of the SDK in Application via its website but is not in charge to provide any support in relation to the SDK.
- b. To enable activation tracking and improve the functionality of the SDK, Licensee agrees that SmartID Scan may collect, retain and use scanning information, timestamps, IP addresses, a non-recoverable hash of a unique device identifier and location coordinates, if made available to the Application, and use such data for other purposes, including but not limited to, providing analytics services, during and after the Term of this Agreement. SmartID Scan will not share such information in a form associated with Licensee or with the Application, unless SmartID Scan (i) has consent from Licensee; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of SmartID Scan, its users or the public. Licensee represents and warrants that it takes all measures towards its customers in order to cause compliance with applicable data protection laws.
- c. SmartID Scan makes no guarantees with respect to the availability of the SDK, its websites or services and may modify or discontinue the use of the SDK at any time in its sole discretion.

7. Term of the Agreement and Termination Clause

- a. This Agreement will become effective as of the Effective Date and terminates regularly 90 days after the Effective Date.
- b. SmartID Scan reserves the right to terminate this Agreement with immediate effect in its free discretion for any reason at any time. Moreover, it may suspend or discontinue Licensee's access to the SDK, any portion or feature thereof, with immediate effect for any reason in its free discretion and at any time without notice and without liability to Licensee.
- c. Licensee may terminate this Agreement at any time by removing the SDK from the devices on which it had been installed.
- d. Upon termination of this Agreement, Licensee shall immediately refrain from any use of any data connected with the SDK. Immediately upon termination of this Agreement, Licensee is obliged to cease using the SDK, delete the SDK app key and any further documents and/or materials made available in connection with this Agreement. The same shall apply for copies made thereof.

8. Indemnity

Licensee agrees to indemnify and hold harmless SmartID Scan, its employees, suppliers, partners, affiliates, agents, subsidiaries and licensors from and against any and all claims, liabilities, damages, losses, actions, lawsuits or judgements, including all reasonable expenses, costs and attorneys' fees, that arise from or are related to Licensee's use or distribution of the SDK, or any alleged violation of this or any other agreement, applicable law, regulation or any third-party rights. At SmartID Scan's sole discretion, Licensee will, at its own expense, control the defense or settlement of such claims. SmartID Scan shall have the right to assume sole control of the defense or settlement of such claims at any time thereafter. Licensee shall not enter into any settlement without SmartID Scan's prior written consent.

9. Modifications and Amendments

- a. SmartID Scan may modify any or all parts of the SDK, its website, services, or any other features provided in connection with Licensee's use of the SDK at any time and without notice. Any necessary changes to the Application that are related to such modifications and required to ensure compatibility with the SDK must be made by Licensee at its own cost within reasonable time.
- b. SmartID Scan may publish additional or modified terms and conditions relating to the use of the SDK at any time on the website where the SDK can be downloaded. In such cases, SmartID Scan will notify Licensee of such amendments via e-mail, and Licensee is entitled to terminate this Agreement with immediate effect within 10 days of the time SmartID Scan has sent the e-mail to the Licensee. If the Licensee does not terminate this Agreement within this time period, the modified terms and conditions are deemed to be accepted by the Licensee.

10. Miscellaneous

- a. The written form in the sense of this Agreement shall also include e-mails. All notices, requests and other communications called for by this Agreement shall be deemed to have been given immediately if made by electronic mail, if to Licensee at the e-mail address provided when accepting this Agreement, and if to SmartID Scan at info@smartidlab.com, or to such other address as either party may specify to the other in writing or via the website where the SDK can be downloaded. Notice by any other means will be deemed made when actually received by the party to which notice is provided.
- b. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- c. Licensee represents and warrants that all data or information provided to SmartID Scan is accurate and that Licensee has all the necessary rights to provide such data or information, and for SmartID Scan to use it.
- d. Licensee may not assign this Agreement, in whole or in part, without the written consent of SmartID Scan. Any attempt of Licensee to assign or transfer this Agreement without SmartID Scan's prior written consent will be null and void. SmartID Scan may assign this Agreement, in whole or in part, to any third party for any reason without Licensee's consent. Any attempt to assign or transfer this Agreement other than in accordance with this provision will be null and void.
- e. If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision-making authority or competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provision in this Agreement will not be affected or impaired.
- f. SmartID Scan's logo usage guidelines shall form integral part of this Agreement. To the extent this Agreement refers to SmartID Scan's website, the information of the website shall form integral part of the Agreement.
- g. This Agreement and its appendices, as well as any subsequent agreements and arrangements, are subject to the laws of Switzerland. The Parties agree to submit any dispute between them that cannot be resolved amicably to the civil division of Valais canton court where the amount in dispute is such as to make this the competent venue, or to the civil division of the court of the district where Icare Research Institute has its principal place of business where it is not.