3DiVi Face SDK Software Terms

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Scope

These Software Terms govern your use of the 3DiVi Face SDK Software (the “Software Terms”). 3DiVi provides software components (including but not limited to 3DiVi Face SDK, Image API, Omni Platform, BAF accessible via www.3divi.com) that provide face recognition capability (the “Face SDK Software”). Depending on your requirements and circumstances, you will use the Face SDK Software under a Developer Pack license or a Commercial License, each of which may be an Online License or an Offline License as described below.

Your use of the Face SDK Software is subject to these Software Terms, which supplement and incorporate the 3DiVi Terms of Service. By downloading, installing or using the Face SDK Software in any manner, you represent and affirm that you have read, understand and agree to be legally bound by and comply with these Software Terms. If you do not agree with these Software Terms, you are not authorized to use the Face SDK Software in any manner.

Developer Pack and Commercial Licenses

A Developer Pack license is for development and pilot use only and may not be used for commercial deployment of Project Content; on upgrade to a Commercial License, 3DiVi credits the Developer Pack fee already paid against the Commercial License fee. A Commercial License may be used by anyone who pays the applicable fees to develop, distribute, sell and offer for sale Project Content; a Commercial License is priced according to the deployment form factor (mobile, or server, desktop or edge), the input type (still images or video streams), any additional features licensed (such as liveness detection or demographic analysis) and the size of the face database.

Each license is additionally issued as either an Online License, which requires an internet connection for activation and periodic validation and is portable between devices, or an Offline License, which is bound to specific hardware or a USB token and is not portable between devices. Within either license, 3DiVi may apply no locking, or lock the license to a platform (Windows, Linux, Android or iOS), a mobile application identifier, a hardware identifier, or a USB token, as agreed with you at the time of purchase. A license may be issued on an annual or a perpetual basis.

3DiVi may monitor your compliance with and enforce these restrictions and requirements, including but not limited to monitoring the number of installations of Your Project Content. To see current license options and obtain pricing, please contact 3DiVi or visit 3DiVi’s online store.

Auto-Renewal

Where a Developer Pack license or a Commercial License is issued on a subscription (rather than perpetual) basis, at the end of the subscription term your subscription will automatically renew on a regular basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it. You may not use a Developer Pack license and a Commercial License simultaneously for the same Project Content.

1. Rights to Use the Face SDK Software

1.1 Use Rights

Conditioned upon your compliance with the terms and conditions of this Agreement and payment of all applicable subscription and unit license fees, 3DiVi grants you a non-exclusive, non-transferable license to install and execute the executable form of the Face SDK Software.

1.2 Copies of Face SDK Products

You may install the Face SDK Software on a primary computer or operating system, but only for use by a single person. You may make a single copy of the Face SDK Software solely for backup or archival purposes. For the sake of clarity, you may only use one installation at any given time.

1.3 Third Party Software

The Face SDK Software incorporates or is bundled with Third Party Software governed by separate terms, including open source licenses. Such Third Party Software terms are identified in the LICENSE.TXT file bundled with the Face SDK Software and incorporated into this Agreement by reference. You agree that you have reviewed and accepted those terms and that your use of the Face SDK Software will be deemed acceptance thereof.

2. Restrictions

2.1 Face SDK Software License Restrictions

You acknowledge and agree that, as an express condition to the rights granted under Section 1, you are not permitted to combine or integrate in any manner any of Your Project Content developed under a Developer Pack license with any of Your Project Content developed simultaneously under a Commercial License, and you may not use the Face SDK Software on a device, application or platform other than the one to which your license is locked, where a lock applies.

2.2 Educational Product Restrictions

If you are using an educational version of the Face SDK Software, your right to use the Face SDK Software and distribute the runtime portion of the Face SDK Software in Your Project Content is limited to educational, non-commercial purposes.

2.3 Embedded Software Restriction

You may not directly or indirectly distribute Your Project Content installed on more than 1,000 electronic devices or systems without a separate license from 3DiVi.

2.4 General Restrictions

Except as expressly specified in this Agreement, you may not:

a. copy (except in the course of loading or installing), modify or create derivative works of the Face SDK Software;

b. distribute, transfer, sublicense, lease, lend, rent or otherwise provide access to the Face SDK Software to any third party;

c. directly or indirectly make the functionality of the Face SDK Software available to multiple users or third parties through any means, including but not limited to uploading the Face SDK Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other technology or service;

d. use the Face SDK Software for competitive analysis or to develop a competing product or service; or

e. do anything that could cause or result in the Face SDK Software (including the runtime portion thereof) being subject to any open source license (or similar license) that requires, as a condition of use, modification or distribution, that the Face SDK Software (including the runtime portion thereof) or other software combined or distributed with the Face SDK Software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

You acknowledge and agree that portions of the Face SDK Software, including but not limited to the source code and the specific design and structure of individual modules or programs, are confidential and constitute

or contain trade secrets of 3DiVi and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Face SDK Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by this Agreement or by law notwithstanding this prohibition.

3. Consent to Data Collection; Privacy Policy Obligations

You acknowledge and accept 3DiVi's privacy policy. You agree that the Face SDK Software may send data to 3DiVi to: (a) check for Face SDK Software updates; (b) provide aggregated usage statistics of your use of the Face SDK Software and the use of Your Project Content by end users; (c) provide optional Developer Services; and (d) validate units in order to prevent unauthorized use. You acknowledge and agree that 3DiVi may deliver messages and contact you about the Face SDK Software and other 3DiVi product and service offerings.

4. Support

You may access the online forums through the Site. You may also email support.facesdk@3divi.com for assistance. Technical support may be offered by 3DiVi at its sole discretion as described on the 3DiVi website. You acknowledge and agree that 3DiVi has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Face SDK Software.

5. Term

A Commercial License may be perpetual or time-limited (subscription), as agreed at purchase. A subscription Commercial License will remain in effect for the initial subscription period, and thereafter will automatically renew on a regular basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it as described on the Site. For clarity, a subscription Commercial License is not cancelable during the applicable subscription term and is non-refundable. A Developer Pack license remains in effect only for the development or pilot period agreed at purchase.

Upon termination, you must, at 3DiVi's option, either promptly delete and destroy or return to 3DiVi all copies of the Face SDK Software in your possession or control; however, if you have subscribed to use the Face SDK Software for the prior twenty-four (24) consecutive months, you may continue to use the then-current version of the Face SDK Software after the subscription term.

6. Export Control and Sanctions

6.1 You represent and warrant that you are not located in, ordinarily resident in, or organised under the laws of Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk or Luhansk regions of Ukraine; that you are not located in or ordinarily resident in the Russian Federation or Belarus; and that you are not acting on behalf of, or for the benefit of, any person who is.

6.2 You represent and warrant that you are not identified on, and are not owned 50 per cent or more, directly or indirectly, by one or more persons identified on, the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or its other sanctions lists, the U.S. Department of Commerce's Entity List, Denied Persons List or Unverified List, the European Union Consolidated Sanctions List, or the United Kingdom's Consolidated List of Financial Sanctions Targets.

6.3 You agree to comply fully with all applicable export control laws and regulations, and will not export, re-export, transfer or otherwise make the Face SDK Software, any technical data relating to it, or any direct product of it available, directly or indirectly, to any person or destination described in clause 6.1 or 6.2, or otherwise in violation of, or for any purpose prohibited by, such laws and regulations.

6.4 You will not use the Face SDK Software, and will not permit it to be used, for the design, development, production or deployment of nuclear, chemical or biological weapons or missile systems, nor for any

military or intelligence end use for which authorisation would be required under applicable export control law.

6.5 The representations in this Section 6 are given on each purchase, on each renewal and on each use of the Face SDK Software. You will notify 3DiVi promptly if any of them ceases to be accurate.

6.6 3DiVi may suspend or terminate your licence immediately, without liability, if any representation in this Section 6 is or becomes inaccurate, or if 3DiVi determines in good faith that continued performance would breach applicable export control or sanctions law. 3DiVi may refuse or reverse any transaction on the same grounds.

6.7 This Section 6 survives termination of these Software Terms.

7. Definitions

1. "Commercial Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, excluding any government, non-profit, educational or academic institution.

2. "Legal Entity" means any Commercial Entity, Non-Commercial Entity or Sole Proprietor.

3. "Non-Commercial Entity" means any government, non-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

4. "Sole Proprietor" means any Commercial Entity that is owned or controlled by a single individual, with no other partners or employees.

5. "Third Party Software" means software developed by third parties that is furnished with or as part of the Face SDK Software.

6. "Developer Pack" means the development- and pilot-use license of the Face SDK Software described in the Developer Pack and Commercial Licenses section above.

7. "Commercial License" means the paid, deployable license of the Face SDK Software described in the Developer Pack and Commercial Licenses section above.

8. "Online License" and "Offline License" mean the activation types described in the Developer Pack and Commercial Licenses section above.

9. "Face SDK Software" means all versions and updates of all the Face SDK software products, and other products identified on 3DiVi's website.

10. "Your Project Content" means applications, software or other content that you develop with the Face SDK Software.