IC-COMPAS GmbH

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License Agreement for Bio*IDENTICA*® SDKs   Version 2018-05-07

by and between Licensee

Company
_____

Street
_____

City
_____

Country
_____

Fax
_____

and Licensor

IC-COMPAS GmbH
Ueckerstrasse 8
16341 Panketal
Germany
Fax +49 30 91560962

Preamble

Bio*IDENTICA* SDKs (Software Development Kits) enable application programmers to integrate fingerprint recognition algorithms into any software and with it to extend it for biometric authentication functions. For this purpose, the algorithms are put to the licensee's disposal in form of a library (DLL) together with the necessary interface documentation. Furthermore, sample programs in source code form are provided to the licensee as well as files for integration of sensor devices normally coming from external manufacturers and which are based on own license agreements.

This license agreement regulates the utilization of Bio*IDENTICA* SDKs in applications and products of the licensee. Application programs produced under the use of SDK components can be used for own purposes as well as for resale (external use).

Section 1: Definitions

Licensor: IC-COMPAS GmbH (formerly Bromba GmbH) as copyright owner of all Bio*IDENTICA* SDKs.
Licensee: Everybody who is allowed to use Bio*IDENTICA* SDKs in accordance with the following agreement based on a valid license agreement with the licensor.
License units: Number of the computers on which one copy of any Bio*IDENTICA* SDK components shall be installed.

Internal use: E.g., usage without resale, such as usage in the own company. Sign: Licensee and end user is the same legal person.

External use: Integration of non-confidential Bio*IDENTICA* SDK components in new products dedicated for resale, which means: licensee and end user are different legal persons.
SDK components: All components of the Bio*IDENTICA* SDK, which is source code, object code, and documentation, on which the licensor is owner of all copyrights.
Confidential SDK components: SDK components marked as confidential. That can be: source code, documentation. Strictly confidential is, in particular, the information about interfaces.
Non-confidential SDK components: SDK components *not* marked as confidential. That can be driver software, algorithms libraries, and documentation.
External components: All components of the Bio*IDENTICA* SDKs namely object code, source code, documentation, to which the licensor only has the right of transmission under separate license agreements. This mainly concerns device driver software for sensor devices.
Overall program: Program ("application program") produced by the licensee in which, besides further autonomous program parts, also non-confidential SDK components are integrated.

Section 2: Right of use

§ 1 Completion of contract

(1) The licensor grants the licensee a payable, not transferable, non-exclusive, temporal unlimited right to use his confidential SDK components.

(2) The licensor grants the licensee the right to transfer the use of his confidential SDK components to an external substitutional subcontractor, if the licensee takes care that this does not violate the terms of this license contract.

(3) The licensor grants the licensee a payable, transferable, non-exclusive, temporal unlimited right to use his non-confidential SDK components.

(4) The basic license fee separately appointed with the licensee has to be paid to the licensor or to his named representative. After the complete payment, the license fee entitles to use a license unit. The prices for additional license units are arranged separately, too.

(5) The license contract always becomes valid between the original licensor, which is IC-COMPAS GmbH and the licensee, even if the licensee attained the SDK components of a third party.

§ 2 Rights to use the confidential SDK components

(1) The licensee has the right to copy confidential SDK components on *one* computer for the purposes of development and, therefore, to make duplications of the components provided that it is necessary.

(2) The licensee has the right to use the confidential SDK components for the development of arbitrary many software applications and products.

(3) The licensee has the right to change, to process and to use the confidential source code in any way in the context of development. Derivations of the confidential source codes should not infringe the inherent rights of the author.

§ 3 Rights to use the non-confidential SDK components

The licensee has the right to make as many copies of the non-confidential SDK components together with the application software created by himself for the same number of computers (clients, server etc.) as corresponds to the number of license units acquired by him. Neither the number of the users of the application software nor the number of different application programs is relevant.

§ 4 Rights to use the over-all programs

(1) The licensee is allowed to use the non-confidential SDK components with other autonomous programs to create a new program and to exploit it even if the autonomous programs are not licensed under these terms.

(2) By using the non-confidential SDK components in a context of an overall program these license terms only apply for SDK components not for the overall program or other programs combined with the SDK components.

Section 3: User obligations

§ 5 Confidentiality

(1) The licensee is bound not to disclose any confidential SDK components. This also to applies against external users of the SDK components.

(2) To guarantee the confidentiality of the confidential SDK documentation, the licensee will neither publish the source code of his application program nor form parts of his products in a way that confidential information about the SDK can be won from it with simple methods.

§ 6 External use

(1) The licensee informs the licensor before an external use of the SDK about the planned application or the planned product in a writing documented form.

(2) The licensee will take care that these regulations will not be infringed when distributing license units in the context of overall programs. This may be done, e.g., by own license regulations or other suitable measures. Especially, the licensee will not refrain any necessary measures preventing the SDK software from any unauthorized use.

§ 7 Due diligence

The licensee guarantees that through professional and careful development of the overall program, the prestige of the licensor will not be damaged. In the case of external use, the licensor is entitled to audit the quality of the overall program and in the case of inadequate quality to prohibit any use of the SDK components.

§ 8 Bookkeeping

The licensee is indebted to register the number of the used license units. The licensor may engage an independent auditor, who is subject to secrecy, for controlling the license records of the licensee concerning the license units and its balance. If a license infringement is detected the licensee has to bear the fees, otherwise the licensor has to pay.

Section 4: Special agreements and extinction of rights

§ 9 Special agreements

Deviations of these license regulations are possible, if special written agreements are fixed between the licensor and licensee.

§ 10 Third party rights and public prohibitions

If the licensee is forced to deviate from these license regulations partially or on the whole when using any SDK components due to public prohibitions he is not allowed to use any SDK components at all.

§ 11 Extinction of rights due to license infringements

(1) If the licensee infringes this license agreement, all his exploitation and use rights concerning the SDK library directly laps with effect also for the past.

(2) There is no claim on repayment of paid license expenses.

(3) The extinction of the usage rights has no influence on third parties rights as long as they do not infringe license regulations themselves.

Section 5: Liability and guarantee

§ 12 Warranty claims

(1) Defects of the delivered software, physical and legal defects, including the documentation and other documents will be remedied by the licensor within a one year period. The period begins when the software is delivered. The licensee has to announce any defect directly and immediately to the licensor. The licensor has the choice to remedy the defects by elimination of the defect or by redelivering software without defects. If the software has to be delivered to the licensor, the licensor will pay the transport fees.

(2) If it is not possible to eliminate the defect within an appropriate period or if there are other reasons why repairing or redelivering failed, the licensee has the choice to reduce the purchase price, to withdraw from the contract, to ask for compensation for the damage, or to ask for compensation for vainly spending. The last two claims arrange to § 13 of this contract. The withdrawal from the contract has no influence of the damage claim.

(3) A failure to repair or redeliver the software is only assumed in cases when the licensor has been admitted enough time and an adequate opportunity for it without being successful. A failure is also assumed when repairing or redelivering is impossible, refused or delayed by the licensor in an unreasonable way. Furthermore a failure is assumed if there is no prospect of success or if it is unreasonable because of other reasons.

§ 13 Liability

(1) Damage claims or claims for compensation for vainly spending are possible according to the following regulations.

(2) For damages from the injury of the life, the body or the health based on a negligence breach of duty committed by the licensor or an intent or negligence breach of duty committed by a statutory agent or leading employees the licensor is liable without restriction.

(3) In other cases of liability claims the licensor is only liable without restriction if the software has not the quality he assured or in cases of intent and gross negligence (also committed by a statutory agent or leading employees). For breaches of duty committed by other persons employed to held the licensor he is only liable according to § 13 (4) of this contract.

(4) For easy negligence, the licensor is only liable in the case he infringes a duty which is very important for achieving the contracts purpose. In these cases the liability is limited on the price/fee for the software and on damages which are typically in the context of software distribution.

(5) Liability for data loss is restricted to the typical restoration expense that would have entered with preparing regular backups.

(6) The above mentioned regulations are also valid in favor of the co-workers and employees of the licensor.

(7) The liability according to the German "Produkthaftungsgesetz" (product liability law) remains untouched, (§ 14 ProdHG).

§ 14 Examination and reprimand obligations

(1) The user or licensee has to examine the software, the documentation and all documents delivered for completeness within 8 workdays. He has also to test all basic program functions. The time limit begins at the moment of delivering. Defects found out have to be announced during the next 8 workdays directly to the licensor by using the special form enclosed to the documentation. The complaint must be a detailing description of the lacks comprised and has to de sent by registered/certified mail

(2) Defects which are not discoverable within the scope of the examination described above have to be announced in the way mentioned above within 8 workdays after discovery.

(3) By infringement of examination and reprimand obligations the software is acknowledged as free from defects according to this contract.

§ 15 Peculiarities by using biometric procedures

Licensor and licensee are themselves conscious over the fact that the use of biometric procedures in the context of security systems is marked with risks that necessitates a particular know how and that the use of overall programs may require intense practical tests of the licensee which are beyond the laboratory test results of the licensor.

Section 6: Other terms

§ 16 Applicable laws, jurisdiction

(1) On this license agreement, German law is applied.

(2) As far as the licensees are merchants, legal persons of the public right, or public legal special-fortunes, the place of jurisdiction is Munich.

§ 17 Final term

Is one of the above mentioned terms clauses ineffective, the other terms stay untouched.

Place, Date:

Panketal,

Licensor (company):

IC-COMPAS GmbH

Name of signee:

Antonio Di Maggio

Signature:

✗

Place, Date:

x

Licensee (company):

x

Name of signee:

x

Signature:

✗