Veridify Security

IoT SECURITY DEVELOPMENT KIT ("SDK") EVALUATION LICENSE AGREEMENT

IMPORTANT: PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT, WHICH IS LEGALLY BINDING. DO NOT INSTALL OR USE THE SDK UNLESS YOU AGREE TO BE BOUND TO THESE TERMS OR YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY. YOUR USE OF THE ***PASSWORD SET FORTH BELOW*** OR INSTALLATION OR USE OF THE SDK, WHICHEVER COMES FIRST, CONSTITUTES YOUR ACCEPTANCE OF THE TERMS SET FORTH BELOW BY VERIDIFY SECURITY INC. ("VERIDIFY"). IF YOU CHOOSE NOT TO ACCEPT THESE PROVISIONS, DO NOT USE THE PASSWORD OR INSTALL OR USE THE SDK, AS THE CASE MAY BE. FOR PURPOSES OF THIS AGREEMENT, "YOU" MEANS YOU PERSONALLY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR OWN BENEFIT, OR YOUR COMPANY, IF EXERCISING THE RIGHTS GRANTED FOR YOUR COMPANY'S BENEFIT.

FOR SUPPORT:

Please contact technical support by e-mail at support@veridify.com.

LICENSE GRANT AND SCOPE OF USE; OWNERSHIP

You are granted a non-exclusive, nontransferable, limited, restricted, and revocable license to the SDK as described in the SDK Documentation during the applicable evaluation period. Your use of the SDK is solely limited to:

1. Internal development; and
2. Internal evaluation and test of the SDK; and

In each instance, only with the sample Cryptographic Keys and authorized digital certificate(s) contained in the SDK.

Except as expressly provided in this agreement, you are not granted any right, title or interest in the SDK by implication or otherwise. Ownership remains with VERIDIFY and its suppliers, if any. You are required to execute a separate license agreement with VERIDIFY before distributing any components contained in the SDK, in whole or in part. For any third-party software contained in the SDK, you agree to be bound by the agreement governing the use of such software. You agree that you are responsible for the proper deployment, tracking, use and record keeping of such licenses.

CONFIDENTIALITY

You acknowledge that the SDK contains proprietary information and confidential information, including trade secrets of VERIDIFY ("Proprietary Information"). You may not disclose the contents of the SDK or any derived information to a third party nor reproduce, transmit, modify, duplicate or otherwise copy or reproduce, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works of or based on the SDK, in whole or in part, without obtaining VERIDIFY's prior express written permission. You may not alter, remove, or cover any product identification, copyright, trademark, or proprietary notices or restricted notice(s) or legend(s) in or on the SDK. The inclusion of a copyright notice on or contained in the SDK shall not cause or be construed to cause it to be a published work.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE SDK IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VERIDIFY DOES NOT WARRANT THAT THE SDK: SATISFIES YOUR REQUIREMENTS OR EXPECTATIONS; SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR SHALL BE ACCURATE OR RELIABLE.

UNDER NO CIRCUMSTANCES SHALL VERIDIFY BE LIABLE TO ANY PERSON (NATURAL OR OTHERWISE) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES RESULTING FROM USE OR RELIANCE ON THE SDK, LOSS OF PROFITS, WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF ADVISED OF SUCH POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY. NOTWITHSTANDING ANY OF THE FOREGOING, VERIDIFY'S MAXIMUM LIABILITY SHALL NOT EXCEED ANY FEES ACTUALLY PAID FOR THE SDK OR $10, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

GOVERNING LAWS; EXPORT COMPLIANCE; U.S. GOVERNMENT RESTRICTED RIGHTS

You acknowledge that the SDK is protected by United States copyright law and applicable trade secret law, as well as international treaties, and this agreement is governed by the laws of the Untied State of America and the State of Connecticut, without regard to Conflict of Law Principles and the United Nations Convention on Contracts for the International Sale of Goods. All parties submit to the non-exclusive jurisdiction and venue of the state and federal courts in the State of Connecticut, U.S.A. If any of the terms are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then that term held to be invalid, void, or unenforceable shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the terms shall remain in full force and effect, and in no way shall be affected, impaired, or invalidated.

YOU UNDERSTAND THAT THE SDK MAY BE SUBJECT TO THE UNITED STATES EXPORT CONTROL LAWS. YOU CERTIFY:

1. NOT TO SELL, LICENSE, OR OTHERWISE EXPORT OR RE-EXPORT THE SDK OR ANY DERIVED INFORMATION IN VIOLATION OF SUCH LAWS;

2. YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO U.S. GOVERNMENT EMBARGO, OR THAT YOU DO NOT RESIDE IN A "TERRORIST SUPPORT" COUNTRY AS DESIGNATED BY THE U.S. GOVERNMENT, AND YOUR ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES; AND

3. YOU WILL COMPLY WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS, AND WILL INDEMNIFY VERIDIFY FOR ALL DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, RESULTING FROM YOUR FAILURE TO DO SO.

THE SDK IS PROVIDED WITH RESTRICTED RIGHTS. THE MATERIALS ARE CONSIDERED COMMERCIAL IN NATURE; USE, DUPLICATION, OR DISCLOSURE IS PROHIBITED – – APPLICABLE FARS/DFARS RESTRICTIONS APPLY TO GOVERNMENT USE. The manufacturer is Veridify Security Inc., 100 Beard Sawmill Road, Suite 350, Shelton, Connecticut 06484.

TERM AND TERMINATION

This Agreement is effective for a period of **180 days** from date of receipt of the "Password" to access the SDK ("Effective Date") unless terminated earlier by either party in writing and shall be terminated immediately should you breach any term of this Agreement. Upon termination, you shall destroy or delete the SDK from your systems along with all copies and parts thereof in any form as well as any other information derived from the use of the SDK. Notwithstanding the termination of this Agreement, the confidentiality and non-disclosure provisions set forth above remain in effect for a period of five (5) years from the Effective Date and for such additional period to the extent any Proprietary Information constitutes a trade secret.

ENTIRE AGREEMENT

This agreement contains all the terms applicable to the purpose and use of the SDK unless a separate agreement is entered into by the parties. No modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by VERIDIFY to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.

PASSWORD: hG6TeEUu

To Register: Please e-mail the following information to support@veridify.com to have access to telephone technical support.

Name: _____   **E-Mail**: _____

Company: _____   **TEL**: _____

Address: _____