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6.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation,” respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

6.2. U.S. Export Restrictions for U.S. Users. If you are a U.S. person or entity or if you are otherwise subject to U.S. laws and regulations, you acknowledge and agree that the Product may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations of the United States (the “*Acts*”). You agree and certify that neither the Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You may not Operate, download, export, or re-export the Product (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By Using the Product, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Licensor has no further responsibility for such after the initial license to you. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

## **7. Your Information and the Licensor’s Privacy Policy.**

7.1. Privacy Policy. You hereby expressly consent to the Licensor’s processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor’s current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference (see [www.luxand.com/privacy](http://www.luxand.com/privacy)). By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform functions its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor’s privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If “you” are an organization, you will ensure that each member of your organization (including

employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States, European Union and Russian Federation. The laws of such jurisdictions regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

## **8. Proprietary Notices; Trademarks.**

8.1. Licensor Marks. Any and all Licensor Marks are and shall remain the exclusive property of Licensor, and/or of its Affiliates, as the case may be, and Licensor grants Licensee a limited license to reproduce the Licensor Marks only to the extent expressly provided herein. Licensee will use the Licensor Marks consistently with guidelines for use as may be communicated by Licensor from time to time. Licensee acknowledges that its utilization of the Licensor Marks pursuant hereto shall not create in it, nor shall it represent it has, any right, title or interest in or to the Licensor Marks other than the license expressly granted herein, or contest or impair Licensor's Intellectual Property Rights. Licensee shall:

- a). not, either during or after the Term of this Agreement, do anything or aid or assist any other Person to do anything which would infringe upon, harm or contest the validity of any Licensor Mark or Licensor's or any of its Affiliates' rights therein or which would hinder or prevent Licensor or any of its Affiliates from utilizing and/or licensing or sublicensing the Licensor Marks in any manner;
- b). not in any manner authorize or purport to authorize any Person to use any of the Licensor Marks; and
- c). report to Licensor any unauthorized use of any of the Licensor Marks by any Person that comes to Licensee's attention in any manner whatsoever.

8.2. Mark Policies and Standards; Quality Control. Licensee acknowledges that any right to use the Licensor Marks is conditioned upon Licensee's observance of the provisions of this Agreement regarding the marketing and advertising of the Product. Licensee shall display the Licensor Marks in accordance with Licensor's guidelines for using trademarks as in effect from time to time and as provided to Licensee. Notwithstanding the foregoing, any change by Licensor or any of its Affiliates to the Licensor Marks guidelines which affects Licensee's usage shall not apply retroactively to Licensee's past usage which conformed with the then current guidelines and Licensor shall permit Licensee a reasonable period of time in which to conform with the new guidelines. Licensor retains the right to specify and approve the quality and standards of all materials on which the Licensor Marks are displayed and to inspect from time to time samples of such materials. If requested by Licensor, additional agreements and conditions regarding manufacture and quality control will be set forth in a separate Addendum to this Agreement. Failure of Licensee to adhere to such standards of

quality as provided herein shall be grounds for Licensor to terminate Licensee's rights to use such Licensor Marks and to terminate this Agreement. All advertising and other promotional, packaging and similar materials used by Licensee concerning Derivatives shall bear such trademark notices and legends as Licensor may reasonably require pursuant to this Section 8.2. Licensee shall not use, alter or exploit in any manner any of the Licensor Marks, except in such manner and media as Licensor may consent to in writing.

8.3. Licensee Marks. Any and all Licensee Marks are and shall remain the exclusive property of the Licensee, and/or of its Affiliates, as the case may be, and the Licensee grants Licensor a limited license to reproduce the Licensee Marks only to the extent expressly provided herein. Licensor will use the Licensee Marks consistently with guidelines for use as may be communicated by Licensee from time to time. Licensor acknowledges that its utilization of the Licensee Marks pursuant hereto shall not create in it, nor shall it represent it has, any right, title or interest in or to the Licensee Marks other than the license expressly granted herein, or contest or impair Licensee's Intellectual Property Rights.

## 9. **Miscellaneous.**

9.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however*, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

9.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

9.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product

or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

9.4. Publicity. The Parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, Licensor shall have a right, but not an obligation, at its own discretion, to issue such publicity and general marketing communications concerning the relationship of the Parties, and Licensor may list Licensee as its customer on its site and similar marketing communications.

9.5. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at: support@luxand.com

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ATTACHMENT A

	<i>Product name</i>	<i>Product Type/ Product Version</i>	<i>Installation Fee</i>	<i>Royalty*</i>
1.	<b>FaceSDK**</b>		\$X per installation of the Result;	\$X per Result

\*The Parties agree that (i) the Royalty as determined pursuant hereto (i.e. percentage, fixed amounts) and/or total aggregate Royalty may be adjusted, as mutually agreed by the Parties.

\*\*Licensor, by employee the services of a reputable a certified public accountant may, at Licensor’s sole expense (except as provided herein), upon 10 days advance written notice to Licensee during Licensee’s business hours examine and/or audit the books and records of Licensee which relate to payments due and Products’ licenses installed hereunder within the last twelve month period. Licensor’s certified public accountant shall not have access to any of Licensee's records beyond those necessary to complete any audit contemplated under this Agreement. If any examination or audit should reveal that the fee due to Licensor under this Agreement for any period was understated in any sales report, then Licensee shall pay to Licensor immediately upon demand the amount understated. If any examination or audit discloses an understatement in any report by Licensee of five percent (5%) or more (provided that any revisions and corrections in the subsequent reports will be taken into the account), Licensee shall also reimburse Licensor for any and all costs and expenses connected with the examination or audit (including without limitation, reasonable accountants’ and attorney’s fees). In the event that any examination or audit discloses or audit discloses an understatement in any sales report of ten percent (10%) or more, Licensee shall also pay to Licensor as an underpayment penalty an amount equal to the amount of the underpayment. In the event any of the understatement of ten percent (10%) or more is determined to be intentional, Licensor may at its option terminate this Agreement immediately upon written notice to Licensee. The foregoing remedies shall be in addition to any other remedies Licensor may have hereunder. No provision of this paragraph shall be construed as limiting or restricting any Licensor’s rights or remedies provided elsewhere in this Agreement or by law.