

End User License Agreement (“EULA”)

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1. Licensor hereby grants to You a non-transferable, non-exclusive, terminable, world-wide right to use, Acuant’s proprietary interface (the “**Application Program Interface**” or “**API**”) consisting of a series of commands that will enable You to connect to Licensor’s Software from a specific device for processing and the return of data via the Internet or to a device via the same API.
2. If you proceed to access and use Licensor’s Software, Your use will be deemed to be your unequivocal consent to have Acuant process your personal identifiable information that can be used to identify you (“**PII**”) and which may also include biometric data. Your PII and biometric data will be used to authenticate the authenticity of the identity document You submitted to Licensor and/or verify that the picture on the identification document is, in fact, the person standing in front of the camera. Acuant will not store your PII or biometric data but rather, after processing a transaction and returning a response to You, Acuant will permanently delete your PII and biometric data from its servers. Should You not want your PII or biometric data used in the manner described above, do not use Licensor’s Software.
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10. This EULA shall remain in effect for the entire term of your access and use of the Software unless terminated by Licensor at which time Your use of the Software shall terminate.

11. This Agreement and any licenses granted hereunder may be terminated by Licensor upon written notice if You fail to comply with any of the terms and conditions of this EULA.

12. You acknowledge that the API is confidential and proprietary information and contains trade secrets of Licensor or its licensors developed at substantial expense to the developing party. You agree to treat the API and all documentation related to the Software with a reasonable degree of care and protection. You will remain obligated, both during the term of this EULA and thereafter, to hold in confidence any knowledge of the Software as a trade secret for the benefit of Licensor and its licensors.

13. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Delaware, excluding that jurisdiction's choice of law regulations or statutes.