

BLACKSHARK TECH

SOFTWARE LICENSE AGREEMENT XAVIER™ SOFTWARE DEVELOPMENT KIT

This Software License Agreement states the terms on which you, the licensee, are authorized to install and use the Xavier™ Software Development Kit (the "SDK") provided by BlackShark Tech ("BT") for a purchase of a license to the production version of the Xavier™ SDK.

Notice: The SDK is licensed, not sold. Your continuing use of the SDK is conditioned on your continuing compliance with the following license terms.

LICENSE

Components. The SDK consists of the following components:

- ✦ "Source Files" - Source and project files for a sample travel document reading application.
- ✦ "Documentation" - Programmer's Guide and Release Notes.
- ✦ "Library" - version of the run-time library of software components for use with the Source Files, entitled, "Xavier-Release.aar."

License. BT grants you, at no charge, a non-transferable, non-exclusive license (the "License") to do the following, during the License Term and in accordance with the terms of this Agreement:

- ✦ install and use the Source Files, Documentation, and Library in one or more software development environments, consisting of one or more workstations owned and controlled by you which run Google Android Studio or Apple Xcode and comply with BT's published specifications; and
- ✦ use the SDK in such development environment(s) to work with, customize, enhance, and prepare and test derivative works based on the Source Files, on your development workstations and/or mobile devices, solely as a tool for developing mobile applications to read travel document numbers as you consider a potential purchase of a license to the production version of the Xavier™ SDK.

Tesseract License. In addition to the SDK, your download will include source files for the separate, open source Google Tesseract optical character reading software, entitled, "tess-two-release.aar." Google Tesseract is licensed to you under the terms of the Apache License, Version 2.0, a copy of which is also included in your download. The Apache License does not apply to the SDK.

Employees, Etc. If you, the licensee, are a commercial, government, or other entity, or if as an individual user you are entering this Agreement in order to have a contractor or other agent use the SDK on your behalf, you agree to inform all employees, contractors, and agents whom you allow to use the SDK of the terms of this Agreement and to cause them to comply with all such terms.

License Term. The term of the License (the "License Term") granted under this Agreement shall begin when you first purchase the SDK and run time licenses and shall continue without expiration for the major release.

No Obligation to Enhance. BT undertakes no obligation to enhance the SDK in any way. However, BT may make enhancements after the time of purchase. Licenses will allow updates for the major release at no charge.

Obligation to Maintain. BT is obligated to maintain all major releases that are actively being developed. BT will announce when a major release is no longer being actively developed. Support for a major release may extend passed the announcement date with existing extended support agreements. Extended support agreements expire one year after the purchase of the extended support.

Third Party Charges. You agree to pay and be solely responsible for all hosting, storage, data, and other third party charges incurred in your use of the SDK.

Taxes. If any personal property taxes, other taxes, or other governmental charges are imposed on you as a result of your installation or use of the SDK, you shall be solely responsible for, and you agree to pay, all such taxes and governmental charges.

PROPRIETARY RIGHTS

Title. Title to, ownership of, and all copyrights and other intellectual property rights in the SDK and all copies thereof shall remain solely in BT.

Prohibited Acts. You agree not to:

- ✦ sub-license, sell, lease, pledge, permit use of, give, lend, distribute, release, provide access to, or in any way transfer the SDK or any copy or component thereof to any third party;
- ✦ disclose, provide access to, or otherwise make any component of the SDK or any other non-public techniques used in the SDK available to any persons other than your employees or contractors engaged in using the SDK for potential licensing by you;
- ✦ make any copies of any component of the SDK except for installation and operation in one or more software development environments or on one or more mobile devices owned and controlled by you as permitted above;
- ✦ modify, alter, enhance, extend, or otherwise prepare derivative works based on the Library or the Documentation;
- ✦ decompile, disassemble, decrypt, decode, or otherwise reverse engineer, analyze, or attempt to discover or recreate the source code of the Library;
- ✦ use or incorporate the Library or any portion thereof in other software, other than the Source Files;
- ✦ remove, alter, or obscure the copyright, trademark, proprietary, or other notices from any component of the SDK or its screen displays; or
- ✦ use the SDK for any illegal or tortious purpose or in any illegal or tortious manner.

Notice to U. S. Government Customers and Contractors. The SDK, including the Documentation, are "commercial items" as defined in FAR 2.101. As provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, the SDK and Documentation are provided to the U.S. Government solely under the terms of this standard commercial software license agreement. The contractor is BlackShark Tech, 6811 Spout Ln, Fairfax Station, VA 22039 (571) 403-2587.

Protection of Trade Secrets. You acknowledge that the Source Files, the Library, and the Documentation, and the image processing, number recognition, and other techniques employed by the SDK, and all other non-public aspects of the SDK, are valuable confidential information and trade secrets belonging to BT. Accordingly, you agree to take reasonable precautions to preserve the confidentiality of the Source Files, the Library, the Documentation, and the techniques therein (with the exception of any portions that are clearly intended for public display) and not to disclose the same to third parties.

Reservation of Rights. BT reserves itself all rights not expressly granted in this Agreement.

WARRANTY DISCLAIMERS AND LIABILITY EXCLUSIONS

General Disclaimer. The SDK is provided "as is," "with all faults," and without warranty of any kind. BT disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, exclusivity, non-interference, system integration, accuracy of informational content, course of dealing, and usage of trade.

Specific Disclaimer – Requirements and Operation. BT does not warrant that the SDK will meet your specific needs or requirements, nor that the operation of the SDK will in all cases be uninterrupted or error-free, nor that the SDK will be available and operational at any particular time or for the indefinite future. BT shall not be liable to you for damages resulting

from any failures or interruptions in the operation of the SDK, unavailability of the SDK at any particular time, or termination of operation of the SDK at any time.

Specific Disclaimer – Possible Misreads. The SDK is intended to enable you to develop and customize applications that read numbers from physical travel documents issued by many countries around the world. Some travel document numbers may be misread or not recognized at all due to a variety of factors, including but not limited to: (1) possible changes to the number formats used by issuing countries; (2) number formats used by issuing countries whose travel documents have not yet been tested by BT or number formats which applications created with the SDK are unable to read; (3) misprints of travel document numbers; (4) damage to the area of a travel document on which the number is printed; (5) electromagnetic or atmospheric interference distorting the number image read by applications created with the SDK; and (6) other factors. BT does not guarantee the accuracy, completeness, or freedom from errors in the numbers reported by applications created with the SDK or that any particular number will be recognized or reported at all. BT shall not be liable to you for damages resulting from inaccuracy, incompleteness, or other errors in the numbers reported by applications created with the SDK or from the failure of applications created with the SDK to recognize or report any number.

Specific Disclaimer – Code and Data Interaction. BT does not warrant that the installation and operation of the SDK in your development environment(s) or on your mobile device(s) will be free from adverse interactions with other code and data residing on your development environment(s) or on your mobile device(s). BT shall not be liable to you for damages resulting from any such interactions.

Specific Disclaimer – Incompatible Operating Systems and Devices. BT is unable to test the SDK on all available versions of workstations running Google Android Studio or Apple Xcode, or on all available versions of the iOS and Android operating systems, or in all available development environments. BT does not guarantee that the SDK will operate correctly, or operate at all, with any particular version of the iOS or Android operating systems or in any particular development environment that you may use. BT shall not be liable to you for damages resulting from incorrect or intermittent operation of, or inability to operate, the SDK in your development environment(s), or from incorrect or intermittent operation of, or inability to operate, applications created with the SDK on your mobile device(s).

Equipment Requirements. You are solely responsible for the procurement, installation, configuration, operation, and maintenance of the development environment(s) and mobile device(s) on which the SDK is installed and for insuring that such development environment(s) and mobile device(s) comply with BT's published specifications. BT shall not be liable to you for any damages resulting from faulty or non-conforming equipment.

Specific Disclaimer – Reliance. Because the License is for product only and does not authorize production use or distribution, BT does not guarantee the availability, operation, or results of the SDK. BT shall not be liable to you for damages resulting from your reliance on the availability, operation, or results of the SDK.

Exclusion of Damages. BT shall not be liable to you for any direct, indirect, consequential, special, incidental, punitive, exemplary, or other damages of any kind, including but not limited to damages for loss of contract opportunities or business opportunities, lost profits, interruption of business, lost or corrupted data, or diversion of system, personnel, or other resources arising out of or relating to this Agreement or the performance, quality, results, use of, or inability to use the SDK. This exclusion applies even if BT has been advised of the possibility of such damages and regardless of the legal theory or theories asserted. If liability for death, personal injury, or property damage cannot be disclaimed in all circumstances under applicable law, BT shall not be liable for damages for death, personal injury, or property damage unless caused by the gross negligence or willful misconduct of BT.

Exclusive Remedy. Your sole and exclusive remedy for any defects in or damage caused by use of or inability to use the SDK is to cease using the SDK and uninstall it from your development environment(s) and mobile device(s).

Third Party Claims. BT shall **not** be liable to you for any claim asserted by any third party.

TERMINATION OF LICENSE

Termination for Breach. Either you or BT may terminate the License immediately upon written notice for material breach of this Agreement by the other party.

Termination without Breach. BT may terminate the License immediately upon notice if BT believes that your use of the SDK may infringe any third party rights or subject BT to other potential liability and that BT cannot modify the SDK or acquire rights, promptly and on commercially reasonable terms, so as to avoid infringement or other liability.

Termination without Cause. Either you or BT may terminate the License immediately upon written notice at any time without cause and for any reason, including but not limited to BT's decision to cease offering the SDK.

Duties on Termination. Immediately upon termination of the License, you agree to stop using the SDK and to uninstall all copies of the SDK from your development environment(s) and mobile device(s).

No Liability for Termination. BT shall **not** under any circumstances be liable to you for damages resulting from termination of the License or this Agreement and/or from unavailability or cessation of operation of the SDK.

GENERAL

No Personal Information. BT will not collect any personal information about you in connection with your use of the SDK.

No Unauthorized Export, Etc. Export, reexport, or transfer of the SDK, related technical data, assistance, or services, from the United States may be governed by the Arms Export Control Act, 22 U.S.C. § 2778 *et seq.* ("AECA") or the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§120-130, and may be otherwise restricted by the U.S. Department of Commerce or subject to other end-user, end-use, and/or destination restrictions issued by the U.S. Government or foreign governments. The SDK and any related technical data, assistance, or services may not be disclosed, exported, reexported, or transferred, in any manner, to any foreign person, foreign national, or foreign country unless allowed under applicable law or previously authorized by the U.S. Departments of State or Commerce, and/or other governmental agencies, as appropriate. You agree to acquire all necessary licenses and authorizations, and to comply with the requirements of all applicable export and import laws and regulations, prior to any permitted disclosure, export, reexport, or transfer subject to the same. BT shall have no obligation to obtain such licenses or authorizations or to satisfy such requirements.

No Assignment. You may not assign, sublicense, or otherwise transfer the License or any other rights arising under this Agreement. Any purported transfer in violation of this paragraph shall be void.

Enforcement Costs. You agree reimburse BT for all costs, including attorney's fees, reasonably incurred to enforce any rights of BT under this Agreement or in the SDK.

Amendment. This Agreement may be amended by BT by e-mailing you an updated as provided in the paragraph headed, *Notices*, or by posting an updated version which appears to you in the course of using the SDK and calls for your agreement to the updated version. Except for such an updated version, the terms of this Agreement may only be amended, waived, or supplemented by a later writing signed by the parties.

Notices. All notices required or permitted under this Agreement shall be given in writing. Notice to BT shall be given by electronic mail addressed to support@BlackShark_Tech.com. Notice to you may be given either by electronic mail addressed to the most recent electronic mail address BT has for you at the time or by posting a notice which appears upon opening the SDK. Notice shall be effective upon transmission or posting.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Virginia and the United States of America, without giving effect to choice of law principles; provided,

however, that the Virginia Uniform Computer Information Transactions Act shall not apply to this Agreement.

Exclusive Forum. All disputes arising under this Agreement or in connection with the SDK shall be resolved in the state or federal courts serving Alexandria, Virginia. Notwithstanding the foregoing, a party may seek and obtain injunctive or other equitable relief (but not declaratory relief) in any court of competent jurisdiction.

Entire Agreement. This document states the complete, final, and exclusive agreement concerning your acquisition, possession, and use of the SDK and supersedes all earlier oral or written agreements, proposals, marketing materials, representations, promises, negotiations, and other communications between you and BT.