

BLACKSHARK TECH

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LICENSE

Components. The Eval 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.
- "Eval Library" - Evaluation version of the run-time library of software components for use with the Source Files, entitled, "Xavier-Release.aar."

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- use the Eval 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 to evaluate the Eval SDK 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.

Not Suitable for Real-World Use or Distribution. The Eval Library contains frequent pop-ups which make any software that uses components from the Eval Library unsuitable for real-world use or distribution.

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- decompile, disassemble, decrypt, decode, or otherwise reverse engineer, analyze, or attempt to discover or recreate the source code of the Eval Library;
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Termination without Breach. BT may terminate the License immediately upon notice if BT believes that your use of the Eval SDK may infringe any third party rights or subject BT to other potential liability and that BT cannot modify the Eval 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 Eval SDK.

Duties on Termination. Immediately upon termination of the License, you agree to stop using the Eval SDK and to uninstall all copies of the Eval 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 Eval SDK.

GENERAL

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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 Eval 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 Eval 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@xavier.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 Eval 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 Eval 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 Eval SDK and supersedes all earlier oral or written agreements, proposals, marketing materials, representations, promises, negotiations, and other communications between you and BT.