

BLACKSHARK TECH, LLC

XAVIER® MOBILE APP SOFTWARE DEVELOPMENT KIT END USER LICENSE AGREEMENT

This Software License Agreement states the terms on which you, an agency, corporate, or individual licensee, are authorized to install and use the Xavier® Mobile App Software Development Kit (the "SDK") provided by BlackShark Tech, LLC ("BlackShark") for the purpose of developing, using, and/or distributing of one or more mobile travel document number reading applications.

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

DEFINITIONS

SDK. The SDK consists of a run-time library of software components, in object code form, entitled, "Xavier-Release.aar" for use with Android applications and "Xavier.framework" for use with iOS applications, which provides a capability to read certain travel document numbers.

Documentation. The documentation ("Documentation") currently distributed to licensees of the SDK consists of the Programmer's Guide and Release Notes, as they may be updated from time to time in the discretion of BlackShark.

Contract. You may procure a license to use the SDK and related BlackShark services only by entering into a legally binding purchase transaction ("Contract") which incorporates the terms of this Agreement, which transaction may consist of a signed and acknowledged purchase order, quotation acceptance, or contract, or, if available, your documented assent to an online purchase.

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License. Conditioned on your payment of the License Fee specified in the Contract, BlackShark grants you 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 SDK in one or more software development environments, consisting of one or more workstations owned and controlled by you or your retained contractors which run Google Android Studio or Apple Xcode and comply with BlackShark's published specifications;
- use the SDK in such development environment(s) to develop and test mobile software applications for reading travel document numbers ("Derived Apps"); and
- install and use Derived Apps in your own operations, and/or distribute Derived Apps to third parties for installation and use, on a combined total number of compatible iOS or Android mobile devices that does not exceed the number of User Licenses purchased by you, all in accordance with the Contract and the terms of this Agreement, including the User License provisions stated below.

License Term. The term of the License (the "License Term") shall begin on the date when BlackShark first provides you a license key that enables you to access and operate the SDK (the "Effective Date"). The License Term for perpetual licenses shall be indefinite in duration, unless and until terminated as provided below. The License Term for annual licenses shall be twelve months from the Effective Date or the most recent renewal date, as applicable, unless and until terminated as provided below. A different License Term may be specified in the Contract.

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Employees, Etc. If you are a commercial, government, or other entity with employees or contractors who will use the SDK, or if as an individual user you will have one or more contractors develop Derived Apps on your behalf, you agree to inform all employees and contractors whom you allow to use the SDK of the terms of this Agreement and to cause them to comply with all such terms.

FEES AND PAYMENT

Fees. You agree to pay all initial and renewal License Fees, Support Fees, and other fees and charges incurred at your request within the time specified in the Contract or, if not so specified, within 30 days of invoice date.

Finance Charge. If any License Fees, Support Fees, or other fees or charges are not paid when due, you agree to pay a finance charge of one percent per month on the unpaid balance until paid in full.

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- prohibits the licensee from further distributing the Derived App, the SDK, or any copies thereof, or otherwise making them available to third parties;
- prohibits the licensee from modifying, altering, enhancing, extending, or otherwise preparing derivative works based on the SDK or your Derived App;
- prohibits the licensee from decompiling, disassembling, decrypting, decoding, or otherwise reverse engineering, analyzing, or attempting to discover or recreate the source code of the SDK;
- prohibits the licensee from using or incorporating the SDK or any portion thereof in other software (*i.e.*, other than using it in the Derived App);
- releases BlackShark from all liability arising out of the Derived App, including but not limited to liability arising from the operation of the Derived App; the receipt, possession, or use of the Derived App; the inability to use the Derived App; intellectual property infringement or other violation of third party rights by the Derived App; or distribution or transfer (both of which are prohibited) of the Derived App.

No Open Source-Type Distribution. You may not distribute any Derived App in a manner which results in the SDK becoming subject to a requirement that:

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- other parties have a right to modify, reverse engineer, or create derivative works based on the SDK; or
- the SDK must be distributed at no charge.

Reporting and Inspection. You agree to report to BlackShark in writing the number of copies of Derived Apps that you have: (1) installed for your internal use; and (2) distributed to third parties, in each calendar quarter no later than 30 days after the end of the quarter. Upon 15 days written request, you agree to provide BlackShark copies of your records of your use and distribution of Derived Apps so that BlackShark may monitor your compliance with this Agreement.

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Maintenance. At its sole discretion, BlackShark may from time to time release to its licensees periodic updates, enhancements, or new releases ("Maintenance") of the SDK, which may incorporate corrections of substantial defects, fixes of minor bugs, corrections of security flaws, and/or enhancements. You will be solely responsible for installation of all Maintenance releases. All Maintenance releases shall be deemed incorporated in the SDK and subject to this Agreement.

Maintenance Charges. Maintenance will be provided to you at no charge during the License Term if you have an annual License and at no charge for the first year if you have a perpetual License. After the first year, perpetual licensees may purchase Maintenance on an annual basis at BlackShark's then current list prices.

Online Support. Online support for the SDK is available to all licensees without charge on the BlackShark website.

E-Mail and Telephone Support. You may obtain e-mail and/or telephone support for the SDK ("Support") upon request during normal business hours EST at BlackShark's hourly Support rates at the time of your request. Some License plans may include a certain number of hours of Support at no extra charge. Unless otherwise provided in a separate signed document, Support will not be provided to users of your Derived Apps unless they are your own employees or contractors.

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No Maintenance or Support Liability. The SDK is provided for use by sophisticated and experienced programmers who can evaluate and test software and information relating thereto. BlackShark shall not be liable to you, your licensees, or any other party for damages resulting from any Maintenance releases, from information or advice provided as Support for the SDK, or from your reliance thereon, or from any termination of Support and Maintenance.

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

Prohibited Acts. You agree not to:

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- 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 developing or distributing Derived Apps who have been informed of and have agreed to comply with the terms of this Agreement (other than distribution of your Derived Apps as permitted in this Agreement);
- 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, or for distribution of Derived Apps, all to the extent permitted in this Agreement;
- modify, alter, enhance, or extend the SDK or the Documentation;
- decompile, disassemble, decrypt, decode, or otherwise reverse engineer, analyze, or attempt to discover or recreate the source code of the SDK;
- use or incorporate the SDK or any portion thereof in other software, other than Derived Apps;
- 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, LLC, 6811 Spout Lane, Fairfax Station, VA 22039.

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Limited Warranty. BlackShark warrants to you that, for 90 days after the Effective Date, the SDK will: (1) perform in all material respects in accordance with the specifications published by BlackShark; and (2) not infringe upon or violate the intellectual property rights of any third party.

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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.

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Amendment. This Agreement may be amended by BlackShark by e-mailing you an updated version as provided in the paragraph headed, *Notices*, or by posting an updated version which appears to you or is called to your attention 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.

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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 or any Derived Apps you develop or distribute shall be resolved in the state or federal courts serving Fairfax County, 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 your development, use, and distribution of your Derived

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