- decompile the Programs(s) or to use the Program(s) for any purpose other than evaluation.
- In the event that Customer provides or Licensor request samples of identification documents in order to improve the accuracy of Licensor's libraries for such documents, Customer shall be solely responsible for obtaining from the owner of the identification document his/her unambiguous and explicit consent to the collection, export and processing of his/her personal data for such purpose and Customer shall indemnify Licensor for any liability arising out of failure to obtain the owner's consent to use of his/her personal data in such manner.
- 6. Upon receipt of this signed and dated Software Evaluation Agreement, Licensor agrees to arrange for FTP distribution of the Program(s) and its/their documentation.
- 7. Licensor agrees at the conclusion of the Evaluation Period that Licensee is under no obligation to enter into a License Agreement for the Program(s). If a License Agreement for the Program(s) is not entered into, Licensee agrees that within five (5) business days of the expiration or termination of the Evaluation Period, all copies of the Program(s) will be removed from any machine which they have been installed, to permanently erase or destroy all copies and derivative works thereof and no backup or archival copies will be retained, and all originals will be returned in good condition. If the Program(s) has/have not been destroyed by Licensee within five (5) days of the end of the Evaluation Period, Licensee will be invoiced for the Program(s) during the Evaluation Period.
- 8. Licensee agrees that the intellectual property rights to the Programs (including any trademark, industrial design, trade name, service mark, copyright, and/or copyrighted material) (the "Intellectual Property Rights") are and shall remain the sole property of Licensor. The use by Licensee of any Intellectual Property Rights is authorized only for the purpose set forth herein and Licensee agrees not to violate the Intellectual property Right of any third party during its use of the Program(s) during the Evaluation Period. Upon termination of this Agreement, for any reason, authorization to use the Intellectual Property Rights of the Licensor shall cease.
- 9. Each Program is furnished to Licensee "As Is" and Licensor makes no warranty that Licensee's use of the Program(s) will be uninterrupted or error free. Licensor makes no other warranties of any kind whatsoever with respect to any Program furnished hereunder, including, but not limited to, warranties (express or implied), of merchantability and fitness for a particular purpose. Licensee is solely responsible for procuring the rights to any application (mobile, online etc.) and ensuring interoperability between the application and the Program.
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