

NEXT Biometrics SDK License Agreement

NEXT Biometrics AS (“NEXT”), a Norwegian private limited liability company registered with Norwegian company number 892 911 622 specializes in the development of fingerprint sensor technologies and creates hardware and software products within this segment.

This agreement governs the use of Software Development Kits and any associated documentation, source code, data sheet, object code or other materials made available by NEXT (hereby collectively referred to as the “Licensed Services”). The Licensed Services are only offered to customers of NEXT’s hardware products.

This agreement is between NEXT and the customer named on the order confirmation (“the Customer”). The Customer has accepted the following terms and conditions upon ordering the Licensed Service, or upon downloading or otherwise accessing the Licensed Services.

1. LIMITED USER LICENSE

Subject to the Customer’s compliance with the following terms, NEXT hereby grants the Customer a non-exclusive, non-transferable, worldwide, revocable right to the Licensed Services.

NEXT has the exclusive and worldwide ownership and title to all intellectual property rights related to the Licensed Services that is developed by NEXT, whether patentable or not and whether registered or not. This includes, but is not limited to the source code, object code, documentation, copyrighted materials, concepts, design, trademarks, know-how and trade secrets. In addition to the part of the Licensed Services that is developed by NEXT the Licensed Services also consist of third-party code, licensed under multiple open source license agreements. The Customer agrees that they shall comply and be bound by these license agreements.

The Licensed Services are licensed, not sold. NEXT reserves all rights to the Licensed Services which are not explicitly granted to the Customer in the following.

2. SCOPE OF THE LICENSE

Limited Use. The Customer may only use the Licensed Services for the purpose of creating "Authorized Applications", defined as

- a) a client-based application, in object code form, or
- b) the Customer’s gateway server ("server interfaces"), designed to interconnect with NEXT’s products

The Customer may only use the Licensed Services to enable interconnection and interoperability between the Customer’s software programs and NEXT’s products (“Authorized Applications”). The Customer may not charge end users for use of Authorized Applications.

Installation and Use. The Customer may install and use a set amount of copies of the Licensed Services on the Customer’s devices to design, develop and test the Customer’s software programs. Each copy must be complete, including all copyright and trademark notices.

End-user license agreement. The Customer may authorize access to employees, contractors or agents (“End Users”) to create Authorized Applications. The Customer shall ensure that all End Users are bound by license terms no less onerous than the terms provided in this agreement.

No Harm. The Customer may not use the Licensed Services in any way that could harm NEXT’s products. The Customer may not use the Licensed Services to gain unauthorized access to any service, data, account or network by any means.

Prohibited Activities. The Costumer may not:

1. work around any technical limitations in the Licensed Services;
2. reverse engineer, decompile or disassemble the Licensed Services, except and only to the extent that applicable law expressly permits, despite this limitation;
3. alter, modify, copy, edit, format, create derivative works of or otherwise use any materials, content or technology provided under this license. One exception from this is that the Customer, at NEXT approval, can be allowed to alter, modify, copy, edit, format, create derivative works of the sample code provided to the Customer from NEXT.
4. make more copies of the Licensed Services than specified in this license or allowed by, except and only to the extent applicable law expressly permits, despite this limitation;
or
5. publish the Licensed Services for others to copy.

3. EXPORT RESTRICTIONS

THE LICENSED SERVICES ARE SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. CUSTOMER MUST COMPLY WITH ALL UNITED STATES, AND INTERNATIONAL EXPORT LAWS AND REGULATIONS, WHICH INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

4. SUPPORT

NEXT is not obligated to provide any technical or other support for the Licensed Services.

5. TERM AND TERMINATION

This agreement may be terminated at any time. Upon termination of this agreement, the Customer loses all rights granted under this agreement. One exception from this is if the Licensed Services have been incorporated into an Authorized Application, that have been created before the termination date, and the Licensed Services are necessary for the Authorized Applications to function, the Customer can continue the use of the license for that specific Authorized Application in accordance with this agreement. This right will lapse if the Customer is in breach of clause 2.

Notwithstanding the above, NEXT reserves the right to discontinue offering the Licensed Services or to modify the Licensed Services at any time at its sole discretion.

If the Customer is dissatisfied with any aspect of the Licensed Services, the Customer's sole and exclusive remedy is to cease using them and terminate this agreement. NEXT may also, at its sole discretion, terminate or suspend access to the Licensed Services to the Customer or any end user at any time.

The Customer acknowledges that termination and/or monetary damages may not be a sufficient remedy if the Customer breaches this agreement. NEXT shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. This Section and Sections 6, 7, 10, 11, 12 and 13 will survive termination of this agreement or any discontinuation of the offering of the Licensed Services, along with any other provisions that would reasonably be deemed to survive such events.

6. DISCLAIMER OF WARRANTY

The Licensed Services is licensed "as-is." The Customers bears the risk of using it. NEXT gives no express or implied warranties, guarantees or conditions. NEXT excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

7. LIMITATION OF LIABILITY

NEXT SHALL IN NO EVENT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF THE LICENSED SERVICES OR THE CUSTOMER'S OR END-USER'S USE OF THE LICENSED SERVICES, WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR OTHER LEGAL THEORY, EVEN IF NEXT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITIES OF SUCH DAMAGES.

NEXT'S AGGREGATE AND CUMULATIVE LIABILITY TOWARDS THE CUSTOMER SHALL NEVER EXCEED AN AMOUNT OF USD 5.00.

ANY CLAIM FROM THE CUSTOMER FOR DAMAGES MUST BE NOTIFIED TO NEXT WITHIN NINETY (90) OF THE EVENT GIVING RISE TO ANY SUCH CLAIM, AND ANY LAWSUIT RELATIVE TO ANY SUCH CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF THE CLAIM. DAYS OF THE DATE

8. FEES

The Licensed Services are offered free of charge. NEXT may choose in the future to charge for use of the Licensed Services, by amendment to this agreement.

9. AMENDMENTS

This agreement may be updated from time to time. The Customer will be notified of any changes to this agreement and provided with a 30 days' time limit to accept the new agreement. NEXT reserves the right to terminate this agreement if the Customer does not accept the updated agreement as presented to the Customer within the 30 calendar day time limit.

10. SEVERABILITY

If any part of this agreement is found to be invalid due to mandatory statutory law or a final legal judgment, it shall only affect those parts found to be invalid. The remaining parts of this agreement will still be enforceable.

11. ENTIRE AGREEMENT.

This license is the entire agreement with respect to the Licensed Services.

12. APPLICABLE LAW.

This agreement is governed by and construed in accordance with the laws of Norway without regard to its conflict of law principles.

13. DISPUTE RESOLUTION.

Any dispute arising out of or in connection with this agreement, which is not solved amicably, shall be submitted to the exclusive jurisdiction of Norway.

