

## FINDFACE API LICENSE AND TERMS OF SERVICE

BY CLICKING THE "I ACCEPT" BOX, YOU ARE AGREEING ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF YOUR COMPANY TO BE BOUND BY BECOME A PARTY TO THIS API LICENSE AND TERMS OF SERVICE WITH N-TECH.LAB LTD ("FINDFACE") AND THAT, IF YOU ARE AN EMPLOYEE OR REPRESENTATIVE OF YOUR COMPANY, BUSINESS OR ORGANIZATION, YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY, BUSINESS OR ORGANIZATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT SELECT THE "I ACCEPT" BOX. THE "EFFECTIVE DATE" FOR THIS AGREEMENT IS THE DAY YOU CHECK THE "I ACCEPT" BOX.

### 1. Definitions.

"API" means FindFace's proprietary application programming interface that enables an Application to access and display the Facial Images.

"Application" means your software application that uses the API.

"Confidential Information" means any proprietary data and any other information disclosed under this Agreement by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential." However, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

"Facial Image" means a photograph or picture of a human face.

"Intellectual Property Rights" means any and all rights existing from time to time under patent, copyright, trademark, trade secret law and any and all other proprietary rights.

"Service" means FindFace's facial recognition service.

**2. Member Account, Password, and Security.** To access and obtain the API and register for the Service, you must complete the registration process by providing FindFace with current, complete and accurate information as prompted by the registration form, including your e-mail address (username) and password. You must protect your passwords and take full responsibility for your own, and third party, use of your account. You are solely responsible for any and all activities that occur under your account. You shall notify FindFace immediately upon learning of any unauthorized use of your account or any other breach of security. FindFace (or its affiliates') support staff may, from time to time, log-in to the Service under your password in order to maintain or improve service, including to provide assistance to you with technical or billing issues.

**3. Fees and Service.** If you are registering for a beta account or account that is provided with an initial balance, the Service is provided without charge during the beta period or until the initial balance is exhausted. Otherwise, you must prepay to FindFace the fees for your usage of the Service. To do so, you must provide your valid credit card or bank account information or information for another billing mechanism associated with your account. You agree to pay FindFace a per transaction fee (as specified on FindFace's price list available on the FindFace web site or from your FindFace account page) for each request that is made via the API from your Application and a separate fee for each Facial Image stored by FindFace for you or on your behalf and all other fees and charges established by FindFace from time to time, which may include, without limitation, charges for the bulk upload of photos. FindFace may change its fees and payment policies for the Service from time to time, including the increase of the first payment and the minimum balance that must be maintained in your account and additional charges for accessing and storing Facial Imagery or other fees for the access, use and storage of data. FindFace will send you notice of its fee changes to the email address for your account. The changes to the fees or payment policies are effective 30 days after notice is given (or such other date as specified in the notice). No notice is required for temporary promotions or changes that result in the reduction of fees. Unless otherwise stated, all fees are quoted and payable in U.S. Dollars. All payments are non-refundable. Any prepaid amounts not consumed within six months (or such other time as established by FindFace as shown on its website or from within your user account) will be deemed fully earned by FaceFind. FindFace reserves the right to terminate Service or suspend your account if you have a negative balance in your account.

Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by FindFace will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with your account. You agree to bear all fees and costs associated with collection of payment. Overdue payments are subject to a late fee equal to 1.5% per month or the maximum amount allowed by applicable law, whichever is less. All fees and payments stated herein exclude, and you shall pay, any sales, use, property, license, value-added, withholding, excise or other tax, foreign, federal, state or local, duties, tariffs, imposts and other charges pertaining to any of the API and Facial Images, or the other products or services received under this Agreement (excluding only taxes based on FindFace's net income).

#### 4. License Grants.

4.1 API License. Subject to the terms and conditions of this Agreement, FindFace grants you a worldwide, non-exclusive, non-transferable, royalty-bearing, limited license to download, install and use the API solely as necessary to integrate and display the Facial Images and other information and content made available through the Service in each Application through the API and to upload and store Facial Images.

4.2 Access Token. You must obtain a license key to use the API ("Access Token"). You agree not to share your Access Token with any third party or use an Access Token issued to a third party by FindFace. You agree to be responsible for any acts or omissions of any third party that uses the Access Token issued to you.

4.3 Limit on Requests. FindFace reserves the right to set a maximum number of requests that you or users of an Application may make per Access Token. FindFace may also set a maximum number of Facial Images that may be stored as part of the FindFace service. Furthermore, FindFace reserves the right to make changes to the maximum number of daily requests per Access Token without notice if FindFace determines that such use interferes with the operation of any FindFace service.

4.4 Restrictions. You shall not do, nor shall you permit any third party to do, any of the following: (i) transfer, sublicense, distribute, re-transmit, disseminate, re-sell, loan, lease, share, give, or otherwise make available in any format the API, (ii) provide the API to any third parties as a service bureau, application service provider or otherwise, (iii) decompile, reverse engineer, or reverse translate the API, or any portion thereof, or (iv) modify, alter, adapt or change the API, or any portion thereof.

4.5 Notices. You shall include a "Powered by FindFace PRO" logo on each Application that integrates the API.

4.6 Changes. FindFace may make changes to or discontinue the API and the Service at any time.

5. Service Level Agreement. If and when FindFace offers a service level agreement and subject to your payment of the applicable service level fee to FindFace, FindFace will use commercially reasonable efforts to meet the specific uptime commitments set forth in FindFace's standard service level agreement, as published on its website. For the avoidance of doubt, if you do not pay the applicable service level fee to FindFace, FindFace makes no representations, warranties or covenants with respect to the operation, access or availability of any of the API, Facial Images or other information or content made available through the Service or that any of the API or Service will provide any particular level of functionality or performance.

6. Ownership. FindFace hereby retains ownership of the API, and FindFace information and proprietary content made available via the Service, including all related Intellectual Property Rights. Nothing in this Agreement will be construed to grant you any rights in and to the API, FindFace information or proprietary content, or any related Intellectual Property Rights, other than the limited license rights expressly provided herein. There are no implied rights. All rights not expressly granted to you herein are reserved by FindFace.

7. **Your Responsibilities.** You are responsible for the necessary telecommunications connections to the Internet with appropriate browser software and other technology necessary to access and use the API and the Facial Images and other content, as specified by FindFace.

8. **Publicity.** Neither party may make any public announcement or press release regarding this Agreement with the prior written consent of the other party. FindFace may list you as a FindFace customer in FindFace's marketing collateral and investor materials and on its website.

9. **FindFace's Warranty Disclaimer.** FINDFACE AND ITS LICENSORS MAKE NO WARRANTIES, AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE API, FACIAL IMAGES, FINDFACE CONTENT, AND ANY SERVICES OFFERED BY FINDFACE IN CONNECTION HEREWITH, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE API AND FACIAL IMAGES, CONTENT AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "WHERE IS" BASIS. FINDFACE DOES NOT WARRANT THAT THE API, FACIAL IMAGES, FINDFACE CONTENT OR SERVICES, AS APPLICABLE, (1) WILL SATISFY YOU OR YOUR CUSTOMER'S REQUIREMENTS, (2) WILL BE UNINTERRUPTED OR ALWAYS AVAILABLE OR AVAILABLE AT ANY PARTICULAR TIME, OR (3) ARE WITHOUT DEFECT OR ERROR. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE API, FACIAL IMAGES, CONTENT AND SERVICE. FINDFACE ASSUMES NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE API, AND FINDFACE MAKES NO REPRESENTATIONS ABOUT ANY FACIAL IMAGES OR CONTENT ACCESSED THROUGH THE API.

10. **Your Representations And Warranties.**

10.1 **Conduct.** You represent and warrant that (a) you shall comply with all applicable laws, rules and regulations to which you are or may be subject; (b) you have full power to enter into and perform this Agreement and that you are authorized to enter into this Agreement; (c) each Application will conform in all respects to FindFace's Acceptable Use Policy <https://findface.pro/files/ffcloudapi-usepolicy-us.pdf>; (d) you will have a legally enforceable privacy policy that describes your collection, use and disclosure of your customer's personal information that is made available through or posted on an Application; (e) each Application does not and will not infringe or misappropriate the intellectual property rights of any third party, (f) the Facial Images do not and will not infringe, misappropriate or violate the intellectual property rights of any third party, including, without limitation, any rights of publicity or privacy, and (g) the provision of the Facial Images to FindFace and its use and processing as contemplated by this Agreement does not violate any law or obligation to which you are subject or bound.

10.2 **Breach of Warranties.** In the event of any breach, or reasonably anticipated breach, of any of the foregoing warranties and representations, in addition to any other remedies available at law or in equity, FindFace may suspend or terminate access to the API and Service, as it deems necessary to prevent any harm to FindFace or its other customers.

11. **Confidentiality.** Under this Agreement, a party (the "Discloser") may disclose to the other party (the "Recipient") certain information, whether in tangible, intangible, visual or electronic form, that the Recipient knows or should know that the Discloser considers confidential and/or proprietary, whether or not the information is specifically marked as "confidential" or with any similar designation ("Confidential Information"), including, but not limited to: trade secrets; financial information; technical information, research, development, procedures, algorithms, information, designs, and know-how; business information, operations, planning and marketing interests. You acknowledge that the source code of the API remains the Confidential Information of FindFace and that you are not entitled to disclose the source code of the API for any reason at any time. The Recipient shall not disclose or cause to be disclosed any of Discloser's Confidential Information to any third party, except to those employees, agents, representatives, or contractors of the parties who require access to the Confidential Information to perform under this Agreement ("Authorized Personnel") and who are bound by written agreement: not to disclose third party confidential or proprietary information disclosed to Recipient. Furthermore, the Recipient agrees to be responsible for any act and/or omission of any Authorized Personnel in breach of this Section. Recipient shall protect the Confidential Information of Discloser by using the same degree of

care, but no less than a reasonable degree of care, that the Recipient uses to protect its own confidential information of a like nature. Confidential Information shall not include information that: (i) is or becomes publicly available through no act or omission of the Recipient; (ii) was in the Recipient's possession without restriction on disclosure prior to the disclosure by the Discloser; (iii) is disclosed to the Recipient by a third party without restriction on disclosure; (iv) is independently developed by the Recipient without access to or use of the Discloser's Confidential Information. The Recipient's disclosure of the Discloser's Confidential Information in order to comply with a court order, subpoena, or other government demand shall not be a breach of this Section; provided that Recipient promptly provides prior written notice of such required disclosure to the Discloser in order to afford the Discloser an opportunity to seek a protective order or other legal remedy to prevent such disclosure.

## 12. Limitation of Liability.

12.1 Consequential Damages Waiver. IN NO EVENT WILL FINDFACE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR USE OF ANY OF THE API, SERVICE, FINDFACE CONTENT OR FACIAL IMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, DAMAGE FOR LOSS OF FACIAL IMAGES OR OTHER DATA, LOSS OF USE, LOSS OF GOODWILL, LOSS OF BUSINESS AND HARDWARE MALFUNCTION, UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT FINDFACE WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGE AND REGARDLESS OF WHETHER THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

12.2 Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FINDFACE TO YOU HEREUNDER EXCEED THE TOTAL OF THE AMOUNTS PAID BY YOU TO FINDFACE UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## 13. Term and Termination.

13.1 Term. This Agreement will commence on the Effective Date and continue for an initial term of one year. Thereafter, this Agreement shall automatically renew for successive one year renewal terms (each, a "Renewal Term") unless a party notifies the other in writing at least 30 days before the expiration date of the initial term or then-current renewal term that it no longer wants to renew this Agreement.

13.2 Termination. A party may terminate this Agreement at any time upon any of the following events: (a) a material breach of this Agreement by the other party, which breach is not cured within 30 days following written notice to the other party of such breach; (b) the filing of a voluntary or involuntary petition for bankruptcy by any party or by a creditor of any party, the appointment of a receiver with respect to any party's assets, or an assignment by any party for the benefit of its creditors that is not dismissed within 60 days of filing; or (c) for such party's convenience on 90 days' written notice to the other party.

13.3 Effect of Termination. Effective upon any termination or expiration of this Agreement, the licenses granted under this Agreement shall automatically terminate and your access to the API and the Service and Facial Images will be disabled. You shall immediately cease use of the API, the Service and Facial Images and other materials or documentation provided by FindFace to you. Within 30 days of any termination or expiration of this Agreement, each party shall (a) destroy (or, at the request of such other party, deliver) all copies of Confidential Information or other materials of the other party then in its possession, custody or control, and (b) upon request, provide to the other party an officer's certificate attesting to the foregoing. Neither party shall incur any additional liability to the other due solely to its termination of this Agreement as permitted under this Section 13, except that each party shall remain liable for any damages resulting from its breach of this Agreement prior to such termination. The provisions that by their nature continue and survive, including the payment, limitation on liability, indemnity, warranties and warranty disclaimer, will survive any termination, cancellation or expiration of this Agreement. No refunds will be given. All fees and payments are non-refundable and will be considered fully earned upon any termination of this Agreement.

14. General. FindFace and you are independent contractors. Neither party is the representative, agent, joint venturer, partner, or employee of the other party for any purpose. You may not assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement without FindFace's prior written consent, which shall not be unreasonably withheld. Any assignment in derogation of the foregoing will be void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. The laws of the State of California, as such laws are applied to contracts entered into entirely in California and performed entirely in California by California residents will govern all matters arising out of this Agreement. Neither party shall be liable for any loss or damage to the other party or any third party, or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations or attempts to cure any breach under this Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control. You will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. A waiver by either party of any provision of this Agreement shall not be construed as a waiver of any other provision, nor shall such waiver operate, or be construed as a waiver of any future event or circumstance. If a court having competent jurisdiction determines that any provision of this Agreement is unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and such provision shall be changed and interpreted so as to best accomplish the economic objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions. This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. FindFace's acceptance of this Agreement is expressly limited to the terms and conditions stated herein. No additional terms or modifications proposed by you shall be binding on FindFace unless expressly agreed to by FindFace in writing.

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