

AAWARE INC DEVELOPMENT PLATFORM LICENSE AGREEMENT

This development platform license agreement ("Agreement") is entered into by you (individual developer or legal corporate entity, ("User") and Aaware Inc. ("Aaware"). By using this development platform, together with all related; hardware, components, firmware, software, and documentation provided by Aaware or it's distributors ("Platform"), User agrees to be bound by the terms and conditions of this Agreement.

LICENSE & RESTRICTIONS

Aaware grants User a non-exclusive, non-transferable, non-sublicenseable, non-commercial right to use the Platform for development and testing purposes. The Platform is not to be used in any commercial system or product and may not be offered for sale or lease or distributed for commercial purpose. However, the Platform may be used to develop early evaluation or prototype products and shared with User's customers for feedback, provided that such use is governed by this Agreement.

The User agrees that it is receiving the Platform(s) for internal use and testing only, on User's premises. The User agrees that the Platform(s) provided hereunder and all intellectual property rights in and to the Platform(s) are owned by Aaware and/or its suppliers, and that the Platform(s) will be strictly safeguarded against disclosure or use by persons not authorized by Aaware to use the Platform(s). **User agrees, they will not disclose any functional or performance information about the Platform(s) to another party unless expressly agreed to by Aaware.** User agrees that, with respect to all hardware and/or software (or components thereof) included in or with the Platform(s), it will not modify, translate, reverse engineer, decompile, disassemble or otherwise attempt (i) to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms in any Platform(s), including without limitation any such mechanism used to restrict or control the functionality of the Platform(s), or (ii) to derive the source code, underlying ideas, algorithms, structure or organization from any Platform. The User agrees that unauthorized copying of any software or firmware contained in the Platform(s) or distributed with the Platform(s) will cause great damage to Company or to any third party holding any right, title, or interest in the Platform(s).

THIRD PARTY SOFTWARE

"Third Party Software. You acknowledge that the Software may contain copyrighted software of third parties which are obtained under a license from such parties ("Third Party Software"). All third party licensors retain all right, title and interest in and to such Third Party Software and all copies thereof, including all copyright and other intellectual property rights. Your use of any Third Party Software shall be subject to, and You shall comply with, the terms and conditions of this Agreement, and the applicable restrictions and other terms and conditions set forth in any Third Party Software documentation or printed materials, including without limitation an end user license agreement.

OWNERSHIP & COPYRIGHT

Title and ownership rights to the Platform remain with Aaware and/or its licensors. All intellectual proprietary rights in and to the Platform are and shall remain with Aaware. You may not remove any copywrite or other proprietary rights notices without prior authorization from Aaware. The Platform is protected by US patent and copywrite laws and international treaty provisions. User is required to abide by these laws.

WARRANTY

Aaware warrants that, under normal use and conditions and conforming with the Documentation the printed circuit board, components and connectors ("Hardware"): (a) will be free from significant defects in materials and workmanship for 90 days from the date of delivery ("Hardware Warranty Period"). If User discovers a defect during the Hardware Warranty Period, Customer may contact Aaware to obtain a return of such Hardware, freight prepaid, to Aaware during the Hardware Warranty Period. If Aaware determines that the returned Hardware contains a significant defect in materials or workmanship, then Aaware will repair or replace the defective Hardware and return the repaired or replaced Hardware to User, freight prepaid. If Aaware determines that the Hardware is not defective, Aaware will return it to User, freight collect. Aaware has no responsibility or obligation with respect to any deficiency resulting from abuse, accident, misuse, neglect, modification, or unauthorized repair or installation. **THE PROVISIONS OF THIS SECTION STATE AAWARE'S ENTIRE RESPONSIBILITY AND USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE HARDWARE SUPPLIED HEREUNDER.**

THE DEVELOPMENT PLATFORM IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS THE OPERATION OF NUCLEAR FACILITIES, WEAPONS SYSTEMS, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE FAILURE OF THE PLATFORM COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. CUSTOMER UNDERSTANDS THAT THE PLATFORM HAS NOT RECEIVED ANY SAFETY AGENCY (E.G. UNDERWRITERS LABORATORIES) OR REGULATORY AGENCY (E.G. FCC) APPROVALS, AND THAT THE PLATFORM MUST ONLY BE USED BY ENGINEERS QUALIFIED TO WORK WITH PLATFORMS OF THIS TYPE.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Aaware's cumulative liability to User for all claims of any kind resulting from Aaware's performance or breach of this Agreement or the Platform furnished hereunder shall not exceed, to the extent collected by Aaware, the fees actually received by Aaware from User which are the subject of such claim, regardless of whether Aaware has been advised of the possibility of such damages or whether any remedy set forth herein fails of its essential purpose or otherwise. AAWARE SHALL NOT BE LIABLE FOR LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, INTERRUPTION OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTES, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

User agrees to indemnify, hold harmless and defend Aaware from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Platform that is in violation of this Agreement.

GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of the state of California excluding its conflict of laws rules. All disputes arising out of or in connection with this Agreement will be settled by binding arbitration in San Jose, California under the rules of arbitration of the American Arbitration Association. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing arbitration provision, AAWARE may apply to any court of competent jurisdiction for injunctive relief. User understands and agrees that breach of the provisions of use restrictions herein, by User may cause AAWARE irreparable damage for which recovery of money damages would be inadequate, and AAWARE shall be entitled to seek injunctive relief to protect AAWARE's rights under this Agreement in addition to any and all remedies available at law. With respect to such matters, User expressly consents to the personal jurisdiction of the courts of California and service of process being effected upon it by registered mail sent to Aaware, Inc.

ASSIGNMENT

Without the prior written consent of Aaware, User may not delegate, assign or transfer this Agreement or any of its rights and obligations under this Agreement, and any attempt to do so shall be void.

ENTIRE AGREEMENT

The terms and conditions herein contained, including the Platform identification, quantity, location, users, equipment, duration, services and pricing amounts set forth in the applicable purchase of Platform, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no other agreements, understandings, representations, or promises between the parties with respect to the subject matter of this Agreement.

FOR COMMERCIAL INQUIRIES

Contact: info@aaware.com

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