

EULA IDVision



END USER LICENSE AGREEMENT IDVISION

End user

&

ID-ware International B.V.

The Hague

Mesdagstraat 118 (2596 XZ),

named: "supplier".

End User License Agreement for IDVision

License scope

ID-ware International B.V. hereby grants to the rightful acquirer of IDVision ("you") a right to use this software. This right is limited to use by you within your company or other legal entity.

This license is tied to the computer (or the authorized number of computers) onto which the software is first installed. The license may be transferred to another computer; however the software must then be deinstalled from the previous computer. The mandatory license manager software enforces this restriction; it is forbidden to deinstall, manipulate or circumvent this software.

It is expressly forbidden to

- reverse engineer the source code of the software or to decompile the software, except to the extent permitted by mandatory law;
- provide copies of the software to third parties ;
- sublicense the software or otherwise make available the software to third parties, including by rental, Software-as-a-Service models or otherwise;
- modify the software, except to the extent permitted by mandatory law;
- remove indications of ID-ware International B.V. as copyright holder of the software or to remove or render illegible any part thereof.

You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

Intellectual property

All right, title and interest to the software, the accompanying documentation and all modifications and extensions thereto rest and remain with ID-ware International B.V.. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.

Because the usage right is coupled to an obligation to pay, ID-ware International B.V. has the right to perform an audit to verify your compliance with these license terms, in particular related to the use of the license manager software. The audit shall be performed by an independent third party (such as a chartered accountant) in confidence. The auditor may only report the data relevant for the compliance verification to ID-ware International B.V.. The costs of the audit shall be borne by ID-ware International B.V., unless the report reveals that you have failed to pay the right license fee.

Consideration

You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment.

The usage right is subject to payment of a one-time license fee, due when the software is first installed (unless other contractual agreements have been made and signed by both parties).

Use of the software requires activation. Activation takes place during installation.. To complete activation you must acquire a license key from ID-ware International B.V.. The software will inform you about the procedure.

Updates

ID-ware International B.V. from time to time releases updates that address bugs or improve the functioning of the software.

To learn about the latest updates, consult the website of ID-ware International B.V.. No liability is accepted for any damage caused by bugs addressed in an update not installed by you.

Support

ID-ware International B.V. is prepared to provide you with support in accordance with a separate maintenance agreement to be agreed upon. Contact ID-ware International B.V. for details. Without such an agreement ID-ware International B.V. is under no obligation to provide you with any support for the use of IDVision, except for issues that constitute a violation of a warranty granted below, except for bug reports supplied by you.

Guarantees and liability

ID-ware International B.V. guarantees that the carrier on which the software is supplied, shall function in accordance with expectations for a period of 90 days after receipt (and will replace the carrier free of charge if not); that IDVision substantially operates as described in the documentation; that IDVision contains no viruses, backdoors or malicious routines; that IDVision violates no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the software; it will use its best efforts to investigate any reported bugs as soon as is practical and to repair such bug or create a workaround (but may delay repairing bugs with limited impact until the next planned update); but nothing else.

Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above ID-ware International B.V. is not liable towards you, regardless of ground, for any damages in connection with IDVision.

No liability exists in case damages were not reported timely after discovery to ID-ware International B.V.. In addition no liability exists if the cause of damage is beyond the control of ID-ware International B.V..

Term of the agreement

This agreement enters into force when you start use of the software and remains in force for one year.

After this period ID-ware International B.V. may make a new license offer but is under no obligation to do so.

This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, or in case your company enter into liquidation, legal dissolution or winding-up.

After termination of the agreement (regardless of reason) you must cease all use of IDVision. In addition you must remove all copies (including backup copies) of IDVision from all computer systems under your control.

Miscellaneous terms

Dutch law applies to this end-user license agreement.

Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of ID-ware International B.V..

A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

ID-ware International B.V. may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to IDVision from her.

