3DiVi Face SDK Software Terms

Last Updated June 18, 2019

Scope

These Terms govern your use of the 3DiVi Face SDK Software (the "Software Terms"). 3DiVi provides a downloadable software components (including but not limited to 3DiVi Face SDK, Face Machine API accessible via webpage www.3divi.com) that provide face recognition capability (the "Face SDK Software"). Depending on your requirements and circumstances, you will be required to obtain either Commercial, Trial or Development license of 3DiVi Face SDK .

Primary Differences Between Trial, Development and Commercial Licences

Face SDK Trial license is for demo purposes only and may not be used for development of applications (Project Content) and for commercial use.

Face SDK Development license may be used by anyone who pays the applicable subscription and/or unit license fees to develop Project Content. Face SDK Development license is required for each copy of Project Content and may not be used for commercial purposes.

Face SDK Commercial license may be used by anyone who pays the applicable subscription and/or unit license fees to develop, distribute, sell and offer for sale Project Content. Face SDK Commercial license is required for each copy of Project Content.

3DiVi may monitor your compliance with and enforce these restrictions and requirements including but not limited to monitoring the number of installations of Your Project Content.

All three tiers of the 3DiVi Face SDK Software share most of the same features and functionality. To see the differences between each tier, please visit 3DiVi's online store.

Auto-Renewal

At the end of the subscription term for Face SDK Development or Commercial license, your subscription will automatically renew on a regular basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it.

You May Not Use Face SDK Trial or Development licenses and Face SDK Commercial license simultaneously.

Face SDK Software Terms

Your use of the Face SDK Software is subject to these Additional Terms (the "Software Terms"), which supplements and incorporate the 3DiVi Terms of Service. By downloading, installing or using the Face SDK Software in any manner, you represent and affirm that you have read, understand and agree to be legally bound by and comply with these Software Terms. If you do not agree with these Software Terms, you are not authorized to use the Face SDK Software in any manner.

Trial, Development, Commercial Licences

Face SDK Trial license is for demo purposes only and may not be used for development of applications (Project Content) and for commercial use.

Face SDK Development license may be used by anyone who pays the applicable subscription and/or unit license fees to develop Project Content. Face SDK Development license is required for each copy of Project Content and may not be used for commercial purposes.

Face SDK Commercial license may be used by anyone who pays the applicable subscription and/or unit license fees to develop, distribute, sell and offer for sale Project Content. Face SDK Commercial license is required for each copy of Project Content.

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1. Rights to use the Face SDK Software.

1. *Use Rights*. Conditioned upon your compliance with the terms and conditions of this Agreement and payment of all applicable subscription and unit license fees,

3DiVi grants you a non-exclusive, non-transferable license: (a) to install and execute the executable form of the Face SDK Software.

2. *Copies of Face SDK Products*. You may install the Face SDK Software on a primary computer or operating system, but only for use by a single person. You may make a single copy of the Face SDK Software solely for backup or archival purposes. For the sake of clarity, you may only use one installation at any given time.

3. *Third Party Software*. The Face SDK Software incorporates or is bundled with Third Party Software governed by separate terms, including open source licenses. Such Third Party Software terms are identified in the LICENSE.TXT file bundled with the Face SDK Software and incorporated into this Agreement by reference. You agree that you have reviewed and accepted those terms and that your use of the Face SDK Software will be deemed acceptance thereof.

2. Restrictions.

1. *Face SDK Software Tier Restrictions*. You acknowledge and agree that as an express condition to the rights granted under Section 1, you are not permitted to combine or integrate in any manner any of Your Project Content developed with one tier of the Face SDK Software (e.g., Face SDK Development) with any of Your Project Content developed simultaneously with another tier (e.g., Face SDK Commercial).

2. *Educational Product Restrictions*. If you are using an educational version of the Face SDK Software, your right to use the Face SDK Software and distribute the runtime portion of the Face SDK Software in Your Project Content is limited to educational, non-commercial purposes.

3. *Embedded Software Restriction*. You may not directly or indirectly distribute Your Project Content installed on more than 1,000 electronic devices or systems without a separate license from 3DiVi.

4. *General Restrictions*. Except as expressly specified in this Agreement, you may not: (a) copy (except in the course of loading or installing) or modify or create derivative works of the Face SDK Software; (b) distribute, transfer, sublicense, lease, lend, rent or otherwise provide access to the Face SDK Software to any third party; (c) directly or indirectly make the functionality of the Face SDK Software available to multiple users or third parties through any means, including but not limited to by uploading the Face SDK Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other technology or service; (d) use the Face SDK Software for competitive analysis or to develop a competing product or service; or (e) do anything that could cause or result in the Face SDK Software (including the runtime portion thereof) being subject to any open source license (or similar license) that requires as a condition of use, modification or distribution that the Face SDK Software (including the runtime portion thereof) or other software combined or distributed with the Face SDK Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. You acknowledge and agree that portions of the Face SDK Software, including but not limited to the source code and the specific design and structure of individual modules or programs, are confidential and constitute or contain trade secrets of 3DiVi and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Face SDK Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by this Agreement or by law notwithstanding this prohibition.

3. Consent to Data Collection; Privacy Policy Obligations.

You acknowledge and accept [3DiVi's privacy policy](#). You agree that the Face SDK Software may send data to 3DiVi to: (a) check for Face SDK Software updates; (b) provide aggregated usage statistics of your use of the Face SDK Software and the use of Your Project Content by end users; (c) provide optional Developer Services; and (d) validate units in order to prevent unauthorized use. You acknowledge and agree that 3DiVi may deliver messages and contact you about the Face SDK Software and other 3DiVi product and service offerings.

4. Support.

You may access the online forums through the Site. You may also email support.facesdk@3divi.com for assistance. Technical support may be offered by 3DiVi at its sole discretion as described on the 3DiVi website. You acknowledge and agree that 3DiVi has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Face SDK Software.

5. Term.

Face SDK Commercial license can be permanent or time limited (subscription).

Subscription for Face SDK Commercial will remain in effect for the initial subscription period (which has a minimum commitment of 12 months), and thereafter will automatically renew on a month-to-month basis at the then-current list price, unless you renew the subscription for a new subscription term or terminate and cancel it as described on the Site. For clarity, subscription for Face SDK Commercial are not cancelable during the applicable subscription term and are non-refundable. Upon termination, you must at 3DiVi's option either promptly delete and destroy or return to 3DiVi all copies of the Face SDK Software in your possession or control; however, if you have subscribed to use Face SDK Software for the prior twenty-four (24)

consecutive months, you may continue to use the then-current version of the Face SDK Software after the subscription term.

6. Export Law.

You agree to comply fully with all export laws and regulations to ensure that neither the Face SDK Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

7. Definitions.

1. "Commercial Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, excluding any government, non-profit, educational or academic institution.
2. "Legal Entity" means any Commercial Entity, Non-Commercial Entity or Sole Proprietor.
3. "Non-Commercial Entity" means any government, non-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.
4. "Sole Proprietor" means any Commercial Entity that is owned or controlled by a single individual, with no other partners or employees.
5. "Third Party Software" means software developed by third parties that is furnished with or as part of the Face SDK Software.
6. "Face SDK Trial" means Face SDK Trial Edition, the version of the Face SDK Software that is available for evaluation purposes.
7. "Face SDK Commercial" means Face SDK Standard Edition, the full commercial version of the Face SDK Software.

8. "Face SDK Software" means all versions and updates of all the Face SDK software products, and other products identified on 3DiVi's website.

9. "Your Project Content" means applications, software or other content that you develop with the 3DiVi Software.