

TERMS AND CONDITIONS

Genius Scan SDK License

Updated on November 28, 2019

THE GRIZZLY LABS, a French “société par actions simplifiée” registered at the Trade and Companies Register of Paris under n° 528 961 113, with head office located at 5 Villa Lantiez, 75017 Paris, France.

By placing an order, the Licensee implies the irrevocable acceptance of these Terms and Conditions, which the Licensee expressly acknowledged prior to the signature of the Order Form. The person placing the order warrants that it has the legal power and authority to bind the Licensee to these Terms and Conditions.

Article 1. Definitions

Each of the terms hereafter defined should be understood as follows:

- Licensor: THE GRIZZLY LABS.
- Licensee: You and the Organization you are binding to this Agreement.
- The Parties: Licensor and the Licensee, altogether.
- Software: GENIUS SCAN SDK software, whose main features are (1) frame detection, (2) perspective correction, (3) photo processing, and 4) PDF generation.
- Order form: the order form provided by Licensor and accepted by Licensee.
- Agreement: the entire agreement between the Parties with respect to the subject matter including the Order form and these Terms and Conditions, to the exclusion of any other communication or agreement, both oral and written, including prior to or after the execution of the present document.
- Applications: the Android and/or iOS mobile applications specified in the Order Form.
- Keys: the license keys that allows to use the Software until the end of the Agreement.

Article 2. Scope

These Terms and Conditions defines the non-exclusive economic exploitation rights granted by Licensor in connection with the Software, for use exclusively within the Licensee’s Application.

Article 3. Intellectual property rights

Licensor grants Licensee the hereafter defined non-exclusive economic exploitation rights in connection with the Software:

- Permanent reproduction of the Software, by any means and in any form, in whole or in part, within the Licensee’s Applications exclusively;
- Translation, adaptation, arrangement or any other alteration of the Software and the reproduction of the results thereof;

- Placing on the market for consideration or gratuitously of the Software by any process, within the Licensee's Applications exclusively.

The rights granted to Licensee under these Terms and Conditions will be effective upon complete payment of the plan selected in accordance with the terms set forth in Article 5 of the present Agreement.

Irrespective of the aforementioned granted rights, Licensee undertakes not to directly or indirectly infringe on any intellectual property held by Licensor.

Article 4. Delivery

Licensor delivers the Keys by email on the delivery date specified in the Order Form and at least thirty (30) days before each anniversary date of the first delivery.

Article 5. Financial conditions

Licensee undertakes to pay by wire transfer to Licensor the license fees specified in the Order Form for the initial delivery of the license Keys and to pay for the renewal fees that will be due after the first period.

Article 6. Duration

The present Agreement shall commence on the day of signature of the Order Form by Licensee. Licensor grants Licensee the present non-exclusive license for the entire duration of the Software's legal protection.

Therefore, during the entire duration of the present Agreement, Licensor can freely exploit the Software.

Article 7. Territory

The present Agreement has a worldwide scope.

Article 8. Peaceful enjoyment

Licensor grants Licensee peaceful enjoyment of the Software. In this capacity, Licensor undertakes to defend Licensee, at its own expense, against any claim brought by a third party alleging that the Software infringes intellectual property rights.

Licensee's obligations under the present Article are subject to the following requirements :

- The alleged infringement was not caused by Licensee or one of its customers, employees, suppliers, agents, affiliates or consultants, notably from the partial or total non-performance of one of the present Agreement's provisions;
- Licensee must inform Licensor, with written notice, within seven (7) business days from learning of the claim in accordance with the requirements established in Article 17;
- Licensee must expressly provide Licensor sole authority to defend or settle the claim;
- Licensee must provide any necessary assistance to Licensor to defend itself against the claim;
- The claim must not arise from acts unauthorized under the present Agreement, or from misconduct generated by a user or a third party acting on behalf of Licensee.

Article 9. Liability and warranty

Licensee acknowledges having received from Licensor all information related to the Software and its features, including its compatibility with mobile devices and operating systems.

Licensor warrants that all operations are performed locally by the Software and that no data collected through the Software is transmitted to the Licensor or to third parties.

Licensee acknowledges that the current situation as regards to scientific and technical knowhow at the time of the Software's distribution does not enable all possible uses to be tested and verified, nor for the presence of any or all faults to be detected.

In particular, Licensor does not warrant that the Software is free from any or all error, that it shall operate continuously, that it shall be compatible with Licensee's own equipment and its software configuration, nor that it meets Licensee's requirements.

Licensee shall be liable for verifying, by any or all means, the Software's suitability for its requirements, its due and proper functioning, and for ensuring that it shall not cause damage to either persons or property.

Moreover, Licensee is liable for the Software's exploitation and the data processed. It shall assume, vis-à-vis users, sole and full liability with respect to the Software's exploitation.

Under no circumstances shall Licensor be liable for any consequential, indirect or incidental damages or loss of profits, whether foreseeable or not, based on claims originating from Licensee or its clients (including without limitation, claims for loss of data, revenues, profits, savings, business, goodwill, chance, interruption in use or availability of data), even if it has been informed in advance of the possibility of such loss or damages.

Article 10. Technical assistance and maintenance

Licensee may ask Licensor for support in the evaluation and set up of the Software by email at sdk@thegrizzlylabs.com. Licensor will do its best to answer on business days in the shortest possible time.

Under no circumstances shall the present Agreement oblige Licensor to provide technical assistance or maintenance services for the Software.

Licensor is however entitled to offer this type of services, whose terms and conditions shall be set forth in a separate instrument.

Article 11. New features

Any request for the addition and/or modification of the Software's features will have to be the object of a separate instrument, whose execution as well as terms and conditions will be left to Licensor's entire discretion.

Article 12. Publicity and branding

The Parties can publicize their partnership on their respective blogs and websites, as well as in the press, after the signature of the Order form.

Any use of the "GENIUS SCAN" or "THE GRIZZLY LABS" name and/or logo in conjunction with Licensee's Applications or website shall be less prominent than the name, logo and/or trademark that primarily describes Licensee's Applications or website. Licensee's use of said name and/or logo shall not imply any endorsement of Licensee's Applications or website by Licensor.

Article 13. Confidentiality

Each party agrees not to disclose any confidential information to which they could have access under the present Agreement.

Are considered to be confidential:

- The Software;
- The license Keys;
- Any information disclosed by one party to the other pursuant to the present Agreement, irrespective of the medium used for such disclosure (paper, drawings, storage media) or the form of disclosure (written, verbal etc);
- The terms and conditions of the present Agreement.

Accordingly, the Parties undertake to limit the disclosure of confidential information to third parties affected by the execution of the present Agreement. It being specified that each Party undertakes to make its employees, its suppliers, its agents, its affiliates, its consultants and any intervening third party abide by the utmost confidentiality with respect to all operations carried out pursuant to the present Agreement, through the prior written execution of a non-disclosure undertaking containing the present Article's obligations.

Confidential information shall not include information that was available to the public before its disclosure through no improper action or inaction with respect to the present Agreement.

Moreover, the Parties agree that they may publicize the existence of the present Agreement, but undertake not to disclose its terms and conditions, unless prior written consent of the other party.

Article 14. Assignment and restrictions

The present Agreement is executed intuitu personae between the Parties, and may not be assigned or transferred under any form to a third party without prior written consent of Licensor.

Licensee will not interfere with any license key mechanism in the Software or otherwise circumvent any mechanism intended to limit its use, reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs of the Software, except as permitted by law.

Article 15. Notification

Any notification or formal notice with respect to the present Agreement shall be communicated

- to Licensor by registered letter with acknowledgment of receipt at the above-mentioned addresses or by email at sdk@thegrizzlylabs.com
- and to Licensee by email at the address specified in the Order form

The Licensee is required to notify as soon as possible the Licensor of any change to its contact details (head office and email address).

Article 16. Termination

Should one of the Parties fail to observe its obligations under the present Agreement, the other Party may give notice to the failing party. Should the notice remain unsuccessful, the present Agreement will be deemed terminated as of right within thirty (30) days following receipt of the cease-and-desist letter.

Licensee may terminate the present Agreement on the day of the next due payment by providing notice of that intention to the Licensor at least sixty (60) days before the next due payment.

Licensor may terminate the present Agreement by providing notice of that intention to the Licensor at least thirty (90) days before the next due date of payment.

The termination of the present Agreement shall not relieve the Parties of their obligations regarding confidentiality as stipulated under Article 13.

Article 17. Force majeure

Neither Party will incur any liability to the other party on account of any delay or failure to perform any or all parts of the present Agreement if such delay or failure is caused by one or several events beyond its will or control usually recognized by case law and French courts as an event of force majeure.

In case of force majeure, the affected party must notify the other party within seven (7) business days, and do its best to remedy or limit the event of force majeure's consequences in order to resume its contractual obligations at the earliest possible date.

Article 18. Waiver

No exercise or enforcement by either Party of any right or remedy under the present Agreement will preclude the enforcement, by such party, of any other right or remedy under the Agreement. Such a waiver may only proceed from the express declaration of the concerned Party.

Article 19. Severability

If a competent Court declares any provision of the present Agreement invalid, unlawful or unenforceable, such decision will not affect the validity and the enforceability of the remaining provisions.

Article 21. Governing law

The present Agreement is governed and construed in accordance with French laws, in spite of the fact that Licensee is a foreign entity and that the Agreement will be executed in part or in totality abroad.

Article 22. Litigation

In the event of a dispute arising from the interpretation or the performance of the present Agreement, the Parties undertake to initially seek an amicable solution. If such a solution cannot be reached, the dispute will be exclusively subject to the relevant courts under the jurisdiction of the Court of Appeal of Paris.