

IMPORTANT!

IF YOU AS A STAYNTOUCH USER HAVE ELECTED TO USE ITS ID SCANNING AND VERIFICATION SERVICES THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS WILL APPLY.

READ CAREFULLY THIS EULA. BY ACTIVATING OR OTHERWISE USING ACUANT INC.'S SaaS SERVICE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR ACCESS THE SaaS SERVICE.

Acuant, Inc., a Delaware corporation (“**Acuant**” or “**Licensor**”), and you (“**You**” or “**Licensee**”) agree as follows:

1. Licensor hereby grants You a non-transferable, non-exclusive, terminable, world-wide right to use, Acuant’s proprietary interface consisting of a series of commands that will enable StayNTouch’s application to connect to Licensor’s SaaS Service for processing and the return of data via the Internet or to a device via the same proprietary interface (the “**Application Program Interface**” or “**API**”).
2. You agree that at all times during your use of a self-hosted SaaS Service, to implement a dedicated connection to Licensor’s cloud according to the specifications that Licensor will provide.
3. You agree (i) to prevent unauthorized access to, or use of, the SaaS Service and shall notify Licensor or StayNTouch as soon as possible if You become aware of any unauthorized access or use; and (ii) only use the SaaS Service for lawful purposes and not to violate any law of any country or the intellectual property rights of any third party.
4. You agree not to, and shall not permit any third party to (i) make available in any way for the use or benefit of any unauthorized party, the API, related materials or other proprietary information received from Licensor or StayNTouch, in whole or in part, unless Licensor so consents in writing; (ii) reverse engineer, decompile or disassemble from or derive any source code the SaaS Service or any components thereof except as permitted by law; (iii) remove, deface, obscure, or alter Licensor's or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or provided as part of the SaaS Service; (iv) modify, incorporate into or use the API with other software, or create a derivative work thereof; (v) use any robot, spider, scraper, or other automated means to access the SaaS Service for any purpose without Licensor's written consent; (vi) attempt to access the SaaS Service via the Internet or from more than a single device; and/or (vii) use or display logos differing from Licensor’s own logos without Licensor’s prior written approval.

Any violation by You of the provisions of this Section 3 shall constitute a material breach of this Agreement and shall immediately entitle Licensor to terminate this EULA and the license granted herein and to exercise any remedy available at law or in equity.

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7. The API is provided "AS IS". Licensor does not assume any responsibility or liability in respect of adverse effects, if any, due to any modification or adaptation made by StayNTouch or any other third party in the API without Licensor's prior written consent. Licensor does not represent or warrant that Your use of the SaaS Service will be uninterrupted or error free.
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10. The API and the accompanying written materials are protected by U.S. Copyright laws. Unauthorized copying of the API is expressly forbidden. You agree that You will not, without Licensor's prior written consent, publish, communicate or disclose to any third party any part of the API in any way.
11. This EULA shall remain in effect for the entire term of your access and use of the SaaS Service unless terminated by Licensor at which time Your use of the SaaS Service shall terminate.
12. This Agreement and any licenses granted hereunder may be terminated by Licensor upon written notice if You fail to comply with any of the terms and conditions of this EULA.
13. You acknowledge that the API is confidential and proprietary information and contains trade secrets of Licensor or its licensors developed at substantial expense to the developing party. You agree to treat the API and all documentation related to the SaaS Service with a reasonable degree of care and protection. You will remain obligated, both during the term of this EULA and thereafter, to hold in confidence any knowledge of the SaaS Service as a trade secret for the benefit of Licensor and its licensors.