

Terms for using Microblink's IP assets (trademarks, service marks, industrial designs, trade names and copyrighted works)

("hereinafter: Terms")

Latest update: May 2023

Microblink's trademarks, service marks, industrial designs, trade names and copyrighted works, registered or unregistered (hereinafter jointly: "IP assets"), are of extreme value to Microblink as they represent important elements of Microblink's corporate and brand identity.

The aim of these Terms is to provide an overview of rules and instructions on the permitted use of IP assets for Microblink's (sub)licensees, vendors, resellers, event organizers and other partners or parties intending to use said intellectual property, be it for the purpose of providing information, promotion, advertising, mere reference or otherwise, either in physical or digital form.

For the avoidance of doubt, these Terms are incorporated into and are deemed as a supplement to any agreements entered into with Microblink and as such are contractually and legally binding. Without prejudice to the aforementioned and even if no agreement is in place between you and Microblink, these Terms shall be binding on you when you use the IP assets in any way or form. Therefore, should you not agree with any of the provisions of these Terms, please do not use the IP assets.

These Terms may be modified from time to time at Microblink's discretion. Please review these Terms regularly to ensure that you are aware of any changes thereto by referring to the "Latest update" legend at the top of this webpage. By continuing to use the IP assets following the publication of the modification, you accept any such change or modification.

1. Scope of these Terms

Please note that these Terms encompass the use of IP assets of Microblink LLC and its affiliated companies, which are hereinafter jointly referred to as "Microblink".

These Terms cover Microblink's trademarks, service marks, industrial designs, trade names and copyrighted works, whether registered or unregistered. These Terms do not cover copyrights over Microblink software or any other intellectual property rights over Microblink technology, which is regulated through special agreements and/or terms executed between the relevant parties.

In case of any questions regarding these Terms or any use of Microblink IP assets, including software licensing, please reach out to Microblink's Legal department at legal@microblink.com.

2. Ownership of the IP assets

By using the IP assets, in whole or in part, you acknowledge that Microblink is the sole owner thereof, and undertake not to interfere with the enjoyment of Microblink's rights over IP assets, including, but not limited to, challenging the lawfulness of Microblink's use, applications or registrations of IP assets, either standalone or jointly with other elements.

You agree not to apply for or register any of Microblink's IP assets or confusingly similar alterations thereof, nor any other recognizable Microblink symbols, logos, icons, etc. as or as part of a trademark, industrial design, trade dress, copyrighted work, company name, trade name, product name, service name or domain. Furthermore, you undertake not to imitate the distinctive Microblink logo, website design, typeface or any recognizable element clearly connected to Microblink.

3. Use of the IP assets

3.1. Consent for the use of the IP assets

Any use of IP assets without Microblink's specific prior consent is deemed unlawful. Microblink reserves the right to object to your use of the IP assets without the appropriate consent even if you include a disclaimer in your product, printed or digital material stating that said product or material was developed or published independently or that the use was not authorized or approved by Microblink.

Microblink may revoke the consent to use IP assets at any time at its own discretion, particularly if such use is contrary to these Terms, Terms of Use, Microblink's internal policies or if the IP assets are used in a derogatory manner. If the consent is revoked, you shall

immediately take all steps necessary to cease the use of IP assets, delete, eliminate, and destroy at your own expense all materials and content bearing the IP assets and provide Microblink with written confirmation of deletion, elimination and destruction within 10 days as of the consent revocation.

3.2. License to use IP assets

If the appropriate consent is provided, Microblink thereby grants you a limited, revocable, non-exclusive, non-transferable, royalty-free (unless agreed otherwise), non-sublicensable (unless agreed otherwise) license to use relevant IP assets subject to these Terms and a special agreement executed between you and Microblink (if applicable).

3.3. Misuse of IP assets

By using IP assets, you agree not to misuse the IP assets in any way, particularly if such misuse resulted in or could result in harm to the IP assets, Microblink brand or Microblink's reputation.

Examples of misuse of IP assets are:

- use that represents or results in a defamatory, inaccurate, obsolete, abusive, obscene, profane, offensive, sexually-oriented, threatening, harassing, racially offensive use,
- use that, at Microblink's discretion, discredits Microblink or tarnishes its reputation and goodwill,
- use that infringes, dilutes, depreciates the value, or impairs intellectual property rights contained in the IP assets,
- false or misleading use,
- use that violates any law, regulations, or other public policy,
- use of trademarks owned by Microblink as nouns or verbs (e.g., you sublicense a "PhotoPay license" and not "PhotoPay"),
- use of trademarks owned by Microblink in a possessive form (e.g., "BlinkID's"),
- use of abbreviated forms of trademarks or terms connected to Microblink (e.g., "MB products"),
- misspelling and capitalization of terms connected to Microblink (e.g., "MicroBlink", "Micro Blink" or "Mikroblink" instead of "Microblink", "BlinkId" instead of "BlinkID" etc.).

3.4. Violations of Microblink's rights by you or third persons

Please note that Microblink is dedicated to ensuring maximum protection of IP assets with all legal means available, including litigation for any infringements of intellectual property, unfair trade or unfair competition, as available under the applicable laws.

Please notify Microblink in writing immediately upon discovery of any unlawful applications or registrations of IP assets by third persons, as well as any unauthorized use of IP assets. By using the IP assets, you undertake to reasonably cooperate with Microblink to cease any infringement of IP assets by third persons and to prevent any further unlawful use thereof.

4. Warranty, indemnification and limitation of liability

4.1. Warranty

MICROBLINK WARRANTS THAT ALL REGISTRATIONS OF IP ASSETS CONFORM WITH THE APPLICABLE LAWS AND THAT MICROBLINK IS THE SOLE OWNER THEREOF. UNLESS OTHERWISE EXPLICITLY DETERMINED HEREIN, MICROBLINK DISCLAIMS ANY AND ALL WARRANTIES THAT MAY BE EXPRESSED, IMPLIED OR STATUTORY WITH RESPECT TO IP ASSETS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS WITH REGARD TO YOUR USE OF IP ASSETS.

4.2. Limitation of liability

UNLESS EXPLICITLY AGREED OTHERWISE BETWEEN YOU AND MICROBLINK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROBLINK AND MICROBLINK'S REPRESENTATIVES, OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF IP ASSETS. WITHOUT LIMITATION TO THE FOREGOING, YOU AGREE THAT MICROBLINK'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM THESE TERMS SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES, IF ANY, PAID TO MICROBLINK FOR THE USE OF IP ASSETS, AND IN ANY CASE, SHALL NOT EXCEED 1000 USD.

IN SOME JURISDICTIONS, THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH CASES, THE ABOVE LIMITATION OR EXCLUSION SHALL NOT APPLY TO YOU AND MICROBLINK'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

4.3. Indemnification

Unless agreed otherwise in writing, you agree to defend, indemnify and hold Microblink (and its subsidiaries, affiliates, partners, officers, directors, employees and agents) harmless from and against any third person's claims, demands, expenses (including attorneys' fees), losses or requests for damages resulting from or arising out of your breach of these Terms, or your violation of any applicable laws or third party's rights with regard to the IP assets. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

5. Lawful use of the IP assets for particular activities

Products and applications of Microblink's (sub)licensees and partners and the corresponding product documentation

All Microblink (sub)licensees, vendors, resellers and other partners (individually referred to as "partner", jointly as "partners") must use IP assets only in a manner consistent with these Terms and, as applicable, any relevant provisions of the appropriate agreement executed between the relevant parties.

Unless agreed otherwise in writing, partners shall use their best efforts not to misconceive the relevant public that the partner's solution was created or developed exclusively by Microblink. In that regard, the following must be followed:

- There should be a clear distinction between the partner's and Microblink's solution;
- IP assets must not appear any more prominent than the partner's solution name or logo;
- In case of an equal partnership (e.g. in a solution embedding Microblink's and partner's software), IP assets must not appear any less prominent than the partner's solution name or logo.

Conferences, seminars and other events

The use of IP assets during conferences, seminars and other events entails e.g. placement on banners, advertising material (either in print or digital), introductory presentations to announce Microblink's sponsorship or other support, etc. Such use requires appropriate consent by Microblink, which may be encompassed in an appropriate agreement between Microblink and the event organizer or another person authorized by the event organizer, or in addition to the mentioned agreement in writing.

Unless otherwise agreed, the event organizer shall use best efforts to ensure that the relevant public attending the conference, seminar and other events is not in any way led into the misconception that the seminar was partially or fully organized by Microblink, including, but not limited to, by displaying IP assets more prominently than all other logos or names, including the logo or name of the event's organizer or the event itself. The event organizer shall clearly distinguish any sponsorship relationships with Microblink (e.g. by listing Microblink as one of the sponsors on a sponsors list or by using the term "Sponsored by Microblink").

For any material distributed during the events for promotional, informational or other purposes, please see the following paragraph.

Advertising, promotional, informational and sales materials

IP assets may only be used in advertising, promotional, informational and sales materials, digital or physical, based on Microblink's prior consent contained in an appropriate agreement executed between the relevant parties or otherwise in writing. All use of the IP assets must be in accordance with the provisions of the mentioned agreement (as applicable) and these Terms.

Microblink reserves the right to request the submission of finalized advertising, promotional, and sales materials for review. Any reference to Microblink or IP assets must not confuse or misguide the relevant public in any way, including by reasonably leading them into believing that the advertising, promotional or sales materials came directly from Microblink, unless approved by Microblink in writing.

If the IP assets are published as an element of printed material for the purpose of advertising Microblink's sponsorship, such a publication should clearly stress the sponsorship relationship (e.g. by including the wording "Sponsored by Microblink").

No merchandise, such as beverages, T-shirts, mugs, lanyards etc. featuring IP assets may be manufactured, sold, gifted or distributed in any way, without Microblink's specific consent, a request for which should encompass a finalized merchandise visual design or its mockup.

6. Supersedence

These Terms and any applicable additional guidelines included herein by reference, contain the entire understanding between you and Microblink and supersede all prior understandings of the parties hereto relating to the subject matter hereof, with the exception of specific terms of particular agreements concluded between you and Microblink, in which case the terms of that agreement will precede these Terms.

Moreover, to the greatest extent provided by law, the relevant provisions of these Terms and any agreements between you and Microblink supersede any right to use or refer to the IP assets provided by law (whether as a "fair use", "fair dealing", the exception to the exclusivity of an IP right or otherwise) and YOU HEREBY EXPRESSLY AND IRREVOCABLY WAIVE ANY AND ALL SUCH RIGHTS.

7. Waiver and severability

Microblink's failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held invalid or unenforceable by the competent court or tribunal for any reason, the remaining provisions of these Terms will remain in full force and effect.

8. Governing law and resolution of disputes

You agree that the laws applicable to the registrations of the IP assets or the owner of the IP assets shall apply, unless otherwise established by the appropriate agreement between you and Microblink based on which the IP assets are used, without regard to or application of its conflict of law provisions.

9. Assignment

You may not assign or delegate any rights or obligations under these Terms without Microblink's prior written consent, and any such unauthorized assignment and delegation shall be ineffective.