

License Grant Citizen Identity Orchestration solution Standard Software License Terms

For use with a CIO Software License Certificate

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IMPORTANT

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10.3 The Licensee shall promptly notify the Licensor of any material unauthorized use, disclosure or compromise affecting the Licensed Software or license credentials and shall reasonably cooperate in mitigation.

10.4 Confidentiality obligations are subject to applicable law and any disclosure obligations binding on the Licensee, provided that legally permitted advance notice is given to the Licensor.

11. Compliance Verification

11.1 Upon reasonable written request, not more than once in any twelve-month period, the Licensee shall provide a written certification by an authorized representative confirming that its use of the Licensed Software materially complies with the Certificate and these Terms.

11.2 No access to the Licensee's systems, facilities or confidential records is required under these Terms unless separately agreed in writing or required under the Commercial Agreement.

11.3 If a material licensing non-compliance is identified, the parties shall cooperate in good faith to correct it promptly.

12. Limited Warranty

12.1 The Licensor warrants that it has the authority to grant the license described in the Certificate.

12.2 Unless the Commercial Agreement provides a different warranty, for ninety (90) days from the Effective Date the Licensed Software will materially conform to the applicable Documentation when used in a supported environment and in accordance with these Terms.

12.3 The Licensee's exclusive remedy for breach of Clause 12.2 is for the Licensor, at its option, to use commercially reasonable efforts to correct the non-conformity, provide a replacement, or terminate the affected license and refund any separately identifiable license fee paid for it.

12.4 The warranty does not apply to issues caused by unauthorized modification, misuse, unsupported infrastructure, third-party products, failure to follow the Documentation, or circumstances outside the Licensor's reasonable control.

12.5 Except as expressly stated in these Terms or the Commercial Agreement, the Licensed Software is provided "as is" to the maximum extent permitted by law, and all implied warranties are excluded.

13. Liability

13.1 Any liability limits, exclusions and remedies in the Commercial Agreement apply to the Licensed Software and prevail over this Clause.

13.2 If no Commercial Agreement applies, neither party shall be liable for indirect, incidental, special, punitive or consequential loss, or for loss of profit, revenue, business, goodwill or data, arising from these Terms.

13.3 If no Commercial Agreement applies, the Licensor's aggregate liability arising from the Licensed Software or these Terms shall not exceed the license fees paid for the affected Licensed Software.

13.4 Nothing in these Terms excludes liability that cannot lawfully be excluded or limited, including liability for fraud or wilful misconduct.

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14.1 The License Term begins on the Effective Date and continues for the period stated in the Certificate or Commercial Agreement.

14.2 A replacement license certificate may expand, renew or replace an earlier license. From the effective date of the replacement certificate, the earlier certificate ceases to authorize further use to the extent replaced.

14.3 Either party may terminate the license for a material breach that remains uncured thirty (30) days after written notice. The Licensor may terminate immediately for deliberate infringement, unauthorized distribution, circumvention of license controls or unlawful use.

14.4 Upon expiration or termination, the Licensee shall cease use and delete or return the affected Licensed Software and Documentation, except to the extent continued use is authorized under a replacement license or required by law for archival purposes.

14.5 At the Licensor's reasonable request, the Licensee shall certify completion of the actions required by Clause 14.4.

14.6 Clauses concerning ownership, confidentiality, accrued rights, liability, governing law and any provision intended by its nature to survive shall continue after expiration or termination.

15. Compliance with Laws and Export Controls

Each party shall comply with the laws applicable to its performance under these Terms. The Licensee shall not export, re-export, transfer or use the Licensed Software in violation of applicable export-control, sanctions or import laws and shall obtain any required authorizations.

16. General

16.1 Order of precedence. In the event of inconsistency, the following order applies: (a) the Commercial Agreement; (b) the Certificate; (c) these Terms; and (d) the Documentation.

16.2 Assignment. The Licensee may not assign or transfer the license except with the Licensor's prior written consent or as expressly permitted by the Commercial Agreement. The Licensor may assign these Terms together with the relevant business or intellectual-property rights.

16.3 Notices. Formal notices shall be given in the manner specified in the Commercial Agreement or, if none, by a traceable written communication to the registered address of the receiving party.

16.4 Severability. If a provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall continue in effect.

16.5 Waiver. A failure or delay in exercising a right is not a waiver of that right.

16.6 Entire agreement. The Certificate, these Terms and any applicable Commercial Agreement constitute the complete agreement concerning the licensed use of the Licensed Software and supersede prior statements on that subject.

16.7 Governing law. The governing law and dispute-resolution provisions of the Commercial Agreement apply. If no Commercial Agreement applies, these Terms are governed by the laws of the Oriental Republic of Uruguay, and the courts of Montevideo shall have exclusive jurisdiction.

16.8 Electronic acceptance. These Terms and the Certificate may be accepted and executed electronically and in counterparts.