

SDK License Agreement - Terms and Conditions

1. Background

Bedfont Scientific Ltd. ("Licensor") develops, manufactures, and sells medical devices and software, including Software Developer Kits (SDKs).

By requesting access to the SDK through this website, you ("Licensee") agree to comply with the terms and conditions outlined below. If you do not agree with these terms, please do not proceed with your request.

2. Definitions

- **Licensor:** Bedfont Scientific Ltd. or its affiliates providing the SDK.
- **Licensee:** The individual or entity requesting a license to use the SDK.
- **Distributor:** An authorised distributor of Bedfont Scientific Ltd. products who may provide the SDK.
- **SDK:** A set of tools, libraries, documentation, and resources developed by Bedfont for creating applications compatible with Bedfont products.
- **Products:** Any hardware or software developed or sold by Bedfont Scientific Ltd.
- **BETA SDK:** An unfinished version of the SDK provided for testing purposes.
- **Intellectual Property Rights:** All patents, copyrights, trademarks, and other intellectual property rights associated with the SDK.
- **Force Majeure Event:** An event outside of a party's control that affects its ability to perform under this agreement.

3. Grant of License

3.1. The Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to use the SDK solely for developing software applications that integrate with Bedfont products.

3.2. The Licensee agrees to use the SDK only for lawful purposes and in accordance with the terms outlined in this agreement.

4. Intellectual Property

4.1. The SDK and all associated intellectual property rights are the exclusive property of the Licensor. The Licensee shall not claim any ownership rights over the SDK.

4.2. The Licensee agrees not to use, reproduce, or distribute any of the Licensor's trademarks or copyrighted materials without express permission.

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5. Restrictions on Use

The Licensee agrees not to:

- Reverse engineer, decompile, or disassemble the SDK.
- Modify or create derivative works based on the SDK.
- Sublicense, distribute, or transfer the SDK to any third party.
- Use the SDK to harm Bedfont, its distributors, or third-party users.

6. Fees and Payment

6.1. Fees for the SDK license must be paid in accordance with the payment terms specified at the time of the order.

6.2. The Licensee agrees to pay all fees within 30 days of the invoice date.

6.3. The Licensee acknowledges that the Licensor's standard terms and conditions of sale apply.

7. Support and Maintenance

7.1. The Licensor or Distributor may provide support for the SDK at its discretion, subject to additional terms and fee.

7.2. BETA versions of the SDK may change or may not be released commercially.

8. Warranty Disclaimer

8.1. The SDK is provided "AS IS" without any warranties. The Licensor disclaims all implied warranties, including fitness for a particular purpose.

9. Limitation of Liability

9.1. The Licensor and Distributor shall not be liable for indirect, incidental, or consequential damages arising from the use of the SDK.

9.2. The Licensee agrees to use the SDK as intended and at their own risk if used otherwise.

10. Termination

10.1. Either party may terminate this agreement with written notice if the other party breaches the terms.

10.2. Upon termination, the Licensee must cease using the SDK and destroy all copies.

11. Force Majeure

11.1. Neither party shall be liable for delays or failure to perform due to events outside their reasonable control, such as natural disasters, acts of war, or government regulations.

12. Confidentiality

12.1. Both parties agree to keep confidential any proprietary information received in connection with the SDK.

13. Governing Law

13.1. This agreement shall be governed by and construed in accordance with the laws of England and Wales.

14. Entire Agreement

14.1. This agreement represents the entire understanding between the parties regarding the SDK license and supersedes all prior communications.

By proceeding with the request for the SDK, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

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