



## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter “SLA”) sets forth the terms and conditions under which IDENTEC SOLUTIONS AG, including any and all of its subsidiaries unless explicitly agreed otherwise (hereinafter “IDENTEC”), will license Software for use by its customers or end users (hereinafter the “Customer”). IDENTEC and Customer are hereinafter collectively referred to as “Parties” and individually as “Party”. Customer’s general terms and conditions or any other general terms and conditions regarding Software, if included in its acceptance offer or offer to IDENTEC, shall not be applicable, even if they were not rejected explicitly in any individual case by IDENTEC. The delivery of any Goods or the rendering of any service by IDENTEC shall not imply the acceptance of any conflicting provision, in particular Customer’s general terms and conditions or any other general terms and conditions regarding Software.

### 1. DEFINITIONS.

Defined terms and acronyms with capital letters shall have the meaning defined below. For the avoidance of doubt, the terms and acronyms shall apply only to this SLA and to no other agreement between the Parties, unless expressly agreed otherwise in this SLA:

“**Build**” means a revision of the Software that includes a change in the code from the previous build. Generally, a new build is indicated by increasing the build number by 1 (along with or without an alphanumeric string denoting the build type) to the Software version previously released, for example: (i) from V1.5.0 b9 to V1.6.b10 RC, or (ii) from V2.0.0 b12 to V2.0.0 b13. The build number will never reset to 0, thus making it a unique identifier for any version of the Software. Different types of build can be: (i) RC (Release Candidate); (ii) a (Alpha version); or (iii) b (Beta version). The string defining the build type can change and it is optional. For example, V1.5 Build 9 RC can become V1.5 Build 9 if the Software release testing is successful and the Software version is actually released. A new Build number is created every time the Software installers are compiled.

“**Confidential Information**” as used in this SLA means and includes Software and Software Specifications, Third-Party Software, Documentation, and any information regarding either Party’s business, operations or activities. Both Parties understand that the Software and Documentation comprise Confidential Information and know-how that are the exclusive property of IDENTEC.

“**Customizations**” means Customer-specific Software development, including changes to the base code as well as interfaces.

“**Documentation**” means any operator and user manuals, training materials, and other materials provided by IDENTEC for use with the Software.

“**Effective Date**” means the date when this SLA becomes effective. This SLA shall become effective upon Customer’s acceptance of this SLA, or installation of the Software on a Customer server, or usage of the Hardware, Documentation and/or any other goods supplied by IDENTEC to Customer, whatever occurs first.

“**Error**” means any failure of the Software to substantially conform to the Documentation.

“**Firmware**” means the software programs that run on non-server based hardware.

“**Functional Specifications**” means the Detailed Functional Specification (“DFS”) developed for Customer in which the process flows, interfaces and hardware requirements are defined. Acceptance of the DFS defines the scope of the Customizations.

“**General Terms and Conditions**” means the terms and conditions under which IDENTEC is willing to sell Goods and/or provides services to its customers. IDENTEC’s *General Terms and Conditions* can be found under IDENTEC’s website <https://www.identecsolutions.com/resources>. IDENTEC reserves the right to change the *General Terms and Conditions* from time to time.

“**Goods**” means any and all goods (for example Hardware) and any logical follow-on from IDENTEC available for purchase by Customer.

“**Hardware**” means the hardware, equipment and other Goods to be purchased by Customer from IDENTEC under a purchase agreement.

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**License Fee**” means the license fee for the Software as set forth in either IDENTEC’s proposal or the written purchase agreement between the Parties and shall not include any Major Version and Minor Version. The License Fee does not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If IDENTEC is required to pay any such amounts, Customer shall reimburse IDENTEC in full.

“**Major Version**” means a revision of the Software that includes new significant features or significant changes to the already existing features on a lower Major Version of the Software. IDENTEC shall determine, in its sole discretion, what does constitute a significant change or a significant new feature. Any Major Version shall be provided at the sole discretion of IDENTEC for a fee, unless Customer has signed a SMA with IDENTEC (valid at the time the Major Version is released). A Major Version is generally indicated by increasing the first number of the Software version number before the first decimal point (along with or without an alphanumeric string denoting the release type) by at least one full digit compared to the previous Software version, for example: (i) from V1.9.7 to V2.0.0, or (ii) from V1.5.4 b10 RC to V2.0.0 b11. A Major Version may imply changes in use case processes, potentially reducing backwards compatibility.

“**Minor Version**” means a revision of the Software that includes new minor features or minor changes to the already existing features on the previous minor version of the Software. IDENTEC shall determine, in its sole discretion, what does constitute a minor change or a minor new feature. Any Minor Version shall be provided at the sole discretion of IDENTEC for a fee, unless Customer has signed a SMA with IDENTEC (valid at the time the Minor Version is released). A Minor Version is generally indicated by increasing the number after the first decimal point (along with or without an alphanumeric string denoting the release type and build number) by at least one full digit compared to the Software version previously released, for example: (i) from V2.0.8 to V2.1.0, or (ii) from V1.5.4 b10 RC to V1.6.0 b11. The Minor Version will reset to 0 when the Major Version number changes. A Minor Version should not include any changes in use case processes that would imply any change in backwards compatibility from the previous Minor Version.

“**Open Source Software**” means Software, which may be available without charge for use, modification or distribution and generally but not limited to such software licensed under the GNU General Public License, Lesser General Public License, Apache.

“**Patch**” means a revision of the Software that includes a change in the code from the previous Software version, without any relevant change in functionality. Normally, it is addressed to fix Errors or to enhance the Software performance. A



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patch is generally indicated by increasing the number after the second decimal point (along with or without an alphanumeric string denoting the build type) by at least one full digit compared to the Software version previously released, for example: (i) from V2.0.0 to V2.0.1, or (ii) from V1.5.0 b9 to V1.5.1 b10 RC.

“**Section**” means a section of this SLA.

“**Site**” means the operational location for which the Software is licensed. The number of sites and or users for which Customer is licensed to use the Software may be further specified in any written agreement between the Parties.

“**SMA**” means Support and Maintenance Agreement subject to a separate written agreement between the Parties.

“**Software**” means machine readable object code format of (i) programming software embedded into the Goods (for example Firmware) to enable performance of basic functions (for example operating programs) and/ or (ii) application programs and/or (iii) any Patches and related documentation and specifications and/or (iv) any Major Version, and/or Minor Version and related documentation and/or (v) any Third-Party Software and related documentation and/or Open Source Software and related documentation embedded in the IDENTEC owned Software or otherwise supplied by IDENTEC to Customer. Every licensed Software may be assigned a unique sequence-based software versioning scheme, including any following Software release (e.g. Major Version, Minor Version, and Patches), that may consist of one or more sequences of numbers or letters.

“**Specification**” means the functionality set out in the Documentation.

“**Third-Party Software**” means any third party software program(s) required to run licensed Software under this SLA.

## 2. SOFTWARE LICENSE.

2.1 **Grant.** The Software is licensed, not sold. Subject to the terms and conditions set forth in this SLA and upon full payment of the License Fee, IDENTEC grants to Customer for use by Customer at the Site a non-exclusive, non-transferable, non-perpetual license to use the Software and Documentation supplied by IDENTEC to Customer solely in connection with IDENTEC's *General Terms and Conditions* or similar terms and conditions mutually agreed between the Parties in writing, and only for Customer's internal business purposes and subject to any limitations described in the relevant detailed Functional Specification and/or project plan and/or statement of work, whatever the case may be. Upon full payment of all invoices for all deliverables, Goods, the License Fee and services purchased by Customer, the Software license granted to Customer shall automatically become perpetual. The foregoing shall apply only if Customer fully complies with all the terms and conditions of this SLA.

### 2.2 Scope of Rights. Customer may:

2.2.1 Install, use and execute the Software on the server on which it is initially installed for operational use. Customer may, upon prior written notice to IDENTEC, move the Software to a different server, or, in the event of a disaster, run the Software on a back-up server;

2.2.2 Use and execute the Software only in connection with the Hardware, internal business operations as defined and any third party hardware approved in advance by IDENTEC in writing;

2.2.3 Use the Software only at the specified Site;

2.2.4 Make copies of the Software for backup and archival purposes, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) IDENTEC's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to IDENTEC upon request. All copies that are made by Customer shall be the property of IDENTEC; and

2.2.5 Make copies of the Documentation for Customer's internal use only, provided that IDENTEC' copyright and other proprietary legends are reproduced on each copy.

2.3 **Restrictions.** IDENTEC reserves all rights (such as rights under intellectual property laws) not expressly granted in this SLA. In addition to other restrictions set forth in this SLA, Customer may not:

2.3.1 Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof, except as expressly authorized under this SLA;

2.3.2 Except as expressly permissible under Section 2.2, use the Software for the benefit of third parties in a commercial, retail, service bureau or similar enterprise;

2.3.3 Publish, rent, lease, or lend the Software;

2.3.4 Work around any technical restrictions or limitations in the Software;

2.3.5 Except as permitted pursuant to applicable law not capable of variation by contract, reverse assemble and/or decompile the Software or otherwise examine the Software for purposes of reverse engineering; or

2.3.6 Remove the labels or any proprietary legends from the Software and/or its Documentation.

2.4 **Title.** IDENTEC reserves all rights not expressly granted. Customer understands that the Software license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software, Third-Party Software, Documentation, and all material relating to the Software and Third-Party Software.

2.5 **Right to Audit.** IDENTEC shall have the right, at any time during normal business hours, to audit Customer's use of the Software, Third-Party Software and Documentation, including all material relating to the Software and Third-Party Software, to monitor compliance with this SLA. Notwithstanding the provisions of Section 4 and 11, if an audit reveals that Customer has exceeded the restrictions on use, Customer shall pay for the cost of the audit and any additional Software license fees and support fees charged by IDENTEC for such established usage.

2.6 **Assignment.** The Software license granted hereunder is personal to Customer and may not be assigned by any act of Customer or by operation of law unless in connection with a transfer of all or substantially all of the assets of Customer or with the prior written consent of IDENTEC. Notwithstanding the foregoing, Customer is entitled to assign such Software license to any third party, when transferring ownership of the entity for which the Goods were purchased, under the condition that the SMA, if any, between the Parties is transferred to that new entity.

2.7 **Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third party's license or purchase agreement. All Third-Party Software provided to Customer under this SLA shall be used only in accordance with the applicable license from the third party and only in conjunction with the Software.

2.8 **Ownership of Customizations.** IDENTEC shall own all right, title and interest (including all associated intellectual property rights) in and to any Customizations, Major Version, Minor Version, Patches, improvements, derivations, extensions or other changes to the Software and/or Documentation, including any that result from the joint efforts or collaboration of IDENTEC and Customer. This shall, however, not apply, if the rights of a third party prevent it. In no event, however, shall Customer have any right to make such changes to the Software and/or the Documentation.

2.9 **Services.** The License Fee shall not cover any fee for providing any services, including without limitation, training, support and maintenance, and implementation services. Services to be provided by IDENTEC shall be set forth in a separate written agreement mutually agreed by the Parties (e.g. the SMA).

## 3. SUPPORT.

3.1 For the first ninety (90) days beginning on the Effective Date, and at IDENTEC's own expense, IDENTEC shall provide Customer with

- a) telephone or electronic support during IDENTEC's normal business hours in order to help Customer locate and correct problems with the Software, and
- b) internet-based support system generally available seven days a week, twenty-four hours a day.

3.2 Any support service as mentioned in Section 3.1 shall terminate automatically after the first ninety (90) days period following the Effective Date unless Customer has signed a valid SMA.

## 4. TERM.

This SLA shall begin on the Effective Date, or usage of the Hardware, Software, Documentation and/or any other goods supplied by IDENTEC, whatever occurs first. This SLA shall remain in full force and effect until the purchase agreement between the Parties, in connection with the Software or this SLA, has been terminated.

## 5. TERMINATION FOR BREACH.

5.1 This SLA may be terminated by either Party upon written notice with immediate effect, if the other Party:

5.1.1 is in material or persistent breach of any of its obligations under this SLA and either that breach is incapable of remedy, or that Party has failed to remedy such breach within 20 (twenty) days after receiving written notice requiring it to do so; or

5.1.2 ceases trading, is unable to pay its debts, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or



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has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of its assets, or is subject to any analogous act or proceeding under foreign law to any of those mentioned in this Section 5.1.2, or in each case, if the other Party has reasonable cause to suspect that any of the events in this Section 5.1.2 is likely to happen.

5.2 The Software license granted pursuant to Section 2.1 shall lapse immediately on written notice,

- c) if Customer is in material or persistent breach of any of its obligations under this SLA and either that breach is incapable of remedy, or that Customer has failed to remedy such breach within 20 (twenty) days after receiving written notice requiring it to do so; or
- d) if the purchase agreement between the Parties in connection with the Software has been terminated or otherwise becomes ineffective.

## 6. POSTTERMINATION RIGHTS.

6.1 Upon the termination of this SLA, all rights granted to Customer under this SLA shall forthwith terminate and immediately revert to IDENTEC and Customer shall discontinue all use of the Software, the Documentation, and the like.

6.2 Upon termination of this SLA, IDENTEC may require that Customer furnishes to IDENTEC a certificate which certifies with respect to the Software, including any documentation, any Third-Party Software, and each and every copy thereof, that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of the Software and any Third-Party Software have been destroyed. The foregoing shall also apply to Software or portions of the same that has been modified or combined with other programs.

## 7. FEE AND PAYMENT TERMS.

7.1 Customer shall pay IDENTEC the License Fee set forth in IDENTEC's *General Terms and Conditions* or as otherwise agreed between the Parties in any written agreement. Unless otherwise explicitly agreed, the License Fee shall be payable in full by Customer upon the execution of this SLA, or usage of the Hardware, Software, Documentation and/or any other Goods supplied by IDENTEC, whatever occurs first.

7.2 The License Fee does not include any amounts for taxes and/or customs. Customer shall pay all applicable taxes and/or customs levied by any tax authority or any other competent authority based upon this SLA, the Software and/or for any services performed by IDENTEC.

## 8. ADDITIONAL RESPONSIBILITIES OF CUSTOMER.

Customer shall allow remote access, on each server on which the Software is installed, and at Customer's sole expense, for IDENTEC's use on a twenty-four hour, seven-days-per-week basis.

## 9. WARRANTIES.

9.1 **Software.** IDENTEC warrants that the Software will operate in substantial conformance with its then-current Documentation for a period of ninety (90) days after operational use of the Hardware for which the Software is procured by Customer. IDENTEC agrees to correct or replace a material non-conformity of which it receives written notice during the warranty period. Notwithstanding the foregoing, the warranty set forth in this Section 9.1 shall not apply to any Major Version, Minor Version and Patches. IDENTEC's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty is the correction or replacement of any non-conformity. Customer shall provide IDENTEC with written notice that non-conformity exists, and IDENTEC shall have a reasonable period of time, based on the severity of the non-conformity, to correct the Error. IDENTEC further warrants that to the best of its knowledge, that the Software does not contain any viruses.

9.2 **Exclusions/Disclaimer.** IDENTEC's warranty obligations and other obligations under this SLA with respect to the Software, are expressly conditioned upon Customer's proper use of the Software, as well as Customer's compliance with the warranty conditions as specified in clause 8.3 of IDENTEC's *General Terms and Conditions*, or any similar terms and conditions mutually agreed between the Parties in writing, and do not include:

9.2.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of IDENTEC;

9.2.2 Problems and errors that IDENTEC cannot reproduce. In the event only Customer can reproduce problems and/or errors, Customer shall cooperate with IDENTEC to the extent necessary in order to help IDENTEC to reproduce such problem and/or error;

9.2.3 Problems relating to or caused by any hardware, Third-Party Software, or software that was not supplied or authorized in writing by IDENTEC.

For purposes of clarification, IDENTEC shall not be responsible or incur any liability hereunder, on whatever grounds, for any error, defect, or malfunction of the Software which is caused by, or results from, any installation or delivery of the Software by any other third party, or by Customer prior to the Effective Date;

9.2.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured; and

9.2.5 Errors, defects, and malfunctions that are traceable to Customer's errors or system changes shall be billed at IDENTEC's time-and-material charges, including out-of-pocket expenses.

9.2.6 THE ABOVE ARE LIMITED WARRANTIES AND THEY ARE THE ONLY WARRANTIES MADE BY IDENTEC WITH RESPECT TO THE SOFTWARE, EXCEPT THAT IDENTEC AGREES TO PASS THROUGH ANY WARRANTIES EXTENDED FOR THIRD-PARTY SOFTWARE INCORPORATED INTO THE SOFTWARE. IDENTEC MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTY WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED AND IDENTEC DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IDENTEC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SLA FOR CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT IDENTEC'S LIABILITY IN CONNECTION WITH THE SOFTWARE, WHETHER ARISING IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OR ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO IDENTEC FOR THE LICENSING OF THE SOFTWARE.

## 10. CONFIDENTIAL INFORMATION.

10.1 IDENTEC's Confidential Information, which may be included in the Software, is subject to the confidentiality provisions set forth in IDENTEC's *General Terms and Conditions*, or any similar terms and conditions mutually agreed between the Parties in writing, and this SLA. In addition, Customer recognizes that IDENTEC regards the Software as its proprietary information and as confidential trade secrets of great value. Customer agrees not to provide, or to otherwise make available in any form the Software, or any portion thereof, including Documentation, or any Third-Party Software, to any person other than employees of Customer without the prior written consent of IDENTEC. Customer further agrees to treat the Software, including the Documentation, Software Specifications and any Third-Party-Software with at least the same degree of care with which Customer treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software and any Third-Party Software.

10.2 Except as otherwise provided in this SLA, each Party agrees that it shall not use or disclose to any third-party any Confidential Information of the other Party for any reason, except to its employees, subcontractors or advisors who require such knowledge in the ordinary course of their employment or service for such Party. Each Party shall take all necessary action to ensure that its employees, subcontractors or advisors comply with the confidentiality provisions of this Section 10.

10.3 The receiving Party shall promptly inform the other Party if any confidential information has been in possession of the receiving Party prior to its disclosure, such information has become known, or is required to disclose such information by order of court, competent authority or a third-party. Either Party shall be obliged to impose the same confidentiality obligations, as set forth in this Section 10, to any third-party used for the fulfillment of their services.

10.4 Both Parties shall be authorized to take actions that are necessary to ensure compliance with the terms of this SLA, including, without limitation, inspection of premises.

10.5 The obligations set forth in this Section 10 shall not apply to any information that (a) is publicly available; (b) is obtained by the receiving Party from a third-party as a matter of right; (c) is already known or independently developed by the receiving Party; or (d) is required to be disclosed by law. Furthermore, it is agreed that IDENTEC may disclose any Confidential Information to, and exchange the same between its affiliates, as it deems necessary under the condition that the affiliate will treat such information as stated under this Section 9.

10.6 This Section 10 will continue for an indefinite period, at minimum, however, for a period of five (5) years from the Effective Date, or usage of the Hardware, Software, Documentation and/or any other goods supplied by IDENTEC, whatever occurs first, and will inure to the benefit of and bind the successors and assigns of the Parties hereto.

## 11. INTELLECTUAL PROPERTY INDEMNIFICATION.

11.1 **Scope.** IDENTEC, at its sole discretion, reserves the right to indemnify and defend Customer against any claim or action brought by any third party for actual or alleged infringement of any patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this



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SLA. IDENTEC shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, subject to Customer's consent, which shall not be unreasonably withheld, conditioned or delayed.

**11.2 Notice.** IDENTEC shall give Customer prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on IDENTEC's rights in the Software.

**11.3 Alternatives.** IDENTEC shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 11.1, IDENTEC may, at its sole discretion, (a) procure for Customer, the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate any contract between the Parties in connection with the Software and refund the License Fee paid by Customer, less depreciation using a five-year, straight-line method of calculation.

**11.4 Exclusions.** IDENTEC shall have no obligation under this Section 11 with respect to any claim or action that is based upon or caused by: (a) Customer's use of the Software in breach of any term or condition of this SLA; (b) use of the Software in combination with any equipment, product, software, data or system not provided or authorized in writing by IDENTEC; (c) modification of the Software other than by a representative of IDENTEC; (d) use of any version of the Software other than the most current version of the Software, where use of the most current version would have avoided the claim of infringement.

**11.5 Sole Remedy.** This Section 11 states IDENTEC's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

## 12. PENALTIES.

If Customer fails to comply with the provisions laid down in this SLA, Customer will be liable to a penalty in the amount stipulated below without derogating from any other remedy that IDENTEC is entitled to under applicable law. Thus, Customer shall pay IDENTEC a penalty per week of default with the terms of conditions of this SLA, of 1% (one percent) of the total charges to be paid under the purchase agreement between the Parties in connection with the Software. Customer's total liability for penalties in such a case shall be limited to a maximum of 15% (fifteen per cent) of the total price payable under the aforesaid purchase agreement.

## 13. LIMITATION OF LIABILITY.

13.1 IDENTEC'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS SLA FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY CUSTOMER TO IDENTEC. IN NO EVENT SHALL IDENTEC BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

13.2 The limitation of liabilities in Section 13.1 shall not operate to exclude or to limit IDENTEC's liability for death or personal injury caused by its negligence or the negligence, gross negligence, fraud or willful misconduct of its employees or agents or for fraud, or as otherwise prescribed by applicable law from which the Parties cannot deviate by means of a mutual agreement.

## 14. MISCELLANEOUS.

**14.1 Customer List; Press Release.** Customer hereby authorizes IDENTEC to use Customer's name in its list of customers, which IDENTEC may publish from time to time. IDENTEC shall not use Customer's name in any press release that is not approved in advance by Customer.

**14.2 Changes.** IDENTEC reserves the right to amend, change or modify this SLA from time to time at its sole discretion.

**14.3 Notices.** Any notice or other communication required or permitted under this SLA in writing shall be deemed delivered when mailed, by certified mail-return receipt requested, postage prepaid to the principal place of business address of the Party concerned.

**14.4 Excusable Delays.** Neither Party shall incur liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this SLA, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the Party.

**14.5 Statute of Limitations.** No Party may commence an action under this SLA in the event of a breach, more than one (1) year after the occurrence of the breach, or, in the event the breach is not discovered by the injured Party when it has occurred, more than one (1) year after the breach could, in the exercise of due diligence, have been discovered by such Party.

**14.6 Export Controls.** Customer understands and acknowledges that the laws and regulations of Austria, Norway, Germany, the European Union, the United States of America and other applicable countries may restrict the export and re-export of commodities, Software and technical data of the respective origin to certain countries. Customer acknowledges and agrees to comply with all applicable local and international export and re-export restrictions and

regulations ("Export Controls Laws") with respect to the use of the Software. Customer agrees to indemnify and hold IDENTEC harmless from any loss, damages, liability or expenses incurred by IDENTEC as a result of Customer's failure to comply with any Export Controls Laws with regard to the Software. In particular,

14.6.1 Customer shall not sell, (sub)license, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Software supplied or licensed by IDENTEC or its assignee that fall under the scope of Article 12g of Council Regulation (European Union) No 833/2014;

14.6.2 Customer shall undertake its best efforts to ensure that the purpose of Section 14.6.1 is not frustrated by any third-parties further down the commercial chain, including by possible resellers;

14.6.3 Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Section 14.6.1.

14.6.4 Any violation of Sections 14.6.1, 14.6.2 or 14.6.3 shall constitute a material breach of an essential element of this SLA, and IDENTEC shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this SLA; and (ii) a penalty of 25% of the total value of the licensee fee or price of the Software exported, whichever is higher.

**14.7 Additional Terms.** Depending on the capabilities of the Goods, which Customer has purchased from IDENTEC, how such Goods are configured, and how Customer uses them, additional IDENTEC and third party terms may apply to the use of certain features and services regarding the Software. For all conditions not covered by this SLA, either IDENTEC's *General Terms and Conditions* or similar terms and conditions mutually agreed between the Parties in writing shall apply. In the case of a conflict between the provisions of this SLA and those of the IDENTEC's *General Terms and Conditions* or similar terms and conditions mutually agreed between the Parties in writing, including any referenced documents thereto, or any other documents, the provisions of this SLA shall take precedence.

**14.8 Severability.** If any provision of this SLA is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions. In the event any provision of this SLA is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner that gives effect to the intent of the Parties in entering into this SLA.

### 14.9 Anti-Corruption.

14.9.1 Without limiting the obligation to comply with applicable laws and regulations in accordance with this SLA, the Parties represent, warrant, covenant and agree that either Party and their officers, directors, employees, agents, representatives and sub-suppliers and their contractors and subcontractors will not, directly or indirectly, in any way that relates to this SLA (1) offer, promise, pay, give, or authorize any financial or other advantage, or anything else of value, to any other person or organization, with the intent to exert improper influence over the recipient, induce the recipient to violate his or her duties, secure an improper advantage, or improperly reward the recipient for past conduct; (2) offer, promise, pay, give, authorize, request or receive an improper advantage, or accept an offer thereof, in connection with a position, office or assignment; or (3) request, receive or accept, for the benefit of himself or anyone else, any financial or other advantage, or anything else of value, as an inducement or a reward for violating a duty of loyalty to IDENTEC or Customer, or improperly performing a function that relates in any way to this SLA or to the Parties.

14.9.2 All financial settlements, billings and reports rendered to a Party from the other Party shall properly reflect the facts about all activities and transactions handled for the account of the other Party. The data may be relied upon as being complete and accurate in any further recordings and reporting made by a Party or its representatives for whatever purpose.

14.9.3 A Party shall, upon the other Party's request, give a written statement to the other Party confirming that it has complied with all requirements of Section 14.9.

14.9.4 A Party shall immediately report to the other Party, any act or omission which could possibly be seen as a breach of Section 14.9. In such instances the Party giving notice shall give the other Party access to all documents which in the Party's reasonable opinion may be relevant to determine whether such a breach has occurred. Either Party shall also immediately report to the other Party, any requests or solicitations for advantages or anything of value as mentioned in Section 14.9.1.

14.9.5 Both Parties shall require their sub-suppliers and their suppliers and sub-suppliers, contractors and subcontractors to agree to and comply with contractual provisions substantially identical to those contained in Section 14.9.



14.10      **Jurisdiction and Governing Law.**

14.10.1 All disputes or claims arising out of or in connection with this SLA, including disputes relating to its validity, breach or nullity, shall fall within the exclusive jurisdiction of the competent court at IDENTEC's domicile. This SLA is subject to Austrian law, excluding any referral rules, unless mutually agreed otherwise between the Parties in writing. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply with regard to this SLA.

14.10.2 In the event Customer is incorporated in a country, which is not a member state of the European Union (EU) or the European Economic Area (EEA), the following shall apply within Section 14.10, unless mutually agreed otherwise between the Parties in writing:

All disputes or claims arising out of or in connection with this SLA, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the rules of Arbitration of the International Arbitral Centre of the

Austrian Federal Economic Chamber in Vienna ("**Vienna Rules**") by one (1) arbitrator appointed in accordance with the said Vienna Rules. The provisions on expedited proceedings shall be applicable. The governing law of this SLA shall be the substantive law of Austria. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international convention shall not apply with regard to this SLA, except the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 10.06.1958). The seat, or legal place, of arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be English.

14.11      **Successors.** This SLA shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and assigns.

(Effective as of July 1, 2024)