

## **UVeritech, Inc. End User License Agreement**

### **1. Notice to Users**

Please read this End-User License Agreement ("Agreement" or "EULA") carefully before clicking the "I Agree" button, downloading or using the PALIDIN application ("Application"). By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

### **2. Definitions**

- a. "Agreement" refers to the contract between customer ("Licensee") and UVeritech Inc. ("UVeritech"), relating to the Product acquired by Licensee. The Agreement comprises (i) this document, (ii) any additional terms contained in the Documentation, and (iii) any amendments agreed to by both Licensee and UVeritech in writing.
- b. "Documentation" refers to the published technical documentation in either hard copy or electronic form for the Product, including any Certificate of License and/or any registration card that is supplied for the Product.
- c. "Licensee" refers to a person or entity that will use the Product as part of a business application and installs and executes the executable version of the Product and other electronic materials specified under the heading.
- d. "License Model" refers to the form in which a license can be created or utilized.
  - i. "Perpetual License" refers to a license that allows the User to utilize the Product indefinitely.
- e. "License Type" refers to the types of licensing structure used to access, operate or utilize the AssureID software with Sentinel version and Application.
  - i. "Run Time License" refers to a license that provides access rights to the Software and Application and is limited to the Application through which it has been acquired.
- f. "Product" refers to a UVeritech offering consisting of any or all of the following: (i) the Software, (ii) the Application, (iii) the Documentation, (iv) the Updates and (v) any copy of the Software, Documentation or Updates; to the extent made available by UVeritech.
- g. "Application" refers to the PALIDIN user interface the Licensee will operate.
- h. "Software" refers to the AssureID machine-readable (object) code portion of the Product and any human readable code contained on the media. AssureID is the document authentication engine on which Application is built upon.
- i. "Acuant" refers to Acuant, Inc., the developer of the AssureID software. Acuant is a Licensor of UVeritech.
- j. "Update" refers to the updates or revisions of the Product that Licensee may receive.

- k. “User” refers to a single authorized device accessing the Product via a local or remote interactive device, such as a terminal or workstation, except where such use is exclusive to routing or gateway functions of the Product.
- l. “Software Maintenance” refers to the plan that allows Licensee to receive software updates (both on the Software as well as the Application) and customer support services. Any troubleshooting, upgrades, technical advice and all other customer support services will be generally referred to as “Support Services.”

### **3. Software License – PALIDIN**

#### **a. Grant**

In consideration of payment of the applicable license fee by Licensee to UVeritech and subject to Licensee’s compliance with the terms and conditions of this EULA, UVeritech grants Licensee a non-exclusive, non-sub licensable, right to use the Product solely for Licensee’s business operations. Licensee may load, copy or transmit the Product in whole or in part, only as necessary to enable the Product to be used by up to the permitted number of Users as designated on the Certificate of License, which is provided upon payment of the applicable license fee. Licensee must take reasonable means to assure that the number of activated Users does not exceed the permitted number of Users. Licensee may make archival copies of the Product as required for back-up purposes.

#### **b. Restrictions**

The license rights granted by this EULA are subject to the following restrictions; Licensee may not sell, license, sublicense, lend, rent, lease or otherwise transfer the Software or Application to a third party. Licensee shall not prepare derivative products, reverse-engineer, decompile, disassemble modify, or copy any or all part of the Product and agrees to take appropriate measures to protect the Product from all parts thereof from unauthorized copying, modification or disclosure by its users and other third parties. Licensee may not use the Product or access the services if Licensee is a direct competitor of UVeritech or for purposes of monitoring the availability, performance or functionality of the Product or for any other benchmarking or competitive purposes. The Licensee shall not disclose or publish the results of any performance, functional or other evaluation of the Product to any third party without prior written consent of UVeritech.

#### **c. Term and Termination**

This EULA is for use by the Licensee of the Product and shall be in full force and effect during such periods of time during which UVeritech is providing access to the Product for the Licensee based on the type of license that has been purchased. Licensee agrees that if it is found in violation of any specifications of this EULA, UVeritech has the right to terminate Licensee’s access to the UVeritech Product. Upon any termination of this EULA, or if Licensee should discontinue using the Product or give up use and control of the computers or other hardware on which any part of the Product is installed, Licensee shall destroy all copies of the Product, and any related materials in any form.

d. License Type

i. Run Time (Sentinel)

This License type will provide the Licensee with access to the Product and ability to use the Product under the Perpetual model.

e. License Model

i. Perpetual

This License Model will provide Licensee with the use of the Product indefinitely. However, the Support Services are only valid for the first year after activation of the License. After the first year is completed, the Licensee may or may not purchase extended service plans to maintain the integrity and accuracy of the Product. If the extended Support Services are not purchased by Licensee, no access to Updates will be provided. Additionally, if Licensee does not purchase extended Software Support, UVeritech will not provide technical support or product support beyond the first year of use.

**4. Use Terms**

- a. Use of the Product requires the purchase of a license. If the Product supports multiple users, the total number of Users on which the Product is installed may not exceed the total number of licenses purchased.
- b. The Application allows the Licensee to verify and, in some instances, store, collect or compile personal identifying information from a wide array of identification documents, including driver's license numbers, names, addresses, passport codes, and other information that may be defined as private or be protected under the law depending on the jurisdiction in which you operate (generally "Identification Information"). By downloading and using the Product, Licensee agrees and represents that you will at all times comply with Federal, State and local law and ordinance governing the verification, collection, compilation or storage of Identification Information. Licensee agrees and represents that it will not use the Product in a manner that is unlawful. Licensee further agrees it is the responsibility of Licensee to verify, confirm, and maintain knowledge as to the applicable law governing verification, collection, compilation or storage of Identification Information in the jurisdiction in which Licensee operates, including any and all changes in the Federal, State, or local law. UVeritech makes no representations, warranties, or guarantees about the law governing the storage, compilation, collection and verification of Identifying Information in any jurisdiction.
- c. Each license is associated to a specific User. The Licensee is expected to maintain a list of all Users to which each license has been installed in the event the hardware of a User fails and a transfer of the license to a new User is needed. If the Licensee wishes to deactivate the installation of any part of the Product on a specifically identified User and/or transfer the license, the Licensee must be able to identify the User with specificity in order to allow UVeritech to effectuate the

transfer to a different User. UVeritech does not maintain a list of Users on which licenses have been activated.

- d. Each license is designated to a particular User. In the event that Licensee needs to utilize a User make and model different from the original purchase, Licensee is responsible for notifying UVeritech of this change. If the Licensee is under active Software Maintenance and support, UVeritech will update the license to function with other supported User designations.

## **5. Proprietary Rights Provisions**

- a. The Product is copyrighted and embodies valuable trade secrets proprietary to UVeritech and its licensors. This Agreement acknowledges that the Licensee agrees that the Product and all copies thereof are copyrighted, proprietary, and confidential property of UVeritech or its licensors, and that all right, title and interest in and to the intellectual property rights in and to the Product, including but not limited to all patent rights, copyrights, trademark rights, trade secret rights are owned by, belong to and remain with UVeritech or its licensors and not the Licensee. Licensee agrees to maintain the Product, trade secrets embodied in the Product in confidence, consistent with the confidential information terms set forth in this Agreement. The Licensee will not remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights printed, stamped, encoded or recorded in or on any portion of the Product. The Licensee must preserve all copyright or other proprietary notices on all copies of the Product. The Licensee may not lease, lend or use any portion of the Product for sale, marketing, sublicensing, distribution or otherwise grant to any person or entity any right to use the Product, except for the express purpose permitted under this Agreement. The Licensee may not modify, tamper with, adapt or create derivative works of the Product or combine, merge the Product or any part of it with any other software.

## **6. Support & Updates**

- a. During the term of this EULA and subject to Licensee's payment of the applicable software maintenance fees, UVeritech will make technical support and software maintenance available to Licensee on the terms provided in the Documentation. Licensee is responsible for procuring, installing and maintaining the software infrastructure, including a suitable operating system environment required for the proper operations of the Product. Licensee acknowledges that updates to the Product provided as support may require modification or upgrades to certain components of Licensee's system in order to utilize such updates, and that Licensee is solely responsible for obtaining such software and hardware modification or upgrades from the applicable suppliers or manufacturers.
- b. In addition to the payment for the perpetual license, payment under this Agreement for the Software Maintenance plan which provides technical support and maintenance will entitle Licensee to UVeritech technical support and maintenance, subject to the terms and conditions below:

- i. Support Services will be provided to those with an active Software Maintenance plan to troubleshoot problems or issues that arise related to the Software and to provide periodic updates and upgrades to the Software;
- ii. Support Services are available Monday through Friday 7:00 a.m. to 5:00 p.m., except Federal Holidays, and is available by telephone and email: 800-883-8822; [support@fraudfighter.com](mailto:support@fraudfighter.com)
- iii. The Support Services for the Product shall be exclusively through UVeritech. First tier technical support for the Product will be provided by UVeritech. This means UVeritech will help troubleshoot any issues with the Product and to the most reasonable extent possible will help the Licensee resolve issues. In the event first tier troubleshooting cannot resolve a technical issue, UVeritech will pass the support request to Acuant, the manufacturer of the AssureID Software, under the same terms and conditions as those provided directly by UVeritech. UVeritech will create a support ticket on behalf of Licensee to manage the support services Acuant provides and will serve as the point of contact for the management and delivery of any Acuant Support Services. The Support Services are offered only to clients whose accounts are paid current on the Software Maintenance plan.
- iv. The term for Software Maintenance shall be for twelve months, commencing on the date set forth in a purchase agreement between Licensee and UVeritech, unless otherwise agreed to in writing by the parties.
- v. With the payment of the relevant renewal fee, the Software Maintenance plan may be renewed on an annual basis. If the renewal fees are not paid prior to the termination of the twelve month period, all Support Services will expire.
- vi. In the event the Licensee's Software Maintenance plan has expired without renewal, said Licensee may purchase a Software Maintenance contract within one year from expiration or purchase by paying 100% of the cost of the Support Services from the date the Software Maintenance terminated through the date of reinstatement. Failure to maintain continuous Software Maintenance agreements will mean the Product may not work properly as new fixes and improvements are released from time to time.
- vii. Payments of renewal fees for Support Services are due prior to the expiration date and shall be made through the UVeritech website or authorized credit card charge, unless other arrangements are agreed to by UVeritech in writing.

## **7. Documentation**

UVeritech will provide user guides, reference manuals, document library and installation setup materials at regular intervals relating to usage of the Product that Licensee will be using, which will be made available at this webpage:

<https://www.fraudfighter.com/software-update>

## **8. Limited Warranty and Disclaimer**

- a. UVeritech warrants that, for a period of 90 days from the purchase date, the Product licensed under this Agreement hereunder will perform substantially in accordance with its designed functions. In case of defects of the Product within the warranty period that cannot be resolved through Support Services and which renders the Product non-operative, Licensee shall receive a refund or an updated, functioning Product as directed by UVeritech. If, after the termination of the 90 day warranty, there is a problem with the Product that cannot be resolved through Support Services, the Licensee must have a Software Maintenance agreement in place in order to permit the issuance of an updated Product.
- b. THE ABOVE LIMITED WARRANTY WILL NOT APPLY IF THE PRODUCT IS NOT USED IN ACCORDANCE WITH THIS AGREEMENT OR IF THE PRODUCT OR ANY PART OF THE PRODUCT HAS BEEN MODIFIED OR IF THE MALFUNCTION OF THE PRODUCT IS CAUSED BY EQUIPMENT OR SOFTWARE NOT PURCHASED FROM OR SUPPLIED BY UVERITECH OR ITS LICENSORS OR AFFILIATES.
- c. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS AGREEMENT, THE PRODUCT IS LICENSED "AS IS" AND UVERITECH AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED ARISING FROM THE COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. UVERITECH MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE PRODUCT'S USE OR PERFORMANCE AND DOES NOT WARRANT REPRESENT OR GUARANTEE THAT THE OPERATION OF THE PRODUCT WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS.

## **9. Internet Connectivity And Privacy**

The Product may cause Licensee's User, without notice, to automatically connect to the Internet and to communicate with an external website or domain for purposes such as license validation and providing Licensee with additional information, features, or functionality.

- a. Whenever the Product makes an Internet connection and communicates with an external website, whether automatically or due to explicit user request, UVeritech's Privacy Policy shall apply. The Privacy Policy allows tracking of website visits and it addresses in detail the topic of tracking and use of cookies, web beacons, and similar devices.

- b. Whenever the Software connects to external domains over the Internet, certain Licensee information may be collected and transmitted by the Software to Acuant pursuant to the Acuant Online Privacy Policy available at [http://www.assuretec.com/policies/assuretec/online\\_privacy\\_statement.htm](http://www.assuretec.com/policies/assuretec/online_privacy_statement.htm) (“Privacy Policy”).
- c. Activation. The Product may require Licensee to (a) activate or reactivate the Product, (b) register the Product, or (c) validate the license. Such requirement may cause Licensee’s User to connect to the Internet without notice on install, on launch, and on a regular basis thereafter. Once connected, the Product will collect and transmit information to Acuant. The Product or Licensee may also receive information from Acuant related to Licensee’s license or subscription. Acuant may use such information to detect or prevent fraudulent or unauthorized use not in accordance with a valid license.
- d. Update. The Product may cause Licensee’s User, without additional notice, to automatically connect to the Internet (intermittently or on a regular basis) to (a) check for Updates that are available for download to and installation on the User and (b) notify Acuant of the results of installation attempts.

#### **10. Limitation of Remedies and Damages**

- a. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL UVERITECH OR ITS LICENSORS BE LIABLE TO THE LICENSEE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES OF ANY KIND, LOSS OF PROFITS OR REVENUES, DAMAGES DUE TO WORK STOPPAGES, OR COMPUTER FAILURE OR MALFUNCTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES.
- b. REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, AND/OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL UVERITECH OR ITS LICENSORS AGGREGATE LIABILITY TO THE LICENSEE FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID FOR THE SOFTWARE DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- c. THE LIMITATION OF LIABILITY IN THIS SECTION IS BASED UPON THE FACT THAT LICENSEES OF THE PRODUCT USE THEIR COMPUTERS FOR DIFFERENT PURPOSES. THEREFORE, THE LICENSEE MUST IMPLEMENT ITS OWN BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO ITS NEEDS IN THE EVENT THAT AN ERROR CAUSES COMPUTER PROBLEMS AND MAY CAUSE RELATED DATA LOSS. YOU AGREE TO THE LIMITATIONS OF LIABILITY AS SET FORTH IN THIS SECTION.

#### **11. Audit**

Licensee shall use commercially reasonable efforts to implement measures to monitor and ensure all users of the Product comply with the restrictions and limitations of this

EULA. If Licensee is a business, company, or organization, Licensee agrees that, in addition to any license compliance checking performed by the Product, UVeritech, its Licensors or its authorized representative have the right, no more than once every twelve (12) months, upon seven (7) business days' prior notice to Licensee, to inspect Licensee's records, systems, and facilities to verify that its use of any and all of the Product is in conformity with its valid licenses from UVeritech. Additionally, Licensee shall provide UVeritech with all records and information requested by UVeritech in order to verify that its use of any and all of the Product is in conformity with its valid licenses from UVeritech within thirty (30) days of UVeritech's written request. If an audit reveals a violation of this EULA, UVeritech will notify Licensee in writing of breach or other problems and allow Licensee three (3) business days to cure the reported problem. If Licensee is unable to cure the breach of this EULA or is otherwise unwilling, then such notification shall not in any manner act as a waiver by UVeritech of any rights provided by law or under this EULA.

## **12. General Terms**

- a. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the licensing of the Product and supersedes all other representations, understandings or communications, whether written or verbal between the parties. This Agreement is the sole set of terms between the parties relative to this subject matter. Specifically, any provisions of any purchase orders, invoices or other documentation between the parties are rejected and have no effect on the terms of this Agreement.
- b. **SEVERABILITY.** If any provision of this Agreement is deemed to be illegal or unenforceable, it will be deemed to comply with the minimum requirements of the law and be given full force and effect. In the event any provision cannot comply with the minimum requirements, it will be severed from the Agreement and the remaining terms shall remain in full force and effect.
- c. **AMENDMENT.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless evidenced by a writing signed by all the parties.
- d. **WAIVER.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of said provisions or to affect either the validity of this Agreement, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.
- e. **ATTORNEYS' FEES.** In the event litigation is instituted in connection with any controversy or dispute arising from, under or related to this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorneys' fees and costs incurred in such litigation.
- f. **GOVERNING LAW.** All questions pertaining to the validity, construction, execution and performance of this Agreement shall be construed in accordance with and governed by the laws of the State of California. Any and all actions or



disputes brought or filed hereunder shall be brought in the County of Los Angeles and Licensee hereby consents to jurisdiction in the State of California, County of Los Angeles.

- g. **THIRD PARTY BENEFICIARIES.** Acuant shall be a third-party beneficiary of this Agreement between Licensor and UVeritech.
- h. **EXPORT CONTROLS.** The Product is subject to domestic and foreign export regulations pertaining to the import, export or use of the Product or any technical data thereunder. The Licensee will comply with applicable export and import laws and regulations for the jurisdiction in which the Product will be imported and/or exported. Licensee shall obtain any and all necessary licenses, permits or other governmental authorizations or approvals required by all foreign or domestic laws or regulations. Licensee shall hold UVeritech harmless and shall indemnify UVeritech from all costs and expenses incurred by Licensee to comply with such laws and regulations. In addition, if the import or export of any regulated technology is restricted or forbidden, Licensee shall not take any action that would cause the Licensee or UVeritech to violate any regulation or statute or that would violate the Foreign Corrupt Practices Act of 1977.
- i. **NOTICES.** All notices, requests, and demands to UVeritech under this Agreement shall be sent to: UVERITECH, 1743 S. Grand Ave., Glendora, CA, USA, 91740.