

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

Your acceptance of a Software Services Agreement with BioConnect is subject to these Terms and Conditions. You may be referred to herein as “the Customer”.

1. **Terms of Support.** The availability of the software support services (the “Services”) set out in your Software Service Agreement (“SSA”) is subject to the following terms:
 - a. *Software.* The Services relate only to the software licensed by you from BioConnect referred to in the SSA, for the term set out in the SSA, and only so long as your payment for such license(s) and the SSA remain current and paid in full.
 - b. *Remote Services.* All Services are provided remotely, by email, chat, phone or otherwise. In-person services may be available for an additional fee and with advance notice and agreement from BioConnect.
 - c. *Hours of Availability.* BioConnect’s remote support desk is currently available from 8:30am to 8:30pm Eastern Monday to Friday, except statutory holidays in Canada and the United States. These hours are subject to change by BioConnect. While BioConnect will make every reasonable effort to have its support services available at these times and any additional times listed in the SSA, BioConnect does not guarantee such availability. Any planned exceptions to the availability of Services will be communicated on the BioConnect website as far in advance as possible.
 - d. *Language.* Services are offered in the English language only. Support in other languages may be available for an additional fee and with advance notice and agreement.
 - e. *Response Time.* Any response time listed is the elapsed time from the receipt of a support request via email, telephone or otherwise to the designated addresses/numbers until the time when BioConnect begins the support service, including a verbal or written confirmation to the Customer. The actual time required to fully resolve a support request, if such full resolution occurs, may be longer than the maximum response time listed. Same day response times apply only for support requests received at least 2 hours before the end of that day’s remote support desk hours.
 - f. *BioConnect Responsibilities.* BioConnect will use commercially reasonable efforts to assist Customer to resolve problems in its use of the Software. BioConnect makes no guarantee that it can, or will, solve any problems with respect to the software as presented by Customer, and further disclaims any warranties beyond the limited warranties that may be expressly made by BioConnect in the License Agreement for the applicable software, if any. BioConnect has no obligation to offer Services for any version of the Software more than twenty-four (24) months after a later version of such Software has been released. Nothing in the SSA relates to maintenance or support of any hardware sold by BioConnect.
 - g. *Customer Responsibilities.* Customer is responsible for all hardware, operating systems, applications, network setup and maintenance required in the support of the Software. Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software. If in responding to a Customer request for Services, BioConnect determines that a solution is available through other media (including online tutorials, online documentation, support forums or help sites), BioConnect may direct Customer’s personnel to the appropriate media for the solution to the problem. All Services are offered only to the Customer set out in the SSA and its authorized employees.
 - h. *Insights Feature.* The Services include access to BioConnect’s Insights application. Insights is a hybrid architecture that allows the Customer to receive data and analytics, alerts and notifications that help resolve some of the most common issues encountered with biometric systems. Insights involves pushing Customer and user data to the cloud. For security and privacy purposes, the data is anonymized before it leaves the Customer’s network. No personally identifiable information (PII) leaves the Customer’s network or is available to BioConnect through Insights. Customers may opt-out of Insights by contacting BioConnect’s support desk.
2. **Term.** Unless terminated for lack of payment or as otherwise provided herein, BioConnect’s provision of the Services to Customer will commence on the later of: (i) the date of receipt of the first payment from the Customer pursuant to the SSA and (ii) the end of any free support included with the Customer’s

license of the Software, and will continue for an initial term of one year (the “Initial Term”). The term shall automatically renew for successive one-year terms (each a “Renewal Term”), unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the end of the current Term. The Initial Term and all Renewal Terms together shall be considered the “term” hereunder. A decision to terminate Services will not terminate the applicable Software license, which will remain subject to the terms of the applicable License Agreement. BioConnect may update the Terms of Support as set out herein, or any other terms of the SSA, with thirty days advance notice to Customer, which may include posting such changes on BioConnect’s website.

3. **Fees.** Unless otherwise agreed in writing, fees that are applicable for the Services (“Support Fee”) are set out in the SSA or upon purchase online and are payable in advance. The Support Fee is non-refundable upon payment. BioConnect may increase the Support Fee for renewals or extensions. The Support Fee does not include taxes or other charges, which must be paid by Customer in addition to the Support Fee. If payment of any Support Fee is overdue, in addition to any other remedies, BioConnect may charge interest and/or suspend Services until such delinquency is corrected.
4. **Termination.** In addition to the termination notice requirement set out above under the “Term” section, BioConnect may suspend performance of Services if Customer fails to meet its obligations as set forth herein or under the SSA. BioConnect may terminate Services if such failure continues for ten (10) days after BioConnect’s written request to meet these obligations (except for non-payment of the Support Fee, which failure shall require no notice). BioConnect may terminate the Agreement and all Services at any time if (i) it is discovered that Customer is in breach of its Software license restrictions, pursuant to the License Agreement, or (ii) Customer is in breach of the SSA or any other agreement with BioConnect.
5. **Limitations of Liability.** BioConnect shall not be responsible for providing Services to the extent that the issue is caused by (a) Customer’s (or any other person other than BioConnect’s) misuse, improper use, mis-configuration, alteration, or damage to the Software; (b) Customer’s use of the Software with any hardware or software not supplied or supported by BioConnect; (c) Customer’s failure to install an update to the Software if such update would have resolved the issue; or (d) Customer’s use of the Software in a manner not in accordance with the SSA or applicable License Agreement. BioConnect shall have no responsibility for loss of or damage to Customer’s data, regardless of the cause of any such loss or damage, even if BioConnect knew of the possibility of such loss or damage.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BIOCONNECT DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE AND SERVICES. BIOCONNECT DOES NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE OR ANY OTHER CODE WILL BE UNINTERRUPTED OR ERROR-FREE, AND CUSTOMER ACKNOWLEDGES THAT IT IS NOT TECHNICALLY PRACTICABLE FOR BIOCONNECT TO DO SO.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BIOCONNECT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR AVAILABILITY OF THE SERVICES OR ANY OTHER SUBJECT MATTER RELATING TO THE SSA OR ANY LICENSE AGREEMENT, EVEN IF BIOCONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF, NOTWITHSTANDING SAME, BIOCONNECT HAS ANY LIABILITY, BIOCONNECT’S ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATER RELATING TO THE SSA SHALL BE LIMITED TO ONE-HALF OF THE AMOUNT ACTUALLY PAID FOR THE SERVICES BY CUSTOMER IN THE PRIOR YEAR.

6. **Miscellaneous.** Customer and BioConnect are independent parties, and nothing in the SSA shall be construed as making them partners or as creating the relationships of employer and employee, or principal and agent between them, for any purpose whatsoever. All notices given under the SSA shall be effective upon receipt and shall be in writing and, if to Customer, sent to the email or physical address provided by Customer to BioConnect, and if to BioConnect, by certified mail at BioConnect's headquarters as listed on BioConnect's website. Customer may not assign or transfer the SSA without BioConnect's prior written consent. This Agreement may be assigned by BioConnect in whole or part and will enure to the benefit of BioConnect's successors and assigns. This Agreement is the complete understanding of the parties and supersedes and cancels all previous written and oral agreements relating to the subject matter of the SSA. No oral or written information given by BioConnect or otherwise shall create a warranty or collateral contract, or in any way increase the scope of the SSA or the Services provided in any way, and Customer may not rely on any such oral or written information. Any waivers or amendments shall be effective only if made in writing. This Agreement may only be amended in writing signed by both parties. These Terms and Conditions are an integral part of the SSA and incorporated therein by reference. If any provision in the SSA shall be determined to be invalid, such provision shall be deemed omitted; the remainder of the SSA shall continue in full force and effect. No action, regardless of form, arising out of the SSA may be brought by either party more than one year after the cause of action has been or reasonably should have been discovered, or, in the case of an action for nonpayment, more than two years after the date the last payment was due. This Agreement shall be governed by the substantive laws (notwithstanding conflicts of law provisions) of the Province of Ontario, Canada and all parties irrevocably submit to the jurisdiction of the courts of the Province of Ontario and further agree to commence any litigation which may arise hereunder in the provincial or federal courts located in the judicial district of Toronto, Ontario, Canada.