PLEASE READ CAREFULLY: THE USE OF AUTHENTEC SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS THAT FOLLOW. AN INDIVIDUAL WHO DOES NOT HAVE AUTHORITY TO BIND THE ENTITY USING THE SOFTWARE SHOULD NOT USE THE SOFTWARE WITHOUT OBTAINING APPROVAL OF THIS AGREEMENT FROM A PERSON HAVING SUCH AUTHORITY. AUTHENTEC IS ONLY WILLING TO LICENSE THE SOFTWARE ON CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS LICENSE. IF YOU AGREE TO THESE TERMS, PLEASE CHOOSE THE "I ACCEPT" OPTION LOCATED ADJACENT TO THE SCREEN WHERE THIS AGREEMENT IS DISPLAYED. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CHOOSE THE "I DO NOT ACCEPT" OPTION AND DO NOT DOWNLOAD OR USE THIS SOFTWARE.

## **End-User License Agreement**

This End-User License Agreement ("**EULA**") is a legal agreement between (a) you (either an individual or a single entity) and (b) AuthenTec, Inc. ("**AuthenTec**") that governs your use of any Software, installed on or made available by AuthenTec for use with your AuthenTec hardware product ("**AuthenTec Product**"), that is not otherwise subject to a separate license agreement between you and AuthenTec or its suppliers. The term "**Software**" means computer software provided by or on behalf of AuthenTec, and may include biometric enrollment software, matching algorithms, user interfaces, password replacement utilities, navigation software, as well as associated media, printed materials and any "online" or electronic documentation. An amendment or addendum to this EULA may accompany the AuthenTec Product.

RIGHTS IN THE SOFTWARE ARE OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA. BY INSTALLING, COPYING, DOWNLOADING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, YOUR SOLE REMEDY IS TO RETURN THE ENTIRE UNUSED PRODUCT WITHIN 14 DAYS FOR A REFUND SUBJECT TO THE REFUND POLICY OF YOUR PLACE OF PURCHASE.

- 1. GRANT OF LICENSE. AuthenTec grants you the following rights provided you comply with all terms and conditions of this EULA:
  - a. Use. You may use the Software on a single computer ("Your Computer") solely in combination with AuthenTec Products. If the Software is provided to you via the internet and was originally licensed for use on more than one computer, you may install and use the Software solely in combination with AuthenTec Products only on those computers. You may not separate component parts of the Software for use on more than one computer. You do not have the right to distribute the Software. You may load the Software into Your Computer's temporary memory (RAM) for purposes of using the Software solely in combination with AuthenTec Products.
  - b. Copying. You may make archival or back-up copies of the Software, provided the copy contains all of the original Software's proprietary notices and that it is used only for back-up purposes.
  - c. Excluded Use. THE SOFTWARE AND AUTHENTEC PRODUCTS ARE NOT INTENDED FOR USE IN, AND YOU AGREE THAT YOU WILL NOT USE SOFTWARE OR AUTHENTEC PRODUCTS IN, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SOFTWARE OR AUTHENTEC PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
  - d. Reservation of Rights. AuthenTec and its suppliers reserve all rights not expressly granted to you in this EULA. You may own the media on which the Software is recorded, but AuthenTec and/or AuthenTec's licensor(s) retain ownership of all right, title, and interest, including all patents, copyrights, trade secrets, trade names, trademarks, and other intellectual property rights in and to the Software. The Software is licensed, not sold.

- 2. UPGRADES. To use Software identified as an upgrade, you must first be licensed for the original Software identified by AuthenTec as eligible for the upgrade.
- 3. ADDITIONAL SOFTWARE. This EULA applies to updates or supplements to the original Software provided by AuthenTec unless AuthenTec provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

## 4. TRANSFER.

- a. Third Party. The initial user of the Software may make a one-time complete transfer of the Software to another end-user, provided the initial user retains no copies of the Software. Any transfer must include all component parts, media, printed materials, and this EULA. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end-user receiving the transferred product must agree to all the EULA terms. Upon transfer of the Software, your license is automatically terminated.
- b. Restrictions. You may not rent, lease or lend the Software or use the Software for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software except as expressly provided in this EULA.
- 5. PROPRIETARY RIGHTS. All intellectual property rights in the Software and user documentation are owned by AuthenTec or its suppliers and are protected by law, including but not limited to United States copyright, patent, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software.
- 6. LIMITATION ON REVERSE ENGINEERING. You agree that you will not reverse engineer, decompile, or disassemble the Software or AuthenTec Products, except and only to the extent that the right to do so is mandated under applicable law notwithstanding this limitation.
- 7. TERM. This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA. The provisions of Paragraphs 5, 6, and 8-16 shall survive termination of this License.
- 8. CONSENT TO USE OF DATA. You agree that AuthenTec and its affiliates may collect and use technical information you provide in relation to support services related to the Software. AuthenTec agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.
- 9. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AUTHENTEC AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.
- 10. LIMITATION OF LIABILITY. Notwithstanding any damages that you might incur, the entire liability of AuthenTec and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you separately for the Software or five U.S. dollars (\$5.00). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AUTHENTEC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO

USE THE SOFTWARE, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IF AUTHENTEC OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- 11. U.S. GOVERNMENT CUSTOMERS. The Software and any documentation are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §\$227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Software and documentation with only those rights set forth herein. Manufacturer is AuthenTec, Inc., 100 Rialto Place, Suite 100, Melbourne, FL 32901, USA.
- 12. COMPLIANCE WITH EXPORT LAWS. You shall comply with all laws and regulations of the United States and other countries ("**Export Laws**") to assure that the Software is not (1) exported, directly or indirectly, in violation of Export Laws, or (2) used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 13. CAPACITY AND AUTHORITY TO CONTRACT. You represent and warrant that you are of the legal age of majority in your state of residence and, if applicable, you are duly authorized by your employer to enter into this contract.
- 14. APPLICABLE LAW. This EULA is governed by the laws of the State of Florida, USA, as applied to agreements entered into and to be performed entirely within Florida between Florida residents. Any litigation relating to this Agreement shall be subject to the exclusive jurisdiction of the state courts located in Brevard County, Florida, or the federal courts located in the Middle District of Florida. You expressly consent to jurisdiction of and venue in such courts and waive all defenses of lack of personal jurisdiction of and venue in such courts and waive all defenses of forum non convenience with respect to such courts. You hereby agree to service of process by mail or other acceptable methods under the laws of the State of Florida, USA. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.
- 15. ENGLISH LANGUAGE. This EULA was originally written in English. If this EULA is translated into any other language, the translation shall be for review purposes only. The English language version of this EULA shall control and shall be binding on the parties to this EULA. C'est la volonté expresse exigé par les parties que cette convention et tous les documents y afférents, soient rédigés en anglais seulement.
- 16. ENTIRE AGREEMENT. This EULA is the entire agreement between you and AuthenTec relating to the Software and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any AuthenTec policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.
- © 2003-2009 AuthenTec, Inc. The only warranties for AuthenTec products and services are set forth in the express warranty statements accompanying such products and services. Nothing in this EULA should be construed as constituting an additional warranty.

Should you have any questions concerning this EULA, or if you want to contact AuthenTec for any reason, please write AuthenTec, Inc., 100 Rialto Place, Suite 100, Melbourne, Florida 32901, USA or visit AuthenTec on the internet at <a href="http://www.authentec.com">http://www.authentec.com</a>.