

End User License Agreement (EULA)

realtime North America, Inc. – End-User License Agreement - bioLock™ software for use with SAP®

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License

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Terms

Provided issuance of a PO and payment of amounts due by Licensee, the License granted is a perpetual license, unless and until terminated by Licensee or if Licensee fails to meet the terms and conditions of this Agreement or of any preceding agreement between Licensee and REALTIME. In the case of a proof-of-concept or trial, the term of the license shall be time-limited as agreed upon separately in writing between the parties. Upon termination all Products must be removed from all systems using the Software and copies of Products for must be destroyed or promptly be returned to REALTIME.

All payments due from Licensee shall be made in U.S. dollars. Such payment is a condition precedent to any obligation by REALTIME or benefit to Licensee under this Agreement. Any overdue payment, including without limitation, amounts due for on-site support, customization services and Maintenance & Support renewal fees shall incur interest at a rate of one and one-half percent (1.5%) per month, or the maximum permitted by law, whichever is less, accruing beginning the first day following the day on which the payment was due. Licensee is solely responsible for all federal, state, and local taxes, including all duties, tariffs, levies and assessments in any way related to this Agreement, that arise out of Licensee's use of the Software.

Licensee may install the Software ONLY on Licensee's SAP Systems and PC client computers identified separately in writing or in the PO. Licensee may enable the Software to run on a number of PC workstations and number of SAP instances NOT TO EXCEED the maximum number of users or SAP instances identified separately in writing or in the PO. Unless payment in full has been made of any license fees owed, Licensee may only use the Software in QA or DEV. The SAP Installation number(s) and the number of licensed copies of Software will be confirmed between Licensor and Licensee in writing in response to Licensee's PO and will accompany delivery of the Products. The Licensee shall have the right to make a reasonable number of copies of the Software only for back-up or archival purposes. The copies shall bear the same intellectual property notices and other identifying marks as the original Software. Licensee shall have the right to use or test the Software only for its normal business purposes and only on computers owned by Licensee. The Licensee shall have the right to copy the Documentation for internal use, back-up and archival purposes in connection to the Software. Licensee shall be liable for any use of the Software through its processors, servers or workstations by its employees, representatives, agents or contractors that violates this Agreement or infringes on REALTIME'S rights and interests. Any deviation from this Agreement must be approved by REALTIME by separate written agreement.

Subject to payment of all fees, Licensee shall be granted a non-exclusive, non-transferable, perpetual license to use the Software or any Customization provided, unless the installation is for the purpose of a trial or proof-of-concept, in which case the term shall not exceed sixty (60) days. Unless otherwise agreed to in writing, Licensee may install and evaluate the Software, only within the SAP QA or DEV environments, for a period of up to sixty (60) days to determine the Software's conformance with the Documentation. If the Software fails to perform in material compliance with the Documentation during this sixty (60) day period, Licensee may reject the Software by (i) written notice to Licensor of such rejection within the sixty (60) day period, (ii) immediate cessation of use of the Software and (iii) return of the Software, along with Documentation, to Licensor within (10) days after notice of rejection. The parties acknowledge and agree that absent formal notice of rejection of the Software by Licensee as provided above with the sixty-day period, the Software shall be deemed accepted as of the 61st day after delivery, and use after the 60th day shall constitute acceptance of the Software and in either event shall be payable by the Licensee pursuant to the PO. This Agreement shall become effective on the date that you download the Products.

Delivery

Unless otherwise agreed to in writing, REALTIME's method of delivery of Products shall be by electronic download and will be considered to have originated in Tampa, Florida USA. Licensee is responsible for installation of the Software pursuant to the Documentation provided.

Maintenance and Support

Upon payment of applicable Maintenance & Support (M&S) fees, if separately agreed to in writing, REALTIME will provide M&S services to the Licensee. This includes: a) providing Licensee with corrections of any substantial defects, fixes of any minor bugs relating to the Software, or work-around solutions if needed as such solutions become known to REALTIME, b) providing Licensee, from time to time, without additional charge, with New Releases that contain new enhancements, performance improvements, upgrades, Service Packs and/or patches, all within the same Software version class, which REALTIME elects to make available to its user base generally, c) during normal business hours or as

provided for in any applicable support agreement between the parties, providing a help desk service (which can be contacted by Licensee through e-mail, Internet, fax and telephone) for queries by the Licensee. M&S does NOT include SAP consulting, SAP customization, on-site support visits, training, biometric hardware and related supplies, SDKs or associated operating system drivers. If support beyond M&S as described herein is needed, REALTIME and Licensee shall agree in writing on the services to be provided and the fees for such services, including reasonable time and materials and actual travel, living and accommodation costs. M&S fees shall be as agreed separately in writing between the parties. The M&S Fee shall automatically renew annually on the anniversary of the effective date of this Agreement. Either party may terminate the M&S agreement upon written notice of cancellation at least thirty (30) calendar days in advance of anniversary date. REALTIME will support Products as long as they comprise the latest Software version class and for a period of 6 months after the release of a new Software version class.

Payment of Fees

Licensees that have issued a PO, which is accepted by REALTIME or authorized reseller, shall pay a license fee to REALTIME or authorized reseller in accordance with such PO. Termination of the License and/or the M&S services shall in no circumstance lead to a refund of any fees. In addition to all specified charges in this Agreement, Licensee shall pay or reimburse Licensor for all federal, state, local or other taxes (exclusive of income, withholding, business privilege, or similar taxes) including but not limited to sales, use, lease or similar assessments based on charges payable, on the Software's use or services performed hereunder. Licensee obligations to pay all accrued charges shall survive the expiration or termination of this Agreement.

Assignability

REALTIME reserves the right to sell or assign its interest in the Agreement. In the event of sale or assignment, Licensee agrees to look solely to the assignee or purchaser for all rights, obligations and remedies under the contract.

Warranty

REALTIME represents and warrants that it is the owner or authorized licensor of the Products. REALTIME further warrants that at the time of delivery of the initial Products and for a period of ninety (90) days thereafter, Products will be in substantial accordance with the Documentation supplied to Licensee, provided the Hardware and Operating Systems the Software is installed on, comply with the requirements set out in the Documentation. To the extent that REALTIME's liability under this warranty shall be limited to the correction or replacement as soon as reasonably practical of any defective item(s) of the initial Products, which REALTIME determines to be necessary, at REALTIME's sole cost and expense, provided notice of such defect is provided to REALTIME during the warranty period. The warranty shall not apply if: (i) an item of Products was not used in accordance with REALTIME's instructions; (ii) an item of Products shall have been altered, modified or converted by Licensee not in accordance with the user Documentation as supplied by REALTIME, or without REALTIME's written approval; (iii) any of Licensee's equipment shall malfunction causing the defect in Product. **THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

If made generally available during the warranty period, new releases containing only corrections of errors of the Products will be provided without additional charge, but REALTIME may impose a charge for new releases that are part of a new software version class or contain major modifications, improvements or new material.

REALTIME shall in no event be liable for loss of sales, profit, goodwill, data, business or for any interruption of business, or other special, indirect, incidental, punitive or any consequential damages suffered by Licensee or others in anyway attributable to Licensee's use of Products or any M&S or other services provided hereunder, even if REALTIME has been advised of the possibility of such damages, and Licensee shall defend, indemnify and hold REALTIME harmless from any damages, liability, costs or expenses incurred by REALTIME related to said use.

Nondisclosure

Licensee agrees to use all reasonable precautions and take all necessary steps to prevent the Software and Documentation from being used by unauthorized persons and to take appropriate action, by instruction, agreement or otherwise, with regard to all persons permitted access to the Software and Documentation, in order to insure the Products are protected. Both parties shall impose these obligations on all employees, representatives, agents and other persons engaged by them in the performance of this Agreement and shall be responsible for any breach thereof by any such person. Licensee shall not (i) lend, sell, lease or otherwise dispose of the Products without REALTIME's written approval; (ii) show the Software and / or Documentation for any other purpose other than provided in this Agreement; (iii) copy, modify, decompile or reverse compile by any means, including but not limited to analyses by debug or reverse assembler tools. Licensee is not authorized to modify, adapt, translate or create derivative works based upon, in whole or in part the Software, or to reverse compile or disassemble the Software, or to embed or package it into any other programs. Upon breach of this or any other provision of the Agreement, REALTIME shall have the right to terminate the Agreement and receive immediate payment of any monies due or to become due within three months from the date of termination. It is agreed that payment of such sums shall not preclude recovery of special, incidental or consequential damages including attorney fees. Provisions in this Agreement which by their nature extend beyond the termination thereof shall survive termination of this Agreement.

Notice

All notice or communications required or permitted under this Agreement shall be in writing via certified mail, postage prepaid or overnight courier, to the current business addresses of the parties. Such notice or communication is deemed effective upon receipt.

Force Majeure

In the event that either party is unable to perform any of its obligations (other than payment obligations) under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance obligation shall be suspended for the period of delay or inability to perform due to such occurrence.

Waiver

The waiver by either party of a breach or a default by the other party of any provision of this Agreement shall not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

No Agency

Nothing contained in this Agreement shall be deemed to constitute either party as the agent, employee, contractor or representative of the other party, or both parties as joint venturers or partners for any purpose.

Costs and Attorney Fees

Licensee agrees to indemnify, defend and hold harmless REALTIME against any claim that arises out of this Agreement or Licensee's use of the Products. Licensee shall reimburse REALTIME for all reasonable costs, including without limitation attorney fees, incurred by REALTIME in collecting payment or enforcing its rights under this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, USA and the courts of Hillsborough County, Florida, USA.

Severability

In the event that any terms or provisions of this Agreement conflicts with law under which this Agreement is to be construed, or if such provision is held invalid by a court with jurisdiction over the parties of this Agreement, such provision shall be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force. Should any provision of this Agreement be or become invalid or unenforceable in whole or part, the remaining provisions shall be valid and parties shall in good faith negotiate, in order to replace the invalid or unenforceable provision by a valid and enforceable provision approaching as closely as possible the commercial intent of the provision replaced, if necessary, including amendment to other provisions.

With respect to either of the parties to this Agreement, the Agreement may be terminated by either party with immediate effect, by registered letter, without judicial intervention being required, on occurrence of any of the events set forth below:

- a) either party: in the event the other party files for bankruptcy or is declared bankrupt; or
- b) either party: in the event of any breach of this Agreement by the other party, which breach or failure, if capable of remedy, is not remedied within thirty (30) days after notice of breach from the aggrieved party; or
- c) either party: in the event that either party is fully or partially acquired by or merges with a third party.

Entire Agreement

This Agreement, including the Licensee's PO, contains the full understanding between the parties and may only be changed by a written document signed by both parties. REALTIME shall agree to the terms and conditions of this Agreement and PO by invoicing or by acknowledging REALTIME's authorized reseller's invoice to Licensee based on Licensee's PO. The terms of this Agreement shall supersede all inconsistent or contradictory terms in the PO and the Invoice.