

BIM Service & Support Terms and Conditions

Your electronic fingerprint capture and submission system is a composite of products manufactured by various companies and installed and supported by Biometric Information Management (BIM).

BIM will be your single contact for support issues on all biometric software and hardware products, including: printers, PCs and laptops, unless these items were provided by the customer. In that case, the customer must contact the appropriate manufacturer for service, if available.

This document describes the technical support protocol that BIM offers to purchasers of live scan equipment and systems. All fingerprint system components are fully installed and supported by our own factory-trained technicians. One year of full service and support is included with each system effective from the day following training of a customer's staff or upon system delivery, whichever comes first. The service and support term can be extended in one-year increments from initial date of purchase. (Some exceptions apply. See *Limited Extended Terms Available*) These extensions can be added on to the original customer purchase order or at any time during the first year of operation at the current renewal rate. Renewal rates are subject to change at any time.

Software service and support will include any specific software modifications. Such specific modifications will be maintained intact during any updates to the software system. Customer will receive these software updates without charge provided that the service and support fee has been paid and there has been no lapse in coverage since the system was purchased.

At the time of installation, the customer must designate a single person from their agency to act as a Local System Administrator (LSA). This person will be the sole point of contact with BIM regarding training and support issues. BIM will respond to service and support calls only from the LSA and the LSA must be at the controls of the system during any support activities.

WHAT IS COVERED ON YOUR SYSTEM

All fingerprint system components are fully installed and supported by our factory-trained technicians. One full year of service and support is included with each system effective from the day following completion of training or upon delivery, whichever comes first.

All hardware including: control computers, printers, scanners, and mobile workstations fall under this service and support program. Do not call the product manufacturer for support. BIM staff will contact the product manufacturer to arrange for service if necessary.

Should a manufacturer (i.e. Microsoft) no longer support a particular piece of hardware or software, BIM is bound to the Terms and Conditions of support of that manufacturer. As such, BIM will make reasonable efforts to provide customers with alternatives. Further, customers are bound to the terms and conditions of the software license agreements of their respective manufacturers.

DATA SECURITY

It is recommended that all customers backup their data frequently to prevent loss of data from their system. Customer hereby assumes all risk of data loss from any and all causes or in any way related to or resulting from the sales, repair or service by BIM. Customer hereby releases BIM from any claim or liability related to any loss of data. Please ensure data is backed up prior to acquiring BIM technical support services. If requested, BIM will create a one-time backup for the customer for a fee, but will not guarantee that all data will be located and saved. Please contact support@bioinfomgt.com to learn more. Further, and notwithstanding anything herein to the contrary, Customer Agrees to indemnify and save BIM harmless against any and all liabilities, including judgments, costs and reasonable attorney fees, for any claim related to Customer data loss or breach of Customer's systems.

Data security and maintenance of any third-party backup/data recovery service or system is the responsibility of the customer. The customer understands that computer repair or maintenance is to be performed only by a BIM technician. Computer technicians are not responsible for damages or loss of data due to acts of God or electrical malfunction. BIM will not be responsible for loss or damage caused by fire, theft, acts of malice by customer or other party, or any other cause beyond the control of BIM. BIM implies no warranties beyond those covered by the manufacturers of the hardware or software installed.

BIM complies with the current version of the FBI CJIS Security Policy and recommends customers develop a privacy and data protection plan in accordance with the policy areas defined therein. Please visit the FBI CJIS Security Policy Resource Center for more information: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

HIGHER LEVELS OF SUPPORT

If you need more service and support than is provided by a technical support agreement, we will be happy to discuss a customized technical support package tailored to your specific needs. Contact us at 614.456.1296 or support@bioinfomgt.com for details.

CUSTOMIZATION OF SOFTWARE

It may be possible for our IT team to customize certain features of the software to better suit your business needs. These customizations will require programming time and additional support for these specialized features. As such, increases to the annual support contract will be applied relative to the customizations.

LIMITED EXTENDED TERMS AVAILABLE

The service and support term can be extended in one-year increments from date of purchase on software and hardware. These extensions can be added on the original customer purchase order or at any time during the first year of operation. Payment for each renewal term shall be due on the renewal date at the current rates. This agreement may be terminated for non-payment. All hardware components (fingerprint scanner, printer, laptop, desktop, monitor, keyboard, mouse, etc.) may be covered under a service and support contract for no more than 5 years. After 5 years, if it is determined that a hardware component needs repair and the repair cost is less than or equal to \$250, it will be covered under the service and support contract. If repairs exceed

\$250, the customer must pay the amount of the repair cost in excess of \$250. If replacement of a hardware component is needed, the customer may purchase the component at the current price.

CUSTOMER PROVIDED HARDWARE

Due to quality control issues with outside equipment, BIM no longer allows customers to provide their own equipment upon initial purchase of the live scan system. BIM is not responsible for any equipment which was not purchased through BIM.

LAPSES IN SUPPORT CONTRACT

Should the customer allow the service and support contract to lapse, a reinstatement fee in addition to the annual service and support fee from the contract term end date to current will be due. Payment must be made in full prior to the reinstatement of the contract. Should the service and support contract be allowed to lapse and then reinstated within 365 days of the contract term end date, the service and support contract will continue subject to the *Limited Extended Terms Available* section. Should the service and support contract be allowed to lapse and then reinstated after 365 days of the contract term end date, hardware components will be covered for repairs subject to the *Limited Extended Terms Available* section, but will not be covered for replacement.

STATE-ISSUED MANDATORY UPDATES

Occasionally, the state repository will require all vendors to make revisions to their software based on occurrences that are outside the control of BIM, such as changing legislation. These changes in software are required for each vendor and customer to remain in compliance with the State. Should an update to the software be required by the State and a customer has not updated their software to the compliant version by the indicated deadline, the customer is considered to be out of compliance and will NOT be allowed to submit transactions. BIM may enforce this requirement by disabling transaction submissions and/or other functionality where applicable. If a customer has allowed their annual service and support agreement to lapse, the customer may not automatically receive the required software update, is considered to be out of compliance and will NOT be allowed to submit transactions. Should this occur, customers may opt to renew their lapsed support contract within the terms outlined in the *Lapses In Support Contract* section.

Support issues will be handled according to the following steps

Step 1: Telephone & Email Support

Call the number provided by BIM Technical Support or email support@bioinformgt.com. Normal business hours for technical support are Monday through Friday, 8:00am – 5:00pm Eastern Time, excluding holidays and weekends.

Step 2: Remote Assistance Support

If we are unable to resolve your issue by telephone, we may request to be allowed to take control of your computer remotely using software created for this purpose. Under these conditions, our technician will operate your control computer from his location over the internet. While the LSA will no longer be operating the control computer during this technique, the LSA must be present at the control computer to assist the technical with any activities at the hardware site. **Note:** In order for BIM to provide the highest level of support, the customer must allow BIM to access the software remotely. Response time to problems will be slower if this access cannot be provided. If

the customer's security policy does not allow for remote access, BIM can provide a quote for onsite service and support upon request.

Step 3: Repair or Replacement of Defective Hardware

If our technician determines the issue is the result of failure of any hardware component(s), the defective hardware component(s) will be repaired or replaced as necessary and as soon as practical within the guidelines of these Terms and Conditions. This warranty covers only normal use of the system hardware. BIM shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized BIM representative; (iv) damages incurred through irresponsible use, including those resulting from viruses or spyware, overclocking or other non-recommend practices.

If it is determined that replacement software or hardware can be installed by the customer, it will be shipped to the customer's address on file. Detailed instructions will be provided for the return of the defective equipment. If the BIM technical determines, solely at BIM's option but in consultation with the LSA, that a BIM technician should visit the site to make the necessary software or hardware replacements, the visit will be scheduled within 2 business days after the call. The LSA must be present during this support visit.

OUTSTANDING BALANCES

Should a customer have an unpaid balance on their BIM account for any past due amount, the customer's system may be disconnected until the balance is paid in full. Please see the *Lapses in Support Contract* section for further details.

DATA CONTENT/ACCURACY

It is the responsibility of the user to ensure the accuracy of the data entered when utilizing their BIM software. BIM assumes no responsibility for user data entry errors that result in processing rejections, delays or financial loss.

TRANSFER OF USED EQUIPMENT POLICY

Should a customer choose to transfer previously used equipment to another eligible entity, the following guidelines must be followed (please see the *Prohibited Uses* section for limitations):

- The system (all hardware and software) must have a current service and support contract as outlined in these Terms and Conditions. If the service and support contract is expired, either the transferor or the transferee must first reinstate the service and support contract as detailed in these Terms and Conditions.
- BIM and all hardware manufacturers have the right to first inspect the hardware and software to ensure they are in working order. This may be done in person or remotely.
- The transferor or the transferee must pay for all transfer fees as identified by BIM and hardware/software manufacturers.
- The transferee must provide BIM with all of the necessary information for technical and billing contacts.
- The transfer must not violate any manufacturer's Terms and Conditions. Manufacturer Terms and Conditions supersede BIM Terms and Conditions in relation to the transfer or equipment/software.
- BIM and the hardware/software manufacturer have the right to deny the transfer of equipment and software for any reason.

PROHIBITED USES

Without the prior written consent of BIM, the customer shall not itself and shall not allow any third party (by license agreement or otherwise) to:

- Take any action that would cause the loss or abandonment of BIM's proprietary rights in the Software or Hardware.
- Resell, distribute, rent, lease, lend, copy, modify, translate, time-share, license, sublicense, electronically transmit or prepare derivative works of the Software or Hardware, in whole or in part.
- Otherwise use in any way the Software or Hardware including, but not limited to: the source code and proprietary design documentation for the Software or Hardware in any manner not expressly authorized by this Agreement.

RETURN OF EQUIPMENT POLICY

If a customer receives a BIM live scan system as part of a state-sponsored program and no longer wishes to be in the program, they must notify their contact at the appropriate state agency. Additionally, the customer must contact BIM Technical Support with the information. The equipment in whole must be returned to either the state agency or BIM for inspection and possible refurbishing. Once the equipment (hardware and software) has been returned, it is no longer under an active service/support contract. Should the equipment be placed back into production, it will be identified as used with a limited service and support contract as described in these Terms and Conditions.

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