

Leader in *BIOMETRIC RFID IoT* Products & Solutions and Cloud Platform for Workforce Management and Access Control

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*Please note that as an IoT cloud solution, all software and hardware MUST be under warranty for any support services, due to product and solution complexity, problems occurred which often have nothing to do with our products but due to end user network settings etc, we end up trouble shooting end user network.

If only software is under warranty, we will ONLY support the software and WILL NOT service any issue related to hardware and vice versa for hardware.

AMST™ TERMS AND CONDITIONS STATEMENT

Jakin® ID Management and Solutions.

1. AMST™ stands for *Access Manager Suite* and it is a proprietary software provided by *Jakin®* as a solution to manage remotely one or multiple *Jakin®* products, such as *ACTAtek™* terminals, offering users administration, biometric and RFID card data, time zones management, log/events, and much more.
2. AMST™ requires paid license in order to use it; however, *Jakin®* offers a live demo version of AMST™ synced with a live demo *ACTAtek™* terminal for testing purposes.
3. *Jakin®* may also provide the software for download free of charge with a 30-days demo key for further testing purposes when the client demonstrates interest in using our solution. The demo key can only be applied one time. To obtain a demo key, please send an email to support@actatek.com with the following information:
 - 3.1. Description of the purpose of trying the software;
 - 3.2. If you already have the product installed and wants to try for 30-days, please inform the Product Identification Key provided by software after installation;
 - 3.3. Client's contact information, such as e-mail, phone, address, company name, etc.
4. Since the software and demo key are distributed free of charges, there is no warranty provided, which means no free support, and optional support charges will apply in these circumstances. The client can still access our knowledge base webpage, www.jakinid.com/support, in order to find instructions to resolve most common technical issue encountered and also tutorials of how to properly use the software.
5. Exceptions may apply when authorized by written communication from *Jakin®*, or when its warranty package is properly purchased. *Jakin®* reserves the right to void or invalidate previous written authorizations at its own discretion.
6. By purchasing a full license, the client will receive an Activation Key valid for one year and warranty coverage that offers limited technical support and free software version upgrade. The warranty coverage applies only while the license/key remains valid, not expired.

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7. Once the full license expires, the software will continue to function as it is by applying an activation key on existing version of the AMS but without any further technical support or new version upgrade. The client will have the following options to choose:
 - 7.1. Continue to use the software with limitations applied, which means no warranty support, and no free version upgrade;
 - 7.2. Renew the full license for AMS[™] based on the number of ACTAtek[™] terminals synced to it, which by itself entitles the client for warranty coverage that includes support and free upgrade for newer versions of the software.
 - 7.3. Pay per optional charges at prevailing rate per hour for technical support on existing version of AMS.
8. If the client decided to follow option 7.1 or 7.3 for one year or more, and then later change its mind requesting a newer version of the software or even support, the client may choose one of the following options:
 - 8.1. Purchase an optional hourly paid support in order to address and fix its concerns/issues;
 - 8.2. Rejoin the full license membership, which offers warranty support and software upgrade; In this case, the client will have to pay the license for the coming year and a reinstatement charge for the previous years with no coverage, dated back to the first expiration date.
9. If the client decides to follow option 7.3 and then later purchases a new ACTAtek[™] terminal to be used with the same current running AMS[™], a new license will then be required with back-dated charges on all old licenses.
10. Jakin[®] will only service syncing assistance to ACTAtek[™] products that are currently under warranty.
11. The technical support offered within the warranty only applies for authorized versions of the software. Parallel modifications or old versions are not covered and their usage will immediately void your license.
12. Jakin[®] will continue to develop the software against errors or bugs with future enhancements. It is at Jakin[®]'s discretion to release new versions of the software from time to time. Having a full license valid will entitle client to receive these releases. Any modifications or customizations requested by the client will be subject to charges.

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13. If a software repair or support is required/requested, the client must present the original invoice of the initial handling charge or the invoice of the purchased license.
14. If for any reason the client fails to present the proper documentation, or the license is expired, the costs of services/repair will be charged with no excuse.
15. Limited support for installation and administration of the software will be provided for clients with license not expired. The client must maintain personnel trained with adequate technical expertise capable of following technical guidelines in order to assist *Jakin®* technicians during the troubleshooting process.
16. *Jakin®* will not provide any support if no adequate personnel be provided to follow its instructions and guidelines. *Jakin®* will not work directly with hands on the issue in order to fix it. Instead, *Jakin®* will diagnose the problem and provide instructions of how to solve it properly.
17. The client can address the issues and concerns via email or calls; however, the solution and assistance will be only provided through guidelines, step-by-step tutorials, and videos when available, sent by email for the client within 24 hours, except weekends. Instant support over the phone and/or using remote access lays out of scope offered by the warranty support, but can be provided and is ruled by terms present in the *Optional Support Statement*.
18. If the client does not have adequate technical personnel or needs immediate remote support and would like to request *Jakin®* to work as their technical support personnel, then optional support charges will apply. Please, check the *Optional Support Statement* for details.
19. Below are samples of support requests that are considered out of the warranty scope:
 - 19.1. All inquiries not related with the software itself;
 - 19.2. All out of tech support covered scope and period and warranty products or software, including trainings of how to use them;
 - 19.3. Migration of AMS from old or faulty server to a new server;
 - 19.4. Technical support with database, server, network and other devices;
 - 19.5. Support for issues of connection or syncing between device and AMS;
 - 19.6. SOAP or AMS API assistance;
 - 19.7. Integration assistance;

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- 19.8. AMS installation;
- 19.9. Windows installation and set up as a server (IIS);
- 19.10. Customization of reports.
- 19.11. Support for *ACTatek™* terminals that are out of warranty or old versions that are discontinued, even if the old ones are working in parallel with new ones that are covered under warranty.
- 19.12. Support for AMS out of its licensed number i.e. if 100 device installed only 5 AMS license under warranty, only those 5 license will be serviced.
20. The warranty will be voided without notice and *Jakin®* reserves the right to refuse support and/or shall demand charges for any ad-hoc service when:
- 20.1. Software has received unauthorized customization, including improper installation, alteration or modification of the software;
- 20.2. Defects arising from misuse, mishandling, abuse, accident, negligence and damage caused directly or indirectly by the user.
- 20.3. The content of warranty statement has been modified without authorization.
21. *Jakin®* reserves the right to terminate or modify the terms and conditions of this warranty statement without previous notice. Exceptional cases are subject to *Jakin®* own investigation, reserving the right of terminating the warranty or modifying the terms of the statement.
22. *Jakin®* will not be liable for any loss directly or indirectly caused by the breakdown of the software.
23. *Jakin®* offers extension of the warranty period, which happens with the renewal of the license. The client must request/accept the contract renewal within 60 days before the expiration of the current ongoing license, in order to avoid contract reinstatement charge.
24. Once the renewal is purchased, a new activation key will be generated and provided within one week before the expiration date. It is recommended to apply the new license one day before the license expires, in order to avoid interruption of functionality.

END OF THE STATEMENT

THE AMERICAS:

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THE EUROPEAN:

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