

# AMS SaaS (Access Manager Suite – Software as a Service) End User License Agreement (EULA)

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## IMPORTANT - READ CAREFULLY

This End User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual or a single entity, referred to as "Client," "Licensee," or "you") and JakinID ("Jakin®," "we," "us," or "our") for the AMS SaaS software product, which includes computer software and may include associated media, printed materials, and online or electronic documentation.

**BY INSTALLING, COPYING, OR OTHERWISE USING THE AMS SAAS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.**

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## 1. DEFINITIONS

**1.1 "AMS SaaS"** stands for Access Manager Suite – Software as a Service and is a proprietary cloud-based software platform provided by Jakin® as a solution to remotely manage one or multiple Jakin® products, including ACTAtek™ terminals, offering users administration capabilities, biometric and RFID card data management, time zones management, log/events tracking, and related functionalities.

**1.2 "ACTAtek™"** refers to biometric and RFID access control terminals distributed by Jakin®.

**1.3 "License"** means the right granted by Jakin® to use the AMS SaaS software under the terms and conditions set forth in this Agreement.

**1.4 "Activation Key"** means the unique code provided by Jakin® to activate and validate the License.

**1.5 "License Period"** means the annual subscription period during which the License and associated warranty coverage remain valid. Each License Period is one year from the date of activation and must be renewed annually for continued service.

**1.6 "Biometric Data"** includes fingerprint biometric templates and facial recognition templates.



**1.7 "User Consent"** means the explicit, informed agreement obtained from individuals before capturing, storing, or processing their biometric data for the purpose of accessing the ACTAtek device.

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## **2. GRANT OF LICENSE**

### **2.1 License Requirement**

AMS SaaS requires a paid License to use. The software is licensed, not sold, and Jakin® retains all ownership rights to the software.

### **2.2 Demo and Evaluation Licenses**

#### **2.2.1 Live Demo Version**

Jakin® offers a live demo version of AMS SaaS synced with a live demo ACTAtek™ terminal for testing purposes at no charge upon request.

#### **2.2.2 30-Day Demo Key**

Jakin® may provide the software for download free of charge with a 30-day demo key for evaluation purposes when the Client demonstrates interest in the solution. The demo key can only be applied one time per client upon request.

#### **2.2.3 Demo Key Request**

To obtain a demo key, submit a request to [support@actatek.com](mailto:support@actatek.com) with:

- Description of the purpose for evaluating the software
- Product Identification Key (if software is already installed)
- Client contact information including email, phone, address, and company name

### **2.3 Full License (Annual Subscription)**

AMS SaaS operates as a subscription-based service. Upon purchasing an annual subscription License, the Client receives:

- An Activation Key valid for one year
- Full access to the AMS SaaS cloud platform and all features
- Warranty coverage including limited technical support
- Free software version upgrades during the active License Period
- Syncing capabilities with licensed ACTAtek™ devices

**Important:** The License must be renewed annually to maintain access to the software and services. When the License expires, you will be prompted at the software login page to enter a new activation key. Access will remain locked until the renewal is completed and the new key is applied.

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## 3. DEMO LICENSE TERMS

### 3.1 No Warranty for Demo Versions

Since the demo software and demo keys are distributed free of charge, they are provided "AS IS" without any warranty, which means:

- No free technical support is provided
- Optional paid support is available at prevailing rates
- Clients may access the knowledge base at [www.jakinid.com/support](http://www.jakinid.com/support) for self-service assistance

### 3.2 Exceptions

Exceptions to the no-warranty policy may apply when:

- Authorized by written communication from Jakin®
- A warranty package is properly purchased

Jakin® reserves the right to void or invalidate previous written authorizations at its sole discretion.

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## 4. USER CONSENT AND BIOMETRIC DATA COLLECTION

### 4.1 Consent Requirement for Photo Capture

#### 4.1.1 Facial Recognition Devices

For ACTAtek devices equipped with facial recognition capabilities and built-in CMOS cameras, the Client MUST obtain explicit, informed consent from all individuals before:

- Capturing photographs for facial enrollment purposes
- Storing captured photographs on ACTAtek devices
- Uploading and storing photographs to the AMS SaaS cloud platform
- Processing facial biometric data for the purpose of accessing the ACTAtek device

#### 4.1.2 Mandatory Consent Process

The Client agrees to:

- Clearly inform individuals about what data is collected, where it is stored, how it is used, and for how long it is retained before enrollment
- Maintain documentation of all consent agreements
- Ensure participation is voluntary where legally required
- Provide individuals with information about their privacy rights

### **4.1.3 Consent Statement Requirements**

The Client must use a consent statement that includes, at minimum:

- Clear identification of the organization collecting the data
- Description of what biometric data will be collected (fingerprint templates and facial templates)
- Purpose of collection (identity verification and access control)
- Storage locations (device and cloud)
- Retention period
- Individual rights (access, deletion, withdrawal of consent)
- Contact information for privacy inquiries

## **4.2 Client Responsibilities for Compliance**

### **4.2.1 Legal Compliance**

The Client is solely responsible for:

- Complying with all applicable biometric privacy laws and regulations, including but not limited to:
  - Biometric Information Privacy Act (BIPA) and similar state laws
  - General Data Protection Regulation (GDPR)
  - California Consumer Privacy Act (CCPA)
  - Other applicable local, state, national, and international privacy laws
- Obtaining all necessary consents before enrolling individuals
- Maintaining proper consent documentation
- Responding to data subject requests (access, deletion, portability)
- Providing required notices to employees or system users

### **4.2.2 Indemnification**

The Client agrees to indemnify and hold harmless Jakin® from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- Client's failure to obtain proper consent from individuals
- Client's non-compliance with applicable biometric privacy laws
- Unauthorized collection or use of biometric data
- Violations of individuals' privacy rights

## **4.3 Individual Rights Management**

### **4.3.1 Data Subject Requests**

The Client must have procedures in place to handle requests from individuals to:

- Access their captured photographs and biometric data
- Delete their biometric data
- Withdraw previously given consent
- Obtain copies of their data

### **4.3.2 Data Deletion**

Upon withdrawal of consent or termination of employment/access privileges, the Client must:

- Remove associated biometric templates
- Maintain deletion logs for compliance purposes, if required

## **4.4 Jakin® Responsibilities**

### **4.4.1 Technical Capabilities**

Jakin® provides the technical capabilities within AMS SaaS and ACTAtek devices to:

- Store the 'User Consent Message' records (if configured by Client)
- Delete biometric data upon request
- Export data for portability requests

### **4.4.2 No Legal Advisory**

Jakin® does not provide legal advice regarding consent requirements or compliance with biometric privacy laws. Clients should consult with legal counsel to ensure compliance with applicable laws in their jurisdiction.

## **4.5 Fingerprint Biometric Systems**

### **4.5.1 Template-Only Storage**

For fingerprint biometric systems, no photographs or images are captured or stored. Only encrypted biometric templates are created and stored, which cannot be reverse-engineered to recreate the original fingerprint image.

### **4.5.2 Consent Best Practices**

While fingerprint templates do not include photographic images, Jakin® recommends that Clients still obtain appropriate consent for fingerprint biometric enrollment in accordance with applicable laws.

## **5. LICENSE EXPIRATION AND RENEWAL**

### **5.1 Subscription-Based Service**

AMS SaaS is provided as a Software as a Service (SaaS) subscription model. The License must be renewed annually for the software to continue operating with full functionality, support, and upgrade services.

### **5.2 Post-Expiration Functionality**

Once the License expires, the Client must renew to continue using the AMS SaaS platform. Without an active License:

- Access to the software Login page will remain locked until the renewal is completed and the new key is applied
- No technical support will be provided by Jakin®
- No access to new version upgrades or updates

### **5.3 Mandatory Annual Renewal**

To maintain uninterrupted service, the Client must renew the License annually. Annual renewal includes:

- Continued access to the AMS SaaS cloud platform
- Full software functionality based on the licensed number of ACTAtek™ terminals
- Warranty coverage and limited technical support
- Free upgrades to newer software versions during the License Period
- Syncing assistance for warranted ACTAtek™ devices

### **5.4 License Reinstatement**

If the Client's License lapses and they wish to resume using AMS SaaS, reinstatement requires:

- Payment of the current year's License fee
- Verification that all connected ACTAtek™ devices meet current warranty requirements

### **5.5 Additional Device Requirements**

The License is based on the number of ACTAtek™ terminals synced to the AMS SaaS platform. If the Client adds new ACTAtek™ terminals:

- The License must be upgraded to accommodate the additional devices
  - Additional License fees will apply based on the total number of devices
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## **6. WARRANTY AND SUPPORT**

### **6.1 Warranty Coverage**

Warranty coverage applies only while the License remains valid and not expired. The warranty includes:

- Limited technical support
- Free software version upgrades
- Syncing assistance for ACTAtek™ products currently under warranty

### **6.2 Authorized Versions Only**

Technical support offered within the warranty applies only to authorized versions of the software. Usage of parallel modifications or old versions will immediately void the License.

### **6.3 Software Development and Updates**

Jakin® will continue to develop the software to address errors or bugs and provide future enhancements. Jakin® reserves the right to release new versions at its discretion. Clients with valid Licenses are entitled to receive these releases. Any client-requested modifications or customizations will be subject to additional charges.

### **6.4 Support Requirements**

#### **6.4.1 Documentation**

For software repair or support requests, the Client must present:

- The original invoice of the initial purchase, or
- The invoice of the purchased License

#### **6.4.2 Expired License or Missing Documentation**

If the Client fails to present proper documentation or if the License is expired, service and repair costs will be charged without exception.

#### **6.4.3 Client Personnel Requirements**

The Client must maintain personnel trained with adequate technical expertise capable of following technical guidelines to assist Jakin® technicians during troubleshooting. Jakin® will not provide support if adequate personnel are not available to follow instructions and guidelines.

#### **6.4.4 Support Methodology**

Jakin® will diagnose problems and provide instructions on how to resolve them properly. Jakin® will not work directly with hands-on access to fix issues. Support is provided through:

- Written guidelines
- Step-by-step tutorials
- Video instructions (when available)

- Email communications (responses within 24 hours, excluding weekends)

#### **6.4.5 Out-of-Scope Support**

Instant support over the phone and remote access support are outside the scope of warranty support. These services can be provided under the Optional Support Statement terms and associated charges.

#### **6.6 Out-of-Warranty Scope**

The following support requests are considered outside the warranty scope and will require optional paid support:

1. All inquiries not directly related to the AMS SaaS software functionality
2. Training on how to use the software or products
3. Migration of AMS SaaS from an old or faulty server to a new server
4. Technical support for databases, servers, networks, and other devices
5. Issues with connection or syncing between devices and AMS SaaS
6. SOAP or AMS SaaS API assistance
7. Integration assistance with third-party systems
8. AMS SaaS installation services
9. Windows installation and setup as a server (IIS)
10. Customization of reports
11. Support for ACTAtek™ terminals that are out of warranty or discontinued versions, even if operating alongside warranted devices
12. Support for AMS SaaS installations exceeding the licensed number of devices (e.g., if 100 devices are installed but only 5 licenses are under warranty, only those 5 licensed instances will be serviced)

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## **7. LICENSE RESTRICTIONS**

### **7.1 Prohibited Actions**

You may not:

- Reverse engineer, decompile, or disassemble the software
- Modify, adapt, translate, or create derivative works based on the software
- Remove or alter any copyright, trademark, or proprietary notices
- Rent, lease, loan, sublicense, or distribute the software to third parties
- Use the software for any unlawful purpose
- Share Activation Keys or allow unauthorized users to access your licensed software

### **7.2 Device Limitations**

The License is granted based on the number of ACTAtek™ devices specified in the purchase agreement. Exceeding this number requires additional License purchases.

## **8. WARRANTY VOID CONDITIONS**

### **8.1 Automatic Void**

The warranty will be voided without notice, and Jakin® reserves the right to refuse support or demand charges for ad-hoc service when:

#### **8.1.1 Unauthorized Modifications**

The software has received unauthorized customization, including improper installation, alteration, or modification.

#### **8.1.2 Misuse or Damage**

Defects arise from misuse, mishandling, abuse, accident, negligence, or damage caused directly or indirectly by the user.

#### **8.1.3 Unauthorized Changes**

The content of the warranty statement has been modified without authorization.

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## **9. RENEWAL TERMS**

### **9.1 Annual Subscription Requirement**

As a SaaS platform, AMS SaaS operates on an annual subscription basis. Clients must maintain an active License to access the software and all associated services.

### **9.2 Renewal Timeline**

To ensure uninterrupted service and avoid late fees or reinstatement charges, the Client must renew their License at least 60 days before the expiration date of the current License period.

### **9.3 Renewal Process**

#### **9.3.1 Renewal Notification**

Jakin® will notify the Client of the upcoming License expiration at least 90 days in advance.

#### **9.3.2 New Activation Key**

Once renewal payment is received, a new Activation Key will be generated and provided within one week before the expiration date.

#### **9.3.3 Key Application**

It is strongly recommended to apply the new Activation Key one day before the current License expires to ensure seamless continuity of service and avoid any interruption to business operations.

## 9.4 Late Renewal

If the Client fails to renew before the License expiration date:

- Service will be interrupted or suspended
- Data may be subject to archival or deletion policies after an extended lapse period

## 9.5 Pricing Adjustments

Jakin® reserves the right to adjust annual subscription pricing. Clients will be notified of any price changes at least 90 days before the renewal date. Continued use of the software after notification constitutes acceptance of the new pricing.

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# 10. LIMITATION OF LIABILITY

## 10.1 No Liability for Loss

Jakin® will not be liable for any loss, directly or indirectly caused by the breakdown, malfunction, or failure of the software, including but not limited to:

- Loss of data
- Loss of business or revenue
- Interruption of business operations
- Loss of profits or anticipated savings
- Any indirect, consequential, or incidental damages

## 10.2 Maximum Liability

Jakin®'s total liability under this Agreement shall not exceed the amount paid by the Client for the License.

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# 11. DISCLAIMER OF WARRANTIES

## 11.1 "AS IS" for Demo Versions

Demo versions of the software are provided "AS IS" without warranty of any kind, either express or implied.

## 11.2 Limited Warranty for Licensed Software

For properly licensed software, Jakin® warrants that the software will perform substantially in accordance with the accompanying documentation during the License Period, provided it is used in accordance with this Agreement.



### **11.3 No Other Warranties**

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.2, JAKIN® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

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## **12. INTELLECTUAL PROPERTY RIGHTS**

### **12.1 Ownership**

AMS SaaS and all associated intellectual property rights remain the exclusive property of Jakin®. This Agreement does not grant you any rights to trademarks, service marks, or trade names of Jakin®.

### **12.2 Proprietary Information**

The software contains trade secrets and proprietary information of Jakin®. You agree to maintain the confidentiality of such information and not disclose it to any third party without prior written consent from Jakin®.

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## **13. TERMINATION**

### **13.1 Termination by Client**

You may terminate this Agreement at any time by:

- Ceasing all use of the software
- Providing written notice to Jakin®
- Understanding that no refunds will be provided for the unused portion of the subscription period

### **13.2 Expiration Due to Non-Renewal**

If the Client does not renew the License before expiration:

- Access to the AMS SaaS platform will be suspended or terminated
- The License is automatically terminated
- Client data may be archived or deleted according to Jakin®'s data retention policies

### **13.3 Termination by Jakin®**

Jakin® may terminate this Agreement immediately if:

- You breach any term of this Agreement

- You fail to pay renewal fees when due
- You engage in unauthorized use or modification of the software
- You violate intellectual property or confidentiality provisions

Upon termination:

- Your License is immediately revoked
- You must cease all use of the software
- Access to the AMS SaaS platform will be terminated
- You must destroy all copies of documentation and materials in your possession

### **13.4 Data Retrieval Upon Termination**

Upon termination or non-renewal, Clients will have a grace period of 30 days to request and retrieve their data from the AMS SaaS platform. After this period, Jakin® reserves the right to permanently delete all Client data.

### **13.5 Survival**

Sections relating to intellectual property rights, limitation of liability, disclaimer of warranties, data deletion, and payment obligations shall survive termination of this Agreement.

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## **14. MODIFICATIONS TO AGREEMENT**

Jakin® reserves the right to terminate or modify the terms and conditions of this Agreement without prior notice. Exceptional cases are subject to Jakin®'s investigation, and Jakin® reserves the right to terminate the warranty or modify the terms at its discretion.

Continued use of the software after modifications constitutes acceptance of the revised terms.

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## **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Jakin® is incorporated, without regard to its conflict of law provisions.

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## **16. ENTIRE AGREEMENT**

This Agreement, together with the AMS SaaS Terms and Conditions Statement and Data Protection Statement, constitutes the entire agreement between you and Jakin® regarding the AMS SaaS software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral.





## 17. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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## 18. CONTACT INFORMATION

For questions regarding this Agreement or to request support:

**Email:** [support@actatek.com](mailto:support@actatek.com)

**Website:** [www.jakinid.com/support](http://www.jakinid.com/support)

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## ACKNOWLEDGMENT

**BY INSTALLING OR USING THE AMS SAAS™ SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

