End User License Agreement for BIO-Key International BIO-Key Biometric Software  
(the “BIO-Key EULA”)

1. Allscripts, as a sublicensor of BIO-Key International (“BIO-Key”), grants Client (“End User”) a nonexclusive license to use the software accompanying the Allscripts Software (the “BIO-Key Software”). With respect to the Allscripts Software, End User may reproduce and provide one (1) copy of such BIO-Key Software for each personal computer or Allscripts Software on which such BIO-Key Software is used as permitted hereunder. End User may assign its right under the Allscripts Master Agreement to an assignee of all of End User's rights and interest to the BIO-Key Software only if End User transfers all copies of the BIO-Key Software subject to the Allscripts Master Agreement to such assignee and such assignee agrees in writing to be bound by all the terms and conditions of the Allscripts Master Agreement and this BIO-Key EULA.

2. BIO-Key Software is licensed, not sold. Title does not pass to the End User. There is no implied license, right or interest granted in any copyright, patent, trade secret, trademark, invention or other intellectual property right. End User will not copy the BIO-Key Software except as necessary to use it in accordance with the Allscripts Master Agreement and this BIO-Key EULA. End User agrees that any such copy of the BIO-Key Software shall contain the same proprietary notices, which appear on and in the original copy of the BIO-Key Software.

3. The End User only obtains a nonexclusive license to use the object code version of the BIO-Key Software in the applicable territory. The End User will not decompile, disassemble or otherwise reverse engineer the BIO-Key Software. If End User is a European Union resident, information necessary to achieve interoperability with other programs is available upon request.

4. TO THE FULL EXTENT ALLOWED BY LAW, IN NO EVENT WILL BIO-KEY OR ITS SUPPLIERS BE LIABLE FOR ANY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR PERFORMANCE OF THE BIO-KEY SOFTWARE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, BASED UPON PRINCIPLES OF CONTRACT OR, EVEN IF BIO-KEY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, BIO-KEY’S AND ITS SUPPLIERS’ CUMULATIVE LIABILITY WILL NOT EXCEED THE AMOUNT THAT BIO-KEY HAS RECEIVED FROM ALLSCRIPTS FOR CLIENT’S LICENSE OF THE SPECIFIC BIO-KEY SOFTWARE AT ISSUE AS OF THE DATE THE CAUSE OF ACCOMPLISHMENT ARISES OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

5. All technical data and computer software is commercial in nature and developed solely at private expense. The BIO-Key Software is delivered as Commercial Computer Software as defined in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Allscripts’ Master Agreement. Technical data is provided with limited rights only as provided in DFARS 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.