

License Agreement (Mac Edition)

IMPORTANT: PLEASE READ CAREFULLY.

THE USE OF THIS SOFTWARE IS SUBJECT TO THE TERMS OF THE LICENSE AGREEMENT PRINTED BELOW. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, THEN YOU SHOULD NOT USE THE SOFTWARE OR ANY PART OF THE SOFTWARE IN ANY WAY. BY USING THIS PRODUCT, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

THE AGREEMENT

This document is a legal agreement between Dynamsoft Corporation., Canada, hereafter referred to as "Dynamsoft" and the user of the software herein referred to as "You".

DEFINITIONS

"SOFTWARE" means the software known as "Dynamic Web TWAIN Mac Edition" and all its components, parts and documentation, which have been developed by Dynamsoft.

GRANT OF LIMITED LICENSE

1. EVALUATION LICENSE

Dynamsoft grants you a limited, non-exclusive, non-transferable, personal license to use the SOFTWARE for evaluation purposes only for 30 days. The license does not permit the distribution of any applications using the SOFTWARE. You may not distribute any part of the SOFTWARE.

2. WEB SERVER LICENSE

No license is required for development purpose.

Web Server License is required for web application deployment to web servers. Once licensed, the number of end users is not limited.

The SOFTWARE is licensed per domain (i.e., top-level or second-level domain) per server (i.e., physical or Virtual server). For example, you will need 2 web server

licenses to deploy the application on www.dynamsoft.com and www.dynamsoft.ca, or, on www.dynamsoft.comand www.microsoft.com.

- Production Web Servers Each production web server requires one Web Server License.
- Test Servers It is either FREE or 50% off depending on your usage scenario.
 More info
- **Failover Servers** You can enjoy 50% off the regular Web Server License.
- Cloud-based License If you deploy Application built with the SOFTWARE in cloud environment (i.e., Microsoft Azure, Amazon EC2), you will need Cloud-based License. Each cloud server instance, where you deploy a single application using the SOFTWARE, requires a license. See pricing of cloud license

RESTRICTIONS

Your product is targeted to end users. The end user application must not be another development tool designed to be used for creating other end user applications using the SOFTWARE.

A user of any end user applications may not further use parts of the SOFTWARE for software development, copying or distribution. You must enforce this in a separate agreement with the user of any end user applications.

For Evaluation License, you may use only one copy of the SOFTWARE at any time for each license. The SOFTWARE is "in-use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into the storage device of that computer. You may make a single copy of the SOFTWARE for backup purposes only.

You are not allowed to expose directly or indirectly the properties and methods of the SOFTWARE.

All rights reserved. You may not use, copy, modify, reverse engineer, decompile, disassemble, sell, transfer, hire, lend or otherwise distribute the SOFTWARE or any accompanying materials in whole or in part, except as expressly provided for in this agreement.

OWNERSHIP

Dynamsoft shall remain the owner of the SOFTWARE.

This license does not confer any ownership rights to the licensee.

WARRANTIES AND DISCLAIMERS

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY USE BY YOU OF THE SOFTWARE IS AT YOUR OWN RISK.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCE SHALL DYNAMSOFT BE RELIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM THE USING OR INABILITY TO USE DYNAMSOFT PRODUCT.

APPLICABLE LAW

This agreement shall be governed by the laws of Canada.

