

Unlimited License Agreement

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 THE TERMS OF THE AGREEMENT, 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, hereafter referred to as "You".

DEFINITIONS

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

GRANT OF UNLIMITED LICENSE

Dynamsoft hereby grants You an unlimited, non-exclusive, non-transferable license to develop with the SOFTWARE and to deploy the SOFTWARE onto an unlimited number of web servers, with the condition that the application supported by the SOFTWARE is the one specified by You when You order the SOFTWARE.

Be aware that the Unlimited License is **application specific**. A single license can only be used for the support of a single application. If You need to distribute Dynamic Web TWAIN with more than one application you will need to purchase additional licenses.

FEES

(1) Initial Payment

You shall make an initial payment, which includes the SOFTWARE license fee and the annual maintenance fee for the first year (alternatively, a 3-year maintenance fee payment can be made).

(2) Annual Maintenance Contract Renewal

As long as this Agreement remains in effect, You will need a valid annual maintenance contract for the following purposes:

- Free upgrade when new versions of the SOFTWARE become available
- Premier technical support

The annual maintenance fee is due one year after your original SOFTWARE purchase date, and will come due on that date each year thereafter.

RESTRICTIONS

Your product is targeted at end users. The end user application must not be another development tool (such as ActiveX control) that is designed for use in the creation of other end user applications using the SOFTWARE. Users of any end user applications may not further use the SOFTWARE, in whole or in part, for software development, copying or distribution. You must enforce this requirement via a separate agreement between You and users of any end user applications that utilize the SOFTWARE.

You may make a single copy of the SOFTWARE for backup purposes only. You are not allowed to directly or indirectly expose 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.

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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 PRODUCTS.

APPLICABLE LAW

This agreement shall be governed by the laws of Canada.
