Dynamic Web TWAIN License Agreement

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IMPORTANT - READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU (OR "LICENSEE") AND DYNAMSOFT CORPORATION, FOR THE DYNAMSOFT SOFTWARE AND ANY ACCOMPANYING ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT CLICK AN "AGREE" OR SIMILAR BUTTON AND DO NOT INSTALL OR USE THE SOFTWARE.

1. DEFINITIONS

- "Application" means an end user program that the Licensee develops using the Software and into which the Redistributables are incorporated, and which contain significant additional functionality over and above the functionality contained in the Software. Read what is counted as a single application to learn more.

- "End-User Computer" means any computer (Windows, macOS or Linux) operated by an end user that runs the Dynamic Web TWAIN Service.

- "Licensee" means the person or entity entering into this Agreement with Dynamsoft. Any person who is entering into this Agreement on behalf of an organizational entity represents that he or she has the authority to bind such entity.

- "Redistributables" are those runtime libraries and files intended for duplication and distribution with the Application.

- "Server" means a device or computer that has the Application deployed. Server includes the following: (i) a networked device with the Software installed that's accessible by multiple users who can independently operate the Software from another machine, (ii) a networked device with the Software running as a service that accepts connections from other machines or applications, (iii) a computer with the Software running to service the

public or multiple users, e.g. a kiosk or a scan station, and (iv) a web server with the Software deployed that accepts end user connection to run the Software on the client machines.

- "Software": The "Dynamic Web TWAIN" software and its add-ons, accompanying components, parts and documentation that have been developed by Dynamsoft. If you are using Dynamic Web TWAIN along with Dynamsoft OCR Professional add-on, the Dynamsoft OCR Professional EULA will apply at the same time.

2. GRANT OF LICENSE

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2.1 Installation and Use

You may install and use the Software only in the configuration and for the number of licenses acquired by you. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Dynamsoft may control the number and type of licenses and the use of the Software by keycode(s).

2.2 Evaluation License

An Evaluation License may be used only for quantity, type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation License will cease to function unless Licensee has purchased full license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project.

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2.3 Deployment License

A Deployment License allows copying, deployment, and distribution of the Redistributables to end users, without further distribution, as part of the Application for your internal business purposes, not for resale to external customers.

Unless otherwise stated in a duly executed agreement, annual subscription licenses will be valid for one year beginning with the license activation date. Licensee can extend licenses for additional one-year periods (each a "Renewal Term").

The Deployment Licenses is on a per Application basis with the following licensing options available:

2.3.1 Per End-User Computer License

One End-User Computer License allows access to a same-origin Application (same protocol, same host, and same port) to use the functionalities provided by the Software from one unique End-User Computer.

2.3.2 Per Server License

One Server License is required to deploy the Application to one Server. Servers apply to both physical and virtual servers and include but are not limited to production servers all of which require licensing: failover servers, development servers that are also used for testing purposes, quality assurance servers, testing servers, and staging servers. Continuous integration servers (build servers) and localhost development servers don't require additional licenses.

Per-server license is only for on-premises server deployment and is not applicable for cloud deployments. Please refer to section 2.4 below for applicable licensing if you are providing a cloud hosted/service application.

2.3.3 Per Page License

With a Per Page License, the Software can be used for processing a given number of document pages. For example, with a license for 100K pages of the scanner module of the Software, you can scan up to 100K document pages and save them to your server.

Please contact sales@dynamsoft.com if you are interested in the Per Page License option.

2.4 OEM, ASP/Service Bureau and other Deployment Licenses

Licensee must execute a separate agreement prior to making any commercial deployment of the Application to third-party end users, either directly or through distribution channels. This may happen when Licensee acts as an ISV, OEM, ASP/service bureau, or solution provider offering the Application to the public.

Applicable and additional licensing options can be discussed with sales@dynamsoft.com.

3. MAINTENANCE SERVICES AND TECHNICAL SUPPORT

Dynamsoft's annual software maintenance and technical support plan benefits are posted on Dynamsoft's website (www.dynamsoft.com) and Dynamsoft reserves the right to amend and modify its technical support policies and annual maintenance plan from time to time, at its sole discretion.

4. EFFECT OF TERMINATION

Upon the expiration of subscription licenses, all rights granted to the Licensee under this Agreement (including but not limited to, the rights to use, and/or provide access to the Software) shall terminate unless renewed, and Licensee shall immediately: (a) cease incorporating the Software into the Application; (b) cease use of the Software (in any form, including partial copies in its possession or under its control), and (c) destroy and decommission all copies of the Software.

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Your product is targeted to end users. The end-user application you develop using the Software must not be another development tool and/or SDK.

Users of end-user applications you develop using the Software may not further use the Software, in whole or in part, for software development, copying or distribution. You must enforce this restriction in a separate agreement between you and the end user of your applications.

Evaluation License holders are granted the use of only one copy of the Software per Evaluation 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.

Old license(s) will be revoked within 60 days after a license upgrade.

Dynamsoft reserves the right to change these terms and conditions at any time without prior notice.

6. OWNERSHIP

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8. ASSIGNMENT

Neither party may assign any rights or obligations arising under this Agreement, whether by operation or law or otherwise, without the prior written consent of the other party; except that Dynamsoft may assign this Agreement without your consent in connection with a merger,

acquisition, corporate reorganization, or sale of all or substantially all of its assets or shares. This Agreement shall inure to the benefit of and shall be binding on the successors and assignees of the parties.

9. CONFLICT OR INCONSISTENCY

Unless expressly agreed otherwise, in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any purchase order or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

10. APPLICABLE LAWS

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined as follows: (a) If Licensee's head office is located in the United States, in accordance with the laws of the State of Delaware, and the federal laws of the United States; or (b) If Licensee's head office is located anywhere in the world except the United States, in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein; and (c) The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) shall not apply to the Agreement. Any disputes pertaining to this Agreement requiring judicial action will only take place in the Province of British Columbia, Canada.

11. BUSINESS PRACTICES

The Licensee shall (a) comply with all applicable laws and regulations, including all import and export laws and all anti-bribery laws, (b) avoid deceptive, misleading or unethical practices, and (c) conduct business in a manner that always reflects favorably on the Dynamsoft Products and Dynamsoft's goodwill and reputation, and (d) promptly notify Dynamsoft of any complaint or adverse claim about the Software of which Licensee becomes aware.