Dynamsoft Corporation Reseller Partner Agreement

This Agreement is between Dynamsoft Corporation ("Dynamsoft") and the reseller ("Reseller") and establishes the terms and conditions for Reseller's participation in the Dynamsoft Reseller Program (the "Program"). Under the Program, Dynamsoft will provide marketing and promotional support to Reseller as specified in this Agreement related to Reseller's purchase and license of Dynamsoft products for resale.

1.   Reseller Qualification

1.1   In order to ensure adequate technical and marketing support to end users, eligibility to resell Dynamsoft products is subject to meeting authorization requirements as described in the Program Materials. These Program Materials contain a detailed description of the benefits to a Reseller of as well as the requirements of a Reseller under this program. Reseller will not sell Dynamsoft products without arranging for adequate post-sales support.

2.   Relationships

2.1.   Reseller is an independent contractor engaged in purchasing Dynamsoft products for resale to its customers. Reseller is not an agent or legal representative of Dynamsoft for any purpose, and has no authority to act for, bind or commit Dynamsoft.

2.2.   Reseller has no authority to make any commitment on behalf of Dynamsoft with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications.

Reseller has no authority to modify the warranty offered with Dynamsoft products. Reseller will indemnify Dynamsoft from liability for any modified warranty or other commitment by Reseller not specifically authorized by Dynamsoft.

2.3.   Reseller will not represent itself in any way that implies Reseller is an agent or branch of Dynamsoft. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by Dynamsoft immediately upon notice from Dynamsoft.

3.   Term, Limitations, Termination

3.1.   The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and Dynamsoft. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2.   Dynamsoft or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. Dynamsoft may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

3.4. Upon expiration, non-renewal or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse.

4. Reseller Programs

4.1. Dynamsoft's Reseller Program contains various participation levels. Dynamsoft will invite Reseller from time to time to participate in the co-operative advertising, market development and promotional programs offered by Dynamsoft as defined in the Program Materials. Reseller may, at its option, participate in such programs during the term of this Agreement. Dynamsoft reserves the right to terminate or modify such programs at any time at its sole discretion.

4.2. Reseller shall exert best efforts to market Dynamsoft products, and is able to use promotional materials supplied by Dynamsoft.

4.3. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the Dynamsoft products in general, and will have access to appropriate Dynamsoft sales and technical training.

4.4. Dynamsoft does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. Dynamsoft specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting it.

4.5. Reseller is expected and encouraged to advertise and promote the sales of Dynamsoft products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. Dynamsoft must approve all original materials that use Dynamsoft name or trademarks (aside from modifying existing Dynamsoft supplied template materials). Dynamsoft will assist Reseller in advertising and promoting Dynamsoft products in accordance with Dynamsoft policy.

5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL DYNAMSOFT BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

6. Use of Dynamsoft Trademarks

6.1. Reseller acknowledges the following:

(a) Dynamsoft owns all right, title and interest in the Dynamsoft names and logotypes.

(b) Dynamsoft is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.

(c) Reseller will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with Dynamsoft.

6.2. During the term of this Agreement, Reseller may indicate to the trade and to the public that it is an Authorized Reseller of the Dynamsoft products. Reseller may also use the Dynamsoft trademarks and trade names to promote and solicit sales or licensing of Dynamsoft products if done so in strict accordance with Dynamsoft guidelines. Reseller will not adopt or use such trademarks or tradenames, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of the Dynamsoft and Dynamsoft names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a reseller of the Dynamsoft products.

7. Product Warranty

7.1. The warranty terms and conditions will be as specified in the License Agreement of the software.

7.2. DYNAMSOFT'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Software

8.1 The software license terms will be specified in the License Agreement of the software.

9. Proprietary Information

9.1 Dynamsoft and Reseller shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to Dynamsoft. Reseller shall not have any right to manufacture Dynamsoft products.

10. Trade Controls

Reseller understands that the Dynamsoft products may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the Reseller's Territory, and any other country or governmental body having jurisdiction over the Dynamsoft products or the parties to this Agreement ("Trade Control

Laws"). Reseller will take all steps necessary to comply with all applicable Trade Control Laws, and represents and warrants that it has implemented robust policies and procedures to comply with all applicable Trade Control Laws.

Reseller represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a restricted persons list issued by Canada or any other country or governmental body having jurisdiction over Dynamsoft products or parties to this Agreement (the "Restricted Persons List"). Reseller represents and warrants that it will screen the name of intended recipients of the Dynamsoft products against applicable Restricted Persons Lists before providing Dynamsoft products to the intended recipient, and will not provide the Dynamsoft products to the intended recipient if the intended recipient appears to be listed on any applicable Restricted Persons List, unless otherwise authorized in writing by Dynamsoft.

Reseller shall not sell, export, re-export, import, transfer, transship, or otherwise provide Dynamsoft products: (i) to anyone in a country, territory, or region that is subject to Canada's Area Control List or comprehensive Canadian economic sanctions, including North Korea, Syria or the Crimea Region of Ukraine; (ii) to any person listed on any Restricted Persons List; or (iii) for (a) military application, wherever located; (b) the research on, or the development, production, delivery, maintenance, or dissemination of: chemical, biological, or nuclear weapons, unmanned air vehicles, or missiles, or nuclear explosive activities, unsafeguarded nuclear activities, or nuclear fuel cycle activities, wherever located; or (c) or in support of, exploration for, or production of, oil or gas in Russian deep water (greater than 500 feet), Arctic offshore locations, or shale formations in Russia or in maritime areas claimed by Russia and extending from its territory.

11. **Compliance with Laws**

Reseller agrees to comply with all laws and regulations that are applicable to the business that Reseller transacts. Reseller agrees to indemnify and hold Dynamsoft harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

12. **Government Contract Conditions**

In the event that Reseller elects to sell Dynamsoft products or services to the U.S. Government, Reseller does so solely at its own option and risk, and agrees not to obligate Dynamsoft as a subcontractor or otherwise to the U.S. Government. Reseller remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. Dynamsoft makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

13. **Miscellaneous**

Notices under this Agreement must be sent by telegram, telecopy, registered or certified mail to the appropriate party at its location stated on the first

page of this Agreement (or to a new address if the other has been properly notified of the change).

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. British Columbia, Canada law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". Dynamsoft and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.