

## Dynamic .NET TWAIN License Agreement

Revision date: 20/09/2016

- **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". By accepting this agreement, you give us permission to use your company name and logo on Dynamsoft website and in marketing materials.

- **DEFINITIONS**

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

"Application" means an end user program which Licensee develops using the SOFTWARE and into which the Redistributables are incorporated, and which contains significant additional functionality over and above the functionality contained in the SOFTWARE. Read [what is counted as a single application](#) to learn more.

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

- GRANT OF LIMITED LICENSE

1. EVALUATION LICENSE

Dynamsoft grants you a limited, non-exclusive, non-transferable (with an exception; see below), 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. PER-DEVELOPER LICENSE

Dynamsoft grants you a limited, non-exclusive, non-transferable (with an exception; see below) license to use the SOFTWARE and the accompanying materials for the purpose of development of one Application by a single named developer.

With Per-Developer License, only one named developer can use the SOFTWARE for development purpose. Licenses are non-transferable (with an exception; see below) between developers. Therefore, if a company has "x" developers who will use the SOFTWARE, the company requires "x" Per-Developer licenses purchased. The same provision applies if, for example, the developers will not be working with the SOFTWARE at the same time.

Non-transferable: a PER-Developer license can be transferred to another developer of the same organization, only if the licensee is no longer working for the organization.

3. UNLIMITED DEVELOPER LICENSE

Dynamsoft grants you a limited, non-exclusive, non-transferable license to use the SOFTWARE and the accompanying materials for the purpose of development of one Application by an unlimited number of developers, by a single company as designated at the time of purchase. Additional licensing is required to install or use the SOFTWARE by developers at other companies. You must not make the SOFTWARE available through any server or file sharing apparatus for use on more computers or by more users than is set out in this clause.

- Desktop Distribution Licensing

If all of the Dynamic .NET TWAIN functionality in the application is being used on the client machines, you can distribute the application developed with Dynamic .NET TWAIN Royalty Free.

- RESTRICTIONS

You must NOT distribute the "DynamicDotNetTwain.lic" file under any circumstances.

Your product is targeted to end users. The end user application must not be another development tool (such as ActiveX control) 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 and Developer 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 license.

- 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 LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM THE USING OR INABILITY TO USE DYNAMSOFT PRODUCT.

- APPLICABLE LAWS

This agreement shall be governed by the laws of Canada.