

Dynamic Web TWAIN License Agreement

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- **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, 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": The "Dynamic Web TWAIN" software and its add-ons, accompanying components, parts and documentation that have been developed by Dynamsoft. Such add-ons include a "Barcode Reader" add-on, an "OCR Pro" add-on, a "PDF Rasterizer" add-on, and a "Webcam Capture" add-on.

"Application": The web application which incorporates the Dynamsoft Software. Read [what is counted as a single application](#) to learn more.

"Server": A computer on which the Application or a portion of the Application is either installed or run that provides data that is generated by the Software to one or more other computers on a network.

- 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 for 30 days. An Evaluation License does NOT grant you the right to distribute the Software.

2. Server License

The Software can be licensed on a per Server per Application basis.

A Server License is required to deploy one Application that uses the SOFTWARE to one Server. Once a Server License has been purchased, unlimited desktops are permitted to access the Application.

Types of Server License:

- Production Server License - Each production Server requires a Production Server License. A Server is considered production when individuals, either inside or outside the organization, use the Software for any reason beyond development, evaluation and acceptance testing (meaning a review of the application before it is put into general use). Failover (for backup or disaster-recovery to a production environment) and standby servers are considered as production web servers.
- Non-Production Server License - Each non-production Server requires a Non-production Server License. Development servers, quality assurance servers, testing servers, and staging servers are all considered non-production servers. The price of a Non-Production Server License is 50% off the price of a Production Server License.

Server Licenses are not transferable between two Servers except as follows:

- License is used for the same Application; and
- The two Servers belong to the same company or organization; and
- License is not used on two servers concurrently.

3. Yearly License

The Software can also be licensed on a per Application per year basis. With a Yearly License, You can deploy one Application to unlimited number of Servers within the coverage period.

Renewal: The Yearly License will be valid for one year following the license order date. Thereafter, You can extend the validity of the Yearly License additional one year periods (each a "Renewal Term").

Effect of Termination: Upon the expiration of Yearly License, all rights of You granted under this agreement (including but not limited to, the rights to use, resell, distribute, sublicense and/or provide access to the Software) shall terminate, and, You 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 all copies of the Software.

More flexible licensing options can be discussed with sales@dynamsoft.com.

- **OBLIGATIONS**

You will enter into enforceable written agreements with users of Application which obligate compliance with substantially the same obligations as You have to Dynamsoft under this agreement.

- **RESTRICTIONS**

You must NOT distribute the DynamicWebTwain.lic file under any circumstances.

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

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when it is loaded into temporary memory (i.e. RAM) or installed into the storage device of that computer.

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This agreement shall be governed by the laws of Canada.