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.

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

"Server": A computer or virtual machine 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、Deployment Licensing

Dynamsoft provides flexible licensing for the Software. You can choose the most suitable license model for your Application.

2.1 Per Server License

By default, the Software is 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.

There are two pricing options for you to choose from:

1) Perpetual licensing

2) Yearly licensing

Servers apply to both physical and virtual servers, and include but not limited to:

1) Production servers,

2) Failover (for backup or disaster-recovery to a production environment) and standby servers,

3) Development servers,

4) Quality assurance servers,

5) Testing servers,

6) Staging servers

Server Licenses are not transferable between two Servers except when the following requirements are all met:

1) License is used for the same Application; and

2) The two servers belong to the same company or organization; and

3) License is not deployed on two servers concurrently.

2.2 Per Named User

The Software can be licensed on a per-Named User per-Application basis. One Named User License allows access to the Application by one named user. Named User Licenses are not transferrable. They can be either perpetual or annual.

Named User licensing is ideal for environments that have a low user density per server.

2.3 Unlimited Deployment 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 period (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.

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.

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You may make a single copy of the Software for backup purposes only.

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APPLICABLE LAWS

This agreement shall be governed by the laws of Canada.