

LEADTOOLS Software License Agreement

IMPORTANT

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As used herein, the following terms, when capitalized, will have the following meanings:

“LEAD SDK” means all material, including Redistributables and Development Resources, comprising any LEADTOOLS® developer toolkit products, including: LEADTOOLS Imaging, LEADTOOLS Barcode, LEADTOOLS PDF, LEADTOOLS Document, LEADTOOLS Document Plus, LEADTOOLS Recognition, LEADTOOLS Edit, LEADTOOLS Document Suite, LEADTOOLS Medical, LEADTOOLS Medical Suite, LEADTOOLS Multimedia, LEADTOOLS Multimedia Suite, LEADTOOLS Advanced PDF Module, and LEADTOOLS Streaming Module. LEAD SDK also includes any and all full and partial evaluation or demonstration versions of the LEADTOOLS developer toolkit products, including without limitation, evaluation versions that are available on Nuget.org, GitHub.com, and similar public-facing sites used for distribution of development components. This Agreement also applies to any updates or supplements to the LEAD SDK(s) provided by LEAD, unless LEAD provides new license terms and conditions with the update or supplement.

“Licensee” means the person or entity entering into this Agreement with LEAD. 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 to the terms of this Agreement.

“End User Software” means an end user program which Licensee develops using a LEAD SDK and into which one or more of the Redistributables are incorporated, and which contains significant additional functionality over and above the functionality contained in the LEAD SDK.

“Redistributables” are those runtime libraries and files intended for duplication and distribution with the End User Software. The Redistributables are identified in the Development Resources under the topic “Files to be Included with Your Application”.

“Development Resources” means programming and other materials included with the LEAD SDKs such as user manuals, on-line help files, tutorials, videos, sample source code examples, demo programs, and other tools designed to facilitate developing End User Software with a LEAD SDK.

“Development License” means the license granted pursuant to section 2 below allowing Licensee to use a LEAD SDK to develop End User Software by integrating the Redistributables into End User Software.

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“Internal Deployments” are distributions or other dispositions of the End User Software for use by Licensee’s employees and contractors only. Examples of Internal Deployments include (i) installation of the End User Software on hardware devices owned or controlled by Licensee and used by Licensee’s employees and contractors and (ii) installation of the End User Software on machines hosted by third-party “cloud” providers or in third party data centers for use by Licensee’s employees and contractors. If Licensee is a consultant, systems integrator or similar contracting entity using the LEAD SDK to develop End User Software as a work for hire on behalf of a third-party customer, and the End User Software is for internal use by the third-party customer, this would be an example of an Internal Deployment and would not be considered to be a Commercial Deployment for purposes hereof.

“Hosted Service Deployment” is a type of Deployment where Licensee is hosting End User Software on Licensee’s machines (or on third-party “cloud” providers’ machines) for consumption or commercial use by customers, vendors, and other third parties. Examples of a “Hosted Service Deployment” include End User Software operated by a service bureau, application service provider, software as a service (SaaS), outsource facility, and any public-facing End User Software hosted by Licensee (on premises or via a third-party “cloud provider) accessible by customers and/or third parties via the internet or other network. If Licensee is a consultant, systems integrator or similar contracting entity using the LEAD

SDK to develop End User Software as a work for hire on behalf of a third-party customer and the End User Software is to be hosted by the third-party customer for consumption or commercial use by the customer's customers, vendors and/or other third parties, this would be an example of a Hosted Service Deployment and would not be considered to be a Commercial Deployment for purposes hereof.

“Single User Deployment” means installation of the End User Software by Licensee and/or its customer on a stand-alone PC, workstation, mobile device, or other hardware for use by a single named user. End User Software that is deployed as Single User is intended for interactive use by the named end user and has a GUI requiring the user to control the application by mouse, keyboard, touch-screen, or similar means. A Single User Deployment is also applicable where End User Software is distributed to client machines through a deployment server or other network device via a CAB file or similar mechanism and installed on the client machine. Single User Deployments are commonly referred to as desktop licenses, client licenses, stand-alone licenses, app licenses and user licenses.

“Concurrent Deployment” means Licensee has built a reasonable method of concurrency into the End User Software so that, although installed on multiple PCs for single user usage, only a limited number of users are technically permitted to use the End User Software at the same time. For example, if the End User Software is installed on one hundred (100) PCs, but only ten (10) users may be logged in to use the End User Software at the same time, licensing for ten (10) Concurrent Deployments would be required instead of 100 Single User Deployment licenses. The fact that a server application is “queuing” jobs sent to it, and processing one job at a time, is not considered concurrency for purposes hereof. This type of deployment would be a Server Deployment. A Concurrent Deployment also occurs if Licensee issues client licenses on a subscription type model and wishes to recapture client licenses that are no longer subscribed and assign such licenses to another user. Concurrent licenses are also commonly referred to as floating licenses.

“Server Deployment” includes the following: (i) End User Software installed on a networked device accessible by one or more persons who can independently operate the End User Software from another machine, (ii) End User Software installed on a networked device running as a service that accepts connections from other machines or applications (for example, a headless process to watch a folder or other data sources for work originating from other machines), and (iii) End User Software deployed to a browser from a webserver, such as an HTML5/ JavaScript based application, where the End User Software is not installed on the client machine but is in use by the client machine when the user is connected to the webserver.

“Multi-User Deployment” means a computer installation designed to service the public or multiple un-named users, and not a single named user or set of concurrent named users, such as a kiosk or a scan station.

“Deployment License Fee” means the required payment by Licensee to LEAD for each Deployment of End User Software made by Licensee.

“Consumption-based Deployment” means, in connection with either an Internal Deployment or a Hosted Service Deployment, a deployment method whereby the Deployment License Fee is based on the number of transactions processed by the End User Software rather than the number of single user PCs or servers on which the End User Software is installed.

2. GRANT OF DEVELOPMENT LICENSE

For each Development License of the LEAD SDK purchased by Licensee, LEAD grants Licensee a non-exclusive, non-transferable, non-sublicensable worldwide license for one (1) named programmer to install the applicable LEAD SDK on a personal computer and use the LEAD SDK, including the Development Resources, for the sole purpose of development of End User Software. Licensee may install the LEAD SDK on one additional development computer, such as a laptop computer, for use by Licensee's named programmer when such person's primary development computer is not available. Licensee may also install the LEAD SDK on up to two (2) additional "build" machines in use by other developers, provided that the other developers are not programming with the LEAD SDK. Only one (1) named programmer is permitted to program using the LEAD SDK for each Development License purchased by Licensee. Additional Development Licenses (including licenses for additional named programmers and/or additional build machines), may be procured at discounted pricing by contacting LEAD's sales department. The license granted hereunder applies only to the designated version of the accompanying LEAD SDK. If the LEAD SDK is an upgrade, it, and the product that was upgraded constitutes a single license of the LEAD SDK for purposes hereof, and the new version and product that was upgraded may only be used by the same named programmer.

3. GRANT OF DEPLOYMENT LICENSE

LEAD grants Licensee a non-exclusive, non-transferable, worldwide, license to reproduce (and have reproduced) exact copies of the Redistributables and include such files in the End User Software, and to make Internal Deployments, Hosted Service Deployments, and Commercial Deployments of the End User Software, to end users for their use, without further distribution, subject to the following terms and conditions:

(a) Deployment License Application Process. Licensee will apply for a Deployment License by completing a Deployment License Application form ("DLA") which, among other things, will identify whether Licensee's End User Software is for Internal Deployment, Hosted Service Deployment, or Commercial Deployment and the type and manner of deployment (e.g., Single User, Concurrent, Multi-User, Server Consumption-Based Deployment and/or such other deployment method(s) approved by LEAD).

(b) Deployment License Grants for Internal Deployments. For all LEAD SDKs, Licensee must pay a Deployment License Fee for each Internal Deployment made by Licensee, including Single User Deployment, Concurrent Deployment, Server Deployment, Multi-User Deployment, Consumption-based Deployment and/or such other deployment method(s) approved by LEAD. Based on the information provided in Licensee's DLA, LEAD will provide Licensee a firm Deployment License Fee quotation for the number and type of Deployment Licenses for Internal Deployments being acquired by Licensee. Upon payment of the required Deployment License fees, LEAD will issue Licensee an invoice/statement evidencing the number, type and duration of Deployment Licenses granted to Licensee for Internal Deployment. No Deployment License is granted until such time as Licensee has purchased the applicable Deployment License.

(c) Deployment License Grants for Commercial Deployments and Hosted Service Deployments. For all LEAD SDKs, Licensee must execute a Commercial Deployment

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(d) *Deployment Files*. License files, developer keys or similar items (“Deployment Files”) are required to be included with the End User Software when deployed. Without the appropriate Deployment Files, the Redistributables will not function. For Internal Deployments, LEAD will provide Licensee its Deployment Files when Licensee has completed the Deployment License Application form and purchased its required Deployment License(s). For Commercial Deployments and Hosted Service Deployments, LEAD will provide Licensee its Deployment Files when Licensee has executed the applicable Commercial Deployment License agreement or Hosted Service Deployment agreement. Unique domain-specific Deployment Files will be created and provided to Licensee when Licensee wishes to deploy LEAD’s HTML5/JavaScript components with its End User Software.

(e) *Record Keeping and Reporting*. During the term of this Agreement and for at least one (1) year thereafter, Licensee agrees to maintain full, clear and accurate records regarding its use of the LEAD SDK and the Deployment of the End User Software and will promptly respond to inquiries from LEAD’s license compliance department, including responding to an annual deployment activity report. Additional reporting requirements for Commercial Deployments are contained in the Commercial Deployment License agreement and for Hosted Deployments are contained in the Hosted Service Deployment License agreement. LEAD shall have the right, no more than once during any calendar year, to have an independent certified public accountant or other disinterested third party inspect the relevant records of Licensee on thirty (30) days’ notice and during regular business hours to verify the reports and payments required to be made hereunder. Should an underpayment in excess of five percent (5%) be discovered, Licensee will pay the cost of the audit in addition to paying the deficient fees.

(f) *Duration of Deployment Licenses*. Unless otherwise stated on an invoice/statement provided by LEAD upon license purchase, Deployment Licenses for Internal Deployments and Hosted Service Deployments are valid for one (1) year and Licensee may renew the license(s) on an annual basis by paying the then applicable Deployment License Fee presented by LEAD for as long as Licensee is using the End User Software. If a Deployment License(s) is not renewed, the Deployment License is terminated, and Licensee will be required to execute a license termination form confirming that the End User Software is no longer in use. Deployment Licenses for Commercial Deployments will have the duration set forth in the applicable Commercial Deployment License agreement executed by LEAD and Licensee.

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If Licensee is a consultant, systems integrator or similar contracting entity and is licensing the LEAD SDK to develop End User Software on behalf of a customer as a work for hire, Licensee will enter into a written agreement with its customer with such terms as are necessary to comply with the Deployment License obligations described in Section 3 hereof,

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Licensee will pay all LEAD invoices when due. If Licensee is more than 30 days past due on any invoice, Licensee agrees to pay finance charges equal to one and a half percent (1.5%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices until paid in full. All license fees and other amounts due to LEAD are denominated and will be paid in United States Dollars and are exclusive of any and all applicable taxes. Licensee is responsible for paying any sales, use, value added, or other taxes and tariffs (other than federal and state taxes levied on LEAD's income) in connection with the licenses granted hereby. LEAD's willingness to grant the licenses contained herein is expressly limited to the terms and conditions herein and LEAD hereby objects to any additional, contrary, or different terms contained in any purchase order, all of which are deemed rejected by LEAD and none of which will modify this Agreement or be binding on the parties unless such terms have been approved in a signed writing by both parties.

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The LEAD SDK is a “Commercial Item,” as such term is defined by FAR 2.101 (48 C.F.R. 2.101) and is “commercial computer software” and “commercial computer software documentation” as specified under FAR 12.212 (48 C.F.R. 12.212) or DFARS 227.7202 (48 C.F.R. 227.7202), as applicable. This commercial computer software and related documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other ends users pursuant to the terms and conditions herein. Use for or on behalf of the U.S. Government is permitted only if the party acquiring or using this software is properly authorized by an appropriate U.S. Government official. This use by or for the U.S. Government clause is in lieu of, and supersedes, any other FAR, DFARS, or other provision that addresses Government rights in the computer software or documentation covered by this license.

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12. EXCLUSION OF WARRANTIES

LICENSEE HAS HAD FULL OPPORTUNITY TO EVALUATE AND TEST THE LEAD SDK TO DETERMINE IF IT MEETS LICENSEE’S REQUIREMENTS. ACCORDINGLY,

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(b) *Licensee Indemnity.* Licensee agrees to indemnify and hold LEAD harmless from and against any and all costs, losses, liabilities or expenses (including reasonable legal fees) arising out of third party claims against LEAD: (A) to the extent based on any alleged infringement of intellectual property rights caused by Licensee’s bundling of the LEAD SDK with their End User Software; or (B) in connection with any act or omission of Licensee including, without limitation, claims related to Licensee’s development, promotion, distribution and/or use of the End User Software (but excluding, for greater certainty, in the case of both subsections (a) and (b) any claims or costs to the extent based upon or relating to (i) matters for which LEAD is obligated hereunder to indemnify Licensee, or (ii) LEAD’s wrongful or negligent acts).

(c) *Indemnification Procedure.* The party seeking indemnity under this Agreement (the “Indemnified Party”) will (A) promptly give written notice to the other party subject to the indemnity obligations (the “Indemnifying Party”) of any claim for which indemnity is sought

(provided that failure to promptly give notice will not relieve the Indemnifying Party of its indemnification obligation, except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure); and (B) allow the Indemnifying Party to control the defense or settlement of the claim, and provide all reasonable assistance in connection therewith, at the Indemnifying Party's request and expense. The Indemnified Party may participate in the defense or settlement of any such claim at its own expense. The Indemnifying Party agrees that it will not settle any claim in a manner which would impose any obligation on the Indemnified Party or restrict the Indemnified Party's right, title or interest, including all intellectual property rights in the Indemnified Party's products or services, without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

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technical information or other submissions regarding the LEAD SDK, including feature requests and product suggestions, provided by Licensee to LEAD. Licensee agrees that LEAD is not responsible for providing technical support to Licensee's customers or other end users of the End User Software.

17. ORDERS THROUGH RESELLERS

This Section applies only if Licensee purchases the Software through an authorized partner or reseller of LEAD (“**Reseller**”). If this section is applicable: (a) Licensee's order details (e.g. number, type and duration of license, etc.) will be as set out in the statement, order form or other such sales document issued by LEAD in connection with the order placed by Reseller on Licensee's behalf (the correctness of any such order details as conveyed to the Licensee are the sole responsibility of the Reseller); (b) in lieu of paying fees to LEAD, Licensee will pay fees to Reseller as agreed between Licensee and the Reseller. If LEAD does not receive such corresponding payment from Reseller, LEAD shall have the right to suspend or terminate Licensee's rights to use the LEAD SDK; (c) for the purposes of determining the liability cap in any limitation of liability based on the amount paid under this Agreement, the amount paid or payable by the Reseller to LEAD for Licensee's use of the applicable Software under this Agreement will be deemed to be the amount actually paid or payable by Licensee to LEAD under this Agreement; and (d) Resellers are not permitted to amend this Agreement or make any assurances or promises on LEAD's behalf, and LEAD is not bound by any obligations to Licensee other than as set forth in this Agreement.

18. GENERAL

This Agreement shall be interpreted, construed, and enforced according to the laws of the State of North Carolina, without resort to the choice of law provisions thereof. In the event of any suit arising from or relating to this Agreement, the parties agree that federal and state courts located in Mecklenburg County, North Carolina will have exclusive jurisdiction over such suit and Licensee hereby irrevocably submits itself for the jurisdiction and venue of such state and federal courts for such suits. This Agreement, the invoice/statements issued by LEAD setting forth the number, type and duration of Deployment Licenses granted to Licensee, and the Commercial Deployment License agreement or Hosted Service License Agreement, as applicable, constitutes the entire agreement and understanding of the parties regarding the subject matter therein and may be modified only in writing signed by both parties. No salesman, support agent or other LEAD employee or any LEAD reseller has any authority to obligate LEAD by any terms, stipulations, or conditions not expressed in the Agreement. All previous representations and agreements, if any, either verbal or written, referring to the subject matter of this Agreement are void. If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of the Agreement will continue to be fully enforceable and valid. The provisions in Sections 3(e), 7-10, 12-14, 17-19, and the confidentiality provisions in Section 4 shall survive the termination or expiration of this Agreement. This Agreement, and the rights hereunder, may not be assigned by Licensee, whether by oral or written assignment, sale of assets, merger, consolidation, or otherwise, without the express written consent of LEAD. LEAD may assign this Agreement in its sole discretion. Portions of the LEAD SDK are protected by copyright and other proprietary rights of third-party LEAD SDK vendors, who shall be deemed to be intended third party beneficiaries of this

Agreement. Licensee may be held directly responsible by third-party vendors for acts relating to the LEAD SDK which are not authorized by this Agreement.

19. OFFICIAL LANGUAGE OF AGREEMENT

The original text of this Agreement, as well as the documents referenced herein, has been written in the English language, and for convenience, may be translated to other native languages (Japanese, for example). The text written in English and the provisions of the English version of this Agreement shall be the official contract between the parties, and in the event of an ambiguity or conflict between the terms of the English version and any translated version, the English version shall be controlling.