

LICENSE AGREEMENT

Revision date: 8/30/2022

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"**Application**" means an end user program that the 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.

"**Browser Client**" means a unique browser of a desktop computer or mobile device that accesses the Software from one origin (i.e., same protocol, port and hostname).

"**Device**" is defined as a unique client-side hardware device (e.g., a mobile phone or a desktop PC) that accesses the Software.

"**Licensee**" means the person or entity entering into this Agreement with Dynamsoft. 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.

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

"**Server**" is defined as a computer configured with the intention of multiple users accessing it as a service, or as a background service running as an automated process. The computer has Software loaded into its RAM.

"Software": The "Dynamsoft Barcode Reader" software and all accompanying components, parts, and documentation that have been developed by Dynamsoft.

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The Deployment Licenses is on a per Application basis with the following licensing options available:

(a) Per Barcode Scan License

With a Per Barcode Scan License, the Software can be used for a given number of unique barcode scans. For example, if the Software is used to scan an image with four unique barcodes, it will be counted as four scans. When continuously scanning barcodes from a video stream, duplicated codes will be counted as one scan.

(b) Per Device/Browser Client License

Once a Device/Browser Client uses the Software, it would consume a license seat. Corresponding to the license option – Daily, Monthly, or Quarterly Active Device/Browser Client - chosen, a Device/Browser Client that has not accessed any functionality of the Software for a consecutive one-day, one-month, or one-quarter period is considered inactive. The license seat consumed by an inactive Device/Browser Client will be automatically released and available for use by any other Device/Browser Client.

When you reach the limit of the granted number of license seats, Dynamsoft offers an additional 10% of your license allowance for emergency use. Once running out of the additional allowance, no new client devices/browsers can access and use the Software until there are available license seats again. Please note that running out of your allowance wouldn't impact any client device/browser that has already been licensed.

(c) Per Concurrent Instance License

An instance is a barcode reader object of the Software. Once an instance of the Software decodes barcode images, it would consume a license seat for three minutes.

With N Concurrent Instance Licenses, you can have up to N instances of the Software running for barcode reading simultaneously.

Exceeding the granted number of license seats for limited time may not cause additional costs. For more details on this licensing option, please contact sales@dynamsoft.com.

(d) Per Server License

Per Server License is available for on-premises server deployment of the Application. For each production, staging, testing, or development server that runs the Software, a one-server license seat is required.

For cloud deployment, please contact sales@dynamsoft.com for more flexible options.

(e) Per Application License

Per Application license option that allows unlimited distributions of an Application is available as well. For more info about this license option, please send your detailed project requirements to sales@dynamsoft.com for a quote.

(f) Other Deployment Licenses

Custom deployment license options are available upon request. Please inquire sales@dynamsoft.com.

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Licensee must execute a separate agreement prior to making any commercial deployment of the Application to third-party end users, either directly or through distribution channels. This may happen when Licensee acts as an ISV, OEM, ASP/service bureau, or solution provider offering the Application to the public.

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Unless expressly agreed otherwise, in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any purchase order or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9. APPLICABLE LAWS

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined as follows: (a) If Licensee's head office is located in the United States, in accordance with the laws of the State of Delaware, and the federal laws of the United States; or (b) If Licensee's head office is located anywhere in the world except the United States, in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein; and (c) The *United Nations Convention on Contracts for the International Sale of Goods* and any conflicts of law principles and the *Uniform Computer Information Transactions Act* (where enacted) shall not apply to the Agreement. Any disputes pertaining to this Agreement requiring judicial action will only take place in the Province of British Columbia, Canada.

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