

**DYNAMSOFT CORPORATION
OEM LIGHT LICENSE AGREEMENT**

This OEM Light License Agreement ("**Agreement**") is a legal agreement between Dynamsoft Corporation ("Dynamsoft") and an original equipment manufacturer ("OEM") that wishes to obtain the right to market and sublicense certain of Dynamsoft's software products to end users in combination with OEM's own products. If you are an End User, then only Dynamsoft's End User License Agreement applies to you.

1. DEFINITIONS

1.1 In addition to any terms defined and elsewhere in this Agreement, capitalized terms used in this Agreement are defined in Exhibit A.

2. GRANT OF RIGHTS

2.1 **Grant of License.** Subject to the terms of this Agreement, Dynamsoft hereby grants OEM a nonexclusive, nontransferable, worldwide (except where prohibited by law), limited license to reproduce, market, distribute and sublicense the Dynamsoft Products to OEM's End Users only as part of the Bundled Products.

2.2 **End-User License.** The End User Licenses for Dynamsoft Products and Bundled Products shall permit the End User's use of the Dynamsoft Products only with the OEM Products, with data access limited to data created or used by the OEM Products. OEM shall cause all distributors and resellers to whom it licenses Dynamsoft Products to distribute and resell them only as Bundled Products.

3. GENERAL OBLIGATIONS OF OEM

3.1 **End User Licenses.** As to each Dynamsoft Product which OEM distributes or sublicenses to an end-user customer (the "**End User**"), OEM shall secure the End User's consent to an End User License which provides that the End User shall use the Dynamsoft Product only under license terms which are substantially the same as Dynamsoft's end-user license agreement accompanying the applicable Dynamsoft Product (the "**Dynamsoft EULA**").

3.2 **Dynamsoft Trademarks.** Subject to the terms of this Agreement, Dynamsoft hereby grants OEM a non-exclusive, nontransferable, worldwide (except where prohibited by law), limited license to use the Trademarks in OEM's marketing, advertising and collateral materials, and on screen shots and the "help-about" box for the Bundled Products. OEM may use the Trademarks solely to identify the Dynamsoft Products, identify itself as an authorized distributor of Dynamsoft products and to promote the distribution of the Dynamsoft Products with or as part of Bundled Products, or on a stand-alone basis to existing registered End-Users. OEM shall not remove, delete or in any manner alter the Trademarks or other intellectual property rights notices of Dynamsoft and Dynamsoft's suppliers, if any, appearing on the Dynamsoft Products as delivered to OEM. As a condition of the license granted to OEM hereunder, OEM shall reproduce and display such Trademarks and notices on each copy of the Dynamsoft Products. OEM may not re-brand or private-label the Dynamsoft Products except that: (a) OEM may market the Bundled Products under its own marks, and (b) if OEM adopts and uses its own marks to identify the Bundled Products, it shall state in the documentation or "help-about" box (or other similar location where third-party technology is identified) that

the Dynamsoft Products are the technology of Dynamsoft. All use of the Trademarks shall be subject to Dynamsoft's then-current Trademark usage guidelines. Upon Dynamsoft's request, OEM's advertising, marketing or promotional materials in which a Trademark is used shall be submitted to Dynamsoft for its prior written approval, which approval shall not be unreasonably withheld.

3.3 **OEM's Business Practices.** OEM shall (a) comply with all applicable laws and regulations, including all import and export laws and all anti-bribery laws, (b) avoid deceptive, misleading or unethical practices, and (c) conduct business in a manner that reflects favorably at all times on the Dynamsoft Products and Dynamsoft's goodwill and reputation.

3.4 **Distributor and Reseller Channels.** OEM may sublicense the Bundled Products to its distributors and resellers for further distribution and resale provided that OEM will ensure that anyone it authorizes to distribute or resell the Dynamsoft Products does so only in compliance with, and pursuant to terms at least as protective of Dynamsoft as the terms of this Agreement.

4. PAYMENT

4.1 **Taxes.** All amounts payable hereunder are exclusive of all sales, use, value-added, withholding and other taxes and duties.

5. REPORTS

5.1 **Reports.** If applicable, within twenty (20) days after the close of each quarter OEM will deliver to Dynamsoft a report which will provide all information reasonably required by Dynamsoft for computation and/or confirmation of the fees, if any, due or credited to Dynamsoft for such month, including without limitation: the number and type of licenses for each Dynamsoft Product.

6. SUPPORT AND MAINTENANCE

6.1 **Customer Support by OEM.** OEM will be responsible for providing direct first level technical support (answering product use questions, diagnosing problems, and using reasonable efforts to resolve problems before contacting Dynamsoft for help) for OEM's customers, distributors and resellers. Dynamsoft doesn't engage directly with OEM's end customers.

7. WARRANTIES AND DISCLAIMER

7.1 **Limited Warranties.** For thirty (30) days following the delivery of the production key code to OEM, (the "**Warranty Period**"), Dynamsoft warrants that the Dynamsoft Products, when used in the specified operating environment, will perform substantially in accordance with the associated documentation. In the event the Dynamsoft Products fail to conform to such warranty, as OEM's sole and exclusive remedy for such failure, Dynamsoft will, at its expense, either (a) repair or replace such Dynamsoft Products, or (b) refund the fees paid by OEM for the nonconforming item, provided in each case that OEM provides Dynamsoft with written notice of the warranty nonconformity within the Warranty Period and, if requested by Dynamsoft, the nonconforming item is destroyed.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7.1 ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DYNAMSOFT AND ITS SUPPLIERS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. DYNAMSOFT DOES NOT WARRANT THAT USE OF THE DYNAMSOFT PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 **Ownership.** Subject to the rights expressly granted OEM under this Agreement, Dynamsoft and its licensors reserve all rights, title and interests in, and retain all ownership and intellectual property rights to, the Trademarks and the Dynamsoft Products and documentation.

8.2 **Trademarks.** Dynamsoft shall have the sole and exclusive right to enforce the Trademarks. OEM shall reasonably cooperate with Dynamsoft, at Dynamsoft's expense, in the enforcement of the Trademarks, and shall promptly advise Dynamsoft of the use of any mark infringing any of the Trademarks of which it becomes aware. Dynamsoft shall not be liable to OEM for any loss or damage suffered by OEM as a result of the use of the Trademarks, any litigation or proceeding involving the Trademarks, or any failure by Dynamsoft to enforce the Trademarks.

8.3 **Modifications.** OEM shall not copy the Dynamsoft Products except as expressly permitted in this Agreement. OEM shall not modify, adapt, enhance, localize, translate, or make derivative works of the Dynamsoft Products, except as necessary to configure and customize the Dynamsoft Products using the menus, options and tools provided for such purposes and contained in the Dynamsoft Products. In no event shall OEM remove or alter the Dynamsoft EULA (except as permitted by Section 3.1) or the provision for an electronic registration capture screen which may appear when any End User first installs or accesses the Dynamsoft Products. Any and all copies, modifications, adaptations, enhancements, localizations, translations and derivative works of the Dynamsoft Products ("**Modifications**") are the sole property of Dynamsoft, and OEM agrees to and hereby does irrevocably assign all rights in any Modifications (and irrevocably waives all moral rights it may have therein) to Dynamsoft. The foregoing shall not be interpreted to grant Dynamsoft any rights in the OEM Products.

8.4 **Usage Restrictions.** OEM will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease access to and use of the Dynamsoft Products or include access to or use of the Dynamsoft Products in a service bureau (unless ASP license grant is given explicitly) or outsourcing offering; (b) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the Dynamsoft Products source code, in whole or in part; or (c) bypass or breach any security device or protection used by the Dynamsoft Products.

8.5 Confidential Information.

(a) During the term of this Agreement, the receiving party shall maintain the Confidential Information of the disclosing party in confidence using reasonable security measures, shall not disclose it to any third party other than the receiving party's employees and contractors who have a need to know, and shall use it only as necessary to perform hereunder. The receiving party shall cause each of its officers, directors, employees, and contractors to restrict disclosure and use of such Confidential Information in like fashion, and shall be responsible for any wrongful disclosure or use by any of them.

(b) In the event any court or other authority orders the receiving party to disclose any Confidential Information of the disclosing party, the receiving party shall promptly notify the disclosing party of such order and reasonably cooperate with the disclosing party to contest such disclosure, at the disclosing party's expense. Upon termination of this Agreement, the receiving party shall promptly return all tangible embodiments of the disclosing party's Confidential Information to the disclosing party.

8.6 **Feedback.** OEM hereby agrees that any and all creative ideas, concepts, notes, drawings, suggestions, requests for enhancement or modifications, feedback or other information that it may provide to Dynamsoft, whether solicited or unsolicited ("**Feedback**") will be owned by Dynamsoft, without any compensation payable, or liability to OEM whatsoever, including all intellectual property rights therein. OEM agrees to and hereby irrevocably assigns all intellectual property rights throughout the world and in perpetuity in and to the Feedback to Dynamsoft and irrevocably waives all moral rights it may have therein.

9. INDEMNIFICATION

9.1 **OEM's Indemnity.** If any allegation, claim or action is brought against Dynamsoft by a third party arising from (a) OEM's unauthorized representations of Dynamsoft Products, (b) OEM's actions under this Agreement, including but not limited to, OEM's breach or violation of applicable export laws or regulations, or OEM's combining (or its authorizing others to combine) the Dynamsoft Products with any hardware or software not provided by Dynamsoft, (c) any agreement between OEM and its distributors or resellers, or (d) any allegation or claim that any OEM Product or Bundled Product infringes, misappropriates or violates any patent, copyright or trademark, OEM shall defend, indemnify and hold harmless Dynamsoft, at OEM's expense, and shall pay any settlement amounts OEM authorizes and all damages, costs and legal fees and expenses finally awarded against Dynamsoft in the action.

9.2 **Indemnity Procedures.** The indemnity obligations in Section 9.1 apply only if (a) Dynamsoft notifies OEM promptly upon learning that the claim or action might or has been asserted; (b) OEM has sole control over the defense of the claim or action and any negotiation for its settlement or compromise (provided that OEM may not settle any claim or action unless the settlement unconditionally releases Dynamsoft of all liability and does not include a statement as to or admission of fault, culpability, or failure to act by or on behalf of Dynamsoft); and (c) Dynamsoft fully cooperates with OEM, at OEM's expense, in the defense or settlement of the claim or action.

10. LIMITATION OF LIABILITY

10.1 **CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS OR AFFILIATED ENTITIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES (INCLUDING BUT NOT LIMITED TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF DATA) WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 **LIMITATION.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL DYNAMSOFT'S AGGREGATE LIABILITY TO OEM FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY OEM FOR THE DYNAMSOFT PRODUCTS SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM AROSE.

10.3 **EXCLUSIONS.** NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN THIS SECTION 10 SHALL NOT APPLY TO LIABILITY RESULTING FROM A PARTY'S (A) INDEMNITY OBLIGATIONS HEREUNDER, (B) BREACH OF SECTION 8.5 (CONFIDENTIALITY), OR (C) ANY BREACH OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10.4 THE PARTIES AGREE THAT THE LIMITATIONS SET OUT IN THIS SECTION 10 SHALL APPLY EVEN IN THE EVENT OF A BREACH OF AN ESSENTIAL TERM OR IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

10.5 **CLAIMS.** NEITHER PARTY MAY BRING A CLAIM OR LEGAL ACTION UNDER OR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO YEARS AFTER THE EVENT GIVING RISE TO THE LIABILITY.

11. TERM AND TERMINATION

11.1 **Termination.** Either party may terminate this Agreement effective upon delivery of notice of termination to the other party at any time if (a) a receiver is appointed for the other party or its property; (b) the other party makes an assignment for the benefit of its creditors; (c) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law; (d) the other party liquidates or dissolves or attempts to do so; (e) the other party assigns or purports to assign this Agreement in breach of its provisions; or (f) the other party commits any breach of a material obligation hereunder which it fails to cure within thirty (30) days of receiving written notice of the breach, or which is by its nature incurable. Dynamsoft may terminate this Agreement on ten (10) days written notice of OEM's failure to pay any amounts due hereunder if OEM fails to pay such outstanding amount before the expiry of the ten (10) day notice period.

11.2 **Obligations on Termination.** Any terms of this Agreement, which by their nature or terms extend

beyond the termination or expiration of this Agreement, remain in effect until fulfilled. Upon termination or expiration of this Agreement for any reason: (a) OEM shall immediately cease using and shall destroy any sales literature and other written information and materials supplied by Dynamsoft pursuant to this Agreement or which contain Dynamsoft's Trademarks; (b) OEM shall immediately cease to identify itself as an authorized distributor for Dynamsoft or otherwise affiliated in any manner with Dynamsoft; and (c) any previously granted paid-up licenses to End Users shall survive. The expiration or termination of the Agreement shall not affect or prejudice any rights or obligations which have accrued or arisen under the Agreement prior to the date of expiration or termination.

12. MISCELLANEOUS

12.1 **Assignment.** This Agreement may be assigned by Dynamsoft to any entity which assumes its obligations and acquires ownership of or the right to use and license the Dynamsoft Products. Neither this Agreement nor any right or obligation hereunder may be assigned, transferred, delegated or subcontracted, by operation of law or otherwise, in whole or in part, by OEM without Dynamsoft's prior written consent, such consent not to be unreasonably withheld. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns. Any attempted assignment or transfer in violation of this Section is void.

12.2 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understanding as to the subject matter. This Agreement will prevail over terms and conditions of any OEM-issued purchase order or other document, which will have no force and effect, even if Dynamsoft accepts or does not otherwise reject the purchase order or document.

12.3 **Amendments; Waivers.** This Agreement may not be modified or any term or condition waived except in a writing signed by a duly authorized representative of each party.

12.4 **Import and Export Controls.** OEM shall comply with all applicable import, export and re-export laws and regulations and foreign policy controls and restrictions. OEM shall take all necessary actions and precautions to ensure that its distributors, resellers and other customers do not contravene such laws, regulations, controls or restrictions.

12.5 **Notices.** All notices and other communications hereunder shall be given by email.

12.6 **Governing Law.** This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Delaware, excluding its conflicts of law principles, and the federal laws of the United States. The parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this Agreement.

12.7 **Severability.** If any term hereof is held invalid, illegal, or unenforceable for any reason whatsoever, such term shall be enforced to the fullest extent permitted by applicable law, and the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired thereby.

12.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The delivery of an electronic copy of an executed

counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

**EXHIBIT A
DEFINITIONS**

- (a) "**Bundled Products**" means the Dynamsoft Products in combination with the OEM Products.
- (b) "**Confidential Information**" means all non-public information that a party considers to be confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing including without limitation: (i) business processes and financial information; (ii) any released or unreleased software or hardware products and services; (iii) sales and marketing plans of any existing or planned products and services; (iv) data products, technology and other technical information; and, (v) customer and prospective customer lists. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation to the disclosing party; (ii) is known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; or (iii) is received from a third party without breach of any obligation owed to the disclosing party.
- (c) "**Dynamsoft Products**" means, collectively, the object code versions of the software programs as specified in order form, along with the documentation, if applicable, as well as any modifications, enhancements, and/or derivative works thereof as may be provided by Dynamsoft Corporation under the terms of this Agreement.
- (d) "**End User License**" means a license agreement between OEM and any End-User to whom OEM sublicenses any Dynamsoft Product.
- (e) "**OEM Products**" means the computer hardware and/or software products which incorporate Dynamsoft Products.
- (f) "**Trademarks**" means the trademarks (registered or unregistered), service marks, trade names, service names and other logos of Dynamsoft.

ADDENDUM 1
APPLICATION SERVICE PROVIDER ("ASP") TERMS

These Application Service Provider Terms ("**ASP Terms**"), effective as of the Effective Date, are incorporated into and form a part of the OEM Light License Agreement. Except for the terms defined herein, capitalized terms used herein have the meaning given to them in the OEM Light License Agreement.

1. ASP Services shall mean application service provider services that are provided to End Users by the party referred to herein as the OEM and utilizing licenses procured from Dynamsoft, including remote access to Dynamsoft Products included in a hosted solution or application via a VPN or hosted cloud service. ASP Services can include installation, administration, backup, redundancy or technical support as they pertain to the Dynamsoft Products.
2. Subject to the terms set out in this Agreement, Dynamsoft hereby grants OEM a non-exclusive, worldwide, fee-bearing, non-transferable, limited license to use the Dynamsoft Products to provide ASP Services to End Users.
3. As to each of the Dynamsoft Products used to provide ASP Services, the OEM shall be current on its Maintenance and Support obligations. The OEM shall hold title to the license to the Dynamsoft Products and not re-sell any Dynamsoft Products to an End User but only provide access to an ASP Service.
4. Any new Dynamsoft Products offered by OEM to the same End User are subject to additional fees.
5. Upon termination of this Agreement for any reason, OEM's rights to offer ASP Services to new End Users, ceases immediately. OEM may continue to provide ASP Services to its existing End Users as of the effective date of termination of this Agreement, subject to OEM's continued compliance with the terms of this Agreement.