

**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 non-exclusive, fee bearing, revocable, non-transferable, worldwide (except where prohibited by law), limited license to reproduce, market, distribute and sub-license the Dynamsoft Products to OEM's end user customers only as part of the Bundled Products for the limited Term.

2.2 **Bundled Products.** OEM may market, distribute and sub-license the Dynamsoft Products only as part of the Bundled Products. The End User Licenses for Dynamsoft Products and Bundled Products shall permit the end-user customers' 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 part of 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, (c) conduct business in a manner that reflects favorably at all times on the Dynamsoft Products and Dynamsoft's goodwill and reputation, and (d) promptly notify Dynamsoft of any complaint or adverse claim about the Dynamsoft Products of which OEM becomes aware.

3.4 **Distributor and Reseller Channels.** OEM may sub-license 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 **Fees and Payment Terms.** OEM shall order the Dynamsoft Products according to Dynamsoft's standard procedures and shall pay Dynamsoft the fees in the applicable order form. Any amounts payable under this Agreement and invoiced by Dynamsoft shall be due within thirty (30) days of the invoice date. Amounts shall be paid in U.S. dollars. Payments made under this Agreement after their due date will incur interest at a rate equal to one and one-half percent (1.5%) per month (i.e., 18% per annum) or the highest rate permitted by applicable law, whichever is less. OEM will independently establish prices and terms for the Bundled Products, provided such terms include those required by this Agreement.

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

5. REPORTS AND AUDITS

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.

5.2 **Audits.** During the Term and for three (3) years thereafter, OEM will maintain relevant records regarding its distribution and sublicensing of the Dynamsoft Products to each of its customers. Upon reasonable notice to OEM, Dynamsoft may audit, at Dynamsoft's expense, OEM's records to determine OEM's compliance hereunder. All such records will be deemed OEM's Confidential Information and subject to Section 8.5. In the event any such audit reveals that OEM has underpaid Dynamsoft by an

amount greater than five percent (5%) of the amounts due Dynamsoft in the period being audited, then, in addition to such other remedies as Dynamsoft may have, OEM shall pay or reimburse to Dynamsoft the cost of the audit.

6. SUPPORT AND MAINTENANCE

6.1 **Customer Support by OEM.** OEM will be responsible for providing direct first level technical support for the Dynamsoft Products to its customers and End Users licensing the Bundled Product from OEM or OEM's distributors or resellers. OEM's support will include, but not necessarily be limited to, answering product use questions, diagnosing problems, and using reasonable efforts to provide solutions to problems.

6.2 **Dynamsoft Support and Maintenance.** Dynamsoft will provide access to technical support services for the supported Dynamsoft Products during the Term. The technical support services include: (a) help desk support consisting of telephone, live chat, and email communication with Dynamsoft Product specialists; (b) access to online support materials, such as the Dynamsoft Knowledge Base; and (c) commercially reasonable efforts by Dynamsoft to correct any errors in a supported release of the Dynamsoft Products. Technical support is provided by Dynamsoft only for the certified operating environments as defined in the applicable Documentation. During the Term, Dynamsoft will make available to OEM certain major and interim releases of the Dynamsoft Products ("Maintenance"), if and when such releases are made generally available by Dynamsoft to its OEM customers. Any release of a Dynamsoft Product provided to OEM under Maintenance shall be limited to the same Dynamsoft Product functionality and configuration originally included in the Dynamsoft Products. Maintenance releases may only be provided to End-Users that have purchased Maintenance.

7. WARRANTIES AND DISCLAIMER

7.1 **Limited Warranties.** Dynamsoft warrants to OEM that during the thirty (30) days following the delivery of the production keycode to OEM, as applicable (the "Warranty Period"), the Dynamsoft Products when used in the specified operating environment will perform substantially in accordance with the applicable Documentation. In the event the Dynamsoft Products fail to conform to such warranty, as OEM's sole and exclusive remedy for such failure and Dynamsoft's sole and exclusive liability, Dynamsoft will, at Dynamsoft's expense, either (i) repair or replace such Dynamsoft Products, or (ii) 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 in sufficient detail that Dynamsoft can reproduce the defect and, if requested by Dynamsoft, the nonconforming item is destroyed.

7.2 **DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DYNAMSOFT AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO THE DYNAMSOFT PRODUCTS AND ANY OTHER MATERIALS OR SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION (A) OF MERCHANTABILITY, (B) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (C) OF FITNESS FOR A PARTICULAR PURPOSE, (D) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR (E) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. 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 limited licenses 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 **Dynamsoft's 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 OEM's 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) 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 (b) bypass or breach any security device or protection used by the Dynamsoft Products.

8.5 Confidential Information.

(a) During the Term, 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 such information in furtherance of the performance of the Receiving Party's obligations hereunder and shall use it only as necessary to perform hereunder. Notwithstanding the foregoing, with respect to that Confidential Information rising to the level of a trade secret as defined by applicable law, the Receiving Party's confidentiality obligations shall remain in effect for so long as such Confidential Information remains a trade secret. 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, to the extent practicable and legally permissible, 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 and destroy and render unrecoverable all digital embodiments thereof.

8.6 **Feedback.** Notwithstanding any provision to the contrary in this Agreement, Dynamsoft shall own all ideas, suggestions, concepts, know-how or techniques contained in information received from OEM, whether solicited or unsolicited, that directly relates to Dynamsoft's Products or business ("Feedback") including all intellectual property rights therein. For example, Dynamsoft (and its suppliers) shall be free to incorporate any suggested changes or modification to the Dynamsoft Products into products licensed to other customers without any compensation payable, or liability to OEM whatsoever. OEM irrevocably agrees to assign and hereby assigns all intellectual property rights throughout the world and in perpetuity in and to the Feedback to Dynamsoft and OEM 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, false or misleading statements with respect to the Dynamsoft Products, (b) OEM's actions under this Agreement, including but not limited to, OEM's breach or violation of Trade Control Laws, 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 End Users, (d) any allegation or claim that any OEM Product or Bundled Product infringes, misappropriates or violates any patent, copyright, trademark, or other intellectual property right of any third party, or (e) any End User's use of the Dynamsoft Product, 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 Dynamsoft's Indemnity.

(a) Subject to Sections (b), (c) and 9.3 below, if a third party brings any claim or action against the OEM alleging that the OEM's use of the Dynamsoft Products infringes, misappropriates or violates any patent, copyright, trademark, or other intellectual property right of any third party, Dynamsoft shall defend, indemnify and hold harmless OEM, at Dynamsoft's expense, and shall pay any settlement amounts Dynamsoft authorizes and all damages, costs and legal fees and expenses finally awarded against OEM in the action.

(b) If a third party claim or action as set out at Section (a) is brought against the OEM, or in Dynamsoft's reasonable opinion, is likely to be brought, Dynamsoft may at its sole option and expense either:

(i) substitute equivalent non-infringing software for the infringing item; or

(ii) modify the infringing item so that it no longer infringes but remains functionally equivalent;

(iii) obtain for OEM the right to continue marketing, distributing and sublicensing the infringing item; or

(iv) if Dynamsoft concludes that none of the foregoing is reasonably feasible, OEM will, at Dynamsoft's written request, return or destroy the Dynamsoft Products which are subject to the infringement claim and Dynamsoft will refund to OEM the amounts paid by OEM to Dynamsoft with respect to the Dynamsoft Products which are returned or destroyed, less reasonable depreciation (calculated over a 60 month period on a straight-line basis).

(c) Dynamsoft shall have no liability for and Dynamsoft's obligations under this Section 9.1 shall not apply to any claim or action based on or relating to:

(i) Any breach of OEM's obligations under this Agreement;

(ii) Use by the OEM of the Dynamsoft Products in combination with other equipment, products, materials or services which have not been provided by Dynamsoft;

(iii) Use by the OEM of the Dynamsoft Products in a manner or for a purpose inconsistent with the Documentation or this Agreement;

(iv) Use by the OEM of the Dynamsoft Products, when use of an Update which Dynamsoft has supplied to the OEM would have avoided such infringement;

(v) Any modification to the Dynamsoft Products not made by or for Dynamsoft, or any Updates to the Dynamsoft Products made by Dynamsoft substantially pursuant to the OEM's specific instructions.

9.3 **Indemnity Procedures.** The indemnity obligations in Section 9.1 and 9.2 apply only if (a) the indemnified Party notifies the other Party promptly upon learning that the claim or action might or has been asserted; (b) the indemnifying Party has sole control over the defense of the claim or action and any negotiation for its settlement or compromise (provided that the other Party may not settle any claim or action unless the settlement unconditionally releases the indemnified Party 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 the indemnified Party); and (c) the indemnified Party fully cooperates with the indemnifying Party, at the indemnifying Party'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, EXEMPLARY, PUNITIVE 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.** IN NO EVENT SHALL DYNAMSOFT'S AGGREGATE LIABILITY TO OEM OR ANY OEM CUSTOMER OR END USER 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 ACTUALLY RECEIVED BY DYNAMSOFT 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), (C) ANY BREACH OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (D) GROSS NEGLIGENCE OR WILFUL MISCONDUCT.
- 10.4 **FAILURE OF ESSENTIAL PURPOSE.** THE PARTIES AGREE THAT THE LIMITATIONS SET OUT IN THIS SECTION 10 SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE 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 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for that period of time specified in the applicable order form (the "Initial Term"), unless terminated earlier as set forth herein. This Agreement will auto-renew for the same length as the Initial Term unless (a) either party notifies the other party of non-renewal, in writing, at least thirty (30) days before the end of the Initial Term or any renewal period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or renewal period; or (b) otherwise terminated in accordance with the provisions of this Agreement. The Initial term and each subsequent Renewal Term, if any, is collectively referred to hereinafter as the "Term".
- 11.2 **Termination.** Either Party may terminate this Agreement 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 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.
- 11.3 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) OEM shall immediately cease using any: (i) sales literature and other written information and materials supplied by Dynamsoft pursuant to this Agreement and the 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 rights granted to End Users shall survive until the expiry of those rights subject to OEM's continued compliance with the terms of this Agreement. 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.
- 11.4 **Survival of Terms.** Sections 4 (PAYMENT), 5 (REPORTS AND AUDITS), 6.1, 7.2 (DISCLAIMER), 8 (INTELLECTUAL PROPERTY AND CONFIDENTIALITY), 9 (INDEMNIFICATION), 10 (LIMITATION OF LIABILITY), 11.3 (EFFECT OF TERMINATION), and 12 (MISCELLANEOUS) and this Section 11.4 of this Agreement together with any provisions necessary for the interpretation and construction of this Agreement, shall survive and continue notwithstanding any expiry or termination of this Agreement.

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 in writing or by email and delivered electronically, by personal delivery or by prepaid overnight or courier service to the addresses set forth on the first page of this Agreement or such other address as may be set forth herein or provided in writing by a Party. A notice will be deemed to have been given on the date on which it was delivered or transmitted, if delivered or transmitted on a business day during the regular business hours of the recipient. If a notice is delivered or transmitted on a day that is not a business day or outside the regular business hours of the recipient, the notice shall be deemed to have been delivered or transmitted on the following business day. A notice given by email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.
- 12.6 **Governing Law.** This Agreement shall be construed, and the legal relations between the parties hereto shall be determined as follows:
- (a) If OEM'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 OEM'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.
- 12.7 **Jurisdiction and Mandatory Venue.** The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be the courts in the city of Vancouver, British Columbia, Canada.
- 12.8 **Publicity.** The terms of this Agreement are confidential.
- 12.9 **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.
- 12.10 **Independent Contractors.** The relationship of the parties established by this Agreement is that of independent contractors. This Agreement does not give either party the power to direct and control the day to day activities of the other, constitute the parties as partners, joint venturers, co-owners, principal-agent, or otherwise participants in a joint or common undertaking, or allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.
- 12.11 **Force Majeure.** Neither Party hereto shall be in default of its obligations hereunder to the extent its performance is delayed or prevented by Force Majeure. The term "**Force Majeure**" as used in this Agreement means any act, occurrence, condition or event beyond the control of a Party that materially affects the performance of that Party's obligations hereunder that could not reasonably have been foreseen or provided against and is without such Party's fault or negligence, including but not limited to acts of God or the public, civil disturbances, arrests and restraints by rulers and people; acts of the public enemy, wars, riots, insurrections, sabotage, terrorism; acts, requests or interruptions of the federal, provincial, state or local government or any agency thereof; court orders, present and future valid orders of any governmental authority, or any officer, agency or any instrumentality thereof; floods, fires, named storms, epidemics other than COVID-19, landslides, earthquakes, washouts, explosions, pandemics other than COVID-19; strikes, lockouts, or industrial disturbances; freight embargoes; inability to secure right of way, or any other cause, whether of the kind herein enumerated or otherwise. Nothing contained in this section 12.11 however, shall be construed to require either Party to settle a labor dispute against its will. Force Majeure shall not include lack of favorable market conditions for labor or materials, or economic hardship. If as a result of Force Majeure either Party is unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation to make payment of money due, then, upon that Party's giving notice and a description of the cause in writing to the other Party as soon as possible after the occurrence of the cause, the obligation of the Party giving such notice, so far as it is affected by the cause specified in such notice, shall be suspended for the duration of the cause. The cause shall, as far as possible, be remedied with all reasonable dispatch.
- 12.12 **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 to this Agreement ("Disclosing Party") designates as being confidential to the Party that receives such information ("Receiving Party") or which, due to the nature of the information disclosed or the circumstances surrounding disclosure, would lead a reasonable person to believe such information is confidential. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, Disclosing Party's marketing plans, business policies or practices, financial information, pricing information, sales information, or customer information, and information received from others that Disclosing Party is obligated to treat as confidential. The term "Disclosing Party" also includes all Affiliates of Disclosing Party and the term "Receiving Party" also includes all Affiliates of Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a Party. Confidential Information shall not include any information (i) which is in the public domain through no breach of this Agreement; (ii) which the Receiving Party can show it knew prior to the Disclosing Party's disclosure hereunder; (iii) which was independently developed by the Receiving Party; or (iv) which is rightfully received by the Receiving Party from a third party without restriction.
- (c) **"Dynamsoft Products"** means, collectively, the object code versions of the software programs identified in order form, along with the documentation, if applicable, as well as any Updates 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 customer to whom OEM sublicenses any Dynamsoft Product.
- (e) **"OEM Products"** means the computer hardware and/or software products which incorporate Dynamsoft Products and associated with the applicable order.
- (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.