Software License Agreement

GRANT OF LICENSE

This Accusoft Corporation ("ACCUSOFT") Agreement ("LICENSE") grants YOU ("LICENSEE") a non-exclusive and non-transferable right to use the trial mode version for evaluation of fitness only; or, to use a properly registered ACCUSOFT Development Toolkit ("TOOLKIT"), for development purposes on any single computer, provided the TOOLKIT is in use on only one computer at any time. (Additional TOOLKIT licenses may, however, be purchased.) TOOLKIT is "in-use" on a computer when it loads into temporary memory (that is, RAM) or installed into the permanent memory (that is, hard disk, CD-ROM, or other storage device) of that computer. The TOOLKIT is not to be used on a site-wide basis, via a server or other networked connection.

REDISTRIBUTION OF THE TOOLKIT RUNTIMES

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a) LICENSEE’s PRODUCT shall not compete to any degree with the TOOLKIT. Such competitive PRODUCTS are defined as imaging software development toolkits intended for use by application programmers and/or system integrators.

b) LICENSEE’s PRODUCT must be substantially greater in scope with greater functionality and features than those of the TOOLKIT.

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This license grants rights to LICENSEE for only the ACCUSOFT code (TOOLKIT) mentioned above and does not convey any other rights of use or distribution to ACCUSOFT technology.

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LICENSEE recognizes and acknowledges the exclusive right of ACCUSOFT in and to all patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to the TOOLKIT, and that such patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights are the sole and exclusive property of ACCUSOFT and protected by United States law and by international treaties.

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LICENSEE waives its right to contest any of ACCUSOFT’s patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to the TOOLKIT.

LICENSEE shall not use such trademarks, service marks, and trade names except where permitted under this Agreement without receiving ACCUSOFT’s prior written approval of such use. If such approval is granted, LICENSEE’s right to use such trademarks, service marks, and trade names shall end upon the termination of this Agreement.

OTHER RESTRICTIONS

This ACCUSOFT License Agreement is LICENSEE's proof of license to exercise the rights granted herein and must be retained by LICENSEE.

LICENSEE may not rent, lease or transfer TOOLKIT or parts thereof. LICENSEE may not alter, modify, reverse engineer, decompile or disassemble TOOLKIT in any way or manner.

NO WARRANTY

ANY USE BY LICENSEE OF THE SOFTWARE IS AT THE LICENSEE'S OWN RISK. THE SOFTWARE IS PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCUSOFT DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE RESULTS AND NONINFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TOOLKIT IS WITH LICENSEE. ACCUSOFT IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE.

NO LIABILITY FOR DAMAGES

In no event shall ACCUSOFT be liable for any damages whatsoever (including, without limitation, incidental, special, direct, indirect and consequential damages, damages for loss of business profits, lost savings, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this ACCUSOFT product, even if ACCUSOFT has been advised of the possibility of such damages. Because some states/countries do not allow the exclusion or limitation of liability for consequential, incidental or special damages, the above limitation may not apply to LICENSEE. In such states/countries and to the extent possible, any warranty is limited to thirty (30) days.

INDEMNIFICATION BY LICENSEE

If LICENSEE distributes TOOLKIT in violation of this Agreement, LICENSEE agrees to indemnify, hold harmless and defend ACCUSOFT and its suppliers from and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of TOOLKIT in violation of this Agreement.

TERM AND TERMINATION

Unless otherwise agreed to by the parties, this Agreement shall become effective upon LICENSEE’s installation of the TOOLKIT and shall continue in full force and effect until terminated in accordance with the terms set forth in this Agreement.

Any material breach of this Agreement shall automatically and immediately terminate this Agreement. In the event that LICENSEE ceases to do business or is adjudged bankrupt or

insolvent, ACCUSOFT may, at its sole option, terminate this Agreement, by giving ten (10) Business Days written notice of such termination, which notice shall identify and describe the basis for such termination.

In the event of any termination of this Agreement, LICENSEE shall stop using the TOOLKIT, manufacturing the PRODUCT and, if such distribution rights were granted by ACCUSOFT, distributing the PRODUCT containing the TOOLKIT runtime licenses. LICENSEE shall also require its resellers, OEMs, and other distribution channels (if any) to likewise stop manufacturing and Distributing the PRODUCT. Within ten (10) Business Days thereafter, LICENSEE shall return or, at ACCUSOFT's option, destroy the TOOLKIT and all copies in whole or in part thereof, whether or not incorporated in or with the PRODUCT, and within LICENSEE's possession, custody and control, and shall certify to ACCUSOFT in writing within ten (10) Business Days thereafter that it has complied with the foregoing obligation.

The portions entitled Intellectual Property, No Warranty, No Liability for Damages, Indemnification by Licensee, and Miscellaneous shall continue in full force and effect, notwithstanding any such termination of this Agreement.

MISCELLANEOUS

This Agreement constitutes the entire understanding and agreement between ACCUSOFT and LICENSEE regarding its subject matter, and supersedes all previous oral and written communications, agreements, memoranda, representations, or understandings between ACCUSOFT and LICENSEE regarding this Agreement. No other rights or licenses are granted to LICENSEE, except as expressly provided herein.

This Agreement shall not be amended, altered, changed or modified in any way, unless agreed to in writing by both ACCUSOFT and LICENSEE. Such writing must be executed by a duly authorized representative of ACCUSOFT and a duly authorized representative of LICENSEE.

This Agreement is not transferable or assignable by LICENSEE under any circumstances, without the prior written consent of ACCUSOFT. ACCUSOFT will not unreasonably withhold such consent. This agreement shall be binding upon, and is made for the benefit of, each party, its successors, and permitted assignees (if any). For the purposes of this Agreement, any change in control of LICENSEE shall constitute an assignment or transfer of this Agreement. As used in this section, a change in control is defined as (i) any change in ownership of more than fifty percent (50%) of the voting interest in LICENSEE, whether by merger, purchase, foreclosure of a security interest or other transaction, or (ii) a sale of all or substantially all of the assets of LICENSEE.

The relationship established by this Agreement between LICENSEE and ACCUSOFT shall be that of Licensor and Licensee. Nothing contained in this Agreement shall be construed as creating a relationship of agency, joint venture or partnership between LICENSEE and ACCUSOFT. Neither party shall have any right whatsoever to incur any liabilities or obligations on behalf of the other party.

The laws of the State of Florida shall govern this Agreement, excluding that body of law known as conflict of laws and the United Nations Convention on Contracts for the Sale of Goods. Any action or proceeding brought by either party against the other arising out of, or related to, this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the State of Florida and the parties hereby consent to the personal jurisdiction of said courts.

The program and data contained in this TOOLKIT Product are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 52.227-14 (Alternate III) or subparagraph (c)(1)(II) of the rights in technical data and computer software clause at 252.227-7013. Manufacturer is Accusoft Corporation, 4001 Riverside Drive, Tampa, FL, USA 33603.

In the event that any provision of this Agreement is found invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

ACCUSOFT's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

In the event of suit or any legal action due to any breach of this Agreement is commenced to enforce this Agreement or otherwise relating to this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs incurred in connection therewith.

The headings provided in this Agreement are for convenience and reference purposes only. In the event of a conflict between the terms and conditions listed in this Agreement, and the attached Schedules, the terms and conditions shall govern.

A waiver of a breach, violation, or default under this Agreement shall not be a waiver of any subsequent breach, violation or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

All notices and communications shall be in writing and shall be deemed to have been duly given when delivered or three (3) Business Days after mailing by certified mail, return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth on the Order Form or at such other addresses as the parties may designate by written notice in accordance with this section.

For questions concerning this Agreement, or to contact ACCUSOFT for any reason, please contact Accusoft Corporation by phone at 1-813-875-7575 x321 or email Sales@accusoft.com.