

ByteScout™ LICENSE AGREEMENT

NOTICE TO LICENSEE:

THIS IS A CONTRACT. THIS LICENSE AGREEMENT IS A LEGALLY BINDING CONTRACT THAT SHOULD BE READ IN ITS ENTIRETY. YOU WILL BE ASKED TO ACCEPT THIS AGREEMENT AND CONTINUE TO INSTALL OR, IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, TO DECLINE THIS AGREEMENT, IN WHICH CASE YOU WILL NOT BE ABLE TO USE, INSTALL OR OPERATE THE PRODUCT, AS DEFINED BELOW. BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS INSTALLATION PROCESS PERMITS YOU TO INSTALL THE CURRENT VERSION OF THE SOFTWARE.

This Electronic License Agreement (the “*Agreement*”) is a legal agreement between you (either an individual or an entity), (the “*you*” or “*Licensee*”), and **ByteScout, Inc.** (the “*Licensor*”).

1. Certain Defined Terms:

1.1. “*Agreement*” shall have the meaning set forth in the preamble hereof.

1.2. “*Confidential Information*” shall mean any information, product, document or other material of any nature relating to or concerning Licensor, Suppliers and/or their Affiliates, that is provided or made available to Licensee either before or after the Effective Date, directly or indirectly in any form whatsoever, including in writing, orally, and machine readable, and including, but not be limited to License Key, any correspondence, memoranda, notes, e-mails, formulas, samples, equipment, compilations, blueprints, business information, technical information, know-how, information regarding patents, patent applications, software, computer Object Code or Source Code, algorithms, high-level structures, graphic user interfaces, ongoing research and development, business plans, business or marketing strategies or plans, products or product development strategies or plans, information concerning current and future products and services, customers, suppliers and markets, price lists and pricing information, financial statements and forecasts, computerized or other magnetically filed data, methods and techniques, manufacturing processes, developments, inventions, designs, drawings, engineering specifications, hardware configuration information, trade secrets, financial information of Licensor, Suppliers and/or their Affiliates and any other business records and information, including without limitation the information about this Agreement, the use or disclosure of which might reasonably be construed to be contrary to the interests of such Licensor, Suppliers and/or their Affiliates, including information of third parties subject to confidentiality obligations and which one Licensor, Suppliers and/or their Affiliates may share with Licensee, *provided, however*, that Confidential Information shall not include information which: (i) that is already in the possession of Licensee before receipt from Licensor, Suppliers and/or their Affiliates; (ii) is or becomes rightfully in the public domain without no fault of Licensee; (iii) is received by Licensee from a third party who or which is not under any obligation of confidentiality or restriction on use or disclosure concerning such information, or (iv) is disclosed under operation of law to the public or to a third party without a duty of confidentiality. If Licensee asserts one of the four exceptions to Confidential Information above, then Licensee shall prove such assertion by proper forms of documentary evidence.

1.3. “*Client Device*” shall mean a computer, workstation or server for which a specific version of the Software is designed to Operate.

1.4. “*Documentation*” shall mean user manuals, operator instructions, training materials, product descriptions and specifications, technical manuals, supporting materials, source code samples,

sample applications, video, audio and other media content maintenance know how, text and graphic elements of all user interfaces and any modifications or upgrades of the foregoing, developed for use in connection with Products and provided or made available by Licensor or any of its Affiliates from time to time.

1.5. **“Help Desk”** shall mean Licensor’s specialized technical support system where users may request online support and track issue resolution online.

1.6. **“Intellectual Property Rights”** shall mean all worldwide (i) inventions (whether patentable or unpatentable, whether or not reduced to practice, and/or whether developed alone or jointly with others), all improvements thereto, patents, patent applications, patent and invention disclosures, and all other rights of inventorship, together with all reissuances, continuations, continuations-in-part, divisions, revisions, supplementary protection certificates, extensions and re-examinations thereof; (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, designs, slogans, product names, corporate names, together with all of the goodwill symbolized thereby and associated therewith, and registrations and applications for registration thereof and renewals thereof; (iii) copyrights (registered or unregistered), copyrightable works, rights of authorship, and registrations and applications for registration thereof and renewals thereof; (iv) integrated circuit designs, cell libraries, electronic masks, net lists, simulations, mask works, semiconductor chip rights, and registrations and applications for registration thereof and renewals thereof; (v) computer software (including without limitation Source Code, Source Code engines, source data files, and Object Code), software development tools (including without limitation assemblers, compilers, converters, utilities, compression tools), libraries, algorithms, routines, subroutines, commented and documented code, programmer's notes, system architecture, logic flow, data, computer applications and operating programs, databases and documentation thereof; (vi) trade secrets and other confidential information (including without limitation ideas, technologies, know-how, manufacturing and production processes and techniques, research and development information, drawings, schematics, specifications, bill of material, designs, plans, proposals, technical data, pricing data, marketing data, financial records, customer and supplier lists, and other proprietary information), (vii) copies and tangible embodiments thereof (in whatever form or medium), and all modifications, enhancements and derivative works of any of the foregoing; and (viii) all rights to sue and collect remedies for any past, present and future infringement of any of the foregoing, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

1.7. **“License”** shall have the meaning set forth in Section 3.1 hereof.

1.8. **“License Key”** shall mean a device, file or a unique sequence of digit and/or symbols provided to Licensee by Licensor necessary for activation of the Product and confirming the purchase of the License from Licensor, which may, but need not to, carry the information or special designations or codes, whether explicit or embedded, about the license and the number of permitted users, and, as applicable, an expiration date, and enabling the full or partial functionality of the Product in accordance with the License granted under this Agreement.

1.9. **“Licensee”** shall mean you (either an individual or an entity). For purposes hereof, **“you”** means the individual person installing or using the Product on his or her own behalf; or, if the Product is being downloaded or installed on behalf of an organization, such as an employer, **“you”** means the organization for which the Product is downloaded or installed and it is represented hereby that such organization has authorized the person accepting this agreement to do so on its behalf. For purposes hereof the term **“organization,”** without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority.

1.10. **“Licensor”** shall mean ByteScout, Inc.

1.11. **“Licensor Site”** shall mean the Internet website maintained by or on behalf of Licensor from which the Software is available for download pursuant to a license from Licensor. The Licensor Site is currently located at www.bytescout.com.

1.12. **“Object Code”** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or Reverse Engineering.

1.13. **“Operate”** to access, download, store, load, install, execute, display, copy the Product into the memory of a computer or otherwise benefiting from using the functionality of the Product such as software development and testing purposes in accordance with the Documentation.

1.14. **“Products”** shall mean Software in Object Code, Licensed Source Code, if any, and all related Documentation included therewith in any form and on any media and all Fixes, Updates, modifications, enhancements and new releases of the foregoing and those related materials sold and/or used in connection therewith and any other software, materials and products of the Suppliers provided to Licensee by Licensor pursuant to the terms hereof.

1.15. **“Software”** shall mean software titled “BYTESCOUT BARCODE SDK”, “BYTESCOUT BARCODE GENERATOR SDK”, “BYTESCOUT BARCODE READER SDK”, “BYTESCOUT SPREADSHEET SDK”, “BYTESCOUT PDF SDK”, “BYTESCOUT PDF GENERATOR SDK”, “BYTESCOUT PDF GENERATOR SDK FOR JAVASCRIPT”, “BYTESCOUT PDF EXTRACTOR SDK”, “BYTESCOUT PDF RENDERER SDK”, “BYTESCOUT PDF TO HTML SDK”, “BYTESCOUT PDF VIEWER SDK”, “BYTESCOUT SCREEN CAPTURING SDK”, “BYTESCOUT IMAGE TO VIDEO SDK”, “BYTESCOUT SWF TO VIDEO SDK”, “BYTESCOUT WATERMARKING SDK”, “BYTESCOUT TEXT RECOGNITION SDK”, “BYTESCOUT DOCUMENT PARSER SDK”, “BYTESCOUT INVOICE PARSER SDK”, “QR CODE SDK”, “BYTESCOUT CLOUDAPI SERVER”, “BYTESCOUT PRA TOOLS” and including all forms of code, such as Source Code and Object Code, any upgrades, modified versions, Updates, patches and additions thereto, in any form and on any media including all modifications, enhancements and new releases of the foregoing.

1.16. **“Source Code”** shall mean the human-readable form of the computer programming code and related system documentation including all comments and any procedural code such as job control language.

1.17. **“Suppliers”** shall mean one or more of the entities from which the Products or rights to the Products may be or may have been obtained by Licensor.

1.18. **“Updates”** means a subsequent release of the Software that Licensor generally makes available to its supported licensees either during the first twelve (12) months from the date of the purchase of the license to the Product or, upon additional payment, during subsequent twelve (12) or twenty four (24) months periods or as otherwise set forth on the Licensor Site and shall not include any releases of future applications and products, which Licensor licenses for a separate charge.

1.19. **“User”** shall mean any individual, which is an employee or Licensee’s contractors, freelancers and consultants that may Operate the Products pursuant to the License granted to Licensee hereunder.

1.20. **“End-User”** shall mean any individual who uses applications or products developed or created by Licensee.

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR CLICK OF THE “I ACCEPT” BUTTON IS A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE “I ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “EXIT” BUTTON AND THE SOFTWARE WILL NOT BE INSTALLED ON YOUR COMPUTER. This Product will not install on your computer unless or until you accept the terms of this Agreement. You may also receive a copy of this Agreement by contacting the Licensor at: support@ByteScout.com. By accessing, downloading, storing, loading, installing, executing, displaying, copying the Product into the memory of a computer or otherwise benefiting from using the functionality of the Product in accordance with the Documentation, you agree to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate or use the Product in any way.

2. Proprietary Rights and Non-Disclosure.

2.1. Ownership Rights. You agree that the Product and the authorship, systems, ideas, methods of operation, Documentation and other information contained in the Product, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor or its Suppliers and/or licensors and are protected by civil and criminal laws, and by copyright, trade secret, trademark and patent laws and statutes of the United States, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner’s name. Such use of any trademark does not give you any rights of ownership in that trademark. Unless otherwise explicitly provided in the Agreement and except for Results (as such term defined below), the Licensor and/or its Suppliers own and retain all right, title, and interest in and to the Product, including without limitations any error corrections, enhancements, Updates or other modifications to the Software, whether made by the Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or Use of the Product does not transfer to you any title to the intellectual property in the Product, and you will not acquire any rights to the Product except as expressly set forth in this Agreement. Unless otherwise provided in the Agreement, all copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product and you acknowledge that the License, as further defined herein, granted under this Agreement only provides you with a right of limited use under the terms and conditions of this Agreement.

2.2. Source Code. You acknowledge that the Source Code for the Product is proprietary to the Licensor or its suppliers and/or licensors and constitutes trade secrets of the Licensor or its suppliers and/or licensors. Except as otherwise specifically provided herein and/or in the Terms of Use, you agree not to disassemble, decompile or “unlock,” decode or otherwise reverse-translate or reverse-engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Product or any part thereof provided solely in Object Code form. You may change, add or delete any files of the licensed copy of the Products and you may adapt or modify the Source Code solely for purposes of Using a licensed copy of the Product and as expressly permitted pursuant to a type of the License (as set forth below) purchased hereunder, *provided* that modification voids any express warranty provided herein and terminates any right to support services.

2.3. Confidential Information. You agree that, unless otherwise specifically provided herein

the Product, including the specific design and structure of individual programs and the Product, constitute confidential proprietary information of the Licensor or its suppliers and/or licensors. You agree not to transfer, copy, disclose, provide or otherwise make available Confidential Information in any form to any third party. You agree to implement reasonable security measures to protect Confidential Information, provided that you may make and distribute unlimited copies of the trial version of Product in object code only, including copies for commercial distribution, as long as each copy that you make and distribute contains this Agreement subject to end user's acceptance before the first use, and the same copyright and other proprietary notices pertaining to the Product that appear in the Product, and *further provided* that in connection with the distribution of the trial version of the Product you do not (i) bundle the Product with any other products or materials, or (ii) charge any fees without Licensor's prior written consent.

2.4. User Compliance and User License Acknowledgement. Licensee shall use its best efforts to ensure compliance of authorized Users and appoint one User entrusted with a custody of the Product and License Key and installation of the Product and which shall electronically execute Licensor's "click-through" User license acknowledgement, if any, by which a User appointed with the custody of the Product and License Key shall consent and agree to the terms of this End User Agreement. Notwithstanding anything to the contrary herein, Licensee hereby agrees that if conflict arises between this Agreement and "click-through" End User Agreement, this Agreement shall always control.

2.5. No Modification. You agree not to modify or alter the Product in any way unless otherwise permitted by applicable License or agreed to by Licensor. Unless otherwise provided herein or applicable Documentation, you may not remove or alter any copyright notices or other proprietary notices on any copies of the Product.

2.6. Prohibited Uses. You agree that you will not:

- a) Engage in any act that Licensor deems in its reasonable discretion to be in conflict with the spirit or intended use of the Product and related service;
- b) Make improper Use of Licensor's Product;
- c) Use the Product, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- d) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Product, or other attempts to disrupt the related service; and
- e) Bundle the Product in whole or in part with any other products, applications or extensions without Licensor's prior explicit written approval. For purposes of this Agreement, the term "*bundle*" shall mean offering the Product with any third-party applications, frameworks, components or systems for distribution and sub-license to subsequent third parties' end-users (e.g. in connections with "middleware") as a single offering.

3. **Grant of License.**

3.1. License. The Licensor grants you the non-exclusive, personal, limited, non-transferable (except as otherwise specifically provided herein) (unless otherwise terminated pursuant to the terms hereof) right (without the right to sublicense) to Operate up to three (3) copies of the Product in Object Code or Source Code, as applicable, by a single authorised user (either you, your employee or agent) ("*Named User*") on three (3) physical or a single virtual environment of the Licensee's own, rented or leased system(s) during the Term of this Agreement ("*License*"), provided that Licensee

shall not copy and/or distribute Documentation to its end-users for any purpose. Unless otherwise provided in this Agreement or set forth in applicable documentation and/or Licensor Site, Licensor hereby does not claim any ownership rights in the applications or runtime files developed by Licensee through Using the Software (the “**Results**”). For avoidance of doubt and for purposes of clarification, Licensee shall not Use the Software to develop or provide to its end-user or any third party, directly or indirectly, components, frameworks, API (application programming interface of any kind), Web API, command line or any other competitive products, applications or services that are directly or indirectly compete with Licensor’s Product unless such use type and activity is explicitly permitted by the Licensor and License Type purchased.

a) Runtime Distribution License. Licensor grants you a royalty-free license to distribute copies of Licensor’s runtime files (“**Runtime Files**”) within Permitted Territory for use solely in connection with the Results you developed Operating the Product, *provided that* Runtime Files maintain a copyright notice affixed thereto by Licensor and you are in full compliance with all terms and conditions of this Agreement, including, without limitation, your obligation not to develop or provide to your end-user or any third party, directly or indirectly, components, frameworks, command line automation, Web APIs, middleware services, APIs and/or any other competitive products, applications or services with Application Programming Interface of any kind that compete with Licensor’s Product unless explicitly permitted by the Licensor and special License Type. Runtime Files are listed in Attachment B.

b) Trial Version. If you have received, downloaded and/or installed a trial version of the Product you are hereby granted a trial license for the Software, and you may Use the Product internally and only for the purposes of testing and evaluation of the Product to determine its fitness and compatibility with Licensee’s requirements (“**Evaluation Purposes**”) for a period of not more than **ninety (90)** days from the date as maybe set forth in the applicable License Key. Any use of the Product for other purposes is strictly prohibited, provided that, subject to the restrictions contained herein, you may copy and distribute a trial version of the Product as provided in Section 2.3 hereof. The Licensor shall not be required to provide any support and Updates, for the Trial Version of the Product. You may not distribute the Results developed with the Product licensed to you for Evaluation Purposes under this Section 2.1(a) to any third party, including, without limitation, your End-Users, e.g. as part of your end-user application.

c) Community Version. If you are an individual working on your own application or if you are an organization and you are also not an *enterprise* (defined below), then up to 5 of your individual users are allowed to Use the Product with designated functionality set forth in the Community Version (e.g. to develop desktop applications and client-side scripts) by a single (1) Named User on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on Licensee’s owned, rented, leased and/or owned, rented, leased by Licensee’s customers’ and/or clients’ devices unless otherwise specifically agreed by the Licensor. An “*enterprise*” is any organization and its affiliates who collectively have either (a) more than two hundred and fifty (250) personal computers (PCs) or users or (b) one million U.S. dollars (or the equivalent in other currencies) in annual revenues, and “affiliates” means those entities that control (via majority ownership), are controlled by, or are under common control with an organization. If you are an *enterprise*, your employees and contractors may not use the Community Version of the Product to develop or test your applications, except for: (i)

open source or (ii) education purposes as permitted above.

RESTRICTIONS OF COMMUNITY VERSION: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with this Community Version you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

d) **Small Business Desktop App License.** If the Product is licensed under Small Desktop App License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key (e.g. to develop one single desktop application or one single client-side script) by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install Result on Licensee's owned, rented, leased and/or owned, rented, leased by Licensee's customers' and/or clients' devices located within **one single (1) physical location or office ("Permitted Territory")** unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF SMALL BUSINESS DESKTOP APP LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with Small Business Desktop App License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

e) **Small Business Web Server License.** If the Product is licensed under Small Business Web Server License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop one single web application, server-side script or server-side application by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install of Results on **one single (1)** Licensee's owned, rented, leased by Licensee **server** accessed and/or used by Licensee's customers and/or clients within **one (1) physical location or office ("Permitted Territory")** unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF SMALL BUSINESS WEB SERVER LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with Small Business Web Server License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's

Product.

Desktop Developer License. If the Product is licensed under Desktop Developer License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key (e.g. to develop desktop applications and client-side scripts) by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on Licensee's owned, rented, leased and/or owned, rented, leased by Licensee's customers' and/or clients' devices located within up to **three (3)** different physical locations or offices ("**Permitted Territory**") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF DESKTOP DEVELOPER LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with Desktop Developer License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

f) **Web Developer License (deprecated).** If the Product is licensed under Web Developer License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop web applications and server-side scripts or server-side applications by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on Licensee's owned, rented, leased by Licensee servers accessed and/or used by Licensee's customers and/or clients located within up to **three (3)** different physical locations or offices ("**Permitted Territory**") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF WEB DEVELOPER LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with Web Developer License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

g) **Enterprise Developer License (deprecated).** If the Product is licensed under Enterprise Developer License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop both desktop and web applications, client-side and server-side scripts or server-side applications by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on Licensee's owned, rented, leased by Licensee and/or owned, rented, leased by Licensee's customers' and/or clients' servers and desktop computers accessed and/or used by

Licensee's customers and/or clients located within up to **three (3)** different physical locations or offices ("*Permitted Territory*") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF ENTERPRISE DEVELOPER LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with Enterprise Developer License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

h) **OEM Developer License.** If the Product is licensed under OEM Developer License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop both desktop and web applications, client-side and server-side scripts or server-side applications by a **single (1) Named User** on three (3) Client Devices owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on **one (1) single** Licensee's owned, rented, leased by Licensee and/or owned, rented, leased by Licensee's customers' and/or clients' **server** and **on unlimited desktop** computers accessed and/or used by Licensee's customers and/or clients located within unlimited physical locations or offices ("*Permitted Territory*") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF OEM DEVELOPER LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit): with OEM Developer License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

i) **Site License or Small Business Site License.** If the Product is licensed under Site License or under Small Business Site License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop both desktop and web applications, client-side and server-side scripts or server-side applications by up to **twelve (12) Named Users** on up to **twelve (12)** Client Devices owned, rented or leased by you, provided that Licensee may install an unlimited number of Results on **one (1) single** Licensee's owned, rented, leased by Licensee and/or owned, rented, leased by Licensee's customers' and/or clients' server and unlimited desktop computers accessed and/or used by Licensee's customers and/or clients located within up to **twelve (12)** unique physical locations or offices ("*Permitted Territory*") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF SITE LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software

Development Kit): with this Site License or Small Business Site License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

j) **OEM Site License.** If the Product is licensed under Site License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop both desktop and web applications, client-side and server-side scripts or server-side applications by up to **twelve (12) Named Users** on up to **twenty four (24) Client Devices** owned, rented or leased by you, provided that Licensee may install Results on up to **twelve (12)** Licensee's owned, rented, leased by Licensee and/or owned, rented, leased by Licensee's customers' and/or clients' **servers** and on **unlimited desktop computers** accessed and/or used by Licensee's customers and/or clients located within **unlimited** physical locations or offices ("**Permitted Territory**") unless otherwise specifically agreed by the Licensor.

RESTRICTIONS OF OEM SITE LICENSE: No re-use in your own API (Application Programming Interface of any kind), Middleware, RPA or SDK (Software Development Kit): with this OEM Site License you are not allowed to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

k) **Internal API Server License.** If the Product is licensed under Internal API Server License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop API or middleware by up to **twelve (12) Named Users** on **twelve (12) Client Devices** owned, rented or leased by you, provided that Licensee may install of Results on up to **twelve (12)** Licensee's owned, rented, leased by Licensee **servers** accessed by **Licensee's developers and applications** making **designated number of API ("Application Programming Interface") calls** to the Result from **unlimited** physical locations or offices ("**Permitted Territory**") **within the same company** unless otherwise specifically agreed by the Licensor.

WITH INTERNAL API SERVER LICENSE you may re-use the Product in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit) for use solely by end-users inside your company: with Internal API Server License you are **allowed** to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

l) **External API Server License.** If the Product is licensed under Internal API Server License upon the terms specified in the applicable invoicing or packaging for the Product, unless a multiple Licenses are purchased, you are allowed to Use the Product with designated functionality set forth in the applicable License Key to develop API or middleware by up to **twelve (12) Named Users** on **twelve (12) Client Devices** owned, rented or leased by you, provided that Licensee may install of Results on up to **twelve (12)** Licensee's owned, rented, leased by Licensee **servers** accessed and/or used by **Licensee's customers and/or clients** making **designated number of API ("Application Programming Interface") calls** to the Result from **unlimited** physical locations or offices ("*Permitted Territory*") unless otherwise specifically agreed by the Licensor.

WITH EXTERNAL API SERVER LICENSE you may re-use the Product in your own API (Application Programming Interface of any kind), Middleware for other apps or SDK (Software Development Kit) for use by third party users outside your company: with External API Server License you are **allowed** to develop or provide your end-user or any third party, directly or indirectly, with components, frameworks, command line automation, local or remote API, middleware or RPA services for re-use by other apps, any other type of applications which can be re-used by others via scripting or automation, any other competitive products, applications or services that compete with Licensor's Product, that are based partially or fully on Licensor's Product.

m) **Source Code License.** The Licensor, pursuant to invoicing terms, and in conjunction with one of Licenses granted under Section 2 hereof, may grant you certain rights to Source Code of the Software (the "**Source Code License**") subject to the following terms and conditions:

i) Provided you have purchased a license to a part of the Software supplied in Source Code form, you may make modifications, enhancements, derivative works and/or extensions to that licensed Source Code under the terms set forth in this Section 2.1(e) and this Agreement.

ii) In the event you develop the Results in Source Code form, either independently or jointly with the Licensor, you hereby agree and acknowledge that such Results (unless otherwise agreed by you and Licensor) shall be your exclusive property (except for Runtime Files included in such Results), *provided that* you agree and acknowledge that any distribution of the Software components as set forth herein as a part of such Results shall be in Object Code only and used in full compliance with this Agreement.

For avoidance of doubt, if Licensee distributes the Results to its end-users in Source Code, Licensor's Software components such as runtime files included in such Results shall remain in Object Code. Licensee hereby acknowledges and agrees that Licensor is and shall always remain the exclusive owner of the Software Licensed hereunder and all intellectual property related thereto;

iii) Under no circumstances you may distribute, disclose or otherwise make available the Software's Source Code or any portion thereof to any third party, including, without limitation your end-users without the express, prior written consent of the Licensor. Any Results distributed under this Agreement to any third party, including, without limitation, your end-users or customers, shall be distributed

in Binary Code only. Under no circumstances may the Source Code be used in whole or in part, for creating a product and/or service that provides the same, or substantially the same, functionality as any of the Licensor's products as set forth at: <https://www.ByteScout.com/> You shall not take any action, or assist or otherwise aid anyone else in taking any action that would, in any way, limit the Licensor's independent development, sale, assignment, licensing or use of its Software. Unless explicitly provided herein or applicable documentation, you shall not modify or delete, in whole or part, any copyright, trade secret, proprietary, confidential or other notice thereon or therein, without the express, prior written consent of the Licensor. Licensee may make archival copy of the Software's Source Code solely for back up purposes.

vi) YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT SOURCE CODE IS LICENSED "AS IS" AND THAT THE LICENSOR DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR THE SOURCE CODE OR ITS DERIVATIVES.

3.2. Licensor may provide you with web-based Technical Support Services via email and HelpDesk for twelve (12) months from the purchase date of the Product and for additional fee for additional twelve (12) or twenty four (24) months periods as long as you Use the Product and pay applicable fees, provided that you do not violate any provisions of this Agreement. Support terms and conditions are set forth at <https://www.ByteScout.com/support/> and are subject to change without notice. No support or updates are provided for Community Version of the Product.

3.3. Third Party Software. The Product may contain third-party applications and Source Code ("**Third Party Applications**"). Third Party Applications are not under Licensor's control and are subject to the applicable licenses and respective terms and conditions of such third parties which you may need to enter into and/or comply with prior to or subsequent to the installation and/or use of the Third Party Applications. The list of such Third Party Applications, related information and licenses are provided on the Attachment A, attached to this Agreement and made part thereof.

3.4. Multiple Environment Product; Multiple Language Product; Dual Media Product; Multiple Copies; Bundles. If you use different versions of the Product or different language editions of the Product, if you receive the Product on multiple media, if you otherwise receive multiple copies of the Product, or if you received the Product bundled with other software, the total permitted number of your Client Devices on which all versions of the Product are installed and Named Users shall correspond to the number of licenses you have obtained from the Licensor, *provided* that unless the licensing terms and the License Key provides otherwise, each purchased license entitles only you to install and Use the Product on three (3) Client Devices by a single Named User. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Product regardless of whether you use the Product or not without Licensor's written consent.

3.5. Prohibition of Floating Use. Licensee agrees and acknowledges that the Product shall be only Operated, at any given moment by the maximum number of Named Users for whom a license under this Agreement have been validly acquired and that any Operation of the Product under such licenses shall be restricted as set forth in applicable Documentation and/or in accordance with functionalities set forth in License Key and/or this Agreement.

3.6. Updates. During the Term of this Agreement, when and as the Licensor make Updates publicly available, you may receive free Updates to the Product available for twelve (12) months from the purchase date of the Product and for additional fee for additional twelve (12) or twenty four (24) months periods as long as you Use the Product and pay applicable fees, *provided that* you do not violate any provisions of this Agreement. You may purchase a Lifetime Free Upgrades option that

grants you the right to obtain and use according to this license any Updates to the Software, which are made publicly available, without any additional payments. This Agreement does not obligate the Licensor to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a further Agreement accompanying such Update or modified version of to the Product.

3.7. Term and Termination. The term of this Agreement (“**Term**”) shall begin upon your full payment of license fee to Licensor you pay Licensor the license fee in full or in case of a Trial Version or Community Version upon download or installation of the Product (whichever is earlier) and shall continue, unless otherwise terminated pursuant hereto, in perpetuity or for the term specified in the License granted hereunder. If Licensor offers you a superseding Agreement for the Product in connection with an Upgrade or New Release you may accept such superseding Agreement or continue to Use the Product under this version of the Agreement. This Agreement may be also terminated by the Licensor immediately upon notice if you infringe Licensor’s Intellectual Property or upon thirty (30) day notice if you fail to comply with any of your obligation or conditions of this Agreement and this breach has not been cured within a fifteen (15) day period. Upon any termination or expiration of this Agreement, you must immediately cease use of the Product and destroy all copies of the Product.

3.8. No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or use the Product in any way.

3.9. Material Terms and Conditions. You specifically agree that each of the terms and conditions of this Section 2 are material and that failure of you to comply with these terms and conditions shall constitute sufficient cause for Licensor to immediately terminate this Agreement and the License granted under this Agreement. The presence of this Section 2.7 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

3.10. Additional Limitations. Notwithstanding anything to the contrary herein, you may not Operate , or modify the Product in any way as to form the basis for creating a product ,service and/or framework that provides the same, or substantially the same, functionality as the Product; and unless expressly otherwise provided herein, in the event you develop any modifications, enhancements, derivative works and/or extensions to the Product, either independently or jointly with Licensor, such modifications, enhancements, derivative works and/or extensions and all rights associated therewith will be the exclusive property of Licensor.

3.11. No Transfers. Under no circumstances you shall sell, loan, rent, lease, loan, or otherwise transfer to a third party the Product, any copy or use thereof, in whole or in part, without Licensor's prior written consent, *provided that* if such non-waivable right is specifically granted to you under applicable law in your jurisdiction you may transfer your rights under this Agreement permanently to another person or entity, provided that a) you also transfer this Agreement, the Product, all accompanying printed materials, and all other software or hardware bundled or pre-installed with the Product, including all copies, Updates and prior versions, to such person or entity; b) retain no copies, including backups and copies stored on a Client Device; c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which you legally purchased a license to the Product; and d) the Licensor is notified about the transfer. In no case you may permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or product packaging for the Product.

3. Restrictions.

4.1. License Key. You may not give, make available, give away, sell or otherwise transfer

your registration License Key or any copy thereof to a third party. Product's License Key may not be distributed, except as provided herein, outside of the area of legal control of the person or persons who purchased the original License, without written permission of the Licensor. Doing so will result in an infringement of copyright. The Licensor retains the right of claims for compensation in respect of damage which occurred by your giving away the License Key or registration code contained therein. This claim shall also extend to all costs which the Licensor or its licensors incur in defending themselves.

4.2. No Extraction for Separate Use. You shall not extract or Use any functionality of this Software other than as part of normal Operation of the Product described in the Documentation and as integral part of Operation and functionality of the Product as a whole.

4.3. Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.

4.4. No Transfer of Rights. Except as otherwise specifically provided herein or explicitly agreed to in writing by Licensor, you may not transfer or assign any of the rights granted to you under this Agreement or any of your obligations pursuant hereto without prior written consent of Licensor (which shall not be unreasonably withheld), provided that you may assign this Agreement to any third party in connection with a transaction involving merger, acquisition, restructuring, reorganization or sale or transfer of all or substantially all of the assets or stock of Licensee upon written notification to Licensor. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

4.5. Compliance with Law. You agree that in Using the Product and/or Results, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

4.6. Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Product, the Software may install on your computer technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that you have a licensed copy of the Product. The update of these technological measures may occur through the installation of the Updates and may require that you connect to the Internet. The Updates will not install or may fail to Operate if installed on unlicensed copies of the Product. If you are not using a licensed copy of the Product, you are not allowed to install the Updates. The Licensor will not collect any personally identifiable information from your computer during this process.

5. WARRANTY AND DISCLAIMER; INDEMNIFICATION.

5.1. Limited Warranty. The Licensor warrants that for thirty (30) days from the earlier of (i) original purchase of the License to the Product, or (ii) the date the License Key is provided to you by Licensor, the Product will be free from defects in materials and workmanship and that the Product will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensor. Non-substantial variations of performance from the Documentation do not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO TRIAL AND EVALUATION AND COMMUNITY VERSIONS, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF PRODUCT. To make a warranty claim, you must return the Product to the location where you obtained it along with proof of purchase within such thirty (30) day period of the license fee you paid for the Product. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

5.2. Customer Remedies. The Licensor and its suppliers' entire liability and your exclusive

remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the License, if any, or (ii) correction of the defects, "bugs" or errors within reasonable period of time. You must return the defective media to the Licensor at your expense with a copy of your receipt. This limited warranty is void if the defect has resulted from accident, abuse, or misapplication.

5.3. NO IMPLIED OR OTHER WARRANTIES. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE PRODUCT MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

5.4. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION

IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5.5. Indemnification. Licensor shall defend and indemnify Licensee from and against any and all actions, claims, proceedings, damages, liabilities, awards, costs (including, without limitation, the reasonable legal costs of the Licensee), which the Licensee suffers and is required to pay directly as a result of the breach of any of the warranties given or the representations made by Licensor in this Agreement. You agree to indemnify, defend and hold harmless Licensor and its respective officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages and claims, and all related expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) and costs related to, arising from, or in connection with any third-party claim related to, arising from, or in connection with the actual or alleged: (i) infringement by Licensee of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy, (ii) personal injury (including death) or property damage due to the gross negligence or intentional misconduct of Licensee, (iii) infringement of third party rights resulting from authorized or non-authorized modifications, enhancements and/or fixes made by you to the Licensor Source Code or improper use and/or Operation of the Product not in accordance with Documentation and/or this Agreement; and/or (iv) breach by Licensee of any of its representations, warranties, obligations, and/or covenants set forth herein.

5.6. Licensor Warranty. Licensor hereby warrants that:

- a). it has all the necessary rights, titles, and/or interests, in Products to grant Licensee the rights and licenses contained in this Agreement; and
- b). to its knowledge, the Products does not infringe any patent, copyright, trademark or other intellectual property rights of any third party.

5.7. Refund Policy. Licensor offers a thirty (30) day from the date of purchase of the Product money back guarantee, where Licensee may terminate this Agreement within thirty (30) day period from the date of purchase of the Product upon written notice, provided that Licensor may require, from Licensee, prior to refunding the license fee an execution of a Letter of Destruction, and further provided that Licensee acknowledges that the receipt of the refund may take longer than thirty (30) days due to processing.

6. Notice to U.S. Users.

6.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," respectively, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the

Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

6.2. Export Restrictions. If you are a U.S. or EU person or entity or if you are otherwise subject to U.S. or EU laws and regulations, you acknowledge and agree that the Product may be subject to restrictions and controls imposed by the export control regulations of the United States or European Union (the “*Acts*”). You agree and certify that neither the Product nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. You may not Use, download, export, or re-export the Product into, or to a national or resident of, any country to which the United States or European Union has embargoed goods. By Using the Product, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country. You acknowledge that it is your sole responsibility to comply with any and all government export and other applicable laws and that the Licensor has no further responsibility for such after the initial license to you.

7. Your Information and the Licensor’s Privacy Policy.

7.1. Privacy Policy. You hereby expressly consent to the Licensor’s processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor’s current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference (see <https://www.ByteScout.com/privacy.php>). By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform functions its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor’s privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If “you” are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor’s processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States. The laws of such jurisdictions regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

8. Miscellaneous.

8.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Delaware without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Delaware shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Delaware and that any

action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Delaware and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; *provided, however*, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

8.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

8.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement *provided* that the Licensor and you may limit, modify or changes the applicability of the terms of this Agreement by a prior, contemporaneous or subsequent written agreement by referencing this Section 8.3 of the Agreement and expressly providing for such limitation, modification or changes. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the fullest extent permitted by law. No waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach and no waiver will be effective unless made in writing.

8.4. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum in connection with this Agreement shall be conducted solely on an individual basis. Neither you nor Licensor shall seek to have any dispute or controversy in connection with this Agreement heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. Parties further agree that no arbitration or proceeding shall be combined with another arbitration or proceeding without the prior written consent of the other party.

8.5. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department by writing to support@bytescout.com

Copyright © 2020 ByteScout, Inc. and its licensors. All rights reserved. The Product, including the Software and any accompanying Documentation, are copyrighted and protected by copyright and trademark laws and international copyright and trademark treaties, as well as other intellectual property laws and international agreements. The ByteScout's name and logo, and all related product and service names, design marks and slogans are the trademarks or registered trademarks of ByteScout. All other product and service marks contained herein are the trademarks of their respective owners. Any use of the ByteScout or third parties' trademarks or logos without the prior written consent of ByteScout or the applicable trademark owner is strictly prohibited.

Last update Feb 20, 2020.

Attachment A

Third Party Application

Tesseract Open Source OCR Engine

This package contains the Tesseract Open Source OCR Engine. Originally developed at Hewlett Packard Laboratories Bristol and at Hewlett Packard Co, Greeley Colorado, all the code in this distribution is now licensed under the Apache License:

```
** Licensed under the Apache License, Version 2.0 (the "License");
** you may not use this file except in compliance with the License.
** You may obtain a copy of the License at
** http://www.apache.org/licenses/LICENSE-2.0
** Unless required by applicable law or agreed to in writing, software
** distributed under the License is distributed on an "AS IS" BASIS,
** WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express
or implied.
** See the License for the specific language governing permissions and
** limitations under the License.
```

- Copyright (C) 2001 Leptonica. All rights reserved.
 -
 - Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:
 - 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
 - 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
 -
 - THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS
 - ``AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT
 - LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR
 - A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL ANY
 - CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,
 - EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO,
 - PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR
 - PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY
 - OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING
 - NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS
 - SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- iTextSharp 4.1.6, Dual License: under MPL, <https://www.mozilla.org/MPL/> or LGPL <http://www.gnu.org/licenses/lgpl-3.0.en.html>

Jbig2 module based on JPedal LGPL License: LGPL,
<http://www.gnu.org/licenses/lgpl-3.0.en.html>
Little CMS, License: MIT License, <http://opensource.org/licenses/mit-license.php>
FreeType, More Info: <http://freetype.sourceforge.net/license.html>
OpenJpeg, More Info: <http://www.openjpeg.org/BSDlicense.txt>
LibJpeg, License: New BSD license
<https://github.com/BitMiracle/libjpeg.net/blob/master/license.txt>
WebM codecs, Google license, <http://www.webmproject.org/license/>
Video processing tools, BSD License, <http://videoprocessing.sourceforge.net/>
LibPNG * Copyright (c) 1998-2009 Glenn Randers-Pehrson * (Version 0.96
Copyright (c) 1996, 1997 Andreas Dilger) * (Version 0.88 Copyright (c) 1995, 1996
Guy Eric Schalnat, Group 42, Inc.)
tinyXML www.sourceforge.net/projects/tinyxml Original file by Yves Berquin.
FFMPEG LGPL license zlib Copyright (C) 1995-2013 Jean-loup Gailly and Mark
Adler http://www.zlib.net/zlib_license.html
Vorbis (used by WebM codecs), BSD license: <https://www.xiph.org/licenses/bsd/>

Attachment B

Runtime Files

Files installed along with products located in */Redistributable/* with filenames starting with *Bytescout* or *ByteScout* and ending with *.dll*, *.tlb*, *.xml*, *.txt*, *.json*, *.js*