

## ATALASOFT SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

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### **A. SDK License Conditions**

i. Evaluation License Terms. "Evaluator" is defined as an individual engaged in the evaluation of the software developer kit (SDK) to ensure that the product meets the needs of the evaluator prior to a purchase. An application developed with an evaluation license cannot be deployed into production without a licensed SDK for each developer that uses the SDK. An evaluator may create only one account at Atalasoftware.com for evaluation purposes. The default period for evaluation is 30 calendar days but is revocable at any time by Atalasoftware. Contact sales to request additional evaluation time.

ii. One License Per Developer. "Developer" is defined as an individual engaged in the development of a software application (the "Application"). Use of the Software requires one license per developer. Licenses are non-transferable between developers. For example, if a company has two developers that will use the Software, said company requires two licenses. This

is the case even if the developers will not be working with the Software at the same time. This is also the case if a project involving the use of the Software is transferred from the original developer to a new developer and if the original developer returns within a one-year period.

iii. No Application Programming Interfaces. This Agreement does not allow for exposing of the application programming interface (API) functionality to non-licensed users. LICENSEE may not create a dynamic link library (DLL) that exposes or wraps functionality of the SDK to a non-licensed developer. Violation of this stipulation is subject to the interpretation of Atalasoftware and no other party. Atalasoftware reserves the right to seek punitive damages including, but not limited to, lost income from sales. Contact the Sales Department for information on an OEM license allowing the API to be exposed to other developers.

## **B. Deployment Conditions**

i. One Server License Required Per Application Server. "Application Server" is defined as a non-user computer, configured with the intention of multiple people accessing it for any kind of service that has Atalasoftware Software loaded into the server's RAM. Use of this Software requires one license per server with the server license price based on the number of CPU cores on the server. Each additional CPU core shall require additional licenses and appropriate license fees as described in Atalasoftware's current price schedule. An additional server requires additional licenses.

ii. Custom License Agreement Required for Client Applet Server. "Client Applet Server" is defined as a non-user computer that is used to directly deploy Atalasoftware Software to the client to use the Software directly from a Web Browser. This includes ActiveX components that are deployed via CAB files, and DLL's that are distributed via Microsoft .NET Web Deploy only when functionality is integrated within a browser. Please contact the Sales Department at Atalasoftware to discuss the specifics of the deployment. Web Deploying an executable (EXE) that uses Atalasoftware Software which is not embedded in a browser does not require a "Server" license.

iii. Custom License Agreement Required for Kiosk. "Kiosk" is defined as a single computer or workstation where a deployed application containing Atalasoftware code is installed. The application or the computer itself is configured for multiple users to access and use the application. Kiosk pricing is based upon volume of deployments as well as technology to be implemented in the application. Contact the Atalasoftware Sales Department to determine pricing.

iv. Quality Assurance(QA)/Testing Server Licenses. QA and Testing Server licenses are available on a case by case basis. Licensees may request a QA or Testing Server license from the Sales Department only after production server licenses have been purchased. QA and Testing Server licenses are never to be used in production. If a QA or Testing Server license has been issued to a licensee, responsibility for any and all upgrades and maintenance for the server license falls upon the licensee.

v. Custom License Agreement Required for Embedding the Software in a Hardware Device. "Hardware Device" is defined as equipment that is not a Desktop or Application Server. Example devices include: mobile devices, scanners, printers, fax machines, digital cameras, hard drives, network devices, and multi-task office machines. Contact the Atalasoftware Sales Department to discuss the specifics of the deployment and potential pricing.

vi. Custom License Agreement Required for Bundling the Software with

Hardware/Devices/Computers. "Bundling" is defined as Software that is sold with a computer or other hardware component as part of a package. Contact the Atalasoftware Sales Department to discuss the specifics of the bundling and potential pricing.

vii. COM Callable Wrapper. Atalasoftware .NET imaging toolkits are designed to be used from other .NET applications. In the understanding that some licensees need to take advantage of the components using unmanaged code the licensor can accommodate by providing a custom assembly-tied license. This custom license will allow a licensee to call Atalasoftware .NET assemblies from non .NET applications by developing a COM Callable Wrapper. This license requires custom development and a license amendment. Contact the Sales Department to determine pricing.

viii. Royalty Free Runtime Desktop Distribution. "Desktop" is defined as an "end-user" personal computer (PC) that may have Applications installed that directly, or indirectly, utilize the Software. A single SDK provides for unlimited distribution of Applications utilizing the Software onto Desktop environments. This does not apply to DotImage Add-Ons that require desktop runtimes. Refer to the online product description pages to determine current runtime fees.

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11. **NON-WAIVER.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

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