Docutain SDK Test License Agreement

Preamble

INFOSOFT Informations- und Dokumentationssysteme GmbH, Maria Trost 25, 56070 Koblenz, Germany (hereinafter called "Licensor") offers interested customers (hereinafter called "Customer") a Test License to test the functionalities of the Docutain SDK (hereinafter called "SDK"), consisting of Document Scanning, Barcode Scanning and Data Extraction with OCR for mobile devices.

The Customer intends to explore the functional scope of the SDK with its Test License. The Customer does not intend any commercial use of the SDK during the test period.

The SDK may only be used by entrepreneurs as defined by § 14 BGB (German Civil Code).

1 Subject matter of this Agreement

1.1 Subject matter of this agreement is the time-limited provision of Licensor's SDK in binary libraries for test purposes and the provision of a documentation for the SDK in electronic form.

1.2 Source codes, development materials, and Open-Source Software used within the SDK are excluded from this Agreement.

2 Provision of SDK

2.1 To test use the functions of the SDK for the trial period, the Customer will receive an email from Licensor with a license key.

2.2 Licensor provides the documentation for the SDK in electronic form and in English. Printed documentation is not provided. During the Trial Period, Licensor does not provide support services to the Customer.

3 Grant of License for Testing Purposes and Restrictions

3.1 Subject to the terms of the License Agreement, Licensor grants the Customer a non-exclusive, non-transferable, time-limited right to test use of the SDK in the scope of and for the purposes of this License Agreement.

3.2 The Customer may use the SDK in its App for internal testing and evaluation purposes only. Under no circumstances may the Customer use the SDK or its App which contains the SDK for commercial purposes during the testing period. Customer is not authorized to market, promote, sell or distribute the SDK or its App which contains the SDK in whole or in part. Customer may use its App for testing and evaluation purposes to temporarily evaluate its App and demonstrate it for internal purposes. On the other hand, the Customer may not permanently integrate its App, neither as a whole nor in part, into its own software environment or use it productively in any way whatsoever.

3.3 A duplication of the App in which the SDK is contained, or of the SDK, is permissible for the Customer only to the extent necessary for the contractual use of the SDK. Under no circumstances may the Customer reproduce the App that includes the SDK or duplicate the SDK on platforms through which the Apps may be distributed, in particular Apple AppStore or Google Play. Nor may the

Customer use and duplicate the App that contains the SDK as internal corporate App. Necessary duplications include the installation of the SDK on the mass storage of the hardware used, as well as loading the SDK into the working memory.

3.4 The License Agreement excludes any and all Open-Source Software used within the SDK. License information on these components is available.

4 Customer's Obligations

4.1 The Customer may not use the SDK after completion of the Trial Period.

4.2 The Customer is prohibited from using, leasing, passing on or transferring its App with a trial license for productive purposes.

4.3 At the end of the test period, the Customer must properly delete the test data, hand over backup copies created, uninstall the SDK and irreversibly delete any remaining software remnants from the IT system. At Licensor's request, the Customer is to confirm the fulfillment of the obligations in writing.

4.4 Any technical implementation as well as the fulfillment of system requirements of the SDK are the Customer's own responsibility. The Customer is obliged to adhere to the requirements of the SDK, regarding the correct technical implementation and use of the SDK. The Customer acknowledges that improper implementation and use may result in deficiencies in the functionality of the SDK or even the entire App even after the Trial Period has expired.

4.5 The Customer is obliged to follow all SDK security precautions. In particular, the Customer must refrain from bypassing authentication or encryption mechanisms, performing reverse engineering (unless expressly permitted by law), or misusing SDK methods for purposes other than those intentionally intended by Licensor.

4.6 When using the SDK, the Customer will comply with all applicable laws, including (but not limited to) copyright, trademark, privacy, and import/export regulations. In addition, the Customer will comply with all license terms of all Open Source Software used within the SDK and disclosed by Licensor (e.g. in text files delivered with each respective current version of the SDK).

4.7 The Customer is obliged to back up its data at regularly scheduled intervals, commensurate with the risk involved with the use of the SDK.

5 Warranty and Limitation of Liability

Pursuant to Sec. 599 BGB, Licensor is only liable for intent and gross negligence.

6 Trial Period and Charge

6.1 The Trial Period of this Test License Agreement begins with the generation of the license key and is valid for 30 days. The Customer is authorized to use the SDK as set out only during the Trial Period.

6.2 Ordinary termination of this Agreement during the Trial Period is excluded. The right to extraordinary termination remains unaffected. Notice of termination must be given in text form (e.g., e-mail) to be effective.

6.3 The transfer of the SDK for test purposes is free of charge for the Trial Period.

7 Secrecy

Licensor and Customer may have access to non-public, confidential information of the other party. Confidential Information includes, without limitation, technical, financial, and corporate information, corporate plans, and any information that would be identified as confidential upon disclosure or that would be understood by a reasonable person to be confidential at the time of disclosure.

8 Applicable law, place of jurisdiction

8.1 Both parties agree to the application of the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

8.2 The place of jurisdiction for all disputes arising from or in connection with this Agreement is Koblenz.

8.3 The language of this Agreement is English. Insofar as translations are made of this Agreement or other Agreement-related declarations and documents, the English version alone shall be legally binding.