

LEADTOOLS 商业分发授权协议

LEADTOOLS Commercial Distribution License

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(Street Address)

(City, State, Postal Code, Country)

电话(TEL.): _____ 传真(FAX): _____

LEADTOOLS SDK 及授权附件: 见附表 1 (指“LEAD SDK”)

本商业分发授权协议是由美国 LEAD 技术有限公司和被授权方双方签订。

Recitals

1. Licensee has heretofore obtained a development license to use the LEAD SDK in connection with the development of the End User Software identified on Schedule 1 (End User Software) in accordance with the terms of the LEADTOOLS LEAD SDK License Agreement, a copy of which is included in the LEAD SDK packaging and online help file, and the terms of which are hereby incorporated herein by this reference (herein the License Agreement). Capitalized terms not otherwise defined herein will have the meanings set forth in the License Agreement.
2. Licensee now wishes to obtain a license whereby it may commercially distribute the End User Software to end users, and LEAD is willing to grant the licenses described herein provided Licensee complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Effectiveness of License Agreement; Grant of Duplication and Distribution License.

(a) License Agreement. Licensee acknowledges that its use of the LEAD SDK is governed by the terms, conditions, limitations and restrictions contained in the License Agreement and hereby agrees to faithfully abide by such terms and conditions and will not take any action with respect to the LEAD SDK prohibited by the License Agreement. This Agreement is supplementary to the License Agreement, and this Agreement and the License Agreement together will govern Licensees use of the LEAD SDK and its deployment of the End User Software. Unless otherwise modified by the terms of this Agreement, all of the terms and conditions of the License Agreement remain in full force and effect. In the event of an inconsistency between this Agreement and the License Agreement, this Agreement will control.

(b) Commercial Distribution License. Under LEADs intellectual property rights, and subject to all the terms and conditions set forth in this Agreement and the License Agreement, including without limitation, the payment of the deployment licensing fees described in paragraphs 2 and 3 hereof, LEAD hereby grants Licensee a non-exclusive, non-transferable, worldwide license to reproduce (and have reproduced) exact copies of the LEAD SDK Redistributables (as such term is defined in the License Agreement) and include such files in the End User Software, and to commercially distribute the End User Software, directly and through customary distribution channels, to end users for their use without further distribution. The type of Deployment (e.g. Single user, Server, Mobile, Multi-user) that is permitted hereunder is set forth on Schedule 1.

2. License Fees for Deployments of End User Software. Licensee must purchase a deployment license for each Deployment of End User Software (Deployment License). For purposes hereof, a Deployment of End User Software includes any and all copies of End User Software installed, used, distributed, leased, sold or otherwise disposed of by Licensee, and any of its customers, employees, distributors, resellers, affiliates or other channel partners.

3. Deployment License Pricing.

(a) Deployment License Pricing. The pricing for Deployment Licenses is set forth on Schedule 2 hereof.

(b) Evaluation and Demo Versions. Licensee may have an evaluation version of the End User Software that it makes available free of charge to prospects, provided the evaluation version expires within 30 days of a prospect's installation of the evaluation version, and provided it is covered by an evaluation license agreement that provides that the prospect may only use it for evaluation purposes. In addition, Licensee may issue a reasonable number of demonstration copies of the End User Software to its sales and support staff, for their use in connection with selling and supporting the End User Software. No deployment license fees will be payable for evaluation and demo versions of the End User Software deployed in accordance with this paragraph.

4. Record Keeping: Reporting and Payment. Licensee agrees to maintain full, clear and accurate records as to all Deployments of the End User Software. If Licensee is commercially distributing the End User Software through distributors or resellers, Licensee will ensure that its distributors and resellers maintain adequate records to reflect all licenses in the End User Software that are sold or otherwise distributed by such parties. LEAD will send Licensee a quarterly deployment report form to complete at the end of each quarter and Licensee will submit the report to LEAD, within thirty (30) days of the close of each calendar quarter, setting forth the number of Deployments of End User Software made during such quarter. If Licensee has new Deployments for the quarter and does not have any unused prepaid deployment licenses, Licensee will pay LEAD the applicable non-prepaid deployment license fee as set forth on Schedule 2 hereof. If Licensee has purchased prepaid deployment licenses, Licensee will report any new Deployments made during the quarter, and subtract the new Deployments from its inventory of prepaid Deployment Licenses. If no Deployments have been made during said quarter, Licensee will return the report form stating that no Deployments have been made. LEAD shall have the right, no more than once during any calendar year, to have an independent certified public accountant or other disinterested third party inspect the relevant records of Licensee on thirty (30) days notice and during regular business hours to verify the reports and payments required to be made hereunder. Should an underpayment in excess of five percent (5%) be discovered, Licensee shall pay the cost of the audit. If Licensee is more than thirty (30) days late with any payment of amount due hereunder, interest will accrue from the date due until paid at the lesser of (i) 1.5% per month or (ii) the maximum rate of interest permitted by law. All amounts due hereunder are based on United States currency.

5. New Versions; Upgrades; Annual Maintenance for Deployment Licenses. Minor version updates to the LEAD SDK (e. g. patches or point releases) are provided to Licensee free of charge via LEADs web site. Licensee may license major new versions of the LEAD SDK (e. g. LEADTOOLS version 18, 19 LEADTOOLS 2014 or such other major version designation as may be hereafter adopted by LEAD) by purchasing a development license to the new version at LEADs then prevailing upgrade price. No additional deployment licensing is required for minor version updates. If a major new version of the LEAD SDK is included in an upgrade to the End User Software, each Deployment License that is upgraded will require an Upgrade Deployment License. The Upgrade Deployment License price is 40% of the published price of the Deployment License for the new version of the LEAD SDK for the applicable quantity of

附表 2

Schedule 2

部署授权价格表

Deployment License Pricing

a) 非预付价格 (Non-prepaid Prices)

b) 预付数量部分价格 (Prepaid quantity block pricing):

Notes

The pricing set forth in section I is applicable for any and all Deployments for which Licensee has not purchased a Deployment License before the applicable Deployment of End User Software to the end user.

To select a volume prepaid option in Section II, Licensee shall send LEAD a purchase order covering the desired quantity before making the Deployments covered by the purchase order, and LEAD will generate an invoice covering the prepaid licenses and issue Licensee a License Certificate reflecting the number of prepaid Deployment Licenses.

For example, if Licensee projects 50 Deployments, and would like to take advantage of the quantity 50 prepaid volume discount, Licensee must prepay for 50 Deployment Licenses at the volume discount rate shown above. Thereafter, from time to time, if Licensee requires additional Deployment Licenses and wishes to pay a rate of less than the non-prepaid rate described in Section I above for such additional Deployment Licenses, Licensee will be required to send LEAD another purchase order for the volume required.

For quantity purposes, each purchase order will be viewed separately, and not cumulatively. For example, if Licensee prepays for 50 Deployments and subsequently places another order for 50 additional Deployments, the price for the additional 50 unit purchase will be at the quantity 50 prepaid price, not the quantity 100 prepaid price.

Any Deployment for which Deployment Licenses has not been prepaid prior to distribution is governed by the Trailing Reporting Option and will require the non-prepaid rate set forth in section I above.

Server license pricing is based on the number of core processors that are present on a server machine. Any configuration of up to 4 core processors will require a single server license. Additional server licenses are required if there are more than 4 core processors, with one additional server license being required for each full or partial set of 4 additional cores. For example, a server containing either a single core, dual or quad-core processor will require one server license. A server with two quad-core processors will require 2 server licenses. A server with a single multi-core processor with 8 cores will require two server licenses. A server with 6 single core processors will require two server licenses. A server with 3 quad core processors will require 3 server licenses.