

LICENSING for the use of MyScript Interactive Ink® SDK natives libraries

(V.1 September 2017)

NOTICE TO USER:

THIS IS A CONTRACT. THIS END USER LICENSE AGREEMENT IS A LEGALLY BINDING CONTRACT THAT SHOULD BE READ IN ITS ENTIRETY. BY INSTALLING THIS SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, YOU WILL NOT BE ABLE TO USE, INSTALL OR OPERATE THE SOFTWARE, AS DEFINED BELOW.

This electronic end-user license agreement (hereinafter referred to as “Agreement”) governs your use of MyScript Interactive Ink SDK that you are about to download in object code form (hereafter referred to as the “Software” and further defined below) and is an agreement between MyScript (as further identified on last page and hereinafter referred to as “we”, “us”, “our” as the context requires) and you (either an individual or an entity, the licensee . This Agreement takes effect when you install the Software (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

Section 1 – Definitions

“Account” means your MyScript personal account created by you on the MyScript Developer Portal allowing you to use the Software and distribute the Application.

“Application(s)” means the application software developed by you using the Software.

“Certificate Server” means the MyScript server managing the control of the validity of the Licenses, by providing online registration to End-Users devices in order to enable the Licenses to run on them.

“Confidential Information” means any information concerning the Software and any information disclosed by a party to the other party including but not limited to information communicated to the party by other party’s employees or agents, in relation with party’s services, designs, opportunities, finances, research, development, know-how, personnel, or third-party confidential information; Confidential Information, however, does not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach of this Agreement; (ii) the party can demonstrate to have had rightfully in its possession prior to disclosure to the party by other party with written records; (iii) is independently developed by the party without the use of any Confidential Information; (iv) the party rightfully obtains from a third party who has the right to transfer or disclose it without breach or violation of any obligation of confidentiality.

“Documentation” means the user documentation related to the Software and made available by MyScript to you, as updated from time to time.

“End-User” means the final client who is using the Application.

“MyScript License(s)” or “Licenses” means the per-Application and per-device license right for the MyScript Technology runtime libraries and files intended for duplication and distribution with the Application which are necessary to run the Application.

“MyScript Runtime(s)” means the MyScript Technology runtime libraries and files intended for duplication and distribution with the Application which are necessary to run the Application.

“MyScript Technology” is a technology for Handwriting Recognition (“HWR”) developed and owned by MyScript.

“Software” shall refer to MyScript’s Interactive Ink SDK proprietary computer software tools, libraries and related Documentation that are used in order to develop Applications integrating natural handwriting recognition and digital ink management features enabled by the MyScript Runtimes.

Section 2 – Development License Rights and Restrictions

2.1 Grant of Development License

Subject to your acceptance and to your compliance with the terms and conditions of this Agreement, MyScript grants you a non-exclusive, personal, royalty-free and non-transferable Software development license for the sole purpose of developing Application(s) using the Software

2.2 Non transfer

The license to the Software under this Agreement is personal and non-transferable. Consequently, you undertake to comply with this restriction and particularly, not to distribute or commercialize any Application/solution that (I) exposes the API delivered with the Software, (II) includes any type of replication of such APIs, (III) purports to sublicense the Software development license provided under this section 2 or whose purpose would be to provide, directly or indirectly equivalent functionalities to those of the Software development licenses or (IV) provides substantially the same functionality as the Software, that is to provide the capacity to use and/or integrate MyScript Technology in other applications.

Section 3 – Distribution License

3.1 Grant of Distribution License

Subject to your acceptance and to your compliance with the terms and conditions of this Agreement and, upon creation of your Account, MyScript grants you a non-exclusive, personal and worldwide distribution license to market and distribute to End-Users your own Application(s).

3.2 Your Account

A valid Account is required in order to use the Software libraries as well as the Licenses and be able to distribute the Application. You shall create this Account by registering accurately the required information on <https://developer.myscript.com> (hereinafter referred to as « MyScript Developer Portal »). You understand and agree that the Software shall only be made available to you as long as your Account is activated and valid.

3.3 MyScript Runtime Licenses

Upon your creation of a valid Account, MyScript will grant you a royalty-free license to distribute a limited number of MyScript Licenses.

Additional Licenses shall be ordered via the MyScript Developer Portal and will be subject to (i) your acceptance of the terms and conditions applicable to the MyScript Developer Portal and to (ii) your payment of a specific fee. For more information about pricing, you can check our dedicated MyScript Developer Portal web page at <https://developer.myscript.com/pricing>.

Section 4 – Download of the Software and License Activation

4.1 Download of the Software

You can download the Software libraries on several package manager websites, as made available by MyScript. The availability of the Software libraries depends on various factors, such as communication networks and third party providers. MyScript does not warrant that the Software libraries will operate and/or be available at all times without disruption or interruption.

Thereafter and as specified in section 3.2, you will need to create an Account on the MyScript Developer Portal to use the Software and distribute your Application.

4.2 Certificate Server and Activation of the Licenses

Once the Application is launched by an End-User, the Application will automatically connect to the Certificate Server (via Internet or mobile network) that will control the validity of the License. If the associated License is valid, the End-User will then be able to use the Application for an unlimited period of time.

4.3 Certificate Server Availability

MyScript will use commercially reasonable efforts to maintain a high uptime availability of the Certificate Server, make the Certificate Server available with a Monthly Uptime Percentage of at least 98% of the time. Availability will be calculated per calendar month, as follows:

- $(\text{Total} - \text{Downtime}) / (\text{total}) \geq 98\%$

- "Total" means the total number of minutes in the month.

- "Downtime" means the total number of minutes for which the Certificate Server was unavailable. Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any exclusion as stated in Section 4.4.

4.4 Changes

You acknowledge and agree that MyScript may in its sole discretion decide to set or change a fixed upper limit on the number of transmissions send or receive through the Certificate Server. MyScript may interrupt, without notice, access to all or part of the Certificate Server, without any liability to you, if: (i) MyScript needs to carry out permit maintenance operations and/or for update purposes necessary for the proper functioning and improvement of the Certificate Server; (ii) Your or your End-Users' use or registration poses a security risk, as determined by MyScript, to the Certificate Server or any third party; (iii) Your or your End-Users' use or registration may adversely impact the Certificate Server, including cases where such use and registration may be fraudulent; (iv) Your or your End-Users' use or registration may subject MyScript or any third party to liability; (v) You have ceased to operate in the ordinary course, including cases where you are subject to bankruptcy, reorganization, liquidation or similar proceedings.

Section 5 – Restrictions

5.1 – Storage and regulated use of the Software and the Application

5.1.1 You agree to restrict access to the Software so that only those employees and contractors entitled to view such Software under the terms of Section 11 below may see or use the Software. You will make only as many copies of the Software and documentation as are reasonably necessary for the purpose of this Agreement. You must preserve any proprietary rights notices on or in the Software and must place all such notices on and in any copies made thereto.

5.1.2 You agree not to (and shall not allow or enable any third party, including End-Users of your Application(s) to) (i) reverse engineer, disassemble, create derivative works, modify or attempt to discover the source code of the Software, (ii) network, rent, lease, sell, transfer, or further sublicense the Software, (iii) transfer the Software into another computer language, (iv) or reproduce or distribute the Software other as specifically authorized by this Agreement, or authorize any third party to do any of the foregoing.

5.1.3 You shall require End-Users to agree to terms of use (EULA) that protect the Application (and the rights to any technology included therein) to at least the extent of the provisions contained in this

Section and state that you and your supplier(s) or licensor(s) retain all right, title and interest in the Applications and any technology included therein.

5.2 – Copyright

You undertake to mark, physically or electronically, each and every Application that integrates MyScript Technology, with the trademark « MyScript® » according to MyScript’s latest applicable marketing and communication guidelines. You shall include a MyScript copyright attribution notice referring to MyScript’s handwritten recognition Technology in each and every Application in a way that is discoverable by End-Users.

5.3 – Compliance to your needs

You declare to have sufficient knowledge of the Software following tests and evaluation and are therefore capable to determine, as a professional, the suitability of the chosen options and to consider whether the Software complies with your needs. Except for the express warranties of MyScript provided in this Agreement, the Software is supplied on an “as is” basis.

5.4 – Obligations regarding your employees

You warrant that your employees will not breach any provision of the present Agreement or infringe MyScript’s proprietary rights in and to the Software and Licenses under this Agreement. In addition, you agree not to grant to such employees any rights to which you are not entitled under this Agreement.

5.5 – Third Party Open source software

You hereby acknowledge that the Software does contain open source software. You agree to review any documentation or .text files that accompany the Software in order to determine which portions of the Software are open source software and are licensed under an open source software license. To the extent any such license requires that MyScript provides you the rights to copy, modify, distribute or otherwise use any open source software that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable open source software license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such open source software. You acknowledge that the open source software license is solely between you and the applicable licensor of the open source software. You shall comply with the terms of all applicable open source software licenses, if any.

Section 6 – Technical Support and Updates

6.1 - Technical Support

MyScript does not provide any technical support to you. Any technical questions may be submitted on the MyScript developer forum: <http://developer-support.myscript.com/support/discussions/>.

6.2 - Updates

MyScript may provide you with updates of the Software.

Section 7 - Term and Termination

7.1 – License Term

The term of this Agreement shall begin when you download the Software and shall continue, unless otherwise terminated pursuant hereto, in perpetuity.

7.2 Termination for Breach

Notwithstanding the foregoing, either party may terminate this Agreement if the other party is in breach of any provision of this Agreement and, where such breach is capable of cure, the breach remains uncured for more than 30 days following the receipt of written notice thereof from the non-breaching party specifying the default in sufficient detail to enable the defaulting party to cure the breach.

7.3 Termination for Convenience

7.3.1 Termination by You

You may terminate the Agreement without cause at any time, by sending us an email at termination.developer@myscript.com. You shall include the email address you used to create your Account. In such a case, your Account will be deleted and the unused prepaid Licenses will not be refunded to you.

7.3.2 Termination by MyScript

MyScript may change, discontinue or terminate this Agreement and/or Software offerings, without cause and at any time. We will notify you of such material change or discontinuation, subject to a commercially reasonable prior notice. MyScript may terminate this Agreement by offering you a superseding Agreement, notably when ordering additional Licenses through the MyScript Developer Portal, for the Software or any replacement, or modified version of, or upgrade, or new release of the Software and conditioning your continued use of the Software or such replacement, modified or upgraded version or new release on your acceptance of such superseding Agreement.

7.4 Effect of Termination

Upon termination or expiration of this Agreement:

- You shall cease using the Software and distributing any Application and will cause any and all resellers and distributors to cease distributing such Application(s). Termination will not affect the validity of the properly granted End-User Licenses of the Application distributed by you prior to the termination; and

- You shall cease forthwith to include references to MyScript in all documentation or any of your products and services; and
- You shall destroy every copy of all Software materials or other intellectual property supplied to you under this Agreement and you shall certify in writing that you have destroyed all of MyScript's property, if so asked.

Section 8 – Intellectual Property Rights

MyScript retains exclusive ownership of any and all rights, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and any other intellectual property and other proprietary rights throughout the world) in and to the Software, and all copies (by whomever made) thereof. This Agreement in no way permits the transfer of all or part of these rights to you or generally to any third party and does not constitute a sale of the Software or any portion thereof. Both parties acknowledge and agree that MyScript may be independently creating applications, content and other services that may be similar to or competitive with the Application and its content. Nothing in this Agreement will be construed as restricting or preventing MyScript from creating, using or otherwise distributing such applications. You recognize that MyScript grants no licenses except for the license expressly set forth herein.

Section 9 - Warranty and Indemnification

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED WITHOUT ANY GUARANTEE OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, SUCH AS WARRANTIES, CONDITIONS OF MERCHANTABILITY, NON INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. MYSCRIPT GIVES NO UNDERTAKINGS AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WITH REGARD TO THE RELEVANCE, CONTINUITY, ACCURACY, RELIABILITY, COMPLETENESS, AND ABSENCE OF ERRORS, VERACITY, TIMELINESS, QUALITY, VALIDITY, AVAILABILITY, AND USEFULNESS OF THE SOFTWARE. YOU SHALL BE FULLY RESPONSIBLE FOR THE RISKS INCURRED BY PLACING YOUR RELIANCE ON, AND FOR ALL CONSEQUENCES OF YOUR USE OF THE SOFTWARE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. MYSCRIPT'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE SOFTWARE SHALL NOT EXCEED ONE HUNDRED AND SIXTY (160) EUROS. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE CONSIDERATION BETWEEN MYSCRIPT AND YOU AND IS A CONTROLLING FACTOR IN THE SETTING OF THE LICENSE FEES PAYABLE TO MYSCRIPT.

The Software conforms to current French law and applicable standards. Photographs, texts, drawings, information and reproduced characteristics illustrating the Software are merely for illustration

purposes and are in no way binding. MyScript will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

Section 10 - Publicity

You hereby grant MyScript the non-exclusive right to list you as a customer and use your logo on MyScript's website, on publicly available customer lists, and in media releases. You shall use the mention "Powered by MyScript®" when communicating on and distributing your Application.

Section 11 - Confidentiality

Confidential Information shall be held confidential by each party. Each party shall not disclose Confidential Information to third parties without the other party's written consent, except as permitted pursuant to this Agreement. Each party shall disseminate the other party's Confidential Information among its employees, affiliates, agents and subcontractors only on a need-to-know basis and shall use such Confidential Information only for the sole purpose of using the Software and performing its rights and obligations hereunder. To the extent a party is required by applicable law, regulation, or a government agency or court order, subpoena, or investigative demand, to disclose Confidential Information, parties shall use their reasonable efforts to minimize such disclosure and obtain an assurance that the recipient shall treat such Information as confidential. This confidentiality provision shall survive the termination or expiration of the entire Agreement by a period of five (5) years. Confidential Information is and remains the sole property of the disclosing party.

Section 12 – Data protection

12.1 Any personal information you submit to MyScript as part of this Agreement will be treated in accordance with MyScript's Privacy Policy, which can be viewed at <http://www.myscript.com/privacy-policy/>.

12.2 You agree that it is your responsibility to protect the privacy and other legal rights of the End-Users by ensuring that, should the developed Application enable the collection, use or processing of End-Users' personal information, then all End-User's personal information are maintain and process by you in accordance with your own privacy policy and all applicable laws and regulations in any countries in which the Application is distributed or used.

13 - Miscellaneous

13.1 No Waivers. The failure by a party to enforce any provision of this Agreement will neither constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers shall be in writing to be effective.

13.2 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

12.3 Assignment. This Agreement shall not be assigned by either party without the other party's prior written consent. Such consent shall however not be unreasonable withheld or delayed. Notwithstanding the above, MyScript shall not be prevented or restricted from assigning all of its rights and obligations under this Agreement (a) to any affiliate; or (b) in connection with any merger, consolidation, reorganization, or restructuring, or the sale of all or substantially all of its assets and/or business which is the subject of this Agreement.

12.4 Force Majeure. Either party to this Agreement shall be excused for its failure or delay in performance at any time during which performance is prevented by an act of God as defined by the case law of the French "Cour de Cassation". This may include but shall not be limited to: (i) epidemic, landslide, lightning, earthquake, fire, explosion, accident, storm, flood or similar occurrence, an act of the public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar industrial or labor action; (ii) the order of judgment of any court, administrative agency or government officer or body. This Section shall not relieve the non-performing party from using reasonable efforts to overcome or remove such force majeure with all reasonable dispatch. A party claiming the benefit of this Section shall give prompt written notice to the other party of the events giving rise to the assertion and the estimated duration thereof and shall keep such other party reasonable advised as to the progress of such party's efforts to overcome or remove such force majeure.

12.5 Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of France, regardless of its conflict of laws principles. The Parties consent to the exercise of exclusive jurisdiction by the Paris courts for any claim relating to this Agreement.