ONBARCODE SOFTWARE LICENSE AGREEMENT

(Revised October, 2007)

IMPORTANT: Read carefully the following license agreement before installing or using ONBARCODE Software Products, and/or all related materials.

This License Agreement is a legal agreement between you ("You"), either a person or a single entity, such as a company or organization, and ONBARCODE ("ONBARCODE"), for the ONBARCODE Software Products, which includes computer software, and may include associated media, printed materials, and online or electronic documentation (such products and materials being hereinafter referred to as "Software").

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND DO NOT INDICATE YOUR ACCEPTANCE, YOU WILL NOT BE PERMITTED TO USE ONBARCODE SOFTWARE.

1. GENERAL LICENSE GRANTS AND LIMITATIONS

Software Ownership

This is a license agreement and NOT an agreement for sale. ONBARCODE owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1.1. General License Grant

The Software is licensed per individual developer using the Software for development purposes. Each developer who desires to use the Software must hold a valid license. ONBARCODE grants to you, as an individual, a personal, single, nonexclusive license to use the Software, and to make and use copies of the Software for the purposes of designing, developing, testing, and demonstrating your software product, provided that you are the only individual using the Software. If you are an entity, ONBARCODE grants to you, as a single entity, a personal, single, nonexclusive license to use the Software, and to make and use copies of the Software, provided that for each individual using the Software within your organization, you have acquired a separate and valid license.

The licensed version(s) of the Software in the package are royalty free for use in compiled application(s) only. You agree that you are licensing the Software for its end use only and not for resale or redistribution. Such activities may be performed only by ONBARCODE authorized resellers. The redistribution restriction does not apply to the demo version of the Software.

1.2. Developer License

For a single developer license, you are granted a license as a single developer (individual) to the particular licensed version of the Software. You are granted the right as a single individual to distribute your application(s) compiled with ONBARCODE Software incurring no royalty-fee, regardless of the number of copies you redistribute or the price of your application(s), provided that the application(s) are developed solely by you. You may not distribute ONBARCODE Software Products in order to use them in development environments or tools developed by you and must ensure that ONBARCODE Software cannot be re-used for any purpose outside of your distributed application(s). If you use ONBARCODE Software in such application(s) the users of these application(s) must also obtain a developer license as they are also considered developers that use ONBARCODE Software.

1.3. Subscription License

The Subscription License is built on top of the Developer License. You are further granted a license as a single developer (individual) to all versions of the particular licensed Software released during the period of the subscription.

1.4. Source Code License

For Source Code license, you are granted a license with full Source Code as a single developer (individual) to the particular licensed version of the Software. The following requirements are applicable only to owners of source code licenses.

1.4.1. Source Code Modification

You are granted the right to view, modify and extend the Source Code in order to meet any type of additional functionality required by your application(s). You may distribute the Source Code in compiled form provided that you comply with the distribution requirements outlined in section 2.1, 2.2 and 2.3.

1.4.2. No Source Code Distribution

You may not distribute or share the Source Code, parts of it, design patterns, algorithms and any other information related to it to third parties.

1.4.3. ONBARCODE retains all rights to refuse to sell a source code license to any individual, company or other type of entity.

1.5. OEM Licensing

ONBARCODE provides a flexible OEM licensing program to suite customers' requirements for an OEM integration solution. Please refer to OEM Sales for the OEM / Software Integration Program.

1.6. Small Company Developer License

1.6.1. Eligibility Requirements

ONBARCODE grants the rights of the Developer License to qualifying organizations, which gross annual revenue or funding of less than USD 2,000,000.

1.7. Server License

ONBARCODE allows Software to be deployed on 1 web server. Additional web server licenses must be obtained if your application(s) is going to be deployed on more than one commercial web servers. There is no restriction on the number of CPU units in the web server.

1.8. Product Redistribution License

You are granted the right as to distribute your 1 application compiled with ONBARCODE Software incurring no royalty-fee, regardless of the number of copies you redistribute or the price of your application, provided that the application is developed solely by you.

1.9. Documentation

You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or "online", or in electronic form) beyond your premises, and provided that you do not remove or obscure any trademark or copyright, that appear on the documentation of the Software, as delivered to you by ONBARCODE.

1.10. Archival or Backup Copies

You may copy the Software for backup and archival purposes, provided that the original and each copy are kept in your possession and that your installation and use of the Software does not exceed that allowed in the "General License Grant" section above.

1.11. Redistributable Code

You may not redistribute any part of the Software, except the run-time library (.jars) and assemblies (.dlls). These jars and dlls may only be redistributed upon your compliance with the Redistributable Code License rights described below.

1.12. Priority Support

As part of your license you are entitled to Priority Support Package which guarantees response within 24 hours.

When your Priority Support is active, you may contact OnBarcode by email.

Support is provided to the appropriate individual that (1) ordered the License; or (2) is integrating the Library.

If Single Developer License is purchased, technical support is provided for only one Developer.

If the 5 Developer License is purchased, technical support is provided for up to 5 Developers.

If the Unlimited Developer License is purchased, technical support is provided for an unlimited number of Developers.

If the Priority Support Subscription expires, you may obtain free technical support by referring to support documents at the website (http://www.onbarcode.com) or by renewing the Priority Support.

2. NON-COMPETITION CLAUSE

Your software can not compete with the Software. Under no circumstances may the product be used in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any ONBARCODE Software.

3. OTHER RIGHTS AND LIMITATIONS

3.1. Reservation of Rights and Title

ONBARCODE reserves all rights not expressly granted to you in this License Agreement. The Software is protected by copyright and other intellectual property laws and treaties. ONBARCODE owns the title, copyright, and other intellectual property rights in the Software. Any use or disclosure of the Software, or of its algorithms, protocols, interfaces, other than in strict accordance with this License Agreement, may be actionable, as a violation of our trade secret rights.

3.2. No Reverse Engineering, No Decompilation and No Disassembly

You may not reverse engineer, decompile, or disassemble the Software.

3.3. No Sublicensing, Rental, No Leasing and No Lending

You may not sublicense, rent, lease or lend any portion of the Software.

3.4. No Storing onto a Server

You may not place the Software onto a server so that it is accessible via a public network such as an Intranet or the Internet.

3.5. Transfers

The License for the Software may not be transferred or assigned to anyone without the prior written consent of ONBARCODE. Any authorized transferee of the Software shall be bound by the terms and conditions of the License Agreement.

3.6. Consent to Use of Technical Data

You agree that ONBARCODE may use technical information gathered as part of the product support services provided to you, if any, related to the Software. ONBARCODE may use this information to improve the Software or to provide customized services to you and will not disclose this information in a form that personally identifies you.

3.7. Additional Software/ Updates

This License Agreement applies to updates, supplements, add-on components, or Internet-based services, of the Software that ONBARCODE may provide to you or make available to you after the date you got your initial copy of the Software, unless ONBARCODE provides other terms along with the updates, supplements, add-on components, or Internet-based services components, of the Software.

3.8. Upgrades

To use a version of the Software identified as an upgrade, you must first be licensed for the version of the Software identified by ONBARCODE as eligible for the upgrade. After upgrading, you will no longer receive Support for the Software that formed the basis for the upgrade.

3.9. Termination

The term of this License Agreement is for 30 days from date of receipt of product unless extended by ONBARCODE. Should you decide to purchase the full version of the product being evaluated, and the use of the Software will be governed by the License Agreement entered into upon Software purchase. This License will terminate automatically if you fail to comply with any term or condition of this License. Upon termination, all Software must be destroyed or returned to ONBARCODE.

3.10. Limited Warranty

ONBARCODE makes no warranty as to the operational performance of the Software, the accuracy, completeness, or usefulness of any information provided with this Software, or the advisability of using the Software in conducting your business. The Software is provided "as is" without warranty or representation, either express or implied, as to performance, merchantability or fitness for any particular purpose. The entire risk as to the quality and performance of the Software is assumed by you. Because software is inherently complex and may not be completely free of errors, you are advised to verify all work and to make backup copies. In no event shall ONBARCODE or anyone else who has been involved in the creation, production or delivery of this Software be liable for any direct, indirect, special, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits, business interruption, benefits, use, or data resulting from the use of this Software, or arising out of any breach of any warranty. Some states do not allow the exclusions or limitation of direct, incidental or consequential damages so the above limitation may not apply to you.

3.11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall ONBARCODE of its suppliers of resellers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software of the provision of or failure to provide support services, even if ONBARCODE has been advised of the possibility of such damages.

3.12. Controlling Law

This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law provisions, and your consents to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. The United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded, will not govern this License Agreement. If either you or ONBARCODE employs attorneys to enforce any rights arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

3.13. Severability

If any provisions are held void, invalid, unenforceable or illegal, the remaining terms and conditions shall remain valid and enforceable.

3.14. Entire Agreement

This License Agreement constitutes the complete and exclusive agreement between you and ONBARCODE with respect to the subject matter hereof and supersedes all prior oral or written

understandings, communications or agreements not specifically incorporated herein. This License Agreement may not be modified except in writing signed by authorized representatives of you and ONBARCODE.

Copyright @ OnBarcode.com 2012. All rights reserved.