Scanbot SDK Software Evaluation License Agreement

Preamble

Scanbot SDK GmbH, Adenauerallee 120-122, 53113 Bonn, Germany, represented by its CEO Christoph Wagner (hereinafter referred to as "**Licensor**") offers interested customers (hereinafter referred to as "**Customer**", together with Licensor the "**Parties**") a technology for scanning QR- and Barcodes, creating high quality scans of all kinds of documents, optical character recognition ("**OCR**") and additional related features for certain mobile devices. To enable its Customers to use the technology from Licensor as part of their own products, Licensor provides a software development kit ("**SDK**").

The Customer intends to use the SDK on a test basis for a maximum of 30 days in order to evaluate the functional scope of the SDK before acquiring a longer right of use of the SDK against payment. The Customer does not intend any commercial use of the SDK during the test period. The Customer's goal is to familiarize itself with the SDK and the requirements to integrate it into the Customer's software environment and to get to know the functional scope of the SDK. Such a test version of the SDK may be licensed by the Customer under the terms of the Agreement below.

These terms and conditions are only intended for entrepreneurs (*Unternehmer*) within the meaning of Sec. 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

1 Definitions

a) "**Agreement**" refers to this Agreement including its Annexes.

b) "**App**" refers to the software offered by the Customer, particularly for mobile devices.

c) "**Open Source Software**" refers to any software, including components or libraries, that is available "for free" or as "open source" (e.g., under the General Public License) or under a similar licensing model which requires for the use, processing or marketing of such software that the software in question or any software within which such software is used, integrated or derived therefrom, is provided by the relevant licensee (a) with disclosure of the corresponding source code and/or license and/or author, (b) while maintaining the right to create derivative works or modifications; and/or (c) on a license-free basis.

d) "**Platform**" refers to a mobile operating system, e.g. iOS or Android, or mobile web browser, e.g. Chrome and Firefox on Android or Safari on iOS.

e) "**SDK**" refers to the software library provided by Licensor for using Licensor's technology in Customer's Apps within the scope of this Agreement.

2 Contractual Matter of this Agreement

2.1 Contractual matter of this agreement is:

a) the time-limited provision of Licensor's SDK in binary format for test purposes, according to the relevant package chosen by the Customer on the order page (for reference also listed in Annex I) within the scope of service specified in this Agreement,

b) the provision of a documentation for the SDK in electronic form.

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

2.3 Licensor does not support the Customer in evaluating the SDK beyond the aforementioned services. In particular, Licensor does not provide any support services to the Customer unless otherwise expressly agreed in individual cases.

3 Provision of SDK

3.1 Licensor provides the Customer with the SDK, consisting of binary library files, which can be used by the Customer to integrate Licensor's technology into its Apps, as described in the corresponding customer package selected by the customer (Annex I). Licensor provides the SDK in a binary file format and is not obligated to provide access to source code or any other template or development materials, except as expressly stipulated otherwise in this Agreement or its Annexes. It is sufficient to provide the SDK as a web download.

3.2 In order to be able to use the functions of the SDK on a test basis outside a productive environment, the Customer must request a trial license key via the form on our website to receive a 7-day trial license key, which will activate the functions of the SDK. The Customer has to copy the license key created into its App. Customer may also contact the Licensor directly to request a trial license key with an extended duration for prolonged testing of the SDK. The license key entitles the Customer to test use of the SDK for the trial period agreed in Section 9 in accordance with the license granted pursuant to Section 4. At the end of the Trial Period, the license key is no longer valid and the Customer is no longer able to use the SDK (for details, please refer to the respective SDK documentation, available at: https://docs.scanbot.io/). However, at the end of the test period, the Customer may purchase a paid version of the SDK in accordance with the Scanbot SDK License Agreement in order to continue using the SDK in a productive environment.

3.3 Licensor provides the documentation for the SDK in English and in electronic form (online documentation is judged sufficient). Without being obligated to do so Licensor may, at its discretion, provide additional translations of the documentation.

3.4 For integrity control purposes Licensor will provide the checksums for all Scanbot SDK packages on the following page: https://docs.scanbot.io/integrity.

4 Grant of License for Testing Purposes

4.1 Licensor grants the Customer a simple, non-transferable, time-limited right to test use of the SDK in the scope of and for the purposes of this Agreement ("**License**").

4.2 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. In particular, Customer is not authorized to market, promote, sell or distribute the SDK or its App which contains the SDK in whole or in part. The Customer is, however, authorized to commercially use its Apps which do not contain the SDK. 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.

4.3 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 an 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. In addition, the Customer may make a duplication for backup purposes in the quantities absolutely required. The backup copies may only be used for purely archival purposes. Further duplications, which include the output of the program code on a printer as well as the making of copies of the user documentation or essential parts thereof, may not be made by the licensee.

4.4 Any use of the license that goes beyond the rights granted in the preceding paragraphs requires the issuing of a paid license, in particular according to the Scanbot SDK License Agreement.

4.5 The aforementioned Licence excludes any and all Open Source Software used within the SDK. Licensor discloses any used Open Source Software in an appropriate manner (e.g. in text files delivered with each respective current version of the SDK).

5 Support and Maintenance Services

5.1 During the Trial Period, Licensor is not obligated to provide support services to the Customer unless otherwise expressly agreed.

5.2 If the Parties have agreed to provide support services, these are provided by qualified employees exclusively via Slack or Microsoft Teams (web-based instant messaging service) and e-mail during normal business hours (German time), unless otherwise agreed in individual cases. The selection of the employees is at Licensor's discretion.

5.3 If the Parties have agreed to provide support services, the Customer will provide Licensor with all information and documents upon first request that Licensor reasonably needs to provide support services under this Section 5.

6 Customer’s Obligations

6.1 The Customer may not use the SDK after completion of the Trial Period pursuant to Section 9.1 unless the parties have entered into a separate paid agreement to license the SDK for production purposes or to extend the Trial Period term.

6.2 The Customer may use each of the packages (Annex I), which it can choose on the order page, only once for the duration of the testing period as per Section 9.1.

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

6.4 The use of the SDK in the scope of services for third parties (for example, in the context of audits or reviews) is not permitted.

6.5 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 aforementioned obligations in writing.

6.6 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, in particular 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.

6.7 Any technical implementation as well as the fulfillment of system requirements regarding any individually agreed support services are the Customer's own responsibility. This applies in particular to such support services that the Customer would like to use via Slack or Microsoft Teams.

6.8 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.

6.9 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).

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

7 Conclusion of the Agreement

7.1 The Agreement is concluded when the Customer submits the completed form (the "Offer") and the Licensor immediately displays the license key on the screen ("Acceptance"). By submitting the form, the Customer agrees to the terms, and the displayed key serves as confirmation of the concluded Agreement.

7.2 We do not store this Agreement after the conclusion of the Agreement. The Customer can retrieve the respective current Agreement at any time under https://scanbot.io/license-agreement-europe/ and print and save it there.

8 Warranty and Limitation of Liability

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

8.2 If Licensor fraudulently conceals a legal defect or an error in the SDK, then, pursuant to Sec. 600 BGB, Licensor is obligated to compensate the Customer for the resulting damage.

9 Trial Period and Free of Charge

9.1 The term of this Agreement begins with the generation of the license key and is for a maximum amount of 30 days ("**Trial Period**"). Prolongation of these 30 days is possible by contacting Licensor. Only during the Trial Period is the Customer authorized to use the SDK as set out in this Agreement.

9.2 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.

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

10 Secrecy

The Parties will treat all trade secrets of which they have obtained knowledge of under this Agreement as strictly confidential. This does not apply to knowledge or information that is public knowledge at the time of its transmission, becomes public knowledge after the transmission without the fault of the party obligated to secrecy, as well as knowledge or information lawfully made available to the party obligated to secrecy by a third party and without any restriction of confidentiality or use, or that has been developed by the recipient in the course of its own independent development. The Parties must safeguard all sensitive documents that have been brought to their knowledge in connection with the Agreement against access by unauthorized persons. The employees of the Customer must be placed under the same obligation.

11 Final Provisions

11.1 The Customer's terms and conditions do not apply to this Agreement, even if Licensor does not expressly object to them.

11.2 For example, if the Customer decides to license the SDK for a fee, e.g. after the end of the Trial Period, the terms of the Scanbot SDK License Agreement prevail.

11.3 This Agreement is subject to German law, excluding the UN Sales Convention (CISG).

11.4 The place of jurisdiction for all disputes arising from or in connection with this Agreement is Bonn, provided that the Customer is a merchant (*Kaufmann*) under German law.

Annex I - SDK Overview and Package Specifications

Package 0

Supported platforms:	iOS & Android & Mobile Web Browser
System requirements:	**Developers:** iOS: Latest Xcode version from App Store, MacBook or iMac. Android: Latest Android Studio. Mobile Web Browser: • iOS: Safari; Chrome and Firefox (iOS 14.5 or higher) • Android: Chrome, Firefox, Edge **End user's hardware & software**: iOS: • iPhone 6s or newer with the current iOS operating system version or one of the last three previous versions of the current operating system version. Older iOS versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera). • Supported CPU architecture: arm64. Android: • Current Android operating system main version or one of the last three previous versions of the current operating system version. Older Android versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera) • Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (https://developer.android.com/ndk/guides/arch.html). • We do not support rooted Android devices (custom ROMs). Mobile Web Browser: • Actual version or one of the last three previous versions of

	Chrome, Safari, Firefox, Edge • Camera with autofocus (front or rear-facing camera) **All operating systems or platforms:** Constant internet access is not required, since all SDK operations are performed on device.
Features:	• QR- and Barcode detection o Supported barcode symbologies: ▪ 1D barcodes: Codabar, Code 25, Code 39, Code 93, Code 128, EAN-8, EAN-13, IATA 2 of 5, Industrial 2 of 5, ITF, MSI Plessey, RSS 14, RSS Expanded, UPC-A, UPC-E, Code 11, Code 32 ▪ 2D barcodes: Aztec, Data Matrix, Micro QR Code, PDF417, QR Code, rMQR Code, MaxiCode • Batch Barcode Scanner • Multiple Barcode Detection • Scanning UI (user guidance) • RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens. • Classic SDK Components: Very flexible and fully customizable modules that allow building custom UI screens, workflows, and features for scanning and image processing purposes. • Support for multilingualism (user view) • Online help and documentation • Online implementation guide • Comprehensive example projects • Support via email, Slack, or MS Teams • Bugfix releases
Additional information on SDK:	The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective-C/Swift and Java/Kotlin, respectively. The Web SDK is based on WebAssembly, JavaScript, and the HTML Media Capture API. All SDKs will be provided as binaries and corresponding library modules and will be available as downloads.

Additional required components:	As specified in the documentation available under the following URL: https://docs.scanbot.io/.
Annual Licence Fee:	Not applicable for a test version.

Package I

Supported platforms:	iOS & Android & Mobile Web Browser
System requirements:	**Developers:** iOS: Latest Xcode version from App Store, MacBook or iMac. Android: Latest Android Studio. Mobile Web Browser: • iOS: Safari; Chrome and Firefox (iOS 14.5 or higher) • Android: Chrome, Firefox, Edge **End user's hardware & software**: iOS: • iPhone 6s or newer with the current iOS operating system version or one of the last three previous versions of the current operating system version. Older iOS versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera). • Supported CPU architecture: arm64. Android: • Current Android operating system main version or one of the last three previous versions of the current operating system version. Older Android versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera) • Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (https://developer.android.com/ndk/guides/arch.html). • We do not support rooted Android devices (custom ROMs). Mobile Web Browser: • Actual version or one of the last three previous versions of Chrome, Safari, Firefox, Edge. • Camera with autofocus (front or rear-facing camera)

	All operating systems or platforms: Constant internet access is not required, since all SDK operations are performed on device.

Features:	• QR- and Barcode detection
	  ○ Supported barcode symbologies:
	  ▪ 1D barcodes: Codabar, Code 25, Code 39, Code 93, Code 128, EAN-8, EAN-13, IATA 2 of 5, Industrial 2 of 5, ITF, MSI Plessey, RSS 14, RSS Expanded, UPC-A, UPC-E, Code 11, Code 32
	  ▪ 2D barcodes: Aztec, Data Matrix, Micro QR Code, PDF417, QR Code, rMQR Code, MaxiCode
	• Batch Barcode Scanner
	• Multiple Barcode Detection
	• Automatic document capture
	• Scanning UI
	• Automatic triggering on (image) capture/focusing
	• Automatic cropping of a recognized document
	• Optional manual cutting function by the user
	• Perspective correction
	• Customizable scanning user guidance - live feedback
	• Optional manual triggering of a scan by the user
	• Single-page and multi-page scans
	• Image and document preparation (filtering, image optimization)
	• JPG-, PNG-, PDF- and TIFF creation
	• Compression options for the files
	• RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens.
	• Classic SDK Components: Very flexible and fully customizable modules that allow building custom UI screens, workflows, and features for scanning and image processing purposes.
	• Support for multilingualism (user view)
	• Online help and documentation
	• Online implementation guide

	• Comprehensive example projects • Support via email, Slack, or MS Teams • Bugfix releases
Additional information on SDK:	The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective-C/Swift and Java/Kotlin, respectively. The Web SDK is based on WebAssembly, JavaScript, and the HTML Media Capture API. All SDKs will be provided as binaries and corresponding library modules and will be available as downloads.
Additional required components:	As specified in the documentation available under the following URL: https://docs.scanbot.io/.
Annual Licence Fee:	Not applicable for a test version.

Package II

Supported platforms:	iOS & Android & Mobile Web Browser
System requirements:	**Developers:** iOS: Latest Xcode version from App Store, MacBook or iMac. Android: Latest Android Studio. Mobile Web Browser: • iOS: Safari; Chrome and Firefox (iOS 14.5 or higher) • Android: Chrome, Firefox, Edge **End user's hardware & software**: iOS: • iPhone 6s or newer with the current iOS operating system version or one of the last three previous versions of the current operating system version. Older iOS versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera). • Supported CPU architecture: arm64. Android: • Current Android operating system main version or one of the last three previous versions of the current operating system version. Older Android versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera) • Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (https://developer.android.com/ndk/guides/arch.html). • We do not support rooted Android devices (custom ROMs). Mobile Web Browser: • Actual version or one of the last three previous versions of Chrome, Safari, Firefox, Edge • Camera with autofocus (front or rear-facing camera)

	All operating systems or platforms: Constant internet access is not required, since all SDK operations are performed on device. Internet can be used optionally to download OCR language files from a custom server. Alternatively, those files can be provided as assets in the app package.

Features:	• QR- and Barcode detection
	  ○ Supported barcode symbologies:
	  ▪ 1D barcodes: Codabar, Code 25, Code 39, Code 93, Code 128, EAN-8, EAN-13, IATA 2 of 5, Industrial 2 of 5, ITF, MSI Plessey, RSS 14, RSS Expanded, UPC-A, UPC-E, Code 11, Code 32
	  ▪ 2D barcodes: Aztec, Data Matrix, Micro QR Code, PDF417, QR Code, rMQR Code, MaxiCode
	• Batch Barcode Scanner
	• Multiple Barcode Detection
	• Automatic document capture
	• Scanning UI
	• Automatic triggering on (image) capture/focusing
	• Automatic cropping of a recognized document
	• Optional manual cutting function by the user
	• Perspective correction
	• Customizable scanning user guidance - live feedback
	• Optional manual triggering of a scan by the user
	• Single-page and multi-page scans
	• Image and document preparation (filtering, image optimization)
	• JPG-, PNG-, PDF- and TIFF creation
	• Compression options for the files
	• RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens.
	• Classic SDK Components: Very flexible and fully customizable modules that allow building custom UI screens, workflows, and features for scanning and image processing purposes.

	• OCR (Optical Character Recognition) • Document finishing (PDF creation and sandwiching the OCR-text layer) • MRZ recognition and extraction • VIN recognition and extraction • Support for multilingualism (user view) • Online help and documentation • Online implementation guide • Comprehensive example projects • Support via email, Slack, or MS Teams • Bugfix releases
Additional information on SDK:	The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective-C/Swift and Java/Kotlin, respectively. The Web SDK is based on WebAssembly, JavaScript, and the HTML Media Capture API. All SDKs will be provided as binaries and corresponding library modules and will be available as downloads.
Additional required components:	As specified in the documentation available under the following URL: https://docs.scanbot.io/.
Annual Licence Fee:	Not applicable for a test version.

Package III

Supported platforms:	iOS & Android
System requirements:	**Developers:** iOS: Latest Xcode version from App Store, MacBook or iMac. Android: Latest Android Studio. **End user's hardware & software**: iOS: • iPhone 6s or newer with the current iOS operating system version or one of the last three previous versions of the current operating system version. Older iOS versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera). • Supported CPU architecture: arm64. Android: • Current Android operating system main version or one of the last three previous versions of the current operating system version. Older Android versions are not mandatorily supported. • Camera with autofocus (front or rear-facing camera) • Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (https://developer.android.com/ndk/guides/arch.html). • We do not support rooted Android devices (custom ROMs). **Both operating systems:** Constant internet access is not required, since all SDK operations are performed on device. Internet can be used optionally to download OCR language files from a custom server. Alternatively, those files can be provided as assets in the app package.
Features:	• QR- and Barcode detection o Supported barcode symbologies: ▪ 1D barcodes: Codabar, Code 25, Code 39, Code 93,

	Code 128, EAN-8, EAN-13, IATA 2 of 5, Industrial 2 of 5, ITF, MSI Plessey, RSS 14, RSS Expanded, UPC-A, UPC-E, Code 11, Code 32 ▪ 2D barcodes: Aztec, Data Matrix, Micro QR Code, PDF417, QR Code, rMQR Code, MaxiCode • Batch Barcode Scanner • Multiple Barcode Detection • Automatic document capture • Scanning UI • Automatic triggering on (image) capture/focusing • Automatic cropping of a recognized document • Optional manual cutting function by the user • Perspective correction • Customizable scanning user guidance - live feedback • Optional manual triggering of a scan by the user • Single-page and multi-page scans • Image and document preparation (filtering, image optimization) • JPG-, PNG-, PDF- and TIFF creation • Compression options for the files • RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens. • Classic SDK Components: Very flexible and fully customizable modules that allow building custom UI screens, workflows, and features for scanning and image processing purposes. • OCR (Optical Character Recognition) • Document finishing (PDF creation and sandwiching the OCR-text layer) • MRZ recognition and extraction • EHIC recognizer • MICR check scanner: extract the check-, routing-, and account number from checks • VIN recognition and extraction • German ID Card Scanner • German Driver's License Scanner

	• German Medical Certificate Scanner • Support for multilingualism (user view) • Online help and documentation • Online implementation guide • Comprehensive example projects • Support via email, Slack, or MS Teams • Bugfix releases
Additional information on SDK:	The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective-C/Swift and Java/Kotlin, respectively. All SDKs will be provided as binaries and corresponding library modules and will be available as downloads.
Additional required components:	As specified in the documentation available under the following URL: https://docs.scanbot.io/.
Annual Licence Fee:	Not applicable for a test version.