

## Scanbot SDK Software Evaluation License Agreement

### Preamble

doo GmbH, Adenauerallee 120-122, 53113 Bonn, Germany, represented by its CEO Christoph Wagner (hereinafter referred to as "**doo**") offers interested customers (hereinafter referred to as "**Customer**", together with doo the "**Parties**") a technology for creating high-quality scans of all types of documents, for optical character recognition ("OCR"), and for additional similar functions for mobile devices. To enable its Customers to use the technology from doo as part of their own products, doo 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 doo for using doo'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 doo'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 doo does not support the Customer in evaluating the SDK beyond the aforementioned services. In particular, doo does not provide any support services to the Customer unless otherwise expressly agreed in individual cases.

## **3 Provision of SDK**

3.1 doo provides the Customer with the SDK, consisting of binary library files, which can be used by the Customer to integrate doo's technology into its Apps, as described in the corresponding customer package selected by the customer (Annex I). doo 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 will receive an email from Licensor by which a license key can be generated in order to active the functions of the SDK. The Customer must create this license key by clicking on the link contained in the e-mail the Customer will receive as part of the Agreement. The Customer has to copy the license key created into its App. 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://scanbot.io/developer/>). 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 doo provides the documentation for the SDK in English and in electronic form (online documentation is judged sufficient). Without being obligated to do so doo may, at its discretion, provide additional translations of the documentation.

#### **4 Grant of License for Testing Purposes**

- 4.1 doo 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. doo 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, doo is not obligated to provide support services to the Customer unless otherwise expressly agreed.

5.2 Unless the Parties have agreed otherwise to provide support services, these are provided by qualified employees exclusively via Slack (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 doo's discretion.

5.3 If the Parties have agreed to provide support services, the Customer will provide doo with all information and documents upon first request that doo 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.

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 doo'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.
- 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 doo.
- 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 doo (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.
- 6.11 The Customer must disclose the use of the SDK by listing the SDK in the "About" section of its App and displaying a logo provided by doo.

## **7 Conclusion of the Agreement**

- 7.1 The provision of the option offered on the order page of acquiring a test license for the SDK does not constitute a binding offer by doo to provide the services described under Section 2, but rather an invitation to the Customer to submit an offer. The Customer makes a binding offer for the purchase of the services described under Section 2 as soon as he has entered all the requested information in the input mask available on the order page, has confirmed these terms by selecting the checkbox and has clicked on the "Generate License" button ("**Offer**"). Until placing his Offer, the Customer can cancel or change his order at any time by modifying or deleting the data he has entered or the options he has selected.
- 7.2 The Agreement is concluded when doo sends a confirmation of receipt of the Customer's Offer immediately after receipt of the Offer to the e-mail address provided by the Customer when submitting his Offer ("**Acceptance**"). This acceptance contains a link by means of which the Customer can generate his license key.

- 7.3 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, doo is only liable for intent and gross negligence.
- 8.2 If doo fraudulently conceals a legal defect or an error in the SDK, then, pursuant to Sec. 600 BGB, doo 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 30 days ("**Trial Period**"). 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 doo 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.

*[Remainder of page intentionally left blank]*

## Annex I - SDK Overview and Package Specifications

### Package 0

Supported platforms:	iOS & Android & Mobile Web Browser
System requirements:	<p><b>Developers:</b></p> <p><u>iOS</u>: Latest Xcode version from App Store, MacBook or iMac.</p> <p><u>Android</u>: Latest Android Studio.</p> <p><u>Mobile Web Browser</u>:</p> <ul style="list-style-type: none"> <li>• iOS: Safari (iOS 11.0 or higher); Chrome and Firefox (iOS 14.4 or higher)</li> <li>• Android: Chrome, Firefox, Edge</li> </ul> <p><b>End user's hardware &amp; software:</b></p> <p><u>iOS</u>: iPhone 5s or later with iOS 11.0 or higher.</p> <p><u>Android</u>:</p> <ul style="list-style-type: none"> <li>• Android 5 (API Level 21) and higher.</li> <li>• Rear-facing camera with autofocus.</li> <li>• Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (<a href="https://developer.android.com/ndk/guides/arch.html">https://developer.android.com/ndk/guides/arch.html</a>).</li> <li>• We do not support rooted Android devices (custom ROMs).</li> </ul> <p><u>Mobile Web Browser</u>:</p> <ul style="list-style-type: none"> <li>• Chrome (version 57 or higher), Safari (version 11 or higher), Firefox (version 53 or higher), Edge (version 16 or higher).</li> </ul> <p><b>All operating systems or platforms:</b> Constant internet access is not required, since all SDK operations are performed on device.</p>
Features:	<ul style="list-style-type: none"> <li>• QR- and Barcode detection*</li> <li>• Supported barcode symbologies: <ul style="list-style-type: none"> <li>○ Aztec, CodaBar, Code 39, Code 128, Data Matrix, EAN-8, EAN-13, ITF, PDF-417, QR-Code, UPC-A, UPC-E*</li> <li>○ MSI Plessey</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>• Batch Barcode Scanner</li> <li>• Multiple Barcode Detection</li> <li>• Scanning UI (user guidance)*</li> <li>• RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens for the most common tasks like e.g., barcode scanning.</li> <li>• Classical SDK Components: Very flexible and fully customizable modules that allow building custom UI screens and features for scanning and image processing purposes.*</li> <li>• Online help and documentation*</li> <li>• Online implementation guide*</li> <li>• Comprehensive example projects*</li> </ul> <p>* = available features for the Mobile Web Browser Platform.</p>
Additional information on SDK:	<p>The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective C and Java, respectively.</p> <p>The SDK will be provided as an embedded framework (requires iOS 11 or higher) or/and static linked library. The Web SDK is based on Web Assembly and the HTML Media Capture API. The SDK will be provided as a download.</p>
Additional required components:	As specified in the documentation available under the following URL: <a href="https://scanbot.io/developer/">https://scanbot.io/developer/</a> .
Annual License Fee:	Not applicable for a test version.

## Package I

Supported platforms:	iOS & Android & Mobile Web Browser
System requirements:	<p><b>Developers:</b></p> <p><u>iOS</u>: Latest Xcode version from App store, MacBook or iMac.</p> <p><u>Android</u>: Latest Android Studio.</p> <p><u>Mobile Web Browser</u>:</p> <ul style="list-style-type: none"> <li>• iOS: Safari (iOS 11.0 or higher); Chrome and Firefox (iOS 14.4 or higher)</li> <li>• Android: Chrome, Firefox, Edge</li> </ul> <p><b>End user's hardware &amp; software:</b></p> <p><u>iOS</u>: iPhone 5s or later with iOS 11.0 or higher.</p> <p><u>Android</u>:</p> <ul style="list-style-type: none"> <li>• Android 5 (API Level 21) and higher.</li> <li>• Rear-facing camera with autofocus.</li> <li>• Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (<a href="https://developer.android.com/ndk/guides/arch.html">https://developer.android.com/ndk/guides/arch.html</a>).</li> <li>• We do not support rooted Android devices (custom ROMs).</li> </ul> <p><u>Mobile Web Browser</u>:</p> <ul style="list-style-type: none"> <li>• Chrome (version 57 or higher), Safari (version 11 or higher), Firefox (version 53 or higher), Edge (version 16 or higher).</li> </ul> <p><b>All operating systems or platforms:</b> Constant internet access is not required, since all SDK operations are performed on device.</p>
Features:	<ul style="list-style-type: none"> <li>• Document detection*</li> <li>• QR- and Barcode detection*</li> <li>• Supported barcode symbologies:             <ul style="list-style-type: none"> <li>○ Aztec, CodaBar, Code 39, Code 93, Code 128, Data Matrix, EAN-8, EAN-13, ITF, PDF-417, QR-Code, UPC-A, UPC-E*</li> <li>○ MSI Plessey</li> </ul> </li> <li>• Batch Barcode Scanner</li> </ul>

	<ul style="list-style-type: none"> <li>• Multiple Barcode Detection</li> <li>• Auto-cropping (including perspective correction and auto-snapping)*</li> <li>• Scanning UI (user guidance)*</li> <li>• Image and document preparation (filtering, image optimization)*</li> <li>• PDF and TIFF creation*</li> <li>• RTU-UI Components: Ready-to-use UI screen components are a set of easy to integrate and customize high-level UI screens for the most common tasks like e.g., document scanning, cropping or barcode scanning.</li> <li>• Classical SDK Components: Very flexible and fully customizable modules that allow building custom UI screens and features for scanning and image processing purposes.*</li> <li>• Online help and documentation*</li> <li>• Online implementation guide*</li> <li>• Comprehensive example projects*</li> </ul> <p>* = available features for the Mobile Web Browser Platform.</p>
Additional information on SDK:	<p>The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective C and Java as well as Kotlin, respectively.</p> <p>The SDK will be provided as an embedded framework (requires iOS 11 or higher) or/and static linked library. The Web SDK is based on Web Assembly and the HTML Media Capture API. The SDK will be provided as a download.</p>
Additional required components:	As specified in the documentation available under the following URL: <a href="https://scanbot.io/developer/">https://scanbot.io/developer/</a>
Annual License Fee:	Not applicable for a test version.

## Package II

Supported platforms:	iOS & Android
System requirements:	<p><b>Developers:</b></p> <p><u>iOS</u>: Latest Xcode version from App store, MacBook or iMac.</p> <p><u>Android</u>: Latest Android Studio.</p> <p><b>End user’s hardware &amp; software:</b></p> <p><u>iOS</u>: iPhone 5s or later with iOS 11.0 or higher.</p> <p><u>Android</u>:</p> <ul style="list-style-type: none"> <li>• Android 5 (API Level 21) and higher.</li> <li>• Rear-facing camera with autofocus.</li> <li>• Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (<a href="https://developer.android.com/ndk/guides/arch.html">https://developer.android.com/ndk/guides/arch.html</a>).</li> <li>• We do not support rooted Android devices (custom ROMs).</li> </ul> <p><b>Both operating systems:</b> 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.</p>
Features:	<ul style="list-style-type: none"> <li>• Document detection</li> <li>• QR- and Barcode detection</li> <li>• Supported barcode symbologies:             <ul style="list-style-type: none"> <li>○ Aztec, CodaBar, Code 39, Code 93, Code 128, Data Matrix, EAN-8, EAN-13, ITF, PDF-417, QR-Code, UPC-A, UPC-E, MSI Plessey</li> </ul> </li> <li>• Batch Barcode Scanner</li> <li>• Multiple Barcode Detection</li> <li>• Auto-cropping (including perspective correction and auto-snapping)</li> <li>• Scanning UI (user guidance)</li> <li>• Image and document preparation (filtering, image optimization)</li> <li>• PDF and TIFF creation</li> </ul>

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Additional information on SDK:	<p>The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective C and Java as well as Kotlin, respectively.</p> <p>The SDK will be provided as an embedded framework (requires iOS 11 or higher) or/and static linked library. The SDK will be provided as a download.</p>
Additional required components:	As specified in the documentation available under the following URL: <a href="https://scanbot.io/developer/">https://scanbot.io/developer/</a>
Annual License Fee:	Not applicable for a test version.

### Package III “Full SDK”

Supported platforms:	iOS & Android
System requirements:	<p><b>Developers:</b></p> <p><u>iOS</u>: Latest Xcode version from App store, MacBook or iMac.</p> <p><u>Android</u>: Latest Android Studio.</p> <p><b>End user’s hardware &amp; software:</b></p> <p><u>iOS</u>: iPhone 5s or later with iOS 11.0 or higher.</p> <p><u>Android</u>:</p> <ul style="list-style-type: none"> <li>• Android 5 (API Level 21) and higher.</li> <li>• Rear-facing camera with autofocus.</li> <li>• Supported CPU/ABI architecture: armeabi-v7, arm64-v8a, x86 and x86_64 (<a href="https://developer.android.com/ndk/guides/arch.html">https://developer.android.com/ndk/guides/arch.html</a>).</li> <li>• We do not support rooted Android devices (custom ROMs).</li> </ul> <p><b>Both operating systems:</b> 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.</p>
Features:	<ul style="list-style-type: none"> <li>• Document detection</li> <li>• QR- and Barcode detection</li> <li>• Supported barcode symbologies:             <ul style="list-style-type: none"> <li>○ Aztec, CodaBar, Code 39, Code 93, Code 128, Data Matrix, EAN-8, EAN-13, ITF, PDF-417, QR-Code, UPC-A, UPC-E, MSI Plessey</li> </ul> </li> <li>• Batch Barcode Scanner</li> <li>• Multiple Barcode Detection</li> <li>• Auto-cropping (including perspective correction and auto-snapping)</li> <li>• Scanning UI (user guidance)</li> <li>• Image and document preparation (filtering, image optimization)</li> <li>• PDF and TIFF creation</li> </ul>

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Additional information on SDK:	<p>The core of the SDK is written in platform independent C++. Wrappers for iOS and Android are written in native Objective C and Java as well as Kotlin, respectively.</p> <p>The SDK will be provided as an embedded framework (requires iOS 11 or higher) or/and static linked library. The SDK will be provided as a download.</p>
Additional required components:	As specified in the documentation available under the following URL: <a href="https://scanbot.io/developer/">https://scanbot.io/developer/</a> .
Annual License Fee:	Not applicable for a test version.