

# IDAutomation.com, Inc. Component Software License Agreement

By using or installing component package(s) and related software products created by IDAutomation.com, Inc. “**IDAutomation**” (including software components, source code, encoders, the corresponding documentation and including any updates, upgrades or modifications thereto) (“**Software**”), You are agreeing to be bound by the terms and conditions of this Agreement and the License You purchase (“**Agreement**”). As used in this Agreement, “**You**” shall mean the individual using, or installing the Software together with any individual or entity, including but not limited to your employer, on whose behalf you are acting in using or installing the Software. You shall be the (“**Licensee**”) under this Agreement. This Agreement constitutes the complete agreement between You and IDAutomation. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. No amendment or modification may be made to this Agreement except in writing signed by You and IDAutomation. If You do not agree to the terms and conditions of the Agreement, discontinue use of the Software immediately.

## 1. License Grant

In consideration for the license fee paid, and other good and valuable consideration, IDAutomation grants to You only, the Licensee, the nonexclusive, nontransferable, world-wide right to use the Software in accordance with this Agreement and the product license You purchase (“**License**”). If You are using this Software for your employer, this Agreement also includes your employer. You may only use the Software if it is properly licensed. As used in this Agreement, the term (“**Developer**”) is defined as an individual that has a primary job function of developing applications.

- The **Single User License** allows use of the Software for one effective user in your organization. **The number of effective users for software licensing is determined by the method defined below that returns the greatest number. If the Software is used in connection with a high speed printer that prints over 60 pages per minute, a Developer License is required.**
  1. The number of users contributing to the data that is printed with the Software. For example, 20 users entering or editing data on a host where only 1 program prints barcodes to 1 printer, would require a license for 20 effective users. According to the multiple user licensing below, this would only require 2 Single User Licenses to be purchased.
  2. The number of users that have the Software installed on their CPU.
  3. The number of printers that are being printed to with the Software. For example, 3 users printing to 5 printers would require a license for 5 effective users. According to the multiple user licensing below, only 2 Single User Licenses would need to be purchased.

### Multiple User Licensing with the Single User License:

If multiple Single User Licenses of the same product are purchased, the effective number of licensed users for Software is determined by the following:

- 1 Single User License Purchased = 1 licensed user
- 2 Single User Licenses Purchased = 25 licensed users
- 3 Single User Licenses Purchased = 100 licensed users
- 4 Single User Licenses Purchased = Developer License Granted for 10,000 licensed users

### Developer use with the Single User License:

The Single User License allows one Developer to integrate the Software into an application

provided the Developer and the end user using the application are the same person. A Developer may also integrate the Software into an application if the Developer is not the end user, provided the Developer uses 1 license and the end user uses another license. Therefore, Developer use of the Single User License requires at least 2 Single User Licenses to be purchased unless the Developer and end user are the same person. If You have more than one Developer that will be developing applications using the Software, You will need to purchase a Developer License for each additional developer.

- **The Small Company Developer License** grants all rights of the [Developer License](#) to all organizations with a gross annual revenue or funding of less than 2 million U.S. Dollars (or equivalent amount in a foreign currency) if that company purchases either two (2) Single User Licenses for the same Software product or the Small Company Developer License and sends us a signed small company agreement which is located at <http://www.idautomation.com/sca/>
- **The Single Server License** allows use of the Software on one (1) server in your organization, where a single server may have only 1 CPU and up to 100 unique user accesses to the Software per day. A Single Server License is required for each additional server. Additional Single Server Licenses may also be obtained for the same server to increase the requirements. For example, 2 Single Server Licenses allow up to 2 CPUs and up to 200 unique user accesses to the Software per day on the same server. If the Software is not used on a server, the licensing options of the Single User License may be used where 1 Single Server License = 1 Single User License.
- **The 5 Developer License** grants the rights of the [Developer License](#) for up to 5 developers and 20,000 user licenses. This license is also granted if two Developer Licenses are purchased.
- **The Unlimited Developer License** grants the rights of the [Developer License](#) for an unlimited number of developers and an unlimited number of user licenses. This license is also granted if three Developer Licenses are purchased.
- **The Developer License** allows one Developer royalty-free distribution of the Software internally (in the same organization) and externally (outside the organization) up to a limit of 10,000 user licenses, provided You adhere to the following terms:
  - **Internal Distribution:** Allows the Software to be installed and used by up to ten thousand (10,000) [effective users](#) in Your organization, provided You adhere to the following terms:
    1. If distribution of Your application exceeds 10,000 licenses, additional Developer Licenses are required; each Developer License purchased will allow distribution of an additional 10,000 licenses. Royalty-free, unlimited distribution is granted after purchasing three Developer Licenses or the Unlimited Developer License.
    2. If more than one Developer is developing with the Software, an additional Developer License is required. Up to 5 developers may develop with the Software after purchasing an additional Developer License or the 5 Developer License. Unlimited Developer use is granted after purchasing three Developer Licenses or the Unlimited Developer License.
  - **External Distribution:** Allows You or the Developer to rent, lease or distribute up to ten thousand (10,000) [effective licensed users](#) of the Software outside Your organization bundled with an application, provided You adhere to the following terms:
    1. You may not resell, rent, lease or distribute the Software alone. The Software must be distributed as a component of an application and bundled with an application or with the application's installation files. The Software may only be used as part of, and in connection with, the bundled application.
    2. You may not resell, rent, lease, distribute or otherwise use Software in any way that would compete directly with IDAutomation.
    3. All source code provided by IDAutomation that is distributed with an application must be compiled or password protected to the extent that only the software developer(s) may obtain access to it.

4. If You also distribute the Software internally within your organization, You shall deduct the quantity distributed within your organization from the total number that can be distributed outside your organization. For example, if You use 4,000 licenses internally, You may only distribute up to 6,000 licenses outside your organization.
  5. The 10,000 user licenses are used by the number of users Your bundled product is licensed for with the exception that if your product is licensed for more than 100 users per copy, only 100 licenses of the Developer License are used per copy distributed. For example, if you distribute 1 application licensed for 25 users, then that distribution used 25 of the available 10,000 licenses. If you distribute an application that is licensed to be used on a server or host system in such a way that 300 users use it, then that application used 100 of the available 10,000 user licenses. If you distribute 1 copy of an application licensed for 1 user, then only 1 license is used.
  6. If distribution of Your application exceeds 10,000 licenses, additional Developer Licenses are required; each Developer License purchased will allow distribution of an additional 10,000 licenses. Royalty-free, unlimited distribution is granted after purchasing three Developer Licenses or the Unlimited Developer License.
  7. If more than one Developer is developing with the Software, an additional Developer License is required. Up to 5 developers may develop with the Software after purchasing an additional Developer License or the 5 Developer License. Unlimited Developer use is granted after purchasing three Developer Licenses or the Unlimited Developer License.
  8. A valid copyright notice must be provided within the user documentation, start-up screen or in the help-about section of your application that specifies IDAutomation as the provider of the Software bundled with Your application, for example: "<<your application name>> contains barcode components licensed from IDAutomation.com, Inc. These components may only be used as part of and in connection with <<your application name>>."
  9. You agree to indemnify, hold harmless, and defend IDAutomation and its suppliers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of Your bundled application.
- **Evaluation License:** Software that is distributed as shareware or a demo version may only be used for testing and evaluation purposes. Software that is distributed free of charge as a beta version may be used in production during the beta testing period and up to 30 days after the official release is available.
  - The **Subscription License** grants the rights of the applicable Developer License on an annual subscription basis and includes Priority Support & Unlimited Upgrades. This license is a convenient way to ensure You have access to all updates and the highest level of technical support at all times. IDAutomation will send You an invoice for the renewal before the subscription expires. This subscription license and this Agreement will terminate if IDAutomation does not receive payment for the subscription renewal 90 days after the subscription expires. If the subscription expires and is not renewed the following conditions apply: (1) You must destroy all copies of the Software in your organization within 90 days after subscription expiration. (2) If You have distributed Software with an application outside your organization, you may continue to use said Software in your application and you may keep applicable documentation provided that You do not continue to distribute our Software in Your application.

## 2. Registration

If You purchase the License directly from IDAutomation or IDAutomation's primary e-commerce provider Regnow, registration is automatic. If You purchase the License from a reseller, You must register the License at [www.idautomation.com/register/](http://www.idautomation.com/register/) before You can receive technical support or

upgrades for the Software.

### **3. Copyright**

The IDAutomation Software and the accompanying materials are licensed, not sold, to You. You may not rent, lease, display or distribute copies of the Software to others except under the conditions of this Agreement. The Software and the accompanying materials are copyrighted and contain proprietary information. Unauthorized copying of the Software or accompanying materials even if modified, merged, or included with other software, or of the written materials, is expressly forbidden. You may be held legally responsible for any infringement of intellectual property rights that is caused or encouraged by your failure to abide by the terms of this Agreement. You may make copies of the Software as needed for development and use provided the number of copies You make do not exceed the number of [effective licensed users](#). You may also make a reasonable number of archival copies of the Software for backup and recovery purposes. In any case, when a copy is created, the copyright and trademark notices must be reproduced in their entirety on the copy. IDAutomation reserves all rights not specifically granted to Licensee.

### **4. Indemnification**

IDAAutomation warrants to You that IDAutomation is, and will continue to be, the sole owner of the Software including all patents, copyrights or other applicable intellectual property rights in and to the Software unless otherwise indicated in the Software. IDAutomation shall defend, indemnify and hold Licensee harmless from any third party claims or lawsuits for intellectual property infringement for properly licensed Software provided by IDAutomation, If Software is determined to infringe, or in IDAutomation's opinion is likely to become the subject of such a claim, IDAutomation shall, at its option, either: (1) obtain for Licensee the right to continue using the Software, (2) modify or replace the Software to make it non-infringing, or (3) refund the fee paid, less reasonable depreciation, upon return of the Software; provided, however, that in no event shall IDAutomation's total liability (including attorney's fees, if any) under this paragraph exceed the purchase price You paid for the License to use the Software. IDAutomation shall have no liability regarding any claim arising out of: (1) Software that is used in violation of this Agreement, (2) Software that has been altered to be different from the purchased version, unless the infringing portion exists in the unaltered purchased version, (3) use of the Software in combination with other products (including but not limited to third party software and hardware) if the infringement was caused by such use or combination where the purchased version by itself does not infringe. You agree to defend, indemnify and hold IDAutomation, its officers, resellers, contractors, agents and employees, from any and all claims or causes of action arising out of Your use of or related to the Software, or which result from Your breach of the terms and conditions of this Agreement, and pay any and all damages and expenses (including but not limited to attorneys fees incurred by IDAutomation and/or third parties) in connection therewith.

### **5. Agreement Duration and Termination**

Subject to the terms and conditions of this Agreement, this Agreement begins when the Software is installed, used or when a License for Software is purchased and is perpetual unless terminated. You may terminate this Agreement at any time by returning the Software to IDAutomation and destroying all copies thereof. This Agreement will terminate automatically without notice from IDAutomation if You fail to comply with any provision contained herein or if the funds paid for the license are refunded or are not received. Upon termination, You must destroy the Software, and all copies, in part and in whole, including modified copies, if any. IDAutomation reserves the right to terminate the Agreement if the use of Software by You causes a loss of revenue for IDAutomation that exceeds the amount You paid for the License. Termination of this Agreement shall not affect Software bundled and distributed with an application under the Developer License by You prior to termination, provided You have purchased a Developer License and funds for the Developer License were received. All restrictions prohibiting Your use of the Software and intellectual property provisions relating to Software to the benefit of

IDAAutomation shall survive termination of this Agreement.

## **6. Warranty and Limitation of Liability**

Although efforts have been made to assure that the Software is date compliant, correct, reliable, technically accurate and will perform in accordance with the documentation, the Software is licensed to you as is and without warranties as to performance of merchantability, fitness for a particular purpose or use, or any other warranties whether expressed or implied. You, your organization and all users of the Software, assume all risks when using it. To the maximum extent permitted by applicable law, in no event shall IDAutomation or its suppliers be liable for any consequential, incidental, indirect, punitive or special damages arising out of the use of or inability to use the Software or the provision of or failure to provide support services, even if we have been advised of the possibility of such damages. In any case, IDAutomation's entire liability under any provision of this agreement shall be limited to the greater of the amount actually paid by You for the Software or \$5.00 USD.

## **7. Technical Support and Product Upgrades**

IDAAutomation offers free Priority Support and Product Upgrades for a period of 30 days from the date of purchase on all licensed Software. When Your Priority Support is active, You may contact us by phone, email and through the Online Priority Support Request Form. Priority Support and Product Upgrades may be provided beyond 30 days if the [Priority Support and Product Upgrade Subscription](#) is purchased. Support may be provided to the appropriate individual that (1) ordered the software, (2) is integrating the Software or (3) a Developer, but not to the end user(s) of an application making use of Software, unless the end user is a Developer. Technical support will only be provided to the end user if each end user orders a separate license for the Software. If one Developer License is purchased, technical support is provided for only one Developer. If two Developer Licenses are purchased, technical support is provided for up to 5 Developers. If three Developer Licenses are purchased, technical support is provided for an unlimited number of Developers. The Developer responsibilities may be transferred to another Developer within the organization as necessary provided no more than 2 transfers occur within any 90 day period. Free technical support is also provided after 30 days by referring to support documents at the website or by submitting the applicable free software support request form; however, this free support is limited and does not include support requests for products that require a developer's license or complex issues. Whenever any Software update, upgrade, or revision is provided to You by IDAutomation, its resellers, distributors, or consultants, or You purchase an additional License, all related Software from IDAutomation (including any Software that was acquired previously) shall be covered by the latest version of the license agreement that exists at the time the most recent update was provided to You or when a related License is purchased.

## **8. Export Restrictions**

The Software is of U.S. origin and distribution of the Software is subject to the export control laws of the United States of America. You agree that You will not export or distribute the Software, directly or indirectly, to any restricted export country, without first obtaining permission to do so as required from the appropriate U.S. governmental agency. Licensee bears all responsibility for export law compliance and will indemnify IDAutomation against any and all claims based on Licensee's exporting of the Software.

## **9. Controlling Law and Severability**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Florida, as applied to agreements entered into and to be performed entirely within Florida between Florida residents. The courts of the State of Florida, County of Hillsborough, shall have exclusive jurisdiction and venue over any dispute, proceeding or action arising out of or in connection with this License Agreement or your use of the Software. If, for any reason, a court of competent jurisdiction finds any provision of this License Agreement, or portion thereof, to be unenforceable, that



provision of the License Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect.

#### **10. Non-Waiver**

The failure by either party at any time to enforce any of the provisions of this License Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this License Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

#### **11. Return Policy**

All returns must be received within **30** days of purchase. Full details of our return process is described [here](#).

*Copyright © 1999-2005 IDAutomation.com, Inc. IDAutomation and BizFonts are registered trademarks of IDAutomation.com, Inc. All [other trademarks](#) mentioned are the property of their respective owners. Agreement Version 5.1.*