

**LEADTOOLS
ADVANCED BITONAL COMPRESSION
PLUG IN
Duplication and Distribution License Rider**

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| Company Name: _____ (herein "Licensee") Attn: _____ Address: _____ (Street Address) _____ (City, State, Postal Code, Country) |
| Phone No.: _____ Fax No.: _____ LEADTOOLS SDK Licensed: _____ (herein "Software") Add On Licensed: leadtools Advanced Bitonal Compression Plug In v14 (herein "ABC Plug In") |
| Title or Description of Licensee's Application: _____ (herein "ABC Enabled Application Software") (Please fill in blank) |

This Duplication and Distribution License Rider ("Rider") is made by and between LEAD Technologies, Inc., a North Carolina corporation, principally located at 1201 Greenwood Cliff, Suite 400, Charlotte, North Carolina 28204, USA ("LEAD") and Licensee. (Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Duplication Agreement, as hereinafter defined.)

Recitals

1. Licensee has heretofore executed a Duplication and Distribution License ("Duplication Agreement") which governs the runtime licensing requirements with respect to the Software and Application Software.
2. Licensee has obtained a development license permitting Licensee to use the ABC Plug In in connection with the development of the ABC Enabled Application Software and as a condition of deploying or distributing the ABC Enabled Application Software, Licensee is required to purchase runtime licenses for each deployment as more fully set forth in this Rider.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Duplication Agreement. This Rider is supplementary to the Duplication Agreement and Licensee. The runtime license fees described herein are in addition to and not in lieu of the runtime license fees described in the Duplication Agreement.

2. Runtime License Fees for Deployments of ABC Enabled Application Software.

(a) Free Copy. One free Deployment of ABC Enabled Application Software is included with License's development license.

(b) Per Copy Runtime Licensing. Except as otherwise provided in paragraph 2(a), 2(c), 2(d) or 2(e) hereof, Licensee will pay a runtime license fee of Two Hundred Fifty Dollars (\$250.00) for each Stand Alone Deployment of ABC Enabled Application Software and Five Hundred Dollars (\$500.00) for each Concurrent Deployment of ABC Enabled Application Software to be reported and paid pursuant to the Duplication Agreement.

(c) Prepaid Runtime Licensing: Stand Alone Deployments. In lieu of paying Two Hundred Fifty Dollars (\$250.00) per copy as set forth in paragraph 2(b) hereof, Licensee may pay in advance for its projected Stand Alone Deployments (as such term is defined in the Duplication Agreement) in the quantities and for the prices set forth below:

| <u>Quantity Prepaid</u> | <u>Price Per Copy</u> | <u>Minimum Prepayment</u> |
|-------------------------|-----------------------|---------------------------|
| 50+ | \$150.00 | \$7,500.00 |
| 100+ | 100.00 | 10,000.00 |
| 250+ | 75.00 | 18,750.00 |
| 500+ | 50.00 | 25,000.00 |
| 1,000+ | 30.00 | 30,000.00 |

(d) Prepaid Runtime Licensing: Concurrent Deployments. In lieu of paying Five Hundred Dollars (\$500.00) per copy as set forth in paragraph 2(b) hereof, Licensee may pay in advance for its projected Concurrent Deployments (as such term is defined in the Duplication Agreement) in the quantities and for the prices set forth below:

| <u>Quantity Prepaid</u> | <u>Price Per Copy</u> | <u>Minimum Prepayment</u> |
|-------------------------|-----------------------|---------------------------|
| 50+ | 300.00 | 15,000.00 |
| 100+ | 200.00 | 20,000.00 |
| 250+ | 150.00 | 37,500.00 |
| 500+ | 100.00 | 50,000.00 |
| 1,000+ | 60.00 | 60,000.00 |

(e) Server Licenses. In lieu of purchasing runtime licenses, Licensee has the option of purchasing a Server License in certain circumstances. If the Application Software will reside solely at the server level (no Software is distributed to client machines), Licensee will have the option of purchasing Server Licenses for each server the Application Software is installed upon, and by purchasing a Server License, no additional runtime licensing will be required for the computers that are connected to the server accessing the Application Software or Application Software output. Purchasing a Server License is never a requirement. Licensee has the option of selecting licensing based on sections 2(b) and (c) above. For example, if Licensee installs the Application Software on a server and only ten (10) computers are connected to the server, Licensee may purchase ten (10) runtime licenses and will not be required to purchase a Server License. On the other hand, if the Application Software is installed on a server that is connected to one thousand (1000) computers and Licensee purchases a Server License, Licensee will not be required to purchase runtime licenses for the computers that are connected to the server. Server Licenses may be purchased at the prices set forth below.

| <u>Quantity of Server Licenses</u> | <u>Price Per Server</u> |
|------------------------------------|-------------------------|
| 1 | \$ 15,000.00 |
| 2 | 12,500.00 |
| 3 | 10000.00 |
| 4 | 7500.00 |
| 5 | 5000.00 |

To purchase a Server License(s), Licensee shall send a purchase order to LEAD for the requisite number of servers and LEAD will send Licensee an invoice and upon payment, a Server License Certificate will be issued for the applicable number of Server Licenses.

3. Reporting and Payment. The payment and reporting obligations contained in the Duplication Agreement apply to all Deployments of ABC Enabled Application Software. The runtime licenses required for ABC Enabled Application Software are in addition to the runtime licenses for the Application Software as described in the Duplication Agreement.

LEAD and Licensee have caused this Agreement to be executed in their names by the following authorized representatives.

LEAD TECHNOLOGIES, INC.

(Print Your Company Name Here)

By: _____ (SEAL)

By: _____ (SEAL)

(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____