

LEADTOOLS Barcode Module Duplication and Distribution License Rider

Company Name: _____ (herein "Licensee")
 Attn: _____
 Address: _____
 (Street Address)

 (City, State, Postal Code, Country)

Phone No.: _____ Fax No.: _____
 LEADTOOLS SDK Licensed: _____ (herein "Software")
 LEADTOOLS Barcode Module Licensed: _____ (herein "Barcode Module")

Title or Description of Licensee's Application: _____ (herein
 "Barcode 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 Barcode Module in connection with the development of the Barcode Enabled Application Software and as a condition of deploying or distributing the Barcode 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. 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 Barcode Enabled Application Software.
 - (i) Free Copy. One free Deployment of Barcode Enabled Application Software is included with License's development license.
 - (ii) Runtime Licensing for Barcode Enabled Application Software; Stand Alone Deployments. Licensee must purchase a runtime license for each Stand Alone Deployment (as such term is defined in the Duplication Agreement) of the Barcode Enabled Application Software prior to such Stand Alone Deployment. The following per copy prices apply depending on which version of the Barcode Module Licensee has licensed:

<u>Barcode Module</u>	<u>Price per Runtime not prepaid</u>	<u>Prepaid Quantities and Price per Runtime</u>					
		5+	10+	25+	50+	100+	500+
LEADTOOLS 1D Symbols (Standard)	\$150	140	125	100	60	40	15
LEADTOOLS 1D Symbols (Advanced)	295	235	195	165	125	85	30
LEADTOOLS Data Matrix (read)	375	345	295	245	185	100	35
LEADTOOLS Data Matrix (write)	295	245	185	95	50	30	10

LEADTOOLS 2D PDF 417 (read)	325	315	265	225	165	95	35
LEADTOOLS 2D PDF 417 (write)	265	225	165	95	50	30	7
LEADTOOLS QR Code (write)	295	245	185	95	50	30	10
LEADTOOLS QR Code (read)	375	345	295	245	185	100	35

(iii) Runtime Licensing for Barcode Enabled Application Software: Concurrent Deployments. Licensee must purchase a runtime license for each Concurrent Deployment (as such term is defined in the Duplication Agreement) of the Barcode Enabled Application Software prior to such Concurrent Deployment. The following per copy prices apply depending on which version of the Barcode Module Licensee has licensed:

Barcode Module	Price per Runtime not prepaid	Prepaid Quantities and Price per Runtime					
		5+	10+	25+	50+	100+	500+
LEADTOOLS 1D Symbols (Standard)	\$ 300	280	250	200	120	80	30
LEADTOOLS 1D Symbols (Advanced)	590	470	390	330	250	170	60
LEADTOOLS Data Matrix (read)	750	690	590	490	370	200	70
LEADTOOLS Data Matrix (write)	590	490	370	190	100	60	20
LEADTOOLS 2D PDF 417 (read)	650	630	530	450	330	190	70
LEADTOOLS 2D PDF 417 (write)	530	430	330	190	100	60	14
LEADTOOLS QR Code (write)	590	490	370	190	100	60	20
LEADTOOLS QR Code (read)	750	690	590	490	370	200	70

3. 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. 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.

Barcode Module	Price per Server License				
	1	2	3	4	5
LEADTOOLS 1D Symbols (Standard)	\$ 5,000	4,500	4,000	3,500	3,000
LEADTOOLS 1D Symbols (Advanced)	12,000	11,000	10,000	9,000	8,000
LEADTOOLS Data Matrix (read)	14,000	13,000	12,000	11,000	10,000
LEADTOOLS Data Matrix (write)	5,000	4,500	4,000	3,500	3,000
LEADTOOLS 2D PDF 417 (read)	14,000	13,000	12,000	11,000	10,000
LEADTOOLS 2D PDF 417 (write)	5,000	4,500	4,000	3,500	3,000
LEADTOOLS QR Code (read)	14,000	13,000	12,000	11,000	10,000
LEADTOOLS QR Code (write)	5,000	4,500	4,000	3,500	3,000

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.

4. Reporting and Payment. The payment and reporting obligations contained in the Duplication Agreement apply to all Deployments of Barcode Enabled Application Software.

5. Third Party Software. Portions of the Barcode Module are protected by copyright and other proprietary rights of third party software vendors. Licensee may be held directly responsible by third party vendors for acts relating to the Barcode Module which are in breach of this Agreement or 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: _____