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(Per Copy Agreement)

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LEADTOOLS Registration/Serial No: _____	
Title or Description of Licensee's Application: _____ (herein	
"Application Software") (Please fill in blank)	

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Recitals

1. Licensee has heretofore obtained a development license to use the Software in connection with the development of the Application Software in accordance with the terms of the LEADTOOLS Software License Agreement, a copy of which is included in the Software packaging and online help file, and the terms of which are hereby incorporated herein by this reference (herein the "License Agreement").
2. Licensee now wishes to obtain a license whereby it may internally deploy or commercially distribute the Application Software to end users and LEAD is willing to grant the licenses described herein provided Licensee complies with the terms and conditions of this Agreement.

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:

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2. Runtime License and Server License Fees. Licensee must purchase a runtime license or server license for each Deployment of Application Software. For purposes hereof, a “Deployment of Application Software” will include Stand Alone Deployments, Stand Alone Deployments with CD Burn License, Concurrent Deployments, Server Licenses and Duplication Licenses. A “Stand Alone Deployment” includes any and all copies of the Application Software installed, used, distributed, leased, or sold by Licensee and any of its customers, employees, distributors, resellers, affiliates or other channel partners. A Stand Alone Deployment with CD Burn License is a Stand Alone Deployment where the user of the Application Software is permitted to “burn” Dicom files onto a CD and to distribute a read only Dicom viewer developed with the Software with each burned CD provided the viewer will only be able to view Dicom files that are on the burned CD. If the Application Software is installed on a server or network by Licensee or its customers, the number of Stand Alone Deployments that must be reported and the number of runtime licenses that must be purchased hereunder will be the number of computers that are permitted access to the Application Software via the network or server. Notwithstanding the foregoing, if the Application Software is installed on a server or network and only a specified number of the computers connected to the server or network can access the Application Software at the same time, the applicable number of computers that are permitted simultaneous access to the Application Software will be a “Concurrent Deployment” for purposes hereof. (For example, if the Application Software is installed on a network with 1000 computers connected, but only 10 computers may access the Application Software at the same time, licensing for 10 Concurrent Deployments and no Stand Alone Deployments will be required for purposes hereof. Additionally, Licensee has the option of purchasing a “Web Server License” in accordance with section 2(d) below for certain types of server installations of the Application Software and a Duplication License in accordance with section 2(e) below for certain types of CD duplication installations of the Application Software.

(a) One Deployment License Included with Development License. One Stand Alone Deployment of Application Software is included with License’s development license acquired by Licensee upon initial purchase of the Software development seat.

(b) Per Copy Runtime Licensing for Runtime Licenses that are Not Prepaid. Except as otherwise provided in paragraph 2(a), (c) and (d) hereof, Licensee will pay a runtime license fee of One Hundred Dollars (\$100.00) for each Stand Alone Deployment of Application Software, One Hundred Ten Dollars (\$110.00) for each Stand Alone Deployment of Application Software with CD Burn License and Two Hundred Dollars (\$200.00) for each Concurrent Deployment and to be reported and paid pursuant to paragraph 3 hereof.

(c) Prepaid Runtime Licensing. In lieu of paying the per copy rates set forth in paragraph 2(b) above, Licensee may pay in advance for its projected runtime licensing needs in the quantities and for the prices set forth below:

(i) Stand Alone Deployments. The following prepaid runtime license prices apply to Stand Alone Deployments as defined above:

<u>Quantity Prepaid</u>	<u>Price Per Copy</u>	<u>Minimum Prepayment</u>
50+	60.00	3,000.00
100+	50.00	5,000.00
250+	40.00	10,000.00
500+	30.00	15,000.00
1,000+	20.00	20,000.00
2,500+	15.00	37,500.00
5,000+	10.00	50,000.00
10,000+	7.50	75,000.00

(ii) Stand Alone Deployments with CD Burn License. The following prepaid runtime license prices apply to Stand Alone Deployments as defined above:

<u>Quantity Prepaid</u>	<u>Price Per Copy</u>	<u>Minimum Prepayment</u>
50+	70.00	3,500.00
100+	60.00	6,000.00
250+	50.00	12,500.00
500+	35.00	17,500.00
1,000+	25.00	25,000.00
2,500+	20.00	50,000.00
5,000+	15.00	75,000.00

3	900.00
4	825.00
5	750.00

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

(e) Duplication Licenses. If the Application Software includes a DICOM file creation module for inclusion on workstations with CD duplication capability (“Duplication Station”), Licensee may purchase a nonexclusive license (Duplication License”) for duplication and distribution of a DICOM read only viewer component developed with the Software (“Dicom Reader”). The Duplication License permits the Application Software to be installed on one workstation per license purchased and Licensee may copy and redistribute the Dicom Reader on CDs containing DICOM images created using the Application Software. The Dicom Reader may only be run from the CD and may not be installed by the recipient or copied and re-distributed by the recipient. In addition, the Dicom Reader may only be used to display the Dicom files that are contained on the CD. Duplication Licenses may be purchased at the following prices:

<u>Quantity of Duplication Station Licenses</u>	<u>Price Per License</u>
1	\$1000.00
5	900.00
10	800.00
25	700.00
50	600.00

A Duplication License may be purchased in connection with other license options described above. For example, the Application Software may be comprised of several modules making up an imaging solution that includes a Duplication Station. In such a case, Licensee might purchase Stand Alone or Concurrent runtime licenses for some modules of its system and a Duplication License(s) for the Duplication Station component. To purchase a Duplication License(s), Licensee shall send a purchase order to LEAD for the requisite number of Duplication Stations and LEAD will send Licensee an invoice and upon payment, a Duplication License Certificate will be issued for the applicable number of licensed Duplication Stations.

3. Reporting and Payment. Licensee agrees to maintain full, clear and accurate records as to all Deployments and other license grants pertaining to the Application Software. Licensee will submit to LEAD, within thirty (30) days of the close of each calendar quarter, a report setting forth the number of Deployments of Application Software made during such quarter, and accompanying such report will be a check in the amount of runtime licensing that is due, if any. If no Deployments have been made during said quarter, Licensee will provide a certification so stating. Licensee shall keep adequate records to accurately determine the payments due under this Agreement. LEAD shall have the right, no more than once during any calendar year, to have an independent certified public accountant or other disinterested third party inspect the relevant records of Licensee on thirty (30) business days notice and during regular business hours to verify the reports and payments required to be made hereunder. Should an underpayment in excess of five percent (5%) be discovered, Licensee shall pay the cost of the audit. If Licensee is more than thirty (30) days late with any payment of amount due hereunder, interest will accrue from the date due until paid at the lesser of (i) 1.5% per month or (ii) the maximum rate of interest permitted by law. All amounts due hereunder are based on United States currency.

4. New Versions; Upgrades. Minor version updates to the Software (e. g. LEADTOOLS version 14.1, 14.2 etc.) are provided to Licensee free of charge via LEAD’s web site. Licensee may license major new versions of the Software (e. g. LEADTOOLS version 15, 16 etc.) by purchasing a development license to the new version at LEAD’s then prevailing upgrade price. No additional runtime licensing is required for updates and upgrades to the Application Software distributed to users of the Application Software for which runtime licenses have been paid and accounted for hereunder unless a major new version of the Software is included in the upgrade. If a major new version of the Software is included in an upgrade to the Application Software, each user that is upgraded will be considered to be a new Deployment for purposes of runtime license payment and reporting hereunder. Any prepaid runtime licenses that have not been deployed at the time Licensee takes a license to a major new version of the Software will be carried forward and may be applied to Deployments of Application Software made with the major new version of the Software. Licensee will be under no obligation to update previously deployed user or client licenses with the new version of the Application Software that includes the major new version of the Software.

5. Third Party Software. Portions of the Software may be protected by copyright and other proprietary rights of third party software vendors, who shall be deemed to be intended third party beneficiaries of this Agreement. Licensee may be held directly responsible by third party vendors for acts relating to the Software which are not authorized by this 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: _____