

LEADTOOLS OMR 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")
 Add On Licensed: LEADTOOLS OMR Module v 14 (herein "OMR Module")

Title or Description of Licensee's Application: _____ (herein
 "OMR 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 OMR Module in connection with the development of the OMR Enabled Application Software and as a condition of deploying or distributing the OMR 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 OMR Enabled Application Software.

(a) Free Copy. One free Deployment of OMR 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(d) hereof, Licensee will pay a runtime license fee of Seventy Five Dollars (75.00) for each Stand Alone Deployment of OMR Enabled Application Software and One Hundred Fifty Dollars (\$150.00) for each Concurrent Deployment of OMR Enabled Application Software to be reported and paid pursuant to the Duplication Agreement.

(c) Prepaid Runtime Licensing: Stand Alone Deployments. In lieu of paying Seventy-Five Dollars (\$75.00) 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+	50.00	2,500.00
100+	45.00	4,500.00
250+	40.00	10,000.00
500+	30.00	15,000.00
1,000+	20.00	20,000.00
2,500+	10.00	25,000.00

(d) Prepaid Runtime Licensing; Concurrent Deployments. In lieu of paying One Hundred Fifty Dollars (\$150.00) 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+	100.00	5,000.00
100+	90.00	9,000.00
250+	80.00	20,000.00
500+	60.00	30,000.00
1,000+	40.00	40,000.00
2,500+	20.00	50,000.00

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

4. Third Party Software. Portions of the Software are 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: _____