

The logo for mobileFX is rendered in a bold, italicized, sans-serif font. The letters are a vibrant orange-gold color with a 3D effect, featuring a gradient and a drop shadow. A small trademark symbol (TM) is positioned to the upper right of the 'X'. The logo is centered horizontally and partially overlaid by a large, light blue, wavy graphic that flows across the top half of the page.

mobileFX™

WebKitX Licensing
Revised on May 2023

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<http://www.mobilefx.com>



Thank you for considering **mobileFXffi** for
adding **HTML5** features in your Business.

mobileFXffi WebKitX Team

1. Definitions

(a). **"Software" or "mobileFX Software"** is a bundle of (i) mobileFX Component (ii) third party software, in each case, supplied by mobileFX herewith, (iii) corresponding documentation, associated media, printed materials, online or electronic documentation and (iv) samples.

(b). **"mobileFX Component"** is the portion of mobileFX Software required in order for the End User Desktop Application to operate on hardware on which mobileFX Software itself is not resident. For the scope of this document the named mobileFX Software is **WebKitX CEF3 ActiveX**, that can be downloaded from <https://www.webkitx.com>. WebKitX ActiveX wraps Chromium Embedded Framework (CEF3) for use with OLE/COM languages and implements technologies for inter-process communication between mobileFX ActiveX and Chromium Embedded Framework. The wrapping consists of: (i) an ActiveX Control created and owned entirely by mobileFX and (ii) an out-of-process executable that wraps Chromium Embedded Framework. For the scope of this document, only OLE/COM wrapper is offered and supported as a product by mobileFX.

(c). **"Third Party"** for the scope of this document is Chromium Embedded Framework (CEF3) of which a precompiled publicly available version of CEF3 is bundled with the mobileFX Software in order to demonstrate how CEF3 binaries should be copied alongside mobileFX Software. CEF3 is a BSD-licensed open source project based on the Google Chromium project. mobileFX does not sell you Chromium Embedded Framework binaries or other 3rd party software.

(d). **"End User Desktop Application"** means an output file, typically a software application executable developed and generated by you, which contains the mobileFX Software.

(e). **"End User"** is Customer's clients, operators or agents: any person within the Customer's operational environment that will use mobileFX Software.

(f). **"Not-For-Resale (NFR) Version" or "Trial Version"** means a version, so identified, of mobileFX Software to be used to review and evaluate mobileFX Software, only.

(g). **"mobileFX"** means mobileFX Studio Ltd and its licensors, if any.

(h). **"Perpetual Commercial License for Desktop Application Development" or "Commercial License"**: a single Commercial License allows developing an unlimited number of Windows Desktop Applications linked with mobileFX Software and distribution of those applications to an unlimited number of end-user desktop computers.

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Customer is required to obtain one license per Developer Workstation and Build Server. The license is perpetual and is validated OFF-LINE with a License Key that must be hard-coded in Customer's software sources or with a License File that must be distributed along with the End User Desktop Application. Commercial License explicitly excludes non-desktop application development such as Terminal, Virtual and Embedded applications.

(i). **"Developer UUID"**: our licensing policy requires each Developer Workstation and Build Server in your environment to be licensed with an equal amount of Commercial Licenses. To satisfy this we ask you to bind your Commercial License with every Developer Workstation and Build Server. mobileFX Software generates a hash of your Developer Workstation or Build Server that consists of your computer name and hashes of hardware devices such as your hard disk, motherboard, etc. This hash is the Developer UUID and each computer has a unique hash. Validation of the computer takes place ONLY when you are at design-time, that is when you use mobileFX Software from your IDE like Visual Studio, Visual Basic, Delphi, etc. Validation of the Developer Workstation NEVER takes place at runtime, so in other words it never takes place when your software runs in end-user computers. Our Developer UUID hash is future proof, meaning that if you need to upgrade faulty components of your Developer Workstation or Build Server, such as the Hard Disk, then as long as 4 out of 6 Developer UUID hashes remain the same, you are entitled to request a new Workstation Activation code.

(j). **"Terminal License"**: terminal licensing is required **if-and-only-if** an application linked with mobileFX Software is deployed on Windows Embedded operating systems, or deployed through Terminal Services, or Virtual Appliances. Terminal services include any remote session such as Remote Desktop, Citrix Clients and Terminal Server Clients, and any Virtualization container such as VMware, Virtual Box, VSphere, Docker, Parallels, etc. The term Terminal applies to distinct terminal client devices and not distinct terminal end-users. mobileFX Software has API properties that can be used to determine if such licensing is required on the target device prior to purchase. The same Terminal License will work for operating system changes or upgrades as well as hardware and software changes or upgrades. The same Terminal License will work when changing between Citrix and other terminal services such as Remote Desktop. The Terminal License is not end-user-bound and any end-user can use the same terminal.

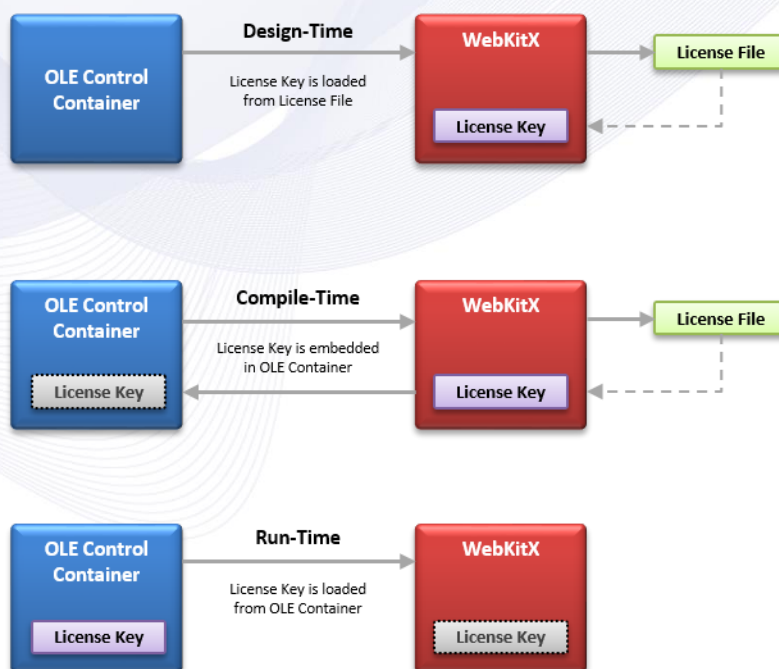
(k). **"Terminal UUID"** similarly, our licensing policy requires each Terminal Network to be licensed with an equal amount of Terminal Licenses. To satisfy this we ask you to bind your Commercial License with every Terminal. mobileFX Software generates a distinct hash for each Terminal that consists of the Terminal name and hashes of hardware devices such as your hard disk, motherboard, etc. This hash is the Terminal UUID and each computer terminal has a unique hash. Validation of the Terminal License takes place every time a Terminal is detected. Our Terminal UUID hash is future proof, meaning that if you need to upgrade faulty components of a Terminal, such as

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the Hard Disk, then as long as 4 out of 6 Terminal UUID hashes remain the same, you are entitled to request a new Terminal Activation code.

(l). **"Microsoft OLE Control Licensing"** is license embedding mechanism created by Microsoft that embeds the license provided by ActiveX Control vendors inside the End User Desktop Application, and in particular in the application's Object Link Embedding Container (OLE Container). At Design-Time, mobileFX Component automatically loads and validates the License File.



At **Compile-Time** the License Key in the License File is embedded in End User Desktop Application's OLE container. Internet access to Time Server is required for this validation.

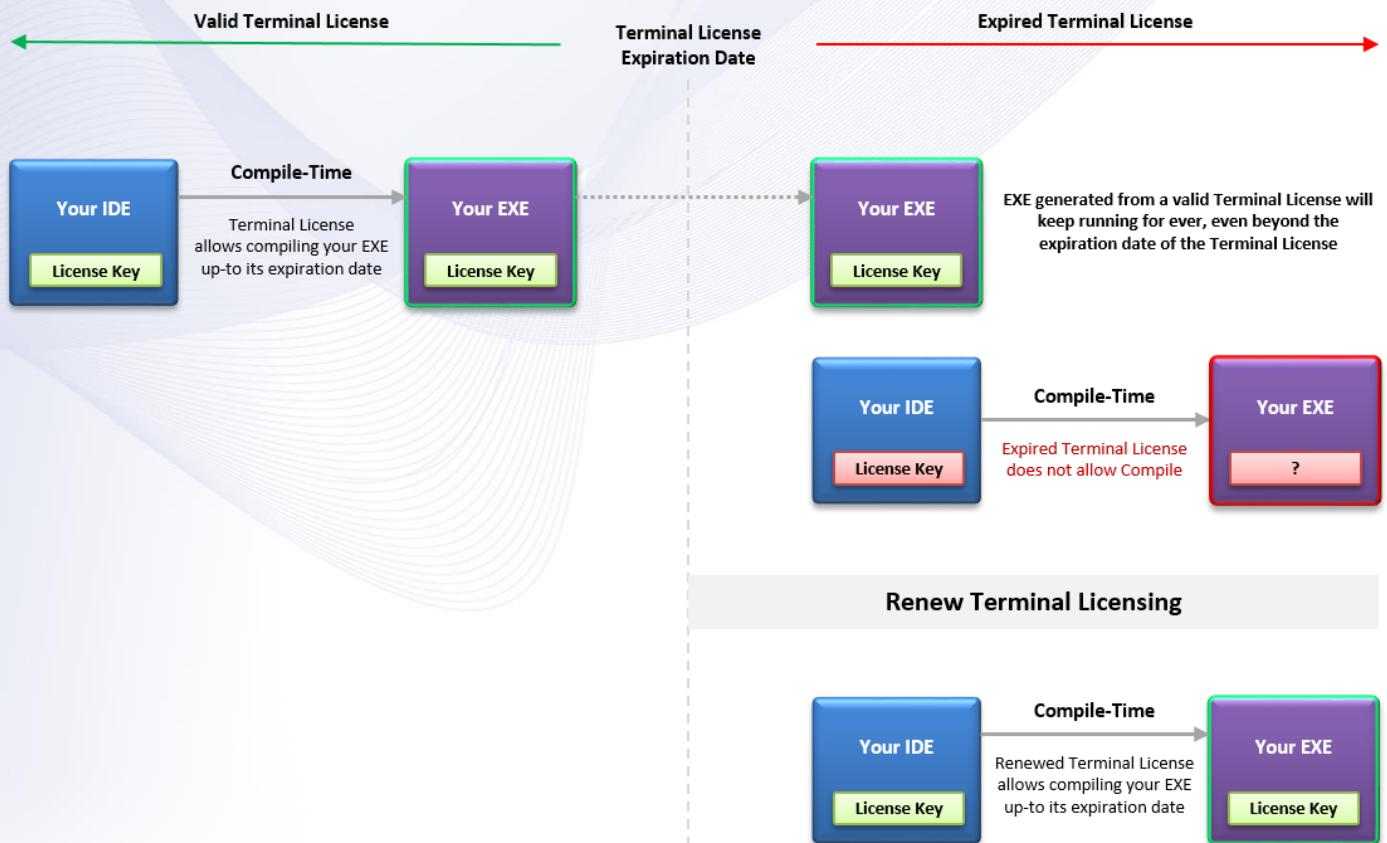
At **Run-Time** the License Key is obtained from End User Desktop Application's OLE container and validated. mobileFX products are flexible on activation; an expired OLE embedded license can be override by a more recent physical license file that is provided by mobileFX and must be placed in the same folder with mobileFX Software. This feature allows customers with time-restricted terminal activation to extend terminal activation by distributing a single file to their customers and operators.

The process is described in detail here: <https://docs.microsoft.com/en-us/cpp/mfc/mfc-activex-controls-licensing-an-activex-control>

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(m). **"Perpetual Terminal Licensing for Independent Software Vendors"** is a license plan strictly available only to Independent Software Vendors (ISV) that produce terminal-targeted software and sell their software over the Internet or off-the-shelf. This explicitly excludes institutions and organizations with finite (known) number of terminals such as Banks, Telco, Lotteries, Retail Chains, Government & Public Sector institutions companies and organizations, non-profit organizations and Universities, Military, etc.



Purpose of this licensing feature is to enable ISV to produce software products that will run on terminals and keep running beyond the expiration date of the terminal license. Perpetual terminal applications audit terminal licensing at **compile-time** and the generated applications do not expire, run for ever, run on every terminal, and will keep running even beyond the expiration date of the terminal license used to compile them. Should you need to compile a newer version of your software or new terminal-targeted products after your plan has expired, you need to re-new your Professional or Enterprise subscription.

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(n). **"Hot Fixes"** is an amendment in mobileFX Software that when compiled produces a minor-version product upgrade. Hot Fixes are offered only for mobileFX Component and not for third party software such as Chromium Embedded Framework.

(o). **"Critical Incidents"** are incidents where (i) mobileFX Software cannot run on any one of the target operating systems, (ii) mobileFX Software crashes during the execution of any of the expected scenarios, (iii) mobileFX Software does not respect the configuration provided, (iv) mobileFX Software cannot be deployed.

(p). **"Bugs"** is any logical, or functional, or security defect in mobileFX Component that can be treated with a Hot Fix. mobileFX Component Bugs are treated at mobileFX's discretion and prioritization normally on following minor releases. Treating Bugs with priority or treating Bugs causing Critical Incidents is subject to support commercials.

(q). **"Support Request - SR"** is any request for support or training placed by the Customer that mobileFX has competences to serve. For the scope of this Agreement, SRs are any requests for consultation related to: (i) integrating mobileFX Software with COM enabled programming languages Visual Basic 6.0, Delphi, Visual Studio 2015/2017/2019, RAD Studio (ii) HTML5 and CSS3 consultation, (iii) WebGL consultation, (iv) mobileFX Software API consultation, (v) mobileFX Software packaging and deployment consultation, (vi) mobileFX Software configuration for operation within Embedded Operating Systems, (vii) Remote Terminals and Terminal Servers and Virtual Appliances. SR are subject to support commercials.

(r). **"Change Request - CR"** is any request for the design and implementation of new features in mobileFX Software's Application Programmable Interface (API) including: (i) implementation of proprietary API as per Customer's functional specifications, (ii) integration with peripherals such as printers, scanners, etc. as long as peripheral hardware and SDKs are provided by the Customer, (iii) CEF3 security updates with commit identifier df7fb8e or later, (iv) integration of mobileFX Software with different version of CEF3 with commit identifier df7fb8e or later, (iv) Critical Functional Updates. CEF3 commit identifiers for version 80.0.3987.132 are in <https://bitbucket.org/chromiumembedded/cef/branch/3987>. CR are subject to support commercials.

(s). **"HMRC"** is Her Majesty's Revenue and Customs, is a non-ministerial department of the UK Government responsible for the collection of taxes, the payment of some forms of state support and the administration of other regulatory regimes including the national minimum wage. UK companies doing business overseas are bound to currency exchange rates as defined by HMRC.

(t). **"Service Hours & Business Days"** is mobileFX's working business and service hours at GMT+0 time zone. Those are from 09:00 AM to 17:00 PM from Monday to Friday, excluding Bank Holidays.

2. Licensing Policy

2.1 Perpetual Commercial License for Desktop Application Development

With Commercial Licensing you can develop an unlimited number of **Windows Desktop Applications** linked with mobileFX Component and distribute them freely to an unlimited number of your customers. You are required to obtain one license per Developer Workstation and Build Server. The license is perpetual and we offer free upgrades for the software's minor versions.

Commercial License cannot be used for developing and distributing remote, virtual, embedded or HMI applications. If you develop applications that run over Remote, Virtual or Embedded Terminals, you are required to obtain **Terminal Licensing over Commercial Licensing**. If you develop HMI applications you are required to obtain **Device Licensing over Commercial Licensing**.

2.2 Terminal Licensing over Commercial Licensing

Terminal Licensing over Commercial Licensing is required if-and-only-if an application linked with mobileFX Software is deployed on Windows Embedded operating systems, or deployed through Terminal Services, or Virtual Appliances. Terminal services include any remote session such as Remote Desktop, Citrix Clients and Terminal Server Clients, and any Virtualization container such as VMware, Virtual Box, VSphere, Docker, Parallels, etc.

Perpetual Terminal Licensing for Independent Software Vendors is a license plan strictly available only to Independent Software Vendors (ISV) that produce terminal-targeted software and **sell their software over the Internet or off-the-shelf**.

2.3 Perpetual Device Licensing over Commercial Licensing

Device Licensing over Commercial Licensing applies to Independent Hardware Vendors (IHV) and it is required if-and-only-if a software linked with mobileFX ActiveX products is distributed as part of, or embedded in, a Hardware Product, such as but not limited to IoT Devices and Gateways, POS Devices, Self Service Terminals, Vending Machines, Digital Signage Kiosks, Automation Devices, ATM Devices, HMI, etc.

3. Licensing Plans for Software Vendors

	Standard Licensing	Professional Licensing	Enterprise Licensing
WebKitX CAPEX	599 GBP for 1x ActiveX (x86) or 999 GBP for 1x ActiveX (x64) or 999 GBP for 1x ActiveX (XP)	599 GBP for 1x ActiveX (x86) or 999 GBP for 1x ActiveX (x64) or 999 GBP for 1x ActiveX (XP)	40,000 GBP / first year for unlimited Workstations and Build Servers
OPEX (Terminal Licenses)	NOT AVAILABLE	6,000 GBP / year for unlimited Terminals	10,000 GBP / next year for unlimited Terminals
Commercial Use	Yes	Yes	Yes
Commercial Licensing	Perpetual for ActiveX selected	Perpetual for ActiveX selected	Perpetual for all editions x86 + x64 + XP
Deployment Targets	Physical Windows Computers	Physical Windows Computers Windows Remote Terminals Windows Virtual Computers Windows Embedded Computers	Physical Windows Computers Windows Remote Terminals Windows Virtual Computers Windows Embedded Computers
License Agreement	Included in Software Installer	Contract with negotiable Closures	Contract with negotiable Closures
Contract Duration (min.)	N/A	2 years	3 years
Minor Version Upgrades	Yes	Yes	Yes
Major Version Upgrades	No	No	Yes
Developer Workstation and Build Server Licensing	You must obtain 1x License per Developer Workstation and Build Server	You must obtain 1x License per Developer Workstation and Build Server	Unlimited
Terminal Licensing	No	Unlimited	Unlimited
Support			
Bug Fixing	As described in effective License Agreement Terms	Yes for Critical Issues with priority	Yes for any issue with SLA
Service Request (SR)	No	Yes at contract support rates	Yes at contract support rates
Custom Feature Request (CR)	No	No	Yes at contract support rates
Proprietary API Implementation (Printers, Scanners, etc.)	No	No	Yes at contract support rates
Critical Functional Updates	No	No	Yes

4. Professional vs. Enterprise Licensing

Terminal licensing binds with the Commercial License of a specific major version. Maintaining in production **multiple major versions** of mobileFX products requires obtaining an equal amount of **Professional Licensing** subscriptions. Unless you make a release plan you could end up with multiple major versions in production. If this cannot be avoided or it is by design, then we recommend running a comparison against **Enterprise Licensing**.

Professional licensing calculation for WebKitX 32-bit: total 10 developers and build servers, major version upgrade every year with 20% discount, 2 major versions in production every year (n, n-1), starting with 1 major version in production on first year.

	2021		2022		2023		2024		2025		2026		2027	
	4.x		4.x, 5.x		5.x, 6.x		6.x, 7.x		7.x, 8.x		8.x, 9.x		9.x, 10.x	
	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost
Developer Licenses with 20% upgrade discounts	10	£5,990.00	10	£4,911.80	10	£4,911.80	10	£4,911.80	10	£4,911.80	10	£4,911.80	10	£4,911.80
Major versions in Production	1	£6,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00
Total CAPEX + OPEX		£11,990.00		£16,911.80		£16,911.80		£16,911.80		£16,911.80		£16,911.80		£16,911.80

Total: £113,460.80

Professional licensing calculation for WebKitX 64-bit or Windows XP: total 10 developers and build servers, major version upgrade every year with 20% discount, 2 major versions in production every year (n, n-1), starting with 1 major version in production on first year.

	2021		2022		2023		2024		2025		2026		2027	
	4.x		4.x, 5.x		5.x, 6.x		6.x, 7.x		7.x, 8.x		8.x, 9.x		9.x, 10.x	
	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost	Qty / Ver	Cost
Developer Licenses with 20% upgrade discounts	10	£9,990.00	10	£8,191.80	10	£8,191.80	10	£8,191.80	10	£8,191.80	10	£8,191.80	10	£8,191.80
Major versions in Production	1	£6,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00	2	£12,000.00
Total CAPEX + OPEX		£15,990.00		£20,191.80		£20,191.80		£20,191.80		£20,191.80		£20,191.80		£20,191.80

Total: £137,140.80

Enterprise licensing calculation for WebKitX, all editions: unlimited developers and build servers, free major version upgrades every year unlimited major versions in production. Included SLA with priority support, option for git branch and custom extensions.

	2021		2022		2023		2024		2025		2026		2027	
	4.x		4.x, 5.x		4.x, 5.x, 6.x		4.x, 5.x 6.x, 7.x		4.x, 5.x 6.x, 7.x, 8.x		4.x - 9.x		4.x - 10.x	
Enterprise Licensing		£40,000.00		£10,000.00		£10,000.00		£10,000.00		£10,000.00		£10,000.00		£10,000.00

Total: £100,000.00

5. Licensing Plans for Hardware Vendors

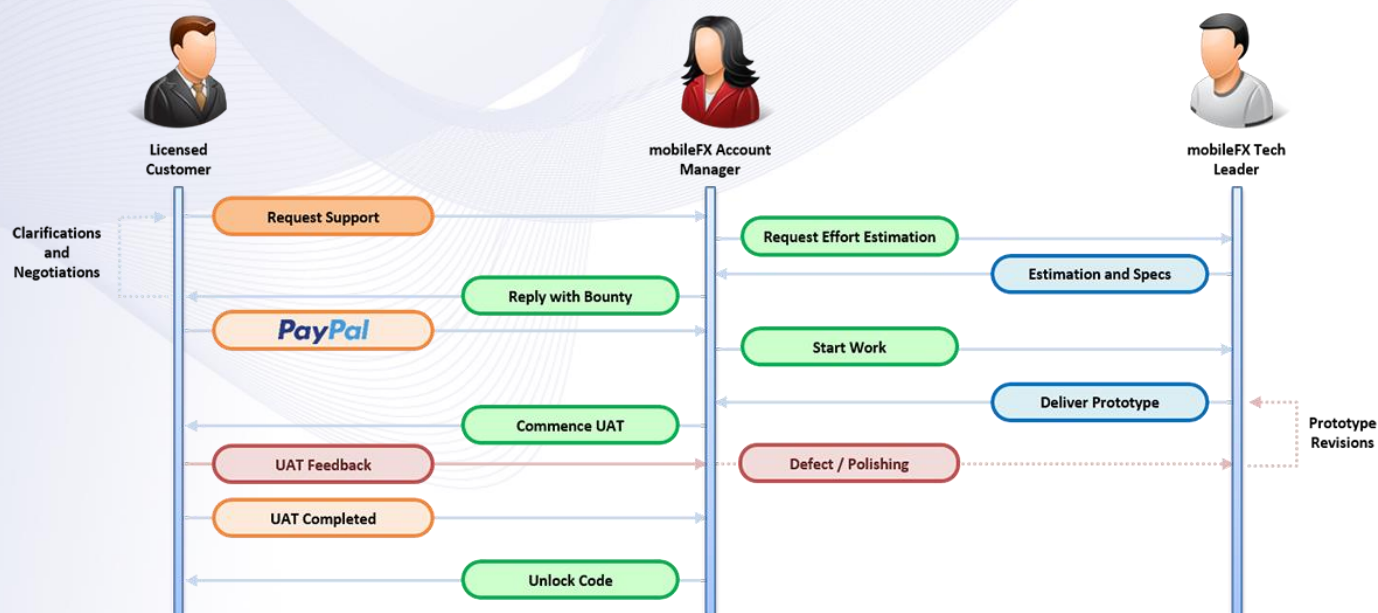
For HMI/SCADA applications the licensing models are the following:

- A. If your software is offered with **SaaS terms**, then we require our clients to obtain Professional Licensing plan. The plan offers unlimited Terminal Servers and Terminal Clients as well as unlimited Virtual appliances for the duration of the subscription. The cost is 6K GBP per fiscal year with 2-year minimum subscription. The license is provided as a single license file that must bind to at least 1 Windows developer computer of your company and does not bind with your customer computers. The license file is pre-activated for the duration of the contract.
- B. If your software is offered with **ISV terms** (perpetual) and is deployed to physical computers (not virtualized) we require our clients to obtain 1 Standard License per product item at 599 GBP. The license is perpetual and activates 1 physical Windows workstation or server regardless of the number of clients that connect to this workstation/server. Each license is provided as a single license file that must bind to each product item; the process involves generating a hash file that you must send us in order to generate the activation code. The license file is perpetual (does not expire).
- C. If you are an HMI/SCADA IDE provider (providing software with design features such as Rockwell Factory Talk or General Electric Cimplicity) and you want to give your customers the ability to insert our control into custom forms at design-time, we require our customers to obtain either Enterprise Licensing plan or a license of our source code. Our Enterprise Licensing plan is at 40K GBP CAPEX with 10K GBP OPEX with minimum subscription duration 5 years (total 80K GBP). Our source code licensing is at 250K GBP CAPEX.

5.1 Limited Support

Customers with Standard Licensing can apply for bounty-based support for Support Requests (SR) and Change Requests (CR) at time-and-material fixed man-hour rate. The service is provided with an "if-possible" condition:

Change Requests are performed on the latest published minor-version, they cannot be performed for previous minor-versions and customization and/or extensions are implemented as long as they do not require source code branching and maintain binary compatibility with other customers.



SRs and CRs require prior communication by email in order to be arranged and depend on mobileFX engineer's availability at the time of request. Minimum effort for support request is two (2) man-hours. For serving Change Requests the following professionals are engaged and their man-hours are accumulated: (i) Project Manager, (ii) Senior Software Engineer, (ii) Test Engineer. Minimum effort for change request is eight (8) man-hours.

Minimum man-hour work-hours rates for fiscal year 2020 are 100 GBP. Man-hour rates for off-hours (no-work hours) are doubled. Man-hour rates for weekends and bank holidays are tripled. The rate is provided for estimations and does not commit mobileFX.

Requesting mobileFX for support even without prior arrangement still binds you to Support terms and mobileFX reserves the right to demand compensation by invoicing you according to the Limited Support terms and. You must not contact mobileFX for support if you disagree with those support terms.