

Opticon Inbox 1.0

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Chapter 1. Initial Device Setup

Before you're able to use Opticon Inbox, certain settings and services need to be configured on your device. This section describes how to enable those necessary settings. Please follow the steps in this section carefully to ensure Opticon Inbox is set up properly.

1.1 GPS Setup

Opticon Inbox possesses the ability to record your location at the time of message creation by capturing GPS coordinates, and optionally translating them to a real address. To use this functionality, you first must set up the GPS device on your handheld.

To set up the GPS device

1. Tap the Start menu, and then the Settings menu item.
2. Move to the System tab and tap the External GPS icon.
3. Set the GPS program port to COM0. After that, move to the Hardware tab.
4. Set the GPS hardware port to COM4 and the baud rate to 57600.

1.2 Email Setup

In order to send the messages you create with Opticon Inbox, you first must set up an email account on your device and configure a number of settings. The following lists of step-by-step instructions take you through these processes.

Enable Wi-Fi

The following steps are required only if you do not have a data plan or you optionally choose to use your ISP for sending emails. To configure the Wi-Fi do the following

1. Tap the Start menu ->Settings. Go to the Connections tab and tap the Wi-Fi icon to configure your Wi-Fi settings.
2. If you have trouble setting up explore the Wireless Manager options.

1.3 Create a Mail Account

If you do not choose to set up an email account, messages will be stored in default Outlook outbox folder. The default Outlook uses ActiveSync to send messages. It is the transport by which your device's Exchange account syncs with the same Exchange account on your PC. ActiveSync on your device works with ActiveSync on Windows XP, and with Windows Mobile Device Center on Windows Vista. If you choose ActiveSync, you should remember to set up mail synchronization options on your PC side settings (Windows Mobile Device Center for Vista). By choosing ActiveSync, you will be able to send your emails only when you are connected to your PC. Alternatively, you can choose to directly synchronize with your Exchange server.

Set Up an Exchange Server Account

To set up the account, you must obtain the name of the Exchange Server and the server domain name from your service provider or system administrator. You must also know your Exchange username and password.

Note

- You can set up only one Exchange account on your device. If you already have an Exchange account set up on your device, you will be unable to perform the following procedure.
1. Tap the Start menu, and then the Messaging menu item.
 2. Tap New E-mail Account.
 3. Make sure the “Try to get e-mail settings automatically from Internet” checkbox is not selected.
 4. Enter your e-mail address, and then tap Next.
 5. Under your e-mail provider, tap Exchange server, and then tap Next.
 6. Tap Next.
 7. Enter the server address, and then tap Next.
 8. Enter your username and password, and the name of the domain in which your account is exists.
 9. Select Save Password to synchronize your device with your computer automatically, then tap Next.
 10. Select E-mail and any other data that you want to synchronize you’re your Exchange account, and then tap Finish.

Set Up E-mail Synchronization with an Internet Service Provider or a Mobile Operator

An Internet e-mail account is an account you access on the Internet through an Internet service provider (ISP) such as Microsoft Live Hotmail or Yahoo! Mail. If you already have an e-mail account with an ISP or a mobile operator, set up e-mail synchronization between your device and that account by using this procedure.

1. Tap the Start menu, and then the Messaging menu item.
2. Tap New E-mail Account.
3. Enter your e-mail address.
4. To get e-mail server settings automatically, select Try to Get E-mail Settings Automatically from the Internet.
5. Tap Next.
6. After Auto Setup has finished, tap Next.
7. Enter your name, and then tap Next.
8. Enter your username and password for the Internet e-mail account.
9. Select Save Password, and then tap Next.
10. In the Automatic Send/Receive field, select how often you want the device to synchronize with your Internet e-mail account.
11. Tap Finish.

1.4 Setup for Keeping Sent Messages from Opticon Inbox

1. Tap the Start menu, and then the Messaging menu item.

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2. Scroll to the e-mail account.
3. Tap Menu and select Options.
4. On the Message tab, check the box labeled Keep copies of Sent Items in Sent Folder.
5. Tap OK.
6. Tap the Start menu, and then the Messaging menu item again.
7. Tap the e-mail account.
8. Tap Menu > Tools > Manage Folders.
9. Check Sent Items box.

1.5 Setup Opticon Inbox Email Preference

1. Start Opticon Inbox.
2. Tap Menu and select Preferences.
3. On the Email Account tab, change Account to your selected account.
4. Tap the Save button.

Chapter 2. General Usage

Opticon Inbox is a messaging tool that enables you to send location-stamped emails containing certain kinds of data – namely barcodes and signatures - that the handset is designed to capture. Below is a picture of the main form, your starting point in creating a message.



The screenshot displays the Opticon Inbox message composition interface. At the top is a title bar with the application name and standard window controls. Below this are fields for 'To:' and 'Cc:', each with an 'Add' link. A 'Subject:' field is followed by an empty text box. The main body is a large text area with the placeholder 'Insert note...'. Below the text area are three fields: 'Location:' with the value 'Lat: 47.4595 Lon: -122.2203', 'Barcode:' with 'View/Collect (0)', and 'Signature:' with 'View/Sign (None)'. At the bottom, there is a 'Send' button and a 'Menu' button with a keyboard icon.

From this screen, you can choose what email addresses to send to, input a subject and a note (email body), location-stamp your message, collect and attach barcodes, and collect and attach a signature.

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2.1 Menu

Menu

Cancel:

Close application without saving. All added data is removed.

Remove Attached Barcodes:

Remove barcodes from message.

Remove Attached Signature:

Remove signature from message.

Clear All:

Clear all data you have entered.

Default:

Clear all data you entered and load saved preferences.

Preferences:

Open Preferences.

About:

Open information about Opticon Inbox application.

Send

Sends the message. If an Internet connection is available, the message is sent. If an Internet connection is not available, the message will be sent the next time a connection is available. In this latter case, you will see the email in the Outbox folder of your email account.

2.2 Adding Recipients to Your Message

To add one or more email addresses to the To and/or CC fields, tap the Add link to the right of the To or CC label. You will be presented with a dialog box where you can manually enter the address via the virtual keyboard or keypad, or choose an existing address defined in your handset's Contacts list. To open the Address Book, tap the "Address Book" link in the dialog box.

Note

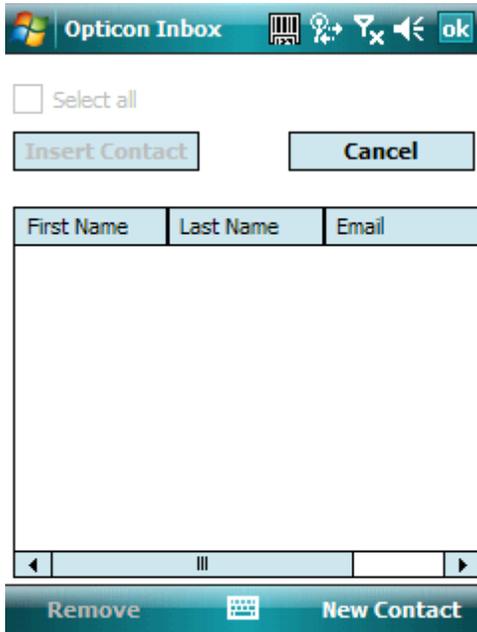
- Use ';' (semicolon) or ',' (comma) to separate email addresses.

2.3 Address Book

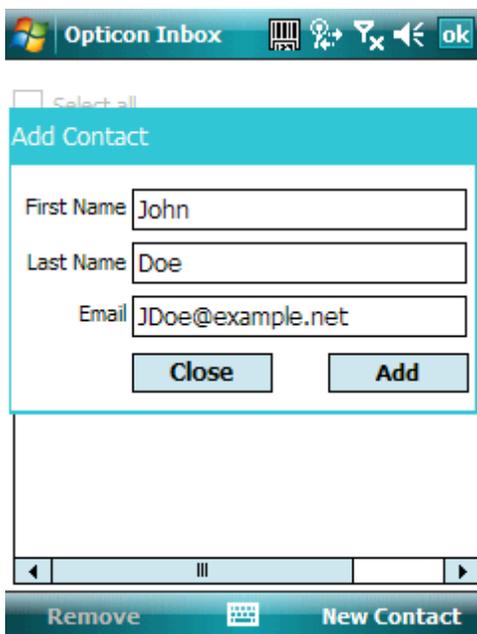
You can use the Opticon Inbox address book to add an email address to the message. These addresses are pulled from the handset's Contacts list; however, contacts' first name, last name, and email address

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can be added, modified, or removed from the address book. The contacts are sorted alphabetically by first name.

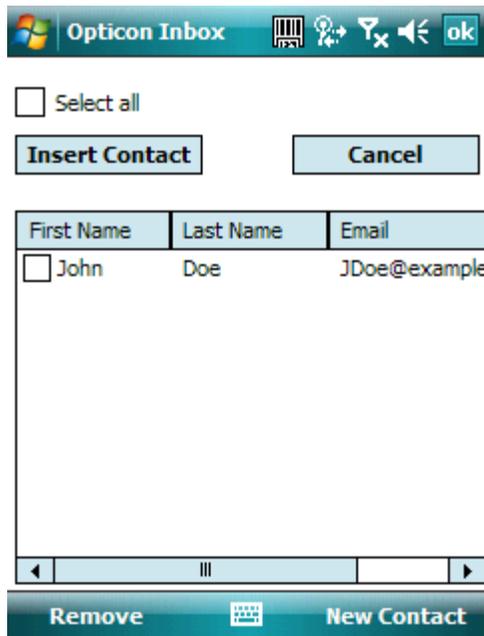


To add a new contact, tap the menu option in the bottom right labeled "New Contact". Fill in the information for the new contact and tap "Add".



The added contact appears in the list. Use the horizontal scroll bar on the contact list box to see all of the contact information.

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To choose a contact to add to your message, click on the check box next to the contact's first name and tap the "Insert Contact" button to add their email address to the message.

Contacts can be removed by checking the check box and tapping, "Remove" on the bottom left corner of the screen.

2.4 Location-Stamping Your Message

Opticon Inbox possesses the ability to record a GPS coordinate (and optionally map it to an address) and location-stamp your message with it. This is done via the link to the right of the Location label.

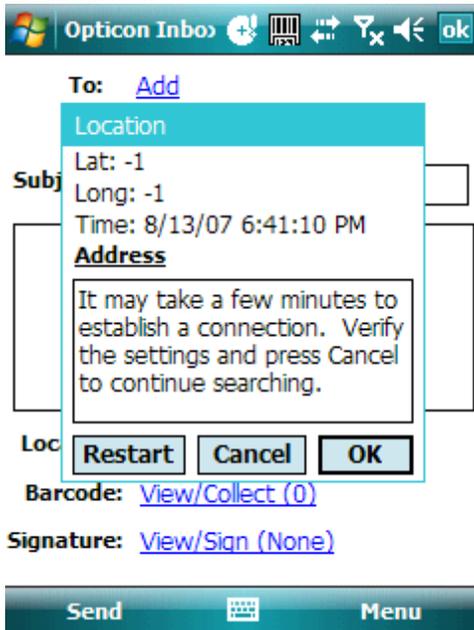


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There are 4 different states the location link may be in. When a GPS fix has not been established, it will notify you that it is searching for a GPS fix. If it has taken more than 4 minutes to find a fix, it will change the link text to "Trouble Finding Signal". *Note: buildings can cause trouble establishing a fix, so try going outside.* Once a fix is established, the link text will continually update with a latitude and longitude. When you tap the link a dialog box will be displayed. In this dialog box, you will have an option to save an address, which will stop updating the latitude and longitude and will display the saved address.

2.5 Location Dialog Box

If a GPS fix had been established before opening the dialog box and there is a valid Internet connection, the device will perform an address lookup given your current GPS coordinate. Otherwise you will get a message letting you know that there were difficulties finding an address or that a connection has not been established.



There are 3 buttons in this box. Clear will clear any saved information about your location and take you back to the main form to start a new location search. Cancel will return you to the main screen without saving any changes. Finally, OK will save any changes you have made and will lock the coordinates from being updated.

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The address box is the only item on this screen that is editable.

Chapter 3. Scanning Barcodes

Opticon Inbox allows the user to scan barcodes and save the data in a comma delimited CSV file (barcodes.csv), which can be sent to a host PC directly via ActiveSync (see section below), or attached to your message.

Barcode scanning can be done in two modes: Fast Scan & Normal Scan.



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3.1 Fast Scan Mode

In Fast Scan mode, scanned barcodes are saved automatically to barcodes.csv without user intervention. This mode is ideal for situations where the user just wants to scan and save barcodes (e.g. inventory taking).

The user can optionally display a description for each barcode scanned. See the Using Preferences section in this manual.

3.2 Normal Scan Mode

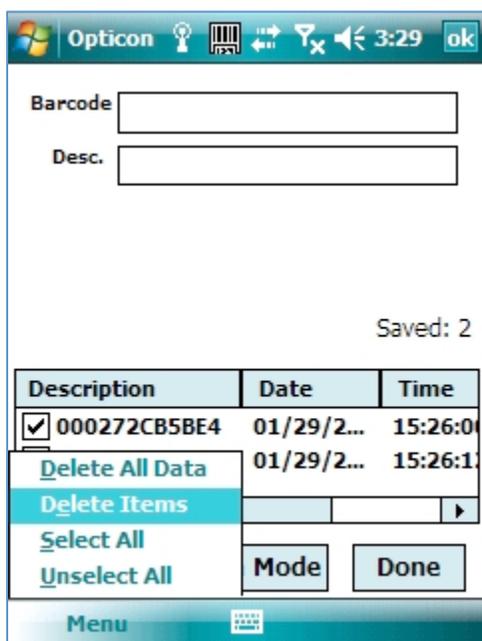
Normal Scan mode allows the user to add additional fields of data to save along with the barcode. These fields are referred to as custom fields, which can be enabled in the barcode preferences. Up to 5 custom fields can be used with each barcode. Each custom field must be given a descriptive short name (e.g. QTY), which will be used to represent data for that field. When custom fields are used, the user must enter values for each custom field and then click the Save button to save the record into the barcodes.csv file.

To scan a barcode, press the “SCAN” button located on the side of the device. There is a scan button on each side of the device. In Fast Scan mode, the barcode will be automatically displayed in the grid along with date & time stamp. In Normal Scan mode, the user must enter values for the custom fields and then click the green Save button located at the bottom left of the screen. A barcode count keeps track of the number of barcodes scanned. When you’re done scanning, click the “Done” button located at the bottom right corner of the screen. You may resume scanning at anytime.

3.3 Searching for Barcodes

To search for a barcode in the grid, click the “Search Mode” button. The button color turns green and the button caption changes to “End Search” indicating that search mode is active. In this mode you can search for a scanned barcode in the grid. You will get a message indicating whether the barcode is found in the grid or not. Scanned barcodes are not saved while in search mode. Be sure to click the “End Search” button to go back to Fast Scan or Normal Scan mode.

3.4 Deleting Barcodes



You can delete selected barcodes or the entire list. To delete selected barcodes, click the box next of each barcode you want to delete, then click “Delete Items” from the Menu at the bottom left. This deletes the barcode from the grid and the file.

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To delete the entire barcode collection, click “Menu” at the bottom left of the screen then click “Delete All Data”, a confirmation message is displayed. Click OK to delete all barcodes or Cancel to go back. You can also click “Select All” from the menu then click “Delete Items”.

Please exercise caution when using this option, as it will delete all scanned barcodes with no way to recover them. The CSV file will be deleted as well. This should only be used after the data has been successfully sent to a host PC.

3.5 Data Mapper Usage

Data mapping allows you to map a barcode to a text description that is automatically added when the barcode is scanned. Look in the Preferences section to for setup information.

Once the data mapper is set up, it will automatically search the selected file for any barcode that is scanned. If the description is found, it will add it to the description field of the barcode.

If an error occurs while searching for a description, a message box will pop up letting you know that an error occurred. It will also turn off the data mapping functionality until the barcode collection form is closed. This is to prevent an error from popping up after each scan.

3.6 Transferring Barcodes.csv File Via ActiveSync

To transfer barcodes directly via ActiveSync, first plug your device in to a host PC. You should get a notification that a connection has been established via ActiveSync. If no notification appears, try unplugging the mini-usb cable from your device and then plug it back in. After a connection has been established, open the My Computer folder on your PC. There should be a folder here for your mobile device. Open that folder and then the My Windows Mobile-Based Device folder. From there, open the Program Files folder and then the Inbox folder. Inside of there, there should be a Data folder, inside the Data folder is the barcodes.csv file. Drag that file to your desktop to transfer it from the device to your PC.

Chapter 4. Signature Capture

Opticon Inbox also possesses the ability to capture a signature and attach it to your message as a Bitmap (.bmp) file.

4.1 Create a New Signature

1. Tap the View/Sign (None) link to the right of the Signature label at the bottom of the main message creation screen.
2. Sign on the signature pad.

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3. Enter Print Name (optional).
4. Tap Save.



4.2 Clear the Print Name and Signature

Tap Menu and select the Clear menu item.

Note

- An empty signature cannot be saved. To remove the signature from the message, tap Menu, and select the Remove Attached Signature menu item.



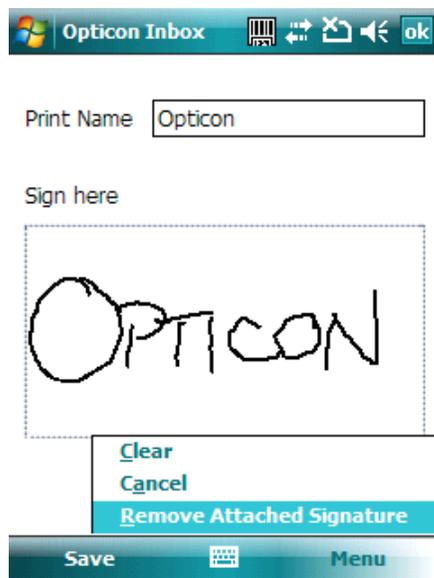
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4.3 Modify an Existing Signature

1. Tap View/Signature (Attached) link on the main message creation screen.
2. Modify Print Name or Signature.
3. Tap Save.

4.4 Remove Attached Signature on Signature View

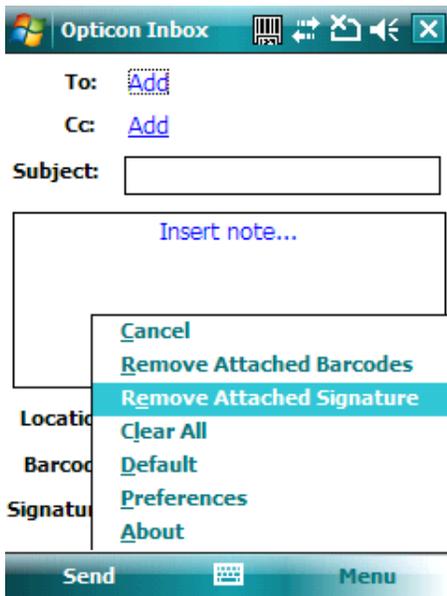
Tap Menu and select the Remove Attached Signature menu item.



You may also remove the attached signature from the main message creation screen.

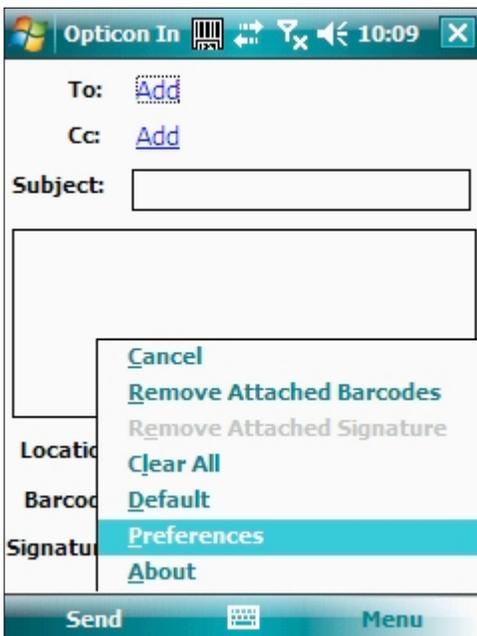
Tap Menu, and select the Remove Attached Signature menu item.

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Chapter 5. Using Preferences

Preferences allow you to configure various features of Opticon Inbox to fit your needs. To access Preferences, from the main screen tap Menu, then tap the Preferences menu item. There are 4 tabs in the Preferences screen.



1. Barcodes – allows you to define custom fields to be saved along with the barcode data.

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2. Data Mapping – allows you to configure the automatic barcode description lookup.
3. Message – allows you to input a default subject and message body for all of your messages.
4. Email Account – allows you to select an email account along with recipients for your messages.

5.1 Barcode Scanning Preferences

You can define up to 5 additional, custom fields of data to save along with the barcode.

To use a custom field, click the checkbox next to the field and enter a short descriptive name for the field in the corresponding box. The name you enter will become the field's name in the grid and the CSV file as well as on the barcode scanning screen. Click "Save" when finished.

When scanning barcodes while custom fields are enabled, you must enter values for all custom fields then click the "Save" button to save the barcode along with its custom fields. The "Save" button is visible only when custom fields are used.

The screenshot shows a window titled "Opticon In" with a toolbar containing a barcode icon, a refresh icon, a close icon, and a clock showing 10:01. The main content area is titled "Additional fields to add to barcodes" and contains five rows of settings:

Field Name	Checkbox	Value
User Field 1	<input checked="" type="checkbox"/>	ON HAND
User Field 2	<input checked="" type="checkbox"/>	NEW QTY
User Field 3	<input type="checkbox"/>	
User Field 4	<input type="checkbox"/>	
User Field 5	<input type="checkbox"/>	

At the bottom of the dialog are two buttons: "Defaults" and "Save". Below the dialog is a tabbed interface with tabs for "Barcode", "Data Mapping", "Message", and "Email". The "Barcode" tab is currently selected and highlighted.

Note: To maintain data integrity, the barcode tab is disabled after using custom fields. To re-enable the barcode tab and make changes to the custom fields, you must first either delete all attached barcodes or send the current message. In other words, if you use custom fields, you cannot make changes to custom fields while the barcodes.csv file is present. You must upload the original data before making new changes to custom fields.

5.2 Data Mapping Setup

Data mapping allows you to map a barcode to a text description. This text description will then appear in

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the barcode collection screen's description field, and be saved along with the barcode. The mappings are usually stored in a file on the handset's file system.

The data mapper can accept 3 different types of files: Comma Separated Value (CSV), XML, or SQL Database File (SDF). CSV files and XML files need to be formatted in a specific fashion.

CSV files must have the format `barcode,description(newline)`. An example would be,

```
123456,Item1
234567,Item2
987654,Item3
...
```

XML files must have a root tag `<Descriptions>` and each entry should be in a `<data>` tag with a barcode attribute. An example is,

```
<Descriptions>
  <data barcode="123456">Item1</data>
  <data barcode="234567">Item2</data>
  <data barcode="987654">Item3</data>
  ...
</Descriptions>
```

SDF files can be set up multiple different ways. There are custom fields available to suit an existing table or you may want to create a new table with the default fields.

The actual lookup query looks like this,

```
SELECT (Description Col.) FROM (Table Name) WHERE ((Barcode Col.) = '(actual barcode scanned)')
```

You may leave the custom table options blank in which case the default values are used for any option left blank. The defaults are:

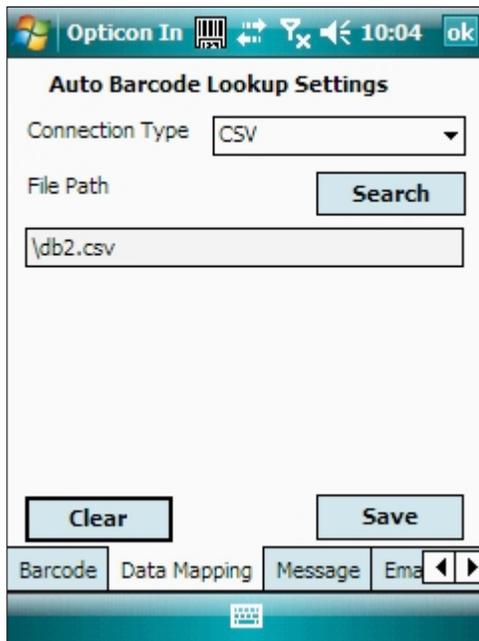
```
Table Name: DataMapping
Barcode Col.: barcodes
Description Col.: descriptions
```

5.3 Data Mapping Preferences

Select the connection (file) type that contains the description. The files supported are CSV, XML and SQLCE.

After you select the file type, you need to tell Opticon Inbox where the file is located. Click the "Search" button and browse to the file. Click "Save" to save the settings.

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5.4 Message Preferences

Message preferences allow you select a default subject and message body (signature) for your messages. This is useful for when you want to send the message with a common subject/body stub to aid in processing on a recipient system. You can also select if the signature is placed on top (Header) or at the bottom (Footer).

5.5 Email Account Preferences

Email Account Preferences allow you to set a default account to be used to send the message. ActiveSync allows you to send the message to your PC via ActiveSync; when the email syncs between the handset and the PC, the message can then be sent via your email account (e.g. MS Outlook). You can alternatively select an email account directly from your handset if you have one set up.

You can also select default recipients saving you the time of having to enter their email addresses with each message.

Chapter 6. Product and Support Information

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6.1 Product And Support Information

Opticon Inbox Version 1.0

Email:

support@opticonusa.com

Website:

<http://www.opticonmobility.com>

Copyright:

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This software uses icsharpcode.sharpziplib library published under the GNU general public license.

6.2 EULA

Reseller & End-User License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE USING THE OPTICON SOFTWARE OR SOURCE CODE.

This Reseller & End-User License Agreement (“Agreement”) is a legal agreement between you (either an individual user or organization) (hereinafter “licensee”, “you” or “your”) and Opticon Incorporated (“Opticon”), in part defining the terms and conditions you are required to follow in order to have the below defined revocable, limited, non-exclusive license to use, and possibly modify, Opticon’s SOFTWARE and/or SOURCE CODE in your operation of OPTICON HARDWARE. By installing, using or modifying the SOFTWARE and/or SOURCE CODE, you agree to be bound by all of the terms and conditions of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT INSTALL, USE OR MODIFY THE SOFTWARE AND/OR SOURCE CODE.

1. DEFINITIONS. As used hereinafter, the following terms have the following meanings throughout this Agreement:

- a) **“OPTICON HARDWARE”** – barcode scanning equipment and/or related devices of all types and manner, manufactured by or for Opticon.
- b) **“DOCUMENTATION”** – manuals, data models, flow charts, logic diagrams, input and output forms, and functional specifications regarding the SOFTWARE and/or SOURCE CODE, or use of the SOFTWARE and/or SOURCE CODE, and generally supplied by Opticon to the end user customers of OPTICON HARDWARE, whether in printed or online format, as well as complete or partial copies of the foregoing.

- c) **“RESELLER”** – anyone or entity that purchases OPTICON HARDWARE, from any source, and resells that hardware to another person or entity, whatever the price of the resale.
- d) **“END-USER”** – anyone or entity that purchases OPTICON HARDWARE, from any source, and uses that hardware for its intended purpose.
- e) **“SOFTWARE”** – a compiled, binary executable or object library and all associated files, including DOCUMENTATION, whether or not denominated as a “demo application” by Opticon.
- f) **“SOURCE CODE”** – sample code or software development kits (“SDK”) containing code or other associated files – including DOCUMENTATION – for the purpose of enabling END-USERS to develop their own binary executables or object libraries for use in OPTICON HARDWARE.
- g) **“DEVELOPED SOFTWARE”** - all computer applications END-USERS create (Macintosh / Unix / Linux / Windows / Windows Mobile GUI, service (background), and console applications; embedded applications that run on OPTICON HARDWARE), that use the SOFTWARE or are constructed using or are derivative from the SOURCE CODE.

2. GRANT OF LICENSE.

This Agreement is a license agreement directed to Opticon’s SOFTWARE and SOURCE CODE ***which SOFTWARE and SOURCE CODE are intended by Opticon to be used solely in association with and/or for the operation of OPTICON HARDWARE.***

This Agreement is not an agreement for sale of the Opticon SOFTWARE or SOURCE CODE, and as such your rights granted herein are ***expressly limited*** as to how you may use, resell or otherwise transfer the Opticon SOFTWARE and SOURCE CODE. Such expressly limited grant of rights being as follows:

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The following additional conditions run with the SOURCE CODE:

- i. All works created by or for you from the SOURCE CODE, whether corrections, modifications or derivatives, including but not limited to, DEVELOPED SOFTWARE, shall be considered works made for hire, with all right, title and interest thereto vesting in Opticon upon creation thereof. If any such work does not constitute a work made for hire, you herein agree that this Agreement is an irrevocable sale, assignment and transfer to Opticon all right, title and interest in and to that work, including, but not limited to, all of your rights as the owner of the claim to copyright in that work, throughout the world. You agree to execute, if necessary, any and all documents that may be reasonably necessary to effectuate the ownership of such copyright rights in Opticon. If you employ any outside programmer(s) to contribute to or create the DEVELOPED SOFTWARE, you agree to have such outside programmer(s) execute, at the time of their contribution and/or creation, an agreement transferring any and all rights of such programmer(s) in the DEVELOPED SOFTWARE, including, but not limited to, any and all copyright rights, to Opticon. This provision shall survive the termination or expiration of this Agreement.
 - ii. You also agree to deliver to Opticon all related information for said corrections, modifications, or derivatives.
 - iii. You acknowledge and agree that the SOURCE CODE contains valuable and proprietary trade secrets of Opticon, and agree to expend every effort to insure its confidentiality.
 - iv. In the event that Opticon ceases business operations and no surviving entity owns the rights to the SOURCE CODE, then you may retain and continue to use the SOURCE CODE under the terms and conditions outlined in this Agreement.
- c) **Electronic Documents.** Solely with respect to Electronic Documents included with the SOFTWARE and SOURCE CODE, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party, unless they are distributed with the associated SOFTWARE or SOURCE CODE that is packaged with OPTICON HARDWARE to be resold by you.

- d) **Additional Redistribution Requirements.** If you redistribute/resell the SOFTWARE or SOURCE CODE pursuant to the limitations and conditions of Sections 2a and 2b of this Agreement, you also agree as follows:
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© Opticon, Inc.
 - ii. Not permit further distribution of the SOFTWARE, SOURCE CODE or DEVELOPED SOFTWARE by your end user.
 - iii. You may not redistribute/resell the SOFTWARE or SOURCE CODE if (a) you are creating DEVELOPED SOFTWARE for use by non-licensed software developers, or (b) your DEVELOPED SOFTWARE exposes the functionality of the SOFTWARE through a programmable interface.
- e) **No Implied Licenses.** There are no implied licenses under this Agreement (by implication, estoppel or otherwise), and any rights not expressly granted to you herein are reserved by Opticon or its suppliers.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a) **Trial Software.** If the SOFTWARE or SOURCE CODE installed is to be used in conjunction with evaluation units of OPTICON HARDWARE, then notwithstanding other sections of this Agreement, you may **only** use the SOFTWARE for evaluation purposes and may **not** redistribute any SOFTWARE or SOURCE CODE.
- b) **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may **not** reverse engineer, decompile or disassemble the SOFTWARE, or attempt in any manner to derive, reconstruct or discover any SOURCE CODE or underlying algorithms of SOFTWARE provided in object code form only, from the SOFTWARE or DOCUMENTATION.
- c) **Separation of Components.** The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one device.
- d) **Transfer.** You may not transfer, rent, sublease, or lend the SOFTWARE and/or SOURCE CODE.
- e) **Support Services.** Opticon may provide you with support services related to the SOFTWARE and/or SOURCE CODE ("SUPPORT SERVICES"). Any supplemental software code provided to you as part of the SUPPORT SERVICES shall be considered part of the SOFTWARE and subject to the terms and conditions of this Agreement. With respect to technical information you provide to Opticon as part of the SUPPORT SERVICES, Opticon may use such information for its business purposes. Opticon will not utilize such technical information in a form that personally identifies you as an individual, a single entity, or a corporation.
- f) **Termination.** Without prejudice to any other rights, Opticon may immediately terminate this Agreement if you fail to comply with any of the terms or conditions of this Agreement. In such event, you agree to destroy all copies of the SOFTWARE, SOURCE CODE, DEVELOPED SOFTWARE and/or CONFIDENTIAL INFORMATION.

4. COPYRIGHT.

The SOFTWARE and SOURCE CODE are owned by Opticon and are protected, at least, by United States copyright laws and applicable international treaties.

5. PROPRIETARY RIGHTS.

Portions of the SOFTWARE and SOURCE CODE utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the “online” electronic documentation for the SOFTWARE and SOURCE CODE, and your use of such material is governed by their respective terms. All other copyright, patent, trade secret, trademark and other intellectual and property rights in the SOFTWARE and SOURCE CODE are, and shall remain, the valuable property of Opticon. You agree to take all reasonable steps to ensure that the provisions of this Agreement are not violated by you or by any person under your control or in your service.

6. EXPORT RESTRICTIONS.

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (i) the SOFTWARE and/or SOURCE CODE or (ii) your DEVELOPED SOFTWARE or services that use the SOFTWARE and/or SOURCE CODE, or (iii) the DOCUMENTATION to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

7. CONFIDENTIAL INFORMATION.

- a) **Confidentiality.** Opticon and you agree that, in the course of dealings between the parties, each party may acquire information or materials about the other party, its business activities and operations, its technical information and trade secrets, which are of a confidential or proprietary nature (“Confidential Information”). Without limitation, information will be treated as Confidential Information (i) if it is marked or accompanied by documents clearly and conspicuously designating them as “confidential” or the equivalent; or before, during or promptly after the presentation of communication. Upon request by you, Opticon shall advise you whether or not it considers any particular information or materials to be Confidential Information. “Confidential Information” does not include any information which: (i) was known to the receiving party before receipt from the disclosing party; (ii) is or becomes publicly available through no fault, act or omission of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (v) is independently developed by the receiving party.
- b) **No Use or Disclosure.** Each Party shall not disclose the others party’s Confidential Information to third parties, and shall not use Confidential Information except to exercise its rights and fulfill its duties under this Agreement. In addition, each party shall use the same degree of care, but no less than a reasonable degree of care, as the party uses with

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respect to its own similar information to protect the information and to prevent unauthorized use or disclosure. Without limiting the foregoing, neither party shall disclose Confidential Information of the other party to its employees who do not have a need to know that information. If a receiving party is required by a government body or court of law to disclose information, the receiving party agrees to give the disclosing party reasonable advance notice so that the disclosing party may contest the disclosure or seek a protective order. Each party agrees to use reasonable efforts to return to the other party, or to destroy (and to certify the destruction in writing to the other party), all materials containing any Confidential Information of the other party upon the request of the disclosing party. Confidential Information received under this Section need only be protected per this Section for five (5) years from first receipt thereof.

8. WARRANTY; DISCLAIMER.

- a) **Limited Warranties.** Opticon represents and warrants that for a period of sixty (60) days after the date of delivery (the "Warranty Period"), the Software will function under ordinary use; will perform substantially the functions described in the DOCUMENTATION, and the media on which the Software is delivered will be free from defects in design, workmanship and materials.
- b) **Sole Remedy.** Opticon's sole and exclusive obligation, and your sole and exclusive remedy, for any breach of the warranties in section 8(a) is to use reasonable efforts to repair or replace the Software so that it conforms to the applicable warranty.
- c) **Limitation and Exclusions.** Opticon will have no obligation under this section 8 with respect to problems caused: (i) by a malfunction of computer hardware or software other than the SOFTWARE or the OPTICON HARDWARE; (ii) by any modification of the SOFTWARE that is unauthorized; (iii) by any combination, operation, or use of the SOFTWARE with systems other than those described by this Agreement or the DOCUMENTATION or that may otherwise be approved by Opticon; or (iv) by the SOFTWARE being subjected to neglect, accident or the elements.
- d) **Disclaimers.** EXCEPT AS STATED IN THIS SECTION 8 ("WARRANTY; DISCLAIMER"), OPTICON AND ITS LICENSORS AND SUPPLIERS MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, SOURCE CODE, DOCUMENTATION, AND/OR SERVICES TO BE PROVIDED HEREIN BY OPTICON, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NOINFIRNGMENT AND FITNESS FOR A PARTICULAR PURPOSE. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation, except those specifically set forth herein.

9. INDEMNIFICATION BY OPTICON.

- a) **Indemnification by Opticon for Infringement.** Opticon shall, at its expense, defend or settle any claim or action brought against you that is based on or alleges that the SOFTWARE or SOURCE CODE directly infringes a U.S. copyright, trademark, or trade secret ("Opticon Indemnified Claim"). Opticon shall pay all damages awarded or amounts of settlements entered into for the Opticon Indemnified Claim.
- b) **Limitations.** Opticon's obligations under section 9(a) do not apply to the extent that: (i) you are required to indemnify Opticon pursuant to section 10 below; (ii) the infringement

arises as a result of any modification of the SOFTWARE or SOURCE CODE by you that is unauthorized by Opticon, or is caused by modifications to the SOFTWARE or SOURCE CODE by any party other than Opticon or Opticon's authorized representative, irrespective of the ownership of such modifications as is otherwise provided for in this Agreement; or (iii) the infringement involves breach of this Agreement by you.

- c) **Conditions.** Opticon's obligations under section 9(a) are conditioned on your compliance with the following: (i) you shall provided to Opticon prompt written notice of any such claim, action or allegation of infringement; (ii) you shall grant to Opticon, and Opticon will have, the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion; (iii) you shall not settle or compromise such claim, action or allegation, except with prior written consent of Opticon; and (iv) you shall give, at Opticon's expense, such assistance and information as Opticon may reasonably require to settle or oppose such claims. You may, however, participate in the defense or settlement of such claim, action or allegation at your own expense and with your own choice or counsel, but Opticon shall have sole control over claims involving the validity of its copyright rights.
- d) **Rights in Event of Infringement.** In the event that an infringement, claim, action or allegation is brought or threatened, Opticon may, at its sole option and expense: (i) procure for you the right to continue Use of the SOFTWARE, SOURCE CODE or infringing part thereof; (ii) modify or amend the SOFTWARE, SOURCE CODE or infringing part thereof, or replace the SOFTWARE, SOURCE CODE or infringing part thereof with other software or code having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable; (iii) terminate this Agreement and repay to you a dollar amount not to exceed that which you paid to Opticon for the software in question. Opticon and you will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

10. INDEMNIFICATION BY RESELLER/END-USER.

- a) **Indemnification by Reseller/End-User.** You shall, at your expense, defend or settle any claim or action brought against Opticon that arises out of any modification implemented by you, or for you, to the SOFTWARE, SOURCE CODE or DEVELOPED SOFTWARE and that causes a claim for violation of any copyright, trademark, trade secret or database rights of another ("your Indemnified Claim"), regardless of the fact that pursuant to this Agreement Opticon may be the owner of such modification. You shall also, at your expense, defend or settle any claim or action brought against Opticon for patent infringement for your improper or violative usage of any of the SOFTWARE, SOURCE CODE or DEVELOPED SOFTWARE. You shall pay all damages awarded or amounts of settlements entered into for your Indemnified Claim.
- b) **Conditions.** Your indemnification obligations under section 10(a) are conditioned on Opticon's compliance with the following: (i) Opticon shall provided to you prompt written notice of any such claim, action or allegation of infringement; (ii) Opticon shall grant to you, and you will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at your own discretion; (iii) Opticon shall not settle or compromise such claim, action or allegation, except with your prior written consent; and (iv) Opticon shall give, at your expense, such assistance and information as Opticon may

reasonably require to settle or oppose such claims. Opticon may, however, participate in the defense or settlement of such claim, action or allegation at its own expense and with its own choice of counsel and if any such claim involves the validity of any of Opticon's copyright rights, Opticon shall have the right to control that aspect of the defense against the claim.

11. LIMITATION OF LIABILITY.

- a) EXCEPT FOR SECTION 9 ("INDEMNIFICATION BY OPTICON"), SECTION 10 ("INDEMNIFICATION BY RESELLER/END-USER"), AND BREACH OF SECTION 7 ("CONFIDENTIALITY"), UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF THESE DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING WILL NOT AFFECT EITHER PARTY'S LIABILITY, IF ANY, WITH RESPECT TO CONTRIBUTION OR INDEMNITY FOR THIRD-PARTY CLAIMS FOR PERSONAL INJURY, DEATH, OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY.
- b) UNDER NO CIRCUMSTANCES SHALL OPTICON'S LICENSORS OR SUPPLIERS BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. OPTICON'S SUPPLIERS OR LICENSORS ALSO SPECIFICALLY DISCLAIM DIRECT DAMAGES.

12. MISCELLANEOUS.

- a) **Governing Law.** The rights and obligations of the parties under this Agreement shall be governed by and construed under the laws of the State of Washington including its Uniform Commercial Code, without reference to conflict of laws principles, and that none of the obligations herein will be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties further agree that any actions to enforce the terms hereof, or for breach hereof, shall be brought in either the federal or state courts of the State of Washington.
- b) **Contacting Opticon.** Should you have any questions concerning this Agreement, or if you desire to contact Opticon for any reason, please write to Opticon Incorporated; 2220 Lind Ave SW, Suite 100, Renton, WA 98057. If you have a specific question regarding the licensing of SOFTWARE or SOURCE CODE, you may contact Opticon's Operations Manager.
- c) **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, which the other party will not

unreasonably withhold, condition or delay except that Opticon may assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity which succeeds to its business to which this Agreement relates and which assumes all of its obligations hereunder in writing. Opticon shall, to the extent it is able, provide notice of such assignment and, in such an event, Opticon or its legal successor-in-interest shall remain bound as a guarantor of such obligations. Any attempted assignment in violation of the foregoing will be void and of no effect. The parties' rights and obligations will bind and inure to the benefit of their respective successors and permitted assigns.

- d) **Compliance with Law.** At your own expense, you shall comply with all applicable laws and regulations regarding your activities related to this Agreement.
- e) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior agreements, discussions and understandings between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.
- f) **No Waiver.** No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed to be a waiver thereof or an acquiescence to the event giving rise to such remedy, but every such right or remedy may be exercised, from time to time, as may be deemed expedient by the party exercising such right or remedy.
- g) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to you at the address shown in the below Section 13 or at such other address for which you give notice hereunder, and addressed to Opticon at the address shown in the below Section 13, and to the attention of Opticon's stated representative, or at such other address for which Opticon gives notice hereunder. Such notice will be deemed to have been given three days after deposit in the mail, except that notice of change of address shall be effective only upon receipt.
- h) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

13. NOTICE.

If you want to provide Opticon with your contact information for any notices that may be required to be sent by Opticon to you pursuant to the terms of this Agreement, then please complete the below and send a copy of this page to:

Attn: Mr. Michael Waters
Opticon, Inc.
2220 Lind Avenue, S.W.
Suite 100
Renton, WA 98057

[Name of licensee]

Signature: _____

Print Name: _____

Title: _____

Address: _____

PLEASE COMPLETE THE ABOVE REQUIRED INFORMATION OF THIS PAGE OF THIS AGREEMENT AS NEATLY AS POSSIBLE. ILLEGIBLE INFORMATION MAY LEAD TO FAILURE OF THE APPLICABLE DELIVERY SERVICE TO DELIVER TO YOU IMPORTANT NOTICES PURSUANT TO THIS AGREEMENT. ANY SUCH DELIVERY FAILURE WHICH IS THE RESULT OF ILLEGIBLE INFORMATION PROVIDED BY YOU ON THIS PAGE, WILL BE AT YOUR SOLE RISK AND RESPONSIBILITY.

