

## Software User Agreement

THIS LICENSE AGREEMENT ("Agreement") is entered into on today's date by accepting this agreement between Hamamatsu Photonics KK, a Japanese corporation with its registered office at 1126 Ichino-cho, Higashi-ku, Hamamatsu City, Japan ("HPK") and the registered corporate office of the LICENSEE representative installing this software.

### 1. GRANT OF LICENSE; LICENSEE RESTRICTIONS

1.1 LICENSEE Restrictions and Prohibitions. LICENSEE represents and warrants that it will not at any time, directly or indirectly reverse Engineer or assist in the Reverse Engineering of all or any part of these DCAM-API Drivers including but not limited to, any and all binary files associated therewith, or the supported camera systems, including the hardware or software (whether embedded or otherwise), or the Security Technology.

LICENSEE shall not, directly or indirectly, (a) reproduce or create derivatives of these DCAM-API Drivers, except in association with the development of Software under this Agreement, (b) sell, lease, assign, lend, license, or encumber the DCAM-API Drivers, (c) distribute the DCAM-API Drivers in any form other than the pre-packaged installers without express written consent of HPK.

Any tools developed or derived by LICENSEE because of a study of the performance, design or operation of the DCAM-API Drivers shall be considered derivative works of the Intellectual Property Rights, but may be retained and utilized by LICENSEE in connection with this Agreement. In no event shall LICENSEE (i) seek, claim or file for any patent, copyright or other Proprietary Right with regard to any such derivative work, (ii) make available any such derivative work to any third party, or (iii) use any such derivative work except in connection with the design and development of Software under this Agreement.

### 2. PRODUCT SUPPORT

Warranty and Repair. LICENSEE shall provide the original consumer with a minimum ninety (90) day warranty on all Licensed Products. LICENSEE shall also provide reasonable product service, including out-of-warranty service, for all Licensed Products. Under no circumstance shall HPK be responsible for any warranty or support of the Licensed Products.

### 3. CONFIDENTIAL INFORMATION

Definition. "Confidential Information" means information provided to LICENSEE by HPK or any third party working with HPK relating to the hardware and software for the DCAM-API Drivers, including, but not limited to, (a) all current or future information, know-how, techniques, methods, information, tools, emulator hardware or software, software development specifications, and/or trade secrets, (b) any patents or patent applications, (c) any business, marketing or sales data or information, and (d) any other information or data relating to development, design, operation, manufacturing, marketing or sales. Confidential Information shall include all confidential information disclosed, whether in writing, orally, visually, or in the form of drawings, technical specifications, software, samples, pictures, models, recordings, or other tangible items, which contain or manifest, in any form, the above listed information. Confidential Information shall not include (i) data and information which was in the public domain prior to LICENSEE's receipt of the same hereunder, or which subsequently becomes part of the public domain by publication or otherwise, except by LICENSEE's wrongful act or omission, (ii) data and information which LICENSEE can demonstrate, through written records kept in the ordinary course of business, was in its possession without restriction or use or disclosure, prior to its receipt of the same hereunder and was not acquired directly or indirectly from HPK under an obligation of confidentiality which is still in force, and (iii) data and information which LICENSEE can show was received by it from a third party who did not acquire the same directly or indirectly from HPK and to whom LICENSEE has no obligation of confidentiality.

LICENSEE shall be permitted to disclose Confidential Information if such disclosure is required by an authorized governmental or judicial entity, provided that HPK is given Notice thereof at least thirty (30) days prior to such disclosure. LICENSEE shall use its best efforts to limit the

disclosure to the greatest extent possible consistent with LICENSEE's legal obligations, and if required by HPK, shall cooperate in the preparation and entry of appropriate protective orders.

Disclosure and Use. HPK may provide LICENSEE with highly confidential development information, systems, specifications and related resources and information constituting and incorporating the Confidential Information to assist LICENSEE in the operation of Software. LICENSEE agrees to maintain all Confidential Information as strictly confidential and to use such Confidential Information only in accordance with this Agreement. LICENSEE shall limit access to the Confidential Information to LICENSEE's employees having a strict need to know and shall advise such employees of their obligation of confidentiality as provided herein. LICENSEE shall require each such employee to retain in confidence the Confidential Information pursuant to a written non-disclosure agreement between LICENSEE and such employee. LICENSEE shall use its best efforts to ensure that its employees working with or otherwise having access to Confidential Information shall not disclose or make any unauthorized use of the Confidential Information.

No Disclosure to Independent Contractors. LICENSEE shall not disclose the Confidential Information to any Independent Contractor without the prior written consent of HPK. Any Independent Contractor seeking access to Confidential Information shall be required to enter into a written non-disclosure agreement with HPK prior to receiving any access to or disclosure of the Confidential Information from either LICENSEE or HPK.

#### **4. REPRESENTATIONS AND WARRANTIES**

LICENSEE's Representations and Warranties. LICENSEE represents and warrants that: (a) LICENSEE shall distribute only pre-packaged installers of the DCAM-API Drivers to its customer. (b) LICENSEE shall not distribute any other documents or electronic data to its customer. (c) LICENSEE shall not modify any software developed by HPK.

#### **5. TERM AND TERMINATION**

5.1. Term. This Agreement shall commence on the Effective Date and shall be terminated as provided for herein.

5.2. Default or Breach. In the event that LICENSEE is in default or commits a breach of this Agreement, which is not cured within thirty (30) days after Notice thereof, then this Agreement shall automatically terminate on the date specified in such Notice.

#### **6. GENERAL PROVISIONS**

6.1. Export Control. LICENSEE agrees to comply with all applicable export laws and regulations of any country with jurisdiction over the Licensed Products and/or either party.

6.2. Integration. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and understandings are merged into, extinguished by and completely expressed by this Agreement. Any amendment to this Agreement shall be in writing, signed by both parties.

6.3. Survival. In addition to those rights specified elsewhere in this Agreement, the rights and obligations set forth in Sections 3, shall survive any expiration or termination of this Agreement to the degree necessary to permit their complete fulfillment of discharge.