FLIR LEPTON SDK LICENSE AGREEMENT

NOTICE: CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT BEFORE CLICKING "I ACCEPT THE TERMS IN THIS AGREEMENT" BELOW. CLICKING "I ACCEPT THE TERMS IN THIS AGREEMENT" INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT CLICK "I ACCEPT THE TERMS IN THIS AGREEMENT" AND DO NOT DOWNLOAD AND/OR INSTALL THE LEPTON SDK.

FLIR Systems, Inc. ("***FLIR***") has developed a certain thermal imaging device known as the Lepton, for use in connection with a variety of products and applications. FLIR has developed a licensing program ("***Licensing Program***") whereby FLIR makes available to software developers certain software development tools, application programming interfaces, sample code, and documentation (the "***Lepton SDK***," as further defined below) for purposes of enabling such developers to develop applications and/or products for use with the Device, which the developers may then market and sell.

THIS SDK LICENSE AGREEMENT ("***Agreement***") is a legal agreement between you ("***Developer***," "***you***" or "***your***") and FLIR, and governs your use of the LEPTON SDK (defined below). The terms of this Agreement also apply to any updates, supplements, and/or support services (if any) for the LEPTON SDK, unless other terms accompany those items.

1.   **CONSIDERATION.** The LEPTON SDK is made available in connection with FLIR's Licensing Program for use by Developer in developing applications, interface protocols, and software related to Lepton and Lepton based product integration ("Products"). Developer desires to use the LEPTON SDK, but only subject to and in strict accordance with the terms and conditions of this Agreement. The parties agree that the foregoing constitutes sufficient consideration to support the parties' respective rights, obligations, and responsibilities under this Agreement.

2.   **DEFINITIONS.** In addition to any other defined terms set forth herein, the following capitalized terms will have the meanings set forth below.

2.1   "***Affiliate(s)***" means an individual, corporation or other entity which directly (or indirectly through one or more intermediaries) controls at least twenty-five percent (25%) of the outstanding voting shares or securities, is controlled by, or is under common control with the subject party.

2.2   "***Confidential Information***" has the meaning as set forth in Section 9.1 herein.

2.3   "***FLIR APIs***" means those application programming interfaces to which Developer has been granted permission to call and use pursuant to this Agreement.

2.4   "***Intellectual Property Right(s)***" means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; and (v) other proprietary rights in intellectual property of every kind and nature.

2.5   "***LEPTON SDK***" includes, but is not limited to commands, code, software, FLIR APIs and executable and non-executable files that facilitate the interface with or control of the Device, including all associated content and documentation (regardless of form) that supports the use or integration of the Device.

2.6   "*Standard Releases*" shall mean releases of the LEPTON SDK which may contain updates, enhancements and/or improvements authorized and made available only by FLIR from time to time in FLIR's sole discretion.

2.7   "*Term*" has the meaning as set forth in Section 15.1 herein.

3.   **LICENSE.**

3.1   **License Grants.** FLIR hereby grants to Developer, during the Term of this Agreement and subject to the terms and conditions set forth herein, a personal, revocable, limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to: (i) install and/or use the FLIR LEPTON SDK for Developer's internal use solely in the manner described in the FLIR Documentation and for the sole purpose of developing, testing, and distributing Products that include the Lepton (collectively, the "*License*").

3.2   **License Restrictions.** Developer agrees that the License granted in Section 3.1 above, in addition to any other limitations set forth in this Agreement, is subject to the following limitations:

        (i)   Developer's right to use the LEPTON SDK is for purposes of developing, implementing and using the Lepton only. Developer shall not use the LEPTON SDK for any other purpose, nor may Developer use the LEPTON SDK in connection with any other software application or product other than in connection with its Lepton products and Apps.

        (ii)   Developer may not copy the FLIR Software or any portion thereof except as permitted herein; provided that, Developer may make a single unmodified copy of the FLIR Software for back-up and/or archival purposes. Developer shall not alter, obscure or remove any copyright notices or any other ownership or proprietary rights notices placed on or contained in the LEPTON SDK, or any part thereof.

        (iii)   Any source code ("*Source Code*") included as part of the LEPTON SDK is licensed to Developer for Developer's internal use and for demonstrative purposes only as a template and/or example of proper use and not for resale and/or further distribution or licensing. Notwithstanding the preceding sentence, Developer may sell or otherwise dispose of Products containing such Source Code or a derivative thereof, in binary form only, provided that, any Products containing such Source Code must contain significant additional functionality or features other than those provided by the Source Code.

        (iv)   The LEPTON SDK is licensed and not sold. All rights not expressly granted to Developer under the License are reserved by FLIR, and Developer shall not take or permit any third party to take any action with respect to the LEPTON SDK that is not expressly authorized under this Agreement. Developer further acknowledges that the LEPTON SDK contains valuable Intellectual Property Rights of FLIR and/or its licensors, and Developer agrees not to, either directly or indirectly, reverse engineer, translate, modify, tamper with, alter, disassemble, take apart, decompile, create derivatives of, or otherwise attempt to derive the source code of the LEPTON SDK, whether in whole or in part, or otherwise attempt to determine in any way how the LEPTON SDK functions or works, other than as expressly authorized in this Agreement.

        (v)   Developer shall not rent, lease, transfer, sublicense, sell, assign, timeshare or pledge the LEPTON SDK, or any portion thereof, to any third party whether on a temporary or permanent basis, or allow any third party to access or use the LEPTON SDK for any purpose, without the prior written approval of FLIR. In particular, the LEPTON SDK remains the property of FLIR, returnable upon the expiration or termination of this Agreement or upon FLIR's earlier written request.

(vi)   Developer may permit third party contractors acting on its behalf and under its supervision to use the LEPTON SDK for the purposes authorized hereunder; however, Developer shall remain responsible for all acts and omissions of its contractor(s), including without limitation, any unauthorized use of the LEPTON SDK by any such contractor. A breach by Developer's contractor of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by Developer.

(vii)   Developer shall not use, combine, incorporate, or otherwise link or distribute the LEPTON SDK, or any part thereof, whether in connection with a product or otherwise, with any Open Source Code licensed under any terms that: (a) impose or could impose a requirement or condition that the LEPTON SDK, or any part thereof: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge; or (b) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of FLIR, its licensors, successors, and assigns, to use or distribute the LEPTON SDK, or any part thereof. For purposes of this Agreement, "***Open Source Code***" means any software code that is distributed as "free software" or "open source software" or that is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software.

4.   **USE OF THE LEPTON SDK.** Developer acknowledges and agrees that Developer shall be responsible for all use of the LEPTON SDK by Developer hereunder. In particular:

4.1   Developer shall use the LEPTON SDK only as authorized in this Agreement and as described in the FLIR Documentation.

4.2   All use of the LEPTON SDK by Developer hereunder shall strictly comply with all applicable laws and regulations, and all products developed by Developer hereunder and the intended use for such products shall strictly comply with all applicable laws and regulations.

4.3   Developer shall not undertake, develop or distribute any products or otherwise make any other product, service or other content available through its products the use of which, either standing alone or in conjunction with any other software, systems, networks or data, contain functionality that could be used for inappropriate or improper purposes or for the purpose of interfering with the proper operation of, degrading, causing damage to, or otherwise adversely affecting the operation of any FLIR or third party software, hardware, services, systems, networks, or data.

4.4   Developer shall not use the LEPTON SDK to develop any products or otherwise make any products, services or content available through its products which are intended to be used to commit or the predominant use for which is to commit a crime or other illegal or tortious acts. Developer's Products and any services or content made available through such products shall not contain or link to any content or perform any function that is illegal or tortious, including without limitation, libel or defamation, obscenity, breach or violation of privacy, or infringement or misappropriation of any Intellectual Property Rights or other proprietary rights of any third party.

4.5   Developer's products and any products, services or content made available through such products shall not contain any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, code, or program that is likely to or is intended to: (a) have an adverse impact on the performance of; (b) disable, corrupt, or cause damage to; or (c) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purpose, any software, hardware, network, services, systems or data (collectively, "***Malware***"). Developer shall inform FLIR of any Malware affecting its Products of which Developer becomes aware.

5.   **USE OF THE FLIR APIs.**

5.1   **Approval by FLIR.** Developer acknowledges and agrees that the use of certain FLIR APIs included as part of the Lepton SDK may require the pre-approval and/or pre-authorization of FLIR as set forth in the FLIR Documentation. For those identified APIs Developer shall seek such approval in writing and shall provide information concerning its request as reasonably requested by FLIR. FLIR reserves the right to refuse to approve certain uses of the FLIR APIs and/or withdraw such approval, at any time in its sole and absolute discretion.

5.2   **Availability.** FLIR shall host the FLIR APIs on its computer servers and shall use reasonable commercial efforts to ensure the availability of the FLIR APIs on an uninterrupted basis. However, FLIR does not guarantee that the availability of the FLIR APIs will be uninterrupted or that the operation of the FLIR APIs will be error-free, and Developer acknowledges and agrees that the FLIR APIs may at times be unavailable as a result of, among other things, maintenance, changes, or outages. FLIR shall have no liability to Developer or any of its end users with respect to the unavailability of any FLIR APIs.

5.3   **Changes to FLIR APIs.** FLIR may change or modify the FLIR APIs at any time in its sole discretion. FLIR shall, to the extent practicable under the circumstances, provide Developer reasonable advance notice of any changes or modifications to the FLIR APIs.

6.   **COMPENSATION; EXPENSES.** The License is granted on a royalty-free basis without payment of any kind to FLIR. However, Developer acknowledges and agrees that Developer shall be solely responsible for all costs and expenses incurred by it in connection with Developer's development, licensing and/or distribution of any Products hereunder.

7.   **RECORDS; AUDIT.** Developer shall maintain, during the Term and for a period of five (5) years following the termination or expiration of this Agreement, a complete, clear, and accurate record of Developer's compliance with the terms and conditions of this Agreement, including without limitation, Developer's use of the LEPTON SDK hereunder. FLIR shall have the right to have an inspection and audit of all the relevant records of Developer conducted by a representative of FLIR for the purpose of verifying Developer's compliance with the terms of this Agreement. If such audit should disclose any material non-compliance with the terms of this Agreement, Developer shall bear the cost of such audit.

8.   **CONFIDENTIAL INFORMATION.**

8.1   **Confidential Information Defined.**

        (i)   For purposes of this Agreement, "*__Confidential Information__*" means: (a) all nonpublic or proprietary business, commercial and technical information of FLIR, whether in written or verbal form; (b) all information designated (whether marked or unmarked) by FLIR as confidential or proprietary; and (c) all other information provided to FLIR by third parties which FLIR is obligated to keep confidential. Without limiting the generality of the foregoing, FLIR's Confidential Information includes, but is not limited to, the FLIR Software, the FLIR Documentation, and all other non-public elements of the LEPTON SDK and other non-public information regarding its use and functionality.

        (ii)   Confidential Information does not include information that Developer can document to FLIR's reasonable satisfaction: (a) was generally known to the public at the time of disclosure by FLIR; (b) became generally known to the public other than through a breach of this Agreement by Developer after the time of disclosure to Developer by FLIR; (c) was in Developer's possession, free of any obligation of confidentiality at the time of disclosure to Developer by FLIR; (d) was rightfully received by Developer from a third party, free of any obligation of confidentiality after disclosure by FLIR to

Developer; or (e) was independently developed by Developer without reference to, or use of, Confidential Information disclosed by FLIR or by otherwise breaching any provision of this Agreement.

8.2   **Use and Disclosure of Confidential Information.**

(i)   Absent the prior written consent of FLIR (which it may or may not give in its discretion), Developer agrees that during the Term and for a period of seven (7) years from the termination or expiration of this Agreement, Developer: (a) will not use FLIR's Confidential Information for any purpose other than in connection with the License; (b) will not disclose, give access to, or otherwise distribute any of FLIR's Confidential Information to any third party, including, but not limited to, any of Developer's Affiliates; and (c) except as otherwise expressly permitted by a provision in this Agreement, will not copy or otherwise reproduce any of FLIR's Confidential Information. Developer will take reasonable security precautions (at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to keep FLIR's Confidential Information confidential.

(ii)   Developer will restrict the possession, knowledge and use of any of FLIR's Confidential Information only to those of Developer's employees who have a bona fide "need to know" the specific Confidential Information and only in connection with the License. Developer will ensure that it has executed and maintains appropriate written agreements with its employees sufficient to restrict such employees' use, disclosure, and distribution of the Confidential Information consistent with Developer's obligations under this Agreement. Developer will ensure that its officers, directors, employees, contractors, agents and affiliates comply with this Agreement and their respective nondisclosure agreements, and Developer agrees to be responsible for any improper use or disclosure of Confidential Information by any such individual or entity. Developer will notify FLIR immediately upon: (a) discovery of any unauthorized use or disclosure of any Confidential Information; or (b) any breach of this Section 9 by Developer, and in either event, Developer will cooperate with FLIR in every reasonable way, at Developer's expense to help FLIR regain possession of such Confidential Information and prevent further unauthorized use or disclosure. At FLIR's request, at any time and from time to time, Developer will: (1) promptly return all originals, copies, reproductions and summaries of FLIR's Confidential Information; or (2) at FLIR's option and request, destroy the same and provide written certification by an officer of destruction to FLIR.

(iii)   Developer may reasonably disclose Confidential Information only as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law; provided, however, Developer must: (a) give FLIR reasonable written notice to allow FLIR to seek a protective order or other appropriate remedy (except to the extent Developer's compliance with the foregoing would cause it to violate a court order or other legal requirement); (b) disclose only such portion of Confidential Information as is required by the governmental entity or otherwise required by law, and protect the remainder of the Confidential Information; and (c) at FLIR's request and expense, use commercially reasonable efforts to obtain confidential treatment (e.g., by protective order or equivalent) for any Confidential Information so disclosed.

9.   **UPDATES AND SUPPORT.** FLIR is under no obligation to support the LEPTON SDK or to otherwise provide Developer any Standard Releases for the LEPTON SDK. However, if FLIR does provide Developer with any such Standard Releases, such Standard Releases shall be subject to the terms and conditions of this Agreement, including without limitation, the License, or such other agreement, which accompanies such Standard Release. In the event FLIR does provide Developer a Standard Release, Developer shall promptly accept and implement such Standard Release within five (5) days of its release by FLIR.

10.   **INTELLECTUAL PROPERTY OWNERSHIP; RESERVATION OF RIGHTS.** Developer acknowledges and agrees that all right, title and interest in the LEPTON SDK, FLIR Trademarks, and the Confidential Information is and shall remain the sole and exclusive property of FLIR. Subject to any limited license rights expressly granted to Developer hereunder, FLIR retains and reserves all rights, title and interest (including all Intellectual Property Rights) in and to the LEPTON SDK, and any Confidential Information. Developer acknowledges and agrees that by granting the license rights granted to Developer hereunder, FLIR does not in any way grant any interest to Developer in any Intellectual Property Rights in or arising out of (now or in the future) the LEPTON SDK, the Logo, trademarks or any Confidential Information. The License granted herein provides a limited license for the LEPTON SDK only. Developer acknowledges and agrees that it may need licenses from third parties to fully use and/or commercialize the LEPTON SDK, and further agrees that FLIR has no obligation to provide notice of or acquire such licenses on Developer's behalf.

11.   **FEEDBACK.** During the Term of this Agreement, Developer shall promptly report to FLIR all bugs, malfunctions or other defects discovered by Developer in connection with its use of the Lepton SDK, and Developer may further provide suggestions, comments or other feedback to FLIR based on such use of the Lepton SDK. All information regarding any bugs, malfunctions or defects and all such suggestions, comments or other feedback provided by Developer hereunder are herein referred to as "***Feedback***." Developer acknowledges and agrees that FLIR shall be the sole and exclusive owner of all right, title and interest in the Feedback, including without limitation, all trade secrets, know-how, patents, copyrights or other Intellectual Property Rights embodied in the Feedback. Developer intends that the Feedback, including any part thereof, be deemed "works made for hire" of which FLIR shall be deemed the author. If for any reason any such Feedback is not deemed "works made for hire" or if for any reason ownership of the Feedback, including without limitation, all Intellectual Property Rights associated therewith, is not otherwise fully vested in FLIR as a result of such designation, Developer hereby irrevocably assigns to FLIR all of Developer's right, title, and interest in and to any and all of such Feedback, whether arising from copyright, patent, trademark, trade secret, or any other intellectual property law or doctrine.   If any right (including, without limitation, any moral right) in such Feedback cannot be assigned, Developer hereby waives enforcement anywhere in the world of such right against FLIR and exclusively and perpetually licenses such right to FLIR, its licensees, successors and assigns.

12.   **EXPORT RESTRICTIONS; U.S. GOVERNMENT RIGHTS.**

12.1   **Export Restrictions.** Developer acknowledges and agrees that the LEPTON SDK may be subject to governmental export, import and/or use controls. Developer shall not export, re-export, import, use or transfer the LEPTON SDK except in compliance with the laws and regulations of the countries and/or territories from which the LEPTON SDK is being exported or to which the LEPTON SDK is being imported. At a minimum, the LEPTON SDK shall not be exported to: (i) any country subject to U.N. Security Council embargo or action; (ii) to countries subject to U.S. economic sanctions and embargoes; or (iii) to persons or entities prohibited from receiving U.S. exports or items originating from the U.S.

12.2   **Government Rights.** The LEPTON SDK constitutes "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and/or "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1, 227.7202-3, and 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are, to the extent applicable, being licensed to U.S. Government end users, if any: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions set forth in this Agreement. This clause, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, is in lieu of, and supersedes, any other Federal Acquisition Regulation ("***FAR***"), Defense Federal Acquisition Regulation Supplement ("***DFARS***") or other clause or provision that

addresses U.S. Government rights in computer software, technical data or computer software documentation.

13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.**

13.1 **Developer's Representations and Warranties.** Developer represents, warrants and covenants to FLIR that: (i) it is a duly organized business entity validly existing under the laws of its respective jurisdiction of organization; (ii) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement; (iii) this Agreement is a legal, valid, and binding obligation, enforceable in accordance with its terms; (iv) Developer's entering into this Agreement and the performance by Developer of its obligations under this Agreement will not: (a) breach any agreement with any third party, or give any person the right to accelerate any obligation; (b) violate any law, judgment, or order; or (c) require the consent, authorization, or approval of any person, including without limitation any governmental body; and (v) Developer's use of the LEPTON SDK and the Logo shall strictly comply with all applicable laws and regulations and the terms and conditions of this Agreement, including without limitation, the terms and conditions of Section 3.2 and Section 4 above.

13.2 **Disclaimer.** FLIR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LEPTON SDK AND DEVELOPER ACKNOWLEDGES AND AGREES THAT THE SAME IS BEING PROVIDED HEREUNDER "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE FOREGOING PROVISIONS ARE IN LIEU OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NON-INFRINGEMENT), AND ALL SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. FLIR SHALL HAVE NO LIABILITY, WHETHER TO DEVELOPER OR TO DEVELOPER'S END USERS, ARISING OUT OF DEVELOPER'S USE OF THE LEPTON SDK, THE CONFIDENTIALITY INFORMATION, , AND/OR DEVELOPER'S PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE.

13.3 **Limitation of Liability.** IN NO EVENT SHALL FLIR OR ITS LICENSORS BE LIABLE TO DEVELOPER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT DOWNTIME, EVEN IF FLIR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH ANY SUCH DAMAGES ARE SOUGHT. IN THE EVENT THAT ANY LIABILITY IS IMPOSED ON FLIR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY FLIR BY REASON THEREOF SHALL NOT EXCEED THE TOTAL AMOUNT OF $50 USD. Developer acknowledges that the foregoing limitations are an essential element of the Agreement between the parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

14. **INDEMNITY.**

14.1 Developer hereby agrees to defend, indemnify and hold harmless FLIR and its successors, Affiliates, and assigns, and their respective current and former officers, directors, members, stockholders, licensors, agents, employees, and attorneys (the "***Indemnified Parties***") for, from, and against any and all Indemnified Claims. "***Indemnified Claims***" means any and all actions, allegations, causes of action, suits, proceedings, claims, demands, judgments, settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation FLIR's reasonable attorneys' fees and costs and those

necessary to interpret or enforce this Section 14.1) arising out of or relating to: (i) any breach by Developer of any provision of this Agreement, including without limitation, any representations, warranties or covenants set forth herein; (ii) any misrepresentation, fraud, misconduct, or violation of applicable laws and regulations arising out of Developer's or its representatives or agents' acts or omissions relating to this Agreement and/or Developer' use of the LEPTON SDK; (iii) any negligent act or omission of Developer or its representatives or agents relating to this Agreement and/or Developer's use of the LEPTON SDK; (iv) any License Agreement between Developer and its End Users, including without limitation, any breach or violation by Developer thereof; (v) any tortious acts or other injury or damage to persons or property (including death) arising from or related to: (a) the misuse or unauthorized use of the Logo (or any other FLIR trademarks, service marks, designs or logos) or the LEPTON SDK, or any portion thereof, include without limitation, any use of the LEPTON SDK in violation of Section 4 and/or Section 3.2 above; or (b) any Products, or any products, service or content made available through such Products; or (vi) the infringement, violation or misappropriation (including any allegations thereof) of any Intellectual Property Rights, including without limitation, any patent, design, industrial design, copyright, trade secret or trademark or other third party proprietary right of any kind to the extent based on: (a) the Products or the use thereof, or the combination of the Products with any other hardware, software, system, or service; (b) any product, service or content made available, or required to be made available through the Products; or (c) Developer's combination of the LEPTON SDK or any portion thereof with any hardware, software, system, or service. Developer will defend the Indemnified Parties from any and all Indemnified Claims, will pay all reasonable attorneys' and expert witness fees and costs relating to such defense, and will, except as otherwise set forth in this Section 14, take all actions and conduct all proceedings in connection with such defense as required to settle or defend such Indemnified Claims, including without limitation the employment of counsel reasonably satisfactory to FLIR.

14.2   FLIR will provide Developer with notice of any Indemnified Claims. At Developer's expense, FLIR will provide reasonable cooperation to Developer in connection with the defense or settlement of any such Indemnified Claims. Developer may not settle any Indemnified Claims on FLIR's behalf without first obtaining FLIR's written permission. Developer will make any payments required of it under this Section 14 on FLIR's demand. Following FLIR's request, Developer will not disclose such settlement and its terms to any third party, directly or indirectly, without FLIR's prior, written permission or an order from a court of competent jurisdiction. Notwithstanding this Section 14, FLIR will have the right to immediately assume sole responsibility and control over the defense of any such Indemnified Claims and Developer acknowledges and agrees that FLIR's exercise of such responsibility and control shall not relieve Developer of its indemnity obligations set forth in this Section 14.

15.   TERM AND TERMINATION.

15.1   **Term.** This Agreement shall commence as of the date Developer clicks "I ACCEPT THE TERMS OF THIS LICENSE" below (the "***Effective Date***") and shall continue for a period of one (1) year unless earlier terminated in accordance with Section 15.2 below. Thereafter, this Agreement, unless earlier terminated in accordance with Section 15.2, shall automatically renew for successive (1) year periods unless either party provides written notice of its intent not to renew this Agreement at least fifteen (15) calendar days prior to the beginning of the upcoming renewal term. The initial term of this Agreement and any renewal term(s) shall collectively be referred to as the "***Term***."

15.2   **Termination.**

(i)   This Agreement may be terminated by FLIR: (a) upon the breach by Developer of any provisions of Section 3.2 (License Restrictions), Section 4 (Use of the LEPTON SDK), Section 6.3 ("Trademarks"), or Section 9 (Confidential Information), if such breach is not cured to FLIR's satisfaction within one (1) day after the date FLIR provides notice thereof to Developer; or (b) upon the

breach by Developer of any other term, provision, covenant, representation or warranty set forth in this Agreement if the breach remains uncured for a period of thirty (30) calendar days after the date FLIR provides notice thereof to Developer.

(ii)   This Agreement may be terminated by Developer upon the breach by FLIR of any term, provision, covenant, representation or warranty set forth in this Agreement if the breach remains uncured for a period of sixty (60) calendar days after the date Developer provides written notice thereof to FLIR.

(iii)   Upon the termination, expiration or cancellation of this Agreement, regardless of the cause (including, without limitation, termination by Developer), all rights granted to Developer hereunder, including without limitation the License, shall immediately and automatically cease and Developer shall: (a) cease all use of and/or access to the LEPTON SDK; (b) return to FLIR or destroy, at FLIR's option and at Developer's expense, the LEPTON SDK; (c) remove the App from iTunes and/or the App Store; (d) terminate any then current License Agreements for the App with its End Users; and (e) certify in writing to FLIR that Developer has taken the actions required in this Section 15.2(iii). Developer shall have no right to use, license, and/or distribute any Products following the termination and/or expiration of this Agreement.

(iv)   All provisions of this Agreement that by their terms, nature or context are intended by the parties to survive the termination, expiration or cancellation of this Agreement shall do so.

16.   **GENERAL PROVISIONS.**

16.1   **Entire Agreement.** This Agreement represents the entire understanding of the parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto. No modification, alteration, wavier, or change in any of the terms of this Agreement shall be valid or binding upon the parties unless made in writing and executed by each of the parties.

16.2   **Assignment of Agreement.** Neither this Agreement nor any interest herein is assignable by Developer without the prior written consent of FLIR. Any attempted assignment or transfer by Developer without the prior written consent of FLIR shall be null and void, and at FLIR's option, forthwith terminate and cancel this Agreement.

16.3   **Relationship of Parties.** Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the parties hereto. It is understood and agreed that Developer is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of FLIR for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to Developer any right or authority to assume or to create any obligation or responsibility for, on behalf of, or in the name of FLIR, or to bind FLIR in any way or manner whatsoever.

16.4   **Governing Law.** This Agreement shall be controlled by and construed under the laws of the State of Oregon, USA (excluding its conflicts of laws principles) and not under the United Nations Convention on Contracts for the International Sales of Goods. Any dispute arising under this Agreement shall be litigated in a state or federal court located in Multnomah County, Oregon, USA. The parties hereby expressly agree to the personal jurisdiction of such courts over them and waive any claim that such forum is an inconvenient forum.

16.5   **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid overnight courier, sent by certified or

registered mail, or sent by email or by facsimile transmission. If sent by Developer to FLIR, such notices or other communications shall be sent to the address set forth below or to such other address as is subsequently specified by FLIR in writing:

> FLIR Systems Inc.
> Attention: General Counsel
> 27700 SW Parkway Ave
> Wilsonville, Oregon 97070
> 503-498-3229

If such notices or other communications are sent by FLIR to Developer, such notices or other communications shall be sent to the address provided by Developer at the time Developer signs up to participate in the Licensing Program or to such other address as is subsequently specified by Developer in writing. Any such communication shall be deemed to have been given when delivered if personally delivered, on the business day after dispatch if sent by overnight courier, on the fourth (4th) business day following the date of certified or registered mailing if sent by certified or registered mail; or on the date of sending or transmission if sent by email or by facsimile transmission.

16.6   **Remedies.** The parties acknowledge and agree that a breach of this Agreement by the other party will result in immediate, irreparable and continuing damage to the non-breaching party for which there will be no adequate remedy at law; and agree that in the event of any such breach or violation or any threatened or intended breach or violation of this Agreement, the non-breaching party, its successors and assigns, will be entitled to temporary, preliminary and permanent injunctive relief and/or restraining orders enjoining and restraining such breach or violation or such threatened or intended breach or violation and/or other equitable relief (without needing to post any bond or other security) in addition to such other and further relief as provided for at law and in equity.

16.7   **No Third-Party Beneficiaries.** The parties do not intend to confer any right on any third party.

16.8   **Severability**. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16.9   **Attorneys' Fees.** If any arbitration, action, suit or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

16.10   **Waiver.** The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right.