

SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THE LICENSED MATERIALS. BY USING THE LICENSED MATERIALS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

This Software License Agreement (“Agreement” hereinafter) is lawfully made between Photron Limited (“Photron” hereinafter) and the customer (“User” hereinafter) regarding the software package that is an integral part of the Photron-made high-speed camera system (“High-Speed Camera Product” hereinafter) to which this Agreement is attached.

In this Agreement, the “Software” means the computer software, the Software Development Kit (“SDK” hereinafter) and the media containing such Software, and all related documentation (manuals in printed and/or electronic forms) - all included in the software package. Only if and when the User has agreed to the terms and conditions provided in this Agreement, the User may install in PC, use and make copies of the Software within the scope allowed by this Agreement.

As soon as the User has installed in PC, started using and made copies of the Software, the User is deemed to have agreed to this Agreement.

Article 1. Intellectual Property Rights

The User acknowledges that all the intellectual property rights in the Software, being protected by copyright laws and relevant laws of Japan and other countries, are and will remain the sole property of Photron and/or its original licensors (“Licensors” hereinafter). It is fully understood that Licensors have lawfully granted Photron all relevant rights necessary for it to grant its customers license to use such Software within the scope as described in this Agreement. It is expressly noted that the User is NOT granted any rights other than those expressly granted under this Agreement.

Article 2. Scope of License

- 1) The User of the High-Speed Camera Products may use the Software by installing it in as many PC’s and/or devices as necessary to operate such High-Speed Camera Products that the User has purchased, and to review and analyze recorded images.
- 2) The User may re-distribute the SDK only, exactly in its original form as is provided by Photron, without any part of its file or data being changed or modified. The User may do so only by means of incorporating the SDK in the User’s application, while the User must fully comply with the relevant provisions in this Agreement.

Article 3. Restrictions on Use

- 1) Except for the scope of license specified in Article 2 above, the User is prohibited:

- (a) To make copies of the Software and related documents,
 - (b) To change, alter, modify, decompile, de-assemble or reverse-engineer in whole or in part of the Software or to allow any third party to do so.
 - (c) To allow or to license any third party to use, sell, distribute, lend or transfer in whole or in part of the Software or its copies.
 - (d) To use the Software in any other manner than those specified in this Agreement.
- 2) Even when the User may re-distribute the SDK under the relevant provisions in Article 2, the User must obtain from Photron its advance written approval on the User's re-distributing the SDK, and must use the trademarks that belong to Photron.

Article 4. Disclaimer

- 1) Photron and Licensors represent that they do NOT warrant the following to the User:
- (a) That the Software is flawless, bug-free or operates without interruption. Photron may offer from time to time, however, updated or revised Software, in whole or in part, to correct any errors or bugs found in it. Photron will decide, at its own discretion, on the manner of offering such updates or revisions.
 - (b) That the Software does not infringe on rights of third parties.
- 2) In NO event, Photron or Licensors will assume responsibility for any damage caused on the User or any third party through the use by the User of this license granted under this Agreement.

Article 5. Term; Termination

- 1) This Agreement will become effective as soon as the User agrees to it.
- 2) This Agreement terminates itself immediately when the User violates any of the provisions, and the granted license as described in Article 2 is revoked. Upon termination, the User must stop using the Software and its related documents, including their copies, and destroy all of them entirely.

Article 6. General Provisions

- 1) This Agreement is governed by and construed under Japanese laws.
- 2) When the User wishes to use this Software outside Japan, the User must comply with any and all laws and governmental regulations regarding export of the Software and related items. Photron will NOT warrant, or assume responsibility for, anything regarding the use of the Software by the User outside Japan.
- 3) This Agreement is not intended to decrease the benefit of the User to be granted under the Consumer-Protection Statute including the Consumer Contract Act.
- 4) If any part of this Agreement is determined unenforceable under relevant laws, the remaining part of it shall continue in full force and effect.
- 5) If there is any matter that is not specifically provided in this Agreement or any question regarding the construction of any provision has arisen, the User and Photron shall discuss such an issue in good faith.

