

EPILOG PRODUCTS LICENSE AGREEMENT

This License Agreement (or "Agreement") is a legal agreement between you (either an individual or entity) and Epilog Imaging Systems, Inc. ("EPILOG"). The "Licensed Materials" subject to this Agreement include product engineering samples and "Licensed Software" including open source and binary software and firmware, schematics, and documentation provided by EPILOG.

License

Subject to the terms of this Agreement, EPILOG hereby grants to you a limited, non-exclusive license to use the Licensed Material for evaluation, development and system integration purposes. Licensed Software are specifically designed and licensed for execution solely and exclusively on or in conjunction with products manufactured by or for EPILOG. You may also use Licensed Software to generate custom applications that execute solely and exclusively on or in conjunction with products manufactured by or for EPILOG. Unless specifically authorized, the use of any software applications generated using the Licensed Software on products manufactured by other than by or for EPILOG is a material breach of this Agreement. It is also a material breach of this license to use the Licensed Materials to assist in the design, development of equipment that are functionally equivalent to, an EPILOG product.

The Licensed Materials are protected by patents, copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws and treaties. The Licensed Software are licensed, not sold to you, and can only be used in accordance with the terms of this Agreement. EPILOG retains title and ownership of the Licensed Software, patents, trademarks, trade secrets and other intellectual property included in EPILOG products.

Under no circumstances, you are permitted to unlock, decompile, reverse engineer, disassemble or otherwise translate any hardware or software binaries included in the Licensed Software. You also agree that you will use your best efforts to prevent your employees and contractors from unlocking, decompiling, reverse engineering, disassembling, modifying or translating the Licensed Software. In no event may you alter, remove or destroy any copyright notice included in the Licensed Software.

Any Licensed Software labeled as upgrades, updates, or that otherwise replaces or supplements a previously Licensed Software may only be used in accordance with the terms of this Agreement and only to generate applications for use with product manufactured by or for EPILOG. Notwithstanding the foregoing, nothing in the Agreement will be construed as an obligation for EPILOG to maintain or support the Licensed Software or to provide upgrades, updates or plug-ins to the Licensed Materials.

Third Party Software

The Licensed Materials may also include software or other tools that are designed for use with software programs available from third-party software vendors. EPILOG does not directly support such third party software, and you must have or obtain rights to use such third party software directly from such third party vendor or its authorized representatives. Additionally, use of such information may require a license from a third party under the patents or other intellectual property of the third party, or a license from EPILOG under the patents or other intellectual property of EPILOG.

Warranties and Limitations

EPILOG reserves the right to make corrections, modifications, enhancements, improvements, and other changes to its products and services at any time and to discontinue any product or service without notice. Customers should obtain the latest relevant information before placing orders and should verify that such information is current and complete.

EPILOG warrants the performance of its products to the specifications applicable at the time of sale in accordance with EPILOG's standard warranty. Testing and other quality control techniques are used to the extent EPILOG deems necessary to support this warranty. Except where mandated by government requirements, testing of all parameters of each product is not necessarily performed. EPILOG assumes no liability for applications assistance or customer product design unless explicitly contracted. Customers are responsible for their products and applications using EPILOG components. To minimize the risks associated with customer products and applications, customers should provide adequate design and operating safeguards.

EPILOG does not warrant or represent that any license, either express or implied, is granted under any EPILOG patent right, copyright, or other EPILOG intellectual property right relating to any combination, machine, or process in which EPILOG products or services are used.

EPILOG products must be independently tested and certified by you for use in safety-critical applications where a failure of the EPILOG product would reasonably be expected to cause severe personal injury or death, unless officers of the parties have executed an agreement specifically governing such use. Buyers represent that they have all necessary expertise in the safety and regulatory ramifications of their applications, and acknowledge and agree that they are solely responsible for all legal, regulatory and safety-related requirements concerning their products and any use of EPILOG products in such safety-critical applications, notwithstanding any applications-related information or support that may be provided by EPILOG. Further, Buyers must fully indemnify EPILOG and its representatives against any damages arising out of the use of EPILOG products in such safety-critical applications.

The use of EPILOG products in automotive applications or environments are intended for testing and developmental purposes only unless the specific EPILOG products are

designated by EPILOG as certified compliant with applicable requirements. Buyers acknowledge and agree that, if they use any non-designated products in automotive applications, EPILOG will not be responsible for any failure to meet such requirements.

EPILOG products are not designed nor intended for use in military/aerospace applications or environments unless specifically designated. Buyers acknowledge and agree that any such use of EPILOG products which EPILOG has not designated as military-grade is solely at the Buyer's risk, and that they are solely responsible for compliance with all legal and regulatory requirements in connection with such use.

YOU ACKNOWLEDGE AND AGREE THAT THE EPILOG LICENSED MATERIALS ARE NOT INTENDED FOR PRODUCTION APPLICATIONS AND MAY CONTAIN IRREGULARITIES AND DEFECTS NOT FOUND IN PRODUCTION PARTS AND UNLESS EXPLICITLY CERTIFIED AS SUCH BY EPILOG. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT EPILOG PROVIDED HARDWARE AND SOFTWARE HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. YOU AGREE THAT PRIOR TO USING, INCORPORATING OR DISTRIBUTING THE HARDWARE OR LICENSED MATERIALS IN OR WITH ANY COMMERCIAL PRODUCT THAT YOU WILL THOROUGHLY TEST THE PRODUCT AND THE FUNCTIONALITY IN OR WITH THAT PRODUCT AND BE SOLELY RESPONSIBLE FOR ANY PROBLEMS OR FAILURES.

THE LICENSED MATERIALS ARE PROVIDED "AS IS". EPILOG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS AND LACK OF NEGLIGENCE. EPILOG DISCLAIMS ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO THE LICENSED MATERIALS OR YOUR USE OF THOSE MATERIALS.

IN NO EVENT SHALL EPILOG BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR DAMAGES, HOWEVER CAUSED, ARISING IN ANY WAY OUT OF THIS AGREEMENT, OR YOUR USE OF THE LICENSED MATERIALS, WHETHER OR NOT EPILOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS. IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF

YOUR USE OF THE LICENSED MATERIALS EXCEED FIVE HUNDRED U.S. DOLLARS (U.S. \$500).

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

Export

You hereby acknowledge and agree that unless prior authorization is obtained from the United States Department of Commerce, neither you nor your customers will export, re-export, or release, directly or indirectly, any technology, software, or software source code, received from EPILOG, or export, directly or indirectly, any direct product of such technology, software, or software source code, to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the United States.

Governing Law, Jurisdiction and Severability

This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without reference to that state's conflict-of-laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or related to this Agreement will be brought in, and each party consents to exclusive jurisdiction and venue in, the state and federal courts sitting in Santa Clara County, California. Each party waives all defenses of lack of personal jurisdiction and forum and agrees that process may be served on either party in a manner authorized by applicable law or court rule. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties and the remainder of the Agreement shall continue in full force and effect.

Termination

This license is effective until terminated. Without prejudice to any other rights, EPILOG may terminate your right to use the Licensed Materials and any applications generated using the Licensed Software under this Agreement if you fail to comply with the terms of this Agreement. In such event, you shall destroy all copies of the Licensed Materials, including all portions and derivatives thereof.

Entire agreement

This is the entire Agreement between you and EPILOG and supersedes any prior agreement between the parties related to the subject matter of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of EPILOG.