

## SDK License Agreement

### Article 1. (Definition)

1-1 “OLYMPUS” shall mean Olympus Corporation.

1-2 “LICENSEE” shall mean the person who agrees to this Agreement and complies with all terms of this Agreement.

1-3 “Licensed Software” shall mean offering package (API library, sample application, and document for OLYMPUS AIR A01 ) which is licensed to LICENSEE subject to the terms of this License Agreement. In addition, Licensed Software will be modified or updated at any time by OLYMPUS.

1-4 “Application” shall mean application program(s) that LICENSEE develops by using Licensed Software for OLYMPUS AIR A01.

### Article 2. (Purpose and Conclusion of this Agreement)

This Agreement provides license conditions of Licensed Software for LICENSEE. LICENSEE shall confirm this Agreement prior to download of Licensed Software and agree to this Agreement in accordance with the conditions of download site. The above agreement shall be regarded as consent to this Agreement by LICENSEE. If LICENSEE does not consent to this Agreement, LICENSEE shall not download Licensed Software.

### Article 3. (Grant of License)

3-1 During the term of this Agreement, subject to the terms and conditions of this Agreement, OLYMPUS grants to LICENSEE a non-transferable and non-exclusive right as follows;

(1) To use the Licensed Software

(2) To copy and modify the Licensed Software only for the purpose of developing Application.

(3) To sublicense and distribute Application which is modified or incorporated the Licensed Software to a third party. However, the above distribution of Application shall be granted only by clarifying such Application incorporates “modified” Licensed Software and changing the name or indication of Licensed Software, including without limitation its sample application and/or icon included in Licensed Software, to clarify that there is not any modification by OLYMPUS.

In addition, this Agreement shall not grant a license (or right) to any software

except Licensed Software.

3-2 Licensed Software may contain certain third party software to which certain specific terms for such third party software apply ("Specific Terms"). LICENSEE shall confirm Specific Terms when downloading the Licensed Software and agrees to operate certain third party software in accordance with the terms and provisions of the Specific Terms. If there is a discrepancy, inconsistency or contradiction for certain third party software between Specific Terms and this Agreement, Specific Terms shall prevail with respect to those certain third party software.

#### Article 4. (Restriction to the License)

4-1 LICENSEE shall not distribute the Licensed Software without prior approval by OLYMPUS.

4-2 LICENSEE shall not reverse-engineer, reassemble or decompile the Licensed Software. However, LICENSEE may modify source code of the Licensed Software only for developing Application.

4-3 Except as set forth in this Agreement, LICENSEE shall not have any third party use the Licensed Software, including the sublicense, lent and lease, without the prior consent of OLYMPUS.

#### Article 5. (Intellectual Property Rights)

5-1 LICENSEE acknowledges that the Licensed Software is proprietary to OLYMPUS and that OLYMPUS retains all right, title, and interest in and to the Licensed Software, including without limitation all copyrights and other proprietary rights.

5-2 OLYMPUS acknowledges that the Application is proprietary to LICENSEE and that LICENSEE retains all right, title, and interest in and to the Application, including without limitation all copyrights and other proprietary rights. However, OLYMPUS may desire to obtain a license to use the above LICENSEE's Application right for OLYMPUS and/or designated third party (including without limitation OLYMPUS's affiliate company) by OLYMPUS. LICENSEE shall make reasonable effort to enter into negotiations for such offer of OLYMPUS within the reasonable discretion of LICENSEE.

#### Article 6. (No Warranty)

THE LICENSED SOFTWARE, WITHOUT WARRANTY OF ANY KIND, PROVIDED TO LICENSEE ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE ARE ASSUMED BY

LICENSEE AND ITS END USERS. OLYMPUS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, INCLUDING WITHOUT LIMITATION ATTORNEY FEES, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE.

Article 7. (Indemnification)

LICENSEE shall indemnify, defend, and hold harmless OLYMPUS and its affiliate company from any and all claims, damages, losses, liabilities, costs, and expenses (including without limitation attorney fees) arising out of or in connection with this Agreement.

Article 8. (Term and Termination)

8-1 This Agreement shall be in effect upon downloading the Licensed Software by LICENSEE and shall be automatically extended unless either party shall notify an intention of termination to the other party.

8-2 In the case of a breach of this Agreement by LICENSEE, and/or any LICENSEE's action based on this Agreement may cause any persons or companies to be in violation(including in case of attempted violation based on the reasonable discretion of OLYMPUS) of all applicable laws, regulations and any other orders (including, but not limited to, infringement of intellectual property rights), OLYMPUS may terminate this Agreement, whereupon all rights based on this Agreement granted to LICENSEE herein shall immediately cease.

8-3 From time to time, OLYMPUS may modify the condition of this Agreement to reasonably promulgate its modified contents (including without limitation placing its contents in own Web-site). In the case LICENSEE disagrees with such modification, LICENSEE shall cease to use Licensed Software and notify the disagreement to OLYMPUS prior to the execution of the modification. Using Licensed Software after the execution of such modification, shall be deemed to agree modified Agreement.

Article 9. (Law and Jurisdiction)

9-1 The Agreement shall be governed and construed in accordance with the laws of Japan, without regards to any conflict of laws principles and excluding application of the United Nations Convention for the International Sale of Goods.

9-2 The Tokyo District Court shall have exclusive jurisdiction to hear any dispute

arising out of or in connection with the interpretation and/or performance of this Agreement

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