License Agreement

THIS License Agreement ("Agreement") is entered into upon installing or otherwise using the Software ("Effective Date") by and between Hamamatsu Photonics K.K., a Japanese corporation with offices at 1126-1 Ichino-cho, Chuo-ku, Hamamatsu City, Shizuoka Pref., Japan ("Hamamatsu") and the registered corporate office of the LICENSEE representative installing or otherwise using this DCAM-SDK4 ("SDK"). Hamamatsu and LICENSEE agree, with respect to the SDK, as follows:

1. GRANT OF LICENSE; LICENSEE RESTRICTIONS

1.1. Limited License Grant. Hamamatsu grants to LICENSEE a free of charge, nonexclusive, nontransferable, non-sublicensable, revocable, limited license to use the SDKs and associated intellectual property rights to design and develop software to be used with Hamamatsu's camera products which are specified in a separate list ("Licensed Products"), subject to the terms and conditions of this Agreement. Except as permitted under a prior separate written authorization from Hamamatsu, LICENSEE shall not use the SDK and associated intellectual property rights ("SDKs") for any other purpose. All such development, advertising and marketing of Licensed Products shall be at the sole expense of the LICENSEE. SDKs are licensed for end use only. To avoid any doubt, LICENSEE may distribute the Licensed Products to its customers, subject to terms and conditions of this Agreement, provided however, this Agreement shall not be construed as granting LICENSEE to distribute, sell or otherwise transfer SDKs for commercial purposes.

1.2. LICENSEE Restrictions and Prohibitions. LICENSEE represents and warrants that it will not at any time, directly or indirectly use the SDKs in a way that is not expressly permitted hereunder (including assisting) ,including but not limited to, any and all binary files associated therewith, or Hamamatsu's camera products which are specified in a separate list, including the hardware or software (whether embedded or otherwise), or any security technology.

LICENSEE shall not, directly or indirectly, (a) use the SDKs for any purpose except the design and development of Licensed Product under this Agreement, (b) reproduce the SDKs or create derivatives of the SDKs, except in association with the design and development of Software under this Agreement, (c) sell, lease, assign, lend, sublicense, encumber or otherwise transfer the SDKs, (d) distribute the SDKs in any form, including, but not limited to any source code that was provided for the purpose of facilitating development within the SDKs themselves.

1.3 Right of Hamamatsu. All ownerships, intellectual property rights including copyrights and any other rights to the SDKs shall remain the property of Hamamatsu. Hamamatsu shall not assign and provide the LICENSEE any rights to the SDKs except for expressly granted hereby, and Hamamatsu retain any rights to the SDKs.

Notwithstanding the stipulation in Section 1.2, 1.3 and 1.4, anything developed or derived by LICENSEE because of a study of the performance, design or operation of the SDK 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 Licensed Products under this Agreement. Derivative work of the SDK refers to a device control software with general or similar functionality as provided by the SDK and DCAM-API. DCAM-API is the application programming interface runtimes, for which the SDK is the tools describing how to communicate to DCAM-API programmatically.

1.4 Marking to be applied. Any source code developed by LICENSEE using the SDK which discloses any part of the communication protocol of DCAM-API that is released on the public domain must contain the following commented statement:

"For end use and not for commercial purposes."

2. REPRESENTATIONS AND WARRANTIES

Hamamatsu's Representations and Warranties. Hamamatsu makes no warranties that; the SDKs and Licensed Products are fit or useful for the particular purpose of the LICENSEE; or there are no errors or defects in the SDKs and the Licensed Products; or the Software is complete, useful, or error-free. In addition, Hamamatsu doesn't make any other warranty relating to the SDKs and the Licensed Products. Hamamatsu shall not be liable for direct or indirect cost or damages arising out of or in connection with any use of the SDKs and the Licensed Products in any case. Hamamatsu shall not provide the LICENSEE or end users any maintenance or support to the Licensed Products, and Hamamatsu shall not be liable for troubles or failures arising out of or in connection with any use of the Licensed Products.

3. TERM AND TERMINATION

3.1. Term. This Agreement shall commence on the Effective Date and shall be terminated upon Hamamatsu's election for such termination.

3.2. 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.

3.3. Effect of Termination. In the event of termination or expiration of this Agreement, all of the licenses granted hereunder shall terminate, and all SDKs (including any copies thereof) shall be destroyed immediately and use of SDKs shall be ceased. In addition, SDKs and all copies thereof shall be immediately deleted from all servers, computers, terminals or otherwise, on which it is installed.

4. GENERAL PROVISIONS

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

4.2. Governing Law/Jurisdiction. This Agreement is governed by the laws of Japan, without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. The district courts located in Tokyo, Japan shall have the exclusive jurisdiction in respect of disputes arising in connection with this Agreement.

4.3. Existing Agreement. All prior negotiations, representations, agreements, and understandings negotiated between Hamamatsu and LICENSEE together with this Agreement ,supersede any executed DCAM-SDK4 Software License Agreement and NDA.

4.4. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior negotiations, representations, agreements, and

understandings related to the subject matter are extinguished by and completely expressed by this Agreement.

4.5. Survival. In addition to those rights specified elsewhere in this Agreement, the rights and obligations set forth in Sections 2, shall survive any expiration or termination of this Agreement.

4.6. Revisions. This Agreement may be updated by Hamamatsu from time to time, in which case the latest version shall, in any case, take precedence.

4.7. No Waiver. The failure or delay of either Party of requiring the performance of any obligations of this Agreement by the other Party shall not be deemed to constitute a waiver of any right thereafter to require the performance of such obligations or any other obligations of this Agreement. Any waiver shall be expressly made in writing.