

LEICA MICROSYSTEMS, INC. SOFTWARE POLICY 2018

General Statement of Policy

It is the policy of Leica Microsystems, Inc. to respect all computer software copyrights and to adhere to the terms of all software licenses to which Leica Microsystems, Inc. is a party. The IT Department manages license compliance, and is charged with the responsibility for enforcing these guidelines.

Leica Microsystems, Inc. users may not duplicate any licensed software or related documentation for use either on Leica Microsystems, Inc. premises or elsewhere unless Leica Microsystems, Inc. is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or Leica Microsystems, Inc. to both civil and criminal penalties under the United States Copyright Act.

Users may not give software to any outsiders including clients, contractors, customers, and others. Leica Microsystems, Inc. users may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

Budgeting for Software

Budgets for software acquisitions are generated at the beginning of Leica's financial year as part of the normal budgeting process. When purchasing software for existing computers, such purchases will be charged to the department's budget for information technology or an appropriate budget set aside for tracking software purchases. Major software releases and installations are often budgeted or capitalized as part of IT expenses and are an exception to this rule.

Approval for Purchase of Software

To purchase software, users must obtain the approval of their supervisor and then follow the same procedures Leica Microsystems, Inc. uses for the acquisition of other Leica Microsystems, Inc. assets. All software and computer related purchases are to be reviewed and approved by the IT Department before purchase. This will ensure alignment of local purchases with established global IT standards for Leica Microsystems, Inc.

Acquisition of Software

All software acquired by Leica Microsystems, Inc. must be purchased through the iBuy system. Software may not be purchased through credit cards, petty cash, travel or entertainment budgets. Software acquisition channels are restricted to ensure that Leica Microsystems, Inc. has a complete record of all software that has been purchased for Leica Microsystems, Inc. computers and can register, support, and upgrade such software accordingly.

Registration of Software

Software must be registered in the name of Leica Microsystems, Inc. and job title or department in which it will be used. Due to personnel turnover, software will never be registered in the name of the individual user. The software manager maintains a register of all Leica Microsystems, Inc. software and will keep a library of software licenses. The register must contain: a) the title and publisher of the software; b) the date and source of software acquisition; c) the location of each installation as well as the serial number of the hardware on which each copy of the software is installed; d) the name of the authorized user; e) the existence and location of back-up copies; f) the software product's serial number.

Installation of Software

Either a member of the IT staff or the individual user may perform installation. A copy of the applicable license agreement will be provided to the user if required. Once installed on the hard drive or network, the original diskettes will be kept in 'a safe storage area maintained by the software manager.

Home Computers

Leica Microsystems, Inc. computers are organization-owned assets and must be kept both software legal and virus free. Only software purchased through the procedures outlined above may be used on Leica Microsystems, Inc. machines. Users are not permitted to bring software from home and load it onto Leica Microsystems, Inc. computers.

Penalties and Reprimands

According to the US Copyright Act, illegal reproduction of software is subject to civil damages of as much as US \$100,000 per title infringed, and criminal penalties, including fines of as much as US \$250,000 per title infringed and imprisonment of up to five years. A Leica Microsystems, Inc. user who makes, acquires, or uses unauthorized copies of software will be disciplined as appropriate under the circumstances. Such discipline may include termination of employment. Leica Microsystems, Inc. does not condone the illegal duplication of software and will not tolerate it.

Software Policy for Leica Microsystems, Inc.

I have read Leica Microsystems, Inc.'s anti-piracy statement and agree to abide by it as consideration for my continued employment by Leica Microsystems, Inc. I understand that violation of any above policies may result in my termination.

John Smith

User Name

A handwritten signature in black ink, appearing to read 'John Smith', with a stylized, wavy line for the surname.

User Signature

06/01/2019

Date