❖DATALOGIC™ SOFTWARE ENHANCEMENT AGREEMENT

Customer: Bausch & Lomb

Agreement No. 00052814

1501 Graves Mill Road, Lynchburg, VA 24502

This Software Enhancement Agreement and the exhibits identified below (the "Agreement") govern the development and licensing or sale of software products developed by, and services provided, by Datalogic ADC, Inc., a Delaware company having its principal place of business at 959 Terry Street, Eugene, Oregon 97402 and its Affiliates (collectively "Datalogic"). The software and/or services are provided to the customer identified above ("Customer") (each a "Party", collectively the "Parties").

The Parties hereby agree as follows:

1.0 DEFINITIONS

1.1 "Affiliate(s)" means business entities that are existing or later acquired that (i) control, (ii) are controlled by, or (iii) are under common control with Datalogic SpA, an Italian company.

1.2 "Services" means the development of software or custom support services by Datalogic as further described in a Purchase Order sufficiently describing the work to be performed by Datalogic and referencing the terms and conditions of this Software Enhancement Agreement or as further described in a Statement of Work referencing this Agreement and signed by the Parties.

1.3 "Software" means the software developed by Datalogic based on its internal software.

1.8 "Specifications" means the criteria and requirements agreed upon by the Parties for the Software, including but not limited to, the requirements set forth in any applicable Statement of Work or any other Specifications agreed upon in writing by the Parties. The Specifications are, by this reference, made a part of the Agreement as though completely set forth herein.

2.0 SCOPE AND ORDER PROCEDURE

2.1 Scope. When the Customer wishes to engage Datalogic to perform the Services, Customer shall supply to Datalogic a signed copy of this Agreement and a Purchase Order or a Statement of Work to Datalogic for quotation. The Datalogic quote shall state the amount, either a flat fee or an hourly charge and require the following:
a) A copy of this Agreement signed by Customer;
b) A Purchase Order describing the work to be performed that references this Agreement, and/or a Statement of Work referencing this Agreement, signed by both Parties.

2.2 Order Procedure. Customer shall submit a purchase order ("P.O.") to Datalogic for a product or the amount of the quote received from Datalogic; along with a signed copy of this Agreement; and/or a Statement of Work, if required.

3.0 Compensation.

3.1 Upon completion of the Services, Datalogic shall issue an invoice to Customer consistent with Datalogic's quotation and the Customer's P.O.

3.2 Customer agrees to pay Datalogic within thirty (30) days of the date of Datalogic's invoice. However, if Customer objects to any portion of the invoice, Customer shall notify Datalogic within ten (10) days from the date of the invoice, give reasons for the objection, and pay the portion of the invoice not in dispute. Payments not received on or before the due date may be subject to a monthly late fee of 1.5% from the due date until payment is received by Datalogic. Customer shall pay all collection costs, including but not limited to attorney fees, incurred by Datalogic in connection with Customer's failure to pay.

4.0 Ownership.

Licensed Datalogic Software. When Datalogic develops software code based on a Customer request that does not require meeting specifications, Datalogic shall supply Customer with software on an "As-Is" basis. The delivered code may be used by Customer on any authorized Datalogic product ("Datalogic Enhanced Software"). The Datalogic Enhanced Software is licensed to Customer for the amount of compensation stated in this Agreement. Datalogic Shareware is offered to Customer on an "As-Is" basis with no warranty.

5.0 MUTAL NON-DISCLOSURE AGREEMENT.

Confidential Information. Datalogic and Customer acknowledges that certain information relating to the other Party's business and the Services is proprietary and confidential information ("Confidential Information"). Datalogic's Confidential Information includes, but is not limited to, information relating to Datalogic's products, services, plans, procedures, customers, employees, competitors and finances.

Confidentiality Obligations. Each Party agrees to retain all Confidential Information of the other Party in confidence. Customer will not, at any time, use any Confidential Information to compete with Datalogic, either directly or indirectly. Each Party will not, at any time, provide or otherwise make available to any person any Confidential Information; provided, however, that each Party may make Confidential Information available to its employees who have signed a nondisclosure agreement with substantially similar obligations as those contained herein and who need to know such Confidential Information.

Exceptions. All information relating to the other Party's business and Services shall be deemed Confidential Information, excepting only any information which the other Party can establish, by clear and convincing evidence:

i. Is already known to the receiving Party; or

ii. Is or becomes publicly known through no wrongful act of receiving Party; or

iii. Is rightfully received by the receiving Party from a third party without restriction or breach of this agreement; or

iv. Is excepted pursuant to written agreement of the disclosing Party

Return or Destruction of Confidential Information. Confidential Information shall remain the property of the disclosing Party, and upon request, or on completion of the business dealings and services relating to the Confidential Information, the receiving Party shall either promptly return all copies of the Confidential Information, or if requested, destroy all copies of the Confidential Information and provide written confirmation of such action to the Disclosing Party with certification by a current officer.

Confidentiality Period. These confidentiality obligations shall continue for a period of five (5) years from receipt of the Confidential Information, regardless of the termination of this Agreement.

Use and unauthorized Use. Customer and Datalogic may use Confidential Information solely to the extent necessary to perform its obligations and exercise its rights under this Agreement. Customer agrees to notify Datalogic immediately of the unauthorized possession, use or knowledge of any Confidential Information by any person not authorized by this contract to have such possession, use or knowledge. Customer will promptly furnish details of such possession, use or knowledge to Datalogic, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with Datalogic to protect its rights. Customer's compliance with this paragraph shall not be construed in any way as a waiver of Datalogic's right to recover damages or obtain other relief against Customer for its negligent or intentional harm to Datalogic's rights, or for breach of contractual rights.

6.0 TERM AND TERMINATION

6.1 Term. The term of this Agreement shall continue as long as Customer continues to order under this Agreement.

6.2 Termination. Datalogic may terminate this Agreement at any time for cause or for no cause.

7.0 INDEMNIFICATION

Services and Software provided by Datalogic under this Agreement are provided to Customer on an "As-Is" basis with no liability and no indemnification.

8.0 DISPUTE RESOLUTION
Any dispute, controversy, or difference between the Parties arising out of or otherwise relating to this Agreement, shall be resolved in the following manner

8.1 If one Party believes there is a dispute concerning this Agreement, that Party shall give the other Party a written notice of such dispute.

8.2 The Parties shall first seek to resolve the dispute by senior managers of each Party entering into good faith negotiations.

8.3 If the dispute is not resolved within sixty (60) days of the notice of dispute, the Parties are released from this Agreement to seek other legal remedies.

8.4 Notwithstanding the foregoing, the Parties to this Agreement may bring an action or proceeding for injunctive relief with respect to any breach or anticipated breach of obligations relating to patent, copyright, trademark, trade secret, or other form of intellectual property, in any court of competent jurisdiction.

9.0 ASSIGNMENT

Services provided under this Agreement are unique in nature and neither Party shall transfer or assign this Agreement or any of its obligations hereunder without prior written consent of the other Party, which such consent shall not be unreasonably withheld.

⊕DATALOGIC™

SOFTWARE ENHANCEMENT AGREEMENT
STATEMENT OF WORK

Customer: Bausch & Lomb

Agreement No. 00052814

1501 Graves Mill Road, Lynchburg, VA 24502

1.0 Incorporation of Agreement by Reference. This Statement of Work ("SOW") hereby incorporates the terms and conditions of the Software Enhancement Agreement effective between the Parties. Additional SOWs may be created by the Parties and shall supersede any prior SOW related to the same subject matter.

Description of Services or Software Development Requested.

2.0 Definitions.

   2.1 "Enhanced Software" shall mean the development of software or custom support services by Datalogic as further described below or in a Purchase Order sufficiently describing the work to be performed by Datalogic and referencing the terms and conditions of the Software Enhancement Agreement between the Parties.

Create Custom ULE for the Magellan 1400i. When the scanner reads the 2D Datamatrix barcode it will send all the data starting from position 27 till end of data. The scanner, thereafter, will perform standard label formatting which means to apply any label ID, prefix or suffix already set up in the scanners programming.

The development of this programming will take 1 hour at $125 an hour for a total of $125.

The price quote stated in this contract does not include any applicable taxes.

3.0 Enhanced Software Licensed to Customer. Any Enhanced Software developed under a SOW shall be licensed to Customer under the terms and conditions of the Enhanced Software Agreement.

ACCEPTED AND AGREED by the following authorized representatives of the Parties:

DATALOGIC ADC, INC.	CUSTOMER: BAUSCH & LOMB (DIV OF VALEANT)
By_____	By _Satish Nair_ 1/13/2014
Name:_____	Name: Satish NAIR
Title:_____	Title: Principal, Software Engineer, Lynchburg, VA
Date:_____	Date: 13 Jan 2014

10.0 MISCELLANEOUS

10.1 Entire Agreement. This Agreement contains the Parties' entire understanding relating to its subject matter and supersedes all prior or contemporaneous agreements, including but not limited, to any P.O. terms and conditions. This Agreement may only be modified in writing by authorized representatives of the Parties.

10.2 Order of Precedence. If any inconsistency exists between the terms and conditions of this Agreement and the terms of a Quotation; Statement of Work; P.O.; or NDA, the order of precedence will be: (i) the terms and conditions of this Agreement; (ii) the terms and conditions of the P.O. Any terms and conditions set forth in a SOW.

10.3 Choice of Law and Venue. The rights and obligations under this Agreement will be governed by the laws of the State of Oregon, excluding the application of the conflict of law rules.

10.4 Waiver. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.

10.5 Attorneys Fees. In any suit or legal action to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its costs, disbursements and reasonable attorney fees, both at trial and on appeal.

10.6 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect.

10.7 Independent Contractors. The Parties shall act as independent contractors in the performance of this Agreement. Neither Party shall act as, or be deemed to be, an agent for or partner of the other Party for any purpose whatsoever, nor shall either Party have the authority to bind the other in any respect.

10.8 Counterparts. This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

10.9 Exhibits. The Attached Statement of Work may be completed and reference this Agreement without limitation and each Statement of Work shall reference this Agreement and the terms and conditions of this Agreement shall be incorporated therein.

> **Exhibit A** – Form Statement of Work

ACCEPTED AND AGREED by the following authorized representatives of the Parties:

DATALOGIC ADC, INC.	CUSTOMER: _BAUSCH & LOMB (DIV OF VALEANT)
By_____	By _Satish Nair_ 1/13/2014
Name:_____	Name: Satish NAIR
Title:_____	Title: Principal, Software Engineer, Lynchburg, VA
Date:_____	Date: 13 Jan 2014