

This license agreement is for countries listed in link #1

Refer to link #2 for domestic use in Japan.

The Product is not meant for use in other countries.

この規約は、下記リンク先（#1）記載の国向けの利用規約です。

日本国内でご利用いただく場合は、下記リンク先（#2）をご覧ください。

その他の国ではご利用いただけません。

#1 <https://plus-sensing.omron.com/product/b5t-003001/>

#2 http://plus-sensing.omron.co.jp/member/index.php?toid=PC_COMMENT&fromid=PC_SDK&id=90

READ CAREFULLY BEFORE USE

You (either an individual or a legal entity) may use the Licensed Software defined below as a Licensee, only when you agree to the SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT set forth below (hereafter referred to as “this Agreement”) regardless from wherever you obtain the Licensed Software.

This Agreement is a legal agreement between you and OMRON Corporation (hereafter referred to as “Omron”). By installing, copying or otherwise using this Licensed Software, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree such terms and conditions, do not install, copy or use any part of this Licensed Software.

HVC-C2W SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

Subject to the aforementioned compliance by Licensee, Omron grants to Licensee a non-exclusive and non-transferable license to use the Licensed Software solely for the development of the Licensee Product as follows:

Section 1 DEFINITION

As used herein, the following terms shall have the following meanings:

- 1.1 “Affiliate” means any company, corporation or entity that is controlled by a party and/or any company, corporation or entity that controls a party and/or any company, corporation or entity that is controlled by one of the before mentioned companies, corporations or entities. However, any such company, corporation or entity shall be deemed to be an Affiliate only as long as control exists. For these purposes, a company, corporation or entity shall be treated as being controlled by another company, corporation or entity if that other company, corporation or entity has fifty percent (50%) or more of the votes in such entity, and/or is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.
- 1.2 “Application-Identification Information” means the unique information allocated to Licensee Product for access to the server that handles connection between HVC and devices like smartphone, which consist of AppID and ApiKey..
- 1.3 “HVC” means the Omron’s “Human Vision Component” product with name of “HVC-C2W”
- 1.4 “Intellectual Property Rights” means any patent, copyright, trade secret, trademark or other intellectual property rights (including, without limitation, applications thereof) in any idea, design, concept, method, technique, invention, discovery, improvement, technical information, software (in whatsoever form or media) and related algorithms, flow charts, logic diagrams and specifications, mask works, graphics or other works of authorship.

- 1.5 "Libraries" collectively means binary file programs and header files to drive HVC over the network, stored in "libs" folder and "include" folder or those subfolders of "Licensed Software" set.
- 1.6 "Licensee" means a person (either an individual or a legal entity) who agree to this Agreement and obtain "Licensed Software" to install, copy or otherwise using.
- 1.7 "Licensee's Customer" means the user or potential user of Licensee Product. Licensee shall ensure all such customers are bound by a written agreement that protects Omron intellectual property, including the Licensed Software, to at least the standards set forth herein and expressly disclaims all warranties and liability of Omron.
- 1.8 "Licensed Software" means the software development kit (SDK) for HVC provided by Omron, which consists of "Specifications", "Sample Programs" and "Libraries".
- 1.9 "Licensee Product" means an application software developed by Licensee to be utilized for the purpose of driving HVC over the network.
- 1.10 "Sample Programs" collectively means the source code described in the documents stored in "sample" folder or its subfolder of "Licensed Software" set.
- 1.11 "Sensing Egg Project Site" means the web site provided by Omron that has its top pages at the address below:
<http://plus-sensing.omron.co.jp/egg-project/> (Japanese Language)
<https://plus-sensing.omron.com/egg-project/> (English Language)
- 1.12 "Specifications" collectively means the documents stored in "doc" folder or its subfolder of "Licensed Software" set.

Section 2 GRANT

- 2.1 Subject to the terms and conditions in this Agreement, Omron hereby grants to Licensee the following limited, revocable, non-transferable, non-exclusive and non-sublicensable license to use the Licensed Software, solely for the purpose of
- (a) Development of Licensee Product using Licensed Software and use Licensee Product. Licensee may not incorporate any of Licensed Software into Licensee Product except Libraries.
 - (b) Distribution of Licensee Product through one or some of the distribution sites listed below.
 - "App Store" (Apple Inc.)
 - "Google Play" (Google Inc.)
 - "Amazon Appstore for Android" (Amazon.com Inc.)
 - "MOVERIO Apps Market" (Seiko Epson Corp.)
 - (c) Posting the information listed below in compliance with section 6 "Trademark" (i) to the web site, blog, social networking service or similar to the extent Licensee him/herself owns control of his/her posted items, or (ii) to the forum established within Sensing Egg Project Site:
 - Copy or modification of some or all of Sample Program
 - The result obtained by run of executable files converted from such copied or modified Sample Program. The executable files may not be posted except in manner of (b).set forth above..

Licensee may use the Licensed Software free of charge unless otherwise specified by Omron.

- 2.2 Except as expressly permitted by this Agreement, Licensee shall not:
- (a) sublicense, distribute, publish, sell, assign, transfer, rent, lease or upload to on any website or server the Licensed Software unless otherwise granted in Section 2.1;
 - (b) modify, translate, adapt, reverse engineer, de-compile or disassemble the Licensed Software except Sample Program;
 - (c) use or reproduce the Licensed Software, in whole or in part, other than as expressly

permitted by this Agreement;

- 2.3 Licensee shall not submit false registration information to obtain Application-Identification Information.
- 2.4 This Agreement does not grant Licensee any rights to use any trademarks, logos or service marks belonging to Omron or any OMRON Affiliate unless otherwise granted in Section 6.
- 2.5 Licensee shall not take any action that causes Licensee to be mistaken as a director, employee, representative or agent in relation to Licensed Software or Licensee Product.
- 2.6 Licensee shall not use the Licensed Software for any unlawful, illegal or unethical activity, nor develop any Licensee Software which commits or facilitates the commission of a crime, or other tortious, unlawful, illegal or unethical act.
- 2.7 Licensee shall not disclose or publish any information that helps any third party do prohibited activities of Licensee in this Agreement.
- 2.8 **Licensee shall not make or distribute Licensee Product used in the following applications, which could contribute to breach the terms and conditions for HVC, referred to in Section 7.1:**
 - (a) Applications with stringent safety requirements, including but not limited to nuclear power control equipment, combustion equipment, aerospace equipment, railway equipment, elevator/lift equipment, amusement park equipment, medical equipment, safety devices or any other applications that could cause danger/harm to people's body and life.
 - (b) Applications that require high reliability, including but not limited to supply systems for gas, water and electricity, etc., 24 hour continuous operating systems, financial settlement systems and other applications that handle rights and property.
 - (c) Applications for use under severe conditions or in severe environments, including but not limited to outdoor equipment, equipment exposed to chemical contamination, equipment exposed to electromagnetic interference and equipment exposed to vibration and shocks.
 - (d) Automotive applications (including automotive applications relating to two wheel vehicles).
 - (e) Applications for crime prevention, security purpose or other criminal activity monitoring usage.
 - (f) Applications under any conditions or environments not specifically described in specification of HVC.

Section 3 WARRANTY AND DISCLAIMER

OMRON LICENSES THE LICENSED SOFTWARE TO LICENSEE ON AN "AS IS" BASIS WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE SHALL USE THE LICENSED SOFTWARE, SOLELY ON ITS OWN RESPONSIBILITY, AND AT ITS SOLE COST AND RISK. OMRON DOES NOT MAKE, AND HEREBY DISCLAIM, ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, TITLE AND NONINFRINGEMENT OF THIRD PARTY'S RIGHTS, THE WARRANTY OF DESIGN, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMRON DOES NOT WARRANT THAT LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ITS DEFECTS WILL BE CORRECTED, OR THAT IT WILL BE COMPATIBLE WITH ANY OR FUTURE OMRON PRODUCTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OMRON OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OMRON'S OBLIGATIONS UNDER THIS AGREEMENT. LICENSEE HEREBY WAIVE ANY AND ALL CLAIMS THAT LICENSEE MAY HAVE AGAINST OMRON ARISING OUT OF THE SDK AND/OR THIS AGREEMENT.

Omron may extend, enhance, or otherwise modify the Licensed Software at any time without notice, but Omron has no obligation to provide Licensee with any updates or changes. If updates or changes are made available by Licensee, the terms and conditions in this Agreement shall govern such updates or changes, unless the updates or changes are accompanied by a separate license in which case the terms and conditions of such license will govern.

Omron has no obligation to provide any support or engineering assistance of any sort to Licensee or any of Licensee's Customers.

Section 4 DAMAGE LIMITATION

THE LICENSED SOFTWARE IS PROVIDED AS A CONVENIENCE AND ACCOMMODATION TO LICENSEE. IN NO EVENT SHALL OMRON, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE AND STATUTORY, AND REGARDLESS OF THE FORM OF ACTION. IN NO EVENT SHALL OMRON, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATING TO THE LICENSED SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY OF THE FOREGOING PARTIES FOR ALL CLAIMS OF EVERY KIND (INCLUDING THOSE ARISING IN TORT) ARISING OUT OF THE SDK AND/OR THIS AGREEMENT SHALL NOT EXCEED FIFTY U.S. DOLLARS (US\$50.00).

Section 5 INTELLECTUAL PROPERTY OWNERSHIP RIGHTS

Title and ownership of all Intellectual Property Rights in the Licensed Software will at all times remain with Omron and/or its suppliers. The rights granted to Licensee by Omron under such Intellectual Property Rights are only for the purposes set forth in Section 2. Licensee shall not remove any copyright, patent, trade secret, proprietary and/or other legal notices contained on or in the Licensed Software, including any associated software, programming, or documentation. Licensee shall not use any information or data disclosed by Omron in connection with this Agreement to contest the validity of any Omron intellectual property rights. Any such use of Omron's information and data shall constitute a material, non-curable breach of this Agreement.

Omron agrees that it obtains no right, title or interest (including intellectual property) from Licensee (or third parties that grants any rights to Licensee) under this Agreement in or to Licensee Product. Licensee shall not exercise any right, title or interest (including intellectual property and/or license of intellectual property) in or to HVC or Licensee Product to Omron (including its Affiliates, directors, officers or employees) (collectively, the "Omron Indemnitees"). If Licensee assigns such rights to any third party (including Licensee's employer), Licensee shall impose on such third party an obligation not to exercise such rights to Omron Indemnitees.

Licensee may provide suggestions, comments or other feedback (collectively, "**Feedback**") to Omron with respect to its products and services, including the Licensed Software. Feedback is voluntary and Omron is not required to hold it in confidence. Omron may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Licensee's intellectual property rights to make use of the Feedback, Licensee hereby grants Omron an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Omron's business, including the enhancement of the Licensed Software.

Section 6 TRADEMARK

Licensee shall comply with the guidelines stated below when referring trademarks of Omron.

6.1 Logo: Not allowed to use. Licensee may use only the icon indicated in the section "7. Links" of the "Terms of Use" of Sensing Egg Project Site (<https://plus-sensing.omron.com/terms/>)

- according to the instruction stated therein.
- 6.2 Text: Follow instructions below.
- (a) "OMRON", "Omron" : Use them only in the explanation of HVC, like "An app for Omron's vision sensing product HVC-C2W";
 - (b) "Sensing Egg Project": Use it only in the explanation of the site (<https://plus-sensing.omron.com/egg-project/>)
 - (c) "+SENSING", "PLUS SENSING": Use it only in the explanation of the site (<https://plus-sensing.omron.com/>)
 - (d) "OKAO" "OKAO Vision" Not allowed to use. Consider another expression like "Omron's face recognition technology," instead.

Section 7 ACKNOWLEDGMENT

- 7.1 Licensee shall abide by the terms and conditions stated in the documents below, in addition to this Agreement.
- (i) The documents attached to HVC, including without limitation, "Read Before Use", "Licenses"
 - (ii) Terms of use of Sensing Egg Project Site
- 7.2 Each Licensee Product requires unique Application-Identification Information to connect to HVC over the network. Licensee shall apply for new Application-Identification Information each time Licensee desires to release new Licensee Product. Setting the same Application-Identification Information to different Licensee Products is not allowed. Licensee agrees to register true information including, without limitation, real name for the application, and shall not submit false information. Application-Identification Information is not transferable; Licensee may not assign or disclose it to any third party.
- 7.3 Licensee shall avoid infringing on portrait rights, privacy rights or similar rights of the people whom Licensee Product possibly catch, and shall take measures to avoid Licensee's customer from unwished misconduct.
- 7.4 Omron reserves the right to develop application software with the same or similar function with Licensee's software or its idea, and may do so at its sole discretion.
- 7.5 Omron may, at its own discretion, ban the access from Licensee Product to the server which Omron provides, demand withdrawal or deletion of Licensee Product from the distribution sites or any other web sites, demand deletion of Application-Identification Information or take any other actions in addition to the remedies stated in this Agreement, in case that Omron find Licensee Product which seems to breach the provision of Section 2.4 of this Agreement. In that case, Omron is under no obligation to explain the Licensee about the reason to take such action or anything.
- 7.6 Temporary communication failure or communication delay may happen between Licensee Product and HVC due to, including without limitation, the situation of the network or the maintenance of equipment.
- 7.7 Omron may discontinue the provision of Licensed Software or change the specifications of Licensed Software for the purpose of improving such software or other reasons entirely at Omron's sole discretion at any time.

Section 8 INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless Omron Indemnitees from actual or alleged claims, losses, liabilities, damages, expenses and costs, including reasonable attorney's fees and expert costs, incurred by any Omron Indemnitees as a result of (a) a breach of this Agreement by Licensee, (b) Licensee's violation of applicable law, (c) the negligence or other wrongful conduct of Licensee, (d) the Licensee Product, or (e) any claims that a Licensee Product violates or infringes any third party intellectual property or proprietary rights.

Section 9 NOTICE

Except as otherwise provided in this Agreement, all notice required or permitted to be given under this Agreement shall be in writing in English and shall be given by prepaid registered mail to such other addresses as the parties may designate in writing.

Section 10 EXPORT/IMPORT CONTROL

Licensee shall comply fully with all relevant export and import laws and regulations of the place of residence and all other relevant jurisdictions ("Export/Import Laws") in the case of export/import or taking action deemed as export/import by Export/Import Laws.

Section 11 TERM

11.1 This Agreement is effective until terminated.

11.2 Omron may terminate this Agreement immediately, in case that:

- a) Licensee fails to comply with any term in this Agreement;
- b) there is a threat of or actual lawsuit relating to the Licensed Software; or
- c) there shall be filed by or against Licensee application for bankruptcy, dissolution, liquidation, compositions or company reorganization

Section 12 EFFECT OF EXPIRATION OR TERMINATION

12.1 Upon termination or expiration of this Agreement for any reason or for convenience, the license and rights granted hereunder shall automatically and immediately terminate and expire and Licensee shall immediately (i) cease using the Licensed Software and the Licensee Product in any manner, (ii) return to Omron or destroy under Omron's instruction the Licensed Software (including all copies thereof) to Omron.

12.2 The rights and obligations under Section 3(WARRANTY AND DISCLAIMER), 4(DAMAGE LIMITATION), 5(INTELLECTUAL PROPERTY OWNERSHIP RIGHTS), 6(TRADEMARK), 7(ACKNOWLEDGMENT), 8(INDEMNIFICATION) and 13(MISCELLANEOUS) shall survive expiration or termination of this Agreement and bind the parties and their legal representatives, successors and assigns thereafter.

Section 13 MISCELLANEOUS

13.1 If the performance of this Agreement or any obligation hereunder is prevented, delayed or restricted by reason of the cause beyond the reasonable control of the party so affected, including, but not limited to, war, hostility, riot, revolution, embargo, enforcement of any law, order or regulation, fire, wind, earthquake, flood, severe weather or other acts of God, the party so affected shall be excused from such performance to the extent of such prevention, delay or restriction and shall not constitute a breach of this Agreement.

13.2 Licensee shall not assign to a third party this Agreement, or any rights or obligations hereunder, in whole or in part, without the prior written approval of Omron. Any attempted assignment without such approval shall be wholly void and totally ineffective for all purposes. Omron may assign this Agreement, without Licensee's consent, to any Affiliate, or in the event of a merger, acquisition, or sale of all or substantially all of its assets.

13.3 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a

valid one which achieves to the extent possible the original purpose of the invalid provision.

- 13.4 Any failure of either party hereto to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provision or right or remedy of the party to enforce such provision.
- 13.5 Any and all disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with this Agreement shall be finally and exclusively settled by the competent courts of Japan.
- 13.6 The formation, validity, construction and performance of this Agreement and all amendments and supplements hereto shall be governed and interpreted by and in accordance with the laws of Japan without reference to conflict of law rules.
- 13.7 The prevailing party in any judicial action, if any, brought to enforce or interpret this Agreement or for relief for the breach hereof shall be entitled to recover its reasonable attorneys fees therein incurred.
- 13.8 The headings of this Agreement and respective Section hereof are used for convenience only and shall not affect in any way the construction of the provisions to which they refer.
- 13.9 This Agreement constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, representations, statements, agreement or commitments, whether oral or in writing and whether express or implied, between the parties hereto.
- 13.10 Omron may, at its discretion, change this Agreement at any time by any reason. Omron gives notice to the Licensee registered as a member of Sensing Egg Project Site regarding the changed contents and the estimated effective date. The changed Agreement applies at the moment of posting on the Sensing Egg Project Site unless otherwise instructed. Licensee is deemed to agree all provisions of the changed Agreement if Licensee uses the Licensed Software, develops Licensee Product or distributes Licensee Product after the changed Agreement is effective.

March 22, 2016 1st Edition.

End