SLM UTILITY G3 AND G4 SOFTWARE DEVELOPMENT KIT LICENSE

IMPORTANT – READ CAREFULLY: This SLM UTILITY G3 SOFTWARE DEVELOPMENT KIT LICENSE ("License") is a legal agreement between you (either an individual or a single entity, and referred to herein as "you" or "End User") and the Larson Davis Division of PCB Piezotronics, Inc. ("Larson Davis"). It contains pertinent terms and conditions that pertain to the Larson Davis' SLM Utility G3 and SLM Utility G4 Software Development Kits (collectively with associated media, printed materials (including the product manual) and/or electronic documentation, the "SDK").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE BY INSTALLING, COPYING OR OTHERWISE USING THIS SOFTWARE DEVELOPMENT KIT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT INSTALL, COPY OR USE THE SOFTWARE DEVELOPMENT KIT.

I.   **NOTICE**: The SDK is protected by copyright laws, trade mark and international copyright treaties, as well as other intellectual property laws and treaties. The SDK is licensed, not sold. Unauthorized reproduction or distribution of the SDK, or any portion of it, may result in severe civil and criminal penalties, and violators will be prosecuted to the maximum extent possible under law.

II. **GRANT OF LICENSE**: End User is granted a perpetual, royalty-free, non-exclusive license to install and use the SDK for the purpose of internal development of application programs designed to function with Larson Davis' SLM Utility G3 software and SLM Utility G4 software.

III. **RIGHTS AND LIMITATIONS:**
   a.   End User may use, modify or merge all or portions of the SDK with End User's application programs and distribute it only as part of End User's products in object code form. Any modified or merged portion of the SDK is subject to this License. End User is required to use Larson Davis' copyright on End User's application programs except for those programs in which End User includes a copyright notice reflecting the copyright ownership of End User in such programs. End User may not use the trade names and trademarks of Larson Davis to endorse or promote modifications of or products derived from the SDK, or as part of the names of such modifications or products, without the prior written permission of Larson Davis. End User may not assign End User's rights or obligations granted under this License without the prior written consent of Larson Davis. Any attempted assignment or transfer without such prior written consent from Larson Davis shall be void and of no effect.

   b.   Except as set forth in Section III(a), End User may use the SDK solely for the purpose of internal development. End User may not sell, sublicense, rent, loan or lease any portion of the SDK to any third party. End User may not reverse engineer, decompile or disassemble any portion of the SDK. To the extent that local law grants End User the right to decompile software in order to obtain information necessary to render the SLM Utility G3 software or SLM Utility G4 software, as applicable, interoperable with other software, End User shall first request to Larson Davis in writing to provide End User with necessary information. Larson Davis has the right to impose reasonable conditions such as a reasonable fee for doing so. Requests for information should be directed to Larson Davis at the address provided in the SDK or such other address provided by Larson Davis from time to time.

   c.   End User may make a limited number of copies of the SDK to be used by End User's employees or consultants as provided herein, and such employees or consultants shall be subject to the obligations and restrictions in this License.

IV. **PROPRIETARY RIGHTS**: The items contained in the SDK are the intellectual property of Larson Davis and its suppliers and are protected by United States copyright and patent law, international treaty provisions and applicable laws of the country in which it is being used. End User agrees to protect all copyright and other ownership interests of Larson Davis and/or suppliers in all items in the SDK supplied under this License. End User agrees that all copies of the items in the SDK, reproduced for any reason by End User, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by Larson Davis in the SDK. Larson Davis and/or its suppliers retain title and ownership of the items in the SDK, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this License does not grant End User any rights to patents, copyrights, trade secrets, trademarks or any other rights to intellectual property in the SDK.

V.   **TERMINATION**: Without prejudice to any other rights, Larson Davis may terminate this License if you fail to comply with any of the terms and conditions of this License. In such event, immediately upon your receipt of written notice of such termination, End User must destroy all copies of the SDK, all of its component parts, and all documentation.

VI. **DISCLAIMER OF WARRANTIES**: **LARSON DAVIS, ITS PARTNERS, PARENTS, SUBSIDIARIES AND SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND**

NON-INFRINGEMENT WITH REGARD TO THE SDK. LARSON DAVIS MAKES NO REPRESENTATION WITH RESPECT TO THE ADEQUACY OF ANY ITEMS IN THE SDK, WHETHER OR NOT USED BY END USER IN THE DEVELOPMENT OF ANY PRODUCTS, FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO THEIR ADEQUACY TO PRODUCE ANY PARTICULAR RESULT. LARSON DAVIS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR LOSS OR DAMAGE ARISING OUT OF THIS LICENSE OR FROM THE DISTRIBUTION OR USE OF END USER'S PRODUCTS CONTAINING PORTIONS OF THE SDK.

VII. <u>EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES</u>: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LARSON DAVIS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SDK, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, AND RELATED CONTENT THROUGH THE SDK OR OTHERWISE ARISING OUT OF THE USE OF THE SDK, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS LICENSE, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LARSON DAVIS OR ANY SUPPLIER, AND EVEN IF LARSON DAVIS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIII. <u>LIMITATION OF LIABILITY AND REMEDIES</u>: Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Larson Davis and any of its suppliers under any provision of this License and your exclusive remedy hereunder shall be limited to the greater of: (i) the actual damages you incur in reasonable reliance on the SDK, but in no event to exceed the amount actually paid by you for the SDK or (ii) U.S. $5.00. The foregoing limitations, exclusions and disclaimers set forth in this Agreement (including, without limitation, those contained in Sections VI and VII), shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

IX. <u>EXPORT RESTRICTIONS</u>: SDK may be subject to the export control laws and regulations of the United States, the European Union and other jurisdictions. You hereby agree to comply with all domestic and international export control laws and regulations that apply to the SDK. These laws include restrictions on destinations, end users and end use.

X. <u>MISCELLANEOUS</u>: This License is governed by the laws of the State of New York, without regard to principles of conflicts of law. The exclusive venue for any dispute shall be the State or Federal Courts located in Erie County, New York. Should you have any questions concerning this License, please feel free to contact Larson Davis:

Larson Davis, A Division of PCB Piezotronics, Inc.
3425 Walden Avenue
Depew, NY 14043, USA
Attn: Legal Dept.
Email: info@larsondavis.com

XI. <u>ENTIRE AGREEMENT; SEVERABILITY</u>: This License (including any addendum or amendment to this License which is included with the SDK) is the entire agreement between you and Larson Davis relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this License. To the extent the terms of any Larson Davis policies or programs for support services conflict with the terms of this License, the terms of this License shall control. If any provision of this License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Larson Davis, a Division of PCB Piezotronics, Inc.
SLM Utility G3 and G4 Rev 1 – April 2014