

BOSON TOOLS AND SOFTWARE DEVELOPMENT KIT (SDK) LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THE FLIR SOFTWARE DEVELOPMENT KIT (SDK) (DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT.

THIS SOFTWARE DEVELOPMENT KIT (SDK) LICENSE AGREEMENT (“*Agreement*”) is a legal agreement between you, an individual or entity (“*Developer*,” “*you*” or “*your*”) and FLIR Systems Inc., and its Affiliates (together, “*FLIR*”), and governs your use of any one of a family of FLIR SOFTWARE DEVELOPMENT KITS (SDKs), inclusive of the FLIR Mobile SDKs, FLIR Atlas SDK, FLIR Desktop SDKs, and FLIR Camera Module SDKs. The terms of this Agreement apply to any updates, supplements, and/or support services (if any) for the above-mentioned SDKs unless other terms accompany those items. If so, those terms apply.

FLIR has developed a family of software development kits (SDKs) that are made to be used with FLIR devices (the “*Device*” or “*Devices*”). FLIR has developed a licensing program (“*Licensing Program*”) whereby FLIR makes available to software developers the FLIR SOFTWARE DEVELOPMENT KIT (“*SDK*”) for purposes of enabling such developers to develop applications for use with the Device (“*Application(s)*”), which the developers may then distribute and/or license to end users (“*End Users*”) or use internally to support their own business processes.

The *SDK* is made available in connection with FLIR’s Licensing Program for use by *Developer* in developing Applications for use with the Device. Developer desires to use the *SDK* for purposes of developing Applications, subject to and in strict accordance with the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual obligations of the parties set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, you and FLIR agree as follows:

DEFINITIONS. In addition to any other defined terms set forth herein, the following capitalized terms will have the meanings set forth below.

1.1 “*Affiliate(s)*” means an individual, corporation or other entity which directly (or indirectly through one or more intermediaries) controls at least twenty-five percent (25%) of the outstanding voting shares or securities, is controlled by, or is under common control with the a party to this Agreement.

1.2 “*FLIR Documentation*” means any written or electronic documentation that is provided to Developer by FLIR for use in connection with the FLIR SDK.

1.3 “*FLIR SDK*” means The FLIR Software, and the FLIR Documentation.

1.4 “*FLIR Software*” means the software development tools and sample code that are provided to Developer by FLIR in source code form and/or machine readable form pursuant to this Agreement.

1.5 “*Intellectual Property Right(s)*” means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; and (v) other proprietary rights in intellectual property of every kind and nature.

1.6 “*Standard Releases*” shall mean releases of the FLIR SDK which may contain updates, enhancements and/or improvements authorized and made available only by FLIR from time to time in FLIR’s sole discretion.

1.7 “*Open Source Code*” means any software code that is distributed as “free software” or “open source software” or that is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software.

2. LICENSE.

2.1 **License Grants.** FLIR hereby grants to Developer, during the term of this Agreement and subject to the terms and conditions set forth herein, a personal, revocable, limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to: (i) install and/or use the FLIR Software for Developer’s internal use solely in the manner described in the FLIR Documentation and for the sole purpose of developing, testing, and debugging Applications; (ii) use the FLIR Documentation solely for Developer’s internal use in developing, testing, and debugging Applications; and (iii) use and make calls to the FLIR APIs for Developer’s internal use solely in the manner described in the FLIR Documentation and for the sole purpose of developing, implementing, and using Applications (collectively, the “*License*”).

2.2 **License Restrictions.** Developer agrees that the License granted in Section 2.1 above, in addition to any other limitations set forth in this Agreement, is subject to the following limitations:

(i) Developer’s right to use the FLIR SDK is for purposes of developing, implementing and using Applications solely in conjunction with a Device. Developer shall not use the FLIR SDK for any other purpose, nor may Developer use the FLIR SDK in connection with any other

software application or product other than in connection with its Applications. Developer may not use the FLIR SDK to create Applications for use with non-FLIR thermal imaging devices. Developer shall not undertake, develop or distribute any Applications or otherwise make any other product, service or other content available through its Applications the use of which, either standing alone or in conjunction with any other software, systems, networks or data, contain functionality that could be used with non-FLIR thermal imaging products, as a direct competitor to a product, products, or Applications sold by FLIR, for inappropriate or improper purposes, or for the purpose of interfering with the proper operation of, degrading, causing damage to, or otherwise adversely affecting the operation of any FLIR or third party software, hardware, services, systems, networks, or data. Developer may not copy the FLIR Software or any portion thereof except as permitted herein; provided that, Developer may make a single unmodified copy of the FLIR Software for back-up and/or archival purposes. Developer shall not alter, obscure or remove any copyright notices or any other ownership or proprietary rights notices placed on or contained in the FLIR SDK, or any part thereof. Developer shall not remove any License attribution or other Open Source Code license compliance content included with the SDK. The FLIR SDK is licensed and not sold. All rights not expressly granted to Developer under the License are reserved by FLIR, and Developer shall not take or permit any third party to take any action with respect to the FLIR SDK that is not expressly authorized under this Agreement.

(ii) Developer shall not rent, lease, transfer, sublicense, sell, assign, timeshare or pledge the FLIR SDK, or any portion thereof, to any third party whether on a temporary or permanent basis, or allow any third party to access or use the FLIR SDK for any purpose, without the prior written approval of FLIR. In particular, the FLIR SDK remains the property of FLIR, returnable upon the expiration or termination of this Agreement or upon FLIR's earlier written request. Developer shall not, either directly or indirectly, reverse engineer, translate, modify, alter, decompile, create derivatives of or otherwise attempt to derive the source code of the FLIR SDK, other than as expressly authorized in this Agreement. Developer may permit third party contractors acting on its behalf and under its supervision to use the FLIR SDK for the purposes authorized hereunder; however, Developer shall remain responsible for all acts and omissions of its contractor(s), including without limitation, any unauthorized use of the FLIR SDK by any such contractor. A breach by Developer's contractor of the terms and conditions of this Agreement shall be deemed a breach of this Agreement by Developer.

(iii) Without prior authorization by FLIR, Developer shall not use, combine, incorporate, or otherwise link or distribute the FLIR SDK, or any part thereof, whether in connection with an App or otherwise, with any Open Source Code licensed under any terms that: (a) impose

or could impose a requirement or condition that the FLIR SDK, or any part thereof: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge; or (b) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of FLIR, its licensors, successors, and assigns, to use or distribute the FLIR SDK, or any part thereof.

3. USE OF THE FLIR SDK. Developer acknowledges and agrees that Developer shall be responsible for all use of the FLIR SDK by Developer hereunder. In particular:

3.1 Developer shall use the FLIR SDK only as authorized in this Agreement and as described in the FLIR Documentation. All use of the FLIR SDK by Developer hereunder shall strictly comply with all applicable laws and regulations, and all Applications developed by Developer hereunder and the intended use for such Applications shall strictly comply with all applicable laws and regulations.

3.2 Developer's Applications and any products, services or content made available through such Applications shall not contain any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, code, or program that is likely to or is intended to: (a) have an adverse impact on the performance of; (b) disable, corrupt, or cause damage to; or (c) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purpose, any software, hardware, network, services, systems or data (collectively, "**Malware**"). Developer shall inform FLIR of any Malware affecting its Applications of which Developer becomes aware.

4. USE OF THE FLIR APIs.

4.1 RESERVED

5. MARKETING AND DISTRIBUTION OF APPLICATIONS.

5.1 **Distribution of Applications.** Developer shall enter into a license agreement ("**License Agreement**") with each End User to whom it licenses and/or distributes an Application. At a minimum, such License Agreement shall include terms which (i) restrict the use of the Applications to legal, non-tortious uses; (ii) release and hold harmless FLIR for any and all liability in connection with an End User's use of the Applications; (iii) limit any liability of FLIR in connection with an End User's use of the Applications in accordance with the exclusions and limitations of liability set forth below; and (iv) permit the termination of the License Agreement in the event FLIR withdraws its

approval of the App pursuant to this Section, or the expiration or termination of this Agreement.

5.2 Trademarks. FLIR may require Applications created using the SDK to display the FLIR logo (the “Logo”) by default. When displaying the FLIR Logo, the Logo must be displayed in the same manner in which the functionality of the FLIR SDK causes the Logo to be displayed, and Developer agrees not to modify, alter, cut-apart, or otherwise distort the Logo in any way. FLIR hereby grants to Developer, during the term and subject to the terms and conditions of this Agreement, a limited, terminable, revocable, non-exclusive, non-sublicensable, non-transferrable, royalty-free license to display the Logo as part of any App, but only in the manner in which the functionality of the FLIR SDK causes the Logo to be displayed on such Images. FLIR reserves the right to monitor and approve all use of the Logo by Developer hereunder, as determined by FLIR in its sole and absolute discretion. Other than as expressly set forth in this Section, no other right, title or interest is granted by FLIR in the Logo, or in any other FLIR trademarks, service marks, designs, or logos, and Developer shall not use the Logo or any other FLIR trademarks, service marks, designs, or logos except as expressly authorized by this Agreement.

6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. Developer shall not disclose or use FLIR’s Confidential Information (as defined below) except as provided in this Agreement. Developer may disclose Confidential Information to its agents or employees who have a need to know and who are bound in writing by confidentiality terms no less restrictive than those contained herein. Notwithstanding the foregoing, Confidential Information may be disclosed if required by law, provided, however, that Developer shall notify FLIR of such requirement immediately in writing and will reasonably cooperate with FLIR in obtaining a protective or similar order. “Confidential Information” means (a) the Software and related technology, algorithms, and information contained therein, including related trade secrets; and (b) any other information, including but not limited to product plans, designs, prices, non-published financial information, business opportunities, research, development, and know-how designated as confidential at the time of disclosure or that Developer should know is confidential. “Confidential Information” does not include information that (i) can be demonstrated by written records was in Developer’s possession prior to disclosure by FLIR; (ii) is or becomes publicly known or readily ascertainable without breach of this Agreement; (iii) is lawfully received by Developer from a third party without an obligation of confidentiality; (iv) is disclosed by FLIR to a third party without an obligation of confidentiality on the part of the third party; (v) is independently developed by Developer; or (vi) is disclosed by Developer with FLIR’s prior written consent

6.2 Return of Confidential Information. Upon FLIR’s written request, Developer shall promptly return or destroy all of FLIR’s Confidential Information.

7. FEEDBACK. Developer shall promptly report to FLIR all bugs, malfunctions or other defects discovered by Developer in connection with its use of the FLIR SDK, and Developer may further provide suggestions, comments or other feedback to FLIR based on such use of the FLIR SDK. All information regarding any bugs, malfunctions or defects and all such suggestions, comments or other feedback provided by Developer hereunder are herein referred to as “Feedback.” Developer acknowledges and agrees that FLIR shall be the sole and exclusive owner of all right, title and interest in the Feedback, including without limitation, all trade secrets, know-how, patents, copyrights or other Intellectual Property Rights embodied in the Feedback. Developer intends that the Feedback, including any part thereof, be deemed “works made for hire” of which FLIR shall be deemed the author. If for any reason any such Feedback is not deemed “works made for hire” or if for any reason ownership of the Feedback, including without limitation, all Intellectual Property Rights associated therewith, is not otherwise fully vested in FLIR as a result of such designation, Developer hereby irrevocably assigns to FLIR all of Developer’s right, title, and interest in and to any and all of such Feedback, whether arising from copyright, patent, trademark, trade secret, or any other intellectual property law or doctrine. If any right (including, without limitation, any moral right) in such Feedback cannot be assigned, Developer hereby waives enforcement anywhere in the world of such right against FLIR and exclusively and perpetually licenses such right to FLIR, its licensees, successors and assigns.

8. EXPORT RESTRICTIONS.

8.1 Export Restrictions. Developer acknowledges and agrees that the FLIR SDK may be subject to governmental export, import and/or use controls. Developer shall not export, re-export, import, use or transfer the FLIR SDK except in compliance with the laws and regulations of the countries and/or territories from which the FLIR SDK is being exported or to which the FLIR SDK is being imported. At a minimum, the FLIR SDK shall not be exported to: (i) any country subject to U.N. Security Council embargo or action; (ii) to countries subject to U.S. economic sanctions and embargoes; or (iii) to persons or entities prohibited from receiving U.S. exports or items or material originating from the U.S.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.

9.1 Disclaimer. FLIR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FLIR SDK, THE CONFIDENTIAL INFORMATION, AND/OR THE LOGO AND

DEVELOPER ACKNOWLEDGES AND AGREES THAT THE SAME IS BEING PROVIDED HEREUNDER “AS IS” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. THE FOREGOING PROVISIONS ARE IN LIEU OF ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NON-INFRINGEMENT), AND ALL SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. FLIR SHALL HAVE NO LIABILITY, WHETHER TO DEVELOPER OR TO DEVELOPER’S END USERS, ARISING OUT OF DEVELOPER’S USE OF THE FLIR SDK, THE CONFIDENTIAL INFORMATION, THE LOGO, AND/OR DEVELOPER’S APPLICATIONS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE.

9.2 Limitation of Liability. IN NO EVENT SHALL FLIR OR ITS LICENSORS BE LIABLE TO DEVELOPER, ANY END USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT DOWNTIME, EVEN IF FLIR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH ANY SUCH DAMAGES ARE SOUGHT. IN THE EVENT THAT ANY LIABILITY IS IMPOSED ON FLIR FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY FLIR BY REASON THEREOF SHALL NOT EXCEED THE TOTAL AMOUNT OF \$50 USD. Developer acknowledges that the foregoing limitations are an essential element of the Agreement between the parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

10. INDEMNITY.

10.1 Developer hereby agrees to defend, indemnify and hold harmless FLIR and its successors, Affiliates, and assigns, and their respective current and former officers, directors, members, stockholders, licensors, agents, employees, and attorneys (the “Indemnified Parties”) for, from, and against any and all Indemnified Claims. “Indemnified Claims” means any and all actions, allegations, causes of action, suits, proceedings, claims, demands, judgments, settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation FLIR’s reasonable attorneys’ fees and costs and those necessary to interpret or enforce this Section arising out of or relating to: (i) any breach by Developer of any provision of this Agreement, including without limitation, any representations, warranties or covenants set forth herein;

(ii) any misrepresentation, fraud, misconduct, or violation of applicable laws and regulations arising out of Developer’s or its representatives or agents’ acts or omissions relating to this Agreement and/or Developer’s use of the FLIR SDK; (iii) any negligent act or omission of Developer or its representatives or agents relating to this Agreement and/or Developer’s use of the FLIR SDK; (iv) any License Agreement between Developer and its End Users, including without limitation, any breach or violation by Developer thereof; (v) any tortious acts or other injury or damage to persons or property (including death) arising from or related to: (a) the misuse or unauthorized use of the Logo (or any other FLIR trademarks, service marks, designs or logos) or the FLIR SDK, or any portion thereof, include without limitation, any use of the FLIR SDK in violation of this Agreement; or (b) any Applications, or any products, service or content made available through such Applications; or (vi) the infringement, violation or misappropriation (including any allegations thereof) of any Intellectual Property Rights, including without limitation, any patent, design, industrial design, copyright, trade secret or trademark or other third party proprietary right of any kind to the extent based on: (a) the Applications or the use thereof, or the combination of the Applications with any other hardware, software, system, or service; (b) any product, service or content made available, or required to be made available through the Applications; or (c) Developer’s combination of the FLIR SDK or any portion thereof with any hardware, software, system, or service. Developer will defend the Indemnified Parties from any and all Indemnified Claims, will pay all reasonable attorneys’ and expert witness fees and costs relating to such defense, and will, except as otherwise set forth in this Section, take all actions and conduct all proceedings in connection with such defense as required to settle or defend such Indemnified Claims, including without limitation the employment of counsel reasonably satisfactory to FLIR.

10.2 FLIR will provide Developer with notice of any Indemnified Claims. At Developer’s expense, FLIR will provide reasonable cooperation to Developer in connection with the defense or settlement of any such Indemnified Claims. Developer may not settle any Indemnified Claims on FLIR’s behalf without first obtaining FLIR’s written permission. Notwithstanding this Section, FLIR will have the right to immediately assume sole responsibility and control over the defense of any such Indemnified Claims and Developer acknowledges and agrees that FLIR’s exercise of such responsibility and control shall not relieve Developer of its indemnity obligations set forth in this Section.

11. TERM AND TERMINATION.

11.1 Term. This Agreement shall commence as of the date Developer uses or clicks “I ACCEPT THE TERMS OF THIS LICENSE” (the “Effective Date”) and shall continue for a period of one (1) year unless earlier terminated in accordance with this Section.

11.2 Termination.

(i) This Agreement may be terminated by FLIR upon the breach by Developer of any other term, provision, covenant, representation or warranty set forth in this Agreement if the breach remains uncured for a period of ten (10) calendar days after the date FLIR provides notice thereof to Developer. This Agreement may be terminated by either party by providing sixty (60) days advance notice to the other party.

(ii) Upon the termination, expiration or cancellation of this Agreement, regardless of the cause (including, without limitation, termination by Developer), all rights granted to Developer hereunder, including without limitation the License, shall immediately and automatically cease and Developer shall: (a) cease all use of and/or access to the FLIR SDK; (b) return to FLIR or destroy, at FLIR's option and at Developer's expense, the FLIR SDK; (c) remove the App from iTunes and/or the App Store; (d) terminate any then current License Agreements for the App with its End Users; and (e) certify in writing to FLIR that Developer has taken the actions required in this Section. Developer shall have no right to use, license, and/or distribute any Applications following the termination and/or expiration of this Agreement. Provisions of this Agreement that by their terms, nature or context are intended by the parties to survive the termination, expiration or cancellation of this Agreement shall do so.

12. GENERAL PROVISIONS.

12.1 **Entire Agreement.** This Agreement represents the entire understanding of the parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto. No modification, alteration, waiver, or change in any of the terms of this Agreement shall be valid or binding upon the parties unless made in writing and executed by each of the parties. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Neither this Agreement nor any interest herein is assignable by Developer without the prior written consent of FLIR. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the parties hereto. It is understood and agreed that Developer is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of FLIR for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to Developer any right or authority to assume or

to create any obligation or responsibility for, on behalf of, or in the name of FLIR, or to bind FLIR in any way or manner whatsoever. This Agreement shall be controlled by and construed under the laws of the State of Oregon, USA (excluding its conflicts of laws principles) and not under the United Nations Convention on Contracts for the International Sales of Goods. The parties hereby expressly agree to the personal jurisdiction of such courts over them and waive any claim that such forum is an inconvenient forum. The parties do not intend to confer any right on any third party.

12.2 **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid overnight courier, sent by certified or registered mail, or sent by email or by facsimile transmission. Notices to Developer will be sent to the email or address on file with FLIR. Notices to FLIR must be sent to the address set forth below by prepaid overnight courier or certified mail:

FLIR Systems Inc.
Attention: General Counsel
27700 SW Parkway Ave
Wilsonville, Oregon 97070