



## END-USER LICENSE AGREEMENT FOR LUCID VISION™ SDK

### IMPORTANT, PLEASE READ CAREFULLY

THIS IS A CONTRACT. BY INSTALLING THIS SDK YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This End-User License Agreement ("EULA") is a legal agreement between you ("you" or "Licensee") and Lucid Vision Labs, Inc. ("Lucid"), which governs your use of its Software Development Kit ("SDK") that will be installed on your system. The term "SDK" shall also include any upgrades, modified versions or updates of the SDK licensed to you by Lucid. By clicking the "Agree" button or checking the "Agree" box, you accept this EULA and accept that you are legally bound by its terms. If you do not agree to the terms of this EULA, Lucid will not and does not license the SDK to you and you must not download or install the SDK.

### TERMS AND CONDITIONS

#### 1. Ownership and Intellectual Property

The SDK, the materials associated therewith and any copies thereof are the intellectual property of and are owned by Lucid and are protected by law, including without limitation the copyright laws of Canada, the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in the SDK, the materials associated therewith and any copies thereof and all rights not expressly granted are reserved by Lucid. The structure, organization and source code of the SDK are the valuable trade secrets and confidential information of Lucid and may not be disclosed to others without the express written authorization of Lucid. You may be held legally responsible for any intellectual property right infringement that is caused or encouraged by your failure to abide by the terms of this Agreement. Nothing in this Agreement requires Lucid to provide you with the source code to the SDK.

#### 2. Grant of License

Lucid grants you the following rights provided that you comply with all terms and conditions of this EULA. Lucid hereby grants you a personal, nonexclusive, nontransferable, nonassignable, nonsublicenseable license (the "License") to install and use the SDK for implementation on computers at your premise or at other locations, subject to the terms and conditions of this Agreement, provided

that you take reasonable steps to restrict use of the SDK to you and members of your organization only. You shall use the SDK exclusively to support the Lucid hardware, including the right to (i) use, modify, and incorporate all or portions of the source code, runtime library files, and/or documentation files that may be included in the unmodified SDK into your own programs to support the Lucid hardware exclusively, provided that no license is granted herein under any patents that may be infringed by your modifications, derivative works or by other works in which any portion of the SDK may be incorporated; (ii) distribute the source code in object code format only as substantially modified or only as part of your user programs to support the Lucid hardware exclusively; and (iii) distribute the runtime library files in their original form to support the Lucid hardware exclusively. Any use of the SDK outside of the conditions set forth herein is strictly prohibited and will be deemed a breach of this Agreement resulting in immediate termination of your License. Lucid will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all SDK.

### 3. Restrictions

#### YOU MAY NOT

- (a) make any copies of the SDK and materials associated therewith except as expressly permitted in accordance with Section 2 of this EULA;
- (b) distribute copies of the SDK and materials associated therewith to others;
- (c) remove any intellectual property right notices;
- (d) rent, lease or sublicense the SDK to others;
- (e) modify, adapt, translate or create derivative works of the SDK; or
- (f) reverse engineer, disassemble, decompile or otherwise attempt to discover the source of code of the SDK, unless such activity is expressly permitted by applicable law notwithstanding this limitation, it is essential to do so in order to achieve operability of the SDK with another software program, and you have first requested Lucid to provide the information necessary to achieve such operability and Lucid has not made such information available to you within **[30 days]** of your request. Lucid has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any such information supplied by Lucid and any information obtained by you may only be used by you for the purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the SDK.
- (g) assign this Agreement or any of your rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of Lucid. Lucid may assign this Agreement and its rights and obligations without your consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns.

#### **4. Transfer**

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#### **5. Warranty**

THE SDK IS BEING DELIVERED TO YOU AS IS AND LUCID MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. LUCID AND ITS DISTRIBUTORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SDK OR DOCUMENTATION. LUCID AND ITS DISTRIBUTORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### **6. Limitation of Liability**

IN NO EVENT WILL LUCID OR ITS DISTRIBUTORS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF A LUCID REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. LUCID' AGGREGATE LIABILITY AND THAT OF ITS DISTRIBUTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SDK, IF ANY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION.

#### **7. Term**

This Agreement will become effective upon your acceptance and continues for 30 days (trial version only) or until you cease to use the SDK. However, Lucid may terminate this Agreement without notice if you breach any of its provisions. Upon termination, the License will also terminate and you shall cease use and destroy or erase from your computer system all copies of the SDK.

#### **8. Third-Party Applications (consider)**

Certain third party applications may be included with, or downloaded with this SDK. Lucid makes no representations whatsoever about any of these applications. Since Lucid has no control over such applications, you acknowledge and agree that Lucid is not responsible for such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and

that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. You agree that Lucid shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any such third party content, products, or services available on or through any such application. You acknowledge and agree that the use of any third-party application is governed by such third party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application provider's privacy policy, if such a policy exists. LUCID DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY APPLICATION PROVIDER. LUCID EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD PARTY APPLICATION PROVIDER.

#### **9. Injunctive Relief**

You acknowledge that, in the event you breach any provision of this Agreement, Lucid will not have an adequate remedy in money or damages. Lucid shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting bond. Lucid's right to obtain injunctive relief shall not limit its right to seek further remedies.

#### **10. Modification**

No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

#### **11. U.S. Government End Users Restricted Rights**

This provision only applies to U.S. Government end users. The SDK is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the SDK is distributed and licensed to U.S. Government end users (a)

only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

## **12. Governing Law and General Provisions**

This Agreement will be governed by and construed in accordance with the substantive laws in force in the Province of British Columbia, Canada and you irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada in the event of any proceeding or dispute under this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You may not export or re-export the SDK or any copy or adaptation thereof in violation of any applicable laws or regulations. The provisions of Sections 1, 3, 5 and 6 shall survive the termination of this Agreement, howsoever caused, but this shall not imply or create any continued right to use the SDK after termination of this Agreement. This License constitutes the entire agreement between the parties with respect to the SDK and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by an authorized officer of Lucid. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.