

KONTRON CANADA INC.
LICENSE AGREEMENT

This License Agreement (“Agreement”) is a legal agreement between you and Kontron Canada Inc. (“Kontron”) that governs your use of any software installed on or made available by Kontron for use with the Kontron products (“Products”) that is not otherwise subject to a separate license agreement between you and Kontron or its suppliers. By using the software that is embedded in the Products, you agree to the terms of this Agreement. If you do not agree to the terms of the Agreement, neither you nor the entity may use the Product and it may be returned to Kontron for a refund within thirty (30) days of the date you acquired the Product. Your right to return and refund applies only if you are the original end user licensee of the Product.

1. Grant of license

Subject to the terms of this Agreement, Kontron grants to you a nonexclusive, nontransferable (except as defined herein), worldwide, license to:

- 1.1 use, market, distribute and ship the object code versions of any software (i.e. a machine-readable form of the software) as installed, integrated, embedded or otherwise incorporated in the Products (“Software”);
- 1.2 use, copy and distribute any documentation which may accompany any of the Software (“Documentation”).

You shall not use the Software separate from the Products. If you are not the final end-user of the Products, you shall transfer your rights in the Software (and related Documentation) to your end-user for use in accordance with the terms of this Agreement, provided such end-user agrees to be fully bound by the terms hereof. You agree that you are liable for any breach of this Agreement by that third party.

You shall not otherwise assign, sublicense, lease, or in any other way transfer or disclose Software to any third party. You shall not modify, adapt or create derivative works of the Software or the Documentation. You shall not reverse-compile, disassemble, decompile or otherwise reverse-engineer the Software.

You may use the Software in conjunction with third party software (either proprietary or open source) but consequently this Agreement remains applicable to the Software portion and you will be liable for the added

software or open source software and for the resulting product.

2. Third Party Software

You acknowledge that the Software may contain copyrighted software of third parties which are obtained under a license from such parties (“Third Party Software”). All third party licensors retain all right, title and interest in and to such Third Party Software and all copies thereof, including all copyright and other intellectual property rights. Your use of any Third Party Software shall be subject to, and you shall comply with the terms and conditions of this Agreement and the applicable restrictions such as but not limited to the Section 1 of this Agreement and any other terms and conditions set forth in any Third Party Software documentation or printed materials, as the case may be.

3. Open source components

The Software may use or include one or more of open source software components. The open source software is not subject to the terms and conditions of this Agreement but is licensed under the terms of the end user license that accompanies such open source software.

4. Title

You acknowledge and agree that the Software belongs to Kontron or its licensors. You agree that you neither own nor hereby acquire any claim or right of ownership to the Software and Documentation or to any related patents, copyrights, trademarks or other intellectual property, including all modifications and derivative works of any of the foregoing.

5. Audit

Kontron shall have the right to inspect or have an independent auditor inspect your relevant records to verify your compliance with the terms and conditions of this Agreement.

6. Copyright notices

You will not remove, modify or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the

Software or Documentation. Also, certain portions of the Software are based on source code copyrighted by third parties as mentioned in Section 2. These portions are clearly marked and are copied with permission. You shall preserve such copyright notices contained in the Software.

7. Confidentiality

Confidential Information shall mean the Product, Software and Documentation and all other information disclosed to you that Kontron characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Kontron. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. The foregoing obligations shall survive any termination or expiration of this Agreement.

8. Support

Kontron may make changes to the Software, or to items referenced therein, at any time without notice, but is not obligated to support, update or provide training for the Software. Kontron may in its sole discretion offer such services under separate terms at Kontron's then-current rates. You may request additional information on Kontron's service offerings from a Kontron sales representative. You agree to be solely responsible to your end users for any update or support obligation or other liability which may arise.

9. Warranty disclaimer

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. Kontron does not warrant

or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software.

10. Limitation of liability

In no event shall Kontron or its suppliers be liable for any consequential, indirect, incidental or punitive damages whatsoever (including, without limitation, to lost profits, business interruption, or lost information) arising out of the use of or inability to use the Software, even if Kontron has been advised of the possibility of such damages. Notwithstanding any damages that you might incur, the entire liability of Kontron and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall not exceed the amount of the license fees you paid for the software giving rise to the claim. This limitation of liability for Software is cumulative and not per incident.

11. Termination of this agreement

This Agreement shall remain effective until terminated under this Section. Kontron may terminate this Agreement immediately, upon notice from Kontron, if you violate its terms. Upon termination of this Agreement for any reason: (a) all licenses granted by Kontron shall immediately terminate, except for licenses that you have previously distributed to your end users pursuant to the license grant above; (b) you shall immediately discontinue use of the applicable Software and Products; (c) you shall destroy all copies of the Software and Documentation in your possession, custody or control; and (d) if requested, you shall certify to Kontron in writing that such return or destruction has occurred.

12. Applicable laws

Any claims arising under or relating to this Agreement shall be governed by the laws in force in the province of Québec, Canada, without regard to principles of conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of Montreal (Québec), Canada for all disputes and litigation arising under or relating to this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13. Export Regulations / Export Control

The Product and the Software and related technology

are subject to export or import regulations. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product and the Software, as may be required.

14. Assignment

Except as indicated in Section 1, you may not delegate, assign or transfer this Agreement, the license(s) granted or any of your rights or duties hereunder, expressly, by implication, by operation of law, by way of merger (regardless of whether you are the surviving entity) or acquisition, or otherwise and any attempt to do so, without Kontron's express prior written consent, shall be null and void. Kontron may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

15. Entire Agreement

The terms and conditions of this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior, contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties hereto shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided for herein.

16. Severability

If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

17. Waiver

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.