

LabSocket End User License Agreement

The LabSocket software (the “Software ”) is a LabVIEW Add-on package developed by Bergmans Mechatronics LLC (BML).

By installing and using the Software you agree to be bound by the following eight (8) terms and those defined in Appendix A.

1. The Software may only be installed on one (1) physical platform. Executable applications and real-time applications that incorporate the Software may be deployed simultaneously on an unlimited number of platforms.
2. BML, its service providers and distributors will not be liable for any damages caused by the use of the Software.
3. For customers who have purchased a commercial license for the Software, BML warrants that for a period of at least ninety (90) days following the purchase date, the Software will perform substantially in accordance with the product documentation. In the case that the customer is based in a jurisdiction that does not allow limitations on a warranty, this warranty will be limited to the minimum period allowed by law. No warranty is provided for customers using the system in evaluation mode.
4. BML’s only obligation under the warranty described in Item 3 is to either, at BML’s option: i) return the purchase price of the Software; or, ii) replace or modify the Software. In case (i), the customer shall destroy all copies of the Software in accordance with instructions provided by BML.
5. No other warranties other than those described in Items 3 and 4 above are expressed or implied with respect to the Software.
6. Purchase of a license does not include the transfer of ownership of any intellectual property.
7. Reverse engineering of the Software is prohibited.
8. The Software is not to be exported to Cuba, Iran, North Korea, Sudan, or Syria; or, to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Denied Persons List.

Appendix A

National Instruments Software Restrictions and Application Deployment Terms

The following two (2) sections apply to National Instruments' Software ("SOFTWARE") used by the LabSocket System:

1. Restrictions. You may not: (i) reverse engineer, decompile, or disassemble the SOFTWARE (except to the extent such foregoing restriction is expressly prohibited by applicable law); (ii) use the SOFTWARE to gain access to unencrypted data in a manner that defeats the digital content protection provided in the SOFTWARE; (iii) sub-license, lease, lend, or rent the SOFTWARE; (iv) (other than as expressly permitted under this Agreement) disclose in whole or in part, distribute in whole or part, modify, or create derivatives of the SOFTWARE or distribute or publish applications created with the SOFTWARE; (v) use the Scripting functionality to create applications which perform the functionality of an editor for a graphical programming environment; (vi) use any H.264/MPEG-4 AVC and/or VC-1 technology or codecs included in or with Microsoft Silverlight software which may be provided by NI as Third Party Software, including for the purpose of encoding or decoding video in compliance with, or making use of, the H.264/AVC visual standard or the VC-1 video standard; (vii) take any action that results in any of the SOFTWARE being subject to an Excluded License; or (viii) directly or indirectly, export, re-export, download, transmit, or ship the SOFTWARE in violation of Section 21.D of the "National Instruments Software License Agreement". or otherwise in violation of any applicable laws or regulations, including those of the U.S., the European Union or the jurisdiction in which you use or are downloading the SOFTWARE. Further, all uses of the SOFTWARE shall be in accordance with the applicable documentation that accompanies the SOFTWARE and not in any manner intended to (or that) circumvents such documentation or the intent of this Agreement. Except as expressly permitted in Section 2 of the "National Instruments Software License Agreement", under no circumstance is "floating," shared, or concurrent use permitted under this Agreement. Further, if you have acquired a computer based NI TestStand Development System License or NI TestStand Custom Sequence Editor License, you may not remotely access the SOFTWARE. If you have acquired a named user NI TestStand Development System License or NI TestStand Custom Sequence Editor License, only the then current Named User may remotely access the SOFTWARE.

Additionally, the use of the SOFTWARE is intended only for use with content owned by the user, public domain content or properly licensed content. You may require a patent, copyright, or other license from a third party to create, copy, download, record or save content files for use with this SOFTWARE or to serve or distribute such files to be used with the SOFTWARE. You agree that you shall

only use the SOFTWARE and documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the SOFTWARE and documentation, including applicable restrictions concerning copyright and other intellectual property rights. You may not use the SOFTWARE in an attempt to, or in conjunction with, any device, program or service designed to, circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2. Application Deployment. You may distribute, deploy or otherwise make available Authorized Applications (along with applicable runtime engines for the SOFTWARE and applicable Driver Interface Software that you may include as part of or together with your Authorized Applications; and along with the Microsoft Silverlight software which may be provided by NI as Third Party Software if the Authorized Application is one created using such Microsoft Silverlight software) provided that you comply with the following Deployment and Distribution Requirements.

- (1.) You include the following copyright notice "Copyright © [insert year] National Instruments Corporation. All Rights Reserved." in the Authorized Application's About Box (if applicable) and in (i) any applicable written documentation or, (ii) if no such documentation exists, in a "read me" or other .txt file distributed with each copy of the Authorized Application; (you may instead, or in addition, include your own copyright notice with the notice(s) required above, but in no event may you remove or alter any copyright, patent, trademark, or other legal notices or disclaimers that exist in the SOFTWARE; and, with respect to any runtime engines for the SOFTWARE and any Driver Interface Software that you may include as part of or together with your Authorized Application, your copyright notice shall be understood as protecting NI's copyrights in the SOFTWARE and shall not be understood as meaning that you have any copyright in or with respect to any SOFTWARE);
- (2.) You do not use NI's name, logo, or trademarks to market your Authorized Application without NI's express prior written permission;
- (3.) You shall indemnify, hold harmless, and defend NI from and against any and all claims, demands, lawsuits, liabilities, losses, damages, costs and expenses, including attorneys' fees, that arise or result from the use or distribution of your Authorized Application, AND EVEN IF DUE IN PART TO NI'S CONCURRENT NEGLIGENCE OR OTHER FAULT OR STRICT LIABILITY WITHOUT REGARD TO FAULT; PROVIDED, HOWEVER, THAT YOUR CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES OR INJURIES OR THE SETTLEMENT AMOUNT ATTRIBUTABLE TO NI'S NEGLIGENCE OR OTHER FAULT OR TO STRICT LIABILITY IMPOSED UPON NI AS A MATTER OF LAW;
- (4.) You conform to all of the requirements of the Third Party Software license

agreements provided with the SOFTWARE, including complying with any provisions in the Third Party Software licenses regarding copyright notices;

- (5.) The Authorized Application is not and will not consist of or include any malicious, deceptive, or unlawful programs; and
- (6.) a. If you distribute to any third parties your Authorized Application with any run-time engine for the SOFTWARE or Driver Interface Software, you either pass through to your end users this Agreement, or license the Authorized Application and any run-time engine for the SOFTWARE and Driver Interface Software distributed with the Authorized Application, subject to your own license agreement that is substantially in accordance with this Agreement and with at least the following provisions: (i) a disclaimer of implied warranties and consequential damages in favor of you and your licensors; (ii) a restricted rights provision substantially similar to the Section of this Agreement entitled "U.S. Government Rights"; and (iii) restrictions against (a) reverse engineering, decompiling, or disassembling the SOFTWARE (except to the extent such foregoing restriction is expressly prohibited by applicable law); (b) sub-licensing, leasing, lending or renting the SOFTWARE; (c) distributing in whole or in part, modifying, or creating derivatives of the SOFTWARE; (d) using any H.264/MPEG-4 AVC and/or VC-1 technology or codecs included in or with Microsoft Silverlight software which may be provided by NI as Third Party Software, including for the purpose of encoding or decoding video in compliance with, or making use of, the H.264/AVC visual standard or the VC-1 video standard; (e) taking any action that results in any SOFTWARE being subject to an Excluded License; (f) directly or indirectly, exporting, re-exporting, downloading, transmitting or shipping the SOFTWARE in violation of Section 21.D. of the "National Instruments Software License Agreement" or otherwise in violation of any applicable laws or regulations, including those of the U.S., the European Union or the jurisdiction in which the SOFTWARE is used or downloaded; and (g) (if your Authorized Application enables the use of Scripting) using the Scripting functionality to create applications which perform the functionality of an editor for a graphical programming environment; and b. If you distribute to any third parties your Authorized Application with Microsoft Silverlight software which may be provided by NI as Third Party Software, then, in addition to complying with the other requirements of this Section 2. A. (6.), (i) you use the installer builder tool provided by NI with the SOFTWARE to create an installer for your Authorized Application and you include the installer that NI provides for the Microsoft Silverlight software in the installer for your Authorized Application, or you distribute your Authorized Application with the installer that NI provides at the following URL:
<http://digital.ni.com/express.nsf/bycode/InstallerForMicrosoftSilverlight>, and, in either case, you do not modify the installer that NI provides or the

installer experience (including display of the Microsoft Silverlight End User License Agreement and Privacy Statement); (ii) you provide the "Notice About the H.264/AVC Visual Standard and The VC-1 Video Standard" found in the Third Party Software license agreement for the Microsoft Silverlight software to such third parties, and ensure that such Notice is provided to others who may receive a copy of your Authorized Application with the Microsoft Silverlight software (such notice automatically being installed via the installer that NI provides for the Microsoft Silverlight software as described in Section 2. A. (6.) b. (i)); and (iii) after 30 days of being notified by NI of a Critical Update to the Microsoft Silverlight software, any new version of your Authorized Application must contain the updated version of the Microsoft Silverlight software.