FIRMWARE LICENSE AGREEMENT

License version 1.5

This Firmware License Agreement ("**AGREEMENT**") is made BY AND BETWEEN:

<u>The licensor LYNRED,</u>

a company organized and existing under the laws of France, having its registered offices at Avenue de la Vauve - CS 20018, 91127 Palaiseau, France, (the "**Licensor**")

and

<u>The Licensee</u> (as defined below).

The Licensor and the Licensee are individually designed as a "**Party**" and collectively by the "**Parties**".

<u>WHEREAS</u>:

Licensor has loan or bought a product composed by an infrared detector ("**LYNRED ATI Hardware**") that integrates a firmware allowing image correction ("**LYNRED ATI Firmware**"), together being designated by "**LYNRED Product**".

This AGREEMENT is a binding agreement by which the Licensor grants to the Licensee a right to use the LYNRED ATI Firmware for purpose of running the LYNRED Product, subject to strict compliance with the term and conditions of this AGREEMENT.

1. DEFINITION

When used in the present AGREEMENT, the following words and expressions, beginning with a capital letter, have the following respective meanings:

Confidential Information means the information defined under Article 4 herein ;

Disclosing Party means the Party which divulgates its own Confidential information to the other Party under the AGREEMENT ;

Effective Date means the date when the AGREEMENT comes into force, as described under article 4 of the AGREEMENT ;

Intellectual Property Rights means patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyrights (including software copyright, database law), trademarks, trade names, logos or other words or symbols and any other form of statutory protection of any kind and applications for any of the foregoing ;

Licensee means the legal entity which has identified in a purchase order for LYNRED Product in accordance with "LYNRED GENERAL TERMS AND CONDITIONS OF SALE" referenced in the purchase order.

License Term means the agreed validity period of the AGREEMENT, during which time the Licensee is entitled to use the LYNRED ATI Firmware, as set forth in this AGREEMENT ;

LYNRED ATI Firmware means the Software embedded into the LYNRED Product as further detailed in **Appendix 1**.

Receiving Party means the Party which receives the Confidential Information from the Disclosing Party under the AGREEMENT.

Software means any computer program, generally evolving, which, in whatever form and regardless of the mode of distribution, is composed of elements such as codes, data, algorithms, instructions, processes and rules to enable the operation of any information processing. Documentation and preparatory design materials are an integral part of the Software.

2. OWNERSHIP

The Intellectual Property Rights attached to the LYNRED ATI Firmware are and remains vested exclusively to the Licensor.

3. RIGHTS AND CONDITIONS OF USE

3.1 Subject to the AGREEMENT, the Licensor grants to Licensee a non-transferable (except if otherwise agreed between the Parties and upon conditions under section 3.5 of this Agreement), worldwide, non-exclusive license, valid for the License Term, to use the LYNRED ATI Firmware for the sole and exclusive purposes of running LYNRED ATI Hardware without other compensation than the payment of the LYNRED Product' price according to LYNRED GENERAL TERMS AND CONDITIONS OF SALE.

Any use of the LYNRED ATI Firmware beyond the provisions of this AGREEMENT is strictly prohibited and requires additional rights to be explicitly granted by the Licensor to the Licensee. Also, any use of the LYNRED ATI Firmware will be deemed to have been made by the Licensee, unless otherwise proven by the Licensee.

3.2 The Licensee shall not make any other use of the LYNRED ATI Firmware than for those granted here before in Article 3.1, and shall specifically not:

i) disclose or otherwise make available or accessible the LYNRED ATI Firmware and the Software embedded into the LYNRED ATI Firmware to any third party ; AND

ii) reverse-engineer, uninstall, modify or otherwise prepare derivative works of the LYNRED ATI Firmware or any item (without limitation any algorithm, code, and generally any Software) embedded in the LYNRED Product ; AND

iii) use the LYNRED ATI Firmware at the expiry of the License Term ; AND

iv) use the LYNRED ATI Firmware and more specifically the Software embedded otherwise than in combination with the LYNRED Hardware.

3.3 Licensee shall not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the LYNRED ATI Firmware. Also, Licensee shall not use the Licensor's names, logos, or trademarks, without their prior and written consent.

3.4 Licensee shall not grant a third party to the right to, attempt or allow a third party to conduct or attempt to conduct any of the above.

3.5 In the event of transfer of LYNRED Product, Licensee undertakes to enforce the terms and conditions of this AGREEMENT with his own sub-licensees. Any other transfer is void and automatically terminates this AGREEMENT.

4. FEEDBACK

Should Licensee provides to Licensor suggestions, feature requests or other feedback regarding one or more Software embedded in the LYNRED ATI Firmware and LYNRED ATI Hardware, and generally all possible enhancements or modifications to the LYNRED Product ("Feedback"), Licensee hereby grants LYNRED and its affiliates a royalty free, perpetual, non-exclusive, worldwide, irrevocable right to use, reproduce, modify, license, sublicense, and distribute by any means the Feedback.

5. CONFIDENTIALITY

Any data provided and related to the LYNRED ATI Firmware regardless of whether in oral, written or electronic form, and any data provided by one of the Parties to the other whether in oral, written or electronic form whether or not marked or confirmed as being "confidential" shall be considered as confidential (the "Confidential Information"). The Receiving Party is not authorized to communicate or divulgate Confidential

Information through any means to third parties. The Receiving Party shall only disclose Confidential Information to employees on a need to know basis, and shall cause its employees to : (i) maintain any and all Confidential Information in confidence ; and (ii) not reverse compile, reverse engine, disassemble or reproduce disclose the Confidential Information to a third party without the Disclosing Party's prior written approval. Receiving Party shall take reasonable measures to protect the Confidential Information of the Disclosing Party, which measures shall not be less than the measures taken by such Party to protect its own confidential and proprietary information.

Such data shall not be considered as Confidential information if the data:

i) has become or becomes available in the public domain prior to, or after its date the disclosure thereof ; AND/OR

ii) is already known or independently developed by the Receiving Party in good faith prior to its disclosure, as evidenced by written documentation in the files ; AND/OR

iii) has been lawfully received from a third party having the right to disclose it without restriction and without breach ;

The Receiving Party could be authorized to disclose Confidential Information if the said Party is legally compelled by law, regulation or Court Order or administrative body to disclose a Confidential Information, providing that it shall inform without delay the Disclosing Party and in any case disclose only the part of Confidential Information required by such authority and take any means to insure that the information are treat as confidential.

The Receiving Party undertakes not to claim, not to file directly or indirectly through a third party, any patent application or intellectual property protection based on the Confidential Information or elements to which Confidential Information refers, and undertakes not to use it directly or indirectly in its know-how or for its own intellectual property rights.

Any obligation of this clause 5 herein shall remain in force and effect for five (5) years after the expiration of the AGREEMENT for any reason whatsoever.

6. DISCLAIMER OF WARRANTY AND LIMITED LIABILITY

Notwithstanding anything to the contrary in the LYNRED GENERAL TERMS AND CONDITIONS OF SALE applying to the purchase order for the LYNRED Products, the following applies for the purpose of this AGREEMENT :

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR, ITS SUPPLIERS AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT WITH REGARD TO THE LYNRED ATI FIRMWARE. THE LICENSOR DOES NOT WARRANT THAT THE LYNRED ATI FIRMWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED.

6.2 Notwithstanding the foregoing, the Licensor may, from time to time, provide an upgraded version of the LYNRED ATI Firmware. For the sake of clarity, a release or version of the LYNRED ATI Firmware which (i) contains enhancements and new features and

(ii) entails a change to the first digit of the LYNRED ATI Firmware version number is an upgraded version of the LYNRED ATI Firmware (the "**Upgrades**"). In the event Upgrades are provided to the Licensee, they shall be deemed as governed by the AGREEMENT herein, what is agreed by the Licensee without reserve. In case the Licensee is facing an error, it may contact the Licensor who may, at its own and sole discretion, decide to provide a correction aiming at fixing the error.

6.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, THE LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR THE USE OR THE PERFORMANCE OF THE LYNRED ATI FIRMWARE INCLUDING BUT NOT LIMITED TO ANY LIABILITY IN CONTRACT, TORT, OR OTHERWISE, WHATEVER THE CAUSE THEREOF, LIABILITY FOR ANY LOSS OF PROFIT, LOSS OF DATA, BUSINESS OR GOODWILL OR ANY DIRECT, INDIRECT, SPECIAL, MATERIAL, IMMATERIAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING IN CASE OF CLAIM WITH RESPECT TO THIRD PARTY IP RIGHTS. IN NO EVENT THE LIABILITY OF LICENSOR, ITS LICENSORS' OR THEIR RESPECTIVE DIRECTORS', OFFICERS' OR EMPLOYEES', IN AGGREGATE FOR ALL CLAIMS MADE AGAINST LICENSOR IN CONTRACT TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT INCLUDING CLAIM WITH RESPECT TO THIRD IP RIGHTS SHALL BE GREATER THAN ONE (1) EURO. LICENSEE AKNOWLEDGE THAT THESE LIMITATIONS ARE REASONABLE, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY IN ANY CASE OF LIABILITY.

The disclaimers, exclusions and limitations of liability set forth in this AGREEMENT form an essential basis of the bargain between the Parties, and, absent any such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

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7. LICENSE TERM

7.1 This AGREEMENT shall enter into force from the day of purchase order for the LYNRED Product has been accepted by LYNRED (the "**Effective Date**").

7.2 The AGREEMENT shall continue for the LYNRED Product's lifetime, except in case one of the following events occurs:
i) judicial protection proceedings, receivership or compulsory liquidation of the Licensee ; AND/OR
ii) upon thirty (30) days prior written notice in case the Licensee violates any of its obligations under the AGREEMENT, and fails to remedy such breach within such notice period ; AND/OR
iii) in case the Licensee refuses by writing a change of the AGREEMENT herein, following article 9.2 of this AGREEMENT.

In such above cases, the AGREEMENT shall terminate from the date of their occurrence.

In any cases, the Licensee shall immediately discontinue the use of the LYNRED ATI Firmware from the termination of the AGREEMENT and is able to certify this by writing (at the Licensor request).

7.3 In the event that the Licensee fails to comply with this AGREEMENT and/or is in breach of the article 3 above, the Licensor shall therefore, be entitled:

i) to claim liquidated damages to jurisdiction as set forth below whose amount shall reflect the development costs of the LYNRED ATI Firmware, direct and indirect losses estimated by LYNRED of this non-compliance ; AND

ii) to obtain the specific performance of Licensee's obligations hereunder by immediate injunctive relief as may be.

8. APPLICABLE LAW AND JURISDICTION

This AGREEMENT is governed and construed in accordance with the laws of France, without regard to its conflict of law's provisions. Any disputes arising out of this AGREEMENT shall be resolved by the jurisdiction of Paris, France. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically disclaimed.

9. MISCELLANEOUS

9.1 This AGREEMENT and any exhibits constitutes the entire agreement of the Parties with respect to its subject matter and supersede all prior negotiations, conversations, or discussions between the parties relating to this subject matter. Any additional and/or conflicting terms on documents issued by Licensee are null, void, and invalid. Any amendment or waiver under this AGREEMENT proposed by the Licensee shall be in writing and signed by representatives of both Parties.

9.2 This AGREEMENT may be changed from time to time. The Licensee will be informed prior such changes. In case the Licensee refuses the new version of the AGREEMENT within fifteen (15) business days, AGREEMENT will be terminated, and the Licensee shall stop using the LYNRED ATI Firmware.

9.3 Should any part or provision of this AGREEMENT be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected and shall continue to be valid and may be enforced to the fullest extent permitted by law and the Parties agree in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond with the legal and economic contents of the provision(s) so voided.

9.4 Licensor and Licensee shall perform their obligations under this AGREEMENT as independent contractors, and nothing contained in this AGREEMENT shall be construed to create or imply a joint venture, partnership, and principal-agent or employment relationship between the Parties. Neither Party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other Party and shall have no power or authority to bind the other Party to assume or create any obligation or responsibility express or implied on the other Party's behalf or in its name, nor shall such Party represent to any one that it has such power or authority.

9.5 Either Party's failure to exercise any right under this AGREEMENT shall not constitute a waiver of any other terms or conditions of these AGREEMENT with respect to any other subsequent breach, nor a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of these AGREEMENT.

9.6 Neither party shall make any announcement nor does press release regarding this AGREEMENT or any terms thereof without the other Party's prior written consent.

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APPENDIX 1 : SOFTWARE CONTAINED WITHIN THE LYNRED ATI FIRMWARE

LYNRED ATI Firmware is composed of:

Licensed Software name	Licensed Software Description
AGC	Regulates GSK and Tint camera parameters in order to optimize the dynamic of the image and to avoid a too big proportion of too-low and too-high intensity pixels
Bad pixel replacement	Detects non-operational pixels, on a criterion of non-uniformity with neighbourhood when looking at a uniform scene; this step is usually done in a calibration stage
Shutterless 2ref	Applies a 2-points correction on the input image, using an image of offset and an image of response calculated in a prior calibration stage
Destrippping	reduction du bruit colonnaire
Flare	reduction du bruit basse fréquence spatial
Denoising spatial	Removes vertical stripes generated by the column noise intrinsic to the sensor hardware
Tone-Mapping	piecewise linear transformation, normalization over three ranges of values
EvolPel	New bad pixels may appear in the lifetime of the sensor, or at specific temperatures. This step detects these new bad pixels from non-uniformity corrected images, and enriches the initial bad pixel map with them. This task is typically done in background during pipe execution

These are proprietary Software owned by LYNRED. Some of this software has been registered and are protected by French intellectual property law.