

Camera Link HS IP CORE SOLUTION License Agreement

THIS LICENSE AGREEMENT is made effective as of **XXXX** (the “**Effective Date**”).

BETWEEN:

AIA

– and –

XXXX (the “**Licensee**”)

For the Camera Link HS IP CORE SOLUTION (check the appropriate item):

- X Protocol**
- M Protocol**

Whereas AIA owns all proprietary rights, title and interest in certain IP CORE (as further described and defined on Schedule “A”, the “**IP CORE SOLUTION**”) and the Licensee wishes to license the **IP CORE SOLUTION** from AIA according to the terms and conditions contained in this License Agreement, now therefore in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PARTIES hereto agree as follows:

For the purposes of this Agreement, unless the context otherwise requires:

“**AGREEMENT**” shall mean this document signed by AIA and Licensee as well as any other documents incorporated by reference into this **AGREEMENT**

“**AIA**” shall mean the industry trade association known as AIA (a dba of the not-for-profit corporation Association for Advancing Automation)

“**BINARY**” shall mean a translation of the human readable **SOURCE** format into a machine useable format which is not human readable.

“**Camera Link HS™**” or “**CLHS™**” is a protocol developed by a committee sponsored by the AIA

“INTELLECTUAL PROPERTY” shall mean all discoveries, inventions and improvements conceived and first reduced to practices, as those terms are used before the United States patent office. INTELLECTUAL PROPERTY shall include proprietary technology, patents, trade secrets, trademarks and copy right and intellectual property. The INTELLECTUAL PROPERTY includes the techniques, methods and definitions involved in the Camera Link HS camera/frame grabber communication technology and a reference design implementation to facilitate adoption.

“PARTIES” shall mean AIA with its head office in Ann Arbor, Michigan, USA and XXXX of XXXX. AIA and XXXX shall each be a Party to this AGREEMENT and collectively are PARTIES.

“SOURCE” shall mean the human readable schematic and VHDL representations of the INTELLECTUAL PROPERTY Core.

1. **Grant of License:** Subject to the terms and conditions of this License AGREEMENT, AIA hereby grants to the Licensee, as and from the date of this License AGREEMENT, a perpetual license (the “**License**”) to use in SOURCE and BINARY forms, with or without modification, provided that the following conditions are met:
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 - Redistribution of SOURCE code or modified SOURCE code is not permitted.
 - Products based on this code may not use AIA’s name to endorse or promote the resulting product without prior written permission from AIA.
 - The code or derivatives of the code may not be used to:
 1. Create, promote, develop, endorse, extend any other standard other than Camera Link HS.
 - This License AGREEMENT covers the use of the IP Core Solution and does not replace the required license to use the Camera Link HS standard specification in commercial products. Details on the licensing requirements of the standard can be found on www.visiononline.org in the Vision Standards section.
2. **Restrictions on License:** The **Licensee** agrees that it shall not assign, sublet or transfer the License or any rights granted herein to a third party, nor use the **IP CORE SOLUTION** in any unlawful manner whatsoever.
3. **Ownership:** The **Licensee** acknowledges and agrees that the **IP CORE SOLUTION** is the proprietary property of AIA. AIA shall at all times retain all rights, title and interest, including all copyrights and other INTELLECTUAL PROPERTY rights, in and to the **IP CORE SOLUTION**, regardless of the form or media in or on which the **IP CORE SOLUTION** may exist. The Licensee shall acquire no right in or title to the **IP CORE SOLUTION** other than to use the **IP CORE SOLUTION** as specifically set out herein.
4. **License Fee:** The **Licensee** shall pay a license fee to **AIA** to cover administrative costs. The **IP CORE SOLUTION** for the **M Protocol** Versions 1.x is a one time fee of \$1000 USD. The **IP CORE SOLUTION** for the **X Protocol** Versions 1.x is a one time fee of

\$1000 USD. This fee provides the **Licensee** all updates within the Version 1.x releases of the protocol(s) licensed.

5. **Assumption of Obligations:** The AIA shall only have the obligation to deliver the core as provided by the CLHS committee. There is no warranty, and/or maintenance obligations (collectively, "Support") from the AIA or the CLHS committee.
6. **LIMITATION OF LIABILITY:**
THE IP CORE SOLUTION OR REFERENCE DESIGN, AND THE PROTOCOL IT IS BASED ON, IS PROVIDED BY AIA "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL AIA OR THE COMMITTEE CONTRIBUTORS AND THEIR COMPANIES BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS CODE OR REFERENCE DESIGN, OR THE PROTOCOL IT IS BASED ON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
7. **Release:** The **Licensee** hereby remises, releases and forever discharges AIA, the CLHS Committee, its members and the member's companies from any and all liabilities, claims, demands, actions, contracts, causes of action, damage, loss, cost or expense (including legal fees) of any kind and nature whatsoever (collectively, "**Claims**"), whether contingent or otherwise, which the Licensee now has or hereafter may have in any way arising out of or relating to the **IP CORE SOLUTION** provided under this License AGREEMENT, and any and all Support. The Licensee hereby acknowledges that this release represents a full and final release and discharge of all claims which it may have against AIA, the CLHS Committee, its members and the member's companies arising out of any of the foregoing matters, and represents that it has not assigned to any other person any claims it may have against AIA, the CLHS Committee, its members and the member's companies. The Licensee further covenants and agrees not to join, assist and/or act in concert in any manner whatsoever with any other person or other entity in the making of any claim or demand or in the bringing of any proceeding or action in any manner whatsoever against AIA arising out of or in relation to the matters hereinbefore remised, released and/or discharged. Further, the Licensee covenants and agrees not to make any claim or demand or commence any action against any third party who might claim contribution, indemnity or other relief in relation to the matters hereinbefore remised, released and/or discharged.
8. **Acknowledgement.** The **Licensee** hereby acknowledges having read this License AGREEMENT and understood it, and hereby agrees to be bound by its terms and conditions. The Licensee also agrees that this License AGREEMENT is the complete and exclusive agreement between the Licensee and AIA, and supersedes all prior agreements, representations and any other communications, oral or written, between the Licensee and AIA relating to the subject matter of the License Agreement. Each of

the PARTIES warrants to the other that it is authorized to enter into this License Agreement. This License Agreement may only be amended by written agreement of both PARTIES. A waiver of any provision in this License Agreement by either Party of its rights hereunder shall not be binding unless contained in a written notice, and the non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the PARTIES hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this License Agreement.

9. **Arbitration:** Notwithstanding anything herein to the contrary, any dispute or controversy between the PARTIES arising out of or relating to the validity, construction, meaning, performance or effect of or the rights and liabilities of the PARTIES hereto with respect to this License Agreement, whether arising during the period of this License Agreement or at any time thereafter, shall be determined by arbitration by a single arbitrator. The arbitration shall take place in Ann Arbor, Michigan, USA, unless otherwise agreed by the PARTIES. The arbitrator shall be agreed upon by the PARTIES within 20 days of one Party notifying the other Party that arbitration is desired. If the PARTIES fail to agree upon a single arbitrator within such 20 day period, then the arbitrator shall be selected by a judge of the Michigan State Superior Court of Justice upon application of either Party. The decision rendered by the arbitrator shall be final and binding and not subject to appeal. The arbitrator shall be empowered to determine all questions of law and fact and may grant injunctive relief. The prevailing Party shall be entitled as part of the arbitration decision to the reasonable costs and expenses (including legal fees and disbursements) of investigating, preparing and pursuing such claim or defense incurred in connection therewith. The costs of the arbitrator shall be shared equally between the PARTIES.
10. **Governing Law.** This License Agreement is governed by the laws of the State of Michigan, USA and each of the PARTIES hereto irrevocably agrees to abide by the exclusive jurisdiction of the courts of the State of Michigan without regard to conflicts of law principles. The PARTIES agree that the *United Nations Convention on Contracts for the International Sale of Goods* does not apply to this License Agreement.
11. **Miscellaneous:** If any provision of this License Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable or shall be severed from this License Agreement, and all other provisions of this License Agreement shall remain in full force and effect. The controlling language of this License Agreement is English, and if the Licensee has received any translation into another language, it has been provided for the Licensee's convenience only. This License Agreement shall be binding upon and inure to the benefit of the PARTIES.

Failure of AIA to enforce or assert reliance upon any of the provisions of this Agreement shall not be construed as a waiver of AIA's rights under such provisions, or the right of AIA thereafter to enforce each and every provision.

The Licensee shall not assign this Agreement or any interest therein, or any rights thereunder without the prior written consent of AIA.

Licensee shall be authorized to use the IP Core so long as it is in compliance with the terms of this License Agreement.

12. **Facsimile Transmission:** This License Agreement may be executed and delivered by facsimile or other electronic means of transmission, and upon receipt such transmission shall be deemed delivery of an original. Within a reasonable time after such electronic delivery, the Licensee shall mail or deliver an originally signed copy of such document to AIA.

AIA

Per: _____ (signature)

Name:

Title:

I have authority to bind the company.

Dated: _____

[LICENSEE]

Per: _____ (signature)

Name:

Title:

I have authority to bind the company.

Dated: _____

SCHEDULE "A"

IP CORE SOLUTION

IP CORE SOLUTION Source Code (X Protocol or M Protocol as applicable. Check the appropriate line item)

- V1.x Camera Link HS Camera and Frame Grabber: X Protocol Core Modules.
Contains VHDL SOURCE codes, documentation and validation framework.
- V1.x Camera Link HS Camera and Frame Grabber: M Protocol Core Modules.
Contains VHDL SOURCE codes, documentation and validation framework.

SAMPLE

SCHEDULE "B"

Notice

Notice to be added to VHDL files.

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Definitions:

CLHS: Camera Link HS (TM) is a protocol developed under the sponsorship of the AIA for the benefit of the vision and imaging industry.

SOURCE: Source code is a human readable version of the code and also refers to copies, small changes or alternate representations regardless of how created.

Conditions:

- Variations or copies of the licensed SOURCE code must include the above copyright notice, definitions, conditions and disclaimer.
- Redistribution of SOURCE code or modified SOURCE code is not permitted.
- Products based on this code may not use the AIA or other CLHS committee member company names without written permission.
- Commercial products based on this code must license the use of the CLHS standard, name and logo.

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