λ•VUE SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS λ•VUE SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY.   CHECKING THE "ACCEPT LICENSE AGREEMENT" CHECKBOX CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS ON BEHALF OF YOURSELF AND YOUR COMPANY (COLLECTIVELY, "COMPANY").

ACCEPTING THIS AGREEMENT IS A CONDITION OF DOWNLOADING AND/OR USING λ•VUE SOFTWARE (THE "SOFTWARE"), WHICH INCLUDES THE λ•VUE SOFTWARE DEVELOPMENT KIT ("SDK") AND/OR THE λ•VUE DESKTOP APPLICATION ("APPLICATION").

IF YOU DO NOT ACCEPT AND AGREE WITH ALL OR ANY PART OF THIS AGREEMENT, DO NOT CHECK THE "ACCEPT LICENSE AGREEMENT" CHECKBOX AND YOU WILL NOT HAVE A LICENSE TO, AND YOU WILL NOT USE, THE SOFTWARE.

THIS AGREEMENT ENTERS INTO EFFECT ON THE DATE ACCEPTED BY YOU (THE "EFFECTIVE DATE").

1. This Agreement is between Quanta Computer Inc. ("QCI") and Company. Whereas, QCI owns certain intellectual property rights associated with the Software (defined as below) and Company agrees to pay annual license fee at the amount of US$ 3,000 for each SDK license or US$ 900 for each Application license.

2. LICENSE

2.1 Subject to Company's timely payment of license fees and compliance with all of the terms and conditions of this Agreement, QCI grants Company a non-exclusive, non-transferable, limited license to install and use the Software for the sole purpose of internal evaluating, and/or develop of SDK software for non-commercial purpose at Company's facility.

Company acknowledges and agrees that Company may obtain rights to use the Software for commercial purpose by entering into a separate agreement with QCI.

2.2   Company understands and acknowledges that the Software includes the following items.

- SDK software: software development kit in binary format, sample code, and third parties' intellectual property rights.
- Application software: graphical user interface application in binary format and third parties' intellectual property rights.

2.3   Company will be entitled to receive subsequent releases of the Software ("Upgrades") that QCI makes generally available to its customers during the term of this Agreement.   At Company's request, QCI will assist Company in the installation of Upgrades, provided that Company will be solely responsible for the effective operation and performance of all Upgrades, including their effects on and interactions with other software and systems of Company.

2.4   QCI will provide maintenance and support to Company for the Software and Upgrades during the term of the Agreement.

3. RESTRICTIONS

3.1 Except as otherwise provided herein or expressly agreed by Quanta, this Agreement does not convey a license nor imply any rights to use any patents or other intellectual property rights of any third party.

3.2 Except as otherwise expressly provided hereof, Company shall not, or will not allow a third party to
(i) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber by any means in whole or in part the Software;
(ii) copy, reproduce, republish, upload, post or transmit the Software in any way;
(iii) disclose, distribute or transfer any part of the Software, and agree to prevent unauthorized copying of the Software;
(iv) reverse engineer, decompile, or disassemble the Software;
(v) modify or create derivative works based upon the Software;
(vi) use the Software to create a competitive offering.

4. THIRD PARTY LICENSES

Company acknowledge that the Software may contain the Software and other property of third party suppliers, including without limitation, (a) OpenCV: BSD; (b) LFFmpeg: LGPL v3; (c) Libcryptopp: Boost Software License v1.0; (d) Libcurl: libcurl license agreement and (e) Libuv: MIT; (f) DSPFilters: MIT.   Additional restrictions

relative to the third-party software may be set forth in the applicable third-party software license. QCI OFFERS NO WARRANTIES (WHETHER EXPRESS OR IMPLIED) OR SUPPORT OF ANY KIND WITH RESPECT TO THE THIRD PARTY SOFTWARE.

5. OWNERSHIP OF SOFTWARES AND COPYRIGHTS

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6. CONFIDENTIALITY

6.1 Company acknowledges and agrees that the Software, the terms of this Agreement, and any other information (if such other information is identified as confidential or should be reasonably recognized as confidential under the circumstances) provided to Licensee by Quanta constitute the confidential and proprietary information of Quanta (collectively, "Confidential Information").

6.2 Confidential Information may only be used by Licensee only with respect to performance of its obligations under this Agreement, and only by those employees of the Licensee who have a need to know such information for purposes related to this Agreement. The Licensee shall protect the Confidential Information of Quanta by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the Licensee uses to protect its own confidential information of like nature. The foregoing obligation shall not apply to any information which is: (i) already known by the Licensee prior to disclosure; (ii) publicly available through no fault of the Licensee; (iii) rightfully received from a third party without a duty of confidentiality; (iv) independently developed by the Licensee prior to or independent of the disclosure; (v) disclosed under operation of law; or (vi) disclosed by the receiving party with the disclosing party's prior written approval.

7. RIGHT TO INSPECT

QCI and/or its affiliates reserve the right to inspect Company's use of the Software and related information specified herein from time to time for the purpose of verifying Company's compliance with this Agreement. Company agrees to cooperate with QCI and its affiliates in any such inspections.

8. TERM OF AGREEMENT; TERMINATION

8.1 The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year. This Agreement will terminate immediately without notice from QCI if Company fails to comply with any provision of this Agreement.

8.2 Upon termination or expiration of this Agreement, Company shall immediately cease use of the Software and the Confidential Information, remove Software from its systems and destroy any notes or other documents containing the Confidential Information of QCI.

8.3 Any provisions that by their nature survive the expiration or termination of this Agreement shall survive and continue to bind the parties, their legal representatives and successors beyond any expiration or termination of this Agreement.

9. NO WARRANTIES; LIMITATIONS ON TYPES OF DAMAGES

ANY AND ALL INFORMATION, SOFTWARES, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY QCI PURSUANT TO THIS AGREEMENT, INCLUDING THE SOFTWARE AND/OR THE CONFIDENTIAL INFORMATION ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS. QCI MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, QCI DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. COMPANY IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON

BEHALF OF QCI RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, SOFTWARES, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, INCLUDING THE SOFTWARE AND/OR THE CONFIDENTIAL INFORMATION GRANTED AND/OR PROVIDED BY QCI PURSUANT TO THIS AGREEMENT.   QCI SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY REASON WHATSOVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF QCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

QCI'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES PAID UNDER THIS AGREEMENT BY COMPANY TO QCI.

Both parties agree that (a) the mutual agreements made in such Section reflect a reasonable allocation of risk, and (b) that each party would not enter into the Agreement without these limitations on liability.

10. INDEMNIFICATION

Company shall, at its own expense, defend, indemnify and hold harmless QCI from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit, or action by any third party that arises out of or results from the use, incorporation, facilitation thereof, or distribution of the Software, Upgrades, or any derivative works.

11. NOTICES

Any notice or other communication made or given by either party in connection with this Agreement shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by courier service.

Notices to QCI shall be addressed to: Quanta Computer Inc., 211, Wen-Hwa 2nd Rd., Kueishan, Taoyuan 33377, Taiwan, Attn: Lambda Vue Product Team (Quanta Research Institute) and to Company to the address set forth in the last paragraph.

12. MISCELLANEOUS

12.1 Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

12.2 This Agreement shall be governed and construed in all respects in accordance with the substantive laws of Republic of China without regard to conflict of law provisions.　Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be exclusively settled by the Taipei District Court.

12.3 All remedies available to a party for one or more breaches by the other party shall be cumulative and may be exercised separately or concurrently without waiver of any other remedies.　The failure of either party to act on a breach of this Agreement by the other party shall not be deemed a waiver of said breach or a waiver of future breaches, unless such a waiver is in writing and is signed by the party against whom enforcement is sought.

12.4 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing.　This Agreement may be modified only by a writing signed by a duly authorized representative of the party against whom enforcement thereof is sought.

By checking the "Accept License Agreement" checkbox, Company acknowledge that Company have read and understood the foregoing Agreement, and that Company have authority to execute and accept this Agreement on behalf of the Company.