



advancing VISION+IMAGING

Camera Link HS IP CORE SOLUTION License Agreement

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

B E T W E E N:

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.

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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:**
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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.

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