OceanMathCore Software End User License Agreement

This OceanMathCore Software End User License Agreement (the "***Agreement***") is between you (the "***Customer***"), and Ocean Optics, Inc. ("***Licensor***") and sets for the terms and conditions of your use of the software provided to you by Licensor, known as OceanMathCore, including the media on which you received it, if any, and any subsequent updates, revisions, supplements and internet-based services ("***Software***"). Please read the entirety of the terms and conditions in this Agreement.

BY USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE THE SOFTWARE. If you comply with terms and conditions of this Agreement, you have the rights below.

1.   **License Grant**. The Software is being licensed, not sold. Provided that Customer remains in compliance with the terms and conditions of this Agreement, Licensor hereby grants to Customer a non-sublicensable, non-transferable (except as expressly permitted herein), non-exclusive, limited license to use the Software solely for Customer's internal use. No use or other rights to the Software, or access thereto, are granted under this Agreement to any party other than Customer; and Customer is expressly prohibited from granting any such rights or access to any other party.

2.   **Feedback.** From time to time, Customer may provide Licensor with suggestions or idea for improving or otherwise modifying the Software, or other products or services offered by the Licensor ("***Feedback***"). Nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Licensor's right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback without compensating or crediting Customer. Customer hereby grants Licensor a perpetual, irrevocable right and license to exploit Feedback in any and every way.

3.   **Intellectual Property Rights**. Licensor retains all right, title and interest in and to the Software and all intellectual property associated with the Software. This Agreement does not assign any intellectual property right owned by Licensor to Customer. Further, this Agreement does not grant Customer any intellectual property license or rights in or to the Software, except for the limited rights set forth herein. Customer agrees that it will take no action that could interfere with Licensor's rights to the intellectual property associated with the Software, or Licensor's right to use or license the intellectual property associated with the Software. All rights not expressly granted hereunder are reserved to Licensor.

4.   **Installation and Use**. Customer may install and use the Software on no more than one (1) device (Device) at a time. Customer acknowledges and agrees that Customer has no right, power or authority to make any modifications to or unauthorized copies of the Software.

5.   **Use Restrictions.** Except as expressly permitted by the terms of this Agreement or by applicable law, Customer will not, and will not allow others to, perform the following activities: (i) copy, modify, create derivative works, publicly display, publicly perform, disassemble, reverse engineer or otherwise make any use of the Software; (ii) sell rent, lease, license or lend the Software; (iii) work around any technical limitation present in the Software; (iv) use the Software for any commercial or hosting purpose; or (v) transfer or assign the Software or this Agreement to any third party.

6. **Transfer.** Customer may make a one time permanent transfer of all of Customer's license rights to the Software to another party in connection with the transfer of ownership of a Device provided that: (a) the transfer must include the Device and all of the Software, including all its component parts, and this License; and (b) the party receiving the Software reads and agrees to accept the terms and conditions of this License

7. **Term.** This Agreement is effective as of the date the Software is first used, and will continue until it is terminated pursuant to this Agreement. Licensor may immediately terminate this Agreement (i) if Customer violates any provision of this Agreement, files for bankruptcy or is placed in receivership; or (ii) at its sole and absolute discretion by providing Customer with thirty (30) days written notice. Upon termination, Customer agrees to destroy the Software, together with all copies thereof. Customer may terminate this Agreement by permanently deleting the Software and any backup or archival copy from the computer(s) on which they are stored.

8. **DISCLAIMER OF WARRANTIES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE PROVIDED BY LICENSOR UNDER THIS AGREEMENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR CUSTOMER'S PURPOSE OR SYSTEM INTEGRATION; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. LICENSOR DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SOFTWARE. THE ENTIRE RISK ARISING USING THE SOFTWARE REMAINS WITH CUSTOMER.

9. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA ARISING FROM OR RELATING TO THE SOFTWARE OR SERVICES, EVEN IF LICENSOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR EXCEED ONE HUNDRED ($100) DOLLARS.

10. **Indemnity**. You agree to defend, indemnify and hold harmless Licensor and its employees, agents, directors, officers and shareholders, from and against all liabilities, claims, damages and expenses (including without limitation reasonable attorneys' fees and costs) arising out of your use of this Software, your breach of this Agreement or your infringement of the intellectual property rights of third parties.

11. **Export Restrictions**. Customer agrees not to export the Software or any copies thereof or any products utilizing the Software in violation of any applicable laws or regulations of the United States.

12. **Equitable Relief**. You acknowledge that the unauthorized use, transfer or disclosure of the Software or copies thereof will: (i) substantially diminish the value to Licensor of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Licensor's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If you breach any of the obligations with respect

to the use or confidentiality of the Software, Licensor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

13.   **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified at any time by Ocean.

14.   **Choice of Law & Jurisdiction.** Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Florida. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts of located in State of Florida. Nothing in this Section shall restrict Licensor's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located.

15.   **Assignment & Successors.** Except as otherwise set forth herein. Customer may not assign this Agreement or any of its rights or obligations hereunder without Licensor's express written consent.

16.   **Severability.** In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect**.**

17.   **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

18.   **Force Majeure.** Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

19.   **Acknowledgement**. By downloading, installing or using any part of this Software, you indicate that you have read this Agreement, understand it and agree to be bound by its terms and conditions.