

Shapeln

© 2015 ZELMECHANIK DRESDEN GmbH

All rights reserved.

Built with the NI LabVIEW Professional Development System using the NI Vision Development Module
Copyright © 2015 National Instruments Corporation. All rights reserved.

OpenCV Libraries
© Copyright 2015 Itseez

QmixSDK Libraries
© 2015 cetoni GmbH

SG-Lock® API
© 2015 SG-Intec Ltd & Co KG

License Agreements:

Shapeln:

License Agreement

1 ZELMECHANIK DRESDEN GmbH grants Purchaser the right and license to use the copy of the Software in object form that is on the readable computer media provided to Purchaser by ZELMECHANIK DRESDEN GmbH.

2 The Software and related copyrights are owned by ZELMECHANIK DRESDEN GmbH, by any affiliated company of ZELMECHANIK DRESDEN GmbH, and/or by certain suppliers of ZELMECHANIK DRESDEN GmbH and their affiliated companies, and title to the Software in general or respective copyrights shall not pass to Purchaser as a result of Purchaser's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of ZELMECHANIK DRESDEN GmbH, which may not be withheld if Purchaser sells its copy of the Software to a third party provided that (i) the Purchaser does not rent out the Software, (ii) Purchaser prior to selling the copy deletes any and all copies of the Software and (iii) the third party agrees to comply with the license terms.

3 The Software is protected by the respective national copyright laws and international treaties and Purchaser shall not copy it or allow it to be copied except that Purchaser has the right to (i) make such copies that are necessary for the use of the Software by Purchaser in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Purchaser does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he is entitled to do.

4 Purchaser shall (i) not to use the Software other than with the purchased products or for any purpose outside the scope of the application for which it is being provided, and (ii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Purchaser, and (iii) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

5 Purchaser acknowledges that its use of the Software shall where relevant be subject to the terms of any third party license agreements or reservations of copyright that may be communicated to Purchaser by ZELMECHANIK DRESDEN GmbH in written or text form, and Purchaser is obliged to comply with the resulting restrictions.

6 The Software is covered by the warranties for the Purchase Item set forth in clauses 6 and 7 (including all limitations of liability and disclaimers of warranties contained therein) of the ZELMECHANIK DRESDEN GmbHs GTC and by no other warranties, express or implied.

7 Failure by the Purchaser to comply with any of the terms of this clause 15 terminates Purchaser's right to use the Software. Upon termination of such right, Purchaser must return the data media provided to it, and any and all copies thereof or any other Software to ZELMECHANIK DRESDEN GmbH. To the extent that a return is not possible, Purchaser shall destroy the Software and any copies, in whatever form, to the extent that this is factually and legally possible with reasonable effort and such destruction shall be evidenced to ZELMECHANIK DRESDEN GmbH.

8 Any replacements, fixes or upgrades of the Software which Purchaser may hereafter receive from ZELLMECHANIK DRESDEN GmbH shall be provided subject to the same restrictions and other provisions contained in this clause regardless of whether this clause is specifically referenced when Purchaser receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these terms. The warranty term for any upgrades shall be 1 (in words: one) year from the date of its delivery to Purchaser. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.

NI LabVIEW and Vision Development module:

NATIONAL INSTRUMENTS SOFTWARE LICENSE AGREEMENT

CAREFULLY READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). BY DOWNLOADING THE SOFTWARE AND/OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE INSTALLATION PROCESS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ITS TERMS AND CONDITIONS, DO NOT INSTALL OR USE THE SOFTWARE, AND RETURN THE SOFTWARE (WITH ALL ACCOMPANYING WRITTEN MATERIALS AND THEIR CONTAINERS) WITHIN THIRTY (30) DAYS OF RECEIPT. ALL RETURNS TO NI WILL BE SUBJECT TO NI'S THEN-CURRENT RETURN POLICY. If you are accepting these terms on behalf of an entity, you agree that you have authority to bind the entity to these terms.

The terms of this Agreement apply to the computer software provided with this Agreement, all updates or upgrades to the software that may be provided later by NI as part of any maintenance, technical support, or other services program for the software, unless such update or upgrade comes with separate software license terms, and all accompanying documentation, utilities, and Driver Interface Software (collectively "Software" or "SOFTWARE"). Software does not include certain third party software that NI provides to you but that is subject to separate license terms either presented at the time of installation or otherwise provided with the Software ("Third Party Software"), and Software does not include Source Code, which is defined in and licensed pursuant to the terms set forth in Addendum A – Source Code License.

1. Grant of License; Restrictions

A. In consideration of, and conditioned upon, your payment of any applicable fees to NI and subject to the terms set forth in this Agreement, National Instruments Corporation or National Instruments Ireland Resources Ltd. ("NI"), as applicable depending on the country of manufacture, hereby grants you a limited, revocable, non-exclusive right and license to use the Software only in the specific configuration allowed by the license type identified in the applicable documentation provided by NI to you. Unless otherwise provided in this Agreement or in the applicable documentation provided by NI to you, the applicable license type is a named user license and the term of the license, if purchased and not evaluation, is perpetual and not term. With the exception of Authorized Applications (as hereinafter defined), the Software is for your internal use only.

B. Restrictions. You must not violate any applicable laws in your use of the Software. Unless and only to the extent that this Agreement expressly permits, you must not

- (i) modify or create derivatives of the Software;
- (ii) install or use the Software in a floating, concurrent, or any other shared context;
- (iii) distribute or otherwise make the Software or any password, key, or other access code for the Software available to any third party;
- (iv) reverse engineer, decompile, or disassemble the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
- (v) defeat or work around any access restrictions or encryption in the Software, unless and only to the extent that applicable law expressly prohibits this restriction;
- (vi) sublicense, lease, lend, or rent the Software;
- (vii) remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are NI or a third party's;
- (viii) cause any of the Software, including any Software included in an Authorized Application, to become subject to a license that requires, as a condition of use, modification, or distribution, that (a) code subject to the license be disclosed or distributed in source code form or (b) others have the right to modify or create derivative works of the code subject to the license (such license type an "Excluded License"); or
- (ix) use any Software scripting functionality to create an application that performs the functionality of an editor

for a graphical programming environment.

C. Your use of the Software must also be in accordance with the applicable documentation that accompanies the Software and not in any manner that circumvents or is intended to circumvent such documentation or the intent of this Agreement.

D. You may make a reasonable number of copies of the Software solely for backup or archival purposes and make a reasonable number of copies of the documentation that accompanies the Software solely for your internal use in connection with your use of the Software.

2. License Types

A. Named User License. If you have acquired a named user license, you may install the Software on up to three (3) computers in a single workplace of one (1) individual you designate and register with NI ("Named User"). For the purposes of this Agreement, a computer will be one computing device or, if the Software is being used in connection with a virtual machine, one virtual machine on a computing device. The Named User must be identified in writing through the NI registration process. Only the Named User may use or otherwise run the Software, and the Software may not be run on more than one computer at a time. You may not share access to the installed Software over a network such that the installed Software can be run by a different user. You may change the Named User to another designated employee provided that each new named user license is registered with NI; no more than four (4) such changes may occur per calendar year. At your discretion, you may convert a named user license to a computer-based license.

B. Computer-Based License. If you have acquired a computer-based license, you may install the Software on one (1) computer in your workplace. For the purposes of this Agreement, a computer will be one computing device or, if the Software is being used in connection with a virtual machine, one virtual machine on a computing device. There is no limitation on the number of your employees that may access and use the Software installed on such computer. All of the Software must be installed and used on the same computer. You may not share access to the installed Software over a network such that the installed Software can be run on a different computer. You may change the designated computer to another computer within the applicable single workplace, provided that none of the Software remains installed on the previous designated computer; no more than four (4) such changes may occur per calendar year.

C. Home Usage Exception. If you are a business or other entity, the designated Named User for the applicable license or, in the case of a computer-based license, the single individual who is the primary user of the single computer on which the Software is installed and used, may also install and use the Software on one (1) computer located in such user's home, provided that the use of the Software on such home computer is limited to work performed in the scope of such person's employment with you and complies with all terms and conditions of this Agreement. The Software must be promptly uninstalled from the individual's home computer upon the earlier of the underlying license's expiration or termination date or the date the individual's authority to use the Software pursuant to the underlying license terminates.

3. Additional Terms. You may have additional rights and obligations to the Software through special license types and license programs, as set forth in addenda to this Agreement and which are incorporated as part of this Agreement. Additional product-specific provisions may be provided in a specific Product Addendum to this Agreement for the relevant product and the terms of which are incorporated into this Agreement. In the event of a conflict between an addendum and the other terms set forth in this Agreement, the terms of the addendum will control.

Addendum A	Source Code License
Addendum B	<u>Special License Types</u> Evaluation License; Pre-Release Software Compile-Only License (Measurement Studio) Driver Interface Software Multiple Access License (NI-488.2 Software for GPIB-ENET) Concurrent Use License Debug License
Addendum C	Volume License Program Terms
Addendum D	Enterprise Program Terms
Addendum E	Academic License Terms
Addendum F	Product-Specific Provisions (TestStand, Measurement Studio)

4. Third Party Contractors. Your third party contractors may access and use the Software, provided that they do so solely for your benefit, they agree to use the Software solely in accordance with the terms of this Agreement, and you agree to remain liable to NI for any breach by your contractors of this Agreement.

5. Software Services. This Agreement does not entitle you to any upgrades or maintenance, technical, or other services for the Software ("Software Services"), which you may be required to purchase separately.

6. License Term: Termination and Expiration

A. Term Licenses. If you have purchased a term license, this Agreement will commence on the date you click the applicable button to complete the installation process or otherwise accept these terms and, unless terminated pursuant to the provisions herein, continues for the period of time specified in the product description or other applicable documentation provided to you by NI. The license will expire automatically at the end of such term.

B. Perpetual Licenses. If you have purchased a license and the license is specified as "perpetual" or no period of time is specified in the product description or other applicable documentation provided to you by NI, your license will be perpetual and, unless terminated pursuant to the provisions herein, you have the right to use the Software indefinitely.

C. Termination. NI conditions its license grant on you complying with the terms set forth in this Agreement, and this Agreement will automatically terminate, immediately and without prior notice, if you fail to comply with its terms.

D. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, regardless of the reason, the license grants contained herein will terminate and you must immediately cease all use of the Software, cease all distribution of Authorized Applications, and destroy all copies of the Software; provided, however, you must deliver the Software and all copies to NI if NI has so demanded in lieu of any destruction. Sections 11, 15, 16, 17, 19, 20, 21, 22.A., and 23 of this Agreement will survive any expiration or termination of this Agreement.

7. Transfer. You may transfer a named user license or computer-based license to a third party in the same country in which you purchased the license, or within the European Union if you purchased the license in the European Union, provided that (i) you notify NI in writing of such transfer, including the name and location of such third party; (ii) such third party accepts the terms and conditions of this Agreement; and (iii) after such transfer you do not retain any copies of the Software or any of the written materials accompanying the Software. NI may, in its discretion, charge you a fee for the license transfer.

8. Upgrades; Prior Versions. If the Software is an upgrade, you may only use the Software if you have a valid license to use the prior version of the Software, and you may not use both the upgrade and the prior version of the Software concurrently. You may elect to use a prior version of any Software delivered and licensed under this Agreement in lieu of using the Software delivered and licensed under this Agreement ("Delivered Software"), provided (i) you have an authorized copy of the prior version of the Delivered Software; (ii) all use is pursuant to and in accordance with this Agreement; and (iii) notwithstanding anything in this Agreement to the contrary, in no event will NI be required to support any version of the Software, including providing applicable software key codes or hardware keys, other than the then most current version of the Delivered Software.

9. Multiple Versions. If NI distributes the Software on installation media containing multiple versions of the Software for use with different operating systems, you may use only one version of the Software.

10. Software/Hardware Key. You agree to use any software key codes or hardware keys provided by NI solely with the Software for which it is provided. While NI may in its sole discretion provide you with the applicable key prior to receipt from you of the applicable license fees, you will remain obligated to pay such fees to NI.

11. Copyright; No Other Licenses. The Software is licensed and not sold. The Software, all copies of the Software, related contents, and all rights therein, are owned by NI or its suppliers and are protected by applicable copyright laws and international treaty provisions. All rights not expressly granted to you in this Agreement are reserved to NI. Further, and without limiting the foregoing, no license or any right of any kind, whether by express license, implied license, the doctrine of exhaustion, or otherwise, is granted under any NI patents (whether identified herein or not) or other intellectual property right of NI with respect to any other product of NI or of any third party, including the right to use any such other product.

12. Application Deployment

A. An "Authorized Application" is (i) an application that you create with a development version of the Software; (ii) an application that you create with third party software using real-time operating system components of the LabVIEW Real-Time Module and the LabWindows/CVI Real-Time Module in accordance with the licenses for such modules; or (iii) an application that you create with a third party software development environment that utilizes Driver Interface Software, if such software development environment is supported by such Driver Interface Software as indicated in the applicable documentation for such Driver Interface Software. "Driver Interface Software" means computer software and other code provided with this Agreement that are listed as hardware drivers or device drivers on NI's hardware driver listing web page, which is currently located at www.ni.com/driverinterfacesoftware, or that are added by NI at any time to such listing or any similar successor listings, together with all accompanying documentation and utilities. In no event, however, will the term "Driver Interface Software" ever include any Third Party Software, operating system software, instrument driver software, application software, toolkits, modules, driver development kit (DDK) or portion thereof, software development kit (SDK) or portion thereof, module development kit (MDK) or portion thereof, or any software or other code designated by NI as being any of the foregoing; or any of the foregoing's accompanying documentation or utilities.

B. Deployment and Distribution Requirements. You may distribute, deploy, or otherwise make available Authorized Applications, along with applicable runtime engines for the Software and applicable Driver Interface Software that you may include as part of or together with your Authorized Applications, provided that you comply with each of the

requirements set forth below.

(i) You must include the following copyright notice in the Authorized Application's About Box (if applicable) and in any applicable written documentation or, if no such documentation exists, in a "read me" or other .txt file distributed with each copy of the Authorized Application.

"Copyright © [insert year] National Instruments Corporation. All Rights Reserved."

You may instead, or in addition, include your own copyright notice with the notice required above, but in no event may you remove or alter any copyright, patent, trademark, or other legal notices or disclaimers that exist in the Software and with respect to any runtime engines for the Software and any Driver Interface Software that you include as part of or together with your Authorized Application, your copyright notice will be understood as protecting NI or its licensor's copyrights in the Software and will not be understood as meaning that you have any copyright in or with respect to any Software.

(ii) You may not use NI's name, logo, or trademarks to market your Authorized Application without NI's express prior written permission.

(iii) If you distribute to any third parties your Authorized Application with Driver Interface Software or any runtime engine for the Software, you must either pass through to your end users this Agreement or do so subject to your own license agreement that is substantially in accordance with this Agreement and at least as protective of NI as this Agreement.

(iv) The Authorized Application must not consist of or include any malicious, deceptive, or unlawful programs.

C. Fees. You may distribute, deploy, or otherwise make available Authorized Applications without paying additional fees to NI. Provided, however, if the Authorized Application was created utilizing any of the software identified in NI's Deployment Licenses listing web page, which is currently located at <http://zone.ni.com/devzone/cda/tut/p/id/9561>, or any similar successor listings, as such listings may be updated by NI from time to time, or such other software as NI may from time to time designate (any of the foregoing a "Designated Deployment License"), then you must, before distributing, deploying, or otherwise making available the Authorized Application for use on any other computer, either (i) verify that the recipient has a valid license to run the applicable Authorized Application on, or has a valid Deployment License for, each computer on which the Authorized Application will be used or (ii) obtain written distribution authorization from NI and, if required by NI, pay to NI a per copy fee for each Authorized Application distributed, deployed, or otherwise made available. In the case of any Driver Interface Software identified as being subject to the license verification or distribution authorization requirements stated above, if the Authorized Application utilizes, calls, or otherwise accesses any such Driver Interface Software, the Authorized Application will be deemed to have been created utilizing such Driver Interface Software for purposes of this Section. Unless otherwise specified by NI in writing, Designated Deployment Licenses are computer-based licenses and the home usage exception does not apply to Designated Deployment Licenses.

13. Patent and Trademark Notice. For patents covering National Instruments products, refer to the appropriate location: Help>Patents in the Software, the patents.txt file on the installation media on which the Software was distributed to you, or ni.com/patents. National Instruments, NI, ni.com, and LabVIEW are trademarks of National Instruments Corporation. Refer to ni.com/trademarks for more information about National Instruments trademarks. All other product and company names mentioned herein are or may be trademarks or trade names of their respective companies.

14. Limited Warranty. NI warrants, for your benefit alone, that for a period of ninety (90) days from the date the Software is shipped to you or, if downloaded, from the date the Software is first downloaded by you, (i) the Software will perform substantially in accordance with the documentation that accompanies the Software and (ii) the installation media on which NI provides the Software (if any) will be free from defects in materials and workmanship under normal use and service ("Limited Warranty"). Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Some jurisdictions do not allow exclusion of or limitation on duration of an express or implied warranty or limitation on any applicable statutory rights of a consumer, so the above limitations may not apply to you; in such event, such warranties are limited to the minimum warranty period allowed by applicable law. The Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, improper calibration by you, third party products (either hardware or software) used by you that are not intended by NI for use with the Software, utilization of an improper hardware or software key, or unauthorized maintenance of the Software.

15. Customer Remedies. NI's sole obligation, and your sole remedy, with respect to the foregoing Limited Warranty will be to, at NI's option, repair or replace the Software or return the fees paid by you to NI for the Software license, in which event you must return or destroy all copies of the Software in accordance with NI's instructions and the license granted to you will terminate without liability on the part of NI by reason of such termination. NI's obligations as set forth in this Section are contingent on you providing NI with written notice of applicable defects during the warranty period. In addition, you must obtain a Return Material Authorization number from NI before returning the Software under warranty to NI, and you agree to pay any expenses for shipment to and from NI.

16. No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY NI WITH RESPECT TO THE SOFTWARE OR USE OF THE SOFTWARE. NI DOES NOT MAKE ANY WARRANTY OR REPRESENTATION HEREUNDER WITH RESPECT TO ANY THIRD PARTY

SOFTWARE, SOURCE CODE, OR SOFTWARE SERVICES. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SOFTWARE, THE OPERATION OF THE SOFTWARE, OR ANY RELATED SOFTWARE SERVICES, SOURCE CODE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE AND DOES NOT WARRANTY, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THERE ARE NO OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, RELATING TO THE SOFTWARE AND ANY RELATED THIRD PARTY SOFTWARE, SOURCE CODE, AND SOFTWARE SERVICES.

17. Limitations Period. You hereby agree not to bring an action to enforce your remedies under the Limited Warranty or for breach of warranty more than one (1) year after the accrual of such cause of action.

18. Intellectual Property Liability. NI will, at its own expense, defend any claim brought against you by a third party resulting from your use of the Software, to the extent that such claim alleges that the Software infringes any patent, copyright, or trademark of such third party protected by the laws of the U.S.A., Canada, Mexico, Japan, Australia, Switzerland, Norway, or the European Union and provided that such claim does not arise from (i) your use of the Software in combination with equipment, devices, software, or code not made by NI; (ii) your use of the Software in a manner not in accordance with this Agreement or for a purpose not intended by NI; (iii) your failure to incorporate Software updates or upgrades provided by NI that would have avoided the alleged infringement; or (iv) any modification of the Software not made by NI. NI's obligations in this Section are further contingent on you notifying NI in writing promptly upon your obtaining notice of such impending claim and your fully cooperating with NI in preparing a defense. If you provide to NI the authority, assistance, and information NI needs to defend or settle such claim, NI will pay any final award of damages or settlement with respect to such claim and any expense you incur at NI's written request. NI will not be liable for a settlement made without its prior written consent. If the Software is held to be infringing of the rights stated above in this Section and the use of the Software is enjoined, NI will, or if NI believes the Software might be held to infringe a third party's intellectual property rights NI may, at its option, (i) procure for you the right to use the Software; (ii) replace or modify the Software with other software that does not infringe; or (iii) receive your return of the infringing Software and refund to you the license fee payment made by you to NI for the Software. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NI'S LIABILITY, THE LIABILITY OF ITS LICENSORS AND SUPPLIERS, AND THE LIABILITY OF ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, UNDER THIS SECTION AND REGARDLESS OF THE REASON FOR SUCH LIABILITY, WILL NOT EXCEED IN THE AGGREGATE \$50,000 (U.S.). The foregoing states your sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Software. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT. THE FOREGOING OBLIGATIONS WILL NOT APPLY TO ANY THIRD PARTY SOFTWARE OR TO ANY THIRD PARTY PRODUCTS INCORPORATED IN OR OTHERWISE PROVIDED WITH THE SOFTWARE, AND YOU AGREE TO LOOK TO THE APPLICABLE THIRD PARTY MANUFACTURER WITH RESPECT TO ANY CLAIMS FOR INFRINGEMENT INVOLVING THIRD PARTY SOFTWARE OR THIRD PARTY PRODUCTS.

19. Limitation On Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NI OR ITS LICENSORS, DISTRIBUTORS, OR SUPPLIERS (INCLUDING NI'S AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES ARISING FROM LOST PROFITS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, OR LOST OR CORRUPTED DATA OR SOFTWARE, EVEN IF NI OR ITS LICENSORS, DISTRIBUTORS, OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF NI OR OTHERS, AND, EXCEPT AS SET FORTH IN SECTION 18, IN NO EVENT WILL NI'S LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT RECEIVED BY NI FOR THE APPLICABLE SOFTWARE LICENSE. You acknowledge that the applicable fees and prices reflect this allocation of risk. To the extent the foregoing limitation of liability is not enforceable or fails of its essential purpose, except for liability for bodily injury or death caused by the Software in the form provided by NI or any liability not capable of being excluded by applicable law, the sole liability of NI to you under or in connection with this Agreement shall be limited to the greater of \$50,000 (U.S.) or the license fee paid to NI for the Software.

20. HIGH-RISK USES AND YOUR RESPONSIBILITIES FOR YOUR APPLICATIONS

A. NI PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE, OR ENVIRONMENTAL HARM. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS NI AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR USE OF THE SOFTWARE FOR HIGH-RISK USES, INCLUDING CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY OR DEATH, OR DAMAGE TO PROPERTY, AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL NEGLIGENCE OF NI.

B. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR TAKING STEPS TO PROTECT AGAINST PRODUCT AND SYSTEM FAILURES, INCLUDING PROVIDING BACK-UP OR SHUTDOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM NI'S TESTING PLATFORMS AND BECAUSE YOU MAY USE NI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY NI, YOU ARE ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS FOR YOUR INTENDED USE. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS NI AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR AUTHORIZED APPLICATION OR YOUR INCORPORATION OF THE SOFTWARE IN YOUR SYSTEM OR APPLICATION; PROVIDED, HOWEVER, THAT YOUR CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE PERCENTAGE OF THE CLAIMANT'S DAMAGES OR INJURIES OR THE SETTLEMENT AMOUNT ATTRIBUTABLE TO NI'S NEGLIGENCE OR OTHER FAULT OR TO STRICT LIABILITY IMPOSED UPON NI AS A MATTER OF LAW.

21. U.S. Government Rights. The Software is a "commercial item" developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined or used in the applicable U.S. acquisition regulations. If you are an agency, department, or other entity of the United States Government, the Software is licensed hereunder (i) only as a commercial item and (ii) with only those rights as are granted to all other licensees pursuant to the terms and conditions of this Agreement. You agree not to use, duplicate, or disclose the Software in any way not expressly permitted by this Agreement. Nothing in this Agreement requires NI to produce or furnish technical data for or to you. Manufacturer is National Instruments Corporation or National Instruments Ireland Resources Ltd.

22. Compliance

A. You agree to make, upon reasonable notice, all applicable records available for review by NI during normal business hours so as to permit NI to verify your compliance with the terms and conditions of this Agreement. NI may, upon written notice, inspect your use of the Software during normal business hours to ensure your compliance with this Agreement. Further, if you are a business or other entity, you agree that upon the request of NI or its authorized representative you will promptly document and certify in writing to NI that your and your employees' use of the Software complies with the terms and conditions of this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees due and payable to NI, you must immediately pay such amounts to NI and reimburse NI for the cost of such inspection.

B. You agree that the Software may collect and communicate certain software, hardware, and use information to NI or its service providers' servers for the purposes of (i) checking for and performing any updates; (ii) ensuring that you have complied and are complying with the terms and conditions in this Agreement, including your use of valid software key codes, hardware keys, or both; and (iii) NI's internal product development. The information collected and communicated does not include any proprietary application data. NI will not provide any of the information to any third party except as required by law or legal process or to enforce compliance with the terms in this Agreement, including your use of valid software key codes, hardware keys, or both.

23. General

A. Governing Law; Venue If the Software is manufactured in the Republic of Ireland: This Agreement is governed by the laws of the Republic of Ireland, exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. The non-exclusive venue for all actions under this Agreement will be in the courts located in Dublin, the Republic of Ireland, and the parties agree to submit to the jurisdiction of such courts. If the Software is not manufactured in the Republic of Ireland: This Agreement is governed by the laws of the State of Texas, U.S.A., exclusive of any provisions of the United Nations Convention on the International Sale of Goods, and without regard to principles of conflicts of law. The nonexclusive venue for all actions under this Agreement will be in the courts located in Travis County, Texas, U.S.A. and the parties agree to submit to the jurisdiction of such courts. If you are not sure where the Software is manufactured, please contact National Instruments Corporation, 11500 N. Mopac Expressway, Austin, Texas, U.S.A. 78759-3504 (Attention: Legal Department).

B. This Agreement constitutes the complete agreement between you and NI regarding use of the Software and supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and NI relating to the subject matter of this Agreement. NI's applicable standard Terms and Conditions of Sale, the current version of which is set forth at <http://www.ni.com/legal/termsofsale>, will apply to any technical support services provided as part of Software Services and to any Training & Certification Services; provided, however, as set forth herein the provisions of this Agreement may apply and control with respect to any upgrades or updates or other Software that may be provided as part of or in connection with any such services. No delay or omission by NI to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. Any waiver by NI of a term of this Agreement must be in writing by NI. The waiver by NI of any breach of any provision hereof will not be construed to be a waiver of any succeeding breach of that provision or of any breach of any other provision. No modification of this Agreement will be effective unless set forth in a writing signed by a duly authorized representative of you and NI. The word "including" as used in this Agreement will be understood as meaning "including without limitation". If you are unable to access the internet to view any of the web pages referred to in this Agreement, you may request the information from your local NI sales office.

C. If any action is brought by either party to this Agreement against the other regarding the subject matter hereof, the prevailing party will be entitled to recover, in addition to any relief granted, reasonable attorneys' fees and court costs.

D. If any provision of this Agreement is held invalid, the offending clause will be modified so as to make it enforceable, as modified, and the remainder of this Agreement will continue in full force and effect.

E. Software is, and Third Party Software and Source Code may be, subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.), other applicable U.S. export control laws and regulations, and applicable global export control laws and regulations, including, for products exported from the European Union, the Council Regulation (EC) No. 428/2009. You agree that you will not export, re-export, or transfer any Software, Third Party Software, or Source Code in violation of any U.S. and applicable global export control laws and that you will not export, reexport, or transfer the Software, Third Party Software, or Source Code by any means to any prohibited destination, entity, or individual without the required export licenses or authorizations from the U.S. Government or other applicable export licensing authority. NI reserves the right not to ship or permit downloading of the Software ordered if, at any time, NI believes that such shipment or downloading of such Software, Third Party Software, or Source Code may violate U.S. or other applicable export control laws. If you are downloading the Software, you hereby represent and warrant to NI that (i) you are not located in, or under the control of, any country the laws and regulations of which prohibit importation of the Software, Third Party Software, or Source Code and (ii) you are not located in, or under the control of, any country to which the laws and regulations of the U.S. or other applicable export control laws prohibit exportation of the Software, Third Party Software, or Source Code. For text of the relevant legal materials, see <http://www.ni.com/legal/export-compliance.htm>.

(c) 2001–2015 National Instruments. All Rights Reserved.

370406V-01

May 2015

OpenCV Libraries:

License Agreement For Open Source Computer Vision Library
(3-clause BSD License)

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the names of the copyright holders nor the names of the contributors may be used to endorse or promote products derived from this software without specific prior written permission.

This software is provided by the copyright holders and contributors "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 copyright holders or contributors be liable for any direct, 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 software, even if advised of the possibility of such damage.