

## **Camera Control Pro 2**

License Agreement

Nikon Corporation

This Nikon License Agreement ("Agreement") is a legal agreement between you (either an individual or single entity) and Nikon Corporation ("Nikon") setting forth the terms and conditions for your use of the Nikon SOFTWARE accompanying this Agreement (as defined below) which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.

By clicking "Accept" button below, you indicate your acceptance of this Agreement and are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not authorized to install or use the SOFTWARE.

This license is not a sale of the SOFTWARE and you do not become the owner of the SOFTWARE through your purchase of any product and/or use. Nikon and/or Nikon's licensors retain ownership of the SOFTWARE and all copies thereof and all related intellectual property rights, and reserves all rights not expressly granted to you under this Agreement. This Agreement constitutes the complete and exclusive agreement, oral or written, between you and Nikon or any associated company of Nikon relating to the SOFTWARE.

### **1. GRANT OF LICENSE**

Nikon hereby grants to you a non-exclusive, non-sublicensable, perpetual (subject to the provisions of Sections 1 and 4) license to:

- a) Use the trial version of the SOFTWARE ("TRIAL SOFTWARE") on up to two (2) of your own computers for a period of thirty (30) days from the date of installation.
- b) Use the full version of the SOFTWARE ("FULL SOFTWARE") on up to two (2) of your own computers upon valid purchase of a product key ("PRODUCT KEY") for the FULL SOFTWARE from Nikon (TRIAL SOFTWARE and FULL SOFTWARE and associated documentation, including electronic form, collectively "SOFTWARE"); and
- c) Make one (1) copy of the FULL SOFTWARE in machine readable form solely for back-up purposes.

Notwithstanding the foregoing, you may not use the SOFTWARE on more than one computer at the same time.

You may not use the SOFTWARE in connection with multiple systems, networks, servers, or emulations on a main frame or mini computer, provided that you may use the SOFTWARE on up to two (2) of your own computers that are connected to a network or server so long as the SOFTWARE cannot be accessed by other computers via such network or server.

The SOFTWARE is protected by Japanese copyright law and international copyright laws and treaties. Adobe Systems Incorporated is the owner of the copyrights, patents and other intellectual property rights with respect to the "XMP SDK" embedded in the SOFTWARE. ADOBE SYSTEMS INCORPORATED MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO XMP SDK. ADOBE SYSTEMS INCORPORATED ASSUMES NO LIABILITY FOR ANY DAMAGE ARISING OUT OF OR RESULTING FROM XMP SDK. You can obtain XMP SDK from <http://www.adobe.com/devnet/xmp/>. You must reproduce on each copy the Nikon copyright

notice and any other proprietary legends that were on the original.

You authorize Nikon to collect from your computers certain identifying information about your computers (i.e., the operating system, CPU, and terminal ID) as well as information about the SOFTWARE installed (i.e., the product key, name, and version and the region and language codes) for the sole purpose of tracking your compliance with this Agreement. Nikon will not collect any personally identifiable information from your computers during this process. If you do not consent to the collection of this information, you may not install or use the SOFTWARE.

## 2. PRODUCT KEY

You shall treat the PRODUCT KEY as follows:

- a) the PRODUCT KEY shall not be entered into any software other than the SOFTWARE installed on up to two (2) of your own computers;
- b) the PRODUCT KEY shall be used only for the purpose of using the SOFTWARE;
- c) the PRODUCT KEY shall not be disclosed, rented, leased, lent or transferred to any third party.

## 3. RESTRICTIONS

Except as otherwise stated in this Agreement, you may not make or distribute copies of the SOFTWARE to others or electronically transfer the SOFTWARE from one computer to another over a network. The SOFTWARE contains trade secrets, and in order to protect them, you may not decompile, reverse engineer, disassemble or otherwise reduce the SOFTWARE to a human-perceivable form, except as may be permitted by law. **YOU MAY NOT ALTER OR REMOVE ANY COPYRIGHT, TRADEMARK OR OTHER PROTECTIVE NOTICES CONTAINED IN THE SOFTWARE. YOU MAY NOT ASSIGN OR OTHERWISE DISPOSE OF, MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL, DISTRIBUTE, NETWORK, OR CREATE OR HAVE CREATED DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.**

## 4. TERM

The license for the TRIAL SOFTWARE is effective for thirty (30) days from the date of installation. The license for the FULL SOFTWARE is effective until terminated. The license to the SOFTWARE will terminate automatically without notice from Nikon if you fail to comply with any provisions of this license. The license to the SOFTWARE will also terminate automatically when you enter PRODUCT KEY for upgrade, which is the software for owner of PRODUCT KEY for the FULL SOFTWARE, into your own computer on which the SOFTWARE is installed. Upon termination, you must destroy the SOFTWARE and all copies thereof immediately. You may terminate this license at any time by destroying the SOFTWARE and all copies thereof.

## 5. SUPPORT

In the event that you cannot use the FULL SOFTWARE due to a defect in the FULL SOFTWARE, Nikon will provide you with reasonable support at <http://nikonimaging.com/global/>, pursuant to the terms and conditions of which will be determined by Nikon in its sole discretion, without limiting any other remedies you may have under applicable law. Nikon shall not be responsible for providing support to correct defects due to your use of the FULL SOFTWARE in an environment other than as recommended by

Nikon.

## 6. FOREIGN EXPORT

You agree and certify that neither the SOFTWARE nor any related technical data is being or will be shipped, transferred or re-exported, directly or indirectly, into any country in violation of any applicable laws or regulations of the United States or the country in which it was obtained.

## 7. LIMITED WARRANTY AND DISCLAIMER

a) Nikon provides a limited media warranty that the FULL SOFTWARE is recorded on a media that is free from defect in materials and workmanship under normal use and conditions for a period of ninety (90) days from the date of delivery to the original licensee as evidenced by the original receipt. During this period, if there is any defect in the materials or workmanship with respect to the media, you may return it to the Nikon authorized dealer who supplied it, together with your original receipt, and such media will be repaired or replaced free of charge. If you ship the FULL SOFTWARE to your Nikon authorized dealer, you must pay all postage, shipping, transportation, insurance, and delivery costs.

b) THE LIMITED WARRANTIES IN SECTION 7a) EXTEND TO THE ORIGINAL LICENSEE ONLY AND ARE NOT ASSIGNABLE OR TRANSFERABLE. THE LIMITED WARRANTIES DO NOT APPLY IF THE DEFECT OF THE MEDIA HAS RESULTED FROM MISUSE, ABUSE, NEGLIGENCE OR ACCIDENT. ANY REPAIRED OR REPLACED MEDIA SHALL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL LIMITED WARRANTY OR THIRTY (30) DAYS, WHICHEVER IS LONGER. ANY WARRANTY IMPLIED BY LAW ON THE MEDIA, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE ABOVE LIMITED WARRANTIES. NIKON'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER IS LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF THE MEDIA ON WHICH THE SOFTWARE IS RECORDED.

c) THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, AND NIKON, ITS EMPLOYEES, DISTRIBUTORS, DEALERS AND AGENTS SPECIFICALLY DISCLAIM ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NIKON, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, AND AGENTS DO NOT WARRANT THE PERFORMANCE OF OR THE RESULTS YOU MAY OBTAIN FROM THE SOFTWARE, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES. NEITHER NIKON, NOR ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR, EXPENSES OF ANY KIND, WHETHER LOSS OF PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE ARISING OUT OF OR RESULTING FROM THE SOFTWARE, HOWEVER CAUSED, EVEN IF NIKON, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT AND NO USE OF THE SOFTWARE IS AUTHORIZED EXCEPT UNDER THIS DISCLAIMER.

d) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL NIKON NOR ANY OF ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS HAVE LIABILITY OR RESPONSIBILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) CAUSED OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE SOFTWARE LICENSED OR FURNISHED BY NIKON OR ANY OF ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS IN AN AMOUNT GREATER THAN THE FEE PAID BY YOU TO NIKON WITH RESPECT TO THE FULL SOFTWARE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. YOUR STATUTORY RIGHTS ARE NOT AFFECTED BY THIS AGREEMENT.

e) Nikon hereby reserves the right to modify, adapt, translate or improve the SOFTWARE at any time.

#### 8. U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and electronic documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is: Nikon Corporation, 12-1, Yurakucho 1-chome, Chiyoda-ku, Tokyo 100-8331, Japan.

#### 9. GENERAL

This Agreement is governed and shall be construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. In the event a dispute arises under or in connection with this Agreement, you hereby consent to personal jurisdiction of the state and federal courts of New York and waive any objection that such forum is inconvenient. You consent to service of process in any action arising from this Agreement by regular mail or other commercially reasonable means of receipted delivery.

If any provision of the Agreement shall be determined invalid for any reason, the remaining provisions shall not be invalidated and shall remain in full force and effect. This Agreement sets forth the entire agreement and understanding between you and Nikon, and supersedes and replaces any other agreements relating to the subject matter of this Agreement.

The failure of any party to insist upon strict performance of any of the terms or provisions of this Agreement, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. Except as otherwise expressly provided herein, the provisions of Sections 2 a), 2 c), 3, 4 (fourth sentence only), 6, 7, 8 and 9 together with any provisions that by their express terms apply to periods after termination of this Agreement, shall survive termination of this Agreement for any reason.