This End-User License Agreement ("Agreement") sets forth the conditions under which Nikon Corporation ("Company") grants a license to use the Licensed Works (defined in Article 1) to Customer who has purchased Company's optical processing machines and 3D scanners (the Lasermeister series; collectively, the "Product"). This Agreement applies to the use of the Licensed Works by Customer. Prior to using the Product, Customer shall read this entire Agreement and agree to its terms.

End-User License Agreement

Article 1 (Definitions)

In this Agreement, the following terms shall have the meanings set forth below.

(1) "Licensed Software" means the computer programs provided to Customer together with the Product for use with the Product, the information contained within those computer programs, and any changes, modifications, alterations, adaptations, etc. (including version ups, updates, upgrades, etc.) that are provided by Company or its affiliates, or by authorized dealers or distributors who have been directly or indirectly authorized by Company to sell the Product (hereinafter collectively referred to as "Dealers").

(2) "Use" of the Licensed Software means use in the form of object code only on the single Product on which the Licensed Software is initially installed.

(3) "Licensed Documentation" means manuals, training materials, and other materials related to operation and maintenance of the Product that are provided to Customer for use of the Product, including the information contained therein.

(4) "Licensed Works" means the Licensed Software and Licensed Documentation, collectively, including any Copies thereof.

(5) "Copies" means copies, reproductions, modifications, or adaptations of the Licensed Works.

(6) "Licensed Acts" means Using the Licensed Software to operate or maintain the Product for Customer's own business, and using the Licensed Documentation to operate or maintain the Product and the Licensed Software.

Article 2 (Ownership of the Licensed Works)

1. The Licensed Works are protected under the Copyright Acts of Japan and international copyright laws and treaties. All rights in the Licensed Works (including all copyrights and other intellectual property rights) shall belong to Company, the seller of the Products, and its licensors, in any event.
2. Company grants Customer a limited license to use the Licensed Works within the scope as set forth in this Agreement, and such license does not transfer any rights in the Licensed Works to Customer.
3. Company reserves the right to change, modify, alter, adapt, or improve the Licensed Works at any time as it deems necessary.

Article 3 (License)

1. Subject to Customer's compliance with this Agreement, Company grants Customer a non-exclusive right to perform Licensed Acts with respect to the Licensed Works. The right is non-transferable and revocable in accordance with Article 9.
2. If the Licensed Software is provided without being installed on the Product, Customer may Use the Licensed Software only for the Product delivered together with the Licensed Software.

Article 4 (Prohibited Acts)

Customer shall not, without prior written consent from Company, engage in any of the following acts:

(1) To use the Licensed Software for products other than the Product;

(2) To use the Licensed Software in a form other than object code;

(3) To use the Licensed Works in conjunction with hardware or software that is not supplied by Company or by Company's affiliates, or by Dealers;

(4) To copy, reproduce, modify or adapt the Licensed Works or create any derivative works based on the Licensed Works;

(5) To reverse engineer, decompile or disassemble the Licensed Software;

(6) To remove any notice indicating authorship by Company or its licensors from the Licensed Works;

(7) To publish, or sell, transfer or sublicense the Licensed Works, or any part or Copies thereof, to a third party; or

(8) Other use of the Licensed Works that exceed the scope of the Licensed Acts.

Article 5 (Copying/Reproduction)

Notwithstanding the preceding Article, Customer may copy or reproduce the Licensed Documentation to the extent necessary for Licensed Acts. However, Customer shall copy or reproduce the Licensed Documentation without modifying any notices relating to copyright or other intellectual property rights held by Company or its licensors, or any confidential markings of Company.

Article 6 (Confidentiality)

1. Customer shall keep the Licensed Works confidential and shall not disclose or divulge them to any third party without Company's prior written consent, nor use them for purposes other than Licensed Acts.
2. Customer shall protect and handle the Licensed Works with the due care of a prudent manager.
3. Customer may disclose the Licensed Works only to its officers and employees (including workers who are employed by a third party so as to be engaged in work for Customer under the instructions of Customer) (collectively "Officers and Employees") who have a need to know in connection with the Licensed Acts.
4. Customer shall inform its Officers and Employees of the proprietary and confidential nature of the Licensed Works and oblige them to comply with the obligations related to the Licensed Works under this Agreement.

Article 7 (License Fee)

The consideration for the license granted in Article 3 is included in the purchase price of the Product.

Article 8 (Assignment)

Customer shall not assign, sell, transfer, delegate or otherwise dispose of, or sublicense any rights or obligations arising under this Agreement to any third party without Company's prior written consent.

Article 9 (Termination)

Company may immediately terminate the license to use the Licensed Works without any notice if Customer falls under any of the events listed below:

(1) If Customer breaches any provision of this Agreement;

(2) If Customer dishonors any bill or check, or suspends

general payments;
(3) If a third party files a petition for provisional attachment, provisional disposition, attachment, seizure, compulsory execution, auction or equivalent, or is subject to a disposition for failure to pay public taxes and charges;
(4) A petition is filed by or against Customer for the institution of proceedings for bankruptcy, special liquidation, civil rehabilitation, corporate reorganization or equivalent;
(5) If Customer's business license is canceled or suspended;
(6) If Customer resolves on dissolution, merger, company split, capital reduction, transfer of all or a substantial part of the business, share exchange or share transfer;
(7) If there are reasonable grounds to believe the material adverse change in Customer's financial condition has occurred;
(8) If Company's continued performance of this Agreement would conflict with, violate, or contravene any local, state, national or international laws and regulations;
(9) If Customer becomes a Restricted Person (defined in Article 18 (Export Control));
(10) If there is gross negligence willful misconduct, fraudulent concealment or breach of trust; or
(11) If there are reasonable grounds to believe any of the preceding events may occur.

Article 10 (Return/Destruction)

If Company terminates the license to use the Licensed Works pursuant to the preceding Article, Customer shall immediately return all Licensed Works and their Copies licensed by Company, or delete or destroy them in accordance with Company's prior written instructions. If Customer delete or destroy all Licensed Works and their Copies licensed by Company, Customer shall submit documentation evidencing such deletion and destruction to Company.

Article 11 (Damages)

If Company suffers any damages due to Customer's breaches of any of the provisions of this Agreement, Company shall be entitled to claim damages from Customer.

Article 12 (Survival)

Notwithstanding any termination of the license granted for the Licensed Works to Customer, Articles 6, 8, 10 through 22 shall survive any termination.

Article 13 (OSS)

If the Licensed Software contains Open Source Software (OSS) and the OSS license terms differ from the terms of this Agreement, the OSS license terms shall prevail for the OSS and the portions of the programs governed by the OSS license terms.

Article 14 (Log Handling)

The Customer agrees that Company and its designated entities or persons may use logs recorded by the Licensed Software for purposes including fulfilling this Agreement (including investigating product issues, providing maintenance services), improving the Product, and researching and developing successor models of the Product.

Article 15 (Maintenance)

Except as separately agreed in writing between Company or its designated entities or persons and Customer, Company has no obligation to provide support for Licensed Works, including answering questions about the Licensed Works, even if Customer cannot use the Licensed Software due to defects (including minor bugs which Company deems not to affect Customer's use).

Article 16 (Warranties and Disclaimers)

1. If the Licensed Software does not operate as specified in the Licensed Documentation, Company or the Dealers shall respond in accordance with the terms of the contract for the sale and purchase of the Product relating to the Licensed Software.
2. THE FOREGOING PROVISION IS EXCLUSIVE AND SOLE WARRANTIES BY COMPANY AND THE DEALERS FOR THE LICENSED WORKS, AND COMPANY AND THE DEALERS DO NOT WARRANT PERPETUAL OPERATION OR BUG-FREE OF THE LICENSED SOFTWARE.
3. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY'S RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS), AND DISCLAIMS ALL LIABILITY FOR DAMAGES OR OTHER ISSUES ARISING FROM OR RELATED TO DEFECTS IN THE LICENSED SOFTWARE OR CUSTOMER'S USE OF THE LICENSED WORKS.

Article 17 (Limitation of Liability)

1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS LOSS OF USE OR DATA, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED WORKS.
2. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE LICENSED WORKS EXCEED FIFTY PERCENT (50%) OF THE AMOUNT ACTUALLY PAID BY CUSTOMER TO COMPANY OR THE DEALERS FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY.

Article 18 (Export Control)

1. Customer shall comply with all applicable export control, trade embargo and other foreign trade control Laws and Regulations, including but not limited to the Foreign Exchange and Foreign Trade Act, the Cabinet Order and the Ministerial Order thereof, the US Export Administration Regulations, US trade and financial sanctions laws and regulations, the European Dual Use Regulation (No. 2021/821) and other export control, import, sanctions and trade-related regulations applicable to that the Licensed Works and technical data provided by Company to Customer (together "Trade Restrictions"), relating to the performance of its obligations under this Agreement. Customer specifically represents and warrants that it shall not use, resell, export, reexport, distribute, transfer, dispose of or otherwise deal with the Licensed Works or technical data, directly or indirectly, except in full compliance with such Trade Restrictions, including but not limited to licensing requirements. Customer shall not do anything which would cause Nikon or its affiliates to be in breach of applicable Trade Restrictions. or its affiliates to be in

breach of applicable Trade Restrictions.

2. Notwithstanding the generality of Section 1 hereof, Customer hereby acknowledges and agrees that certain Licensed Works or technical data may be subject to US export control laws and regulations, specifically the US Export Administration Regulations. Under no circumstances shall Customer export, reexport, transfer, divert or disclose any such Licensed Works, technical data or any direct product thereof, to:
   (1) a person located or residing in or organized under the laws of comprehensively embargoed territories (currently including Cuba, Iran, North Korea, Syria, Russia, Belarus, Crimea, the Donetsk People's Republic, or the Luhansk People's Republic, Kherson, Zaporizhzhia ("Restricted Territories");
   (2) a person who is
      ① designated under Export Regulations, including but not limited to persons designated on the United States Department of the Treasury Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Blocked Persons List or the US Department of Commerce Bureau of Industry and Security's Entity List, Denied Persons List, or Unverified Lists, or equivalent lists, in force from time-to-time [https://www.trade.gov/consolidated-screening-list],
      ② any entity that is 50% or more owned or otherwise controlled by any of the foregoing, or
      ③ the government of, or any person owned or controlled by or acting on behalf of the government of, the following countries: Cuba, Iran, North Korea, Syria or Venezuela (all the foregoing, collectively, Restricted Persons).
3. Customer further agrees to use its best efforts to ensure that the Licensed Wors and any technical data received under this Agreement (and the indirect products thereof) are not used, sold, or disposed of for the development or manufacturing mass destruction weapons such as nuclear weapons, biological weapons, chemical weapons and missiles, and conventional weapons. Customer shall not sell or otherwise transfer any Licensed Works or technical data (or the indirect products thereof) to any parties that Customer has reason to believe may be using, selling, or disposing of such Licensed Works or technical data (or indirect products thereof) for such purposes.
4. Customer shall defend, indemnify and hold harmless Nikon from any claims, damages, liabilities, costs, fees and expenses (including attorney's fees) incurred by Nikon and its affiliates as a result of the failure or omission of Customer to comply with such applicable Trade Restrictions.

Article 19 (Personal Information)

The handling of personal information shall be governed by the provisions of the Data Processing Agreement accompanying this Agreement.

Article 20 (Amendment of the Agreement)

1. The contents of this Agreement may be amended by Company at its discretion in the event of any of the following:
   (1) If the amendment conforms to the general interest of Customer; or
   (2) If the amendment does not run afoul of the purpose of use of the Licensed Works, and it is reasonable in light of the circumstances concerning the amendment such as the necessity of the amendment, the appropriateness of the details of the amended terms, etc.
2. Company will notify Customer by email or by posting on the website of Company's Advanced Manufacturing Business Unit about the amendment, the amended terms and the effective date.
3. If Customer continues to use the Licensed Works after the effective date of the amended terms, Customer shall be deemed to have agreed to such amended terms.

Article 21 (Governing Law)

This Agreement shall be governed by and construed in accordance with laws of Japan without regard to its conflict of law principles.

Article 22 (Jurisdiction)

Customer and Company agree that the Tokyo District Court will be the court of first instance having exclusive jurisdiction over any dispute that may arise in relation to the Licensed Works or this Agreement.

Article 23 (Precedence)

This Agreement supersedes and takes precedence over any other contracts, provisions, or agreements between Customer and Company or the Dealers.