Yaskawa Electric America, Inc. RUN-TIME MODULE LICENSE AGREEMENT

STOP! READ THE FOLLOWING BEFORE OPENING UNIT

USE OR INSTALLATION OF THIS RUN-TIME MODULE INDICATES THAT YOU ARE AUTHORIZED TO BIND THE USER IN CONTRACT AND THAT THE USER ACCEPTS THE FOLLOWING TERMS. IF THE AUTHORIZED REPRESENTATIVE OF THE USER REJECTS THESE TERMS, THE RUN-TIME MODULE MUST BE RETURNED TO YASKAWA ELECTRIC AMERICA, INC., OR TO THE AUTHORIZED DISTRIBUTOR TO THE EXTENT IT WAS ORDERED FROM AN AUTHORIZED DISTRIBUTOR, IMMEDIATELY FOR A FULL REFUND.

THIS YASKAWA ELECTRIC AMERICA, INC. LICENSE AGREEMENT ('LICENSE AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU "THE USER" AND YASKAWA ELECTRIC AMERICA, INC., ("YEA") FOR THE RUN-TIME MODULE INCORPORATED IN THE TARGET APPLICATION. BY USING THE TARGET APPLICATION, USER AGREES UNCONDITIONALLY TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, EVEN IF THIS LICENSE AGREEMENT IS DEEMED A MODIFICATION OF ANY PREVIOUS ARRANGEMENT OR CONTRACT. IF USER DOES NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, USER MUST NOT USE THE TARGET APPLICATION. INSTEAD, USER MAY RETURN THE TARGET APPLICATION TO THE PLACE USER OBTAINED IT FOR A FULL REFUND (IF APPLICABLE).

Product Licensed (Target Application): MP2300Siec multi axis motion controller.

1. DEFINITIONS

1.1. "End User" means any entity to which Customer provides the Target Application for further distribution or such entity's own use, pursuant to an End User License Agreement

1.2. "End User License Agreement" means a written license agreement in a commercially reasonable form containing the restrictions specified in section 3.3, pursuant to which Customer may sublicense to End Users the Run-Time Module that is incorporated into the Target Application.

1.3. "Object Code" means computer code suitable for machine execution without interpretation or compilation.

1.4. "Run-Time Module" means Object Code incorporated into the Target Application.

1.5. "Software" means the computer programming code including the Run-Time Module and accompanying documentation, including updates, provided by YEA under this agreement.

1.6. "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

1.7. "Target Application" means the product licensed as set forth in at the top of this agreement.

1.8. "User" means a Customer employee or independent contractor who has signed a confidentiality agreement with the Customer in which such employee or independent contractor agrees to protect third party confidential information with terms no less stringent than those set forth herein.

2. LICENSE GRANTS.

YEA grants the Customer the non-exclusive and non-transferable license: (i) to use the Target Application; and (ii) to distribute the Target Application containing the Run-Time module worldwide subject to an End User License Agreement.

3. CONDITIONS.

3.1. General. Customer may not: (i) modify the Run-Time Module; (ii) translate, reverse engineer, decompile, disassemble, or attempt to derive the Source Code of the Run-Time Module; (iii) create a derivative of the Run-Time Module; (iv) extract and reproduce the Run-Time Module separated from the Target Application; (v) use the Run-Time Module other than in operation of the Target Application; or (vi) alter or remove any of YEA's or its licensor's copyright or proprietary rights notices or legends appearing on or in the Target Application. Customer is responsible for informing all Users and End Users of the restrictions set forth in this Agreement.

3.2. Export Control. Customer is prohibited from exporting the Run-Time Module in contravention of applicable U.S. and foreign export laws and regulations

3.3. End User License Agreements. Customer shall take all steps necessary to protect YEA and its licensors' proprietary rights in the Run-Time Module and to ensure that each Run-Time Module distributed by Customer will be accompanied by a localized copy of an End User License Agreement. Such End User License Agreement shall prohibit the End User from: (i) copying the Run-Time Module; (ii) transferring the Run-Time Module to a third party apart from the Target Application; (iii) modifying, decompiling, disassembling, reverse engineering, or otherwise attempting to derive the Source Code of the Run-Time Module; (iv) exporting the Run-Time Module in contravention of applicable U.S. and foreign export laws and regulations; and (v) using the Run-Time Module other than in connection with operation of the Target Application. In addition the End User License Agreement shall: (i) state that the Run-Time Module is licensed, not sold and that Customer and its licensors retain ownership of all copies of the Run-Time Module; (ii) expressly disclaim all implied warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement; (iii) exclude liability for any special, indirect, punitive, incidental and consequential damages; and (iv) require that any further distribution of the Run-Time Module be subject to the same restrictions set forth herein. The End User License Agreement shall state, with respect to the Run-Time Module, YEA and its licensors are third party beneficiaries of the End User License Agreement and that the provisions related to the Run-Time Module are made expressly for the benefit of, and are enforceable by, YEA and its licensors.

4. OWNERSHIP.

Title, ownership rights and intellectual property rights in and to the Software shall remain in YEA and its suppliers and are protected by US and international copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. There is no transfer to End User of any title to or ownership of the Software and the license granted under this Agreement should not be

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construed as a sale of any right in the Software. All rights not specifically granted under this License Agreement are reserved by YEA.

5. TERMINATION

5.1. Termination for Cause. Either party may terminate this Agreement immediately upon written notice for the material breach of the other party, which material breach is curable and has remained uncured for a period of thirty (30) days from the date of delivery of written notice thereof to the breaching party.

5.2. Consequences of Termination. Upon termination, Customer shall: (i) not use the Run-Time Module for any purpose whatsoever and (ii) immediately destroy or return to YEA all material belonging to YEA including without limitation all Software, Run-Time Modules.

6. LIMITED WARRANTY.

6.1. Limited Warranty. YEA warrants that the flash memory on which the Run-Time Module is delivered will be free from defects in materials or workmanship for a period of ninety (90) days from the date of shipment of Target Application to Customer ("Warranty Period"). If during the Warranty period the flash memory proves to be defective, YEA will repair or replace such media, at YEA's option, as Customer's sole remedy for any breach of warranty hereunder. Customer assumes full responsibility for: (i) the selection of the Target Application; (ii) the proper installation and use of the Target Application (iii) verifying the results obtained from the use of the Target Application; and (iv) taking appropriate measures to prevent damage to the Target Application. YEA does not warrant that the quality or performance of the Target Application will meet Customer's requirements or that Customer will be able to achieve any particular results from use of the Target Application or that the Target Application will operate free from error.

6.2. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, YEA AND IT LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MECRCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFIRNGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YEA SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. Some jurisdictions do not allow the limitation or exclusion of implied warranties or how long an implied warranty may last, so the above limitations may not apply to Customer. This warranty gives Customer specific legal rights and Customer may have other rights that vary from jurisdiction to jurisdiction.

7. CUSTOMER INDEMNITY

Customer will defend at its expense and indemnify YEA from and against any losses, costs or damages resulting from or in connection with any claims by third parties resulting from or in connection with the use or distribution of the Target Application by Customer and Customer's direct and indirect End Users in any country, provided that YEA gives Customer prompt written notice of any such claim, tenders to Customer the defense or settlement of any such claim at Customer's expense, and cooperates with Customer, at Customer's expense, in defending or settling such claim. This indemnification obligation shall not apply to infringement actions or claims if such actions or claims are based solely on the use of the Target Application in the form provided by YEA.

8. LIMITATION OF LIABILITY

8.1. YEA AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSITITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF YEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL YEA'S AGGREGATE CULMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO YEA BY CUSTOMER PURSUANT TO THIS AGREEMENT. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so this limitation and exclusion may not apply to Customer.

8.2. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITIES ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YEA AND CUSTOMER. YEA WOULD NOT BE ABLE TO PROVIDE THE TARGET APPLICATION WITHOUT SUCH LIMITATIONS.

9. GENERAL.

9.1. Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Illinois without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising under this Agreement shall be brought exclusively in Superior Court of the State of Illinois in Lake county or the U.S. District Court for the Northern District of Illinois in Chicago, Illinois, as permitted by the law. Customer consents to the personal jurisdiction of the above courts.

9.2. Attorneys' Fees. In the event any proceeding or lawsuit is brought by YEA or Customer in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

9.3. Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Customer will cause YEA irreparable damage for which recovery of money damages would be inadequate, and that YEA shall be entitled to obtain timely injunctive relief to protect YEA's rights under this Agreement in addition to any and all remedies available at law.

9.4. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses in Exhibit A or such address as either party may designate for itself in writing.

9.5. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives or such unenforceable or invalid provisions within the limits of applicable law or applicable court decisions.