END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THE AGREEMENT CAREFULLY. BY USING THE SOFTWARE OR A PRODUCT IN WHICH THE SOFTWARE IS EMBEDDED, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT") AND AGREE TO BE BOUND BY THEM. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

1 SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions applicable to the license granted herein by New Scale Technologies, Inc. ("NST"), owner of New Scale Robotics Division ("NSR") for the NSR Devices / Pathway / VCS software / any other embedded and accessory software ("Software") for various NST or NSR products. NST family of products include; M3 Motion Modules using Pathway Software; Multi-probe Manipulators using VCS Software and Q-Span Products using NSR Devices Software; this Agreement covers any additional software that may be developed for these or other products. The software is provided on a controller installed in one of the above products when purchased or may be downloaded from New Scale Robotics or New Scale Technologies Websites. The term “Software” includes all (i) NST or third-party computer information of software which is a part of the NST family of products; (ii) related explanatory written materials or files; and (iii) all patches, error corrections, updates, upgrades, enhancements, modifications, additional software components provided by NST to be embedded in the product. This Agreement governs the license to use the Software by you, the purchaser or user of a NST product ("Licensee").

2 LICENSE GRANT AND RESTRICTIONS

2.1.1 NST grants to Licensee, and Licensee accepts, a non-exclusive, non-transferable license during the term of the Agreement to use the Software solely in connection with the NST product in which the Software is embedded and only as authorized in and subject to this Agreement. Licensee agrees that (1) Licensee may only use the Software in accordance with the terms of the Agreement; (2) Licensee may only use the Software for its own internal business purpose and within the scope of the Software application with respect to one NST product; (3) Licensee will not pledge, lease, rent or assign to, or share Licensee’s rights or
obligations under this Agreement with, any third party; (4) except as permitted by mandatory law; Licensee shall not, under any circumstances, reverse engineer, decompile, disassemble or otherwise attempt to discover, reconstruct or identify the source code of the Software or any user interface techniques, algorithms, logic, protocol, or specifications included, incorporated, or implemented herein; (5) the Software shall not be used in any way which would violate any Export Laws (as defined in Section 7 herein) and; (6) Licensee will not transfer or make the Software available to any third party, or create derivative works of the Software, without NST’s prior written consent, and in the event of any violations of this Section 2.1 NST is not liable for any damage or harm caused by its Software, the NST products to Licensee or any third party.

2.1.2 This Software is the intellectual property of and is owned by NST and/or its licensors. The structure, organization and code of the Software are valuable trade secrets and confidential information of NST and / or its licensors. Unless permitted by law or specifically and expressly permitted by NST in writing, Licensee shall not modify, adapt or translate the Software. NST’s trademarks shall be used only in accordance with accepted trademark practice, including identification of trademark owners’ names. The trademarks shall only be used to identify printed output produced by the Software and such use of any trademark does not give Licensee any rights of ownership in the trademark. Except for the license granted in Section 2 above, this Agreement does not grant Licensee any intellectual property rights in or license to the Software and all rights and licenses not expressly granted here in are reserved by NST. Licensee agrees that all right, title and interest in the Software, including the intellectual property, is and remains the sole property of NST and /or its licensors.

3 CONSIDERATION

3.1.1 The purchase price paid by Licenses to NST for the Product includes the licensee fee for the license to use the Software granted under this Agreement.

3.1.2 NST reserves the right to demand an annual license fee in the future.

3.1.3 NST reserves the right to demand an additional license fee for future updates, upgrades, enhancements and / or additional software components provides by NST to be embedded in the Product.

4 TERM AND TERMINATION

4.1.1 This Agreement is effective upon Licensee’s receipt and use of the Software and shall continue until terminated pursuant to this Section 4. Licensee may terminate this Agreement by terminating its use of the Software. NST may terminate this Agreement for convenience by providing ninety (90) days’ notice to the Licensee.

4.1.2 NST may terminate this Agreement for cause at any time upon the occurrence of any of the following events: (1) breach by Licensees of any term hereof that is not cured within thirty (30) days written notice of such default, if cure is possible, otherwise this Agreement is terminated upon breach with immediate effect; (2) Licensee’s failure to pay any purchase
price or license fees when due and owning under this Agreement, if applicable; or (3) Licensee’s default under any other agreement with NST.

4.1.3 Upon termination, Licensee shall immediately cease to use the Software.

5 WARRANTY AND DISCLAIMER

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN “AS IS” BASIS AND NST MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE DOCUMENTATION AND SOFTWARE AND HEREBY EXPRESSLY EXCLUDES ANY WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR ANY OTHER WARRANTIES OR GUARANTEES THAT MAY ARISE FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER NST OR ITS SUPPLIERS, INCLUDING – WITHOUT LIMITATION- ITS LICENSORS, MAKES ANY REPRESENTATION, WARRANTY, OR OTHER COMMITMENT REGARDING (1) THE USE OR INABILITY TO USE THE SOFTWARE; OR (2) ANY RESULTS OF SUCH USE IN TERMS OF CORRECTNESS, ACCURACY OR RELIABILITY. LICENSEE UNDERSTANDS AND AGREES THAT IT ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE.

6 LIMITATIONS OF LIABILITY AND REMEDIES

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NST BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY LICENSEE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOSS OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTIONS TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION OR OTHER DATA, THE COST OF RECOVERING SUCH LOST INFORMATION OR DATA, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE REGARDLESS OF WHETHER NST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NST’S AGGREGATE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO THE GREATER OF: (1) THE ANNUAL LICENSE FEE PAID BY LICENSEE FOR USE OF THE SOFTWARE; OR (2) ONE HUNDRED U.S. DOLLARS ($100.00). THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCE GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT.

7 EXPORT LAWS

Licensee agrees to comply with all applicable laws and regulations, including export laws of the United States and any other applicable country or jurisdiction. Licensee agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other country’s
export laws, restrictions or regulations (collectively the “Export Laws”). In addition if the Software is identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (currently, including without limitation the following countries: Iran, Syria, Venezuela, Cuba, and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Software. The Software shall not under no circumstances be used by Licensee for planning, construction, maintenance, operation or use, directly or indirectly in nuclear power plants, missile technology, chemical or biological weapons applications.

8 **INDEMNIFICATION**

Licensee shall defend, indemnify and hold NST and its affiliates, employees and agents harmless, from and against all sums, claims, costs, duties, liabilities, losses, obligations, suits, actions, damages, penalties, awards, fines, interest and other expenses (including investigation expenses and attorney’s fees) that NST may incur or be obligated to pay as a result of Licensee’s unauthorized use, modification, resale, transfer, shipment or export of the Software.

9 **GOVERNING LAW AND JURISDICTION**

This Agreement shall be covered by and construed in accordance with the laws of New York State; United States of America, without giving effect to conflict of law’s provisions thereof. The parties expressly disclaim the applicability of the United Nations Convention on Contracts for the international Sale of Goods. All disputes arising out of or in connection with the Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the international Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Rochester, New York. The arbitration shall be conducted in the English language. The foregoing notwithstanding, NST may seek preliminary, temporary, or permanent injunctive relief and other equitable remedies in any court of competent jurisdiction prior to or during arbitration and may enforce the aware of the arbitrator in any court of competent jurisdiction.

10 **CONFIDENTIALLY**

Each party (the “Receiving Party”) may receive or be given access to the business, product or service or customer information of the other Party (the “Disclosing party”), that is marked or otherwise identified as “proprietary” or “confidential” or that is of such a nature that a reasonable person would understand such information to be proprietary of confidential (“Confidential Information”). A Party’s confidential information shall not be deemed to include information that (a) is or becomes publicly known other than through any act or omission of the Receiving party; (b) was in the other Party’s lawful possession without any
obligations of confidentiality before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; (d) is independently developed by the Receiving party without use of or reference to the Confidential Information of the Disclosing Party, which independent development can be shown by written evidence; or is required to be disclosed by applicable law, by any court of competent jurisdiction of by any regulatory or administrative body, provided the Receiving Party will promptly notify the Disclosing party upon learning of any such legal requirement, and reasonable cooperate with the Disclosing Party in the exercise of its right to protect the confidentiality of the Confidential information before any tribunal or governmental agency.

11 ENTIRETY OF THE AGREEMENT

This agreement shall constitute the complete, final and exclusive agreement between NST and Licensee with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties relating to this subject matter hereof; provided that all confidentiality and mutual non-disclosure agreements previously executed by Licensee and NST shall remain in full force and effect. If any of the terms and conditions of this Agreement is held by any competent court or authority to be invalid or unenforceable in whole or in part, the validity of the reminder of this Agreement shall not be affected thereby and shall remain in full force and effect. The additional or conflicting terms of Licensee’s purchase order or other ordering documents (other than quantity, price, and delivery terms shall not amend the terms of the Agreement and are hereby rejected.

12 CHANGES TO THE AGREEMENT

NST reserves the right, in its sole and absolute discretion, to change the terms of the Agreement, including – without limitation – to demand an annual license fee, cf. Section 3.1.2 or an additional licenses fee cf. Section 3.1.3 by providing ninety (90) days’ notice to the Licensee.