

**WINDOWS® CE BINARY BSP LICENSE AGREEMENT****Please Read:**

Logic provides sample downloadable evaluation Windows CE images (NK.bins) for customers to evaluate the Windows CE operating system on Logic's line of Development Kits. These sample images are provided as part of the Microsoft® Windows CE Hardware Kitting Program and are posted to the downloads section of the Logic website. These images are licensed for evaluation purposes only, and not intended for commercial use. Please reference Application Note 296 entitled "When to Use an NK.bin" for information about the capabilities of the binary OS images.

If your development effort requires the use of a board support package (BSP), Logic provides a binary BSP as a downloadable item from the website. In order to obtain Logic's Windows CE binary BSP the following requirements must be satisfied.

1. This document must be read, the license agreement completed, and two signed original copies must be faxed or mailed to Logic Product Development at:

Logic Product Development
Attn: Logic Product Sales
411 North Washington Avenue Suite 400
Minneapolis, MN 55401 U.S.A.

or

fax a signed copy to Logic Product Development at (612) 672-9489.

2. A Windows CE Binary BSP Build support contract must be purchased. The support contract is used to provide 5 hours of engineering-level support of BSP usage and application to custom design activity. More information about support packages can be found at <http://www.logicpd.com/support>.
3. This license agreement is for the following Logic product: LMX31 LITEKIT
4. The following contact information must be filled in and included with the completed license agreement:

Name: EUGENE MASHON
Title: ENGINEER
Phone Number: (831) 775-1022
e-mail Address: mashone@mbari.org

Company: MBARI
Address: 7700 SANDHOLDT ROAD
MOS LAUNING, CA 95031

Windows CE BSP Functionality and Purpose:

Logic's Windows CE binary BSP includes peripheral drivers, the OAL (OEM Adaptation Layer), and a build environment to build and deploy a Windows CE operating system on a Logic hardware platform. The BSP is required to create a custom Windows CE image based on end customer product requirements. This may be necessary if the sample NK.bins (prepackaged Windows CE images) do not meet your requirements (e.g., memory size, display, OS components, driver additions).

For more information on purchasing or licensing the Windows CE BSP in binary or source code format for a custom board solution, please contact Logic sales at product.sales@logicpd.com.



LOGIC PRODUCT DEVELOPMENT COMPANY

WINDOWS CE BINARY BOARD SUPPORT PACKAGE (BSP) SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made on this 12 day of NOVEMBER 2008 ("Effective Date") between Logic Product Development Company ("Logic"), a Minnesota corporation, located at 411 North Washington Avenue, Suite 400, Minneapolis, MN U.S.A. 55401 and MBARI (an CALIFORNIA corporation, located at 7100 SANDHOLM DRIVE, MOSCOW, IDAHO 83843). Licensee desires by this Agreement to obtain from Logic licenses to distribute the Licensed BSP(s) and establish the terms and conditions of all such transactions between them. Therefore, Logic and Licensee agree as follows:

1. Definitions.

- (a) "Documentation" means any information, written or otherwise, provided to Licensee by Logic describing a Licensed BSP, its operation and matters related to its use and any updated, improved or modified version(s) of such materials, in published written material, on magnetic media or communicated by electronic means.
- (b) "Licensed BSP" means the Windows CE Binary Board Support Package (BSP) components, and updated, improved or otherwise modified version(s) thereof furnished by Logic (in its sole discretion) to Licensee. Licensed BSP is licensed for use only with Logic's board level products.
- (c) "Image" means the Licensed BSP and the non-LOGIC software (Windows CE Operating System run-time licenses) owned or licensed by Licensee, installed on the Licensee Product.
- (d) "Licensee Product" means any computing device requiring the integration of Licensed BSP.
- (e) "Modifications" means any derivative work of the Licensed Software (as the term derivative work is defined under applicable copyright law), including without limitation, any addition to, deletion from or other change to contents (including the substance or structure) of the Source Code or Executables thereof. Modifications shall include translations of the Licensed Software and code for porting Licensed Software to a particular platform.
- (f) "Source Code" means the human readable form of the Licensed Software, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against any aspect of the Licensed Software, and including all documentation and notes therefore to the extent actually provided to you by Logic Product Development. Source code is not provided in this license agreement, and is subject to a separate license agreement.

2. License Grant; Ownership.

2.1 License Grant. Subject to all the terms and condition this Agreement, Logic hereby grants to Licensee the following non-exclusive, non-transferable, limited, worldwide license rights:

- (i) to incorporate Licensed BSP Binaries as part of an Image, for installation on Licensee Products utilizing a Logic board level product;
- (ii) Licensee shall not distribute or use the Licensed BSP Binaries as part of any Image, except when bundled with a Logic board level product licensed for Windows CE.

2.2 No Reverse Engineering. Licensee shall not and shall take reasonable steps to ensure that end users and Licensee selected manufacturers shall not (i) copy, modify, create any derivative work of, or include in any other software the Licensed BSP or any portion thereof, or (ii) reverse assemble, decompile, decrypt, reverse engineer or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization from the Licensed BSP.

2.3 Copyright Notices. Licensee agrees not to remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Licensed BSP.

2.4 No Implied License. Except for the express license granted herein, no other licenses are granted by implication, estoppel or otherwise, including any licenses to use Logic's name, trademarks or service marks.

2.5 Ownership. Logic retains all right, title and interest in and to the Licensed BSP and Documentation. Logic shall own all rights in any modifications or enhancements made to the Licensed BSP when they are made by Logic or by the Licensee. Licensee shall retain all right, title and

Logic PN: 1000729 Rev F

interest in any additional functionality created that is not in any way an enhancement or derivative of the Licensed BSP provided by Logic in connection with this agreement. Licensee shall retain a cost-free license to any modifications Licensee has made to the Licensed BSP.

2.6 **Delivery of Modifications.** Within five (5) days at the end of each calendar quarter, Licensee will deliver to Logic a complete copy, in source code and object code forms, of every modification or improvement that Licensee has made to the Licensed BSP in the preceding calendar quarter, together with all associated designs, documentation, and testing materials. Licensee will deliver such modifications or improvements in electronic form on a "Zip Disk" or in such other format as Logic may designate.

3. **License Fee.** The Licensed BSP Binaries generated by Logic will be provided to Licensee free of up front charges and recurring royalties provided Licensee only utilizes Licensed BSP Binaries on Logic's board level products. Any other licensed programs, will require a separate License Agreement and may be subject to License fees. All other provision of this agreement remain in effect.

4. **Term.** Unless terminated earlier as provided in Section 5 below, this Agreement shall have a term seven years commencing from the Effective Date and shall automatically renew for additional three year terms thereafter unless either party elects not to renew by giving the other party 60 days written notice prior to the end of the Agreement term then in effect.

5. **Noncompliance and Cancellation.** In addition to other remedies under applicable law, Logic may suspend any rights granted to Licensee under this Agreement and/or refuse to fulfill or to limit orders placed by Licensee, and/or cancel this Agreement, in its entirety or as to any individual Licensed BSP(s), upon any of the following events:

- (i) If Licensee materially breaches any provision of this Agreement or any other agreement between Licensee and Logic; or
- (ii) Immediately upon the insolvency, bankruptcy, assignment for the benefit of creditors of Licensee.

Upon cancellation or expiration of this Agreement, Licensee shall cease distribution of all Licensed BSP, and all of Licensee's license rights herein shall cease. Licensee shall furnish to Logic written certification by an authorized representative of Licensee that the original and all copies, including partial copies, of the Licensed BSP not installed in Licensee products, and any Documentation and any material received from Logic or made in connection with such license have been returned to Logic. Termination or expiration of this license shall not impact the use of any Licensed BSP distributed by Licensee with Licensee Products prior to the termination or expiration of the Agreement.

Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3, 6, 8, 9, 10, 11, and 13 shall survive expiration or termination of this Agreement.

6. **Nature of Licensed BSP: No Warranties.**

(i) The Licensed BSP is complex computer software. Performance of the Licensed BSP will vary depending upon hardware platform, software interactions, and Licensed BSP configuration. Licensee acknowledges that software bugs may be identified when the Licensed BSP is used in Licensee's particular Licensee Product. Licensee therefore accepts the responsibility of satisfying itself that each Licensed BSP is suitable for use in Licensee's Product. This includes conducting exhaustive testing of Licensee's Image on the Licensee Product. Licensee agrees that it will implement for its use of the Licensed BSP such measures as may be required by Section 7 below.

(ii) LICENSED BSP IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE. LOGIC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LOGIC ALSO DISCLAIMS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE LICENSED BSP OR AGAINST INFRINGEMENT.

7. **Licensee's Duties.** LICENSEE SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THAT THE LICENSED BSP ARE SUITABLE IN QUALITY AND PERFORMANCE FOR USE IN LICENSEE'S PRODUCT(S). BECAUSE THE LICENSED BSP ARE NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS, INTERRUPTS, ETC., LICENSEE AGREES THAT ITS TESTING WILL INCLUDE FAILURE MODE AND EFFECTS ANALYSIS. LICENSEE SHALL IMPLEMENT SUCH MEASURES OR PROTECTIONS AS ARE NECESSARY TO PREVENT INJURY OR LOSS ARISING FROM FAILURE OF LICENSED BSP IN CONNECTION WITH FORESEEABLE USES OF LICENSEE'S PRODUCT(S). LICENSEE SHALL ALSO BE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF AND FOR PROVIDING ANY NOTICES OR WARNINGS TO TRANSFEREES OR USERS OF LICENSEE'S PRODUCT(S) OR OTHERS WHO MAY BE AFFECTED BY SUCH USE.

8. **Damage Exclusions, Limitation of Liability, Exclusive Remedy.** For each Licensed BSP, Licensee agrees that in no event will Logic and/or Logic's respective officers, employees, and agents (collectively, "Logic Representatives") be liable to Licensee, whether in contract (including any provision of this Agreement), tort, or otherwise, in any amount that exceeds one hundred percent (100%) of the amount paid by Licensee to Logic for licenses for that Licensed BSP. Licensee's exclusive remedy for any breach of this Agreement by Logic or by Logic Representatives will be the recovery of Licensee's direct damages incurred in reasonable reliance, limited to the foregoing amount.

EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL LOGIC OR ANY LOGIC REPRESENTATIVES BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR ECONOMIC DAMAGES, REGARDLESS

Logic PN: 1000729 Rev F

OF THE THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY OR NEGLIGENCE), OR FOR ANY LOST REVENUE, PROFIT, DATA, PRIVACY OR SECURITY, OR FOR ANY PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE LICENSED BSP, EVEN IF LOGIC OR LOGIC REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Logic shall indemnify and hold harmless Licensee from and against any and all claims, damages, expenses, fees, costs, and liability, including reasonable attorneys' fees, resulting from a charge that the Licensed BSP infringe any intellectual property right of any third party.

9. **Support.** Licensee will be solely responsible for supporting its customers, including resellers and end users and for maintaining compatibility with any Logic Licensed BSP updates. Under the terms of this AGREEMENT, Logic will not provide any support services to Licensee. Furthermore, Logic is not required to provide any upgrades, modifications and enhancements that Logic may make to the code. Logic can provide Licensee with support for the Licensed BSP, through Licensee attending training or purchasing a technical support contract.

10. **Protection of Licensed Materials/Confidentiality.** Both parties agree to abide by the confidentiality terms and conditions set forth in the in Exhibit A, attached hereto and incorporated by this reference. The parties shall treat the terms and conditions of this Agreement as confidential information. Each party shall obtain the other's consent prior to any publication, presentation, public announcement or press release concerning this Agreement.

11. **Export.** The parties acknowledge that the Licensed BSP and Confidential Information (as defined in Exhibit A) disclosed by each of them under this Agreement may be subject to export control laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Licensed BSP or Confidential Information of the other party without first obtaining all required United States or other governmental authorizations or licenses.

12. **No Assignment.** Except as otherwise provided in this Section 12, Licensee may not assign this Agreement or the license granted hereunder and any attempt to do so shall be void. Licensee agrees that this Agreement binds Licensee and each of its employees, agents, representatives, and persons associated with it, and Licensee's affiliated and subsidiary firms, corporations and other organizations, and its successors and permitted assigns.

13. **Notices.** Notices to Licensee shall be sent to the address specified beneath Licensee's signature below and to Logic Product Development Company, 411 North Washington Avenue, Suite 400, Minneapolis, Minnesota 55401, Attention: Product Sales-Licensing agreements or such new address as a party specifies to the other in writing.

14. **General.** This Agreement is governed by the law of the State of Minnesota. It is the complete and exclusive statement of the understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which are inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by Logic and Licensee. Any waiver by either party of any condition, part, term, or provision of this Agreement shall not be construed as a waiver of any other condition, part, term or provision or a waiver of any future event or circumstance. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

This Agreement shall be effective and binding on the parties only after acceptance by a duly authorized representative of each party.

LOGIC PRODUCT DEVELOPMENT COMPANY

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Company: _____

Address: _____

EXHIBIT A**CONFIDENTIALITY TERMS AND CONDITIONS**

1. DEFINITION. "Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how, and pre-release products; provided that information disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information by the receiving party ("Receiving Party") only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2. DESCRIPTION. The Confidential Information to be disclosed under this Agreement is described as follows: The Licensed BSP(s) (as described in the Software Source Code License Agreement), Documentation and any other information identified as "confidential" at the time of disclosure by, in the case of tangible information, by marking same as "Confidential" and in the event of intangible information, but identifying same as confidential at the time of disclosure and summarizing the intangible disclosure in writing delivered to the receiving party within 30 days of the initial disclosure.

3. PURPOSE. The Receiving Party may use the Confidential Information solely for the purpose of integrating the Licensed BSP with Licensee's Product (as described in the Software Source Code License Agreement).

4. DISCLOSURE. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5. SECURITY MEASURES. Licensee shall keep the Licensed BSP in strict confidence. Licensee shall take all reasonable steps, both during and after the term of this Agreement to ensure that no unauthorized person shall have access to the Licensed BSP and that no unauthorized copy, in whole or in part, in any form shall be made. Licensee agrees to use the Licensed BSP and related Documentation disclosed to it hereunder under carefully controlled conditions solely for the purposes set forth in this Agreement, and Licensee shall observe, at a minimum the same level of security, copy restrictions and non-disclosure as it exercises with respect to the source code and related Documentation for its own products (but in no event less than reasonable efforts). Licensee shall restrict access to the Licensed BSP to full time employees who "need to know". Licensee shall (i) require all such authorized employees to sign non-disclosure agreements in reasonable form and substance consistent with the confidentiality obligations herein; and (ii) take reasonable measures to enforce the provisions of such non-disclosure agreements.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Receiving Party shall have no obligation with respect to information which: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; and (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale. Further, the Receiving Party may disclose Confidential Information under a valid order issued by a court or government agency, provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation and (ii) the opportunity to oppose such disclosure.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon written demand of the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. NO LICENSES. The Disclosing Party shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by the Disclosing Party is either granted or implied by the disclosure of Confidential Information.

9. DISCLAIMER. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by it to the Receiving Party with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10. TERM. This Agreement shall continue for a term of 7 years.

Logic PN: 1000729 Rev F



WINDOWS® CE BINARY BSP LICENSE AGREEMENT

Please Read:

Logic provides sample downloadable evaluation Windows CE images (NK.bins) for customers to evaluate the Windows CE operating system on Logic's line of Development Kits. These sample images are provided as part of the Microsoft® Windows CE Hardware Kitting Program and are posted to the downloads section of the Logic website. These images are licensed for evaluation purposes only, and not intended for commercial use. Please reference Application Note 296 entitled "When to Use an NK.bin" for information about the capabilities of the binary OS images.

If your development effort requires the use of a board support package (BSP), Logic provides a binary BSP as a downloadable item from the website. In order to obtain Logic's Windows CE binary BSP the following requirements must be satisfied.

1. This document must be read, the license agreement completed, and two signed original copies must be faxed or mailed to Logic Product Development at:

Logic Product Development
Attn: Logic Product Sales
411 North Washington Avenue Suite 400
Minneapolis, MN 55401 U.S.A.

or

fax a signed copy to Logic Product Development at (612) 672-9489.

2. A Windows CE Binary BSP Build support contract must be purchased. The support contract is used to provide 5 hours of engineering-level support of BSP usage and application to custom design activity. More information about support packages can be found at <http://www.logicpd.com/support>.
3. This license agreement is for the following Logic product: LMX31 LITEKIT
4. The following contact information must be filled in and included with the completed license agreement:

Name: EVGENE MASHAL
Title: ENGINEER
Phone Number: (818) 775-1177
e-mail Address: mashal@mbari.org

Company: MBARI
Address: 7700 SANDHOLDT RD
MOSS LAKE, CA
95658

Windows CE BSP Functionality and Purpose:

Logic's Windows CE binary BSP includes peripheral drivers, the OAL (OEM Adaptation Layer), and a build environment to build and deploy a Windows CE operating system on a Logic hardware platform. The BSP is required to create a custom Windows CE image based on end customer product requirements. This may be necessary if the sample NK.bins (prepackaged Windows CE images) do not meet your requirements (e.g., memory size, display, OS components, driver additions).

For more information on purchasing or licensing the Windows CE BSP in binary or source code format for a custom board solution, please contact Logic sales at product.sales@logicpd.com.



LOGIC PRODUCT DEVELOPMENT COMPANY

WINDOWS CE BINARY BOARD SUPPORT PACKAGE (BSP) SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made on this 12 day of DECEMBER, 2008 ("Effective Date") between Logic Product Development Company ("Logic"), a Minnesota corporation, located at 411 North Washington Avenue, Suite 400, Minneapolis, MN U.S.A. 55401 and MBAR (an) CALIFORNIA corporation, located at 1700 SANDHILL DRIVE, DUBLIN, CALIFORNIA 94568. Licensee desires by this Agreement to obtain from Logic licenses to distribute the Licensed BSP(s) and establish the terms and conditions of all such transactions between them. Therefore, Logic and Licensee agree as follows:

1. Definitions.

- (a) "Documentation" means any information, written or otherwise, provided to Licensee by Logic describing a Licensed BSP, its operation and matters related to its use and any updated, improved or modified version(s) of such materials, in published written material, on magnetic media or communicated by electronic means.
- (b) "Licensed BSP" means the Windows CE Binary Board Support Package (BSP) components, and updated, improved or otherwise modified version(s) thereof furnished by Logic (in its sole discretion) to Licensee. Licensed BSP is licensed for use only with Logic's board level products.
- (c) "Image" means the Licensed BSP and the non-LOGIC software (Windows CE Operating System run-time licenses) owned or licensed by Licensee, installed on the Licensee Product.
- (d) "Licensee Product" means any computing device requiring the integration of Licensed BSP.
- (e) "Modifications" means any derivative work of the Licensed Software (as the term derivative work is defined under applicable copyright law), including without limitation, any addition to, deletion from or other change to contents (including the substance or structure) of the Source Code or Executables thereof. Modifications shall include translations of the Licensed Software and code for porting Licensed Software to a particular platform.
- (f) "Source Code" means the human readable form of the Licensed Software, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against any aspect of the Licensed Software, and including all documentation and notes therefore to the extent actually provided to you by Logic Product Development. Source code is not provided in this license agreement, and is subject to a separate license agreement.

2. License Grant; Ownership.

2.1 License Grant. Subject to all the terms and condition this Agreement, Logic hereby grants to Licensee the following non-exclusive, non-transferable, limited, worldwide license rights:

- (i) to incorporate Licensed BSP Binaries as part of an Image, for installation on Licensee Products utilizing a Logic board level product;
- (ii) Licensee shall not distribute or use the Licensed BSP Binaries as part of any Image, except when bundled with a Logic board level product licensed for Windows CE.

2.2 No Reverse Engineering. Licensee shall not and shall take reasonable steps to ensure that end users and Licensee selected manufacturers shall not (i) copy, modify, create any derivative work of, or include in any other software the Licensed BSP or any portion thereof, or (ii) reverse assemble, decompile, decrypt, reverse engineer or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization from the Licensed BSP.

2.3 Copyright Notices. Licensee agrees not to remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Licensed BSP.

2.4 No Implied License. Except for the express license granted herein, no other licenses are granted by implication, estoppel or otherwise, including any licenses to use Logic's name, trademarks or service marks.

2.5 Ownership. Logic retains all right, title and interest in and to the Licensed BSP and Documentation. Logic shall own all rights in any modifications or enhancements made to the Licensed BSP when they are made by Logic or by the Licensee. Licensee shall retain all right, title and

Logic PN: 1000729 Rev F

interest in any additional functionality created that is not in any way an enhancement or derivative of the Licensed BSP provided by Logic in connection with this agreement. Licensee shall retain a cost-free license to any modifications Licensee has made to the Licensed BSP.

2.6 Delivery of Modifications. Within five (5) days at the end of each calendar quarter, Licensee will deliver to Logic a complete copy, in source code and object code forms, of every modification or improvement that Licensee has made to the Licensed BSP in the preceding calendar quarter, together with all associated designs, documentation, and testing materials. Licensee will deliver such modifications or improvements in electronic form on a "Zip Disk" or in such other format as Logic may designate.

3. License Fee. The Licensed BSP Binaries generated by Logic will be provided to Licensee free of up front charges and recurring royalties provided Licensee only utilizes Licensed BSP Binaries on Logic's board level products. Any other licensed programs, will require a separate License Agreement and may be subject to License fees. All other provision of this agreement remain in effect.

4. Term. Unless terminated earlier as provided in Section 5 below, this Agreement shall have a term seven years commencing from the Effective Date and shall automatically renew for additional three year terms thereafter unless either party elects not to renew by giving the other party 60 days written notice prior to the end of the Agreement term then in effect.

5. Noncompliance and Cancellation. In addition to other remedies under applicable law, Logic may suspend any rights granted to Licensee under this Agreement and/or refuse to fulfill or to limit orders placed by Licensee, and/or cancel this Agreement, in its entirety or as to any individual Licensed BSP(s), upon any of the following events:

- (i) If Licensee materially breaches any provision of this Agreement or any other agreement between Licensee and Logic; or
- (ii) Immediately upon the insolvency, bankruptcy, assignment for the benefit of creditors of Licensee.

Upon cancellation or expiration of this Agreement, Licensee shall cease distribution of all Licensed BSP, and all of Licensee's license rights herein shall cease. Licensee shall furnish to Logic written certification by an authorized representative of Licensee that the original and all copies, including partial copies, of the Licensed BSP not installed in Licensee products, and any Documentation and any material received from Logic or made in connection with such license have been returned to Logic. Termination or expiration of this license shall not impact the use of any Licensed BSP distributed by Licensee with Licensee Products prior to the termination or expiration of the Agreement.

Sections 2.2, 2.3, 2.4, 2.5, 2.6, 3, 6, 8, 9, 10, 11, and 13 shall survive expiration or termination of this Agreement.

6. Nature of Licensed BSP: No Warranties.

(i) The Licensed BSP is complex computer software. Performance of the Licensed BSP will vary depending upon hardware platform, software interactions, and Licensed BSP configuration. Licensee acknowledges that software bugs may be identified when the Licensed BSP is used in Licensee's particular License Product. Licensee therefore accepts the responsibility of satisfying itself that each Licensed BSP is suitable for use in Licensee's Product. This includes conducting exhaustive testing of Licensee's Image on the Licensee Product. Licensee agrees that it will implement for its use of the Licensed BSP such measures as may be required by Section 7 below.

(ii) LICENSED BSP IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE. LOGIC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LOGIC ALSO DISCLAIMS ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE LICENSED BSP OR AGAINST INFRINGEMENT.

7. Licensee's Duties. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THAT THE LICENSED BSP ARE SUITABLE IN QUALITY AND PERFORMANCE FOR USE IN LICENSEE'S PRODUCT(S). BECAUSE THE LICENSED BSP ARE NEITHER FAULT TOLERANT NOR FREE FROM ERRORS, CONFLICTS, INTERRUPTS, ETC., LICENSEE AGREES THAT ITS TESTING WILL INCLUDE FAILURE MODE AND EFFECTS ANALYSIS. LICENSEE SHALL IMPLEMENT SUCH MEASURES OR PROTECTIONS AS ARE NECESSARY TO PREVENT INJURY OR LOSS ARISING FROM FAILURE OF LICENSED BSP IN CONNECTION WITH FORESEEABLE USES OF LICENSEE'S PRODUCT(S). LICENSEE SHALL ALSO BE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF AND FOR PROVIDING ANY NOTICES OR WARNINGS TO TRANSFEREES OR USERS OF LICENSEE'S PRODUCT(S) OR OTHERS WHO MAY BE AFFECTED BY SUCH USE.

8. Damage Exclusions, Limitation of Liability, Exclusive Remedy. For each Licensed BSP, Licensee agrees that in no event will Logic and/or Logic's respective officers, employees, and agents (collectively, "Logic Representatives") be liable to Licensee, whether in contract (including any provision of this Agreement), tort, or otherwise, in any amount that exceeds one hundred percent (100%) of the amount paid by Licensee to Logic for licenses for that Licensed BSP. Licensee's exclusive remedy for any breach of this Agreement by Logic or by Logic Representatives will be the recovery of Licensee's direct damages incurred in reasonable reliance, limited to the foregoing amount.

EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL LOGIC OR ANY LOGIC REPRESENTATIVES BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR ECONOMIC DAMAGES, REGARDLESS

Logic PN. 1000729 Rev F

OF THE THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY OR NEGLIGENCE), OR FOR ANY LOST REVENUE, PROFIT, DATA, PRIVACY OR SECURITY, OR FOR ANY PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE LICENSED BSP, EVEN IF LOGIC OR LOGIC REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Logic shall indemnify and hold harmless Licensee from and against any and all claims, damages, expenses, fees, costs, and liability, including reasonable attorneys' fees, resulting from a charge that the Licensed BSP infringe any intellectual property right of any third party.

9. Support. Licensee will be solely responsible for supporting its customers, including resellers and end users and for maintaining compatibility with any Logic Licensed BSP updates. Under the terms of this AGREEMENT, Logic will not provide any support services to Licensee. Furthermore, Logic is not required to provide any upgrades, modifications and enhancements that Logic may make to the code. Logic can provide Licensee with support for the Licensed BSP, through Licensee attending training or purchasing a technical support contract.

10. Protection of Licensed Materials/Confidentiality. Both parties agree to abide by the confidentiality terms and conditions set forth in the in Exhibit A, attached hereto and incorporated by this reference. The parties shall treat the terms and conditions of this Agreement as confidential information. Each party shall obtain the other's consent prior to any publication, presentation, public announcement or press release concerning this Agreement.

11. Export. The parties acknowledge that the Licensed BSP and Confidential Information (as defined in Exhibit A) disclosed by each of them under this Agreement may be subject to export control laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Licensed BSP or Confidential Information of the other party without first obtaining all required United States or other governmental authorizations or licenses.

12. No Assignment. Except as otherwise provided in this Section 12, Licensee may not assign this Agreement or the license granted hereunder and any attempt to do so shall be void. Licensee agrees that this Agreement binds Licensee and each of its employees, agents, representatives, and persons associated with it, and Licensee's affiliated and subsidiary firms, corporations and other organizations, and its successors and permitted assigns.

13. Notices. Notices to Licensee shall be sent to the address specified beneath Licensee's signature below and to Logic Product Development Company, 411 North Washington Avenue, Suite 400, Minneapolis, Minnesota 55401, Attention: Product Sales-Licensing agreements or such new address as a party specifies to the other in writing.

14. General. This Agreement is governed by the law of the State of Minnesota. It is the complete and exclusive statement of the understanding between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which are inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by Logic and Licensee. Any waiver by either party of any condition, part, term, or provision of this Agreement shall not be construed as a waiver of any other condition, part, term or provision or a waiver of any future event or circumstance. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

This Agreement shall be effective and binding on the parties only after acceptance by a duly authorized representative of each party.

LOGIC PRODUCT DEVELOPMENT COMPANY

LICENSEE

By: _____

By: _____

Name: _____

Name: C. MICHAEL PINTO

Title: _____

Title: CFO

Date: _____

Date: 11/12/08

Company: M. B. A. R. I.

Address: 7700 SANDHOLD ROAD
MOSS CANYON, CA 95039

EXHIBIT A**CONFIDENTIALITY TERMS AND CONDITIONS**

1. DEFINITION. "Confidential Information" means the terms and conditions of this Agreement, the existence of the discussions between the parties, the information described in Section 2 below, and any other information concerning the Purpose defined below, including but not limited to, information regarding each party's product plans, product designs, product costs, product prices, finances, marketing plans, business opportunities, personnel, research and development activities, know-how, and pre-release products; provided that information disclosed by the disclosing party ("Disclosing Party") in written or other tangible form will be considered Confidential Information by the receiving party ("Receiving Party") only if such information is conspicuously designated as "Confidential," "Proprietary" or a similar legend. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.

2. DESCRIPTION. The Confidential Information to be disclosed under this Agreement is described as follows: The Licensed BSP(s) (as described in the Software Source Code License Agreement). Documentation and any other information identified as "confidential" at the time of disclosure by, in the case of tangible information, by marking same as "Confidential" and in the event of intangible information, but identifying same as confidential at the time of disclosure and summarizing the intangible disclosure in writing delivered to the receiving party within 30 days of the initial disclosure.

3. PURPOSE. The Receiving Party may use the Confidential Information solely for the purpose of integrating the Licensed BSP with Licensee's Product (as described in the Software Source Code License Agreement).

4. DISCLOSURE. The Receiving Party shall have entered into non-disclosure agreements with such employees and contractors having obligations of confidentiality as strict as those herein prior to disclosure to such employees and contractors to assure against unauthorized use or disclosure.

5. SECURITY MEASURES. Licensee shall keep the Licensed BSP in strict confidence. Licensee shall take all reasonable steps, both during and after the term of this Agreement to ensure that no unauthorized person shall have access to the Licensed BSP and that no unauthorized copy, in whole or in part, in any form shall be made. Licensee agrees to use the Licensed BSP and related Documentation disclosed to it hereunder under carefully controlled conditions solely for the purposes set forth in this Agreement, and Licensee shall observe, at a minimum the same level of security, copy restrictions and non-disclosure as it exercises with respect to the source code and related Documentation for its own products (but in no event less than reasonable efforts). Licensee shall restrict access to the Licensed BSP to full time employees who "need to know". Licensee shall (i) require all such authorized employees to sign non-disclosure agreements in reasonable form and substance consistent with the confidentiality obligations herein; and (ii) take reasonable measures to enforce the provisions of such non-disclosure agreements.

6. EXCEPTIONS TO CONFIDENTIAL INFORMATION. The Receiving Party shall have no obligation with respect to information which: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; and (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale. Further, the Receiving Party may disclose Confidential Information under a valid order issued by a court or government agency, provided that the Receiving Party provides: (i) prior written notice to the Disclosing Party of such obligation and (ii) the opportunity to oppose such disclosure.

7. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon written demand of the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. NO LICENSES. The Disclosing Party shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or hereafter may be obtained by the Disclosing Party is either granted or implied by the disclosure of Confidential Information.

9. DISCLAIMER. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

None of the Confidential Information disclosed by the Disclosing Party constitutes any representation, warranty, assurance, guarantee or inducement by it to the Receiving Party with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

10. TERM. This Agreement shall continue for a term of 7 years.