



CxF v2 and v3 SDKs are available to all developers who sign a royalty free license agreement. This agreement is on page 2 of this document. The SDK is made available through X-Rite's protected developer portal. Prior to submitting the license to X-Rite it is important that the developer who will be accessing the SDK is registered on the X-Rite web site.

The completed license can be faxed, scanned and sent as an email attachment or sent via post. A written signature or electronic facsimile is required to process the license.

Fax: 815 550 1712

Email: devsupport@xrite.com

Post: Developer licensing
X-Rite Incorporated
4300 44th Street SE
Grand Rapids, MI 49512

Please be sure to include full contact details for the developer who will be accessing the SDK including email address.

For any questions regarding licensing please send an email to devsupport@xrite.com

X-Rite, Inc. CxF 2 and 3.0 SDK ROYALTY FREE LICENSE AGREEMENT

This Agreement ("Agreement") is made by and between X-Rite, Inc. ("X-Rite") and the licensee identified below ("Licensee"). X-Rite and Licensee agree as follows:

1. License. X-Rite hereby grants to Licensee a nonexclusive, nontransferable, royalty-free license to (i) install on any computer that belongs to Licensee and (ii) permit any number of Licensee's employees to use, the X-Rite CxF 2 and 3.0 Software Development Kit (SDK) computer program, consisting of sample code, schema, SDK code, additional tools and documentation (collectively the "**Software**"), in binary object form only, in order to support X-Rite's CxF file format within Licensee's own products or applications.

2. License Restrictions. X-Rite reserves all rights in and to the Software not expressly granted to Licensee in Section 1 above. No title to or ownership of the Software or any proprietary rights related to the Software, manual and documentation are transferred to Licensee under this Agreement. Without limiting the foregoing, Licensee will: (a) not distribute, license, rent or otherwise transfer the Software in whole or in part unless to its directly contracted contractor which signs an agreement with X-Rite; (b) not reverse engineer, disassemble or decompile the Software or otherwise attempt to discover or recreate the source code to the Software; and (c) comply with all applicable laws, including U.S. export control laws, in its evaluation and use of the Software.

3. Feedback; Nondisclosure. As consideration for the license, Licensee will test and evaluate the Software and provide X-Rite with reasonable feedback regarding Licensee's use of the Software and its functionality. Licensee shall also provide X-Rite with a list of its commercially released products incorporating the Software or any part thereof promptly following commercial release of such products. Licensee will not make any disparaging comments regarding the Software to any third party. Further, Licensee will not disclose to any third party any nonpublic information about the Software or other confidential information of X-Rite that is furnished to or otherwise becomes known to Licensee, except that Licensee may disclose such information on a need-to-know basis to its employees who are obligated to maintain the confidentiality of such information. Licensee's obligation to maintain the confidentiality of such information will not apply to information which (i) was known to Licensee before receiving such information, (ii) is in the public domain or (iii) is received by Licensee from a third party who was legally entitled to make an unrestricted disclosure.

4. Copyright Acknowledgment. Licensee shall acknowledge X-Rite as the owner and provider of the Software by incorporating the following acknowledgement into any Licensee's product incorporating the Software or any portion thereof.

Additionally, Licensee shall not remove any copyright notices or other proprietary legends from the Software and shall ensure that any copies of the Software contain appropriate X-Rite copyright notices and other proprietary legends.

5. Non-Compete.

During the term of this Agreement and for a period of twenty-four (24)

months thereafter, Licensee agrees not to develop any product which may directly or indirectly compete with the Software, including without limitation X-Rite's CxF file format.

6. Termination of Use or License. X-Rite may terminate this Agreement upon ten (10) days' written notice, if Licensee breaches a material provision of this Agreement, unless the breach is cured within such ten (10) day notice period. Licensee may terminate this Agreement at any time upon thirty (30) days' advance written notice to X-Rite. Upon termination of this Agreement for any reason, Licensee will immediately cease to use and remove from its computers and from any Licensee's products incorporating the Software (which have not been shipped prior to the date of termination), all copies of the Software and any part thereof, return to X-Rite all tangible media containing the Software and provide written certification to X-Rite that the Software has been removed from all Licensee's computers and products and that Licensee has no remaining copies of the Software in its possession or control. Sections 3, 4, 5, 6, 7, 8 and 9 will survive the termination of this Agreement.

7. Disclaimer. Licensee acknowledges that the Software is provided by X-Rite and accepted by Licensee "AS IS" and "WITH ALL FAULTS, DEFECTS AND ERRORS." X-RITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, REGARDING ANY OF THE SOFTWARE, ITS PERFORMANCE OR SUITABILITY FOR LICENSEE'S INTENDED USE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Damages. X-RITE HAS NO, AND LICENSEE RELEASES X-RITE FROM ANY, LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES SUSTAINED BY LICENSEE ARISING FROM ANY ERROR, OMISSION OR DEFECT IN THE SOFTWARE OR LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, SAVINGS, OR PROFITS OR THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF X-RITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF X-RITE OR ITS SUPPLIERS WITH RESPECT TO THE SOFTWARE OR ANY USE OR INABILITY TO USE THE SOFTWARE EXCEED ONE HUNDRED DOLLARS.

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan, USA without reference to its choice of law principles. Licensee shall not assign this Agreement, by operation of law or otherwise. Subject to the foregoing restriction, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their successors and assigns. This Agreement set forth the entire agreement, and supersedes any and all prior agreements, of the parties regarding Licensee's evaluation and use of the Software.

<u>Licensee:</u>	<u>X-Rite:</u>
_____	X-Rite, Inc. _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____