



---

StellarNet Inc., SOURCE CODE SOFTWARE LICENSE AGREEMENT

1. GRANT: StellarNet Inc. grants one nonexclusive, nontransferable software license to licensee for restricted use of the software products identified below. Title and ownership rights to the software and its copyright shall remain with StellarNet Inc. Neither this license, nor the licensed software, may be sold, leased, assigned, sublicensed, or otherwise transferred by licensee.

When licensee receives source code, no portions in whole or in part, may be used in any licensee product for resale, without an additional developer license agreement with StellarNet Inc. unless the licensee does the following: the modified source code is compiled and delivered only as executable software (without any source code) along with StellarNet's spectrometer hardware.

2. USE: This software contains valuable trade secrets and copyrighted materials which are vital to the business of StellarNet Inc. Accordingly, licensee shall at all times hold in trust and confidence and refrain from disclosing such trade secrets and agree not to copy, reverse-engineer, disassemble or otherwise use the software except as licensed hereunder, without prior written consent of StellarNet Inc.
3. WARRANTY: StellarNet Inc. makes no warranty of any kind, either expressed or implied, with respect to the use of this software or its Documentation. STELLARNET INC. EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. STELLARNET INC. SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, including without limitation, damages for loss of profits, loss of customers, loss of good will, work stoppage, data loss, computer failure or malfunction, claims by any other party than licensee, or any and all other similar damages or losses, even if StellarNet Inc., its suppliers, or its agents have been advised of the possibility of such damages.
4. TERMINATION: This License is effective until terminated, and is subject to cancellation by StellarNet Inc. for failure of licensee to comply with the terms and conditions set forth herein. Upon termination of this license the licensee shall destroy all copies of the software.
5. GENERAL: This Agreement shall be construed under the laws of the State of Florida and the rights and obligations of the parties shall be determined under the substantive law of the State of Florida. The prevailing party in any legal action shall be entitled to legal fees and costs of suit. Excepting only formal written agreements executed hereafter or concurrently herewith, this Agreement sets forth the entire agreement between the licensee and StellarNet Inc. and supersedes all prior discussions, proposals, offers, and agreements, if any, with respect to the subject matter of this Agreement.
6. SEVERABLE: In the event any one or more of the provisions contained in this Agreement is declared, for any reason to be void, invalid, illegal, or unenforceable by any judicial or administrative authority such declaration shall not render void, invalid, illegal, or unenforceable the remaining provisions of this Agreement and this Agreement shall be construed as if such void, invalid, illegal, or unenforceable provision or provisions had never been contained herein.



7. U.S. and Foreign Government Restricted Rights

This software and documentation is provided with RESTRICTED RIGHTS. Use duplication, or disclosure by the government is subject to restriction as set forth in subdivision (b)(3)(ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. Contractor/manufacturer is StellarNet Inc., 14390 Carlson Circle, Tampa, FL 34677, Phone (813) 855-8687.

I have read and understand the foregoing software license agreement and agree to its terms and conditions. Additionally, I understand that Intellectual Property, such as source code software cannot be returned.

Please Print/Type:

User Name: Bruce Brunschwig Date: 12/06/2016

Signature: Bruce Brunschwig Title:

Email Address: bsb@caltech.edu

Company: Caltech Phone: 626 395 2420

Address: 1200 E California Ave, MC 139-74

City: Pasadena State: CA

Zip: 91125 Country: USA Industry: Education

Intended Use: Education and research

Please select demo software title listed below (by language) >> Limit 2 Titles per Agreement!

- SwDemo for LabVIEW requires v8.2+
SwDemo for VBA requires Excel 2003
Program for Excel+VBA from NIST to ... measure CRI+CQS requires Excel 2003
SwDemo for Delphi Pascal
SwDemo for C# Sharp compiler
SwDemo for C SDK compiler
SwDemo for Visual Basic 5+

Limit 2 Titles Per License Agreement. Please indicate your choice using an X above

Return executed license to:

StellarNet Inc., 14390 Carlson Circle, Tampa, FL 33626 U.S.A.

Phone: +1-813-855-8687 voice +1-813-855-0394 fax

Email: dPersell@StellarNet.us also cc: wPierce@StellarNet.us