LIMITED SOFTWARE EVALUATION LICENSE AGREEMENT

This Limited Software Evaluation License Agreement (the "Agreement") is entered into as of the 19 03 2015, ("Effective Date")

The following limited software evaluation license agreement ("the Agreement") constitute an agreement between you (the "licensee") and DEUTSCHE THOMSON OHG, a German company existing and organized under the laws of Germany with its registered offices located at Karl-Wiechert-Allee 74, 30625 Hannover, Germany (hereinafter "Technicolor")

This Agreement governs the download and use of the Software (as defined below). Your use of the Software is subject to the terms and conditions set forth in this Agreement. By installing, using, accessing or copying the Software, you hereby irrevocably accept the terms and conditions of this Agreement. If you do not accept all or parts of the terms and conditions of this Agreement you cannot install, use, access nor copy the Software

This Software must have been downloaded from website stated in article 5. If you downloaded this Software from another website, you must contact Technicolor at the address stated in article 10.5.

Article 1. Definitions

"Affiliate" as used herein shall mean any entity that, directly or indirectly, through one or more intermediates, is controlled by, controls, or is under common control with Technicolor or The Licensee, as the case may be. For purposes of this definition only, the term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether by ownership of voting stock or partnership interest, by contract, or otherwise, including direct or indirect ownership of more than fifty percent (50%) of the voting interest in the entity in question.

"Authorized Purpose" means any use of the Software for research on the Software and evaluation of the Software exclusively, and academic research using the Software without any commercial use.

"Documentation" means textual materials delivered by Technicolor to the Licensee pursuant to this Agreement relating to the Software, in written or electronic format, including but not limited to: technical reference manuals, technical notes, users manuals, and application guides.

"Limited Period" means a period of ONE (1) year beginning on the Effective Date.

"Intellectual Property Rights" means all copyrights, trademarks, trade secrets, patents, mask works and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

"Open Source software" shall mean any software, including where appropriate, any and all modifications, derivative works, enhancements, upgrades, improvements, fixed bugs, and/or statically linked to the source code of such software, released under a free software license, that requires as a condition of royalty-free usage, copy, modification and/or redistribution of the Open Source Software to:

Redistribute the Open Source Software royalty-free, and/or;

- Redistribute the Open Source Software under the same license/distribution terms as those contained in the open source or free software license under which it has originally been released and/or;
- Release to the public, disclose or otherwise make available the source code of the Open Source Software.

For purposes of the Agreement, by means of example and without limitation, any software that is released or distributed under any of the following licenses shall be qualified as Open Source Software: (A) GNU General Public License (GPL), (B) GNU Lesser/Library GPL (LGPL), (C) the Artistic License, (D) the Mozilla Public License, (E) the Common Public License, (F) the Sun Community Source License (SCSL), (G) the Sun Industry Standards Source License (SISSL), (H) BSD License, (I) MIT License, (J) Apache Software License, (K) Open SSL License, (L) IBM Public License, (M) Open Software License.

"Software" means any computer programming code, in object and/or source version, and related Documentation delivered by Technicolor to the Licensee pursuant to this Agreement as described in Exhibit A attached and incorporated herein by reference.

Article 2. License

Technicolor grants Licensee a free, worldwide, non-exclusive, non-transferable, license on copyright owned on the Software to download, use and reproduce solely for the Authorized Purpose for the Limited Period.

The Licensee shall not make any correction, adaptation or modification of the Software without previous and express consent of Technicolor.

The Licensee shall not pay any royalty, license fee or maintenance fee, or other fee of any nature under this Agreement.

The Licensee represents and agrees to communicate in good faith to Technicolor, at Technicolor's request, and in writing all information resulting from evaluation and test of the Software, Documentation and Confidential Information (i.e., evaluation feedback).

The Software is delivered in a content obscured format by P-Code. The Licensee shall not reverse engineer, disassemble, decompile or any action leading to the transformation of the P-Code into the original MATLAB code except to the extent that such restriction on disassembly, decompiling, reverse engineering or transformation is prohibited by law and then Recipient shall provide Technicolor with prompt written notice prior to any such action.

Any action leading to reverse engineering of, disassembling or decompiling the Software or transformation of the P-Code into the original MATLAB code shall be a major breach of this Agreement and Technicolor shall have the right to terminate this Agreement with immediate effect by written notice, without prejudice to the eventual payment of damages resulting from this action.

Article 3. Restrictions on use of the Software

The Licensee shall not copy the Software other than as strictly required for the Authorized Purpose. No part of the Software nor any copy thereof shall be:

- (i) distributed, leased, licensed, sold, rented, lent, conveyed, shared or disclosed in any way by the Licensee or any employee, student assistant, on site consultant and/or on site contractor of The Licensee to any third party;
- (ii) used for any commercial use of any kind, including providing services to third parties

Licensee shall not remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Software, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material.

Article 4. Ownership

Title to and ownership of the Software, the Documentation and/or any Intellectual Property Right protecting the Software or/and the Documentation shall, at all times, remain with Technicolor.

The Licensee shall acquire no rights to the Software or the Documentation, including Intellectual Property Right, except a strictly limited license as expressly granted in accordance with the terms of this Agreement.

Article 5. Delivery.

The Software will be available at the following website address:

https://bitbucket.org/EduPerez/ais/downloads/tip_code_AIS.zip

The Licensee shall bear any costs incurred by the download and the use of the Software.

Article 6. Publication/Communication

Any publication or oral communication resulting from the use of the Software shall be elaborated in good faith and shall not be driven by a deliberate will to denigrate Technicolor or any of its products. A copy of any written publication or a summary of any communication resulting from the use of the Software shall be sent to Technicolor at the address stated at article 10.5 as soon as possible.

In any publication and on any support joined to an oral communication (for instance a PowerPoint document) resulting from the use of the Software, the following statement shall be inserted:

"AIS upscaler is a DEUTSCHE THOMSON OHG -a company of Technicolor's Group-product"

And in any publication, the latest publication about the software shall be properly cited. The latest publication currently is:

"E. Pérez-Pellitero, J. Salvador, I. Torres, J. Ruiz-Hidalgo, and B. Rosenhahn, *Fast super-resolution via dense local training and inverse regressor search*, The 12th Asian Conference on Computer Vision (ACCV), Lecture Notes in Computer Science (LNCS), 2014."

In any oral communication resulting from the use of the Software, the Licensee shall orally indicate that the Software is Technicolor's property.

Article 7. No Warranty - Disclaimer

Except as provided herein, the Software is provided to The Licensee on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to any implied warranties of merchantability and fitness for a specific or general purpose and those arising by statute or by law, or from a cause of dealing or usage of trade, or non-infringement of any third parties' rights.

Technicolor shall not be obliged to perform any modifications, derivative works, enhancements, upgrades, updates or improvements of the Software or to fix any bug that could arise.

Hence, the Licensee uses the Software at his own cost, risks and responsibility.

The Licensee agrees that it will defend, indemnify and hold harmless Technicolor and its Affiliates against any and all losses, damages, costs and expenses arising from a breach by the Licensee of any of its obligations or representations hereunder, including, without limitation, any third party claims in connection with any such breach.

The Licensee shall not make any warranty, representation, or commitment on behalf of Technicolor to any other third party.

Article 8. Open Source Software

Technicolor hereby notifies the Licensee, and the Licensee hereby acknowledges and accepts, that the Software interact with Open Source Software. Hence, the Licensee shall comply with such license and agree on its terms on at its own risks.

The Licensee hereby represents, warrants and covenants to Technicolor that The Licensee's use of the Software shall not result in the Contamination of all or part of the Software, directly or indirectly, or of any Intellectual Property of Technicolor or its Affiliates.

Contamination effect shall mean that the licensing terms under which one Open Source software, distinct from the Software, is released would also apply, by viral effect, to the software to which such Open Source software is linked to, combined with or otherwise connected to.

Article 9. No Future Contract Obligation

Neither this Agreement nor the furnishing of the Software, nor any other Confidential Information shall be construed to obligate either party to: (a) enter into any further agreement or negotiation concerning the deployment of the Software; (b) refrain from entering into any agreement or negotiation with any other third party regarding the same or any other subject matter; or (c) refrain from pursuing its business in whatever manner it elects even if this involves competing with the other party.

Article 10. Term and Termination

This Agreement shall terminate at the end of the Limited Period, unless earlier terminated by either party on the ground of material breach by the other party, which breach is not remedied after thirty (30) days advance written notice, specifying the breach with reasonable particularity and referencing this Agreement.

Upon termination or expiration of the Agreement, upon written request from Technicolor, the Software (including any Documentation) shall be deleted within thirty (30) days of such termination or expiration and shall be accompanied by written certification to Technicolor that all copies of the Software in any form have been deleted.

Article 11. General Provisions

- **10.1 Severability.** If any provision of this Agreement shall be held to be in contravention of applicable law, this Agreement shall be construed as if such provision were not a part thereof, and in all other respects the terms hereof shall remain in full force and effect.
- **10.2 Governing Law.** Regardless of the place of execution, delivery, performance or any other aspect of this Agreement, this Agreement and all of the rights of the parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the Germany without regard to conflicts of law principles. In case of a dispute that could not be settled amicably, the courts of Hannover shall be exclusively competent.
- **10.3 Survival**. The provisions of articles 1, 3, 4, 6, 7, 9, 10.2 and 10.6 shall survive termination of this Agreement.
- **10.4 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements or understanding.
- **10.5 Notices.** To have legal effect, notices must be provided by registered or certified mail, return receipt requested, to the representatives of Technicolor at the following address:

Axel Kochale, Deutsche Thomson OHG Karl-Wiechert-Allee 74 30625 Hannover

Exhibit A Software

The Software is comprised of the following software and Documentation:

README.txt