

VISUALIZE PROGRAM AGREEMENT

This Visualize Program Agreement (this “*Agreement*”) is made as of _____, 202_, between DigiLens Inc., whose address is 1276 Hammerwood Avenue, Sunnyvale, California 94089 (“*DigiLens*”), and _____ whose address is _____ (“*Company*”), collectively “*Parties*”.

This Agreement sets forth the terms and conditions under which DigiLens will provide a limited right to Company to evaluate DigiLens’ proprietary prototype Visualize Software and Visualize Hardware system as set forth below (“*Visualize System*”) for the limited time and purpose specified in this Agreement. The Parties agree as follows:

1. The Visualize System comprises the following Hardware and Software, and any accompanying Documentation and Other Materials: one Argo glasses engineering unit (“Visualize Hardware”) along with associated DigiLens software (“Visualize Software”) and materials. The Visualize System may also include 3rd Party Software.

2. Company will pay DigiLens \$5,000 per unit for the Visualize System. All sums payable under this Agreement are exclusive of taxes and Company shall be solely responsible for all sales, use, excise, property taxes and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority (regardless of whether such governmental authority is foreign or US based) on any amounts which are payable hereunder. Delivery will be made EXW DigiLens’ facility. DigiLens will invoice Company prior to shipment of the Evaluation System to the Company. Payments shall be made in US Dollars and are due in advance of shipment.

3. If, during the term of this Agreement, Company desires to have additional products supplied to it for evaluation purposes, such additions shall may be added by mutual agreement in a written amendment. Any such additional products will then be considered to be part of the Visualize System hereunder.

4. Subject to the limitations herein, during the term, and subject to the other provisions in this Agreement, DigiLens grants Company a non-exclusive, non-assignable license to internally use the Visualize System solely to evaluate the performance of the Visualize Systems. Use of the Visualize Software is limited to its use only as embedded in or provided with the Visualize Hardware (including any updates DigiLens may provide to Company during the Visualize Program). Visualize Software is licensed, not sold and use of 3rd Party Software, if any, is further limited by any 3rd Party Software licenses. Company agrees that it will not sell, give, loan, or otherwise make available any Visualize Hardware or Visualize Software to any person or entity not directly involved in its internal evaluation and development process, except as expressly approved by DigiLens.

5. The Visualize System will be treated as Confidential Information under the non-disclosure agreement between the Parties executed on _____, 202_ (the “*NDA*”), and, except as expressly set forth herein, the terms of such NDA shall apply to the Visualize System and evaluation of it by Company. In addition, the following restrictions shall apply to the use and evaluation of the Visualize System:

a. Company will make reasonable efforts to promptly discontinue use of any Visualize Software upon DigiLens release of an update, upgrade, or new version of the Visualize Software (including any firmware) and Company will comply with any associated 3rd Party Software licenses, including any updates thereto; and

b. Company may only permit its own employees, or employees of other companies, all who are involved in evaluating the system (“Permitted Users”) and who are bound by written non-disclosure obligations at least as restrictive as those in the NDA and this Agreement, to use and or view the Visualize System or any result therefrom. Company must advise all individuals who are provided access to view or use the Visualize System that it is an early pre-production unit and all portions of the Visualize System will remain in Company’s possession during the evaluation and not left with any third party, including third party Permitted Users;

c. Company may not, and may not allow any third party to, copy, rent, lease, sell, transfer, assign, sublicense, disassemble, decompile, modify, alter, reverse engineer, open, analyze (to determine composition, physical structure or otherwise), modify or create derivative works based on any portion or the whole of the Visualize System, or any component thereof. Company may not make any alterations, additions or improvements to the Visualize System, and all alterations or improvements will become the property of DigiLens;

d. Company agrees not to make any public statements about the Visualize Program without prior written approval from DigiLens;

e. Company agrees that DigiLens may include Company's name (but not any of Company's other trademarks or logos) in a list of Visualize Program participants. Other than this referential use, neither Party may use the other's name, unless otherwise mutually agreed to in writing.

f. Company agrees that it will not use any Visualize Hardware or Visualize Software in any way other than as expressly licensed by this Agreement, or for any unlawful purpose or in any unlawful manner.

g. Company agrees that it will not allow any third party other than a party authorized by DigiLens to repair or service the Visualize System.

6. Company acknowledges that DigiLens owns, and shall continue to own, full right, title and interest in and to all intellectual property rights in the Visualize System. Company will provide to DigiLens data collected in evaluation of the Visualize System, and any suggestions or requests for improvements, modifications, design changes or problems discovered in the course of Company's evaluation of the Visualize System and such other information related to the Visualize System as DigiLens may reasonably request (collectively, "Feedback"). To the extent provided, Company agrees that DigiLens may use and disclose (so long as such disclosure is in a manner that does not identify Company) any and all Feedback, for any purpose, without compensation or liability to Company.

7. THE VISUALIZE SYSTEM IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE. FURTHER, DIGILENS DISCLAIMS ANY WARRANTY THAT COMPANY'S USE OF THE VISUALIZE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

8. LIMITATION OF LIABILITY. THE VISUALIZE PROGRAM AND VISUALIZE SYSTEM ARE FOR INTERNAL EVALUATION AND DEVELOPMENT ONLY AND NOT INTENDED FOR PRODUCTION, INDUSTRIAL, COMMERCIAL, ETC. USE OR DEPLOYMENT. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT SHALL DIGILENS OR ANY OF ITS SUPPLIERS BE LIABLE TO COMPANY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOST INFORMATION OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY VISUALIZE PROGRAM ELEMENTS OR THE VISUALIZE SYSTEM, EVEN IF DIGILENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. SOME JURISDICTIONS PROHIBIT EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO COMPANY. COMPANY MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. VISUALIZE HARDWARE AND VISUALIZE SOFTWARE ARE NOT DESIGNED OR INTENDED FOR USE IN ANY MEDICAL, LIFE SAVING, OR LIFE SUSTAINING SYSTEMS, TRANSPORTATION SYSTEMS, NUCLEAR SYSTEMS, MILITARY SYSTEMS, AVIATION SYSTEMS, OR FOR ANY OTHER MISSION CRITICAL APPLICATION IN WHICH THE FAILURE OF THE VISUALIZATION PROGRAM ELEMENTS COULD LEAD TO PERSONAL INJURY OR DEATH. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, DIGILENS' TOTAL LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100. THE WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DIGILENS AND COMPANY.

9. Company may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of DigiLens. DigiLens may assign this Agreement, or any rights or obligations hereunder, to its affiliates without restrictions. Any assignment of this Agreement in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon the Parties and their successors and assigns.

10. Both Parties recognize and agree that the other Party shall suffer irreparable damage as a result of any breach of Sections 4, 5, or 6 of this Agreement. In the event of a breach or a threatened breach of Sections 4, 5, or 6 of this Agreement, in addition to any other legal or equitable remedies available, the allegedly injured Party shall have the remedy of a restraining order or other appropriate equitable relief to enforce this Agreement.

11. Either Party may terminate this Agreement upon 30 days' written notice; provided, however, that if production on the Visualize System for Company has commenced, Company will be responsible for all costs associated with the Visualize

System production. Any termination of this Agreement for cause by DigiLens shall also terminate the rights granted hereunder to Company. Provisions of this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement will remain in force after any termination, cancellation or expiration of this Agreement including, but not limited to, the provisions of Sections 2 and 4-18.

12. Nothing contained in this Agreement is intended or is to be construed to constitute Company and DigiLens as partners or joint venturers. Neither Party will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other Party or to bind any other Party to any contract agreement or undertaking with any third party.

13. All notices and other communications to DigiLens or Company hereunder will be in writing, will refer specifically to this Agreement, addressed to the CEO or other designated company officer and will be delivered by personal service, email, facsimile, certified mail (or, if certified mail is not available, then by first class mail), or Federal Express or other internationally recognized courier to the address shown above or to such other address as a Party shall have specified in a written notice to the other Party, cost pre-paid. Such notices, requests or communications shall also be sent to the following electronic mail addresses: legal@digilens.com (if sent to DigiLens) and _____ (if sent to Company).

14. This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). The exclusive venue for any dispute relating to this Agreement shall be Santa Clara County, California, and each Party consents to the jurisdiction of the state and federal courts located there. The United Nations Convention on Contracts for the Sale of Goods does not apply to this Agreement. Each party waives, to the fullest extent permitted by law, any objection to the venue in the State of California, and any claim that the State of California is an inconvenient forum.

15. No waiver of any provision of this Agreement in any one or more instances, whether by conduct or otherwise, will be construed as a further or continuing waiver of any provision of this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the other provisions of this Agreement, which provisions will remain in full force and effect.

16. This constitutes the entire agreement of DigiLens and Company with respect to the subject matter hereof, and all prior and contemporaneous understandings or agreements, whether written or oral, between DigiLens and Company with respect to such subject matter are superseded in their entirety. Any other terms (e.g., in any purchase order, Company documentation, etc.) will have no effect. In the event of a conflict between this Agreement and any prior agreement, the terms of this agreement shall be controlling.

17. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The counterparts of this Agreement may be executed by electronic signature by any of the Parties, and such electronic signature shall be treated as an original signature and each Party may rely on the receipt of this Agreement so executed.

18. You affirm that you are over 18 years old and are competent to enter into this Agreement. You also affirm that, if you are joining the Visualize Program on behalf of a company or other entity, you have the authority to bind that entity to the terms of this Agreement. "You" in this provision refers to you personally.

IN WITNESS WHEREOF, the Parties hereto have executed this Evaluation Agreement by their duly authorized officers or representatives.

Digilens Inc.

Company

Signature: _____

Signature: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____