LEAP MOTION SDK AGREEMENT

This Leap Motion SDK Agreement ("**Agreement**") is between the individual or entity ("**you**" or "**Developer**" that accepts it, and Leap Motion, Inc. You accept this Agreement by clicking the box displayed at the end of Agreement, if you are reading this on a Leap Motion website, or by clicking an "agree" or similar button, whe this option is provided by Leap Motion. Your agreement to these terms also binds your authorized users, yc company or organization. If you do not agree to the terms of this Agreement, do not accept it. Before accep this Agreement, please carefully read it.

Last updated: May 10, 2013

Purpose

Thank you for joining our worldwide community of Leap Motion developers!

This Agreement sets out the terms and conditions under which we are making our SDK available to you, ar under which you may distribute Applications (as defined below). If you wish to submit your Applications for distribution through Airspace, the Leap Motion app store, the submission and distribution is subject to the terms and conditions of the Airspace Developer Distribution Agreement, and related Application review and other guidelines, available at https://developer.leapmotion.com/apps/guidelines.

You may also develop and test Specialized Applications (as defined below) under this Agreement. Howeve this Agreement does not grant you rights to distribute Specialized Applications. If you would like to distribute Specialized Applications, either independently or through Airspace, you may not do so under this Agreemer and must contact Leap Motion's business development team at bizdev@leapmotion.com.

Please read the complete terms and conditions below carefully, because the terms and conditions are binc on you and Leap Motion, and the summary above is qualified by them.

- **1. Definitions.**
  Whenever capitalized in this Agreement:

  "**Airspace**" means the Leap Motion website that allows for the discovery, download and purchase of Applications by end users.

  "**Application**" means a software application developed by you for use with the Leap Motion Controller a Leap Motion-compatible embedded optical module) and interaction with the Leap Middleware, incluc updates, upgrades, modifications, enhancements, revisions, new releases and new versions of such software application

"**Authorized Users**" means your employees and contractors, members of your organization or, if you are an educational institution, your faculty, staff and registered students, who (a) have a demonstrable need to know or use the SDK in order to develop and test Applications on your behalf and (b) each has written and binding agreements with you to protect against the unauthorized use and disclosure of the SDK consistent with the terms and conditions of this Agreement. Authorized Users do not include End Users.

"**Confidential Information**" means the SDK, and all technology, know-how, algorithms, testing procedures, software, structure, interfaces, specifications, reports, analysis and other technical information learned, accessed or derived by you or your Authorized Users pursuant to this Agreement pursuant to use by you or your Authorized Users of the SDK. Confidential Information does not include information that (i) has become generally publicly known without any improper action or inaction; (ii) was in the rightful possession of you or your Authorized Users without any obligation of confidentiality to any parties before having access to the SDK; (iii) was rightfully disclosed to you by a third party without restriction on disclosure; (iv) is independently developed by you without use of the Confidential Information as shown by contemporaneous documentation; or (v) is disclosed if required by law or court order (but only to the extent of such disclosure), provided that you will make reasonable efforts to give Leap Motion prior notice of the law or court order and cooperate with any attempts to obtain a protective order or similar treatment.

"**End User**" means your end user customer(s) or licensee(s).

"**Leap Middleware**" means the Leap Motion application that interacts with the Leap Motion Controller (or a Leap Motion-compatible embedded optical module) and an operating system to make motion control functionality available to Applications through a specified interface, and includes any Updates thereto.

"**Leap Motion**" "**we**" or "**us**" means Leap Motion, Inc., a Delaware corporation with a principal place of business at 333 Bryant Street, Suite LL150, San Francisco, California, 94107.

"**Leap Motion Controller**" means the Leap Motion USB peripheral device that detects and reads movements within a 3-D interaction space to precisely interact with and control software on a computing device.

"**Leap Motion Redistributables**" means any .lib code, .dll files, .so files, sample code, or other materials we specifically designate in the SDK as made available for incorporation into or distribution with Applications.

"**Non-Redistributable Materials**" means the documentation in the SDK, the Leap Middleware, and any other code, files or materials that are not specifically designated in the SDK as made available for

"**SDK**" means, collectively, the system files, Leap Middleware, Leap Motion Redistributables, tools, AP sample code, software documentation, one or more units of the Leap Motion Controller, other materia and any updates to the foregoing that may be provided or made available to you by Leap Motion in connection with this Agreement, via the Leap Motion developer portal or otherwise for use in connectic with the Leap Motion development program to develop Applications.

"**Specialized Application**" means an Application which is: (i) sold, licensed, leased, or otherwise disposed of for a list price of more than US$500 or local equivalent, or more than US$240 per year or local equivalent if on a subscription, lease or similar basis; (ii) sold, licensed, leased or otherwise disposed of as part of, or for use with, another application, system, machine or device (other than a personal computer), having a list price of more than US$500 or local equivalent, or more than US$24(per year or local equivalent if on a subscription, lease or similar basis; (iii) designed for use, or that is primarily used, with or for control, whether direct or indirect, of industrial, commercial, military or med equipment.

"**Updates**" means updates, upgrades, modifications, enhancements, revisions, new releases or new versions to the SDK that Leap Motion may make available to you in connection with this Agreement.

Other capitalized terms used in this Agreement have the meaning given them elsewhere in this Agreement.

- **2. <u>Development License and Restrictions</u>**

  - **2.1. Development License.** Conditioned upon compliance with the terms and conditions of this Agreement, Leap Motion hereby grants you and your Authorized Users a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

    - **2.1.1.** Install a reasonable number of copies of the Leap Middleware and other software in SDK on computers owned or controlled by you, and to use the SDK solely internally by you your Authorized Users and solely for the purpose of developing and testing one or more Applications.

    - **2.1.2.** Make and distribute a reasonable number of copies of the documentation in the SDK Authorized Users solely for use in the development and testing of your Application.

    - **2.1.3.** Make the development units of the Leap Motion Controller provided to you by Leap Motion (if applicable) available solely to your Authorized Users, to be used internally solely the purpose of developing and testing your Application.

    - **2.1.4.** Incorporate into your Application without modification the Leap Motion Redistributable other than sample code.

    - **2.1.5.** Modify and incorporate into your Application any sample code provided in the SDK.

as well as others listed in this Agreement:

- **2.2.1.** You may not, directly or indirectly, publish, make available over a network, post or otherwise make available the SDK or any portion of the SDK to any person or entity other t your Authorized Users, or copy the SDK, in either case except as expressly permitted in Section 2.1.

- **2.2.2.** You may not modify, translate, or create derivative works of the SDK or any portion c except as expressly permitted in Section 2.1.

- **2.2.3.** You may not lend, lease, offer for sale, sell, or distribute the SDK or any portion of th SDK, except as expressly permitted in Section 2.1.

- **2.2.4.** You may not, and may not enable others to, reverse engineer, decompile, disassem or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas techniques, or algorithms in the Leap Middleware, the Leap Motion Controller or any softwa that forms part of the SDK, nor attempt to circumvent any related security measures (exce as and only to the extent any foregoing restriction is prohibited by applicable law or permitte by applicable law notwithstanding the foregoing restriction, or to the extent as may be permitted by licensing terms governing use of any open source software components or sample code included within the SDK).

- **2.2.5.** Unless otherwise provided in an agreement between you and Leap Motion, you may use "Leap Motion", "Leap", "Airspace" or any other trademark of Leap Motion in connection your Application or company, or in any URL, product, service, name field or logos created I you. However, you may indicate that your Application is "for Leap Motion" or "Leap Motion-enabled".

- **2.2.6.** You may not remove, obscure, or alter any proprietary rights or confidentiality notice affixed to or contained within the SDK or any software, documentation or other materials in or supplied with it.

- **2.2.7.** You may not create Applications or other software that prevent or degrade the interaction of Applications developed by others with the Leap Middleware, and you may not establish or make available any market or app store whose primary purpose is to facilitate distribution of Applications developed by others.

- **2.3. Updates.** The terms of this Agreement will apply to any Updates that Leap Motion makes available to you. You agree that Updates may require you to change or update your Application, may affect your ability to use, access or interact with the Leap Middleware and/or the SDK.

- **3. Distribution License and Restrictions**

  - **3.1. Distribution License.** Conditioned upon compliance with the terms and conditions of this Agreement, Leap Motion hereby grants you a limited, non-exclusive, personal, revocable, non-transferable license under Leap Motion's applicable intellectual property rights to the extent necessary to: (a) copy and distribute (or have copied and distributed) the Leap Motion Redistributables, solely as compiled with, incorporated into, or packaged with, your Application

sale and import your Application (provided it is not a Specialized Application).

- ○ **3.2. Restrictions.** The license granted to you in Section 3.1 is subject to the following restriction as well as others listed in this Agreement:

  - ■ **3.2.1.** Your Application may not be a Specialized Application or for a High Risk Use (as def in Section **4.1.**).

  - ■ **3.2.2.** You may not, directly or indirectly, publish, post or otherwise make available the Lea Motion Redistributables other than as compiled with, incorporated into, or packaged with, y Application.

  - ■ **3.2.3.** Your Application may not contain malware or malicious or harmful code or other har components (e.g., a software virus); or damage, corrupt, degrade, destroy or otherwise adversely affect the security of Leap Middleware, or any other software, firmware, hardwar data, systems, or networks accessed or used by your Application.

  - ■ **3.2.4.** You may not, and may not enable others to, distribute the Non-Redistributable Mater

- ● **4. No High Risk Use; Acknowledgment and Waiver**

  - ○ **4.1.** Notwithstanding anything in this Agreement, you are not licensed to, and you agree not to, u copy, sell, offer for sale, or distribute the SDK, Leap Motion Controllers, Leap Middleware or Lea Motion Redistributables (whether compiled with, incorporated into, or packaged with your Applica or otherwise), for or in connection with uses where failure or fault of the Leap Motion Controller, Leap Middleware, Leap Motion Redistributables or your Application could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). A SUCH USE IS STRICTLY PROHIBITED.

  - ○ **4.2.** You acknowledge the SDK may allow you to develop Applications that enable the control of motorized or mechanical equipment, or other systems, machines or devices. If you elect to use SDK in such a way, you must take steps to design and test your Applications to ensure that you Applications do not present risks of personal injury or death, property damage, or other losses. Leap Motion Controller, the Leap Middleware, the Leap Motion Redistributables and other softwa the SDK may not always function as intended. You must design your Applications so that any fa of a Leap Motion Controller, the Leap Middleware, a Leap Motion Redistributable and/or such oth software does not cause personal injury or death, property damage, or other losses. If you choo to use the SDK, (i) you assume all risk that use of the Leap Motion Controller, the Leap Middlewa the Leap Motion Redistributables and/or such other software by you or by any others causes an harm or loss, including to the end users of your Applications or to third parties, (ii) you hereby wa on behalf of yourself and your Authorized Users, all claims against Leap Motion and its affiliates related to such use, harm or loss (including, but not limited to, any claim that a Leap Motion Controller, the Leap Middleware, a Leap Motion Redistributable or such other software is defecti and (iii) you agree to hold Leap Motion and its affiliates harmless from such claims.

- ● **5. Confidentiality, Privacy and Publicity**

  - ○ **5.1. Your Confidentiality Obligations.** You agree to keep the SDK confidential. You also

with this Agreement or your use of the SDK. You agree not to disclose the Confidential Informati
to others, other than your Authorized Users as permitted under this Agreement, without the prior
written consent of Leap Motion, to hold the Confidential Information in confidence using at least t
same degree of care you use to protect your own Confidential Information of like nature and
importance, but no less than a reasonable degree of care, and not to use the Confidential
Information for any purpose other than those expressly permitted by this Agreement. Only your
Authorized Users who have a need to know solely to test and develop your Application may be g
access to Confidential Information, and you are liable for any unauthorized use or disclosure by
of them. You will immediately notify Leap Motion if you discover any unauthorized use or disclos
of any Confidential Information and will cooperate with Leap Motion to remedy the unauthorized
or disclosure.

- **5.2. Leap Motion Use of Assets.** Subject to the terms and conditions of this Agreement, you g
to Leap Motion and its affiliates a non-exclusive, worldwide and royalty-free limited license to use
reproduce, display, perform, publish and distribute screenshots, elements, assets, photographic
graphic or video reproductions or fragments of your Application in any medium or media, solely f
purposes of promotion of your Application or of Leap Motion and its technology and business.

- **5.3. Other Publicity.** You may not issue any press releases that refer to Leap Motion without Le
Motion's prior written consent.

- **5.4. Your Information.** Leap Motion may collect personal information provided by you or your
Authorized Users to Leap Motion in connection with the SDK, and may collect other information
from you or your Authorized Users, including technical, non-personally identifiable and/or
aggregated information such as usage statistics, hardware configuration, problem / fault data, IF
addresses, version number of the SDK, information about which tools and/or services in the SD
are being used and how they are being used, and any other information described in Leap Motio
privacy policy, currently available at http://leapmotion.com. Leap Motion may use the information
collected to facilitate the provision of Updates and other services to you, to verify compliance wit
and enforce, the terms of this Agreement, to improve the SDK and Leap Motion's products, and
any other purposes set out in Leap Motion's privacy policy (these uses, collectively, are "**Permit
Uses**"). By submitting information about you and/or your Authorized Users to Leap Motion throug
your access and use of the SDK, you consent to Leap Motion's collection and use of the informa
for the Permitted Uses and represent that you have obtained all consents and permits necessar
under applicable law to disclose your Authorized Users' information to Leap Motion for the Perm
Uses. You further agree that Leap Motion may provide any information collected under this Secti
5.4, including your or your Authorized Users' user name, IP address or other identifying informat
to law enforcement authorities or as required by applicable law or regulation.

- **6. Ownership and Feedback**

  - **6.1. Ownership.** Except for the license rights granted by you in Section 5.2, and Leap Motion's
ownership of the Leap Middleware and the Leap Motion Redistributables, Leap Motion agrees tha
obtains no right, title or interest from you (or your licensors) under this Agreement in or to any of
your Applications, including any intellectual property rights which subsist in those Applications. A
between Leap Motion and you, Leap Motion owns all right, title and interest, including all intellectu
property rights, in and to the SDK, including any related Confidential Information, the Leap

incorporated in the SDK, and you agree not to contest Leap Motion's ownership of any of the foregoing.

- **6.2. Feedback.** You may (but are not required to) provide feedback, comments and suggestions (collectively, **"Feedback"**) to Leap Motion. You hereby grant to Leap Motion a non-exclusive, perpetual, irrevocable, paid-up, transferable, sub-licensable, worldwide license under all intellectual property rights covering such Feedback to use, disclose and exploit all such Feedback for any purpose.

- **7. <u>Your Obligations and Warranties</u>**

  In addition to your other obligations under this Agreement, you warrant and agree that:

  - **7.1.** You are at least 18 years of age and have the right and authority to enter into this Agreement your own behalf and that of your Authorized Users, or if you are entering into this Agreement on behalf of your company or organization, you have the right and authority to legally bind your company or organization and its Authorized Users.

  - **7.2.** You will use the SDK only in accordance with all accompanying documentation, in the manner expressly permitted by this Agreement, and your use of the SDK, and the marketing, sales and distribution of your Application, will be in compliance with all applicable laws and regulations and U.S. and local or foreign export and re-export restrictions applicable to the technology and documentation provided under this Agreement (including privacy and data security laws and regulations), and you will not develop any Application which would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act.

  - **7.3.** You will not engage in any activity in connection with the SDK, including but not limited to the development or distribution of an Application, that interferes with, disrupts, damages, or accesse an unauthorized manner the servers, networks, systems or other properties or services of any person or entity, including but not limited to Leap Motion.

- **8. <u>Agreement and Development Program</u>** We reserve the right to change this Agreement, the SDK the Leap Motion development and licensing program at any time in our discretion. Leap Motion may require that you either accept and agree to the new terms of this Agreement, or, if you do not agree to new terms, cease or terminate your use of the SDK and your distribution of Applications. Your continu use of the SDK or distribution of your Application after changes to this Agreement take effect will constitute your acceptance of the changes. If you do not agree to a change, you must stop using the S and distributing your Application and terminate this Agreement.

- **9. <u>Term and Termination</u>**

  - **9.1. Term.** This Agreement will continue to apply until terminated by either you or Leap Motion as out below.

  - **9.2. Termination by You.** If you want to terminate this Agreement, you may terminate it by uninstalling and destroying all copies of the SDK that are in the possession, custody or control of you, your Authorized Users and your organization, and by ceasing distribution of your Application

  - **9.3. Termination by Leap Motion.** Leap Motion may at any time, terminate this Agreement with

compliance by you with the restrictions in Section 2.2 or Section 3.2, or for other reasons, such for example, for one or more of the following reasons:

- **9.3.1.** Leap Motion has reason to believe any information or document provided by you to L Motion for the purpose of verifying your identity is false, inaccurate, or was provided by an unauthorized party.

- **9.3.2.** Leap Motion is required by law, regulation or other governmental or court order to take such action.

- **9.3.3.** You breach any term or condition of this Agreement.

- **9.3.4.** You cease being an authorized developer.

- **9.3.5.** Leap Motion decides to no longer provide the SDK.

○ **9.4. Effect of Termination.** Upon termination of this Agreement, all rights granted to you under Agreement will immediately terminate and you must immediately cease all use and destroy all copies of the SDK and erase and destroy all copies of Leap Motion's Confidential Information in and your Authorized Users' possession, custody or control, and cease your distribution of Applications. You may retain any units of the Leap Motion Controller purchased by you. Sections 2.2, 3.2, 4, 5.1, 5.2, 6, 9.4, and 10 - 13 will survive termination of this Agreement.

- **10. <u>Indemnification.</u>** You agree to indemnify, hold harmless and, at Leap Motion's option, defend Lea Motion and its affiliates and their respective officers, directors, employees, agents, and representative harmless from any and all judgments, awards, settlements, liabilities, damages, costs, penalties, fine and other expenses (including court costs and reasonable attorneys' fees) incurred by them arising o or relating to any third party claim (a) with respect to your Application, including products liability, priva or intellectual property infringement claims, or (b) based upon your negligence or willful misconduct o any breach or alleged breach of your representations, warranties, and covenants under this Agreeme In no event may you enter into any settlement or like agreement with a third party that affects Leap Mc rights or binds Leap Motion in any way, without the prior written consent of Leap Motion.

- **11. <u>Warranty Disclaimer.</u>** THE SDK, THE LEAP MIDDLEWARE AND THE LEAP MOTION REDISTRIBUTABLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LEAP MOTIC ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL REPRESENTATIONS, PROMISES, OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SDK, THE LEAP MIDDLEWARE AND THE LEAP MOTION REDISTRIBUTABLES, INCLUDING THEIR CONDITION, AVAILABILITY, OR THE EXISTENCE OF AI LATENT DEFECTS, AND LEAP MOTION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES (MERCHANTABILITY, TITLE, NONINFRINGEMENT, SUITABILITY, AND FITNESS FOR ANY PURPOS LEAP MOTION DOES NOT WARRANT THAT THE SDK, THE LEAP MIDDLEWARE OR THE LEAP MOTION REDISTRIBUTABLES WILL BE ERROR-FREE OR THAT THEY WILL WORK WITHOUT INTERRUPTION.

- **12. <u>Limitation of Liability.</u>** IN NO EVENT WILL LEAP MOTION'S LIABILITY, OR THOSE OF ITS SUPPLIERS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE SDK EXCEED ONE THOUSAND DOLLARS. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, A BREACH OF TH

HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAG
HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF
CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATE
TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR
BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THES
LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF AN'
LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A
REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

- **13. Miscellaneous.**

  - **13.1. Assignment.** You may not assign this Agreement without the prior written consent of Leap
    Motion. Any assignment without such consent is void and of no effect. Leap Motion may assign t
    Agreement without your consent in connection with (1) a merger or consolidation of Leap Motion
    a sale or assignment of substantially all its assets, or (3) any other transaction which results in
    another entity or person owning substantially all of the assets of Leap Motion. In the event of a
    permitted assignment, this Agreement will inure to the benefit of and be binding upon the parties
    their respective successors and permitted assigns.

  - **13.2. Waiver; Severability.** The failure of the other party to enforce any rights under this Agreer
    will not be deemed a waiver of any rights. The rights and remedies of the parties in this Agreeme
    are not exclusive and are in addition to any other rights and remedies provided by law. If any
    provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the
    remaining provisions of this Agreement will remain in full force and effect.

  - **13.3. Reservation.** All licenses not expressly granted in this Agreement are reserved and no ot!
    licenses, immunity or rights, express or implied, are granted by Leap Motion, by implication,
    estoppel, or otherwise. The software in the SDK is licensed, not sold.

  - **13.4. Export Restrictions.** The software is subject to United States export laws and regulations
    You must comply with all domestic and international export laws and regulations that apply to the
    software. These laws include restrictions on destinations, end users, and end use.

  - **13.5. Governing Law and Jurisdiction** This Agreement will be exclusively governed by and
    construed under the laws of the State of California, without reference to or application of rules
    governing choice of laws. All disputes arising out of or related to this Agreement will be subject t
    the exclusive jurisdiction of the state and federal courts located in San Francisco, California and
    hereby consent to such jurisdiction. However, Leap Motion may apply to any court or tribunal
    worldwide, including but not limited to those having jurisdiction over you or your Authorized User
    seek injunctive relief.

  - **13.6. Relationship of the Parties.** This Agreement does not create any agency, partnership, o
    joint venture relationship between Leap Motion and you. This Agreement is for the sole benefit of
    Leap Motion and you (and indemnified parties), and no other persons will have any right or reme
    under this Agreement.

  - **13.7. Notice.** The address for notice to Leap Motion under this Agreement is:

    Leap Motion, Inc.

San Francisco CA 94107

Attention: Director of Developer Relations

Copy: General Counsel

Leap Motion may provide you notice under this Agreement by email or other electronic communication or by posting communications to its development community on the Leap Motion developer portal. You consent to receive such notices in any of the foregoing manners and agree that any such notices by Leap Motion will satisfy any legal communication requirements.

- **13.8. Entire Agreement.** This Agreement is the entire understanding of the parties with respect its subject matter and supersedes any previous or contemporaneous communications, whether oral or written with respect to such subject matter.