

**Agora World, INC.**

**SDK LICENSE AGREEMENT**

**IMPORTANT:** PLEASE READ THESE TERMS CAREFULLY. THROUGHOUT THIS AGREEMENT THE TERMS “AGORA WORLD”, “WE”, “US” AND “OUR” SHALL REFER TO AGORA WORLD INC; AND THE TERMS “DEVELOPER”, “YOU”, “YOURS” SHALL REFER TO THE PARTY USING OR ACCESSING THE PLATFORM AND OUR SERVICES. BY CLICKING THE I ACCEPT ICON BELOW AND USING OR ACCESSING THE PLATFORM AND OUR SERVICES, YOU AGREE THAT THESE TERMS AND CONDITIONS, INCLUDING ALL DISCLAIMERS, LIMITATION OF LIABILITY AND TERMINATION PROVISIONS, CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN AGORA AND YOU, RELATED TO YOUR USE OF THE PLATFORM AND OUR SERVICES. BY CLICKING THE I ACCEPT ICON BELOW, YOU HEREBY ACCEPT THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT).

IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, YOU MAY NOT USE OR OTHERWISE ACCESS THE SERVICES.

PLEASE NOTE THAT THE TERMS INCLUDE AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND AGORA TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. BY USING THE SERVICES AND ACCEPTING THESE TERMS, YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS. PLEASE READ THE ARBITRATION PROVISIONS OF THESE TERMS CAREFULLY.

**1. DEFINITIONS.**

1.1 “**Application**” means the software application developed by Developer using the SDK.

1.2 “**Content**” means any program, world, functionality, feature, material, object, script, Avatar, virtual item, template, or other output developed by or on behalf of Licensee.

1.3 “**Deployment**” means the distribution of the Application to Device Users.

1.4 “**Device User**” means the person licensed to use the Application. Device User includes a third party to whom the Application is licensed or an internal user within the Developer’s organization that uses the Application.

1.5 “**Documentation**” means the documentation provided or made available by Agora World to Developer in connection with the SDK.

1.6 “**End User License Agreement**” means the license agreement entered into by a Device User to download and install the Application, which agreement must be at least as protective of the SDK as this Agreement.

1.7 “**Intellectual Property Rights**” means all present and future copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.8 “**Platform**” means each of iOS, Android, Mac OS X, or any other software Operating System platforms.

1.9 “**SDK**” means Agora World’s software developer’s kit provided by Agora World to Developer under this Agreement. “SDK” includes the following, to the extent included in such Folder: (a) user documentation (e.g., user manuals, online help files), (b) files in source code or object code format, (c) Example Assets, and (d) any other files.

1.10 “**Term**” is defined in Section 10 below.

## 2. **LICENSES.**

**2.1 License Grant.** Subject to the terms and conditions of this Agreement (including, without limitation, the payment of all fees):

(a) Development License. Agora World grants to Developer a non-exclusive, non-transferable, non-sublicensable license to install, perform, display, copy and use the SDK solely for the purpose of developing an Application in accordance with the specifications provided with the SDK, if any (the “**Development License**”).

(b) Custom Code License. Agora World grants to Developer a non-exclusive, non-transferable, non-sublicensable license to create, deploy, share, and use the SDK solely for the purpose of developing Custom Code elements in accordance with the specifications provided with the SDK, if any (the “**Custom Code License**”).

**2.2 Acknowledgements.** Developer acknowledges that the SDK and its structure and organization constitute valuable trade secrets of Agora World and its suppliers and licensees. Except as expressly permitted in Section 2.1, Developer agrees that Developer shall not, and shall not permit any third party, to (a) copy, reproduce modify, adapt, alter, translate, or create derivative works from the SDK; (b) merge the SDK with other software other than through Agora World published interfaces; (c) sublicense, distribute, sell, use for service bureau use or as an application service provider, lease, rent, loan, or otherwise transfer the SDK or the Documentation to any third party; (d) allow a third party to access the SDK or transfer to a third party any of Developer's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the SDK for the benefit of a third party; (e) reverse engineer, decompile or disassemble the SDK; (f) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the SDK or Documentation; or (g) otherwise use the SDK except as expressly permitted hereunder. Developer shall notify Agora World of any unauthorized use or disclosure of the SDK of which it is aware.

**2.3 Requirements for Custom Code Elements.** In order to deploy custom code elements using the SDK, the Developer acknowledges and agrees to on behalf of itself and its affiliates to undergo verification (KYC) to ensure compliance with applicable laws and regulations. Verification shall include, but is not limited to, full name, organization name, the submission of government-issued identification and proof of business registration. The Company reserves the right to request additional information or documentation as necessary to complete the verification process. The Company may also conduct periodic reviews of the Developer and/or its affiliates that have been verified to ensure continued compliance with applicable laws and regulations. The Company reserves the right to revoke verification at any time if it determines that a Developer or its affiliate is no longer in compliance with such laws and regulations, or if it determines that the Developer or its affiliate is using the SDK for any illegal or unauthorized purposes. Developers or companies that have not been verified by the Company shall not be permitted to deploy custom code elements using the SDK. Additionally, in order to deploy custom code elements using the SDK to Agora World, the Developer must have a valid Pro Subscription. Any attempt to deploy custom code elements without a Pro Subscription will result in termination of the Developer's access to the SDK and Agora World. The Developer shall be solely responsible for ensuring that their subscription remains valid and active at all times during the deployment of custom code elements.

**2.4 Prohibited Uses of the SDK.** The Developer shall not use the SDK to develop or deploy any viruses, adware, spyware, malware, rootkits, keyloggers, time or logic bombs, trojan horses, worms, or other computer instructions, devices, techniques or any code that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or device or any component of such system or device, or that is designed to gather sensitive information without the consent of the owner of such information (collectively the “*Malicious Codes*”). The Developer shall also not use the SDK to develop or deploy any Malicious Codes that are intended to access or use the resources of any computer or device without the consent of the owner of such resources. The Developer shall be solely responsible for any damages or losses that may arise from the development or deployment of any Malicious Codes, and the Company shall have no liability whatsoever for any such damages or losses.

**3. DELIVERY AND ACCEPTANCE.** Upon execution of this Agreement, Agora World will provide Developer with a link through which Developer may download the SDK and the Documentation. The SDK and the Documentation will be deemed accepted upon download, subject to the warranties in Section 6.2.

#### **4. FEES AND PAYMENT**

**4.1 Fees.** Developer will pay Agora World the fees as specified in Exhibit A (the “**Deployment License Fee**”).

**4.2 Payment Terms.** Unless otherwise agreed to in writing by both parties, payment of all fees, expenses and other charges shall be due thirty (30) days after the date of the invoice from Agora World. Amounts not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All payments must be made in U.S. dollars, unless otherwise agreed with Agora World.

**4.3 Taxes.** Fees exclude, and Developer will make all payments of the fees to Agora World free

and clear of, all applicable sales, use, and other applicable taxes and all applicable export and import fees, customs duties and similar charges. Developer will be responsible for, and will indemnify and hold harmless Agora World from, payment of all such sales, use and other applicable taxes, fees, duties, and charges, and any related penalties and interest, arising from the payment of the fees or the delivery or license of the Application or the SDK.

**4.4 Record Keeping; Audit Rights.** Developer agrees to maintain full, clear and accurate records as to all Deployments. Upon thirty (30) days written notice, at any time during the Term and for two (2) years thereafter, Agora World will have the right to have an independent audit firm inspect Developer's records relating to Developer's activities pursuant to this Agreement to verify that Developer has paid to Agora World the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be performed during Developer's normal business hours. The costs of the audit will be paid by Agora World, unless the audit reveals that Developer's underpayment of fees exceeds five percent (5%). Developer will promptly pay to Agora World, as the case may be, any amounts shown by any such audit to be owing plus interest as provided in Section 4.2 above. Such audits will be conducted no more than once in any period of six (6) consecutive months.

## **5. OWNERSHIP.**

**5.1 Agora World Intellectual Property.** Developer acknowledges that Agora World retains all right, title and interest in and to the SDK, Agora World's materials, formats, interfaces, information, data, content and Agora World's other proprietary information and technology used by Agora World or provided to Developer by Agora World in connection with the SDK (the "**Agora World Technology**"), and that the Agora World Technology is protected by intellectual property rights owned by or licensed to Agora World. Other than as expressly set forth in this Agreement, no license or other rights in the Agora World Technology are granted to Developer, and all such rights are hereby expressly reserved by Agora World. Subject always to Agora World's ownership of the SDK, Developer shall be the sole and exclusive owner of the Application, excluding the SDK and any portions thereof.

**5.2 Licensee Intellectual Property.** As between the parties, Licensee is and will continue to be the sole owner of all right, title, and interest, including intellectual property rights, in and to: (a) any works of authorship, code, graphics, images, technology, or other materials owned by Licensee prior to Effective Date or arising independently of the rights granted under this Agreement; and (b) any Content created by Developer. While developing Content, the Licensee does not acquire ownership of any Agora World Intellectual Property, including any Example Assets used as the foundation for Content. Except as expressly granted to Agora World under these Terms, Developer retains their ownership rights to User Content until you decide to transfer those rights.

## **6. WARRANTIES.**

**6.1 Warranties by Both Parties.** Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

**6.2 Disclaimer.** THE SDK IS PROVIDED TO DEVELOPER ON AN "AS-IS" BASIS. AGORA WORLD DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES

ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. AGORA WORLD DOES NOT WARRANT THAT THE SDK WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE

**7. INDEMNIFICATION.** Developer agrees to defend, indemnify and hold harmless Agora World from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to the Application. Additionally, the Developer shall be solely responsible for any liability arising out of or related to the Developer's use of the SDK, including any third party apps, custom code elements, add-ons, extended functions, assets, worlds, or templates developed and published using the SDK. The Company shall have no liability whatsoever for , and the Developer hereby indemnifies and holds the Company harmless from, any and all claims, damages, losses, and expenses arising out of or related to the Developer's use of the SDK, including any third party apps or add-ons developed using the SDK. The foregoing obligations are conditioned on Agora World: (1) notifying promptly in writing of any such action, (2) giving Developer sole control of the defense thereof and any related settlement negotiations (provided, however that Developer shall not have any authority to enter into any settlement that materially adversely affects Agora World's rights or obligations without Agora World's prior written approval) and (3) cooperating and, at Developer's request and expense, assisting in such defense.

**8. LIMITATION OF LIABILITY.** IN NO EVENT SHALL AGORA WORLD OR AUTHORIZED DISTRIBUTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR LOST DATA) ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE THE SDK, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF AGORA WORLD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AGORA WORLD'S AND AUTHORIZED DISTRIBUTOR'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY DEVELOPER UNDER THIS AGREEMENT IN THE PRIOR THREE (3) MONTH PERIOD. THE EXISTENCE OF ONE (1) OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 8 IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT, IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

## **9. CONFIDENTIALITY.**

**9.1 Confidential Information.** Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party.

**9.2 Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for

purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**9.3 Exceptions.** The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**10.4 Return of Confidential Information.** The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 9.4.

## **101. TERM AND TERMINATION**

**10.1 Term.** Once the Licensee accepts it for the first time, this Agreement will be in effect until it is terminated. Without limiting any of its other rights or remedies, Agora World may revoke this Agreement, any Licenses issued hereunder, or any other rights granted hereunder at any time, with or without cause and with or without notice. In the event that this Agreement is terminated for any reason, the following provisions will remain in effect: (a) Any and all liabilities incurred prior to the termination's effective date will survive; and (b) Upon Agora World's written request, Licensee shall provide Agora World with a written certification stating that Licensee has destroyed all copies of the Agora World Materials and that Licensee has stopped using the Agora World Materials.

**10.2 Termination for Cause.** Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within fifteen (15) days after being provided with written notice thereof. Agora World may also terminate this Agreement, effective immediately upon written notice to Developer, if Developer fails to pay any portion of the fees when due under this Agreement within ten (10) days after receiving written notice from Agora World that payment is past due.

**10.3 Termination upon Bankruptcy.** Either party may terminate the Agreement upon written notice to the other party in the event (a) a petition or action is filed or taken by or against the other party under any insolvency or bankruptcy law that is not dismissed within sixty (60) days,

(b) a receiver is appointed over the other party's assets, (c) the other party makes an assignment for the benefit of creditors or (d) the other party ceases to function as a going concern.

**10.4 Effects of Termination.** Upon termination or expiration of this Agreement for any reason, (i) any amounts owed to Agora World under this Agreement before such termination or expiration will be immediately due and payable, (ii) all licensed rights granted in this Agreement will immediately cease to exist, (iii) Developer must promptly discontinue all further use of the SDK, and (iv) Developer must return to Agora World or, at Agora World's request, destroy all copies of the SDK and certify to Agora World in writing that it has fully complied with this requirement. Termination of the Agreement automatically terminates the Distribution Licenses issued to Device Users customers regardless of whether or not Developer has paid Agora World the applicable License Fee for such Device Users.

**10.5 Survival.** The affirmative duties of each of the parties including Sections 1 (Definitions), 2.2 (Restrictions), 4 (Fees and Payment), 5 (Proprietary Right), 6.2 (Disclaimer), 7 (Indemnification), 8 (Limitation of Liability), 9 (Confidentiality), 10.4 (Effects of Termination), 10.5 (Survival) and 11 (General Provisions) shall survive expiration or termination of this Agreement for any reason.

## **11. GENERAL PROVISIONS**

**11.1 Assignments.** Developer may not assign or transfer, by operation of law or otherwise, any of its rights under the Agreement to any third party without Agora World's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Agora World shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

**11.2 Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

**11.3 Compliance with Laws.** Licensee is solely responsible for ensuring that Content does not violate any third party rights and is compliant with applicable laws and regulations. Licensee will use Agora World Content in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct that tends to damage the reputation of Agora World.

The SDK may be subject to export restrictions. Developer will comply with all applicable export and import control laws and regulations in its use of the SDK and, in particular, Developer will not export or re-export the SDK without all required government licenses and Developer agrees to comply with the export laws, restrictions, national security controls and regulations of the all applicable foreign agencies or authorities. Developer will defend, indemnify, and hold harmless Agora World from and against any violation of such laws or regulations by Developer or any of its agents, officers, directors, or employees.

**11.4 Content Restrictions and Review.** Any Content made available through the Agora World Platform is subject to Agora World's review and approval. Agora World may deny the release of, or revoke approval of, any Content for any reason or no reason at its sole discretion. Licensee will ensure that Content will not harm or destroy any User System or Agora World System.

Without limiting the foregoing, Licensee will ensure that any Content will not: (a) read any files on a User System or Agora World System or (b) write, create, and delete files on any User System or Agora World System, unless such functionality is achieved through Agora World-approved methods. Unless otherwise authorized in a separate written agreement with Agora World, Content may not send any data collected from Users, including usage data, to any servers other than the Agora World designated data and web servers. Agora World Materials may not be used to reverse engineer, decompile, or otherwise derive or attempt to derive the source code of any Avatars, Content, VR Objects, Worlds, or the Agora World Platform. Agora World reserves the right to (but is under no obligation to) review and audit any Content, individually or as a whole, before or after public release on the Agora World Platform, and to remove Content in Agora World's sole discretion. Upon Agora World's request, Licensee will submit the source code for any Content to Agora World in accordance with the procedures communicated to Licensee by Agora World in such request.

**11.5 Notices.** All notices, consents, and approvals under the Agreement must be delivered in writing by courier or by email to the other party at the address set forth on the cover page of the Agreement, and will be effective upon receipt or one (1) business days after being transmitted in the nature set forth above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in writing.

**11.6 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania without giving effect to principles of conflict of laws. Each party irrevocably consents to the exclusive jurisdiction and venue of the courts in Philadelphia, Pennsylvania for all disputes arising out of or relating to this Agreement.

**11.7 Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under the Agreement are cumulative. Developer acknowledges that the SDK contains valuable trade secrets and proprietary information of Agora World, that any actual or threatened breach of Section 2 will constitute immediate, irreparable harm to Agora World for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach without the need for posting of a bond by Agora World. If any legal action is brought by Agora World to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**11.8 Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.9 Severability.** If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**11.10 Construction.** The headings of Sections of the Agreement are for convenience and are not to be used in interpretation. As used in the Agreement, the word "including" means "including but not limited to".

**11.11 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.



**11.12 Relationship.** Agora World will be and act as an independent contractor (and not as the agent or representative of Licensee) in the performance of this Agreement.

**11.13 Assignability.** Licensee may not assign its right, duties, and obligations under this Agreement without Agora World's prior written consent. A merger, acquisition, or change of control of Licensee constitutes an assignment. Any assignment in violation of this section is void. Agora World may freely assign this Agreement.

**11.14 Entire Agreement.** This Agreement, together with any exhibits and attachments hereto, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Agora World and Developer by their duly authorized representatives.

**11.15 Modification.** Without limiting the Terms, Agora World may update these Software Terms and amend this Agreement at any time for any reason and without notice (the "Updated Terms"). Please check this Agreement periodically for changes. Licensee's use of Agora World Materials after modifications to this Agreement become effective constitutes binding acceptance of such modifications. If Licensee is dissatisfied with the terms of this Agreement or any modifications to this Agreement, then Licensee agrees that its sole and exclusive remedy is to discontinue any use of Agora World Materials. Agora World will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Licensee in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Agora World specifically agrees to such provision in a writing signed by an authorized agent of Agora World.

**11.16 Support.** You may access [Agora World's online forums, FAQ's, and the Agora World knowledge base](#) through the Site. You may also email [support@agoravr.world](mailto:support@agoravr.world) for assistance. Technical support may be offered by Agora World at its sole discretion as described on the Agora World website or in any Offering Identification. You acknowledge and agree that Agora World has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Software.

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## **EXHIBIT A**

### **FEES**

#### **DEVELOPMENT LICENSE**

Developer may use the SDK to determine methods and procedures necessary to incorporate the SDK into a Developer Application. Development License shall be at no charge.

#### **CUSTOM CODE LICENSE**

In order to deploy custom code elements using the SDK, the Developer must have a valid Pro, Business, or Enterprise level Subscription to Agora World. Any attempt to deploy custom code elements without a valid Subscription will result in termination of the Developer's access to the SDK and Agora World. The Developer shall be solely responsible for ensuring that their subscription remains valid and active at all times during the deployment of custom code elements.