



HAPTIC SDK SOFTWARE LICENSE AGREEMENT

This Haptic SDK Software License Agreement (this “**Agreement**”) is between you (both the individual downloading or installing the Haptic SDK (defined below) and any single legal entity on behalf of which such individual is acting) (“**You**” or “**Your**”) and Immersion Corporation, a Delaware corporation (“**Immersion**”).

IT IS IMPORTANT THAT YOU READ THIS AGREEMENT CAREFULLY. BY CLICKING TO ACCEPT OR AGREE TO THIS AGREEMENT (WHERE THIS OPTION IS MADE AVAILABLE TO YOU) OR BY MAKING ANY USE OF THE HAPTIC SDK, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT OR DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK TO ACCEPT OR AGREE TO THIS AGREEMENT AND DO NOT MAKE ANY USE OF THE HAPTIC SDK. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE HAPTIC SDK.

1. DEFINITIONS

1.1 “Android Application” means a Video Game Application (defined below) that is designed specifically for use with the Android mobile operating system in a mobile phone, tablet computer or other similar mobile device.

1.2 “Designated Android Application” means an individual Android Application developed by You that You have either (a) identified to Immersion in writing via email to HapticsDev@immersion.com (or such other email address as Immersion may provide from time to time) as including a copy of the Haptic SDK (which email must include Your contact information, any entity on whose behalf You are acting, and the name and a reasonable description of the Android Application), or (b) identified to Immersion in writing via Immersion’s registration requirements at the time You download the Haptic SDK as including a copy of the Haptic SDK (which writing must include Your contact information, any entity on whose behalf You are acting, and the name and a reasonable description of the Android Application).

1.3 “Documentation” means the user guides for installation and use of the Haptic SDK that Immersion makes generally available.

1.4 “Haptic SDK” means the software components of Immersion’s Haptic SDK (or any component thereof), in object code form only, as downloaded by You pursuant to this Agreement. The Haptic SDK was formerly known as the “Universal Haptic Layer”.

1.5 “Video Game Application” means an interactive electronic or computerized video game application primarily played for amusement and entertainment by manipulating images on a video display. A “Video Game Application” shall not include any applications that are primarily used for purposes other than for amusement and entertainment (e.g., “Video Game Application” shall not include applications primarily used for educational purposes, medical purposes, etc.).

2. HAPTIC SDK LICENSE

2.1 Limited License. Subject to Your compliance with the terms and conditions of this Agreement, Immersion hereby grants to You a limited, non-exclusive, non-transferable license (without the right to sublicense) solely during the Term: (i) to copy the Haptic SDK (in object code form only) and incorporate such copy into Your Designated Android Applications (henceforth, each a “**Haptic SDK Android Application**”); and (ii) to distribute such copy of the Haptic SDK, solely as incorporated in the Haptic SDK Android Application (in object code form only), to individual end users of such Haptic SDK Android Application solely via direct download by end users from Your Internet website or from Internet distribution service websites (e.g., the Android Market) which

makes Video Game Applications available for download to end users of such Video Game Applications in such Internet distribution service websites' ordinary course of business ("**Online Distribution Websites**"). For the avoidance of doubt, You acknowledge and agree that the licenses set forth in this Section 2.1 with respect to a Haptic SDK Android Application shall not be effective unless and until You have identified such Haptic SDK Android Application to Immersion as described in Section 1.2 above.

2.2 Grants to Immersion. In partial consideration for the licenses granted herein by Immersion, You hereby (i) grant (and agree to grant) Immersion and its affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use any screen shots, logos, trademarks, trade names and any other materials contained in, or accompanying the distribution of, any version of any Haptic SDK Android Application, in each case, for Immersion marketing and promotional activities and (ii) covenant that You will not assert any claim that the Haptic SDK infringes any intellectual property rights owned or controlled by You. You represent and warrant that You have the full power to enter into this Agreement and have the ability to grant the license and covenant granted to Immersion and its affiliates hereunder.

2.3 Attribution; Most Current Version of the Haptic SDK. In partial consideration for the licenses granted herein by Immersion, You agree to prominently display the following language within Your promotional or other materials which promote or describe the Haptic SDK Android Application (e.g., Android Market application description webpage, etc.): "Integrated with Immersion Haptic Effects." In partial consideration for the licenses granted herein by Immersion, You agree to download and incorporate into Your Haptic SDK Android Applications the most currently available version of the Haptic SDK.

2.4 Audit Rights. At Immersion's written request, from time to time, (a) You will verify in writing Your compliance with this Agreement, and (b) Immersion may have an independent auditor review Your books, records, systems, and facilities to audit Your compliance with this Agreement. Any such audit shall be at Immersion's expense; provided that if such audit reveals any material breach of this Agreement, You shall promptly pay to Immersion all costs and expenses of such audit. You shall correct any noncompliance.

2.5 Other Restrictions. You will not copy or use the Haptic SDK (including the Documentation) except as expressly permitted by this Agreement. You will not, and will not directly or indirectly permit, authorize or otherwise assist any third party to, (i) distribute any Haptic SDK Android Application (A) with any hardware device (e.g., preinstalled on a mobile phone, etc.) or in connection with the sale of a hardware device (e.g., sold as a Video Game Application bundled with a mobile phone, etc.), or (B) in any manner other than via an Online Distribution Website (or Your website), or (ii) reverse engineer, disassemble or decompile the Haptic SDK, except to the extent expressly permitted by applicable law, and then only after You have notified Immersion in writing of Your intended activities.

2.6 Ownership. Immersion will retain all right, title and interest in and to the patent, copyright, trademark, trade secret and any other intellectual property rights in the Haptic SDK and the Documentation, and in each case, any derivative works thereof (by whomever produced), subject only to the limited licenses set forth in this Agreement. You do not acquire any other rights, express or implied, in the Haptic SDK or the Documentation other than those rights expressly granted under this Agreement. For avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, Immersion does not grant any license hereunder with respect to any patent or patents infringed by the use or operation of any Haptic SDK Android Application on or with any hardware or the making, use, sale, offering for sale or importation of any hardware.

2.7 No Support. Immersion has no obligation to provide support, maintenance, upgrades, modifications or new releases under this Agreement.

2.8 Right to Anonymously Track Use of the Haptic SDK. Immersion reserves the right to anonymously track and report Your use of the Haptic SDK and any end user's use of a Haptic SDK Android Application. You shall notify end users of Your Haptic SDK Android Applications that Immersion reserves the right to anonymously track and report use of Haptic SDK Android Applications by end users.

3. NO WARRANTIES; REMEDIES

3.1 No Warranties. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, (1) IMMERSION MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE HAPTIC SDK OR THE DOCUMENTATION, (2) THE HAPTIC SDK AND THE DOCUMENTATION ARE PROVIDED "AS IS" WITH NO WARRANTY, (3) YOU AGREE THAT YOUR USE OF THE HAPTIC SDK AND THE DOCUMENTATION IS AT YOUR SOLE RISK, AND (4) IMMERSION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HAPTIC SDK AND THE DOCUMENTATION INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Immersion does not warrant that the Haptic SDK or any application incorporating the Haptic SDK will operate in combination with hardware, software, systems or data not provided by Immersion, except as expressly specified in the Documentation, or that the operation of the Haptic SDK or any application incorporating the Haptic SDK will be uninterrupted or error-free.

3.2 Limitation of Liability. IN NO EVENT WILL IMMERSION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF IMMERSION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL IMMERSION'S LIABILITY FOR DAMAGES HEREUNDER, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EXCEED TWO HUNDRED AND FIFTY DOLLARS (U.S.\$250). THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 3.2 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH IMMERSION WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

4. TERMINATION

This Agreement is effective from the date You accept the terms and conditions of this Agreement until December 31, 2013 (the "**Term**"). Immersion may terminate this Agreement at any time upon Your breach of any of the provisions hereof. Either party may terminate this Agreement with thirty (30) days prior notice (which, in the case of notice delivered to You, may be delivered via the email address or physical address provided by You when requesting or downloading the Haptic SDK). Upon termination or expiration of this Agreement, You will cease all use of the Haptic SDK, return to Immersion or destroy the Haptic SDK and all Documentation and related materials in Your possession, and so certify to Immersion. Except for the licenses granted to You herein and as otherwise expressly provided herein, the terms of this Agreement will survive expiration or termination. Notwithstanding the foregoing, upon expiration or termination of this Agreement (except for a termination by Immersion based on Your breach), subject to Your compliance with the terms and conditions of this Agreement, You may continue to exercise the license granted in

Section 2.1(ii) with respect to the then-current versions of Haptic SDK Android Applications that are then-commercially available to end users.

5. GENERAL TERMS

5.1 Changes to this Agreement. Immersion may make changes to or otherwise amend this Agreement:

(a) as it distributes new versions of the Haptic SDK -- Immersion will make the new version of this Agreement available on the website where the Haptic SDK is made available and/or where the Haptic SDK is downloadable; or

(b) with respect to any previously released version of the Haptic SDK, via at least thirty (30) days prior written notice to You (which may be delivered via the email address or physical address provided by You when requesting or downloading the Haptic SDK).

You agree that, if You do not agree with any change made by Immersion pursuant to Section 5.1(b) above, this Agreement (without such change) shall automatically terminate as of the date in which such change would become effective and, accordingly, Your right to use the previously released version of the Haptic SDK shall terminate (subject to the limited survival rights provided under Section 4 above).

5.2 Confidentiality. You agree not to disclose to any third party (i) the terms and conditions of this Agreement, (ii) the contents of any Documentation or other written documentation provided to You pursuant to this Agreement, and (iii) any other Confidential Information of Immersion (including the contents of any software components of the Haptic SDK). For purposes of this Agreement, “**Confidential Information**” shall mean, with respect to Immersion, any non-public information (including business and/or technical information) of Immersion that is designated as confidential or proprietary by Immersion (or which, under all of the circumstances, should reasonably be treated as confidential). Confidential Information shall include, without limitation, (i) business information, pricing and terms, related product documentation, technical data, algorithms, software (whether in object or source code), performance statistics, future plans, product road maps, customer and employee information, know-how (including reference designs), trade secrets, and other information of a non-public nature that is known or used by Immersion, and (ii) information, whether disclosed in writing, orally or visually, that is designated “confidential,” “proprietary,” or which, under all of the circumstances, should reasonably be treated as confidential.

5.3 Indemnification. You will indemnify, defend, and hold harmless Immersion and its affiliates, and their successors, assigns, officers, directors, employees, and agents, from any claim, liability, loss, damage, lien, judgment, and cost, including reasonable attorneys’ fees and litigation expenses, with respect to any component of a Haptic SDK Android Application (other than the Haptic SDK).

5.4 Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of California without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in a state or federal court for Santa Clara County, California, and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

5.5 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

5.6 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Immersion. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

5.7 Export Administration. You will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations.

5.8 U.S. Government End Users. The Haptic SDK and Documentation are “commercial computer software,” as that term is defined in the U.S. Federal Acquisition Regulations. The Haptic SDK and Documentation are being licensed to U.S. Government end users (a) only as commercial computer software and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties and, other than any Immersion license agreement manually signed by the parties, supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and a manually-signed Immersion license agreement, the terms of such manually-signed license agreement will control. Except as provided under Section 5.1 above, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement will supersede the terms in any of Your purchase orders or other ordering documents.

BY CLICKING TO ACCEPT OR AGREE TO THIS AGREEMENT (WHERE THIS OPTION IS MADE AVAILABLE TO YOU) OR BY MAKING ANY USE OF THE HAPTIC SDK, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU, AND (4) BY SO CLICKING, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.