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ORION360™ SDK BASIC – EVALUATION KIT LICENSE AGREEMENT

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1.4 Additional Terms and Agreements. You may have a separate written agreement with Finwe that supplements or supersedes all or portions of this agreement. Your use of some third party materials included in the SDK may be subject to other terms and conditions typically found in a separate license agreement or a "Read Me" file located near such materials. Such other terms and conditions will supersede all or portions of this agreement in the event of a conflict with the terms and conditions of this agreement.

2. DEFINITIONS.

"Finwe" means Finwe Ltd., a private company, Elektroniikkatie 2A, 90590 Oulu, Finland.

"Application Title" means a single Developer Application that is created for fulfilling specific needs of specific end-user groups by developing the necessary computer algorithms (software code) and assets (images, videos, textual resources, data models), and making these available as a distribution under a distinguishable identifier such as application name, package name, or bundle identifier. Multiple copies of the same distribution are considered as copies of the same Application Title. Different distribution files are considered as different versions of the same Application Title as long as (a) the Developer Application's distribution identifier (application name, package name, bundle identifier) is maintained, and (b) the Developer Application's purpose, customer, primary functionality, and target end-user group are maintained.

"Build Tools" means build files, compilers, and runtime libraries accompanying this agreement, including, for example, the contents of the bin, lib, and runtime directories, if included with the version of the SDK provided to you in connection with this agreement.

"Developer Application" means your application software that complies with the requirements of this agreement, including Section 5.1, and that either (a) interoperates with the Runtime Components or Object Code Redistributables, or (b) is an application produced from the Build Tools.

"Documentation" means the written materials accompanying this agreement, including, for example, technical specifications, user manuals, file format documentation and application programming interface (API) information.

"Effective Date" means the date that you download or otherwise access the SDK.

"Material Improvement" means perceptible, measurable and definable improvements that provide extended or additional significant and primary functionality that adds significant business value.

"Object Code Redistributables" means those files in object code format located in /libs folder or its subfolders, if included with the version of the SDK provided to you in connection with this agreement. "orion360.jar" is an example of Object Code Redistributable.

"Platform" means a single operating system or a set of APIs, libraries and runtimes where the Application Title can be installed or run, and is allowed to be distributed to using a single purchased or granted license. The following are considered Platforms that require purchasing or granting their own license, even if the Application Title could be technically installed or run on multiple Platforms using exactly or essentially the same distribution: (a) Apple iOS phones and tablets, (b) Apple TV, (c) Android phones and tablets, (d) Android TV, (e) Samsung GearVR, (f) Google Daydream, (h) Web/HTML5.

"Runtime Components" means any of the individual files, libraries or executable code contained in the /libs folder or its subfolders. "liborion360.so" is an example of Runtime Component.

"SDK" means the Build Tools, Documentation, Object Code Redistributables, Runtime Components, SDK Source Files and Sample Code.

"SDK Source Files" means source code files included in the directory "src" that accompany this agreement, if included with the version of the SDK provided to you in connection with this agreement.

"Sample Code" means sample software in source code format designated in the Documentation or directories or network repositories as "sample code," "samples," "sample application code," "examples" or "snippets."

3. LICENSE.

Subject to the terms and conditions of this agreement, including the requirements and restrictions below, Finwe grants you the non-exclusive, non-transferable right to use the SDK in accordance with the Documentation as follows:

3.1 Installation, Use and Copying. You may install and use the Build Tools, Object Code Redistributables and Runtime Components solely for purpose of developing compliant Developer Applications. You may make a limited and reasonable number of copies of the SDK for purposes of your internal development of Developer Applications.

3.2 Modification. You may modify the Sample Code and SDK Source Files provided to you in human readable (i.e., source code) format. You may incorporate the modified Sample Code and SDK Source Files into your Developer Applications. You may not modify the Build Tools (except for files that are covered by third party licenses that allow you to do so), or Documentation in any manner. In no event may you take any action to make the SDK subject to a license or scheme in which there is or could be interpreted that, as a condition of use, modification and/or distribution, the SDK be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. You may not delete or in any manner alter the copyright notices, trademarks, logos or related notices, or other proprietary rights notices of Finwe (and its licensors, if any) appearing on or within any portion of the SDK other than Sample Code or SDK Source Files that are substantially modified by you in accordance with this agreement.

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(a) Distribution Rights. Subject to the provisions of this agreement, including the requirements and restrictions below, you may copy and distribute the Sample Code, SDK Source Files, Object Code Redistributables and Runtime Components as follows:

(i) Distribution with Developer Application. You may distribute (A) Sample Code and SDK Source Files in source code, object code, modified or unmodified form, in all cases incorporated into your Developer Application and (B) Object Code Redistributables and Runtime Components only as incorporated automatically (i.e., incorporated solely as a byproduct of your use of application build tools) into a Developer Application, by using the Object Code Redistributables and Runtime Components in the /libs folder and its subfolders; and

(ii) Distribution of Sample Code Stand-alone. You may distribute Sample Code (but not SDK Source Files) in source code or object code format on a stand-alone basis or as bundled with other software, as long as you first make modifications to such code that result in Material Improvements; and

(iii) Distribution of SDK Source Files. You may distribute SDK Source Files (but not the Sample Code) in source code or object code format on a stand-alone basis or as bundled with other components useful to developers, as long as you first make modifications to such files that result in Material Improvements, and provided that you (A) include a copyright notice reflecting copyright ownership in such modified files, and (B) do not use "finwe", "finweltd", "orion", "orion360" in any new package or class names distributed with the SDK Source Files.

(iv) No Distribution of Build Tools. This agreement does not grant you the right to distribute the Build Tools (except for files that are covered by third party licenses that allow you to do so) or Documentation. In no event may you take any action to make the SDK subject to a license or scheme in which there is or could be interpreted that, as a condition of use, modification and/or distribution, the SDK be (A) disclosed or distributed in source code form; (B) licensed for the purpose of making derivative works; or (C) redistributable at no charge.

(b) Distribution Requirements. If you distribute the Sample Code or SDK Source Files under this agreement, you must include a copyright notice in such code, files, the relevant Developer Application or other larger work incorporating such code or files. You may not (i) make any statement that any

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4. INDEMNIFICATION.

You agree to hold Finwe harmless from any and all liabilities, losses, actions, damages or claims (including product liability, warranty and intellectual property claims, and all reasonable expenses, costs and attorneys fees) arising out of or relating to your distribution of all or any portion of the SDK or any Developer Application; provided that Finwe cooperates with you, at your expense, in resolving any such claim.

5. DEVELOPMENT REQUIREMENTS AND RESTRICTIONS.

5.1 Development. You shall not create or distribute any software, including any Developer Application that interoperates with individual Object Code Redistributables or Runtime Components in a manner not documented by Finwe. You are not permitted to install or use the Build Tools or other portions of the SDK to develop software prohibited by this agreement. Failure to comply with this Section 5.1 is a breach of this agreement that immediately terminates all rights granted to you herein.

5.2 Other Prohibitions. You will not use the SDK to create, develop or use any program, software or service that (a) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (b) when used in the manner in which it is intended or marketed, violates any law, statute, ordinance, regulation or rights (including any laws, regulations or rights respecting intellectual property, computer spyware, privacy, export control, unfair competition, antidiscrimination or advertising), or (c) interferes with the operability of Finwe or third-party programs or software.

5.3 Privacy. You will comply with all data protection and privacy laws and rules applicable to the personal information of your end users. You will conspicuously post a privacy policy that tells users what personal data you are going to use and how you will use, display, share, or transfer that data. In addition, you will include your privacy policy URL conspicuously in the Developer Application, and you must also include a link to your app's privacy policy in any app marketplace that provides you with the functionality to do so.

6. INTELLECTUAL PROPERTY RIGHTS.

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7. REVERSE ENGINEERING.

You will not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of all or any portion of the SDK provided to you in compiled or object code format except to the extent you may be expressly permitted to decompile under applicable law or use of some third party materials included in the SDK that contain a separate license agreement or a "Read Me" file located near such materials that supersedes all or portions of this agreement.

8. NON-BLOCKING OF FINWE DEVELOPMENT.

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If the SDK or any of its components are pre-commercial release or beta software ("Pre-release Software"), then this section applies. The Pre-release Software is a pre-release version, does not represent final product from Finwe, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Finwe may never commercially release the Pre-release Software. If you received the Pre-release Software pursuant to a separate written agreement, such as the Finwe License Agreement for Pre-Release Software, your use of the Software is also governed by such agreement. You will return or destroy all copies of Pre-release Software upon request by Finwe or upon Finwe's commercial release of such Software. YOUR USE OF PRE-RELEASE SOFTWARE IS AT YOUR OWN RISK.

10. TERM AND TERMINATION.

This agreement will commence upon the Effective Date and continue in perpetuity unless terminated as set forth herein. Finwe may terminate this agreement immediately if you breach any of its terms. Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this agreement. Upon termination of this agreement, you will cease all use and distribution of the SDK and return to Finwe or destroy (with written confirmation of destruction) the SDK promptly at Finwe's request, together with any copies thereof.

11. GOVERNING LAW.

If you are a consumer who uses the SDK for only personal non-business purposes, then this agreement will be governed by the laws of the state in which you purchased the license to use the SDK. If you are not such a consumer, this agreement will be governed by and construed in accordance with the substantive laws in force in Finland. This agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

12. TRIAL LICENSE EXCEPTIONS.

This license covers only the evaluation kit of the SDK ("trial version"), which is only intended for testing the applicability of the SDK. Using this SDK for creating an internal test version of the Developer Application is permitted using sample application bundle / package name and license file(s). Production, pre-release (and any other version that is made available outside of your own organization or publicly showcased) of the Developer Application must include a separately purchased or granted license of the commercial ("full version") of the SDK for each Platform where it is made available. Such licenses are available from Finwe either via contacting Finwe Sales Department (sales@finwe.fi, info@finwe.fi) or via an electronic market place (such as https://store.make360app.com).

This evaluation kit license contains the following additional limitations:

- Limitation to bundle / package names: YES, included license files only work with *fi.finwe.orion360.sdk.pro.examples* and/or *fi.finwe.orion360.sdk.pro.hello*
- Finwe splash screen: NO
- Finwe watermarks: YES, rendering on top of Orion360 views is automatically forced.
- Maximum viewable video length / resolution / bitrate: UNLIMITED
- Maximum number of Application Titles: NONE (zero) - only for evaluation purposes!
- SDK operation time: 3 months from Effective Date (not enforced)
- SDK support: NOT INCLUDED
- SDK upgrades: NOT INCLUDED

13. GENERAL PROVISIONS.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms. Updates may be licensed to you by Finwe with additional or different terms. The use of "includes" or "including" in this agreement shall mean "including without limitation." This is the entire agreement between Finwe and you relating to the SDK and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the SDK.