

License Agreement

This License Agreement for the Logitech G Bridge SDK ("Agreement") is entered into and made effective as of November 2nd, 2017 (the "Effective Date") by and between Logitech Europe S.A., with its place of business at EPFL – Quartier de l'Innovation, Daniel Borel Centre for Innovation, 1015 Lausanne, Switzerland ("Logitech") and the Licensee for the Logitech G Bridge SDK (defined below), which includes computer software and related media and printed materials.

1. Definitions:

- 1.1 "Developer Software" means a software application designed by Licensee for use with and which is functional with the Logitech Hardware and the HTC Vive Tracker device.
- 1.2 "Logitech G Bridge SDK" means Logitech's proprietary software development kit for the tracked keyboard overlay application (3D animated model overlay) and related media and printed materials, including any identified Sample Code, reference guides and manuals, installation routines, driver, API's, libraries, any subsequent updates or adaptations provided by Logitech, and all other materials provided by Logitech to Licensee as part of the software development kit.
- 1.3 "Logitech Hardware" means a Logitech keyboard and a custom mount to attach a tracking device to the keyboard, and any subsequent, updated, improved or derived versions of such custom mount and keyboard. For clarity's sake, the Logitech Hardware and the SDK have been developed to work with the HTC Vive Tracker device but the latter device is not part of this License Agreement and remains subject to any and all applicable terms as provided separately by HTC.
- 1.4 "Redistributable Files" means those certain files stored in the root folder of the SDK.
- 1.5 "Sample Code" means the sample interface or application source and object code files contained within the Logitech G Bridge SDK and so designated as Sample Code.

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Logitech Inc.
7600 Gateway Boulevard
Newark, CA 94560
Attention: Vincent Tucker
- 3.6 The Logitech G Bridge SDK and the Logitech G Bridge are still pre-release versions and Logitech is currently working on updating the Logitech G Bridge. Licensee acknowledges that new, updated Logitech G Bridge shall be made available soon and that the current version of the Logitech G Bridge might not be the version that will be actually commercialized. The parties agree that this Agreement and any rights and obligations therein shall not be affected by any such future release.
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8. Confidentiality:

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- 10.1 This Agreement is effective until terminated. Logitech may terminate this Agreement, effective immediately upon written notice to Licensee, if Licensee breaches any material obligation under this Agreement and fail to cure the breach within thirty (30) business days after written receipt of notice of such breach. Further, without prejudice to any other of its rights, Logitech may, in its sole discretion, in the event the Logitech G Bridge SDK, Redistributable Files, the Sample Code, or the Logitech Hardware are held to be infringing the intellectual property rights of a third party, terminate this Agreement upon fifteen (15) business days notice to Licensee; provided in such instance that Logitech shall use its best commercial efforts, at its own expense and option, to procure for Licensee the right to continue to use the rights granted hereunder, replace the same with non-infringing technology of equivalent function and performance or modify the same so that it becomes non-infringing without detracting from function or performance. If none of the measures set forth in the previous sentence can be achieved on commercially reasonable terms, Logitech shall have the right to terminate this Agreement. Licensee may terminate this Agreement at any time by giving Logitech written notice pursuant to Section 11.5 or by stopping all use of the Logitech G Bridge SDK and of the Logitech Hardware. In addition to the termination rights above, if Logitech makes a request to Licensee in writing to stop using the Logitech G Bridge SDK or Redistributable Files, Licensee will immediately comply with this request; provided, however, that Licensee will not be required to stop copying, distributing or otherwise using the Code as described herein.
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- 10.4 The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: 1, 3.3, 3.4, 3.5, 6, 7, 8, 9, 10 and 11

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- 11.1 This Agreement is personal to Licensee. Licensee shall not assign, sublicense or otherwise transfer any of the rights acquired under this Agreement without the express written consent of Logitech.
- 11.2 The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement in any one or more instances shall not be deemed to be a waiver by such party of its rights.

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- 11.4 If any provision of this Agreement becomes or is held to be unenforceable, such provision will be excluded from this Agreement and the balance of the Agreement will be enforceable in accordance with its terms and interpreted as if such provision were so excluded.
- 11.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law. Any suit hereunder shall be brought in the federal or state courts in Alameda County, California.
- 11.6 Any notice required or permitted hereunder shall be in writing and shall be sent as follows.

Notices to Logitech shall be sent to:

Logitech Europe S.A.
Attention: Legal Department
EPFL – Quartier de l’Innovation
Daniel Borel Centre for Innovation
1015 Lausanne, Switzerland

With a mandatory copy to:
General Counsel
Logitech
7600 Gateway Boulevard
Newark, California 94560

Notices to Licensee shall be sent to Licensee pursuant to the contact information Licensee provide as part of any developer registration process.

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