

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.

2. License Grant:

- 2.1 Subject to the terms and conditions contained in this Agreement, Logitech grants to Licensee a limited non-exclusive, nontransferable, nonsublicensable, world-wide, royalty-free, revocable license to (a) install and use the Logitech G Bridge SDK for purposes of developing a software that will allow Licensee's applications to integrate and function with the Logitech Hardware and the Logitech keyboard overlay application; and (b) internally use, copy and modify the Sample Code located in the Logitech G Bridge SDK "Samples" directories to design, develop and test the Developer Software; provided Licensee meets and complies with all requirements set forth in Section 3.2 of this Agreement.
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- 3.5 Upon request, Licensee must provide Logitech with two (2) copies of any Developer Software and related documentation. Developer Software should be sent to:
- 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.

4. Loan of the Logitech G Bridge:

- 4.1 Logitech agrees to lend the Logitech G Bridge to Licensee for the limited use in accordance with the license set forth in Sections 2 and 3 and Licensees agrees the Logitech G Bridge on loan for such use. Licensee shall not modify or alter the Logitech G Bridge, nor transfer it to a third party.

5. Attribution Requirements and Trademark License:

- 5.1 Licensee shall provide attribution to Logitech in the manual (or equivalent) of the Developer Software in the format set forth below, or as otherwise specified or approved in writing by Logitech:

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7. Customer and Technical Support:

- 7.1 Licensee will be solely responsible for providing customer and technical support to end users of the Developer Software for all features of the Developer Software, including those features that relate to integration, functionality or compatibility of the Developer Software with Logitech products. Logitech will provide customer support to end users on Logitech product functionality issues only. Logitech will provide Licensee with technical support related to use of the Logitech G Bridge SDK under terms and conditions as

posted on the Logitech developer website, which may, at Logitech's discretion, be changed from time to time.

8. Confidentiality:

- 8.1 All technical and business information disclosed by either party to the other party under this Agreement and related to the Logitech G Bridge SDK, the Logitech Hardware or the Developer Software, including but not limited to source code, documentation, technical assistance and any confidential information pertaining to either party's business or products are to be considered "Confidential Information." Each party shall not disclose any portion of Confidential Information to any third party and shall protect all Confidential Information with the same degree of care as each party uses to protect its own information of a confidential or proprietary nature, but always at least a reasonable degree of care. This obligation of confidentiality shall survive termination and/or expiration of this Agreement for any reason. The confidentiality obligation set forth in this section 8.1 shall not be affected or modified by the public release or public announcement of the Logitech "Bridge" products and the associated tracked keyboard overlay application.

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10. Term & Termination:

- 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.
- 10.2 Logitech may in its sole discretion change or discontinue any portion of the Logitech G Bridge SDK, the Redistributable Files, the developer program, or the Logitech Hardware at any time upon notice. Logitech shall notify Licensee of any such changes via e-mail and a change notice will be posted on the developer site. IF A CHANGE IS UNACCEPTABLE, LICENSEE'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY GIVING NOTICE OF TERMINATION AS SET FORTH IN THIS SECTION 10 OF THE AGREEMENT OR BY STOPPING ALL USE OF THE Logitech G Bridge SDK AND OF THE LOGITECH HARDWARE. IF LICENSEE DOES NOT GIVE LOGITECH NOTICE AND LICENSEE CONTINUES TO USE ANY PORTION OF THE Logitech G Bridge SDK, THE REDISTRIBUTABLE FILES, THE LOGITECH HARDWARE OR THE MATERIALS PROVIDED HEREUNDER BY LOGITECH, THEN LICENSEE WILL BE DEEMED TO HAVE ACCEPTED THE CHANGES.
- 10.3 Upon the termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate and Licensee shall immediately discontinue use of all portions of the Logitech G Bridge SDK and the Redistributable Files, and shall return to Logitech all copies of the Logitech G Bridge SDK (including, but not limited to, all portions of Sample Code) and Redistributable Files and all related materials provided by Logitech to Licensee that are in Licensee's possession or control.
- 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.

- 11.3 Nothing in this Agreement shall constitute or be deemed to constitute a joint venture or partnership between Logitech and Licensee. The relationship between Logitech and Licensee shall be that of licensor and licensee and of independent contractors.
- 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.

- 11.7 U.S. Government Restricted Rights and Export. U.S. Government Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988) FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. Logitech Inc. 7600 Gateway Boulevard, Newark, CA 94560.
- 11.8 Export Law Assurances. Licensee agrees and certifies that no portion of the Logitech G Bridge SDK, the Redistributable Files, nor any other technical data received from Logitech will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If Licensee has rightfully obtained the Logitech G Bridge SDK or Redistributable Files outside of the United States, Licensee agrees that Licensee will not re-export any portion of the Logitech G Bridge SDK, Redistributable Files, nor any other technical data received from Logitech, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Logitech G Bridge SDK or Redistributable Files.
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- 11.10 This Agreement is the sole and entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior understandings, agreements

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