NONCOMMERCIAL EVALUATION LICENSE AGREEMENT

By installing and/or using the evaluation SDK proprietary software of Extreme Reality Ltd. ("**Company**") accompanying herein, which may consist of system files, tools, APIs, SDKs and related documentation ("**Evaluation SDK**"), You, who have completed the registration for a Developer Account under Company's website ("**You**") hereby acknowledge that You have read, understood and agreed to all terms and conditions set forth in this agreement ("**Agreement**").

In the event that You are acting on behalf of the organization to which the Company has furnished the Evaluation SDK ("**Organization**"), You represent and warrant that You have the adequate legal capacity to agree to the terms of this Agreement and accordingly Your acceptance creates a legally enforceable obligation of the Organization and employees who have been authorized by it to use or to whom Organization otherwise make available the Evaluation SDK, in accordance with this Agreement ("**Authorized Users**").

1. <u>Royalties; Future Release</u>. The non-commercial Evaluation SDK is currently provided to You free of charge and royalty-free, subject to the terms herein; however, in the event that in the future You shall submit Company with a Developer Specification Request Form ("**Specifications**") pursuant to which Company shall make available to You a commercial version of the Evaluation SDK, at its sole discretion ("**Release**"), Your usage of such Release, shall be subject to Your acceptance to be bound by its applicable terms of use, substantially including agreement to provide payments of royalties to Company of any commercial use and/or other revenues You may gain thereof. Subject to the terms and conditions of the Release's terms of use, You shall be entitled to distribute, sale, license and make other commercial exploitation of any of Your own application operated based on and integrated with Release's result data (collectively "**Combined Product**"), directly to end-users and clients of Yours. Should You wish to apply for the obtaining of Release and be bound by its terms and conditions including terms concerning payment and contractual terms upon commercial use of the Combined Product, kindly use the following link: http://www.xtr3d.com/developers/sdk-download for further required information and applicable procedure; which Release arrangement, if any, shall be applied solely upon Your submission of Specifications and Company's acceptance, separately from this Agreement.

2. <u>License</u>. Subject to this Agreement, the Company hereby grants You with a non-exclusive, non-transferable, non-commercial, revocable license for 60 (sixty) days as of its first installation ("**License Period**") to use the Evaluation SDK and any data, output or other results or information produced by or made in conjunction with the Evaluation SDK ("**Result Data**") ONLY FOR INTERNAL TESTING, EVALUATION AND NON-COMMERCIAL USE PURPOSES ("**Purpose**").

   Under the Purpose, Evaluation SDK shall be installed in object or executable code form only onto devices owned or controlled by You ("**Platform(s)**"), and You shall have the right to use Evaluation SDK and integrate its Result Data in conjunction with other software and hardware relating to the Platform, owned by or licensed to You.

3. <u>General Restrictions</u>. Except as expressly permitted hereunder, You may not, nor permit anyone else, directly or indirectly to: (i) distribute, rent, lease, market, sublicense, resell or otherwise transfer the Evaluation SDK and/or Result Data, commercially or otherwise or in any manner use the same for commercial or production purposes (ii) copy, modify, translate, or create derivative works of the Evaluation SDK and/or Result Data or any portion thereof either alone or in conjunction with any other product or program, (iii) reverse engineer, decompile, disassemble or otherwise attempt to identify or discover any source code, underlying ideas, techniques, or algorithms in Evaluation SDK and/or Result Data (iv) remove any identification, including copyright notices, contained in or on the Evaluation SDK. ANY RIGHT NOT EXPLICITLY GRANTED TO YOU IS RESERVED TO COMPANY OR ITS LICENSORS.

4. <u>Third-Party Evaluation SDK</u>. The Company may utilize, include or otherwise make available to You, third-party interactive games that are subject to open source and/or third-party license terms ("**Third-Party Games**"). The right to use Third-Party Games in connection with the Evaluation SDK is subject to and governed by the terms and conditions of their respective license.

5. <u>Confidentiality</u>. You acknowledge that You may learn Confidential Information of Company in connection with this Agreement. You agree not to use or disclose such Confidential Information to others without the prior written consent of Company and/or as expressly authorized under a separate NDA that may be executed between us, and to hold such Confidential Information in strict confidence using at least the same degree of care You use to protect Your own Confidential Information of like nature and importance, but no less than a

reasonable degree of care. Only Your Authorized Users who have a "need to know" solely with respect to the Purpose may be given access to Company's Confidential Information, and you are liable for any unauthorized use or disclosure by any of them. You shall immediately notify Company if you discover or suspect any unauthorized use or disclosure of any Confidential Information and shall cooperate with Company to remedy same. "**Confidential Information**" means this Agreement, any version of the Evaluation SDK and all Updates, Result Data, technology, know-how, algorithms, testing procedures, software, structure, interfaces, specifications, documentation, reports, analysis, benchmarks, performance results, and other information learned or accessed by You pursuant to this Agreement and the Evaluation SDK. Confidential Information does not include information that (i) has become a part of the public domain without any improper action or inaction; (ii) was in Your rightful possession without any obligation of confidentiality to any parties; (iii) was rightfully disclosed to You by a third party without restriction on disclosure; and (iv) to the extent required by law or court order, provided that You shall make reasonable efforts to give Company prior notice of such requirement and shall cooperate with any attempts to obtain a protective order or similar treatment.

6. Ownership. Neither party shall have, and nothing herein shall construed to provide, any proprietary or other rights or title whatsoever (including any intellectual property rights) with respect to the other party's products or technology, which is and shall remain under the exclusive ownership of such party. Without derogating from the generality of the aforesaid, Company and/or its licensors, shall exclusively own any and all rights, title and interest, including any intellectual property rights, in and to Evaluation SDK, Result Data and/or any part thereof and any Updates thereof, including any modification, derivation and enhancement thereof.

7. Prerelease Version. The Evaluation SDK is a prerelease non-commercial version and thus not all features may be fully implemented or refined and there may be unresolved issues or risks using the Evaluation SDK. Your use of the Evaluation SDK and/or Result Data is at Your own discretion and at Your own risk.

8. Updates. Company has no obligation to make available to You any bug fixes, updates, upgrades, modifications, enhancements, supplements and new releases or versions of or to the Evaluation SDK ("**Updates**"). However, if Updates are made available to You by Company, the terms of this Agreement will govern such Updates. You agree that the form and nature of the Evaluation SDK may change without prior notice and that future versions of the Evaluation SDK may be incompatible with current.

9. Limitation of Warranty; Disclaimer. The Evaluation SDK provided on "As Is"/"As Available" basis solely for the Purpose, and accordingly, to the fullest extent permitted by law, Company makes no warranties whatsoever, express or implied, whether oral or written, and Company disclaims all implied warranties including any implied warranty of merchantability, or of fitness for a particular purpose as well as any warranties regarding security, reliability, accuracy, and performance of the Evaluation SDK. COMPANY IS NOT LIABLE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOST INFORMATION), CONNECTED WITH OR RESULTING FROM THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE RESULT APPLICATION(S).

10. Termination; Effect of Termination. This Agreement and all rights granted under it by Company will automatically terminate without notice from Company (i) upon the lapse of the License Period; or earlier (ii) if You or any Authorized Users fail to comply with any term(s) of this Agreement. Upon termination of this Agreement, all rights granted to You under this Agreement will immediately terminate and You shall cease any use of the Evaluation SDK and/or Result Data immediately and will uninstall, erase and return (or at Company's discretion, destroy) all copies thereof in Your possession or control. The provisions of sections 3, 5, 6, 8, 9 and 11 shall survive any termination of this Agreement. Termination is without prejudice to all other remedies available to the Company by law or under this Agreement.

11. Miscellaneous. This Agreement is the entire and exclusive agreement between Company and You regarding the subject matter set forth herein, and may be amended only by written agreement duly executed by authorized representatives of both parties. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship with the other party. This Agreement does not create any agency, partnership, or joint venture relationship between Company and You. This Agreement is governed by the law of the England. You may not assign this Agreement without the prior written consent of Company. Company shall have the right to assign its right or delegate its obligations or any

part thereof under this Agreement without Your consent. Subject to the aforesaid, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Developer Account. If you, personally or behalf of organization, are a developer or owner of legal rights of certain software and/or application ("**You**"), certain activities and/or services under Extreme Reality Ltd.'s ("**XTR3D**") site ("**Site**"), such as the ability to receive access to certain XTR3D's proprietary software and participate in XTR3D's support forums may be accessible to You only if You have registered for an activated profile on the Site ("**Developer Account**"). The registration process may require You to provide alias and information including, but not limited to, user name, password and e-mail address. XTR3D's use of any of Your information is governed by its Privacy Policy.

If You choose to create a Developer Account on the Site, You must provide only current and accurate information about You and or the developer's organization on behalf of which You are authorized to provide such information. You are entirely responsible for any and all activities that occur under Your Developer Account. You are responsible for maintaining the confidentiality of Your Developer Account name and password and for any and all of Your uses under Your Developer Account. XTR3D reserves the right to terminate Your Developer Account on the Site or refuse any or all use of the services accessible XTR3D to registered developers for any reason or no reason.

Support. While XTR3D shall make reasonable efforts to provide its support by knowledgeable personnel, XTR3D cannot offer any guarantee as to the consequences of the support provided. XTR3D's support is provided "as is" without warranty of any kind, merely as recommended advises to be utilized at Your own risk. XTR3D and its employees shall not be held liable for any direct, indirect, special, incidental or consequential damages or loss of any character in connection with the support provided.

We strongly recommend and it is Your responsibility to make copies or backups of data, applications and important files before making any modifications to Your system.

Feedback. You may (but are not required to) provide to XTR3D feedback, comments and suggestions for the modification, correction, improvement or enhancement of (a) its software, products and technology or processes which work or interact with such software, product and technology ("**Feedback**"). You hereby grant to XTR3D a non-exclusive, perpetual, paid-up, transferable, sub-licensable, worldwide license to use, disclose and exploit all intellectual property rights in such Feedback for any purpose.