## SDK Software License

## Merge Cube Software Development Kit License Agreement

Copyright © 2017 Merge Labs, Inc. All rights reserved.

- 1. Subject to the terms and conditions of this License Agreement (the "License"), Merge Labs, Inc. ("Merge", or "Merge Labs") hereby grants to you a perpetual, worldwide, non-exclusive, no-charge, royalty-free, sublicenseable copyright license to use, reproduce, redistribute (subject to restrictions below), modify, and improve the software contained in this Software Development Kit ("SDK"), including, but not limited to, the samples, headers, and source. This license includes the right to prepare derivative works ("Derivative Works"), whether in source, binary, or object form, based on the SDK, in whole or in part, including third party software unless otherwise noted. Derivative Works are defined as source, binary or object code derived exclusively from the SDK; provided, however, that Derivative Works do not include engines, utilities, applications, content or games which may be developed using the SDK. By way of example, a videogame that is developed using the SDK would not be a Derivative Work and a utility or tool set in a pre-existing game engine that is adapted to work with the SDK would not be a Derivative Work. By way of example, but not limitation, a Derivative Work is or would be: either (i) an adaptation of a utility or piece of code from the SDK to improve efficiency; or (ii) an addition of code or improvement to the SDK that adds functionality. When you use the SDK (including Derivative Works) with your engines, utilities, applications, content, or games (collectively and generally referred to as "Developer Content"), you retain all rights to your Developer Content, and you have no obligations to share or license Developer Content to Merge Labs, Inc. or any third parties.
- 2. You, the recipient and user of the SDK, hereby agree and accept that that Merge Labs, Inc. shall own all right, title and interest to the intellectual property rights, including, but limited to copyright, trademark and patent rights, to any Derivative Works that you or your licensees may create, and you hereby assign any and all such rights to

such Derivative Works to Merge Labs, Inc. We hereby grant to you the right to use these Derivative Works solely in conjunction with the SDK on a fully paid up, no-charge, royalty-free, world-wide, in perpetuity, non-exclusive basis. Furthermore, for the sake of clarification, Merge Labs, Inc. and its assignees and licensees shall be free to use such Derivative Works without any approval from you and without compensation or attribution to you. You also agree upon Merge's request to provide the source and binary code of any Derivative Works to Merge. FAILURE TO COMPLY WITH THIS REQUEST IS THE BASIS FOR AUTOMATIC TERMINATION OF THIS LICENSE BY MERGE.

- 3. Subject to the terms and conditions of this License, your license to redistribute and sublicense the SDK and Derivative Works is also expressly made subject to the following conditions:
- 3.1. You may sublicense and redistribute the source, binary, or object code of the SDK in whole or in part; provided, however, you may only license, sublicense or redistribute the source, binary or object code in whole, and you may not license, sublicense or redistribute any portion or element separately or in part (in either source, binary or object form). You may only license, sublicense or redistribute Derivative Works solely with and in conjunction with the SDK. The SDK may not be used, licensed, or sublicensed to interface with commercial headsets and controllers not authorized and approved by Merge;
- 3.2. You must include with all such redistributed or sublicensed SDK code the following copyright notice: "Copyright © 2017 Merge Labs, Inc. All rights reserved," and include the list of conditions contained in this Section 3, including the full text of the disclaimer in Section 3.6 below;
- 3.3. Neither the name of Merge Labs, Inc. nor the names of Merge Labs, Inc.'s contributors, licensors, employees, or contractors, may be used to endorse or promote products derived from this SDK without specific prior written permission of Merge Labs, Inc.;
- 3.4. You must give any other recipients of the SDK or any elements thereof, including Derivative Works, a copy of this License and you must cause any modified files to carry prominent notices stating that you changed the files;
- 3.5. If the SDK or a specific element thereof includes a "LICENSE" text file as part of its distribution (the "License Notice"), then any

Derivative Works that you distribute with the SDK in whole or in part must include a readable copy of such attribution notices as are contained within the applicable License Notice file (excluding those notices that do not pertain to any part of the Derivative Works), in at least one of the following places: within a License Notice text file distributed as part of the Derivative Works; within the source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. You must also include in the License Notice file for all Derivative Works a copy of all notices (including any product liability or health and safety notices). The contents of the License Notice file are for informational purposes only and do not modify the License. You may add your own attribution notices within Derivative Works that you distribute, alongside or as an addendum to the License Notice text from the SDK or any part thereof, provided that such additional attribution notices cannot be construed as modifying the License.

- 3.6. THIS SDK AND ANY COMPONENT THEREOF IS PROVIDED BY MERGE AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL MERGE AS THE COPYRIGHT OWNER OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SDK OR THE DERIVATIVE WORKS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 4. This License does not grant permission to use the trade names, trademarks, service marks, or product names of Merge, except as required for reasonable and customary use in describing the origin of the SDK, any element thereof, and reproducing the content of the License Notice file.
- 5. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing,

shall Merge or any contributor be liable to you or your licensees or sublicensees for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the SDK, any element thereof or any Derivative Works (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if you or such contributor has been advised of the possibility of such damages.

- 6. Your acceptance of the terms and conditions of this License in and of itself and for all Developer Content created as of January 1, 2014, may be evidenced by any of the following: your usage of the SDK or any element thereof, acceptance of the click-through agreement, or opening the packaging of the CD-ROM containing the SDK or any element thereof. As this License is updated for future releases of the SDK, you agree to abide by and meet all requirements of future updates of this License for those future SDK releases as evidenced by the same usage of the SDK or any element thereof and the future updates of this License will apply for that future Developer Content that may developed for or with that future SDK or any element thereof. Your prior Developer Content developed with a prior SDK version will be governed by the applicable prior version of the License and you shall have the right to continue to develop and exploit Developer Content (prior and future) with the prior version of the SDK and the applicable prior version of the License.
- 7. Merge reserves the right to terminate this License and all your rights hereunder in the event you materially breach this License and fail to cure such breach within ten (10) business days after notice of breach from Merge. Furthermore, Merge also reserves the right to cancel or terminate this License for any of the following reasons upon notice to you, subject to the appeal process set forth in Section 13:
  - 1.Intellectual property infringement by you with Developer Content that is used with or by the SDK or any part thereof or any of the Derivative Works;
  - 2. Developer Content that violates applicable law;
  - 3. Health and safety issues associated with your Developer Content;
  - 4. Failure to provide required notices or deliver source code and/or binary of Derivative Works as set forth above.

If you believe that you have been unfairly terminated under this Section 7 with respect to material breach or with respect to these above conditions, you have the right to appeal the termination of this License under Section 13.

- 8. During the term of this SDK License Agreement and for a period of twenty-four (24) months thereafter, Licensee agrees not to develop, produce, market or sell any product or technology which may directly or indirectly compete with the Merge Cube.
- 9. This License may be amended by Merge on a prospective basis, and your usage of the License after such amendments or changes signifies your consent to and acceptance of any such amendments or changes on a going forward basis.
- 10. In the event any provision of this License is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this License shall be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable.
- 11. You may not assign any rights or obligations under this License without the advance written consent of Merge, which may be withheld in its sole discretion. Merge may assign its rights or obligations under this License in its sole discretion.
- 12. Failure of either party at any time to enforce any of the provisions of this License will not be construed as a waiver of such provisions or in any way affect the validity of this License or parts thereof.
- 13. Your remedies under this License shall be limited to the right to collect money damages, if any, and you hereby waive your right to injunctive or other equitable relief.
- 14. This License shall be governed by the laws of the State of Texas, without giving effect to choice of law principles. All disputes relating to this License shall be resolved by binding non-appearance-based arbitration before a neutral arbitrator in Bexar County, Texas. If your License has been terminated hereunder by Merge, you may appeal your termination through this arbitration process on an expedited basis with an arbitration within thirty days of your giving Merge notice of the appeal. The arbitration shall be conducted in accordance with the rules and procedures of JAMS then in effect, and the judgment of the arbitrator shall be final and capable of entry in any court of competent jurisdiction.

You agree to submit to the personal jurisdiction of the courts located within Bexar County, Texas in connection with any entrance of an arbitrator's judgment or decision or any dispute with respect to the arbitration process or procedure or Merge's exercise of its equitable rights or remedies.