

# UDEXREAL Glove SDK License Agreement

Effective date: September 25, 2024

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The UDEXREAL SDK License Agreement, ("**Agreement**") is a legal agreement between you and UDEXREAL governing your use of our SDK Software Development Kit. **UDEXREAL Software Development Kit** means any Application Programming Interfaces ( "**APIs**" ), tools, plugins, code, technology, specification, documentation, platform services, and/or content made available by us to others, including application developers and content providers (collectively, the "**SDK**").

**By downloading, using, accessing or otherwise using our SDK, you are agreeing to this Agreement along with other applicable terms and conditions, such as the additional terms or documents accompanying the SDK and the Terms of Service, and acknowledging our Privacy Policy** (collectively, the "**Terms**"). If you use the SDK as an interface to, or in conjunction with other products or services, then the terms for those other products or services also apply. **If you do not agree to this agreement, do not install, access or use our SDK.**

This Agreement requires the resolution of most disputes between you and UDEXREAL by binding arbitration on an individual basis; class action lawsuits are not permitted.

## 1. License Grant

**1.1 General License.** Subject to the Terms and the restrictions set forth in this Agreement, UDEXREAL hereby grants you a limited, non-exclusive, non-transferrable, non-sublicensable (except as otherwise specified in this Agreement), revocable copyright license ("**License**") during the term of this Agreement to use and reproduce the SDK solely to develop, test, and/or distribute your Application (defined below) and to enable you and/or your end users to access UDEXREAL products through your Application. You may only use the SDK to develop Application

in connection with UDEXREAL approved hardware and software products (“**UDEXREAL Approved Products**”) unless the documentation accompanying the SDK expressly authorizes broader use, such as with other third-party platforms.

1.1.1 If the SDK includes any libraries, sample source code, or other materials that we make available specifically for incorporation in your Application (as indicated by applicable documentation), you may incorporate these materials and reproduce and distribute them as part of your Application, including by distributing these materials to third parties contributing to your Application.

1.1.2 The SDK may include additional content (e.g., sample code) that is for demonstration, reference, or other purposes and is subject to terms and conditions included in the corresponding materials. Such materials will be clearly marked in the applicable documentation. In the absence of such additional terms and conditions, you may modify, distribute, and sublicense any sample source code made available as part of the SDK pursuant to this Agreement and the Terms.

**1.2 General Restrictions.** The License granted in this Section is solely for the purpose of developing, testing, and promoting your engines, tools, applications, content, games and demonstrations, or other products and services (collectively, “Application”) and providing you and/or your end users access to UDEXREAL services and functionalities through your Application as contemplated by applicable documentation accompanying the SDK. You shall not (or permit those acting on your behalf to):

1.2.1 modify or create derivative works from any SDK or its component (other than sample source code described in this Section or expressly authorized by the documents accompanying the SDK);

1.2.2 misrepresent or mask either your identity or the identity of your Application when using the SDK or developer accounts;

1.2.3 attempt to circumvent any limitations implemented within or documented with the SDK (e.g., limitations on the number of requests you may make, the number of end-users you may serve);

1.2.4 reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code from the SDK, except to the extent such actions are expressly permitted by applicable law and notwithstanding this restriction;

1.2.5 alter, restrict, or interfere with the normal operation or functionality of the SDK, the UDEXREAL hardware or software;

1.2.6 use the SDK or your Application in violation of any of the following: (a) the Developer Data Use Policy (where applicable); (b) the Content Guidelines, or other applicable terms and policies made available on our Developer Policy portal; (c) applicable laws (e.g., laws regarding import/export, privacy, health & safety);

1.2.7 remove, modify, obscure, or alter any Terms or any links or notices pointing to these terms;

1.2.8 use or redistribute the SDK or any part of it in any manner that would cause the SDK (or any part of it) to be subject to the terms of any open-source license or other restrictions;

1.2.9 disclose the results of any performance benchmarks or similar testing of the SDK to any third party without our prior written consent;

1.2.10 publish the SDK or others to copy.

**1.3 Distribution and Sublicense Restrictions.** The distribution and sublicense rights under this Section are further subject to the following restrictions: (1) distribution of sample source code or other materials must include the following copyright notice: "Copyright © Nanjing UDEXREAL Intelligent Technology Co., Ltd. and its affiliates. All rights reserved;" and (2) if the sample source code or other materials include a "LICENSE" or "NOTICE" text file, you must provide a copy of the License or Notice file with the sample code.

## 1.4 Privacy and Security

1.4.1 If you use UDEXREAL to run applications developed by a third party or that access data, content, or resources provided by a third party, you agree that UDEXREAL is not responsible for those applications, data, content or resources. You understand that you are responsible for the data collection, processing and disclosure by your Application and agree to comply with all applicable privacy and data protection laws, as well as our applicable terms and policies, particularly the Developer Data Use Policy. You represent and warrant that you have provided users with sufficient and conspicuous notice regarding (i) data processing that includes, at a minimum, that third parties, including UDEXREAL and its affiliates, may collect or receive information from your Application, and (ii) any other information required to be disclosed to users under applicable privacy and data protection laws. You represent and warrant that you will not back up or make available to the Cloud Backup features any information that you know or reasonably should know to be sensitive, including health, financial information, or other categories of sensitive information (including any information defined as special or sensitive under applicable laws, regulations, and applicable industry guidelines).

Pursuant to the Cybersecurity Law of the People's Republic of China, Data Security Law of the People's Republic of China, and Personal Information Protection Law of the People's Republic of China, you confirm and agree that you are the independent and sole controller of developer user data (as defined in the SDK Developer Data Use Policy), and UDEXREAL is an independent and sole controller for any processing of personal data. Neither party will or shall act as a joint controller for developer user data. Each party shall comply with its obligations as a controller under the Cybersecurity Law of the People's Republic of China, Data Security Law of the People's Republic of China, and Personal Information Protection Law of the People's Republic of China, and each party shall be solely and separately responsible for its own compliance.

Notwithstanding the above, in the following circumstances: (a) where we process developer user data containing personal data to (i) store, host, or otherwise back up developer user data through cloud backup; (ii) provide other services described in the Data Processing Terms ("Services"), and (b) (i) our processing of such personal data is subject to the Data Security Law of the People's Republic of China, you instruct UDEXREAL to process such personal data in accordance with this Agreement and the Data Processing Terms (incorporated herein by reference) to provide Services, including improving products for your benefit, and to anonymize the data so that it is no longer considered personal data for the purposes of the Personal Information Protection Law of the People's Republic of China, you understand and agree that we may retain such anonymized metadata for our own legitimate purposes, including improving and developing Services; or (ii) such personal data is

deemed "personal information," "personal data," "personally identifiable information," or similar terms and is subject to the Personal Information Protection Law of the People's Republic of China or other applicable privacy and data protection laws, we will only retain, use, and disclose such personal data to provide Services to you, improve Services on your behalf, or for other purposes permitted under the Personal Information Protection Law of the People's Republic of China and such other applicable privacy and data protection laws.

1.4.2 You may not use the SDK to create or assist in creating any software, hardware, or other materials that are similar in features or functionalities to UDEXREAL's related products.

1.5 You have no obligations under this Agreement to license or make available your Application to UDEXREAL, its affiliates, or any third parties. Nothing in this Agreement obligates UDEXREAL or its affiliates to enable you or any of your Application to access, interact with, or retrieve or publish content to UDEXREAL platforms or any other platforms or services. However, you acknowledge and agree that UDEXREAL and its affiliates may develop products or services that may compete with your Application or any of your other products or services of yours.

**1.6 Ownership.** As between you and UDEXREAL, UDEXREAL and/or its affiliates or licensors own all rights, titles, trade names of Licensor or its affiliates, any goodwill arising out of use the UDEXREAL and interests, including all Intellectual Property Rights (defined below), in the SDK and all derivatives thereof. UDEXREAL reserves all rights not expressly granted under the License. You will not represent or assert any ownership interest in the SDK and all derivatives thereof. As between you and UDEXREAL, you or your licensors own all rights, titles, and interests in and to your Application, (excluding our SDK), including all Intellectual Property Rights. "Intellectual Property Rights" means means any and all worldwide rights under applicable laws of patents, copyrights, trade secrets, trademarks, rights of publicity and privacy, and other proprietary rights.

**1.7 Third-Party Materials.** Our SDK may include third-party software offered under an open source license or third-party content subject to separate third-party agreements. To the extent that third-party terms conflict with this Agreement, such

third-party terms will govern solely with respect to the relevant third-party software or content.

**1.8 Feedback.** If you provide comments, suggestions, recommendations, ideas, skills, or other feedback regarding our SDK or affiliated company products or services, we (and our affiliates and permitted persons) may use such information without obligation to you, and all intellectual property rights and other proprietary rights in such feedback are deemed (and hereby are) licensed to UDEXREAL (with the right to sublicense through multiple tiers) for any purpose on a perpetual, irrevocable, worldwide, paid-up, and royalty-free basis and may be used or disclosed for any purpose.

**1.9 Brand Attribution.** This Agreement does not grant you or any third party a license to use our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features (collectively, "Brand Features"), except as required for reasonable and customary use in describing the source of the SDK or reproduction of the copyright notices as required under the License grant. Without our prior written consent, you shall not use our SDK or make any statements regarding the SDK or your Application that suggest a partnership, sponsorship, or endorsement relationship with UDEXREAL, its affiliates, or any of their employees, contractors, contributors, licensors, affiliates, or partners.

## 2. Confidentiality

**2.1 Confidentiality.** Our communications with you and our SDK may contain confidential information of UDEXREAL, including information marked as confidential or generally considered confidential under specific circumstances. If you receive such information, you shall not disclose it to any third party without the prior written consent of UDEXREAL. Confidential information of UDEXREAL does not include information independently developed by you, information legitimately provided to you by a third party without confidentiality obligations, or information that becomes publicly available through no fault of your own. If you are legally required to disclose confidential information of UDEXREAL, you may do so after providing us with reasonable prior notice, unless such notice is prohibited by a court order.

### 3. Termination Clause

**3.1 Termination.** The term of this Agreement shall commence upon your acceptance by clicking, downloading, or using the SDK or any of its components and shall continue in effect until terminated as set forth herein. UDEXREAL reserves the right to terminate this Agreement with you, or to suspend or discontinue the SDK or any portion or functionality thereof or your access to it, at any time upon your breach of any material provision of this Agreement or the Terms, without any liability or other obligation to you.

**3.2 Discontinuation of SDK.** UDEXREAL reserves the right to discontinue all or part of the SDK at any time, in our sole discretion, without notice to you, and without liability or other obligation to you. This Agreement will terminate automatically and without notice to you in the event that the SDK is discontinued in its entirety.

**3.3 Effect of Termination.** Upon termination of this Agreement, you will immediately stop using, distributing, or otherwise making available the SDK and all Application that incorporate the SDK or any of its components, cease all use of the Brand Features, and destroy or return any cached or stored content, software, or other materials obtained through our SDK.

**3.4 Surviving Provisions.** When this Agreement terminates, those terms that by their nature are intended to continue indefinitely will continue to apply, including, but not limited to, Intellectual Property Rights, Confidentiality, Termination, Liability, and General Provisions.

### 4. Liability

**4.1 Indemnification.** Unless prohibited by applicable law, you will indemnify and, at UDEXREAL's option, defend UDEXREAL, its affiliates and subsidiaries, and their agents, licensors, contributors, directors, officers, employees, suppliers, and distributors (collectively, "UDEXREAL Parties") from and against all liabilities, damages, losses, costs (including legal fees), and expenses relating to: (1) your use of the SDK, or any negligence or misconduct, by you or your employees, agents,

vendors, or contractors (collectively "Developer Parties"); (2) any Developer Parties' violation of this Agreement, Terms, or any applicable law and regulation; (3) any use of your Application; or (4) Developer User Data or UDEXREAL User Data (each defined in the Developer Data Use Policy).

**4.2 WARRANTIES.** EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, THE SDK IS PROVIDED "AS IS" WITHOUT ANY SPECIFIC PROMISES, REPRESENTATIONS, GUARANTEES OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE SDK, THE SPECIFIC FUNCTIONS OF THE SDK OR OUR PLATFORM SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. THE UDEXREAL PARTIES HEREBY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO YOU MAY HAVE ADDITIONAL RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO YOU MAY HAVE ADDITIONAL RIGHTS.

**4.3 LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UDEXREAL PARTIES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, BUSINESS OR GOODWILL, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) ARISING AS A RESULT OF THIS AGREEMENT, USE OF THE SDK OR ANY MODIFIED SAMPLE CODE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU AGREE THAT YOUR REMEDIES UNDER THIS AGREEMENT ARE LIMITED SOLELY TO THE RIGHT TO COLLECT MONEY DAMAGES, IF ANY, AND YOU HEREBY WAIVE YOUR RIGHT TO SEEK INJUNCTIVE RELIEF. TO THE EXTENT PERMITTED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF UDEXREAL PARTIES, FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED THE GREATER OF ONE HUNDRED US DOLLARS (¥1000) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN ALL CASES, UDEXREAL PARTIES WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## 5. General Provisions

**5.1 Updates.** We may need to update this Agreement from time to time, including to accurately reflect the access or uses of our SDK, and so we encourage you to check



this Agreement regularly. By continuing to access or use our SDK after any notice of an update to this Agreement, you agree to be bound by them. Any updates to the Disputes section of this Agreement will apply only to disputes that arise after notice of the update takes place. If you do not agree to the updated terms, please stop all access or use of our SDK. You cannot sidestep your compliance obligations under an updated version of this Agreement by developing against an older release of the SDK or relying on the older Agreement and all updates to your Application are subject to the modified Agreement.

**5.2 Authorization.** You hereby grant UDEXREAL and its contractors and affiliates the necessary authorizations reasonably required for UDEXREAL to exercise its rights and perform its obligations under this Agreement, including a limited, royalty-free, non-exclusive license to use, execute, and display your Application provided to UDEXREAL for testing, evaluation, and approval purposes.

**5.3 General Provisions.** You and UDEXREAL are independent contractors with regard to each other. This Agreement does not create any third-party beneficiary rights or any agency, partnership, employment, or joint venture. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with this Agreement, and UDEXREAL does not take action right away or does not enforce any provision of this Agreement, this inaction or lack of enforcement will not act as a waiver by UDEXREAL of any rights that it may have (such as taking action in the future) or in any way affect the validity of this Agreement or parts thereof. If a particular provision of this Agreement is deemed unenforceable, it will be deemed modified to the minimum extent necessary to render it enforceable and most nearly reflect the intent of the original provision, and all other provisions in this Agreement shall remain in full force and effect. You may not assign or delegate this Agreement or any obligations under this Agreement without our advance written consent. Any such prohibited attempted assignment will be void. UDEXREAL may assign or delegate this Agreement and any of its rights or obligations under this Agreement without your consent or notice to you. This Agreement shall bind the parties and their respective heirs, successors, and permitted assigns. This Agreement is the entire agreement between you and UDEXREAL relating to the subject matter herein and supersede any prior or contemporaneous agreements on such subject matter.

**5.4 Dispute Resolution.**

5.4.1 You and we agree to arbitrate any claim, cause of action, or dispute between you and us that arises out of or relates to any access or use of the SDK for business or commercial purposes (“commercial claim”). This provision does not cover any commercial claims relating to violations of your or our intellectual property rights, including, but not limited to, copyright infringement, patent infringement, trademark infringement, violations of the brand guidelines, violations of your or our confidential information or trade secrets, or efforts to interfere with our products or engage with our products in unauthorized ways (for example, automated ways).

5.4.2 We and you agree that, by entering into this arbitration provision all parties are waiving its right to participate in a class or representative action. THE PARTIES AGREE THAT EACH MAY BRING COMMERCIAL CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY. You may bring a commercial claim only on your own behalf and cannot seek relief that would affect other parties. If there is a final judicial determination that any particular commercial claim (or a request for particular relief) cannot be arbitrated in accordance with this paragraph’s limitations, then only that commercial claim (or only that request for relief) may be brought in court. All other commercial claims (or requests for relief) remain subject to this paragraph.

5.4.3 If any party intends to seek arbitration of a dispute, that party must provide the other party with notice in writing.

5.4.4 The arbitration will be governed by the Commercial Arbitration Rules of the Shanghai Arbitration Commission, as modified by this Agreement. To the fullest extent permitted by applicable law, any materials submitted in arbitration will be maintained as confidential information without a reasonable justification for disclosure. The arbitrator’s award will be maintained as confidential only to the extent necessary to protect any party’s trade secrets or proprietary business information or to comply with legal requirements for confidentiality. Each party shall be responsible for paying the filing, administrative, and arbitrator’s fees of the Shanghai Arbitration Commission.

5.4.5 If you do not wish to be bound by this provision, you must notify us as set forth below within 30 days of the first acceptance date of any version of this Agreement containing an arbitration provision. Your notice to us under this subsection must be

submitted to the address here: UDEXREAL, Room 706, Moment Chuangxin R&D Building, 58 Xiangke Road, Pudong New Area, Shanghai, 16602193298.

5.4.6 This Agreement shall be construed and interpreted in accordance with the laws of the People's Republic of China.

5.4.7 If any provision of this Dispute Resolution clause is found to be unenforceable, that provision will be severed, and the remainder of the Dispute Resolution clause will remain in full force and effect.