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12. USE OF NAME AND LOGO. You shall not display or make any use of QCE’s or its affiliates’ names, marks or logos in connection with your application without the prior written approval of QCE, except as explicitly permitted in this section. You may make use of the specific Vuforia logos available for download at <https://developer.vuforia.com/resources/dev-guide/branding-guidelines> provided such use is in strict accordance with the logo usage guidelines accompanying such logo files, and any additional license terms or conditions provided to you by QCE or its affiliates. Additionally, you may include the Vuforia mark and product description in a press release for your application provided such use is in strict accordance with the following format and requirements: (i) your press release shall contain the following statement: “<Application name> uses Qualcomm® Vuforia™, a software platform that enables apps to see and connect digital experiences to physical products.”; (ii) your press release must contain the following trademark attribution statement: “Qualcomm Vuforia is a product of Qualcomm Connected Experiences, Inc., a subsidiary of Qualcomm Technologies, Inc. Qualcomm and Vuforia are trademarks of Qualcomm Incorporated, registered in the United States and other countries. All Qualcomm Incorporated trademarks are used with permission.”; (iii) your press release must not contain quotes or other statements attributed to QCE or its affiliates without the prior written approval of QCE; and (iv) you must provide a copy of your press release to QCE in an email sent to qippr@qualcomm.com at least forty eight (48) hours in advance of issuing the press release. QCE reserves the right to reject any such press release and require you to remove all Vuforia marks and product descriptions from any such press release prior to issuance. Any use of the Vuforia logos or marks that does not fully comply with the logo usage guidelines and this Agreement is prohibited. QCE may, at its sole discretion, provide additional promotional and/or marketing opportunities with respect to such of your applications that display the Vuforia name and logo on its splash screen. You agree that QCE and its affiliates may include Your name (or Company’s name) and the graphical assets, screenshots, logos, trademarks and other digital assets (the “**Graphical Assets**”) that You use with your application or otherwise associate with your application, on QCE or other Vuforia-related website(s), as part of Vuforia-related marketing materials, and the Vuforia “App Gallery.”

13. DEMONSTRATION OF YOUR APPLICATIONS BY QCE. If a software application is written by You or on Your behalf using any component of the Software and such application is made available for download or distribution, then from and as of such date as you submit such application for, or otherwise permit or enable, such download or distribution, You hereby grant QCE and its affiliates a world-wide, assignable, non-exclusive, fully paid-up and royalty-free, perpetual right and license to use, reproduce, distribute, publicly display and publicly perform, in each case for promotional and/or demonstration purposes, each such application and accompanying documentation and Graphical Assets. Any such use by QCE or its affiliates under the above terms shall be subject to payment of any applicable standard download, subscription or use fees otherwise generally applicable to the application when accessed by the general public, but otherwise any agreement, terms or conditions for such application shall be superseded by this section, and shall be inapplicable to the promotional and/or demonstration of the application(s) as described above. You may terminate the license you grant in this Section 13 on not less than thirty (30) days' prior written notice to QCE, provided that such notice references this Agreement, clearly identifies the affected application(s), and states that You wish to terminate the license granted under this Section 13 with respect to such applications.

14. ENTIRE AGREEMENT; AMENDMENT; LANGUAGE. This Agreement is the entire and exclusive agreement between QCE and You with respect to the Software and Documentation and supersedes all prior agreements (whether written or oral) and other communications between QCE and You with respect to the Software and Documentation. Except to the extent that QCE is expressly precluded by applicable law, QCE further reserves the right to make changes to this Agreement, including but not limited to as needed to reflect changes in business practices or to reflect changes in or required by law or otherwise, by providing You with reasonable notice of the changes, which notice may be sent in writing or electronically or which may be made by posting notice of such update at developer.vuforia.com/legal/license. You will be responsible for reviewing and becoming familiar with any and all such changes. If You continue to use the Software or Documentation after notice of any changes has been provided or posted, You shall be deemed to have accepted any and all such changes. Otherwise, this Agreement may be modified only by a written amendment executed by both You and QCE. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control in all respects. If You are located in the province of Quebec, Canada, the following applies: The parties hereby confirm they have requested this Agreement and all related documents be prepared in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

15. THIRD PARTY RIGHTS. Excepting the terms and rights applicable to QCE's affiliates as expressly stated herein (which terms and rights such QCE affiliates shall be entitled to enforce as third party beneficiaries), the Parties agree, and confirm their mutual intention, that neither this Agreement nor any of the terms of this Agreement will be enforceable by any person/entity not a direct party to it and no third party beneficiary rights are conferred on any such third party. Notwithstanding that any term of this Agreement may be or may become enforceable by a person who is not a party to this Agreement, the terms and conditions of this Agreement may be modified or amended, or this Agreement may be suspended, cancelled, rescinded or terminated by the parties as provided in Section 14 (Entire Agreement; Amendment; Language) without the consent of any such third party.

16. GENERAL. This Agreement is governed and interpreted in accordance with the laws of the State of California without giving effect to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Any claim arising out of or related to this Agreement must be brought exclusively in a federal or state court located in San Diego County, California and You hereby consent to the jurisdiction and venue of such courts. QCE may freely assign this Agreement or delegate any or all of its rights or obligations hereunder to any third party. If any provision of this Agreement shall be invalid, the validity of the remaining provisions of this Agreement shall not be affected.

BY CLICKING ON THE “I ACCEPT” BUTTON BELOW YOU REPRESENT, WARRANT AND CERTIFY THAT: YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY YOU REPRESENT; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT; YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOU AGREE ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

Rev. 2013-12-10