Ultraleap Limited
End User Software License Agreement
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Welcome to the world of Ultraleap!

This is a license agreement between you and Ultraleap Limited ("**Ultraleap**" or "**we**" or "**us**") that sets out your rights to use the Ultraleap tracking software and documentation accompanying this agreement ("**Software**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING THE SOFTWARE. BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you purchased Ultraleap hardware, and you do not agree to this terms of this agreement, promptly return it in its original package with your sales receipt within 30 days of its purchase or in accordance with the return policy of your point of purchase, whichever is longer. You may only enter into this agreement and download and use the Software if you can form a binding contract with Ultraleap and are not legally prohibited from using the Software.

If you obtain Software on behalf of a company, organization, or other entity, then (a) "**you**" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in this agreement and bind the entity to this agreement, and that you agree to this agreement on the entity's behalf.

This agreement contains a binding individual arbitration clause and class action waiver in Section 13. If you live in the United States, these affect your rights with respect to disputes you may have with Ultraleap. You may opt out of the binding individual arbitration clause and class action waiver as provided in that clause.

1.   **General**
The Software is licensed, not sold, to you by Ultraleap under the terms of this agreement. The terms of this agreement will govern any software updates provided by Ultraleap that replace and/or supplement the original Software, unless the update is accompanied by a separate license, in which case the terms of that license will govern.

2.   **License**
Subject to the terms and conditions of this agreement, Ultraleap grants to you a limited nonexclusive license to install and use one copy of the Software on a single computer for use only with a Leap Motion Controller or an Ultraleap-authorized embedded optical module (each, a "**Ultraleap Device**"). If the Software is used in a non- household or non-educational use, it is not licensed for uses by multiple users (such as, for example but not limited to, use in a kiosk, shared workstation, sales register, retail or commercial display) unless there is a separate agreement between you and Ultraleap or an Ultraleap authorized distributor specifically permitting such use.

3.   **License Restrictions**
Ultraleap reserves all rights not expressly granted in this agreement. You may not make the Software available over a network where it could be used by multiple computers at the same time, or otherwise. You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this agreement), decompile, disassemble, reverse engineer or attempt to derive the source code of, or create derivative works of, or an installer for, the Software or any part of the Software, or attempt to circumvent any related security measures (except as expressly permitted by applicable law or to the extent as may be permitted by licensing terms governing use of open sourced components included with the Software).

You may make a copy for back up purposes. You may not, and may not enable others to, sell, re-distribute, rent, lease or sublicense the Software, except that you may transfer the Software upon a permanent transfer of your Ultraleap Device.

4.   **Restrictions on Industrial, High Risk Use**
Unless there is a separate agreement between you or your organization and Ultraleap, or an Ultraleap authorized reseller, specifically granting you such rights, you are not licensed to, and you agree not to, use the Software with or for control, whether direct or indirect, of industrial, commercial, military or medical equipment. In addition, you are not licensed to, and you agree not to, use the Software in applications where use could lead to death or serious bodily injury of any person, or to severe physical or environmental damage. ANY SUCH USE IS STRICTLY PROHIBITED.

5.   **Privacy and Connectivity**

5.1.   Ultraleap's Privacy Policy is incorporated by reference into this agreement and can be viewed at https://www.ultraleap.com/privacy-policy/.

5.2.   If your computer is connected to the Internet, the Software may, without additional notice, check for updates that are available for automatic download and installation to your computer and let Ultraleap know the Software is successfully installed. Auto updating may not be the default setting if you obtain this Software for use with a device with an Ultraleap-authorized embedded optical module. In addition, the Software may automatically transmit information to Ultraleap's services regarding Software and hardware configuration and settings and problem/fault code data, and any other information described in Ultraleap's Privacy Policy. Ultraleap may use the information collected for support purposes, to improve Ultraleap products and services, and for any other purposes set out in Ultraleap's Privacy Policy. Please consult the FAQ page for information about changing default update and support settings.

6.   **DISCLAIMER OF WARRANTIES**

6.1.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. ULTRALEAP AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ULTRALEAP DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ULTRALEAP DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS DISCLAIMER OF WARRANTY.

6.2.   THE SOFTWARE AND ASSOCIATED HARDWARE ARE NOT INTENDED FOR ANY USE WHERE FAILURE OR FAULT OF THE SOFTWARE OR HARDWARE COULD DIRECTLY OR INDIRECTLY CAUSE RISK OR DAMAGE TO LIFE OR PROPERTY. ANY SUCH USE IS ENTIRELY AT THE USER'S DISCRETION AND RISK. ANY SUCH USER WILL BE SOLELY

RESPONSIBLE FOR (AND ULTRALEAP DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM SUCH USE.

6.3.   Some jurisdictions do not allow exclusions of implied warranties or limitations on applicable statutory rights of consumers, so if you are a consumer the above exclusions and limitations may not apply to you.

7.   **LIMITATION OF LIABILITY**
TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL ULTRALEAP OR ITS LICENSORS BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF INFORMATION OR DATA, OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING IN ANY WAY OUT OF THE SALE, LICENSE OR USE OF, OR INABILITY TO USE ANY ULTRALEAP PRODUCT OR SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF ULTRALEAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL ULTRALEAP'S AND ITS LICENSORS' TOTAL LIABILITY EXCEED THE ACTUAL MONEY PAID FOR THE ULTRALEAP PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The above limitations will not apply in case of personal injury where and to the extent that applicable law requires such liability.

8.   **Export Law Assurances**
You agree that you will not export or re-export the Software in violation of any applicable laws or regulations including without limitation those of the United States of America, and/or the laws or regulation of the jurisdiction(s) in which the Software was obtained.

9.   **Termination**
This agreement is effective until terminated. Your rights under this agreement will terminate automatically without notice from us if you fail to comply with any term of this agreement. Upon the termination of this agreement, you must cease all use of the Software and destroy all copies, full or partial, of the Software.

10.   **Controlling Law and Severability**
This agreement will be governed by and construed in accordance with the laws of the United States and the State of California, without regard to or application of its choice of law rules or principles. This agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue in full force and effect.

11.   **Complete Agreement; Governing Language**
This agreement, and the terms contained in web links listed in this agreement, are the entire agreement between you and us with respect to the use of the Software and supersedes all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter, except any additional or different terms or conditions in a separate written agreement, if any, between you or your organization and Ultraleap, or an Ultraleap authorized reseller, specifically referring to this agreement. No amendment to or modification of this agreement will be binding unless in writing and signed by Ultraleap. The failure of Ultraleap to enforce any rights under this agreement will not be deemed a waiver

of any rights. Any translation of this agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this agreement will govern.

12.   **Third Party Software**

Portions of the Software include third party software. Acknowledgments, licensing terms and disclaimers for such material are available at https://www.ultraleap.com/open-source-software-information/ and your use of such material is governed by their respective terms.

13.   **Arbitration and Waiver of Class Action**

13.1.   If you are a resident of the United States, this Section 13 applies to you. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Section (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

13.2.   Please read this Section carefully. It provides that all Disputes between you and Ultraleap (as defined below, for this Section) shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in court, before a judge or jury, and/or participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorneys' fees).

13.3.   For the purpose of this Section, "Ultraleap" means Ultraleap Limited and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Ultraleap regarding any aspect of your relationship with Ultraleap, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause below).

13.4.   If you are not a natural person, also excepted from the definition of "Dispute'94 is any dispute RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, ULTRALEAP'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. "Dispute" is to be given the broadest possible meaning that will be enforced.

13.5.   WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS SECTION.

13.6.   **Pre-Arbitration Claim Resolution**. For all Disputes, whether pursued in court or arbitration, you must first give Ultraleap an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Ultraleap Limited, The West Wing, Glass Wharf, Bristol BS2 0EL UNITED KINGDOM, marked for the attention of the General Counsel. That written notification must include (1) your name, (2) your address, (3) a written description of your Dispute, and (4) a description of

the specific relief you seek. If Ultraleap does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

13.7.   **Exclusions from Arbitration/Right to Opt Out**. Notwithstanding the above, you or Ultraleap may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Section by mailing written notification to Ultraleap Limited, The West Wing, Glass Wharf, Bristol BS2 0EL UNITED KINGDOM, marked for the attention of the General Counsel. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Ultraleap through arbitration. Your decision to opt-out of this Section will have no adverse effect on your relationship with Ultraleap. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

13.8.   **Arbitration Procedures**. If this Section applies and the Dispute is not resolved as provided above ("Pre- Arbitration Claim Resolution") either you or Ultraleap may initiate arbitration proceedings. The American Arbitration Association ("AAA"), https://www.adr.org/, or JAMS, https://www.jamsadr.com will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Section and any alleged ambiguities in this Section.

13.9.   **Arbitration Rules**. For arbitration before AAA, for Disputes of less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving $75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at https://www.adr.org/ or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at https://www.jamsadr.com or by calling 1-800-352-5267. This Section governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

13.10.   **FAA Applies**. Because this Agreement concerns interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

13.11.   **Arbitration Award**. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

13.12.   **Location of Arbitration**. You or Ultraleap may initiate arbitration in Santa Clara county, California or the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution. In the event that you select the federal judicial district that includes the address you provide in your written notification of Pre-Arbitration Claim Resolution, Ultraleap may transfer the arbitration to Santa Clara county, California in the event that it agrees to pay any additional

fees or costs you incur as a result of the transfer, as determined by the arbitrator.

13.13. **Payment of Arbitration Fees and Costs**. Ultraleap will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Ultraleap as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

13.14. **Class Action Waiver**. Except as otherwise provided in this Section, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Ultraleap specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of this Section, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Software can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

13.15. **Jury Waiver**. You understand and agree that by entering into this Agreement you and Ultraleap are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Section, you and Ultraleap might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

13.16. **Severability**. If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable and the Dispute will be decided by a court. This Section shall survive the termination of this Software License Agreement and your use of the Software and Ultraleap hardware.

14. **U.S. Government End Users.**

The Software is a "Commercial Item" as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and if the Software is supplied to or purchased by or on behalf of a United States government entity or an entity licensing the Software for or on behalf of a United States government entity, the Software is licensed (a) only as a Commercial Item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this agreement. Unpublished rights reserved under the copyright laws of the United States.