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FOR
VUFORIA™
SOFTWARE DEVELOPMENT KIT

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agreement), You acknowledge that additional end-user terms and conditions will be required to be obtained from each end user as more particularly described in the separate agreement for the Cloud Recognition Service.

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10. EXPORT COMPLIANCE ASSURANCES. You acknowledge that all hardware, software, source code and technology (collectively, “**Products**”) obtained from QUALCOMM Austria are subject to the US government export control and economic sanctions laws, including the Export Administration Regulations (“EAR”, 15 CFR 730 et seq., <http://www.bis.doc.gov/>) administered by the Department of Commerce, Bureau of Industry and Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq., <http://www.treas.gov/offices/enforcement/ofac/>) administered by the Department of Treasury, Office of Foreign Assets Control (“OFAC”). You assure that You, Your subsidiaries and affiliates will not directly or indirectly export, re-export, transfer or release (collectively, “export”) any Products or direct product thereof to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation. The US government maintains embargoes and sanctions against the countries listed in Country Groups E:1/2 of the EAR (Supplement 1 to part 740), currently Cuba, Iran, North Korea, Sudan and Syria but any amendments to these lists shall apply. You agree not to directly or indirectly employ any Product received from QUALCOMM Austria in missile technology, sensitive nuclear or chemical biological weapons activities, or in any manner knowingly transfer any Product to any party for any such end use. You shall not export Products listed in Supplement 2 to part 744 of the EAR for military end-uses, as defined in part 744.21, to the People’s Republic of China. You shall not transfer any Product to any party listed on any of the denied parties lists or specially designated nationals lists maintained under said regulations without appropriate US government authorization to the extent required by regulation. You acknowledge that other countries may have trade laws pertaining to import, use, export or distribution of Products, and that compliance with same is Your responsibility.

11. GOVERNMENT END USERS. If You are acting on behalf of an agency or instrumentality of the U.S. government, the Software and Documentation, as applicable, are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense by QUALCOMM Austria. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Software is governed by the terms of this Agreement.

12. USE OF NAME AND LOGO. You shall not display or make any use of QUALCOMM Austria’s or its affiliates’ names, marks or logos in connection with your application without the prior written approval of QUALCOMM Austria, except that 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 QUALCOMM Austria or its affiliates. Any use of such logos that does not fully comply with such guidelines is prohibited. QUALCOMM Austria 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 QUALCOMM Austria 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 QUALCOMM Austria or other Vuforia-related website(s), as part of Vuforia-related marketing materials, and the Vuforia “App Gallery.”

13. DEMONSTRATION OF YOUR APPLICATIONS BY QUALCOMM AUSTRIA. 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 QUALCOMM Austria 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 QUALCOMM Austria 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 QUALCOMM Austria, 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 QUALCOMM Austria and You with respect to the Software and Documentation and supersedes all prior agreements (whether written or oral) and other communications between QUALCOMM Austria and You with respect to the Software and Documentation. Except to the extent that QUALCOMM Austria is expressly precluded by applicable law, QUALCOMM Austria 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 QUALCOMM Austria. 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 QUALCOMM’s Austria’s affiliates as expressly stated herein (which terms and rights such QUALCOMM Austria 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 virtue of the Contract (Rights of Third Parties) Act 1999, or otherwise, by any person/entity not a direct party to it. 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 England and Wales without giving effect to its conflict of laws provisions that would result in the application of the laws of a different state. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Any claim, lawsuit or proceeding arising out of or related to this Agreement must be brought exclusively in the courts of London, England and You hereby consent to

the jurisdiction and venue of such courts. 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.

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