## **SDK License Agreement**

THIS SDK LICENSE AGREEMENT FOR THE LOGITECH G SDK ("Agreement") IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "LICENSEE") AND LOGITECH EUROPE S.A. ("LOGITECH"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE LOGITECH G SDK. BY USING THE SDK YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT USE THE SDK.

BY USING THE SDK, YOU AGREE TO THE FOLLOWING TERMS:

#### 1. Definitions:

- 1.1 "Developer Software" means a software application designed by Licensee for use with and which is functional with Logitech G products.
- 1.2 "Logitech SDK" means Logitech's proprietary software development kit for Logitech G products and related media and printed materials, including identified Sample Code, reference guides and manuals, installation routines, driver, API's, libraries, any subsequent updates or adaptations provided by Logitech, and all other materials provided by Logitech to You as part of the software development kit.
- 1.3 "Redistributable Files" means those certain files provided by Logitech.
- 1.4 "Sample Code" means the sample interface or application source and object code files contained within the Logitech SDK and so designated as Sample Code.

#### 2. License Grant:

- 2.1 Subject to the terms and conditions contained in this Agreement, Logitech grants to Licensee a limited non-exclusive, nontransferable, nonsublicensable, world-wide, royalty-free, revocable license to (a) install and use the Logitech SDK for purposes of developing a software that will allow Licensee's applications to integrate and function with Logitech G products; and (b) internally use, copy and modify the Sample Code located in the Logitech SDK "Samples" directories to design, develop and test the Developer Software; provided Licensee meets and complies with all requirements set forth in Section 3.2 of this Agreement.
- 2.2 In addition to the license granted under Section 2.1 of this Agreement, Logitech grants to Licensee a non-exclusive, limited, royalty-free license to reproduce and distribute the Redistributable Files, if any, provided that (a) Licensee will distribute any Redistributable Files, as complete, unmodified and only as part of the Developer Software; and (b) Licensee will not derive the source code of any Redistributable Files provided in executable form, or reproduce, modify, use, or distribute the source code of such files.
- 2.3 No other licenses under any patent, copyright, trade secret, trademark or other intellectual property right is granted to or conferred upon Licensee by this Agreement. All other rights are expressly reserved by Logitech.

#### 3. License Limitations:

- 3.1 Licensee agrees to use the Logitech SDK and Redistributable Files only as expressly provided for in this Agreement and only during the term of this Agreement.
- 3.2 Unless the Agreement is terminated or as otherwise described herein, Licensee may perpetually and irrevocably reproduce and distribute the Sample Code and any of Licensee modifications to the Sample Code in object code form only (collectively the "Code") and provided that any such reproduction and distribution is only as an integrated part of the

- Developer Software; and (b) Licensee requires end users of the Developer Software to agree to an end user license agreement that substantially meets the requirements set forth in Section 3.4 of this Agreement for initial installs and updates.
- 3.3 Except as expressly set forth in this Agreement, Licensee shall not, and Licensee shall not authorize directly or indirectly any third party to, copy, modify, reproduce, display, decompile, reverse engineer, translate, sell, lease, transfer, distribute or otherwise use the Logitech SDK or Redistributable Files, in whole or in part, nor may Licensee use, or directly or indirectly enable a third party to use, the Logitech SDK or Redistributable Files with the intent to clone any Logitech product or to create any product other than a Developer Software.
- Any distribution of the Code must contain an end user license agreement containing language that substantially achieves the following conditions: (a) prohibits the end user from modifying, reproducing, decompiling, reverse engineering and translating the Code; (b) prohibits the end user from distributing or transferring the Code other than as part of the Developer Software; (c) disclaims any and all warranties on behalf of Logitech and its affiliated companies; (d) disclaims, to the maximum extent permitted by law, Logitech's and its affiliated companies' liability for all damages, direct or indirect, incidental or consequential, that may arise from any use of the Code and/or Developer Software; and (e) requires the end user to agree not to export the Code and/or Developer Software, directly or indirectly, in violation of any U.S. laws.
- 3.5 Upon request, Licensee must provide Logitech with two (2) copies of any Developer Software and related documentation.

## 4. Attribution Requirements and Trademark License:

4.1 Licensee will use commercially reasonable efforts to provide attribution to Logitech in the manual (or equivalent) of the Developer Software in the format set forth below, or as otherwise specified or approved in writing by Logitech:

# Development tools and related technology provided under license from Logitech. © 2015 Logitech. All rights reserved.

- 4.2 For the limited purposes set forth above in Section 4.1 and strictly in compliance with the formats specified therein, Logitech hereby grants to Licensee a nonexclusive, limited license to use, copy, distribute and publicly display the Logitech name.
- 4.3 Except as expressly set forth in this Section 4, or in a separate written agreement with Logitech, neither party shall use the other party's name, logo or any tradenames and/or trademarks, whether registered or unregistered (as it relates to Logitech, the "Logitech Marks") in any manner whatsoever (including in any press release, on any website or in any sales or marketing materials) and, under no circumstances, shall either party use any of the other party's respective marks, tradenames, logos or trademarks to imply that the other party endorses or otherwise approves of the other party's products or that Licensee and Logitech are in any way affiliated. Licensee's use of the Logitech name under this Agreement does not create any right, title or interest in the Logitech name or any Logitech Marks and all goodwill arising from Licensee's use shall inure solely to the benefit of Logitech and its affiliated companies.

### 5. Ownership and Proprietary Rights:

5.1 This is a license agreement and not an agreement for sale. Logitech and/or its affiliated companies own all right, title and interest in and to the Logitech SDK, the Redistributable Files, the Code, the Logitech Marks and all materials provided by Logitech hereunder and all intellectual property rights included therein. The Logitech SDK is protected by U.S. copyright laws and international conventions and treaties. Logitech reserves all rights in

- the Logitech SDK and its other software and technology and the Logitech Marks except as expressly licensed to Licensee under this Agreement.
- 5.2 Licensee shall not, and Licensee shall not authorize any third party to, remove, alter, or cover any copyright or other proprietary rights notices on or in any portion of the Logitech SDK, the Redistributable Files, or any other materials provided by Logitech to Licensee hereunder.

## 6. Customer and Technical Support:

Licensee will be solely responsible for providing customer and technical support to end users of the Developer Software for all features of the Developer Software, including those features that relate to integration, functionality or compatibility of the Developer Software with Logitech products. Logitech will provide customer support to end users on Logitech product functionality issues only. Logitech will provide Licensee with technical support related to use of the Logitech SDK under terms and conditions as posted on the Logitech developer website, which may, at Logitech's discretion, be changed from time to time.

## 7. Confidentiality:

7.1 All technical and business information disclosed by either party to the other party under this Agreement and related to the Logitech SDK or the Developer Software, including but not limited to source code, documentation, technical assistance and any confidential information pertaining to either party's business or products are to be considered "Confidential Information." Each party shall not disclose any portion of Confidential Information to any third party and shall protect all Confidential Information with the same degree of care as each party uses to protect its own information of a confidential or proprietary nature, but always at least a reasonable degree of care. This obligation of confidentiality shall survive termination and/or expiration of this Agreement for any reason.

#### 8. Warranty Disclaimer and Indemnification:

- 8.1 EXCEPT AS PROVIDED HEREIN, THE LOGITECH SDK, THE REDISTRIBUABLE FILES, AND ALL MATERIALS PROVIDED HEREUNDER BY LOGITECH ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOGITECH AND ITS AFFILIATED COMPANIES DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH REGARD TO THE LOGITECH SDK, THE REDISTRIBUTABLE FILES, AND ALL MATERIALS PROVIDED HEREUNDER BY LOGITECH.
- 8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR AFFILIATED COMPANIES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY 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) ARISING IN ANY WAY OUT OF DOWNLOADING, COPYING, INSTALLING, USING, MODIFYING OR DISTRIBUTING, OR THE INABILITY TO USE, ANY PORTION OF THE LOGITECH SDK OR ITS DERIVATIVES OR MODIFICATIONS, INCLUDING THE DEVELOPER SOFTWARE, THE REDISTRIBUABLE FILES, AND ANY OF THE MATERIALS PROVIDED HEREUNDER BY LOGITECH, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF LOGITECH OR ANY OF ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states/jurisdictions do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to Licensee.

8.3 Each party agrees to indemnify and hold harmless the other party and its respective affiliated companies against any claims, proceedings or lawsuits and pay all damages, costs and fees, including but not limited to reasonable attorneys' fees, arising or resulting in any manner whatsoever from, as it relates to Logitech's obligation to indemnify Licensee, any allegation that the Logitech SDK, the Sample Code or materials provided by Logitech hereunder infringes any United States copyright, patent, trademark, trade secret, moral right and/or any other intellectual property right of another, and, as it relates to Licensees' obligation to indemnify Logitech, any allegation that the Developer Software infringes any United States copyright, patent, trademark, trade secret, moral right and/or any other intellectual property right of another (other than relating to the Sample Code, the Logitech SDK or materials provided by Logitech hereunder).

#### 9. Term & Termination:

- 9.1 This Agreement is effective until terminated. Logitech may terminate this Agreement, effective immediately upon written notice to Licensee, if Licensee breaches any material obligation under this Agreement and fail to cure the breach within thirty (30) business days after written receipt of notice of such breach. Further, without prejudice to any other of its rights, Logitech may, in its sole discretion, in the event the Logitech SDK, Redistributable Files, or the Sample Code are held to be infringing the intellectual property rights of a third party, terminate this Agreement upon fifteen (15) business days notice to Licensee; provided in such instance that Logitech shall use its best commercial efforts, at its own expense and option, to procure for Licensee the right to continue to use the rights granted hereunder, replace the same with non-infringing technology of equivalent function and performance or modify the same so that it becomes non-infringing without detracting from function or performance. If none of the measures set forth in the previous sentence can be achieved on commercially reasonable terms, Logitech shall have the right to terminate this Agreement. Licensee may terminate this Agreement at any time by giving Logitech written notice pursuant to Section 10.5 or by stopping all use of the Logitech SDK. In addition to the termination rights above, if Logitech makes a request to Licensee in writing to stop using the Logitech SDK or Redistributable Files, Licensee will immediately comply with this request; provided, however, that Licensee will not be required to stop copying, distributing or otherwise using the Code as described herein.
- 9.2 Logitech may in its sole discretion change or discontinue any portion of the Logitech SDK, the Redistributable Files, or the developer program at anytime upon notice. Logitech shall notify Licensee of any such changes via e-mail and a change notice will be posted on the developer site. IF A CHANGE IS UNACCEPTABLE, LICENSEE'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT BY GIVING NOTICE OF TERMINATION AS SET FORTH IN THIS SECTION 9 OF THE AGREEMENT OR BY STOPPING ALL USE OF THE LOGITECH SDK. IF LICENSEE DOES NOT GIVE LOGITECH NOTICE AND LICENSEE CONTINUES TO USE ANY PORTION OF THE LOGITECH SDK, THE REDISTRIBUTABLE FILES, OR THE MATERIALS PROVIDED HEREUNDER BY LOGITECH, THEN LICENSEE WILL BE DEEMED TO HAVE ACCEPTED THE CHANGES.
- 9.3 Upon the termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate and Licensee shall immediately discontinue use of all portions of the Logitech SDK and the Redistributable Files, and shall return to Logitech all copies of the Logitech SDK (including, but not limited to, all portions of Sample Code) and Redistributable Files and all related materials provided by Logitech to Licensee that are in Licensee's possession or control.
- 9.4 The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: 1, 3.3, 3.4, 3.5, 5, 6, 7, 8, 9 and 10.

#### 10. General Provisions:

- 10.1 This Agreement is personal to Licensee. Licensee shall not assign, sublicense or otherwise transfer any of the rights acquired under this Agreement without the express written consent of Logitech.
- 10.2 The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement in any one or more instances shall not be deemed to be a waiver by such party of its rights.
- 10.3 Nothing in this Agreement shall constitute or be deemed to constitute a joint venture or partnership between Logitech and Licensee. The relationship between Logitech and Licensee shall be that of licensor and licensee and of independent contractors.
- 10.4 If any provision of this Agreement becomes or is held to be unenforceable, such provision will be excluded from this Agreement and the balance of the Agreement will be enforceable in accordance with its terms and interpreted as if such provision were so excluded.
- 10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law. Any suit hereunder shall be brought in the federal or state courts in Alameda County, California.
- 10.6 Any notice required or permitted hereunder shall be in writing and shall be sent as follows.

  Notices to Logitech shall be sent to:

Logitech Europe S.A. Attention: Legal Department EPFL – Quartier de l'Innovation Daniel Borel Centre for Innovation 1015 Lausanne, Switzerland

With a mandatory copy to: General Counsel Logitech 7700 Gateway Boulevard Newark, California 94560

Notices to Licensee shall be sent to Licensee pursuant to the contact information Licensee provide as part of any developer registration process.

- U.S. Government Restricted Rights and Export. U.S. Government Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988) FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. Logitech Inc. 7600 Gateway Boulevard, Newark, CA 94560.
- 10.8 Export Law Assurances. Licensee agrees and certifies that no portion of the Logitech SDK, the Redistributable Files, nor any other technical data received from Logitech will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If Licensee has rightfully obtained the Logitech SDK or Redistributable Files outside of the United States, Licensee agrees that Licensee will not re-export any portion of the Logitech SDK, Redistributable Files, nor any other technical data received from Logitech, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Logitech SDK or Redistributable Files.
- 10.9 Agents and Third Parties. If Licensee is acquiring the Logitech SDK or Redistributable Files on behalf of another person or entity, Licensee represents and warrants that Licensee has

- the authority to bind the party or entity for which Licensee are acquiring the Logitech SDK or Redistributable Files to the terms and conditions of this Agreement.
- 10.10 This Agreement is the sole and entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior understandings, agreements and documentation, if any, relating to such subject matter. Logitech may modify these terms and your subsequent use of the Logitech SDK is your agreement to any modified terms.