



SUPERPOWERED SDKS MASTER LICENSE AGREEMENT

Effective Date: June 28, 2019

Superpowered Inc. develops the SUPERPOWERED AUDIO SDK ("Audio SDK"), SUPERPOWERED NETWORKING SDK ("Net SDK"), and SUPERPOWERED CRYPTOGRAPHICS SDK ("Crypto SDK") and collectively referred to herein as the "Superpowered SDKs") and a list of their respective features can be found at <https://superpowered.com>. Capitalized terms not immediately defined are located in Section 10 below.

Eligibility for free licenses for Superpowered SDKs is described below in Section 3.1(a)(i). Subject to all other terms below, if Licensee uses any of the Superpowered SDKs:

- in or in concert with an embedded application or hardware device,
- as part of a pre-bundled or pre-installed application,
- within a 3rd party SDK (platform application),
- in order to sublicense them,
- within an application with over 500,000 installs as defined by this agreement,

Licensee must secure permission and a paid license from Superpowered Inc. You can do so by contacting **licensing@superpowered.com**.

Before downloading or using any Superpowered SDKs, you are required to read, understand and agree to these terms.

This SUPERPOWERED SDKS MASTER LICENSE AGREEMENT (this "Agreement") is a legal agreement between you individually if you are agreeing to it in your own capacity, or if you are authorized to acquire the Superpowered SDKs on behalf of your company or organization, between the entity for whose benefit you act ("You" or "Licensee") and Superpowered Inc. ("Superpowered").

By clicking on the appropriate button below, or by downloading, installing, activating or using any of the Superpowered SDKs, you are agreeing to be bound by the terms of this Agreement. If you have any questions or concerns about the terms of this Agreement, please contact us at **licensing@superpowered.com**.

If you decide you are unwilling to agree to the terms of this Agreement, you have no right to use any of the Superpowered SDKs and furthermore acknowledge you have no expectation of uninterrupted ongoing service and access to Superpowered technology.

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Superpowered Inc.
600 Congress Ave, 14th Floor
Austin, TX 78701
USA
licensing@superpowered.com
+1-512-298-3900



STANDARD TERMS AND CONDITIONS

1.1 License Grant.

(a) In accordance with the terms herein, Superpowered grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to install and use a reasonable number of copies of the applicable Superpowered SDKs to be used for an Application solely in the manner described in the documentation contained in the applicable Superpowered SDK, if any.

(b) Licensee may distribute Applications provided that, except as expressly permitted herein, Licensee does not directly or indirectly market, rent, distribute, transfer, license, sublicense, sell, or furnish to any third party all or any part of, the Superpowered SDKs or copies of any part thereof including in conjunction with or as part of Applications. For greater clarity the rights granted hereunder are solely with respect to Licensee's use of the applicable Superpowered SDK and in no event shall there be an implied license under any Superpowered intellectual property rights. Licensee may not copy the Superpowered SDKs or any portion thereof except as expressly permitted herein. For the purposes of this provision "copy" shall not include copying of statements and instructions of the Superpowered SDKs or any portion thereof that naturally occurs during normal program execution when used in accordance with and for the purposes described in the documentation or in the course of making unmodified copies of the Superpowered SDKs or documentation as part of the regular back-up of the Superpowered SDKs in accordance with standard industry business practices. Notwithstanding the foregoing, if Superpowered has terminated any license granted to Licensee for the Superpowered SDKs, no right to use the Superpowered SDKs is granted to Licensee hereunder.

(c) To the extent that Distributable Source Code is provided as part of the Superpowered SDKs, Licensee may use, modify and compile the Distributable Source Code solely for the purposes of developing Licensee's Applications. Notwithstanding the foregoing, Licensee may not modify any header files included in the Superpowered SDKs.

(d) Licensee must require users of Licensee's Applications, in the license terms applicable to Licensee's Applications, to agree not to Reverse Engineer Licensee's Applications (including the Superpowered SDKs), except to the extent that Licensee is expressly precluded by law from imposing such restriction.

(e) Notwithstanding anything contained herein to the contrary, Licensee may not combine, distribute, or otherwise use the Superpowered SDKs with any code or other content which is covered by a license that would directly or indirectly require that all or part of the

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(f) Superpowered requires use of a license key for use of the Superpowered SDKs, which use shall be determined by Superpowered in its sole discretion. Licensee agrees to download and validate such license key in order to use the Superpowered SDKs and provide accurate and complete information as requested by Superpowered. In the event a license key is required for any Superpowered SDK, you may not continue to use the applicable Superpowered SDK even if it is a prior version (including a version that did not require a license key) unless you receive written permissions from Superpowered. You acknowledge any or all Superpowered SDKs may require use of a license key and the applicable Superpowered SDK may not work without such license key.

2.1 Open Source. The Superpowered SDKs may be embedded into open-source, source-code and/or source-code repo, provided such use in compliance with the terms of this Agreement.

(a) Licensee acknowledges that if any of the Superpowered SDKs are used in this manner, the following limitations apply: (i) Superpowered must be mentioned in the README, and (ii) a copy of this Agreement must be included.

2.2 Use. Licensee is responsible for all activities with respect to the Superpowered SDKs undertaken by Licensee and Licensee's Authorized Users and will ensure that:

(a) the Superpowered SDKs and Application(s) will be used in accordance with this Agreement, all applicable laws and regulations, and the documentation provided by Superpowered;

(b) the Superpowered SDKs (or components thereof) will not be sublicensed or incorporated into any other platform or SDK or API or embedded device, without written permission and license from Superpowered;

(c) Licensee has the right and authority to enter into this Agreement, either on Licensee's own behalf or on behalf of a company or other entity, and Licensee, if an individual, is over the age of majority;

(d) Licensee and Licensee's Authorized Users will not knowingly develop or distribute Applications or make any products, services or content available through Licensee's Applications, the use of which in isolation or with any other software, system, network, or data would contain functionality that could be used for inappropriate or improper purposes or interfere with the proper operation of, degrade, cause damage to or adversely affect any software,

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(e) Licensee and Licensee's Authorized Users will not use the Superpowered SDKs to develop any Applications or make any products, services or content, which are intended to be used to commit or would be used predominantly to commit any crime or other illegal or tortious acts and without limiting the foregoing, Applications will not contain or link to any content, or perform any function, that is illegal (e.g. against any criminal, civil or statutory law or regulation), any libel or defamation, obscene, objectionable, harassing, hateful, profane, indecent, offensive, breach of privacy, infringement or misappropriation of any intellectual property rights and/or other proprietary rights of any party (including, without limitation, unlawfully circumventing any digital rights management protections);

(f) Applications and any products, services or content made available through Licensee's Applications will not contain any: (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, code, or program that is likely to or is intended to: (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, network, services, systems, or data;

(g) Licensee will not develop or distribute any Application or make available any products, services or content available through any Application that infringes any Superpowered, affiliate or third party copyrights, trademarks, industrial design rights, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights;

(h) Applications that offer or are used in conjunction with location based services or functionality will obtain consent before Licensee collects, transmits, processes, displays, discloses, maintains, or uses location data in any manner whatsoever, and notwithstanding the generality of the foregoing Licensee shall comply with applicable privacy and data protection legislation in respect of such information; and

(i) Licensee will ensure that the Applications and all development work directly or indirectly related to the Superpowered SDKs shall be performed and provided in a professional and highly competent manner, to the best and full limit of Licensee's (and its Authorized User's) abilities and in accordance with the highest standards in the Licensee's industry.

2.3 Export Restrictions. Licensee acknowledges that the Superpowered SDKs may include software that may be subject to export, import, and/or use controls by governmental authorities by way of law or regulation. Licensee agrees that the Superpowered SDKs will not be exported, imported, used, transferred, or re-exported except in compliance with the laws and regulations of the national and/or other government authorities with authority over the country(ies) and/or territory(ies) from which the Superpowered SDKs are being exported or to which the Superpowered SDKs are being imported. Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if Licensee is any agency of the government of the United States of America, then Licensee's rights in respect of the Superpowered SDKs shall not exceed the rights provided under this Agreement, unless expressly agreed upon by Superpowered in a separate written agreement.

3.1 Compensation.

(a) Available Licenses; Marketing and Fees; Press Release.

(i) Free License Requirements: There is no fee for the use of the Superpowered SDKs, if and only if, Licensee's use of the Superpowered SDKs is in a Software Application that:

- (1) is distributed in a public application store system (e.g. App Store, Google Play or other well-known legitimate publically accessible store);
- (2) is not designed to work or works in, in tandem or in connection with an embedded device;
- (3) Has fewer than 500,000 licensee application-installs per Software Application (regardless of the version of the Software Application); and
- (4) at all times meets the attribution requirements described in Section 5.2 below.

For the purpose of determining the amount of installs of any Application, the aggregate number of installs across target operating systems/platforms shall be used.

For example, if "Foo App" has 100,000 app installs on iOS and 200,000 app installs on Android, then Foo App shall have 300,000 app installs for purposes of this Agreement.

Superpowered may cancel the free license for the Superpowered SDKs set forth in this section at any time with or without notice.

However, the Superpowered SDKs are not open-source and the Licensee is still subject to all of the terms as set forth on the first page of this Agreement. Furthermore, Superpowered may make qualification determinations of the free license requirements in its sole discretion.



(ii) White Label License: If, Licensee is using the Superpowered SDKs in tandem or in connection with an Embedded Application or Pre-Bundled or Pre-Installed or Platform Application or within a 3rd Party SDK, or has more than 500,000 app-installs (including all versions of the Software Application) or otherwise does not qualify for the free license pursuant to Section 3.1(a)(i) above, prior to use of the Superpowered SDKs the Licensee must purchase a license from Superpowered from Superpowered by contacting licensing@superpowered.com.

(iii) Licensee acknowledges that public distribution of an Application or other technology using the Superpowered SDKs without complying with most up to date free license requirements or without a fully paid up White Label License (3.1(a)(ii)), from date of public distribution, as applicable, renders any licenses granted by Superpowered hereunder void and invalid. Licensee acknowledges it has no expectation of uninterrupted ongoing service and access to Superpowered technology (including without limitation the Superpowered SDKs) if such licenses granted by Superpowered hereunder are void and invalid, with or without notice, due to Licensee's failure to comply with the terms of this Agreement.

(b) Attribution. Licensee will comply with Section 5.2 to the exclusive approval of Superpowered. Superpowered may use Licensee's and/or its Application's name and logo for external marketing, such as on its website and press releases.

4.1 Intellectual Property.

(a) This Agreement does not transfer or assign to Licensee, any intellectual property right including any patent, design, industrial design, trademark, service mark, copyright or rights in any confidential information or trade secrets, in or related to the Superpowered SDKs or any part thereof. The Superpowered SDKs and all copies thereof remain the property of Superpowered and are only licensed under this Agreement. Licensee acknowledges that there are no implied licenses granted under this Agreement, and all rights, save for those license rights expressly granted to Licensee hereunder, shall remain with Superpowered. Licensee agrees that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief that Superpowered may have under any applicable laws relating to the protection of Superpowered's intellectual property or other rights.

(b) Any feedback or suggestions provided to Superpowered by Licensee relating to the Superpowered SDKs, shall be owned by Superpowered and Licensee hereby assigns to Superpowered all such feedback and suggestions.

5.1 Confidentiality. Other than as incorporated in the Applications' documentation, Licensee shall not sell, transfer, publish, disclose, display or otherwise make available the Superpowered SDKs or copies thereof to

others. Licensee shall use reasonable efforts to secure and protect the Superpowered SDKs, documentation and copies thereof and to take appropriate action by instruction or agreement with its Authorized Users.

5.2 Superpowered Attribution for Free Use of Superpowered SDKs.

(a) To remain eligible for free use of the Superpowered SDKs, Licensee shall include the proper implementation of a mandatory Superpowered splash screen with Superpowered animated logo at all times (available at <https://superpowered.com/logo>) in their Software Application.

NOTE: A proper implementation entails that the splash screen video play in its entirety (including audio) every time the app is launched. The Superpowered splash screen must be the first splash screen to play and must precede any other splash screens. The splash screen cannot be altered or edited. No other logo may appear on screen or interfere with the playing of the video. The splash screen video may not be speeded up or slowed down.

b) You agree to place the following notices in the credits for any Software Application (replacing xxxx with the current year):

“[Software Application] uses Superpowered SDKs. [Superpowered.com](https://superpowered.com)”

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5.3 Marketing. Licensee agrees that Superpowered may refer to Licensee by trade name and trademark, and may briefly describe Licensee's use of the Superpowered SDKs, in marketing and on its website.

6.1 Warranty. Except as expressly set forth in this agreement, the Superpowered SDKs are provided “As Is” without warranty of any kind. Except to the extent required by applicable law, Superpowered disclaims all warranties, whether express, implied or statutory, regarding the Superpowered SDKs, including without limitation any and all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, interference with quiet enjoyment, and non-infringement of third-party rights. Further, Superpowered disclaims any warranty that Licensee's use of the Superpowered SDKs will be uninterrupted or error free.

6.2 Exclusion of Liability. In no event shall Superpowered be liable for any damages whatsoever directly or indirectly arising out of or related to this agreement or in connection with the transactions contemplated by this agreement or any products, services or content made available through Licensee's applications, whether or not such damages could reasonably be foreseen or their likelihood has been disclosed to Superpowered. In no event shall any officer,

Superpowered Inc.
600 Congress Ave, 14th Floor
Austin, TX 78701
USA
licensing@superpowered.com
+1-512-298-3900



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6.3 Limitation of Liability. In no event shall Superpowered be liable for any damages that exceed, in the aggregate for all claims arising from or related to this Agreement, the sum of any amounts Licensee has paid Superpowered for the applicable Superpowered SDK from which such claim arose.

6.4 Exceptions. Some jurisdictions do not allow limitations or exclusions of certain types of damages and/or warranties and conditions. The limitations, exclusions and disclaimers set forth in this Agreement shall not apply if and only if and to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions and disclaimers.

7.1 Indemnification by Licensee. Licensee shall indemnify, hold harmless, and if requested by Superpowered, defend, Superpowered, Superpowered's affiliates, agents and their respective successors, assigns, directors, officers, employees and independent contractors (each a **"Superpowered Indemnified Party"**) from any claims, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by a Superpowered Indemnified Party as a result of Licensee's or Licensee's Authorized Users' breach of this Agreement and/or as a result of any third party claim, proceeding, suit, judgment, settlement, or cause of action (**"Claim"**): (a) alleging the infringement, violation or misappropriation of any intellectual property right including a patent, design, industrial design, copyright, trade secret or trademark or other proprietary right by: (a) Licensee's Application(s) or the use thereof, or the combination of Licensee's Application(s) with the Superpowered SDKs or any other portion thereof with any hardware, software, or system, or service; or (b) otherwise related to or arising from Licensee or Licensee's Authorized Users' use of the Superpowered SDKs (except for any third party claim based solely on Superpowered technology included in the Superpowered SDKs) or any use or distribution of Licensee's Applications (including Licensee's development of Applications).

8.1 Term. This Agreement shall be effective upon Licensee's agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and shall end upon termination of this Agreement in accordance with the provisions set out herein, or in the case of an White Label License, upon the end of the agreed-to license term for such White Label License, as applicable.

Upon the termination of this Agreement the license shall immediately terminate and Licensee shall promptly stop all use of the Superpowered SDKs and delete all such copies.

8.2 Termination. Licensee may terminate this Agreement at will and without notice for any reason whatsoever.

(a) If Licensee or any Authorized User breaches any provision of this Agreement, Superpowered may terminate this Agreement and the license granted hereunder. Licensee will be deemed to be in breach of this Agreement if: (1) Licensee fails to comply with or perform a term or condition herein; or (2) Licensee or any Authorized User interferes with Superpowered's customer service or business operations; or (3) Licensee materially breaches any other agreement that Licensee may have with Superpowered. Superpowered may terminate at any time for convenience, and shall provide a pro rata refund for amounts paid for unused periods, and only in this circumstance. No remedy herein conferred upon Superpowered is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 8.2 for cause, Licensee shall pay to Superpowered all attorney fees, collection fees, and related expenses, expended or incurred by Superpowered in the enforcement of any right or privilege hereunder.

(b) Section 3 (to the extent any amounts are owed to Superpowered), 4, 5, 6, 7, 8, and 9 hereof shall survive any termination of this Agreement.

9.1 Amendment/Modification. This Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement can be modified or amended upon the mutual written consent of both the parties.

9.2 Non-Circumvention. The parties of this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain fees, remunerations, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties.

9.3 Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of Texas. The parties agree that any litigation arising out of or related to this Agreement must be brought in a Texas court located in Travis County, Texas, as the exclusive and mandatory venue and jurisdiction for any litigation arising out of or related to this Agreement.

9.4 Class Action Waiver. Licensee agrees not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Superpowered SDKs or this Agreement.

Superpowered Inc.
600 Congress Ave, 14th Floor
Austin, TX 78701
USA
licensing@superpowered.com
+1-512-298-3900

9.5 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

9.6 Assignment. The Licensee may not assign or sub-license, without the prior written consent of Superpowered, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Superpowered may assign this agreement without the prior written consent of Licensee.

9.7 Attorneys Fees. In the event of dispute between the parties hereto regarding this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees incurred in connection with the dispute in addition to any other relief to which it may be entitled.

9.8 Waiver. The waiver or failure of Superpowered to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

9.9 Relationship of Parties. The parties are not employees, agents, partners or joint venturers of each other. Neither party shall have the right to enter into any agreement on behalf of the other.

9.10 Headings and Titles. The headings and titles of this Agreement are for convenience only and are not intended to define, limit or construe the contents of the various sections.

10.1 Defined Terms.

(a) “**API**” means an application programming interface.

(b) “**Application**” means either an Embedded/Pre-bundled/Pre-Installed/Platform Application or a Software Application.

(c) “**Authorized Users**” means: (i) any of Licensee’s employees; or (b) any consultants, independent contractors and any other persons Licensee authorizes to use or to whom Licensee otherwise makes available the Superpowered SDKs, in each case to use on Licensee’s behalf to develop Applications.

(d) “**Distributable Source Code**” means certain application templates, code stubs, code snippets, example

applications, sample code and code fragments in source code form either included as part of the Superpowered SDKs or otherwise provided to Licensee.

(e) “**Embedded Application**” means any software application or system that may permanently reside in an industrial or consumer device or any other type of technical equipment (e.g., wearable/hardware companies and OEMs), developed (or repackaged) by Licensee and which incorporates the Superpowered SDKs. For the use of this license, Embedded Application also means “Pre-Bundled” or “Pre-Installed” or “Platform” software applications.

(f) “**Reverse Engineer**” includes, without limitation, any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including any aspect of “dumping of RAM/ROM or persistent storage”, “cable or wireless link sniffing”, or “black box” reverse engineering) data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code), service, or hardware or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.

(g) “**Software Application**” means a software application that consumers can install on their personal device (e.g., through an app store or via download), developed (or repackaged) by Licensee and which incorporates the Superpowered SDKs.

(h) “**SDK**” means any programming package (including any APIs, programming tools or documentation) that enables the development of applications for any type of platform, framework or system.

(i) “**Superpowered SDKs**” means the Audio SDK, the Net SDK, and Crypto SDK, including all respective software (including programs, tools, sample code, templates, libraries, and interfaces), updates, APIs, information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium (including on-line tools), provided to Licensee at any time, either by way of downloading from Superpowered or otherwise provided to Licensee, for any development purposes (unless such materials are provided pursuant to a separate license agreement for such materials by Superpowered and/or its affiliates).