

bHaptics SDK License Agreement

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This bHaptics License Agreement (hereby "Agreement") is a legal document between you and bHaptics covering the use of the bHaptics Software Development Kit (hereby "SDK"). The SDK means any application programming interfaces (hereby "APIs"), plugins, tools, codes, technology, specifications, platform services, documentation, and other contents made available by us to you.

You may not use the SDK and may not accept this Agreement if you are planning to develop applications relating to such as but not limited to a) production or trade of weapons of any kind, b) casinos, gambling, and enterprises at its equivalence to us. Also, if you are a person with whom bHaptics is prohibited from doing business under applicable law, do not use our SDK nor accept this Agreement.

You acknowledge and consent that if you are using the SDK on behalf of an entity, you represent and warrant that you have authority to bind that entity to this Agreement and by accepting this Agreement, you are doing so on behalf of that entity.

You agree to the Agreement by downloading and using or accessing our SDK or any part of the SDK. If you don't agree to any terms of this Agreement do not download, use, or access the SDK.

1. License Grant

According to this Agreement, bHaptics grants you a limited, non-exclusive, non-transferable, royalty-free, non-sublicensable, revocable license to use the SDK solely according to the terms set out below.

1.1 The SDK should only be used to develop, test, and distribute your application which enables you and/or your end-users to access bHaptics features through your application. The SDK has to be used only with bHaptics Hardware and bHaptics Software. If you want to use any other third-party hardware with our SDK, please contact : contact@bhaptics.com for a special license agreement.

1.2 You acknowledge and agree that you will use the bHaptics SDK only for a) Development of your personal, non-commercial use, b) Commercial use for the development and sales of content for consumers, and c) Demonstration of your application to internal and external stakeholders and customers.

2. General Restrictions

2.1 You are not allowed to develop, or aid in the development, directly or indirectly, of any hardware or software which provides haptic feedback functionality or similar features or functionality of the bHaptics TactSuit, bHaptics Player, bHaptics Designer, and bHaptics Studio.

2.2 You may not develop or create bHaptics Enabled Applications or any other software that degrades or prevents the interaction of applications with the bHaptics software. You may not represent functionality provided by any bHaptics Hardware or bHaptics Software as your technology or any other third party.

2.3 Do not modify or create derivative works from the bHaptics SDK or any of its components. Do not attempt to circumvent any related security measures and limitations implemented within or documented with measures such as but not limited to SDK reverse engineering, decompiling, disassembling, or otherwise attempting to identify, extract or reconstruct source code, techniques, or algorithms in the SDK, bHaptics Hardware and bHaptics Software.

Do not use or redistribute the SDK or any portion thereof in any manner that would cause the SDK or bHaptics to become subject to the terms of any open source license or other restrictions.

2.4 You may not change, obscure, or remove confidentiality or any proprietary of the documents and materials which is supplied with the SDK.

2.5 You acknowledge and consent you have to include copyright notice such as “Copyright bHaptics Inc. All rights reserved” when redistributing any sample code or other material. And if the sample source code or other materials include a “License” or “Notice” text file, you must provide a copy of the License or Notice file with the sample code.

3. Intellectual Property

You acknowledge and consent that all rights, titles, and interests including all Intellectual Property Rights(including patent, copyright, trademark, rights of publicity and privacy, and other proprietary rights) belong to bHaptics and its affiliates or licensors. And You own all rights, titles, interests, and other proprietary rights to your Application(excluding our SDK).

3.1 You hereby grant to bHaptics a non-exclusive, perpetual, irrevocable, worldwide, paid-up, and royalty-free license to use your comments, feedback, suggestions, recommendations, and ideas(collectively “Feedback”) about bHaptics SDK.

3.2 Conditioned upon compliance with the terms and conditions of this Agreement, bHaptics grants you a limited, non-exclusive, license to use bHaptics trade names, trademarks, services marks, logos, and domain solely to a) mark the bHaptics Enabled Application, b) Produce and make available related collateral, and c) To promote your bHaptics Enabled Application. In each case, you have to follow the trade names, trademarks, services marks, logos, and domain guidelines and if you need the guidelines, please request them to bHaptics.

You will not use our SDK or make any statement regarding the SDK or your Application that suggests partnership with, sponsorship by, or endorsement by bHaptics without the prior written agreement of bHaptics.

3.3 You acknowledge and agree that bHaptics may mention you or your products using bHaptics technology, software in bHaptics’ press releases, social media account, and/or website, and may use your trademarks, logos for such purpose. You grant to bHaptics a non-exclusive, worldwide, and royalty-free license to use, reproduce, display, publish and distribute your bHaptics Enabled Application’s elements, assets, screenshots, photographic or video solely for the purpose to promote your Application or bHaptics’s technology and business.

4. Confidentiality

bHaptics SDK may include bHaptics confidential information which is marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, you may not disclose it to any third party without bHaptics’s prior written approval. Notwithstanding, if related law requests disclose of bHaptics confidential information, you can disclose the information with prior notice to us (unless a court order prohibits such notice).

4.1 You acknowledge and consent not to disclose alpha or beta software or hardware which bHaptics shared with you to others without the prior written agreement of bHaptics until the time it is made public by bHaptics.

4.2 bHaptics will not collect or use any personal data provided by you, your Authorized Users, your End Users to us to improve the SDK, bHaptics Hardware, bHaptics Software, or the provision of updates and other services to you, unless otherwise agreed upon in a written consent.

5. Termination

5.1 Termination by bHaptics. bHaptics reserves the right to terminate this Agreement with you or discontinue the SDK for any reason or no reason in bHaptics’s sole discretion, without any prior notice to you and without liability or other obligation to you in the event you breach any material provision of this

Agreement or for other reasons.

5.2 Termination by You. You may terminate this Agreement by uninstalling and deleting all copies of the SDK that are in the possession, custody, or control of you and your Authorized Users.

5.3 Effect of Termination. Upon termination of this Agreement, you will immediately stop using, distributing, or otherwise making available the SDK and all Applications that incorporate the SDK or any of its components. Termination of this Agreement will not affect the right of your End Users who have downloaded your bHaptics Enabled Application before termination to continue using it.

6. Liability

6.1 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, bHaptics WILL NOT BE RESPONSIBLE FOR LOST PROFITS, SALES, BUSINESS, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF CORRUPTION OF DATA OR INFORMATION, LOSS OF BUSINESS OPPORTUNITY, GOODWILL AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGE. TO THE EXTENT PERMITTED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED ONE THOUSAND US DOLLARS (\$1,000). THE AGREEMENT SETS OUT THE FULL EXTENT OF bHaptics' OBLIGATIONS AND LIABILITY IN RESPECT OF THE SUPPLY OF THE bHaptics HARDWARE, bHaptics SOFTWARE, AND TECHNOLOGY. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THERE ARE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, THAT ARE BINDING ON bHaptics. ANY WARRANTY, CONDITION, REPRESENTATION, OR OTHER TERM CONCERNING THE SUPPLY OF bHaptics HARDWARE, SOFTWARE, SDK, AND ANY OTHER TECHNOLOGY WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN THE AGREEMENT WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

6.2 Warranties. EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, THE SDK IS PROVIDED "AS-IS" WITHOUT ANY SPECIFIC GUARANTEES, WARRANTIES, OR PROMISES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE SDK, THE SPECIFIC FUNCTIONS OF THE SDK OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS.

6.3 Your Obligations. In addition to your other obligations under this Agreement, you agree that you will warrant the following obligations:

You have the right and authority to enter into this Agreement on your behalf and that of your Authorized Users. Also, you warrant that you have the right and the authority to legally bind your company or organization and its authorized users upon entering into this Agreement on behalf of your company or organization.

Your use of the SDK and sales and distribution of your bHaptics Enabled Application, complies with all applicable laws and regulations and all U.S. and local or foreign export and re-export restrictions applicable to the technology and documentation provided under this Agreement.

Notwithstanding anything in this Agreement, you are not licensed to use, sell, or distribute the SDK, bHaptics Hardware, bHaptics Software for or in connection with uses where failure or fault of the SDK, bHaptics Hardware, bHaptics Software, or your bHaptics Enabled Application could lead to death or serious injury of any person, or physical/environmental damage. You acknowledge and consent that the bHaptics Hardware, bHaptics Software, the bHaptics SDK, and other software may not always function as intended. You must design your bHaptics Enabled Applications so that any failure of bHaptics Technology and other software as bHaptics may make available from time to time does not cause personal injury, death, property damage, or other losses. You acknowledge and consent that the use of bHaptics Hardware, bHaptics

Software, the SDK, and any other software can cause any harm or loss to you or your Authorized Users and you and your Authorized Users waive all claims against bHaptics related to such use, harm or loss.

6.4 Indemnification. Unless prohibited by applicable law, you agree to indemnify and defend bHaptics, its affiliates, directors, officers, employees, suppliers, and distributors against all liabilities, judgments, damages, losses, costs, penalties, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding arising out of or relating to your: a) use of the SDK; b) bHaptics Enabled Application; c) violation of this Agreement or any applicable law or regulation; or d) violation of any right of a third party.

7. Updates

7.1 Update of the SDK. We may update our SDK from time to time without prior notice. You agree that the Updates may require you to change or update your bHaptics Enabled Application, and may affect your ability to use, access, or interact with bHaptics Hardware, bHaptics Software, and/or SDK. You are solely responsible for turning off any auto-update functionality of the bHaptics Software.

7.2 Update of the Agreement. We may update this Agreement from time to time, without prior notice, so we recommend you check this Agreement regularly. You acknowledge and consent that you agree to be bounded by the updated Agreement by continuing to access or use our SDK after the update of this Agreement. Any updates to the Disputes section of this Agreement will apply only to disputes that arise after notice of the update takes place. If you do not agree to the updated terms and Agreement, please stop all use or access to our SDK.

8. Miscellaneous

8.1 Governing Law and Jurisdiction. This Agreement will be governed by and construed under the law of the United States. You agree that any claim, cause of action, or dispute you have against us that arises out of or relates to any access or use of the SDK must be resolved exclusively in the U.S. District Court. However, bHaptics may apply to any court or tribunal worldwide, including but not limited to those having jurisdiction over you or your Authorized Users, to seek injunctive relief.

8.2 Assignment. You acknowledge and consent that bHaptics may assign this Agreement without your agreement in connection with a) a merger or consolidation of bHaptics, b) a sale or assignment of substantially all its assets, or c) any other transaction which results in another entity or person owning substantially all of the assets of bHaptics or d) to any of its affiliates. In the event of a permitted assignment, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. You acknowledge and agree to this Agreement without the prior written consent of bHaptics and any assignment without such consent is void and of no effect.

8.3 Waiver; Severability. The failure of the other party to enforce any rights under this Agreement will not be deemed a waiver of any rights. The rights and remedies of the parties in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provision of this Agreement will remain in full force and effect.

8.4 Export Restrictions. The bHaptics Software, bHaptics Hardware, and the SDK are subject to the United States and Republic of Korea export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the bHaptics Software, bHaptics Hardware, and the SDK.

8.5 Relationship of the Parties. This Agreement is for the sole benefit of bHaptics and you, and no other persons will have any right or remedy under this Agreement. And this Agreement does not create any agency, partnership, or joint venture relationship between bHaptics and you.

9. Definitions

The definition of the capitalized words used in this Agreement are as follows:

“bHaptics”, “we” or “us” means bHaptics Inc.

“SDK” means, collectively, the bHaptics Redistributables, tools, APIs, software, sample code, document, other materials, and any updates to the foregoing that may be provided or made available to you by bHaptics in connection with this Agreement via the bHaptics developer portal or otherwise for use in connection with the bHaptics development program to develop bHaptics Enabled Application.

“bHaptics Hardware” means bHaptics TactSuit X40, TactSuit X16, TactVisor, TactGlove, Tactosy for Arms/ Hands/Feet which are the devices that deliver haptic feedback based on the context of the content while the user enjoys the digital content.

“bHaptics Software” means bHaptics core services application and related applications that interact with bHaptics Hardware and an operating system to create and/or edit haptic feedback patterns, to create and/or edit Audio-to-Haptic profile and interface program.

“Authorized Users” means your employees and contractors, members of your organization, or, if you are an educational institution, your faculty, staff, and registered students, who a) have a demonstrable need to know or use the SDK to develop and test bHaptics Enabled Applications on your behalf and b) each have written and binding agreements with you to protect against the unauthorized use and disclosure of the SDK consistent with the terms and conditions of this Agreement. Authorized Users do not include End Users.

“End User” means your end-user customers or licensees.

“bHaptics Redistributables” means any .lib code, .dll files, .so files, sample code, or other materials we specifically designated in the SDK as made available for incorporation into or distribution with bHaptics Enabled Applications.

“Non-Redistributable Materials” means bHaptics Software, and any other code, files, or materials that are not specifically designated in the SDK as made available for incorporation into bHaptics Enabled Applications or that are specifically designated in the SDK as not subject to distribution.

Other capitalized terms used in this Agreement have the meaning given them elsewhere in this Agreement.