

# End-User License Agreement

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This End-User License Agreement (this "Agreement") is a legal agreement between you (an individual or a single entity) and bHaptics Inc. ("bHaptics") governing your use of the bHaptics software applications, including the bHaptics Player applications for computers, mobile devices and VR/XR headsets, the Designer feature, their updates, and the model and content files they download (collectively, the "Software").

By installing, launching or using the Software, you agree to be bound by this Agreement. If you do not agree, do not install or use the Software.

The Software is licensed, not sold, to you.

To agree to this Agreement and create a bHaptics account, you must be at least 14 years old. If the law of your country of residence sets a higher minimum age for the use of online services or for the processing of personal data without parental consent, that higher age applies. If you are below that minimum age, you may not agree to this Agreement or create a bHaptics account, and you may use the Software only under the supervision of a parent or guardian who has agreed to this Agreement and through that person's account. bHaptics may suspend or terminate an account if it becomes aware that the account holder is below that minimum age.

Not every feature described in this Agreement is available on every platform or in every version. A section applies to you only to the extent the Software actually provides that feature on the platform you use.

## 1. License Grant

bHaptics grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Software on devices you own or control, for the purpose of operating bHaptics haptic devices and creating, playing and managing haptic content.

## 2. Restrictions

You agree not to, and not to permit others to:

- modify, create derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Software, except to the extent such restriction is prohibited by applicable law;
- extract, decrypt, redistribute, republish or reuse outside the Software any machine learning model, haptic pattern asset or other content file that the Software embeds or downloads;
- rent, lease, sell, sublicense or otherwise transfer the Software to a third party;
- remove, alter or obscure any proprietary notice (including copyright or trademark notices) of bHaptics or its licensors;
- circumvent any technical measure that controls access to paid or restricted content.

Nothing in this section restricts you from developing applications that integrate with the Software through the interfaces bHaptics publishes for that purpose (see Section 5).

## 3. bHaptics Account and Cloud Services

Some features require a bHaptics account and connect to bHaptics servers, including content download, haptic pattern synchronization and workspace features. Your account and your purchases are additionally governed by the bHaptics Terms and Conditions and Privacy Policy published at [www.bhaptics.com](http://www.bhaptics.com). bHaptics may change, suspend or discontinue any server-dependent feature, and content availability may vary by region, device and account.

## 4. Your Content

You retain ownership of the haptic patterns, projects and other materials you create with the Software ("Your Content").

When you upload or synchronize Your Content to bHaptics servers, you grant bHaptics a worldwide, non-exclusive, royalty-free license to host, store, reproduce, transmit and display Your Content solely to operate and provide the Software and its related services to you and to the users you share it with.

You are responsible for having the necessary rights to any audio, image, video or other third-party material you import into the Software, and for ensuring Your Content does not infringe the rights of others or violate applicable law.

## 5. Local Interfaces and Third-Party Software

Where the Software provides them, it exposes local interfaces on your device for game and application integration, so that games and other applications can send haptic commands to it. Applications that use these interfaces are third-party software, not part of the Software.

The Software may also display, link to or make available third-party content and services. bHaptics is not responsible for third-party content or services, their accuracy, legality or quality, and you use them at your own risk and subject to the third party's own terms.

## 6. Devices and Firmware

The Software connects to bHaptics devices over Bluetooth or USB and may install firmware updates on connected devices. Do not disconnect or power off a device during a firmware update. Device firmware is licensed, not sold, and its use is subject to this Agreement.

## 7. Game Detection and Local Monitoring

Where the Software activates haptics automatically for games, it performs the following monitoring on your device:

- it scans for installed games, including through game store and launcher records on your system;
- it detects which processes are running in order to start and stop haptic playback and profiles;
- when you enable input-triggered features, it observes keyboard and mouse input system-wide to trigger haptic patterns.

This monitoring runs locally on your device. The Software does not transmit the content of your keystrokes to bHaptics. Input-triggered features that observe keyboard and mouse input are off by default and are used only if you enable them. Where the Software offers a per-game setting for automatic activation, you may turn it off. Some of these capabilities require operating system permissions, and some require the Software to run with elevated privileges.

## 8. Audio to Haptics and On-Device AI

Where the Software provides Audio to Haptics features, it captures audio output from your system or from a selected application and converts it into vibration locally on your device. AI-assisted Audio to Haptics additionally runs machine learning inference on that audio on your device.

Captured audio is processed on your device and is not transmitted to bHaptics for these features. Inference models may be downloaded from bHaptics servers and are licensed to you only for use inside the Software, subject to Section 2.

## 9. Game Modifications

Where the Software provides this, it can help you install haptic modifications ("mods") for third-party

games. Mods and the game files they change are not part of the Software.

Installing or running a mod may violate the terms of service of the game or trigger its anti-cheat system, which can result in penalties including suspension or termination of your game account. You choose whether to use these features and you accept that risk. bHaptics is not responsible for any consequence arising from your use of mods or of any feature that runs alongside a game's anti-cheat system.

## 10. Analytics, Diagnostics and Log Reports

The Software sends usage statistics and diagnostic data, including crash reports and session analytics, to bHaptics and its service providers to operate and improve the Software. This data includes your account identifier and information about your device. The specific items transmitted and their nature are described in the bHaptics Privacy Policy published at [www.bhaptics.com](http://www.bhaptics.com). Where the Software offers a setting for usage statistics and diagnostic data, you may turn it off, and turning it off stops all of these transmissions.

Log files stay on your device unless you choose to send a log report; when you do, the report includes device and operating system information and app activity records, with your user name in file paths and device identifiers masked where detected.

Records of your acceptance of this Agreement are kept as evidence of the agreement between you and bHaptics. They are retained regardless of the usage statistics setting, and are not covered by that setting.

## 11. Updates, Pre-Release and Experimental Features

bHaptics may provide patches, bug fixes, updates and upgrades ("Updates"), which the Software may install automatically. Updates may add, change or remove features, and bHaptics has no obligation to provide Updates or to keep any particular feature available. Updates form part of the Software and are subject to this Agreement.

Pre-release channels, experimental features and developer features are provided for evaluation only, may be unstable or incomplete, and may be changed or removed at any time.

## 12. Open Source Components

The Software includes open source components. Those components are provided under their own licenses, which are listed in the Software, and those licenses govern your use of the components to the extent they conflict with this Agreement.

## 13. Health and Safety

bHaptics devices produce vibration and other tactile feedback. Read and follow the health and safety information in the manual and safety notice for your device before use. The Software and bHaptics devices are not medical devices and are not intended to diagnose, treat or prevent any condition. Stop using them and consult a physician if you experience discomfort, pain, dizziness or any adverse reaction. Choose intensity settings appropriate for you and supervise use by minors.

Where the Software provides features in which haptics are triggered by input from third parties, you are responsible for whether to enable them and for the intensity limits, and you may stop them or disconnect your device at any time.

## 14. Intellectual Property and Feedback

The Software, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights in it, is and remains the exclusive property of bHaptics and its licensors. This Agreement grants you no rights other than the license in Section 1.

If you send bHaptics feedback, comments or suggestions about the Software, bHaptics may use them for any purpose without obligation or compensation to you. This does not affect your ownership of Your Content under Section 4.

## 15. Term and Termination

This Agreement takes effect when you accept it or first use the Software, and remains in effect until terminated.

You may terminate it at any time by uninstalling the Software and deleting all copies. bHaptics may terminate it if you materially breach it and, where the breach is curable, fail to cure it within a reasonable period after notice.

On termination you must stop using the Software and delete all copies. Sections 4, 10, 14, 16, 17 and 19 survive termination.

## 16. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Software is provided "AS IS" and "AS AVAILABLE", with all faults and without warranty of any kind. bHaptics disclaims all implied warranties, including merchantability, fitness for a particular purpose, title and non-infringement, and does not warrant that the Software will meet your requirements, be compatible with any particular game, application, audio device, headset or operating system version, operate without interruption or error, or that any defect will be corrected.

Some jurisdictions do not allow the exclusion of implied warranties, so some of these exclusions may not apply to you.

## 17. Limitation of Liability

To the maximum extent permitted by applicable law, bHaptics and its suppliers shall not be liable for any indirect, incidental, special or consequential damages, or for lost profits, lost data or business interruption, arising out of or related to the Software, third-party software or third-party hardware used with it.

bHaptics' total liability under this Agreement is limited to the amount you paid for the Software, if any.

Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, for fraud, or for willful misconduct.

## 18. Consumer Rights

If you are a consumer, this Agreement does not affect the statutory rights you have under the mandatory consumer protection law of your country of residence, and any term of this Agreement applies only to the extent that law allows.

## 19. Governing Law

This Agreement is governed by the laws of the Republic of Korea, excluding its conflict of law rules. If you are a consumer resident elsewhere, this does not deprive you of the protection of the mandatory law of your place of residence.

## 20. General

bHaptics may modify this Agreement for legal, technical or operational reasons. Where the Software asks you to accept the modified Agreement, the modified Agreement applies to you from the time you accept it.

Otherwise, bHaptics will give notice before the modified Agreement takes effect. Where the modification adversely affects your use of the Software, bHaptics will give notice on a durable medium at least 30 days before it takes effect, and you may terminate this Agreement under Section 15 before it takes effect. Your continued use of the Software after it takes effect constitutes acceptance.

If any provision of this Agreement is held unenforceable, it will be interpreted to achieve its intent to the greatest extent permitted by law and the remaining provisions will stay in effect. A failure to enforce a right is not a waiver of it.

This Agreement, together with the bHaptics Terms and Conditions and Privacy Policy where they apply, is the entire agreement between you and bHaptics regarding the Software and supersedes any prior agreement on that subject. Additional terms may apply to other bHaptics products and services.

## 21. Contact

If you have questions about this Agreement, contact bHaptics through the support channels listed at [www.bhaptics.com](http://www.bhaptics.com).