



**DAQRI SMART GLASSES  
END USER LICENSE AGREEMENT**

**Date: October 10, 2018**

IMPORTANT – READ THESE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (AS AMENDED FROM TIME TO TIME, THESE “TERMS”) CAREFULLY BEFORE SELECTING THE “I ACCEPT” BUTTON OR DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE DAQRI SOFTWARE. BY SELECTING THE “I ACCEPT” BUTTON OR DOWNLOADING, INSTALLING, ACCESSING OR OTHERWISE COPYING OR USING ALL OR ANY PORTION OF THE DAQRI SOFTWARE, YOU REPRESENT AND WARRANT THAT YOU 18 YEARS OR OLDER AND YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, (A) DO NOT USE YOUR DAQRI SMART GLASSES AND RETURN THEM TO THE DAQRI ENTITY FROM WHOM YOU PURCHASED THEM WITHIN THIRTY (30) DAYS OF PURCHASE; (B) DO NOT INSTALL OR USE THE DAQRI SOFTWARE; AND (C) DELETE OR DISABLE ANY DOWNLOADED COPY OF THE DAQRI SOFTWARE IN YOUR POSSESSION OR CONTROL.

**IMPORTANT: BELOW ARE TERMS RELATED TO OUR ABILITY TO UPDATE OR MODIFY THESE TERMS.**

EXCEPT TO THE EXTENT THAT DAQRI (DEFINED BELOW) IS EXPRESSLY PRECLUDED BY APPLICABLE LAW, DAQRI MAY AMEND, CHANGE, ADD, REMOVE OR OTHERWISE MODIFY (“MODIFY”, AND EACH SUCH MODIFICATION, A “MODIFICATION”) THESE TERMS AT ANY TIME, AT ITS SOLE DISCRETION, AFTER PROVIDING REASONABLE NOTICE OF SUCH MODIFICATION, INCLUDING WITHOUT LIMITATION (I) BY POSTING REVISED TERMS ON ITS WEBSITE AT THE FOLLOWING URL: [www.DAQRI.com/legal](http://www.DAQRI.com/legal), (II) BY SENDING NOTICE TO THE ACCOUNT REGISTERED WITH THE DAQRI SMART GLASSES (DEFINED BELOW) OR THE EMAIL ADDRESS REGISTERED WITH DAQRI FOR YOUR ACCOUNT AS OF THE TIME THAT DAQRI PROVIDES SUCH NOTIFICATION, OR (III) BY PROVIDING NOTICE WITHIN ONLINE SERVICES OR BY MESSAGING LINKED TO THE ACCOUNT OF THE DAQRI SMART GLASSES OR DAQRI SOFTWARE (DEFINED BELOW). AFTER DAQRI HAS PROVIDED SUCH NOTICE, DAQRI MAY ALSO SEEK YOUR AFFIRMATIVE CONSENT TO BE BOUND BY SUCH MODIFIED TERMS. IF YOU AFFIRMATIVELY CONSENT TO BE BOUND BY SUCH MODIFIED TERMS, THEN SUCH UPDATED TERMS WILL BE EFFECTIVELY IMMEDIATELY UPON YOUR CONSENT. IF YOU DO NOT GIVE OR ARE NOT ASKED TO GIVE AFFIRMATIVE CONSENT TO ANY MODIFIED TERMS BUT CONTINUE TO USE THE SOFTWARE OR ONLINE SERVICES, OR DOWNLOAD, INSTALL, ACCESS OR COPY OR USE ALL OR ANY PORTION OF THE SOFTWARE, YOU

ACKNOWLEDGE AND AGREE THAT YOU HAVE CONSENTED TO ALL SUCH MODIFIED TERMS AND SUCH MODIFIED TERMS WILL BE EFFECTIVE THIRTY (30) CALENDAR DAYS AFTER THE DATE UPON WHICH THEY ARE INITIALLY POSTED AT [www.DAQRI.com/legal](http://www.DAQRI.com/legal). IF DAQRI INTENDS TO APPLY ANY CHANGES RETROACTIVELY TO THESE TERMS, DAQRI WILL PROVIDE YOU WITH NOTICE OF SUCH RETROACTIVE CHANGES BY EMAIL. NO MODIFICATION TO THESE TERMS SHALL APPLY TO ANY DISPUTE OF WHICH DAQRI HAD ACTUAL NOTICE BEFORE THE DATE OF THE MODIFICATION. IF DAQRI REVISES THESE TERMS AND SEEKS YOUR CONSENT TO BE BOUND BY SUCH REVISED TERMS AND YOU DO NOT AGREE TO BE BOUND BY SUCH REVISED TERMS BEFORE USING THE DAQRI SOFTWARE, ONLINE SERVICES AND DAQRI SMART GLASSES AGAIN, THEN NOTWITHSTANDING ANYTHING TO THE CONTRARY, DAQRI RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT AND USE OF THE ONLINE SERVICES. DAQRI MAY ALSO TERMINATE THIS AGREEMENT, EFFECTIVE IMMEDIATELY UPON NOTICE, OR MAY SUSPEND YOUR RIGHTS TO USE ANY OF THE DAQRI SOFTWARE AND ONLINE SERVICES IF YOU FAIL TO ACCEPT ANY MODIFIED TERMS TO THIS AGREEMENT AND DAQRI REASONABLY BELIEVES THAT YOUR CONTINUED EXERCISE OF RIGHTS UNDER THIS AGREEMENT WITHOUT SUCH MODIFICATIONS WILL CAUSE DAQRI OR YOU HARM, OR IS UNLAWFUL. IF AT ANY TIME YOU DO NOT AGREE TO ANY PROVISION OF THE THEN-CURRENT VERSION OF THESE TERMS, YOUR RIGHT TO USE THE ONLINE SERVICE WILL IMMEDIATELY TERMINATE, AND YOU MUST IMMEDIATELY STOP USING THE ONLINE SERVICES. FOR ADDITIONAL TERMS RELATING TO MODIFICATIONS TO OTHER DAQRI AGREEMENTS AND USAGE GUIDELINES, SEE SECTION 29, BELOW.

This End User License Agreement (the “Agreement”), together with any additional terms provided to you in connection with your use of the DAQRI Smart Glasses or DAQRI Software (collectively, “Additional Terms”), governs your access to, and use of, the DAQRI Smart Glasses and DAQRI Software. If there is a conflict between the terms in this Agreement and the Additional Terms, the Additional Terms will govern. This Agreement is between (1) you and DAQRI, LLC, if the shipping address specified in the quote or order from for your DAQRI Smart Glasses is in the United States, or (2) you and DAQRI International, Ltd., if the shipping address specified in the quote or order acknowledgment for your DAQRI Smart Glasses is outside the United States (the respective DAQRI entity to be referred to hereinafter as “DAQRI,” “we” or “our”).

## 1. DEFINITIONS

- 1.1. “**Analytic Data**” means (1) data that is based upon analyzing or results from capturing, storing or processing User Generated Content; (2) metadata; (3) technical information; and (4) analytic, usage, diagnostic or demographic data.
- 1.2. “**Captured Analytic Data**” is a sub-category of Analytic Data and shall have the meaning set forth in in in Section 1.3 below.
- 1.3. “**Captured Content**” means all of the following: (i) any Analytic Data that is collected by DAQRI (everything in preceding (i) is “**Captured Analytic Data**”) and (ii) any User Generated Content that is transmitted to DAQRI through a feature or service designed specifically for such transmission (everything in preceding (ii) is “**Captured UGC**”).

- 1.4. **“Captured UGC”** is a sub-category of User Generated Data and shall have the meaning set forth in in Section 1.3 above.
- 1.5. **“Collected Content”** has the meaning set forth in Section 14 below.
- 1.6. **“Content”** means User Generated Content, and Captured Content.
- 1.7. **“DAQRI Privacy Policy”** has the meaning set forth in Section 14.
- 1.8. **“DAQRI Smart Glasses”** means the DAQRI branded wearable augmented reality hardware that DAQRI specified in your purchase documentation entered into with DAQRI.
- 1.9. **“DAQRI Software”** means software (source code and object code), firmware, applications, simulators, tools, libraries, data and files that are part of any of (i) the Preinstalled Software; and (ii) the Downloaded Software.
- 1.10. **“Downloaded Software”** means any software provided by DAQRI that is designed to work with DAQRI Smart Glasses such as, by way of example and without limitation: (a) applications that run on the operating system for DAQRI Smart Glasses; and (b) updates or upgrades to Preinstalled Software or operating system for DAQRI Smart Glasses.
- 1.11. **“Fees”** has the meaning set forth in Section 7 below.
- 1.12. **“Mandatory Updates”** has the meaning set forth in Section 16 below.
- 1.13. **“Online Services”** means any services, online services, portal or website provided by or made available by DAQRI to assist, facilitate or in connection with your use of Software or DAQRI Smart Glasses.
- 1.14. **“Open Source License”** means any of GNU General Public License (“GPL”), Affero General Public License (“AGPL”), Lesser General Public License (“LGPL”), European Union Public License (“EUPL”), Apple Public Source License (“APSL”), Common Development and Distribution License (“CDDL”), IBM Public License (“IPL”), Eclipse Public License (“EPL”), Mozilla Public License (“MPL”) or any other license generally considered to be an open source license.
- 1.15. **“Open Source Software”** shall mean any software that is considered open source software or is licensed for use pursuant to an Open Source License.
- 1.16. **“Open Source Terms”** has the meaning set forth in Section 11 below.
- 1.17. **“Platform Service Agreement Tools”** means the development tools accessible through the developer portal at developer.daqri.com used to create applications for DAQRI Smart Glasses.
- 1.18. **“Preinstalled Software”** means all software pre-installed on DAQRI Smart Glasses or the DAQRI software for a personal computer, tablet or any other personal computing device but excluding any Third-Party Application.

- 1.19. **“PSA Terms”** has the meaning set forth in Section 3.3 below.
  - 1.20. **“Safety Guidelines”** has the meaning set forth in Section 2 below.
  - 1.21. **“Software”** means any software (source code and object code), firmware, applications, simulators, tools, libraries, data and files that are part of any of the DAQRI Software and/or Third-Party Applications.
  - 1.22. **“Suggestions and Feedback”** has the meaning set forth in Section 15 below.
  - 1.23. **“Supplemental Terms”** has the meaning set forth in Section 30.2 below.
  - 1.24. **“Support Services”** has the meaning set forth in Section 13 below.
  - 1.25. **“Term”** has the meaning set forth in Section 17 below.
  - 1.26. **“Third-Party Applications”** means any software licensed or provided to you someone other than DAQRI or any of its affiliates that is built using the DAQRI Smart Glasses API and specifically designed to work with the DAQRI Smart Glasses.
  - 1.27. **“Third-Party Services”** has the meaning set forth in Section 12 below.
  - 1.28. **“Usage Guidelines”** means Safety Guidelines and any other guidelines for use of DAQRI Smart Glasses.
  - 1.29. **“User Generated Content”** means the content that is not Analytic Data (such as photographs or videos) that you cause the DAQRI Smart Glasses to store or transmit.
2. **SAFETY AND USE; EXPLICIT LIMITATIONS.** THE SOFTWARE AND DAQRI SMART GLASSES SHOULD ONLY BE USED IN CONJUNCTION WITH YOU HAVING TAKEN ALL REASONABLE SAFETY PRECAUTIONS TO ENSURE THAT THE SOFTWARE AND DAQRI SMART GLASSES CAN BE USED IN A SAFE MANNER. USE OF THE SOFTWARE OR DAQRI SMART GLASSES MAY DISTRACT YOU FROM, INCLUDING BUT NOT LIMITED TO, VIEWING OR AVOIDING ENVIRONMENTAL HAZARDS, MOVING OBJECTS OR OTHER OBSTACLES. FURTHERMORE, SOFTWARE AND DAQRI SMART GLASSES ARE NOT INTENDED TO BE USED WHILE DRIVING OR PARTICIPATING IN ANY OTHER ACTIVITIES WHERE YOU MAY NOT BE ABLE TO ADEQUATELY PROTECT YOURSELF AGAINST SUCH HAZARDS OR OBJECTS. THERE ARE IMPORTANT HEALTH AND SAFETY WARNINGS AND INSTRUCTIONS THAT YOU MUST READ BEFORE USING DAQRI SMART GLASSES. THESE HEALTH AND SAFETY WARNINGS AND INSTRUCTIONS ACCOMPANY THE PRODUCT IN THE BOX IN WHICH IT WAS DELIVERED. THE MOST CURRENT VERSION OF THESE WARNINGS AND INSTRUCTIONS ALONG WITH OTHER SAFETY GUIDELINES THAT YOU AGREE TO MEET WHENEVER USING DAQRI SMART GLASSES AND SOFTWARE ARE AVAILABLE ON DAQRI’S WEBSITE VIA A LINK AT [WWW.DAQRI.COM/LEGAL](http://WWW.DAQRI.COM/LEGAL) (“**SAFETY GUIDELINES**”). YOU ACKNOWLEDGE THAT YOU MUST COMPLY WITH SAFETY GUIDELINES AT ALL TIMES. SAFETY GUIDELINES MAY BE UPDATED FROM TIME TO TIME. BY USING DAQRI SMART GLASSES, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND THESE WARNINGS AND INSTRUCTIONS.

ADDITIONAL HEALTH AND SAFETY WARNINGS AND INSTRUCTIONS MAY BE PROVIDED BY THIRD-PARTY LICENSORS IN RELATION TO THEIR PRODUCTS AND SERVICES.

YOU ACKNOWLEDGE THAT YOU ARE PROHIBITED FROM USING DAQRI SMART GLASSES FOR ANY MILITARY END USE AND YOU AGREE NOT TO USE DAQRI SMART GLASSES TO SUPPORT ANY MILITARY END USE SUCH AS BY EXAMPLE ONLY, INCORPORATING DAQRI SMART GLASSES INTO A MILITARY ITEM DESCRIBED ON THE U.S. MUNITIONS LIST OF THE WASSENAAR MUNITIONS LIST, OR INTO COMMODITIES CLASSIFIED UNDER U.S. COMMERCE CONTROL LIST "600" SERIES ECCN, ECCN ENDING IN "A018," OR ECCN "0A919," OR ANY COMMODITY THAT IS DESIGNED FOR THE DEVELOPMENT, PRODUCTION, USE OR DEPLOYMENT OF MILITARY COMMODITIES (REGARDLESS OF COUNTRY OF ORIGIN) THAT ARE DESCRIBED ON THE U.S. MUNITIONS LIST OR THE WASSENAAR MUNITIONS LIST, OR CLASSIFIED UNDER ANY U.S. COMMERCE CONTROL LIST "600" SERIES ECCN, OR ECCN ENDING IN "A018," OR ECCN "0A919.

### 3. LICENSE.

3.1. General License Grant. During the Term of this Agreement and subject to the terms and conditions of this Agreement, DAQRI grants to you a limited, revocable, non-sublicensable, non-transferable, non-exclusive license to (a) use the Preinstalled Software only as pre-installed in your DAQRI Smart Glasses, (b) to install and use Downloaded Software only in object code form on your computer or DAQRI Smart Glasses (for Downloaded Software intended to be downloaded onto DAQRI Smart Glasses); in each case only for commercial purposes in compliance with the current Safety Guidelines; and (c) access Online Services for the limited purpose of facilitating use of DAQRI Smart Glasses.

3.2. Downloaded Software Additional Terms. Certain Downloaded Software may require that You agree to be bound by additional terms and conditions in order to use such Downloaded Software and such additional terms and conditions may be presented to you in the form of a "click-through" license or through other means seeking your consent to be bound by such additional terms and conditions.

3.3. PSA Terms. If Customer has obtained rights to use Platform Service Agreement Tools, Customer and Authorized End Users may use such Platform Service Agreement Tools if each Authorized End User obtains a developer account and agrees to be bound by the terms at [daqri.com/legal/psa-dsg](http://daqri.com/legal/psa-dsg) ("PSA Terms"). To the extent of any conflict between the terms of this Agreement and the PSA Terms, the terms of this Agreement shall control.

4. **THIRD-PARTY APPLICATIONS.** Third-Party Applications may display, include, collect, or make available, content, data, information, applications or materials from third parties. You acknowledge and agree that:

- a. DAQRI is not responsible for the availability or performance of any Third-Party Application, and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such application;
- b. Your use of any Third-Party Application is governed by such Third-Party Application provider's terms of use, license agreement, privacy policy, and/or other such agreement; and that any such information or personal data you provide, whether knowingly or unknowingly, to a Third-Party Application provider, will be subject to such provider's privacy policy, if such policy exists;
- c. Any claims you might have related to the Third-Party Application shall be against such third party and not against DAQRI;
- d. Additional health and safety warnings may be provided by a Third-Party Application provider through, or prior to, your use of a Third-Party Application. You represent and warrant that you have read and understood any such warnings before using any Third-Party Application;
- e. Any use of a Third-Party Application is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and efforts is with you;
- f. You may be required to pay additional fees for use of Third-Party Applications and such fees may be payable to either DAQRI or the third-party licensing rights to use Third-Party Applications;
- g. DAQRI reserves the right to require that you purchase certain rights from DAQRI (such as by example only, the use of certain enabling software) in order to use certain Third-Party Applications or features of such Third-Party Applications; and
- h. Third-Party Applications may not provide any functionality, or certain functionality for Third-Party Applications may not be fully operational, unless you also obtain the rights to use other hardware or software;

DAQRI EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WITH RESPECT TO CONTENT COLLECTED BY THIRD-PARTIES THROUGH A THIRD-PARTY APPLICATION.

## 5. INTELLECTUAL PROPERTY RIGHTS, ONLINE SERVICES, AND CONTENT.

- 5.1. Ownership. DAQRI, its affiliates, and/or licensors own all title, copyright and other intellectual property rights in the Online Services, DAQRI Software and DAQRI Smart Glasses (and all rights embodied therein), and reserve all rights not expressly granted to You in this Agreement. The Online Services, DAQRI Software and DAQRI Smart Glasses are protected by copyright and other intellectual property laws and treaties.
- 5.2. Online Services. Online Services may be revised at any time. Use of any particular Online Services may require you to agree to additional terms or acknowledge additional warnings or disclaimers prior to using such Online Services. DAQRI may suspend access to, or use of, Online Services at any time for maintenance or security

purposes. Online Services access may require use of a password or an account and you agree to take all reasonable measures to safeguard your password and to prevent unauthorized access to or use of any such account.

- 5.3. Software Licenses. You acknowledge and agree that the DAQRI Software is provided to you under license, and is not sold to you. You further acknowledge and agree that you have not acquired any ownership interest in the DAQRI Software or documentation under this Agreement, or any other rights thereto other than to use the DAQRI Software in accordance with the license granted, and subject to all terms, conditions and restrictions of this Agreement. DAQRI, its affiliates, and licensors reserve and shall retain their entire right, title and interest in and to the DAQRI Software and all intellectual property rights in or arising out of or relating to the DAQRI Software, except as expressly granted to the you in this Agreement.
- 5.4. User Generated Content; License to Captured UGC. You may use features of your DAQRI Smart Glasses to capture or store User Generated Content such as photographs or videos and such use is subject to the terms and conditions of this Agreement. You represent and warrant that you have all rights and licenses necessary to use DAQRI Smart Glasses to input or store User Generated Content. You grant DAQRI and its affiliates and service providers a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, and display the Captured UGC. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Captured UGC. Without limiting the foregoing, You represent and warrant that You have all rights necessary to distribute the Captured UGC to DAQRI and use and authorize others to use the Captured UGC in connection with the Online Services and Developer Application, and that all Captured UGC will comply with all applicable laws and regulations.
- 5.5. Analytic Data. You acknowledge that DAQRI owns all rights in Analytic Data and to the extent you have any rights or ownership in any Analytic Data, you assign all such rights title and interest in such Analytic Data to DAQRI. You hereby give all consents necessary for DAQRI to capture, use and collect Analytic Data.
- 5.6. Captured UGC. DAQRI may remove, delete or take steps to prevent DAQRI from handling or receiving any Captured UGC if DAQRI reasonably believes the collection or use of such Captured UGC is unlawful or will cause harm to DAQRI, You or our service providers.
- 5.7. Copyright Notices; Complaints. It is DAQRI's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). To review DAQRI's DMCA procedures, please go to DAQRI's "Copyright Page" located at DAQRI.com/legal. DAQRI reserves the right to terminate without notice any user's access to the DAQRI Smart Glasses, Online Services, Support Services, and/or other or related services if that user is determined by DAQRI to be a "repeat infringer." In addition, DAQRI accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Any notice submitted under this Section 5.7 must be submitted by the copyright owner or an agent authorized to act on the copyright owner's behalf.

6. **DAQRI SMART GLASSES LIMITATIONS.** You agree not to:

- 6.1. work around any technical limitations in the Online Services or Software to circumvent technical measures employed to control access to or the rights in the Online Services or Software or to control access to certain third-party software or services;
- 6.2. use the Online Services or Software in conjunction with any device, program or service to circumvent technical measures employed to control access to or the rights in the Online Services or Software;
- 6.3. reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Online Services or Software, except and only to the extent that applicable law expressly permits, despite this limitation;
- 6.4. modify or make any derivative works of the Online Services or Software, in whole or in part;
- 6.5. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Online Services or Software, including any copy thereof;
- 6.6. capture or store User Generated Content in an unlawful manner;
- 6.7. capture or store User Generated Content that is infringing, obscene, pornographic, threatening, defamatory, libelous, violative of third-party privacy rights, or tortious;
- 6.8. use Online Services or the Software to infringe the rights of DAQRI, its affiliates or any third party, or in any way that does not comply with all applicable laws;
- 6.9. use Online Services, DAQRI Smart Glasses or Software in any manner that could disable, overburden, damage, or impair the use of Online Services, or interfere with any other party's use of the DAQRI Smart Glasses or Software;
- 6.10. use any robot, spider or other automatic device, process or means to access the Online Services;
- 6.11. introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful to the Online Services, DAQRI Smart Glasses or Software;
- 6.12. distribute, transfer, disclose publish, rent, lease, lend, sublicense, or otherwise provide the Online Services or Software to any third party;
- 6.13. attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Online Services, DAQRI Smart Glasses or Software;
- 6.14. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs unless approved by DAQRI in writing;
- 6.15. engage in use of the DAQRI Software on a personal computer, except for the sole purpose of downloading and installing such Software onto the DAQRI Smart Glasses;



- 6.16. use the Online Services or Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments;
  - 6.17. use the DAQRI Smart Glasses in a manner inconsistent with Usage Guidelines;
  - 6.18. use the Online Services or Software in violation of any law, regulation or rule, including but not limited to stalking, harassing, harming, threatening to harm, or invading the privacy of any individual. You are solely responsible for complying with any laws, orders, rules and regulations and laws of any jurisdiction applicable to your use of DAQRI Smart Glasses; and
  - 6.19. make any use of the Online Services or Software in any manner not permitted by this Agreement.
7. **FEES AND PAYMENT; SECURITY INTEREST.** You agree to pay the applicable fees and amounts for use of the DAQRI Smart Glasses, DAQRI Software, and Online Services set forth in the applicable purchase agreement or terms for the DAQRI Smart Glasses and/or certain Online Services (the "Fees"). You acknowledge that any failure to pay applicable Fees may result in DAQRI limiting access to or not delivering certain DAQRI Smart Glasses, DAQRI Software, and/or Online Services. If you purchase DAQRI Smart Glasses under a subscription or other programs where your payments are in multiple installments, you hereby grant DAQRI a security interest in DAQRI Smart Glasses and DAQRI may file a financing statement for the security interest and you shall execute any statements or other documentation necessary to perfect DAQRI's security interest. You also authorize DAQRI to execute, on your behalf, statements or other documentation necessary to perfect such security interest. DAQRI is entitled to all applicable rights and remedies of a secured party under applicable law. You agree that should you fail to make payments owed on a subscription or installment basis, that you will return the DAQRI Smart Glasses in your possession upon DAQRI's request.
  8. **COMPLIANCE MEASURES.** You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to any technological copy protection, usage limitation or other security features that may be contained in the DAQRI Smart Glasses, Online Services or Software and that are designed to prevent unauthorized use of the DAQRI Smart Glasses, Online Services or Software.
  9. **TRADEMARKS AND IP NOTICES.** You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in DAQRI Smart Glasses. "DAQRI," "DAQRI Smart Glasses," "DAQRI Compute Pack," and the DAQRI logo are trademarks or registered trademarks of DAQRI, LLC or its affiliates. All other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners and may not be used without permission of the applicable trademark holder.
  10. **ADDITIONAL PAYMENT OBLIGATIONS AND FEATURES.** You acknowledge that you may need to pay additional fees based upon your level of use of certain DAQRI Software or Third-Party Applications. Failure to pay such additional fees may limit your ability to use or access certain features of DAQRI Software or Third-Party Applications.
  11. **OPEN-SOURCE SOFTWARE; OTHER THIRD-PARTY SOFTWARE; AND SOFTWARE USE RESTRICTIONS.** DAQRI Software may include Open Source Software

that is subject to the terms of a respective Open Source License (collectively, “**Open Source Terms**”). Your use of the Software is subject to any Open Source Terms governing such Open Source Software included in the Software. Any Software that includes Open Source Software is provided to you on an “AS IS” basis to the maximum extent permitted by applicable law. Please see the applicable DAQRI Smart Glasses documentation (including license files, header files, read-me files or source code) for details. In the event of any conflict between the terms of this Agreement (including any addenda) and the Open Source Terms, the Open Source Terms will control solely with respect to the Open Source Software governed by such Open Source Terms. The provisions of this section shall survive the termination of this Agreement. You acknowledge that any notices, licenses or materials that must be provided to you under Open Source Terms may be provided by posting such notices, licenses or materials at a link referenced at [www.DAQRI.com/legal](http://www.DAQRI.com/legal).

12. **THIRD-PARTY SERVICES.** Any of the DAQRI Software and DAQRI Smart Glasses may allow, or require, the use of services that are provided by third parties, including but not limited to servers/cloud hosting services (“**Third-Party Services**”). You acknowledge and agree that such Third-Party Services are not under DAQRI’s control, that DAQRI is not responsible or liable for the availability or accuracy of such Third-Party Services, and that you assume sole responsibility and all risk arising from your use of any such Third-Party Services. You may be required to agree to additional terms and conditions, pay additional amounts or be provided with certain notices before or as a condition of using or gaining access to Third-Party Services and any such additional terms and conditions and notices that DAQRI is required to provide to you will be posted or available for a viewing at a link referenced at [www.DAQRI.com/legal](http://www.DAQRI.com/legal). It is your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims you might have with respect to Third-Party Services shall be against such third party and not against DAQRI. Additional health and safety warnings may be provided through or prior to your use of Third-Party Services. You represent and warrant that you have read and understood these warnings before using any Third-Party Services.
  
13. **SUPPORT SERVICES AND YOUR DATA.** DAQRI may provide itself, or arrange for third parties to provide, technical support regarding use of DAQRI Smart Glasses, Online Services or any of the DAQRI Software (“**Support Services**”). In the event that you are required to provide your DAQRI Smart Glasses to DAQRI or someone designated by DAQRI for technical support or warranty related reasons, you are required to remove all User Generated Content from your DAQRI Smart Glasses, prior to submitting such DAQRI Smart Glasses and DAQRI IS NOT RESPONSIBLE FOR ANY RETENTION OR PROTECTION OF ANY USER GENERATED CONTENT ON THE DAQRI SMART GLASSES THAT ARE SUBMITTED FOR SUPPORT SERVICES OR WARRANTY RELATED REASONS. YOU ARE SOLELY RESPONSIBLE TO BACK UP ANY SUCH USER GENERATED CONTENT ON DAQRI SMART GLASSES THAT ARE SUBMITTED FOR TECHNICAL SUPPORT OR WARRANTY RELATED ISSUES. Notwithstanding the foregoing, if certain Support Services require DAQRI to have access to or receive any User Generated Content in order for DAQRI to provide Support Services, you grant DAQRI a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free and fully sublicensable right to use, reproduce, display, store, adapt and distribute any User Generated Content solely as necessary for DAQRI providing such Support Services to you. We have the right to remove any of your User Generated Content from any DAQRI Smart Glasses we may have access to while providing Support Services at our sole discretion. The nature and scope of Support Services may be changed by DAQRI at any time and no particular level of Support Services is promised herein.

14. **COLLECTION AND USE OF INFORMATION.** You acknowledge that DAQRI may collect and store (a) Analytic Data, (b) Captured Content and (c) any data provided to or obtained by DAQRI in connection with ordering, registering, activating, updating, auditing, or monitoring installation of and access to the DAQRI Software ((a), (b) and (c) collectively referred to herein as “**Collected Content**”). You agree that DAQRI and its affiliates may use Collected Content in accordance with DAQRI’s the current privacy policy, which is located at <http://daqri.com/legal> (the “**DAQRI Privacy Policy**”), and for any purpose related to any use of the DAQRI Software, including, but not limited to (i) improving the performance of any aspect of the DAQRI Software or developing updates, and (ii) verifying your compliance with the terms of this Agreement and enforcing our rights. Information collected by us may be stored and processed in the United States or any other country in which we or our affiliates, agents or contractors maintain facilities. If you are (i) accessing the Software and/or Online Services from, or (ii) using the DAQRI Smart Glasses in, the European Union or other regions with laws governing data collection and use, you agree to the transfer of data to the United States and to processing globally. You are solely responsible for securing any privacy-related rights and permissions from any users of the DAQRI Smart Glasses, Online Services and the Software as may be required by applicable law or by your internal policies. You agree that you will not collect any Content that relates to any child under thirteen (13) years old. Without limiting the generality of the foregoing, you acknowledge and agree that: (y) DAQRI may provide information and data, including, without limitation, information and data about your use of DAQRI Smart Glasses, Online Services, Support Services and/or the Software, or the Third-Party Services, to DAQRI affiliates and other third parties in connection with the provision, maintenance, administration or usage of the DAQRI Smart Glasses, the Software or the Third-Party Services, or in connection with enforcement of any agreements relating thereto; and (z) DAQRI may make cross-border transfers of such information and data, including to jurisdictions with privacy or data protection laws that are less protective than the jurisdiction in which you are located. You acknowledge and agree that the foregoing policies may be changed from time to time by DAQRI. The provisions of this Section 14 may be superseded by the DAQRI Privacy Policy and in the event of any conflict between the terms of this Section 14 and the DAQRI Privacy Policy, the terms of the DAQRI Privacy Policy shall control.
15. **PRODUCT SUGGESTIONS, REQUESTS AND FEEDBACK.** If you provide DAQRI with any information, enhancement requests, recommendations, help, bug-reports, results, comments or suggestions regarding any of DAQRI Smart Glasses or any Software (collectively, “**Suggestions and Feedback**”), Suggestions and Feedback shall not be deemed to be your confidential information. You hereby assign and agree to assign to DAQRI, all of your rights in Suggestions and Feedback, and You will take all actions reasonably requested by DAQRI to give effect to such assignment. You further acknowledge that no compensation will be provided with respect to the use of any Suggestions and Feedback you provide. The above provisions and rights granted regarding title and intellectual property rights associated with the Suggestions and Feedback shall survive termination of this Agreement.
16. **UPDATES.** DAQRI Software and/or Online Services may be updated at any time and may periodically not be available for maintenance, safety or other reasons. You agree that DAQRI may automatically check your version of any of the DAQRI Software and may automatically send you updates to any DAQRI Software. DAQRI may develop and provide any DAQRI Software updates in its sole discretion. You will be given notice, such as an email message or messaging linked to the account of the DAQRI Smart Glasses and DAQRI Software that an update is available. In some situations, an update may be required for functionality, security or safety of certain DAQRI Software and/or DAQRI Smart Glasses. If DAQRI informs you that

an update is required for any such reasons, you must install such updates (“**Mandatory Updates**”), and you must complete installation of Mandatory Updates in order to continue use of such DAQRI Software, Online Services and DAQRI Smart Glasses. In some instances, installation of Mandatory Updates may be automatic. If you block the installation of or fail to install any Mandatory Updates, DAQRI is permitted to cease providing certain Support Services and you acknowledge that certain features of certain DAQRI Software and/or the DAQRI Smart Glasses may not be available or operational. Mandatory Updates may include removing features or applications that are provided on a trial or limited time period basis. You further agree that all updates will be deemed Software under this Agreement.

## 17. TERM AND TERMINATION.

17.1. Term. This Agreement and the license granted hereunder shall remain in effect until terminated as set forth herein (the "**Term**"). The Agreement may be terminated as follows:

- a. You may terminate this Agreement at any time by ceasing to use the Software.
- b. This Agreement will automatically terminate upon your breach of any of the terms and conditions of this Agreement.
- c. DAQRI may terminate this Agreement at any time, if DAQRI reasonably believes that your continued exercise of rights under this Agreement will cause DAQRI or you harm, or is unlawful, and such termination will be effective upon notice to you.
- d. DAQRI may terminate this Agreement, effective immediately, if you file or have filed a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, you make or seek to make a general assignment for the benefit of its creditors, or you apply for, or consent to, the appointment of a trustee, receiver or custodian for a substantial part of your property.

17.2. Effect of Termination. Upon expiration or termination of this Agreement:

- a. All rights, licenses, and authorizations granted to You hereunder will immediately terminate and You will immediately cease all use of the Software and Online Services;
- b. You will return to DAQRI all DAQRI Smart Glasses hardware related to Your purchase;
- c. If You paid for the rights to use DAQRI Smart Glasses, Software, and/or Online Services on a subscription or periodic basis, You will immediately pay all amounts owed to DAQRI but not yet paid.

18. **LIMITED WARRANTY.** DAQRI PROVIDES DIFFERENT WARRANTIES FOR DAQRI SMART GLASSES DEPENDING UPON YOUR PURCHASE OPTION AND YOU MAY BE OBLIGATED TO MAKE CERTAIN PAYMENTS OR PERFORM OTHER TASKS IN ORDER TO EXERCISE ALL OF YOUR RIGHTS AND RECEIVE ALL THE BENEFITS OF SUCH WARRANTY. UNLESS EXPLICITLY STATED OTHERWISE IN YOUR WARRANTY OPTION, YOUR EXCLUSIVE REMEDY FOR DAQRI SMART GLASSES

THAT ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP WILL BE THE REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE OF THE DAQRI SMART GLASSES, AS DETERMINED BY DAQRI IN OUR SOLE DISCRETION. WARRANTY CLAIMS MUST BE SUBMITTED IN ACCORDANCE WITH DAQRI'S STANDARD PROCEDURES. YOU ARE SOLELY RESPONSIBLE TO BACK UP ANY SUCH USER GENERATED CONTENT ON A THE DAQRI SMART GLASSES THAT ARE SUBMITTED TO DAQRI FOR TECHNICAL SUPPORT OR WARRANTY RELATED ISSUES. THIS WARRANTY DOES NOT COVER DAMAGE CAUSED BY USE OF DAQRI SMART GLASSES FOR ANY PURPOSE OTHER THAN THE PURPOSE FOR WHICH THE DAQRI SMART GLASSES WERE DESIGNED OR DAMAGE CAUSED BY UNAUTHORIZED MODIFICATIONS TO THE DAQRI SMART GLASSES, OR ANY OTHER ABUSE OR MISUSE BY YOU.

19. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE LIMITED WARRANTIES EXPLICITLY GRANTED HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE ONLINE SERVICES, DAQRI SOFTWARE AND/OR THE DAQRI SMART GLASSES ARE AT YOUR SOLE RISK. THE ONLINE SERVICES, DAQRI SOFTWARE, DAQRI SMART GLASSES, DOCUMENTATION, AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DAQRI AND ITS AFFILIATES, LICENSOR(S), AND SERVICE PROVIDER(S) EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. DAQRI DOES NOT REPRESENT OR WARRANT ANY OF THE FOLLOWING: (1) THAT THE FUNCTIONS CONTAINED IN THE DAQRI SMART GLASSES OR ANY OF THE DAQRI SOFTWARE WILL MEET YOUR REQUIREMENTS; (2) THAT THE OPERATION OR OFFERING OF THE SUPPORT SERVICES, ONLINE SERVICES, DAQRI SMART GLASSES OR ANY OF THE DAQRI SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (3) THAT THE DAQRI SMART GLASSES OR ANY OF THE DAQRI SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (4) THAT THE SUPPORT SERVICES, ONLINE SERVICES, DAQRI SMART GLASSES, OR ANY OF THE DAQRI SOFTWARE WILL ALWAYS BE AVAILABLE; (5) THAT THE SUPPORT SERVICES, ONLINE SERVICES, DAQRI SOFTWARE OR THE SERVER(S) USED TO OFFER THE SUPPORT SERVICES, ONLINE SERVICES OR DAQRI SOFTWARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (6) THAT DEFECTS IN THE DAQRI SMART GLASSES, DAQRI SOFTWARE OR DOCUMENTATION WILL BE CORRECTED (7) CORRECTNESS, ACCURACY, RELIABILITY OF ANY OF THE ONLINE SERVICES, SUPPORT SERVICES, DAQRI SOFTWARE OR DAQRI SMART GLASSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DAQRI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY EXPRESS WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.
20. **CAPTURED UGC DISCLAIMER.** IF DAQRI OFFERS ANY SERVICES THAT REQUIRE DAQRI TO STORE OR KEEP COPIES OF CAPTURED UGC, DAQRI DOES

NOT REPRESENT OR WARRANT OR MAKE ANY PROMISES, EXCEPT AS REQUIRED BY APPLICABLE LAW, THAT DAQRI WILL PREVENT UNAUTHORIZED ACCESS TO OR UNAUTHORIZED COPYING OF SUCH CAPTURED UGC.

21. **WARNINGS AND NOTICES.** THE DAQRI SMART GLASSES ARE NOT DESIGNED FOR USE WITH ANY UNAUTHORIZED SOFTWARE, ACCESSORY OR “NON-DAQRI DEVICE.” USE OF THE DAQRI SMART GLASSES WITH UNAUTHORIZED SOFTWARE, ACCESSORIES OR “NON-DAQRI DEVICES” MAY CAUSE PERFORMANCE ISSUES OR DAMAGE TO THE DEVICE OR THE SERVICES. EXCEPT FOR THE MOST CURRENT CERTIFICATIONS AVAILABLE FOR VIEWING AT [WWW.DAQRI.COM/LEGAL](http://WWW.DAQRI.COM/LEGAL), THE DAQRI SMART GLASSES HAS NOT BEEN CERTIFIED FOR SAFETY. FURTHERMORE, YOU MAY NOT USE THE DAQRI SMART GLASSES IN ANY MANNER IN WHICH A MALFUNCTION COULD RESULT IN FORESEEABLE RISK OF INJURY OR DEATH TO A PERSON.
  
22. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL DAQRI, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF CONTENT; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; ANY VIRUS AFFECTING YOUR USE OF THE SOFTWARE OR THE DAQRI SMART GLASSES; DELAYS OR FAILURES IN STARTING OR COMPLETING TRANSMISSIONS OR TRANSACTIONS; LOSS OF BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; BUSINESS INTERRUPTION; PROPERTY DAMAGE; CONSUMER PROTECTION; DECEPTION; UNFAIR COMPETITION; STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OMISSION, OR OTHER TORT; OR VIOLATION OF STATUTE OR REGULATION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY USE OF, OR INABILITY TO USE, THE SOFTWARE AND/OR THE DAQRI SMART GLASSES, OR ANY OTHER PRODUCT OR SERVICES OFFERED BY DAQRI, EVEN IF DAQRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED. IN NO EVENT SHALL DAQRI’S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100) OR THE EQUIVALENT THEREOF IN ANY OTHER CURRENCY. IF APPLICABLE LAW PRECLUDES DAQRI FROM DISCLAIMING A PARTICULAR KIND OF DAMAGE OR TO CAP THE LIABILITY FOR CERTAIN TYPES OF ACTIONS OR CLAIMS, THEN THE ABOVE PROVISIONS WILL BE DEEMED AMENDED TO CONFORM WITH APPLICABLE LAW, AND THE BALANCE OF THIS SECTION SHALL REMAIN IN FULL FORCE AND EFFECT. THE PARTIES HAVE FULLY CONSIDERED AND FIND REASONABLE THE FOREGOING ALLOCATION OF RISK, AND THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

23. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless DAQRI, and its affiliates, agents, partners, suppliers and licensors, and each of our and their respective directors, officers and employees (“**DAQRI Parties**”), from and against any and all claims, losses, demands, damages, costs, liabilities and expenses (“**Claims**”) brought, imposed or claimed against any DAQRI Parties, caused by, arising out of or relating to (a) your unauthorized use of any of the Software and/or the DAQRI Smart Glasses; (b) your use of the Software and/or the DAQRI Smart Glasses that is outside the purpose, scope or manner of use authorized by this Agreement; (c) your breach or violation of any of the terms and conditions of this Agreement; (d) your violation of any rights of any third party; (e) your violation of any applicable law; or (f) your User Generated Content and any Suggestions and Feedback you provide. DAQRI must approve any settlement of any Claims.
24. **GOVERNING LAW.** Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, this Agreement and all claims arising out of the use of the DAQRI Smart Glasses are subject to the laws of the state or country listed below, without regard to choice or conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- a. North America. If the shipping address specified in the quote for your DAQRI Smart Glasses is in North America, this Agreement and all related documents and all matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the State of California, USA without regard to conflicts of law provisions. Any legal suit, action or proceeding arising out of or related to the Agreement or the licenses granted shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of Los Angeles in the State of California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
  - b. Europe, Middle East, and Africa. If the shipping address specified in the quote for your DAQRI Smart Glasses is in Europe, the Middle East or Africa, the laws of Ireland govern the interpretation of this Agreement and applies to claims for breach of it, regardless of conflicts of law principles. All other claims, including claims under consumer protection laws, unfair competition laws and in tort, will be governed by the laws of the country where you live or, for a company or other legal entity, where your principal place of business is located. You irrevocably agree to the exclusive jurisdiction and venue of the courts in Dublin, Ireland for any disputes arising out of or in connection with this Agreement. If applicable law prevents jurisdiction and venue in Dublin, Ireland, then to the maximum extent permitted by applicable law, you irrevocably agree that for any disputes arising out of or relating to this Agreement, exclusive jurisdiction and venue will be in the courts in the largest city in your country within 200 miles of where you live or, for a company or other legal entity, where your principal place of business is located.
  - c. Australia, New Zealand, and Asia (except for the Middle East). If the shipping address specified in the quote for your DAQRI Smart Glasses is in Australia, New Zealand, or Asia (except for the Middle East), any dispute, controversy or claim whatsoever arising out of, relating to or in connection with this Agreement shall be resolved by binding arbitration in accordance with the ACICA Arbitration Rules of the Australian Centre for International Commercial Arbitration. The seat of arbitration shall be Sydney, Australia.

With regards to any proceeding under (a), (b) or (c) under this Section 24, the language of the arbitration shall be English, and the number of arbitrators shall be one.

25. **MANDATORY ARBITRATION.** If you are located in, based in, have offices in, or do business in a jurisdiction in which this section is enforceable, the following mandatory arbitration provisions apply to you.

- 25.1. Dispute Resolution and Arbitration. You and DAQRI agree that any dispute, claim, or controversy between you and DAQRI arising in connection with or relating in any way to this Agreement or to your relationship with DAQRI will be determined by mandatory binding individual arbitration. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. This arbitration provision will survive termination of the Agreements.
- 25.2. Exceptions. Notwithstanding Section 25.1 above, you and DAQRI both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court (if claim is eligible for filing), (2) pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, (3) seek injunctive relief in a court of law, or (4) to file suit in a court of law to address intellectual property infringement claims.
- 25.3. Arbitration Rules. You or DAQRI may start arbitration proceedings. If you are located in, are based in, have offices in, or do business in the United States, any arbitration between you and DAQRI will be finally settled under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”) then in force (the “AAA Rules”), as modified by the Agreements. You and DAQRI agree that these Agreements affect interstate commerce, so the U.S. Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this provision (despite the choice of law provision above). Any arbitration hearings will take place at a location to be agreed upon in Los Angeles, California or New York, New York, provided that if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county of Your billing address. If you are not located in, are not based in, do not have offices in, and do not do business in the United States, any arbitration between you and DAQRI will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC”) then in force (the “ICC Rules”) by one or more arbitrators appointed in accordance with the ICC Rules and will be administered by the International Court of Arbitration of the ICC. Any arbitration will be conducted in the English language. Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, the law to be applied in any arbitration shall be the law of the State of California, United States, without regard to choice or conflicts of law principles.



- 25.4. Time for Filing. Any arbitration must be commenced by filing a demand for arbitration within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.
- 25.5. Enforceability. If the class action waiver in this section is found to be unenforceable in arbitration or if the entirety of this Section 25 is found to be unenforceable, then the entirety of this Section 25 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 24 above shall govern any action arising out of or related to the Agreements.
26. **CLASS ACTION WAIVER.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND DAQRI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and DAQRI agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
27. **COMPLIANCE WITH LAW; EXPORT REGULATIONS.** You shall comply with all national and international laws, rules and regulations that apply to the DAQRI Smart Glasses and Software and your use of the DAQRI Smart Glasses and Software, including U.S. Export Administration Regulations (to which the Software is subject), European export law, as well as end-user, end-use and destination restrictions issued by the United States and other governments. You shall not, directly or indirectly, export, re-export or release the DAQRI Smart Glasses or Software to, or make the DAQRI Smart Glasses or Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, regulations and rules applicable to your use of the DAQRI Smart Glasses and Software.
28. **RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER.** IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND/OR THE CLASS ACTION WAIVER UNDER THIS AGREEMENT, YOU MUST NOTIFY DAQRI IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO DAQRI TERMS ADMINISTRATOR, AT THE ADDRESS 1201 W. 5TH STREET, SUITE T900, LOS ANGELES, CA 90017, AND SUCH NOTICE MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) THE ACCOUNT NAME ASSOCIATED WITH THE DAQRI SMART GLASSES THAT ACCEPTED THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO (A) RESOLVE DISPUTES WITH DAQRI THROUGH ARBITRATION, AND/OR (B) NOT BE BOUND BY THE CLASS ACTION WAIVER.
29. **UPDATE TO PRIVACY POLICY AND OTHER AGREEMENTS AND GUIDELINES; CONSENT; CONFLICT.**
- 29.1. Right to Update Privacy Policy and Usage Guidelines. Except to the extent that DAQRI is expressly precluded by applicable law, DAQRI reserves the right, at our

discretion, to modify all or part of our Privacy Policy at any time by posting the modified Privacy Policy at [www.DAQRI.com/legal](http://www.DAQRI.com/legal) and by providing you with conspicuous notice, such as by sending notice to the account registered with the DAQRI Smart Glasses of such modification. You may also be given additional notice of any modifications to our Privacy Policy, such as an email message, notice within Online Services or messaging linked to the account of the DAQRI Smart Glasses and DAQRI Software. You will be deemed to have accepted such changes by continuing to use the Online Services or the DAQRI Software after receipt of such additional notices. If DAQRI intends to apply any changes retroactively to the Privacy Policy, we will provide you with notice of such retroactive changes by email. All modified versions of this Privacy Policy shall automatically be effective thirty (30) calendar days after they are initially posted at [www.DAQRI.com/privacy-policy](http://www.DAQRI.com/privacy-policy). DAQRI may also revise Usage Guidelines at any time and new versions will be available at [www.DAQRI.com/legal](http://www.DAQRI.com/legal). No modification to the Privacy Policy shall apply to any dispute of which DAQRI had actual notice before the date of the modification. If you do not agree to certain modifications to the Privacy Policy or the Usage Guidelines, DAQRI may limit or prevent you from using certain functions of the DAQRI Smart Glasses or Software.

- 29.2. Seeking Consent. If DAQRI revises its Privacy Policy and seeks your consent to be bound by such revised Privacy Policy and you do not agree to be bound by such revised Privacy Policy before using Online Services or any of the Software again, then notwithstanding anything to the contrary, DAQRI reserves the right to terminate your Account and use of any of the Software, the Services, and DAQRI Smart Glasses.
- 29.3. Disagreement With Terms. If at any time you do not agree to any provision of the then-current version of the Privacy Policy or any other DAQRI policy, rule or code of conduct relating to your use of the Online Services, your right to use the Online Services will immediately terminate, and you must immediately stop using the Online Services. DAQRI may terminate this Agreement, effective immediately upon notice, or may suspend your rights to use any of the DAQRI Software and Online Services if you fail to accept any new terms to the Privacy Policy or any other DAQRI policy, rule or code of conduct relating to your use of the Online Services.
- 29.4. Conflict. To the extent this Agreement conflicts with any other DAQRI terms, policy, rule, or code of conduct, the provisions of this Agreement and the Privacy Policy will prevail. In the event of an apparent conflict between or among provision(s) of this Agreement, the End User License Agreement, the Privacy Policy, and any other DAQRI terms, policy, rule, or code of conduct, such provisions shall be read in a mutually consistent way, or if no such reading is reasonably possible, the following order of precedence shall be as follows: (i) the End User License Agreement; (ii) the Platform Services Agreement; (iii) the Privacy Policy; and then (iv) any other DAQRI terms, policy, rule, or code of conduct.

### 30. GENERAL.

- 30.1. Entire Agreement. This Agreement, together with the quote or order form and all other documents and terms that are incorporated by reference herein, constitutes the sole and entire agreement between you and DAQRI with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements,

representations and warranties, both written and oral, with respect to such subject matter.

- 30.2. Additional Terms. The features or functionality of DAQRI Smart Glasses and/or any of the Software may be updated and additional rules and policies for such new features or functionality may cause DAQRI to impose new or additional rules, policies, terms, or conditions on your use of the DAQRI Smart Glasses and/or any of the Software (such new features of functionality referred to herein as the “New Features”). Such additional rules, policies, terms, and conditions (collectively, the "**Supplemental Terms**") will become effective immediately upon posting and are incorporated into this Agreement by this reference. Supplemental Terms may also be emailed to the email address we have associated with your use of DAQRI Smart Glasses and/or Software and you acknowledge that Supplemental Terms will become effective fifteen (15) days after such email is sent and if you do not wish to be bound by such Supplemental Terms prior to when such Supplemental Terms become effective, you are free to discontinue any use of the New Features. Your continued use of any of the New Features following the posting of Supplemental Terms will be deemed to constitute your acceptance of and agreement to any and all such Supplemental Terms.
- 30.3. U.S. Government Rights. The DAQRI Smart Glasses and/or Software provided under this Agreement utilizes commercial computer software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement (“DFAR”) and its successors.
- 30.4. Survival. Sections 5 – 9, 11 – 15, 18 – 28, and 30 – 31 of this Agreement shall survive any termination or expiration of this Agreement, along with term of this Agreement which expressly, or by its nature, is intended to survive expiration or termination of this Agreement.
- 30.5. No Waiver. Any failure by DAQRI to insist upon or enforce performance by you of any of the provisions of this Agreement or to exercise any rights or remedies hereunder or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.
- 30.6. Notices. All notices, consents, waivers, and other communications intended to have legal effect under this Agreement must be in writing and must be in English. The Authorized End User agrees that DAQRI may provide written notice under this Agreement, having binding legal effect, by sending (1) an email to the email address the Authorized End User provided during the registration process or subsequently updated by the Authorized End User in accordance with this section, or (2) by posting such notice on the Developer Portal. Without limiting the foregoing, the Authorized End User agrees that any notice DAQRI sends to the email address associated with the

Authorized End User's Account will satisfy any legal notice requirement. Notices sent to DAQRI by the Authorized End User shall be sent by registered or certified mail, return receipt requested, to DAQRI, LLC, ATTN: Legal Department, 1201 W. 5<sup>th</sup> Street, Suite T900, Los Angeles, CA 90017, and shall be effective upon receipt by DAQRI. DAQRI may change its address for receipt of notices by giving notice of the new address to the Authorized End User.

- 30.7. Corrective Action and Notice. If You become aware of any actual or threatened activity prohibited by Section 6, You will immediately: (a) take all reasonable and lawful measures within your control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to DAQRI Smart Glasses and Software and permanently erasing from your systems and destroying any data to which any of them have unauthorized access); and (b) notify DAQRI of any such actual or threatened activity.
- 30.8. Severability. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- 30.9. Assignment. We may assign, transfer or otherwise dispose our rights and obligations under this Agreement, in whole or in part, at any time without notice to you. This Agreement will be binding upon all of DAQRI's successors and assigns. You may not assign this Agreement, or transfer or sublicense your rights under this Agreement.
- 30.10. Force Majeure. DAQRI will not be responsible or liable to you, or deemed in default or breach hereunder, by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or your equipment, loss and destruction of property or any other circumstances or causes beyond DAQRI's reasonable control.
- 30.11. Equitable Relief. Parties acknowledge and agree that a breach or threatened breach by each Party of any of its obligations of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 30.12. Attorney's Fees. If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled after a final judgment is rendered.

- 30.13. No Control Over Testing. You acknowledge that, unless otherwise agreed in a signed writing, DAQRI has no control over the testing of your products or applications or the use of such products or applications with DAQRI products.
- 30.14. Translation. Any translation of this Agreement is provided to comply with local legal requirements only. In the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern to the extent not prohibited by local law in the applicable jurisdiction.
- 30.15. Not Medical Devices. DAQRI Products are **not** medical devices, and the data provided by them is not intended to be utilized for medical purposes and is not intended to diagnose, treat, cure, or prevent any disease.

31. **CANADIAN SALES**. If you obtained the Software in Canada, you agree to the following:

The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including notices, have been and shall be written in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.